

**BALDWIN EDUCATIONAL  
SUPPORT PERSONNEL  
ASSOCIATION**

**MASTER AGREEMENT**

**July 1, 2014 – June 30, 2017**

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## **PREAMBLE**

This Agreement is entered into this first day of July, 2014, by and between the Baldwin Community Schools Board of Education, 525 Fourth Street, Baldwin, Michigan 49304-9525, (hereinafter with its administrators called the "Board" or "District" or "Administration"), and the Baldwin Educational Support Personnel Association, MEA, hereinafter called the "Association". The signatories shall be the sole parties to this Agreement.

WHEREAS, the Board and the Association have a statutory obligation, pursuant to Act 379 as amended of the Michigan Public School Act of 1965, to bargain with respect to hours wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

## ARTICLE 1

### RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative of all its regular employees contained in the Bargaining unit, which shall be defined as all Paraprofessionals, , Secretarial and Clerical Employees, and Bus Driver but excluding “Youth Services” workers, co-op students, central office employees (office manager, bookkeeper, and payroll clerk), one (1) confidential secretary assigned to each Building Principal, supervisors, substitute employees, and all other employees. Such representation shall cover all personnel assigned to newly created positions which are not principally supervisory and administrative but all within the purview of the Association. The Board agrees not to recognize or negotiate with any organization other than the Association for the duration of this Agreement.
- B. The term “Bargaining Unit Member” when used herein shall refer to all employees represented by the Association and references to male employees include female employees.
- C. The Parties agree that the current Agreement shall eliminate reference to Custodial, Maintenance Employees, and Mechanics due to their elimination; however, if those employees are ever reinstated to the Bargaining Unit, the Parties agree to immediately meet and negotiate for the reinsertion of language pertaining directly to those employees.

## **ARTICLE 2**

### **CONTINUITY OF OPERATIONS**

The Association and the Board recognize that strikes and other forms of work stoppage by members of the Association are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any Association member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any Association member to comply with a provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

The parties agree that they will not during the period of this Agreement, directly or indirectly, engage in or assist in any Unfair Labor Practice, as defined by the Public Employment Relations Act.

## **ARTICLE 3**

### **EQUAL EMPLOYMENT OPPORTUNITY**

Generally, and unless required otherwise by law, the assignment, promotion, and transfer of qualified Bargaining Unit Members shall conform to the provisions of this Agreement and Board policies. In accord with Board policy, no person or persons, departments or divisions responsible to the Board, nor the Association, shall discriminate against any Bargaining Unit Member on the basis of race, sex, creed, color, national origin, marital status, as well as membership in, or association with the activities of the Association. The parties will continue to work together to assure equal employment opportunities to all.

## ARTICLE 4

### EMPLOYER RIGHTS

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer. Such rights shall include by way of illustration and not by way of limitation, the right to:

- A. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the Employer.
- B. Continue its rights of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement and the right to establish, modify or change any work or business hours or days.
- C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the working force and to lay off employees.
- D. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operations, the means, the methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods of changes therein.
- E. Adopt reasonable rules and regulations.
- F. Determine the qualifications of employees, including physical conditions.
- G. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation of closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- H. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
- I. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- J. Determine the size of the management organizations, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided in this Agreement.
- K. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, the rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provisions of this Agreement.

## **ARTICLE 5**

### **PAYROLL DEDUCTION**

- A. The Board shall deduct from the pay of each Bargaining Unit member from whom it receives authorization to do so and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Board and the Association.
- B. The Association shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer or in reliance upon signed authorization cards or lists furnished to the Employer by the Association for the purpose of payroll deduction.



## ARTICLE 6

### WAIVER

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Matters of common concern regarding wages, hours, and working conditions may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.
- B. The parties agree that this Agreement supersedes and cancels all previous agreements, verbal or written or whether based upon alleged past practices. This Agreement constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by both parties to this Agreement.

## ARTICLE 7

### GRIEVANCE PROCEDURE

- A. A claim by a Bargaining Unit Member, or the Association, that there has been a violation or misapplication of any provision of this Agreement shall be processed as a grievance as hereinafter provided, However; the grievance shall not be processed if the matter is pending in the Michigan Employment Relations Commission, or has been specifically excluded by another section of this Agreement. The Association shall designate a Grievance Committee Chairperson whose signature shall be binding in matters of grievance resolution. The names of the current Grievance Committee Chairperson, Association Officers, and Association Representatives shall be transmitted to the Superintendent within fifteen (15) days of the start of each school year.
- B. STEP ONE: In the event that a Bargaining Unit member believes that there is the basis for a grievance, he/she shall first discuss the alleged grievance with his/her immediate administrator, accompanied by his/her Association Representative, or Grievance chairperson. The discussion shall occur within five (5) working days of its occurrence or reasonable knowledge of its occurrence. If no resolution is obtained within five (5) working days of the discussion, the Association shall reduce the grievance to writing and proceed within the five (5) working day period of said discussion to Step Two. Written grievances shall be submitted on the Grievance Form (Appendix C) and as required herein shall contain the following:
1. It shall be signed;
  2. It shall be specific;
  3. It shall contain a synopsis of the facts giving rise to the alleged violation;
  4. It shall cite the section or sub section of this Agreement or Board Policy alleged to have been violated;
  5. It shall contain the date of the alleged violation;
  6. It shall specify the relief requested.
- Any written grievance not in conformance with the above requirements may be rejected as improper. Such rejection shall not extend the limitations hereinafter set forth. A copy of the grievance shall be delivered to the immediate administrator. If the grievance involves more than one (1) work location, it shall be filed with the Superintendent, or his/her designee, at Step Three.
- C. STEP TWO: Within five (5) working days of receipt of the grievance, the immediate administrator shall meet with the Association in an effort to resolve the grievance. The immediate supervisor shall indicate, in writing, within five (5) working days of such meeting, his/her disposition of the grievance, and shall furnish a copy thereof to the Association.
- D. STEP THREE: If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, or ten (10) working days from the date of filing, the grievance shall be transmitted to the Superintendent, or his/her designee. Within five (5) working days, the Superintendent, or his/her designee, shall meet with the Association on the grievance and shall indicate, in writing his/her disposition within five (5) working days of such meeting and shall furnish a copy thereof to the Association.
- E. STEP FOUR: If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, the grievance shall be transmitted to the Board of Education. The Board of Education shall hold a hearing on the grievance and shall indicate in writing, to the Association, its disposition within twenty-five (25)

working days after the first regular Board meeting after the date the grievance was referred to the Board of Education.

- F. STEP FIVE: If the Association is not satisfied with the disposition of the grievance by the Board of Education, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration within ten (10) working days of the decision of the Board, or lack of decision, at Step Four. If the parties cannot agree as to the arbitrator within five (5) working days from the notification that arbitration will be pursued, he/she will be selected by the American Arbitration Association in accordance with the rules which shall likewise govern the arbitration proceeding.
1. The arbitrator shall have no power or authority to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The arbitrator shall not have the authority to vary the terms of the Agreement, rule on any issue involving a right provided to the Employer by state or federal law, or make any ruling which is inconsistent with any constitutional right, state, or federal law, or one that is a prohibited subject of bargaining applicable to the Association pursuant to Section 15 of PERA.
  2. If a Bargaining Unit Member is disciplined by an administrator and the matter goes to arbitration, the arbitrator shall not substitute his/her judgment for that of the Board, unless there is evidence that the administrator violated the terms and conditions of the contract.
  3. It is expressly understood that no grievance shall be filed which is based on content of a written evaluation. However, in the event of an alleged contract violation pertaining to the procedures set forth in the evaluation process, such claim is subject to the grievance procedure.
  4. The arbitrator shall have no power to hear any claim regarding the discharge of a probationary Bargaining Unit Member.
  5. The parties may agree to an expedited hearing by mutual consent or may move for Summary Disposition on any matter; which Motion shall be in writing and decided by the arbitrator prior to the date of the hearing.
  6. In remedy in contract provision implicating pecuniary issues shall be limited to back pay minus any reportable income (including any benefits, including but not limited to, unemployment compensation, workers compensation, social security payments, etc.), seniority accrual, retirement accrual, loss of any benefit days, and the Employer's actual cost for insurance if the Employee elected COBRA benefits.
- Both parties agree to be bound by the award of the arbitrator and that the judgment thereon may be entered in any court of competent jurisdiction.
- G. The fees and expenses of the arbitrator shall be shared equally by the parties.
- H. If any Bargaining Unit Member for whom a grievance is sustained shall be found to have been unjustly discharged in Steps One, Two, Three or Four, he/she shall be reinstated and his/her record shall be expunged of any reference to this action.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

- J. Notwithstanding the expiration of this Agreement, any grievance arising thereunder and filed before the expiration of the Agreement, may be processed through the grievance procedure until resolution.
- K. A Bargaining Unit Member who must be involved in the grievance conferences, as outlined in Steps One through Five, during the work day shall be excused with pay for that purpose.
- L. If a grievance arises from the action of any authority higher than the immediate supervisor of the Bargaining Unit Member, the Association may present such grievance at the appropriate step of the Grievance Procedure.
- M. The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final resolution of the grievance.
- N. It is understood by the parties that no grievance shall be filed or based upon any prior or previous Agreement or upon any alleged grievance occurring prior to the effective date of this Agreement.

## ARTICLE 8

### WORK LOAD AND ASSIGNMENTS

- A. Bargaining Unit Members assigned to work outside their job classifications shall:
1. Be compensated at their regular hourly rate plus the difference between the starting hourly rates between the two (2) classifications.
  2. Be relieved of their regular job while performing the substitute duties.
  3. If paraprofessionals are assigned to cover classrooms in the absence of substitute teachers being assigned for the absent teachers, they will be paid per hour the difference between the current substitute teacher rate, divided by 7.25 hours, and the base hourly rate of paraprofessionals, in addition to their normal hourly rate.
- B. Work load responsibilities and assignments for each Bargaining Unit Member within the various job classifications shall be determined by the Superintendent, Principal, and Immediate Supervisor. (Said job classifications shall contain the following information.)
- Job Title;
  - Minimum Qualifications;
  - Person to Whom the Bargaining Unit Member is Responsible;
  - Job Goal or Objective;
  - List of Responsibilities of the Assignment.
- C. Changes in job classifications shall be implemented only after consultation with the Association.
- D. Upon initial employment, and prior to August 15 of each year, job classifications and work assignments shall be given to each Bargaining Unit Member. Said job classification or work assignment may be altered as necessary by the Board. Should the Board alter a job classification or work assignment, the Bargaining Unit Member may exercise his or her right to bump for the newly created position according to seniority.
- E. A list of general daily/weekly job duties shall be given to each employee at least annually. Changes to daily/weekly job duties may be made by the immediate supervisor at any time with the understanding that special assignments will necessitate modifications to regular daily/weekly job duties.
- F. Bus Drivers
1. The Baldwin Community Schools' Board of Education reserves the right to run the transportation program in the best interest of the students and the community. Decisions regarding transportation will reflect the Baldwin Community Schools Board of Education's fiscal responsibility to the community.
  2. Licensing/Training
    - a. Drivers shall be reimbursed the cost of their license (less the cost of a normal operator's

license) at the conclusion of one year driving for Baldwin Community Schools. A receipt is required prior to payment.

- b. The Bargaining Unit Member may select his/her physician for a yearly physical examination and the District shall reimburse the full cost (less insurance coverage if available) of the required physical.
- c. The District shall pay drivers at their regular hourly rate for all time spent at training sessions, meetings (either transportation or student/parent meetings), testing, and run selection meetings.

### 3. Driver Responsibilities

Bus drivers shall be:

- a. responsible for bus driver's warm-up, cleaning, safety checks, gas-up, and will be considered as part of the daily run time, fifteen (15) minutes.
- b. responsible for supervising students on the bus during regular runs. He/she may suspend bus riding privileges subject to prior approval of the school administration.
- c. complete trip sheet must be turned into the business office the next work day or when the driver returns to work, for the purpose of tabulating total work time for the week.
- d. Bus Folders  
Each driver shall maintain an up-to-date folder in his/her bus at all times. This folder shall contain:
  - 1. A map outlining stops with names of children
  - 2. A daily time schedule
  - 3. Information provided by the Administration on emergency drill instructions
  - 4. Information provided by the Administration on individual cases of a special nature (mental, emotional, physical, medication needed, or religious exceptions).
  - 5. A seating chart (if used)
  - 6. Trip Log Sheets
- e. Will be paid at their respective hourly wage for time worked beyond the runs minimum time for, but not limited to:
  - 1. Completing discipline forms, or if they are detained by the transportation supervisor or any other school administrator.
  - 2. In case of the bus breaking down or getting stuck.

### 4. Normal Work Year

The normal work year for bus drivers shall be according to the established student attendance days according to the school calendar as established by the Board of Education and shall be consistent with language regarding Bargaining Unit Members break periods, holidays, vacations, and pay schedules as listed in this Agreement.

### 5. Extra-Curricular Trips

- a. A Bus Driver's trip will be defined as the transportation of students to and from regularly scheduled academic activities as directed by the Superintendent of Schools.

- b. All single trips up to one (1) hour in length shall be paid as though the trip took one (1) full clock hour. All trips between one (1) and two (2) hours in length shall be paid as though the trip took two (2) full clock hours. Any trip that is over two (2) hours in length shall be paid a pro rated hourly amount in ten (10) minute segments based on the hourly rate.
  - c. With respect to extra-curricular activities, the parties agree that for all runs involving 8 or less students, the Employer shall have the option to use a van or small bus and have a coach, advisor, and/or other representative of the Employer drive the same. All other trips shall continue as at present, subject to the overtime provisions of this Agreement.
6. Down Time
- a. Drivers shall be paid “standing time” or “down time” for all of the time a driver is on duty and not driving a bus. “On duty” means that the driver is away from the central bus storage station waiting to complete the transportation of students.
  - b. All driving and “standing time” or “down time” shall be compensated at the regular hourly rate.
7. Field Trips
- a. There shall be a four (4) hour minimum payment at the regular hourly rate for a field trip on a day when school is not in session.
  - b. A field trip is defined as any transportation of students other than a regular run. Drivers will be paid their regular rate of pay for all field trips. In the event of double scheduled events, Bargaining Members Unit’s driver will have trip preference if District funds are used. (A field trip is a trip that is concerned with the pupils; educational program.)
8. Substitutes/Temporary Run Vacancies
- a. In case of emergency or whenever, for a temporary time, there is an insufficient number of qualified drivers readily available to properly handle all driving assignments, the Employer may cover such assignments with qualified non-bargaining unit employees.
9. Meal/Lodging Reimbursement
- a. The District shall reimburse drivers for all meal costs up to the established District rate per meal if the trip involves an overnight stay. A receipt is required prior to payment.
  - b. The District shall reimburse drivers for the cost of a motel room if the trip involves an overnight stay. A receipt is required prior to payment.
  - c. In the event a driver has “standing time” or “down time” in connection with an overnight trip, he/she shall be compensated for all such time at the regular hourly wage, up to 8 hours.
10. Alcohol and Controlled Substance Testing for Safety Sensitive Workers

In fulfilling its commitment to the safety of its pupils, employees and the public, the Board of Education of the Baldwin Community Schools District endeavors to promote conditions aligned with creating and maintaining a safe educational environment and workplace for its students and employees. Substance abuse by employees, most particularly by those who perform safety-sensitive functions, constitutes a grave threat to their physical and mental

well-being, significantly impedes their work objectives and job performance, and interferes with their ability to maintain a safe educational environment and workplace.

The Board of Education of the Baldwin Community Schools District further believes that the safety of students while being transported to and from school or school activities is of paramount importance and is the primary responsibility of those persons who operate or maintain school vehicles. To fulfill that responsibility, each person who operates or maintains school vehicles must be mentally and physically alert at all times while on duty.

Accordingly, it is the policy of the Baldwin Community Schools District to establish and implement an alcohol and controlled substances testing program for its employees (both regular and substitute) who perform safety-sensitive functions as mandated by the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations.

A Driver's failure to pass an Alcohol or Controlled Substance test, and any discipline or discharge related to such failure, shall not be grievable.



## ARTICLE 9

### SENIORITY

- A. Seniority shall be defined as the length of service within the school district from the Bargaining Unit Member's first working day. Seniority shall be on a school system-wide classification basis and a list shall be compiled showing, on a classification-by-classification basis, the seniority date of each member of the Bargaining Unit. The seniority list shall be updated annually, (by October 1) and a copy shall be provided to all bargaining unit members.
- B. The seniority list shall also be forwarded to the President and Secretary of the Association, and the Association will have ten (10) working days from receipt of such list to protest any errors or inaccuracies. If no such written protest is received by the Superintendent of Schools, the Employer's seniority list shall be deemed to be conclusive.
- C. Bargaining Unit Members shall be on probation the first sixty (60) work days of their employment.
- D. When Bargaining Unit Members complete the probationary period, they shall be entered on the seniority list of their classification and rank for seniority from their first working day. There shall be no seniority among probationary Bargaining Unit Members.
- E. For the purposes of this Agreement, seniority shall accrue and be applied within the following classifications:
- |             |                   |
|-------------|-------------------|
| Secretarial | Paraprofessionals |
|             | Bus Driver        |
- F. A Bargaining Unit Member shall lose his/her seniority rights if he/she retires, resigns, is discharged for just cause, fails to report to work within ten (10) working days of a mailing of a certified letter of notice of recall, and if the Bargaining Unit Member is laid off for a period of two (2) continuous years.
- G. Bargaining Unit Members who transfer into a non-bargaining unit position within the school district shall retain such seniority as was accrued while a member of the Bargaining Unit should they leave the non-bargaining unit position and return to the Bargaining Unit.

## ARTICLE 10

### VACANCIES, TRANSFERS AND PROMOTIONS

A. A vacancy shall be defined, for purposes of this Agreement, as a position open due to the death, retirement, resignation, or discharge of a Bargaining Unit Member, or a newly created position within the Bargaining Unit. No vacancy shall be filled permanently until it has been posted for at least five (5) working days. The posted position may be filled temporarily for a period not to exceed twenty (20) working days.

1. If a vacancy is not filled with a Bargaining Unit Member, the Employer shall give the Bargaining Unit Member applicants a written explanation as to why they were not awarded the position.

B. Whenever a vacancy occurs, the Superintendent shall post notice of the vacancy in each building in which Bargaining Unit Members work. A copy of the vacancy notice shall also be sent to the Association, and to any laid off Bargaining Unit Member at their last known address.

Whenever a vacancy occurs when school is not in session, the Superintendent shall post notice of any vacancy by mailing said notice to each Bargaining Unit Member. Said mailing shall be by first class mail, and Bargaining Unit Members shall be given no less than ten (10) days to respond to the posting.

Said posting shall contain, minimally, a description of the duties/responsibilities of the posted position; including the minimum requirements necessary to be considered a qualified applicant.

Each classification found in Article 10-E shall have a specific description listing the duties/responsibilities of that classification, the nature of the classification, and the minimum requirements necessary to be considered for the classification.

C. When filling vacancies, the Board shall consider the applicant's experience, competence, qualifications, and length of service in the district. Preference will be given to qualified applicants from the Bargaining Unit. When more than one (1) equally qualified applicant exists for any vacancy, seniority within that classification and system-wide seniority, in that order, shall be the deciding factor.

D. A transfer shall be defined as a permanent change in job classification. Any Bargaining Unit Member may request a transfer after the satisfactory completion of the probationary period. The Bargaining Unit Member shall remain in any position to which he/she has transferred for a period of six (6) months before being eligible to apply for another transfer, unless conditions prevail where a change would be in the best interest of the Board and the Bargaining Unit Member. The District may transfer a Bargaining Unit Member at its discretion.

A bargaining unit member granted a transfer to a new classification in the bargaining unit shall not have his/her wage rate reduced, provided that a replacement for the transferred bargaining unit member can be hired at the base wage rate and the bargaining unit member transferred is not paid more than the bargaining unit member previously employed in the bargaining unit position to which he/she is transferred. Applicants for the transfers will be advised of these conditions.

- E. Requests for transfer shall be made in writing; one (1) copy of which shall be filed with the Superintendent or his/her designee and one (1) copy shall be filed with the Association. All transfer requests shall be renewed each July 1 to remain valid.
- F. Involuntary transfers will be minimized to the extent possible. In such cases, voluntary transfers shall be given preference over involuntary transfers, if qualified. In the case that no qualified voluntary transferee wants the position, then the least senior qualified Bargaining Unit Member within that classification will be transferred. Bargaining Unit Members shall suffer no loss of pay or system-wide seniority in the event of an involuntary transfer.

Any Bargaining Unit Member involuntarily transferred (except for reasons related to that Bargaining Unit Member's performance) has the right to return to his/her previous position for the time period equal to the Bargaining Unit Member's accumulated seniority in that position, but not to exceed three (3) years from the date of transfer. In such circumstances there is no requirement to post the vacancy. A Bargaining Unit Member returning to the position from which he/she had been previously involuntarily transferred (under the conditions described above) shall be paid at his/her previous wage rate in that position or the base rate for that position (Appendix A), whichever is greater.

## ARTICLE 11

### LAYOFF AND RECALL

- A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a shortage of funds or lack of work as determined by the Board of Education.
- B. During the school year, no Bargaining Unit Member shall be laid off unless said Bargaining Unit Member has been notified of said layoff at least twenty (20) work days prior to the effective date of layoff. During the Summer, layoff notice given by August 1<sup>st</sup> shall have immediate effect except for Summer employees who shall have Twenty (20) work days notice.
- C. In the event of a layoff, the Board shall first lay off probationary Bargaining Unit Members, then the least senior Bargaining Unit Members within the affected classification. In no case shall a new Bargaining Unit Member be hired by the Board while there are laid off Bargaining Unit Members who are qualified for a vacant or newly-created position.

If layoffs are instituted, the Employer may grant an unpaid leave of absence to a Bargaining Unit Member who wishes to take the place of a Bargaining Unit Member who would otherwise be subject to layoff in the same job classification. Such leave shall be voluntary and without compensation, benefits or experience credit. However, the Bargaining Unit Member shall accrue seniority during the leave. The Board will make premium payments on behalf of the Bargaining Unit Member for insurance benefits for up to thirty (30) days after the date layoff is commenced under this section.

- D. A laid-off Bargaining Unit Member may replace a Bargaining Unit Member within another classification under the following conditions:
  - 1. The laid off Bargaining Unit Member must possess equal or greater qualifications than the Bargaining Unit Member to be replaced;
  - 2. The laid off Bargaining Unit Member must possess greater Bargaining Unit seniority than the Bargaining Unit Member to be replaced;
  - 3. A laid off Bargaining Unit Member wishing to bump another member of the Bargaining Unit shall notify the Superintendent in writing immediately. The Bargaining Unit Member subject to the bump shall be notified in writing immediately by the Superintendent that he/she is laid off.
- E. In the event of a reduction in the work hours in a classification, a Bargaining Unit Member may claim seniority over the least senior Bargaining Unit Member in that classification for the purpose of maintaining his/her normal work schedule provided that his/her action will not disrupt the normal operation of the Employer. In no case shall a reduction of any Bargaining Unit Member's work hours take effect until the Board gives ten (10) work days written notice to the affected Bargaining Unit Member. A laid off Bargaining Unit Member shall, upon application, and, at his/her option be granted priority status on the substitute list according to his/her seniority and qualifications. Laid off Bargaining Unit Members may continue their health, dental, and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer, on (1) month in advance of the due date of the premium payment. The above practice shall be subject to the rules and regulations of the insurance carrier. The Board will, however, make premium payments on behalf of the Bargaining Unit Member for insurance benefits for up to thirty (30) days after the date of lay off.

- F. A recall list shall be provided by the Employer stating the jobs available for re-employment. Recall shall be conducted as follows:
1. Classification seniority shall apply when the available position is within a Bargaining Unit Member's former classification.
  2. When two or more Bargaining Unit Members possess equal classification seniority for an available position, the Bargaining Unit Member with the greater Bargaining Unit seniority shall be given the position. A drawing shall determine a tie where Bargaining Unit Members possess equal classification seniority and Bargaining Unit seniority.
  3. Bargaining Unit seniority shall apply when the available position does not fall within the classification of the presently laid off Bargaining Unit Member or those classifications in which a Bargaining Unit Member possesses seniority. The Employer is not obligated to make recall out of a classification unless the Bargaining Unit Member to be recalled to a different classification is qualified to perform the available work.
- G. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the Bargaining Unit Member is to report back to work. It shall be the Bargaining Unit Member's responsibility to keep the Board notified as to his/her current mailing address. A recalled Bargaining Unit Member shall be given at least ten (10) calendar days from receipt of notice, excluding Saturdays and Sundays to report to work. The Board may fill the position on a temporary basis until the recalled Bargaining Unit Member can report for work providing the Bargaining Unit Member reports within the ten (10) day period. Bargaining Unit Members recalled to work for which they are qualified are obligated to take said work. A Bargaining Unit Member who declines recall to perform work of four (4) hours or more per day for which he/she is qualified shall forfeit his/her seniority rights, right to recall, and be considered to have resigned.
- H. Bargaining Unit Members on layoff shall retain their seniority for purpose of recall for a period of two (2) years. Any Bargaining Unit Member on layoff for more than two (2) years shall lose his/her seniority and any further rights under this Agreement.

## ARTICLE 12

### COMPENSATION AND HOURS OF WORK

- A. The hourly wage rates to be paid to Bargaining Unit members are shown in Appendix A, which is incorporated as part of this Agreement.
- B. Bargaining Unit Members shall be paid their hourly rate of pay for hours worked on a bi-weekly basis.
- C. Paychecks will be available to Bargaining Unit Members by 12:00 o'clock noon on Friday paydays.
- D. Any hours worked by any Bargaining Unit member in excess of forty (40) hours in his/her work week, shall be compensated at the rate of one and one-half (1 ½) times the regular hourly rate paid that individual. Any hours worked on any paid holiday shall be compensated at the rate of one and one-half (1 ½) times the hourly rate in addition to the holiday pay. Holiday and snow day pay shall not be included when calculating the forty (40) hours.
- E. The Bargaining Unit Member's immediate supervisor and the Superintendent shall establish work hours for Bargaining Unit Members in various job classifications. The scheduled hours of work shall consist of a regular starting time and a regular quitting time. A duty free, uninterrupted (except in case of emergency), unpaid lunch period of thirty (30) minutes shall be provided, when applicable.
  - 1. The scheduled daily hours shall be stated on the Position and Wage Assignment provided to each Bargaining Unit Member annually.
  - 2. Regular full-time Bargaining Unit Members shall have one (1) relief break of not more than fifteen (15) minutes each as agreed upon by the immediate supervisor.
  - 3. Bargaining Unit Members scheduled to work a swing shift comprised of Saturday or Sunday work hours, shall be rotated on at least a monthly basis as determined by the supervisor.
  - 4. Bargaining Unit Members assigned to work a swing shift shall receive an additional twenty cents (\$.20) per hour.
- F. Time Schedule:
  - 1. Regular full-time Bargaining Unit Members normally work a minimum of thirty (30) to forty (40) hours per week; however, said amount may be increased or reduced at the discretion of the Board.
  - 2. Regular part-time Bargaining Unit Members normally work a minimum of twenty (20) hours per week but less than thirty (30) hours per week; however, said amount may be increased or reduced at the discretion of the Board.
  - 3. Secretarial shall be considered an eleven (11) month employee; however, said amount may be increased or reduced at the discretion of the Board.
  - 4. Eleven month employees shall work all weekdays during their eleven month schedule except for paid holidays as enumerated in this agreement and school breaks, such as

Winter and Spring Break. Eleven month employees may work school breaks with the approval of their immediate supervisor.

5. School Year Employees (paraprofessionals) shall be paid for five (5) non-student days per school year. Work assignments on non-student days shall be made by the employee's immediate supervisor.

G. Overtime hours shall be divided as equally as possible among Bargaining Unit Members in the same classifications in their buildings. An up-to-date list showing overtime hours will be available in each building monthly. Whenever overtime is required, the Bargaining Unit Member with the least number of overtime hours in that classification within his/her building will be called first and so on down the list in an attempt to equalize the overtime hours.

H. A Bargaining Unit Member may be placed on an overtime roster in a building other than the building of his/her regular assignment by consent of the immediate supervisor. In granting or denying permission, the supervisor shall consider the Bargaining Unit Member's classification, experience, familiarity with the other facility and program needs.

When a full-time Bargaining Unit Member is absent, the regular part-time Bargaining Unit member with the lowest number of hours on the extra duty list shall be given the opportunity to fill the full-time position within that classification, provided that the part-time Bargaining Unit Member has signed a declaration at the beginning of the school year that he/she desires occasional full-time substitution work and will be reasonably available for those assignments.

I. Bargaining Unit Members must seek and receive approval prior to using Board reimbursed transportation. A bargaining unit member who is required as part of his/her assignment to use transportation in order to perform assigned duties shall be reimbursed as follows.

If vehicle driven - IRS rate per mile if personal vehicle is driven based on actual miles

If public transportation used- actual cost incurred not to exceed the mileage reimbursement which would have been provided if vehicle was driven

J. When evening functions are scheduled by the Employer and staffed by Bargaining Unit Members (Secretarial, Paraprofessional, Food Service), those Members will be compensated at one and one-half (1 ½) times their regular hourly rate for those hours, provided that he/she has worked their regular shift on that day.

K. In order to encourage professional growth and development, Bargaining Unit Members shall be eligible for tuition reimbursement up to \$1,000 per year. Reimbursement will be made after copies of proof of payment and a transcript indicating successful completion of the course is presented to Central Office. If a Bargaining Unit Member received tuition payment from scholarships or grants, no duplicate reimbursement will be made by the District. To be eligible, a Bargaining Unit Member must be enrolled in a professional degree program and the classes must be approved in advance by the Superintendent.

## ARTICLE 13

### COMPENSABLE LEAVE

#### A. Sick leave (Compensable):

1. All Bargaining Unit Members shall receive sick leave at the rate of the equivalent of one (1) day per month in hours. Total number of sick hours earned shall not exceed the equivalent of ten (10) days in any fiscal year. Each Bargaining Unit Member shall be entitled to an accumulation of sick hours not to exceed the equivalent of one hundred and twenty (120) days.
  - a. In the event of short-term placement in a position requiring additional hours, Bargaining Unit Members will continue with their sick hours allowed for their regular position.
  - b. In the event of long-term placement or a transfer of job position, Bargaining Unit Members' sick hours will be adjusted to allow for the current position.
2. Such leave days are to be used in cases of illness or disability (or family illness requiring the Bargaining Unit Member's attendance and care), and pregnancy. Such sick leave may be used for any day on which the Bargaining Unit Member is scheduled to work, except for voluntary overtime.
3. Bargaining Unit Members shall be informed, in writing, within thirty (30) days of the start of each school year as to the number of leave days they have accumulated as of that date. All leave days they have accumulated prior to the signing of this Agreement shall be included in the initial compilation of leave days under this section.
4. In all cases, Bargaining Unit Members shall notify the designated person of unavailability for work at least sixty (60) minutes, (where possible, ninety (90) minutes), before the start of his/her regular shift.
5. Where the Employer has reasonable suspicion that a Bargaining Unit Member is abusing sick leave, medical verification may be required. When all compensable leave time has been used, a Bargaining Unit Member shall be subject to disciplinary action.
  - a. Loss of pay for time not worked.
  - b. Loss of pro-rata share of insurance benefits
  - c. Other discipline as allowed under the master agreement
6. As a positive incentive, the following will be available to all Bargaining Unit Members:

Use no sick hours during the fiscal year	\$1,000 bonus
Use 7.25 or fewer sick hours during the fiscal year	\$ 500 bonus
Use more than 7.25 sick hours but less than 14.5 sick hours during the fiscal year	\$ 250 bonus

#### B. Personal Business Days:

1. All Bargaining Unit members shall be credited with the equivalent of three (3) personal business days per year in hours. A Bargaining Unit Member taking personal leave shall file notice of his/her intent to take such leave with his/her immediate supervisor at least two (2) days prior to the date of such leave except in cases of emergency that are approved by the immediate supervisor or the Superintendent. The use of these days are subject to the following conditions:



- a. Personal leave days shall not be used for private or outside business for personal business income.
  - b. Personal leave days shall not be used for Child care.
  - c. Personal leave days shall not be used for recreation (i.e., hunting, camping, etc.) purposes.
  - d. Personal leave days shall not be used the first or last week of each semester or the day before or the day after a holiday or vacation (except in an emergency as determined by the building administrator and the Superintendent).
  - e. Personal leave days shall not be granted to extend a holiday or vacation period, unless mutually agreed to in writing by the Superintendent.
- C. At the end of the school year, up to three (3) personal leave days may be rolled over as personal leave days, any unused personal leave days in excess of three (3) shall be credited to the Bargaining Unit Member's accumulated compensable sick leave.
- D. Bargaining Unit Members shall be granted up to five (5) working days each occurrence, non-chargeable to sick leave, for the purpose of attendance at the funeral for the death of a spouse, son, daughter, father, mother, brother, sister, grandchild, grandparent, son-in-law, daughter-in-law, father-in-law, mother-in-law.
- Bargaining Unit Members shall be granted up to five (5) working days each occurrence, chargeable to sick leave, for the purpose of attendance at the funeral for the death of a brother-in-law, sister-in-law, aunt or uncle.
- In all cases, Bargaining Unit Members shall notify their immediate supervisor of unavailability for work prior to such leave.
- E. If an injured Bargaining Unit Member has an accumulated sick leave, he/she shall be continued on the payroll to the extent of his/her sick leave reserve, and if he/she receives any Worker's Compensation, such compensation will be supplemented by the Board with an amount sufficient to maintain his/her regular net salary or wage for a period not to exceed that of his/her sick leave reserve, and such reserve shall be charged only for that portion in excess of the compensation payment. Health insurance coverage shall be continued for six (6) months of a Bargaining Unit Member's Worker's Compensation injury. Workers Compensation shall run concurrently with FMLA leave.
- F. Upon a Bargaining Unit Member's resignation or retirement from employment with the school district, when such employment equals or exceeds five (5) years, the school district shall pay one-half (1/2) of the Bargaining Unit Member's current daily rate for all accumulated sick leave, to a maximum of seventy-five (75) days, provided that the Bargaining Unit member has accumulated twenty-five (25) days or more at the time of resignation or retirement.

## ARTICLE 14

### LEAVES OF ABSENCE

- A. Except as provided by law or specifically stated to the contrary herein, all leaves of absence shall be without pay, without fringe benefits, and without salary increment credit. Whenever possible, upon return from leaves of absence, the Bargaining Unit Member shall be returned to the same position held prior to the leave. Where such leave required the Board to fill the position, the returning Bargaining Unit Member shall be placed in a comparable position with comparable duties/responsibilities/compensation and level within the district, if one is available. Probationary Bargaining Unit Members are not entitled to leaves under this Article.
- B. Any Bargaining Unit Member having accumulated one (1) year of seniority whose personal illness extends beyond the period of accumulated sick days may be granted a leave of absence without pay for medically certified reasons of health which may not exceed one (1) year from the date that the leave was granted under the provisions of the Family and Medical Leave Act. Annual extensions of such leave may be granted by the Board upon written request of the Bargaining Unit Member and medical certification. Prior to return from a leave of absence for reasons of health, the Board may require the Bargaining Unit Member to provide certification that he or she is fit to perform the essential job functions with or without reasonable accommodation. The Board reserves the right to have Bargaining Unit Members returning from such leave promptly examined by a doctor of its choice at Board expense.
- C. Provided that sufficient replacement can be obtained and at least three (3) months written notice is given, the Board may grant one (1) year (school year) leave for full-time participation in the Peace Corps full-time academic study, elected public office, or office in a professional organization.
- D. Disability/Child Care Leave shall be in accordance with the Family Medical Leave Act:
- E. Military leave will be granted based upon statutory provisions.
- F. Leave for Other Purposes:
  - 1. Absence for Jury or Witness Service: In such cases, a Bargaining Unit Member will be paid the difference between his/her pay for that duty and his/her regular pay. This section shall be rendered null and void if said court appearance is a result or in connection with other employment or volunteer service position(s) held by the Bargaining Unit Member.
  - 2. National Guard Emergency Call-Up: In such cases, a Bargaining Unit Member will be paid the difference between his/her pay for that duty and his/her regular pay for up to ten (10) working days providing that proof of service and pay are submitted to the Superintendent of Schools.
  - 3. Leaves of absence with pay not chargeable against compensable leave shall be granted in connection with an appearance before a court or an administrative agency when subpoenaed in any case connected with the Bargaining Unit Member's employment or in school, except that leave pay shall not be granted in connection with any Unfair Labor Practice involving the Board and the Association or any other case initiated by the Association or Bargaining Unit Member.
  - 4. When attending any function when so directed by the Board.

- G. A Bargaining Unit Member returning from a leave of absence must notify the Superintendent of Schools at least one (1) month prior to the expiration date of the leave of the date of return in order to permit planning, scheduling, placement. Upon return from leaves of absence for personal illness or reasons of health, the Bargaining Unit Member shall, at his/her request, be returned to the same position held prior to leave.
- H. All leaves of absence must have beginning and ending dates. There will be no exceptions.
- I. Pursuant to the provisions of the Family and Medical Leave Act, eligible employees shall be granted unpaid leave for the purposes and to the extent required by law, subject to all of the terms and conditions of the law and its implementing regulations. Any paid or unpaid leave which is otherwise available under the provisions of this Agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and shall be credited toward fulfilling the leave entitlement of the eligible employee, to the extent permitted by the law and its implementing regulations. If an eligible employee fails to return from an unpaid leave, during which the employee received a continuation of paid benefits under the Family and Medical Leave Act, the amount paid for continuation of these benefits shall be repaid to the employer. Repayment shall be made within fifteen (15) days after a demand for payment or according to a repayment plan agreed upon between the employee and the Employer. Any amount or portion thereof, which is owed for repayment shall be deducted from any wage or other payments owing to the employee. Any remaining deficiency owing for repayment shall be collectible by initiating legal action against the employee for repayment, if not remitted within fifteen (15) days after the demand for repayment is made upon the employee.

## ARTICLE 15

### INCLEMENT CONDITIONS

- A. Nothing in this Agreement shall require the Board to keep school or administration offices open in the event of inclement weather, malfunction of equipment or when otherwise prevented by an Act of God. When the schools are closed to students, due to the above conditions, Bargaining Unit Members shall not be required to report for work and they shall be paid for the number of hours they would normally work on that day for the first three (3) inclement weather days.
- B. For any days school is closed for inclement weather in excess of three (3) days, Bargaining Unit Members, (Secretary, Paraprofessionals, Bus Driver), will not be paid. The Bargaining Unit Member shall be paid for any and all days rescheduled due to inclement weather days. After two (2) inclement weather days, the Bargaining unit Member may, at his/her own discretion, use accrued *compensable leave days* to be paid for the days in excess of three (3).
- C. After a Bargaining Unit Member has reported for duty, if school is dismissed early due to inclement weather conditions, he/she shall be paid for four (4) hours unless he/she has worked more than four (4) hours in which case he/she shall be paid for his/her normal shift.

## ARTICLE 16

### HOLIDAYS AND VACATIONS

- A. All Bargaining Unit Members shall be paid their normal daily wage for the following days:

Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
New Years Day  
Dr. Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day (if working)

- B. If a holiday falls on a Saturday, Bargaining Unit Members shall have Friday off. If a holiday falls on a Sunday, Bargaining Unit Members shall have Monday off. Bargaining Unit Members shall be paid their regular daily wage for these days off.
- C. Bargaining Unit Members must work the regularly scheduled workday before and after a holiday to receive holiday pay, except in cases of emergency as determined by the Superintendent.

## ARTICLE 17

### PHYSICAL AND ETHICAL STANDARDS

- A. As may be prescribed by law and/or Board Policy, all employees shall be tested for the purpose of determining that they are free of communicable tuberculosis. This testing shall be without cost to the employee provided that any such costs which are covered by the health insurance coverage provided by Article 21-A of this Agreement shall be submitted to the health insurance carrier for payment.
- B. A Bargaining Unit Member shall not in an application for a position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
- C. A Bargaining Unit Member shall not misrepresent his/her qualifications.

## ARTICLE 18

### PERSONNEL FILES AND BARGAINING UNIT MEMBER COMPETENCE

- A. Upon appointment with the Superintendent of Schools, a Bargaining Unit Member shall have the right to review the contents of all records, excluding initial references, of the Board pertaining to said individual originating after initial employment, and to have an Association representative present at such review.
- B. No material originating after initial employment shall be placed in a Bargaining Unit member's personnel record or file unless he/she has had an opportunity to review said material. The Bargaining Unit Member may submit a written notation regarding any material within 10 days and the same shall be attached to the material in question. If the Bargaining Unit Member believes the material placed or to be placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown. If a Bargaining Unit Member is requested to sign material to be placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the material's content.

Whenever the result of a reprimand or disciplinary action for any infraction of discipline or delinquency in performance is reduced to writing by the supervisor or administrator, the findings and decisions of the supervisor or administrator shall be filed, in writing, in the member's personnel file, and a copy given thereof to the member. The BESP member shall have the opportunity to prepare a written answer to the charges which shall be attached to the file with the reprimand within 10 days. The BESP member shall meet with the supervisor or administrator to develop a planned program to correct the deficiencies cited by the supervisor or administrator.

- C. Any evaluation of any Bargaining Unit Member's work performance shall be done at least annually by his/her immediate administrator and, in the case of Paraprofessionals, with input by the teacher to whom he/she is assigned for the largest part of the day. The evaluation report shall be in writing, on Appendix D, and if the Bargaining Unit Member's performance shall have been found to be unsatisfactory in any areas, shall contain specific suggestions as to how he/she can improve his/her performance in that area. Further, it shall contain a description of specific types of assistance that will be rendered by the evaluator and/or other staff personnel to aid in the improvement of the Bargaining Unit Member's work performance.
- D. If requested by either party, a conference shall be held between the evaluator and the Bargaining Unit Member within ten (10) working days of the formal evaluation to discuss the evaluation report.
- E. The completed evaluation report shall be given to the Bargaining Unit Member at least two (2) days prior to the evaluation conference. The evaluation report shall be signed by both the evaluator and the person evaluated and each shall receive a copy, although the Bargaining Unit Member's signature shall only indicate his/her awareness of its contents and shall in no way be construed to denote agreement with the contents. The Bargaining Unit Member shall have the right to attach an explanation or rebuttal to the evaluation report within five (5) working days of the conference, and it shall be included in his/her personnel file.
- F. No Bargaining Unit Member who has successfully completed his/her probationary period shall be discharged or disciplined without just cause.

- G. Probationary Bargaining Unit Members who are discharged or disciplined shall have the right of recourse through the grievance procedure up to and including the Board of Education, whose decision shall be final.
  
- H. Disciplinary action taken against an employee may range from oral warning to discharge. The objective of the action is to correct the employee's conduct or behavior in order to promote and maintain a maximum level of acceptable behavior on the part of such employee. Such disciplinary action should lead toward acceptable behavior and create the best possible work environment for employees. Discipline may follow the following graduated discipline, or may be imposed at any step deemed proper by the Employer, subject to the grievance procedure

Corrective Action Steps:

- 1) Verbal counseling
- 2) Written Reprimand
- 3) Suspension without pay
- 4) Discharge



## ARTICLE 19

### BARGAINING UNIT MEMBER PROTECTION

- A. Any Bargaining Unit Member who is absent because of injury inflicted by a Baldwin Community Schools' student or his/her parent or legal guardian as a result of an employment related activity, shall receive the difference between his/her weekly net income and the amount to which he/she is entitled under provisions of Worker's Compensation Laws for a period up to ten (10) weeks. Beyond the (10) weeks, such differential payments would be charged against compensable leave on a pro-rata basis at the Bargaining Unit Member's option.
- B. The Board will reimburse Bargaining Unit Members the current value of any clothing or other personal property destroyed or damaged as the result of negligence of the District or assault and/or battery upon the Bargaining Unit Member in the course of his/her employment unless such loss is covered by insurance or reimbursement is obtained from other sources. Reimbursement of amounts above five dollars (\$5.00) and up to one hundred fifty dollars (\$150.00) per occurrence will be paid.
- C. The Board will provide a designated off-street parking area exclusively for all school employees.
- D. No complaint arising from a Bargaining Unit Member's performance of duties as an employee of the Baldwin Community Schools by any parent or pupil shall become a part of the bargaining Unit Member's personnel file without such complaint first being reduced to writing and a copy furnished to the Bargaining Unit Member, being reviewed at a hearing in which the participants shall include the involved Bargaining Unit Member, an Association representative, and the Superintendent of Schools. If after such review, the complaint is to be made part of the Bargaining Unit Member's personnel file, the Bargaining Unit Member shall be given a copy of the complaint and shall have the opportunity to make comments attached to the file copy within ten (10) days of receipt. A transcript of the entire hearing may be taken at the election and expense of the Bargaining Unit Member and made part of the file at the Bargaining Unit Member's election.
- E. The Board will provide lounges for the use of Bargaining Unit Members in each building.
- F. Each building shall be appropriately equipped with First Aid items necessary for the safety of students and employees.

**ARTICLE 20**

**FRINGE BENEFITS**

A. The District agrees to provide the following fringe benefits:

1. Upon submission of a written application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or carrier, the District shall pay health insurance premiums (including any pro-rated payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or any similar accounts used for health care costs) for all eligible Bargaining Unit Members and their eligible immediate family members in an amount not to exceed the following monthly payment:

Single Coverage:	\$ 488
Two Person Coverage:	\$1,020
Family Coverage:	\$1,331

For the 2015-2016 and 2016-2017 school years the District agrees to pay health insurance premiums (including any pro-rated payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or any similar accounts used for health care costs) up to but not exceeding the amounts listed above, plus any adjustments made by the State Treasurer, pursuant to PA 152 of 2011.

2. In addition to health insurance, the District shall pay up to the following combined amount per eligible employee toward vision, dental, life, AD&D, and LTD insurance plan(s):

Single Coverage:	\$ 90
Two Person Coverage:	\$125
Family Coverage:	\$175

Due to the nature of vision, dental, life, AD&D, and LTD insurance plan(s), once a plan is chosen by the Association, all eligible employees must participate in the plan. Bargaining Unit Members shall be solely responsible for any amounts above the District's contribution which are necessary to maintain the selected coverage.

The insurance plan chosen shall comply with the PPACA, PA 152, and the IRS Code, including all necessary rules to avoid taxes, penalties, and fees chargeable to the District.

3. The type of health, vision, dental, life, AD&D, and LTD insurance plan(s) available to Bargaining Unit Members shall be determined on an annual basis by the Association. The Association shall provide all details necessary for Employer implementation, and shall transmit said details to the District with sufficient notice to allow the District to implement any insurance changes. Should the Association fail to identify preferred insurance plan(s) and provide all details necessary for Employer implementation, the insurance plan(s) shall be the plan(s) then in effect, however, the employer paid premium amounts stated above shall not change; the Bargaining Unit Member shall be solely responsible for any remaining amounts. The District shall not be responsible for any liability associated with late notice.
4. Any premium amounts beyond the Employer's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Bargaining Unit Member and shall be payroll deducted. To the extent allowable by law, the Bargaining Unit

Member may sign an agreement authorizing that any such premium amounts be payroll deducted through the Employer's Section 125 Plan. Where a Bargaining Unit Member is paid through less than 26 pays, the Bargaining Unit Member shall have prorated deductions removed from their pay sufficient to cover the Bargaining Unit Member's insurance premium contributions for the summer period. Where a Bargaining Unit Member is paid through less than 26 pays and becomes responsible for premium payments under this provision during the summer, payroll deduction of those premium amounts shall be made from the Bargaining Unit Member's salary in the ensuing school year, or the District may request that the Bargaining Unit Member present payment directly at its discretion. Failure of a Bargaining Unit Member to pay their portion of the costs shall alleviate the Employer of any duty to pay insurance contributions. The Employer shall have the right to make deduction of any amounts due from the Bargaining Unit Member's wages, and shall be held harmless from any liability arising from the deduction.

5. Eligible Bargaining Unit Members shall receive insurance as of the 1<sup>st</sup> day of the 1<sup>st</sup> full month following their employment. Those employees taking cash-in-lieu shall not be eligible for Employer paid health insurance contributions, but must participate in all other insurance products chosen by the Association. A Bargaining Unit Member shall be eligible for Employer paid insurance contributions if the Bargaining Unit Member is regularly scheduled to work at least 30 hours per week.
6. If the plan then in effect is a Health Savings Account, to the extent allowable by law, the Employer shall fund the premium first, then the HSA and/or other payments; but only to the maximums set forth above in Section A(1). HSA payments shall be in an amount that is no greater than the deductible of the health plan then in effect and shall be funded in one lump sum, one on or about January 1. Should the Employer fund co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or any similar accounts used for health care costs for the Bargaining Unit Member's benefit during the calendar year in which the insurance plan is implemented, whether previous to implementation or concurrent with implementation, the maximum Employer contributions listed above in Section A(1) shall be reduced by the pro-rated monthly amount the Employer funded the co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or any similar accounts used for health care costs for the Bargaining Unit Member's benefit.
7. Bargaining Unit Members who have access to another Bargaining Unit Member's District funded insurance shall not be eligible for separate Employer provided insurance, but must instead accept cash-in-lieu in accordance with subsection B, below. Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's District funded insurance, but have dependents of their own. Those individuals may take the District funded insurance. During open enrollment, Bargaining Unit Members electing health care coverage will sign a statement that they are complying with this paragraph.

B. Bargaining Unit Members who are eligible for Employer paid medical coverage premium contributions under subsection A of this Article may make a written waiver of that coverage and instead elect to receive cash-in-lieu (less applicable taxes). The cash-in-lieu option shall be as follows:

1-2 Members:	\$150 per member per month
3-4 Members:	\$300 per member per month
5-6 Members:	\$400 per member per month
6+ Members:	\$450 per member per month

The Bargaining Unit Member may direct all or a portion of the above amount to a 403(b) tax-sheltered annuity approved by the Employer through a separate written voluntary and elective contribution, as allowed by law.

- C. Unless otherwise noted within this Agreement, or as required by law, Bargaining Unit Members on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Employer's portion of insurance premiums for those days.
- D. If the Association chooses a group life insurance policy, Bargaining Unit Members are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Bargaining Unit Member must make application to the life insurance carrier within 31 days of any termination of their employment status.
- E. To the extent permitted by law and/or insurer's policies, Employer-paid insurance premium contributions shall continue as long as the Bargaining Unit Member is in a pay status, but terminate at the end of the month during which the Bargaining Unit Member ceases to be in a pay status, except as is otherwise provided herein or by law. Bargaining Unit Members may continue the coverage at their own expense to the extent permitted by law.
- F. The Employer shall not be required to remit premiums for any insurance coverages on behalf of an Bargaining Unit Member if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.
- G. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Bargaining Unit Member is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. The Employer, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Employer's failure to remit contractual premium amounts required of it.
- H. Changes in family status shall be reported by the Bargaining Unit Member to the Employer within thirty (30) days of such change. The Bargaining Unit Member shall be responsible for any overpayment of premium made by the Employer on his/her behalf for failure to comply with this paragraph.
- I. The Medical Benefit Plan Coverage Year shall be July 1 through June 30.

## ARTICLE 21

### ASSOCIATION ACTIVITIES

- A. The Association and/or its representatives shall have the right to use the school facilities at reasonable hours for meetings, provided that advance approval has been obtained from the Superintendent or his/her designee at least forty-eight (48) hours prior to the scheduled meeting. No charge shall be made for use of schoolrooms during school days from the hours of 7:00 a.m. to 10:00 p.m. Outside said hours, the District may make a charge for use of the facilities. The Board may also charge the Association for special custodial services when necessary, damages to District equipment, facilities, and other properties attributable to such use. Any use shall not violate the Campaign Finance Act.
- B. The Association shall be permitted to transact official Association business on school property at all reasonable times, provided that it shall not interfere with, or interrupt normal operations.
- C. Bulletin boards and other established internal communications media shall be made available to the Association and its members. Any use shall not violate the Campaign Finance Act.
- D. Association members shall have the right to distribute Association material to other Bargaining Unit Members as long as such distribution does not interfere in the normal operation of the work area of his/her job performance.
- E. The Association shall have the privilege of using school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and audio-visual equipment at reasonable times (as determined by the Superintendent or his/her designee). The Association shall pay for the cost of all materials, supplies, and repairs incidental to such use. Any use shall not violate the Campaign Finance Act.
- F. Whenever the President of the Association or his/her designee is mutually scheduled, during working hours, to participate in conferences, meetings or negotiations, he/she shall suffer no loss of pay.
- G. The Board agrees to provide the Association within five (5) days, in response to written requests to the Superintendent, with such public information as is available concerning the financial resources of the District and information related to the Bargaining Unit as may be necessary to assist the Association to bargain collectively with the school with respect to wages, hours and other terms and conditions of employment. The Association agrees that it may be required to provide assistance in compilation of some of the data. Original records shall be examined only at the office where they are kept. The Association will pay the actual cost of producing the data.
- H. At the beginning of every school year, the Association shall be credited with seven (7) days to be used by Bargaining Unit members who are officers or designated representatives of the Association. The Association shall be credited with an additional five (5) days the last year of the contract. The Association agrees to notify the Board or its agents no less than forty-eight (48) hours in advance of taking such leave. No more than two (2) Bargaining Unit Members shall use this leave on the same date, unless approved by the Superintendent.

## **ARTICLE 22**

### **GENERAL**

- A. Nothing contained within this Agreement shall be construed to deny or restrict to any Bargaining Unit Member rights he/she may have under the Revised School Code, or the applicable laws and regulations of the State of Michigan and the United States of America.
- B. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction, such provision shall be void and inoperative unless and until said ruling is overturned; however, all other provisions of this Agreement shall continue in effect.

## ARTICLE 23

### NEGOTIATION PROCEDURES

- A. On or before April 1<sup>st</sup> before the expiration of this Agreement, the Association and the Board agree to begin to negotiate over a successor Agreement in good faith and effort to set the hours, wages, terms and conditions of employment for the members of the Bargaining Unit. Any Agreement so reached shall be set to writing, signed by the Board and the Association, and shall apply to the entire Bargaining Unit.
- B. Neither party shall have any control over the selection of negotiation representatives from within or without the school district.

## **ARTICLE 24**

### **PRINTING OF AGREEMENT**

Copies of this Agreement shall be printed at Board expense within thirty (30) days of its signing, and shall be presented to all Bargaining Unit Members now or hereinafter employed by the Board. In addition, the Association shall be provided with ten (10) copies for its use.



**ARTICLE 25**

**DURATION OF AGREEMENT**

This Agreement shall become effective upon ratification by the Association and the Board and shall continue in effect through June 30, 2017. If an agreement is not reached on the renewal of this Agreement prior to the expiration date, it shall expire at such expiration date unless it is extended by mutual agreement of the parties in writing.

An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, may reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531.

FOR THE BALDWIN EDUCATIONAL  
SUPPORT PERSONNEL ASSOCIATION

FOR THE BALDWIN COMMUNITY  
SCHOOLS BOARD OF EDUCATION

\_\_\_\_\_  
Scott Pedigo, Chief Negotiator

\_\_\_\_\_  
Joseph W. Brooks Jr., President

\_\_\_\_\_  
Laurie E. Hiltz, President

\_\_\_\_\_  
Shawn L. Washington, Secretary

\_\_\_\_\_  
Date of Ratification by the Baldwin  
Education Support Personnel Association

\_\_\_\_\_  
Date of Ratification by the  
Board of Education

**APPENDIX A**

**BALDWIN COMMUNITY SCHOOLS  
Baldwin, Michigan 49304**

**BALDWIN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

**HOURLY WAGE SCHEDULE 2014-2017**

- A. Effective upon ratification of the 2014-2017 Collective Bargaining Agreement, each Bargaining Unit Member will receive a \$.40, \$.30 and, \$.10 per hour increase in their hourly wage rates on July 1, 2014, July 1, 2015, and July 1, 2016, respectively. The hourly wage scale for new hires shall be as follows:

<u>CLASSIFICATION</u>	<u>2014-2017</u>
Secretary	\$9.89
Paraprofessional	\$9.40

## **APPENDIX B**

### **LONGEVITY**

During the term of this Master Agreement, the following longevity payment schedule shall be in effect:

Beginning the 4 <sup>th</sup> year through 6 <sup>th</sup> year	\$150
Beginning 7 <sup>th</sup> year through 8 <sup>th</sup> year	\$250
Beginning 9 <sup>th</sup> year through 11 <sup>th</sup> year	\$350
Beginning 12 <sup>th</sup> year and beyond	\$500

Actual years of work service from last date of hire in the Baldwin Community Schools District.

Longevity shall be paid each year on the first (1<sup>st</sup>) pay day after the Bargaining Unit Member's anniversary date.

**APPENDIX C**

**BALDWIN COMMUNITY SCHOOLS/  
BALDWIN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

**GRIEVANCE REPORT FORM**  
(Attach Additional Sheets as Necessary)

**DISTRIBUTION OF FORM:**

SUBMIT GRIEVANCE REPORT TO IMMEDIATE ADMINISTRATOR IN DUPLICATE WITH COPIES AS FOLLOWS:

- |    |                           |    |             |
|----|---------------------------|----|-------------|
| 1. | Superintendent of Schools | 3. | Association |
| 2. | Immediate Supervisor      | 4. | Grievant    |

Grievance Number \_\_\_\_\_

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
----------	------------	------------------	------------

**BACKGROUND**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. 1. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Contract Articles Violated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP 1**

A. Date Meeting Held: \_\_\_\_\_

B. Disposition of Supervisor: \_\_\_\_\_

---

---

---

Signature

Date

C. Position of Association: \_\_\_\_\_

---

---

---

Signature

Date

**STEP 2**

A. Date Meeting Held: \_\_\_\_\_

---

---

B. Disposition of Immediate Supervisor: \_\_\_\_\_

---

---

---

Signature

Date

C. Position of Association: \_\_\_\_\_

---

---

---

Signature

Date

**STEP 3**

A. Date received by the Superintendent or Designee: \_\_\_\_\_

B. Disposition of Superintendent of Designee: \_\_\_\_\_

---

---

Signature Date

C. Position of Association: \_\_\_\_\_

---

Signature Date

**STEP 4**

A. Date Received by Board of Education or Designee: \_\_\_\_\_

B. Disposition of Board of Education: \_\_\_\_\_

---

Signature Date

C. Position of Association: \_\_\_\_\_

---

Signature Date

**STEP 5**

A. Date Submitted to Arbitration: \_\_\_\_\_

B. Disposition and Award of Arbitrator: \_\_\_\_\_

---

Signature

**APPENDIX D**  
**EVALUATION FORM**

EMPLOYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRESENT POSITION HELD: \_\_\_\_\_

LENGTH OF TIME IN PRESENT POSITION: \_\_\_\_\_

LENGTH OF TIME EMPLOYED: \_\_\_\_\_

I. Job Description Areas

A. Describe the member's performance in terms of quality of job responsibilities as related to the job description.

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---

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B. Describe the member's strong point(s) in regard to performance of job description responsibilities.

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C. Describe the member's weak point(s) if any in regard to performance of job description responsibilities.

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D. If needed, list the program for potential improvement and the timetable including follow-up:

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II. Comments (To be used by the evaluator if there is a need to make any other comments not covered by above; such as, attendance or punctuality.)

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III. Considering all of the above factors, the overall performance of the employee is:

- Outstanding
- Good
- Satisfactory
- Marginal/needs improvement
- Unsatisfactory

This performance appraisal has been completed and I have reviewed this completed form with my evaluator.

\_\_\_\_\_  
Signature-Bargaining Unit Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature-Evaluator

\_\_\_\_\_  
Date

Next Scheduled Review\_\_\_\_\_

**\*SIGNATURE DOES NOT NECESSARILY INDICATE AGREEMENT OR DISAGREEMENT.**



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