

**MASTER AGREEMENT**

**between**

**BOARD OF EDUCATION  
BIRCH RUN AREA SCHOOLS**

**and**

**BIRCH RUN EDUCATIONAL  
SUPPORT PERSONNEL  
ASSOCIATION, MEA/NEA**

**2013-2016**

**Birch Run, Michigan**

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## **AGREEMENT**

This Agreement is made this 22<sup>nd</sup> day of May, 2014, by and between the Birch Run Area Schools (hereinafter called the "Employer") and the Birch Run Educational Support Personnel Association, MEA/NEA (hereinafter called the "Association").

### **ARTICLE I - RECOGNITION**

#### **Section A. Scope**

Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for the term of this Agreement, of the following described employees of the Employer:

All full-time and regularly scheduled part-time Bus Drivers, Bus Mechanics, Custodial Maintenance, Secretary/Clerical personnel and Paraprofessional Aides, excluding Confidential Secretaries, (Superintendent and Personnel) Administrators, Supervisors and all other employees.

#### **Section B. Definitions**

1. The term "employee" when used hereafter in this Agreement shall refer only to members of the bargaining unit.
2. For hourly employees, the term "full-time employee" shall mean an employee who is regularly scheduled to work at least thirty-five (35) hours a week, or at least 1,820 hours per year, on a permanent basis.
3. For hourly employees, the term "regular part-time employee" shall mean an employee who is regularly scheduled to work less than thirty-five (35) hours a week or less than 1,820 hours per year.
4. The term "substitute" shall mean a non-bargaining unit member, who worked in the place of an absent employee during the absent employee's regularly scheduled hours and assignment, except, bargaining unit members may substitute for each other without having to leave the bargaining unit.

### **ARTICLE II - ASSOCIATION RIGHTS**

The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

**Section A. Facilities and Equipment Use**

1. The Association and its representatives shall have the right to use Employer buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Employer may make reasonable charge therefore. Such request must be made to the Supervisor at least twenty-four (24) hours in advance.
2. The Employer recognizes the need for the Association's members, as defined in this Agreement, to use equipment belonging to the Employer when it pertains solely to business being conducted by and for the Birch Run Educational Support Personnel. Access to the following equipment will be made available, providing it is not in use and a twenty-four (24) hour written notification to the Supervisor is provided: Typewriters, computers, duplicating equipment, calculating machines, and audio-visual equipment. The Association shall pay for the cost of all materials and supplies incident to such use.
3. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations, nor take place on employee paid work time. Association representatives will notify the appropriate Administrator of their presence upon such arrival at a District facility before any transactions occur.
4. Bargaining members shall be provided an area assigned for posting notices of official Association business. The Association may use the interoffice delivery service of the Employer, without U.S. postage, providing such usage is in compliance with official Association business. Any official union posting shall have an authorized signature, and a copy of the posting will be given to the Superintendent.

**Section B. Requests for Information**

The Employer agrees to furnish to the Association, in response to timely requests, all information in compliance with the Freedom of Information Act, 1977. Costs of duplicating, mailing and labor to honor such requests will be borne by the Association. Information provided to the Association for the negotiation process shall be at no cost.

**Section C. Unit Work**

It is understood that the members of the bargaining unit set forth in the foregoing recognition clause have the responsibility for performing duties normally associated with those positions.

**ARTICLE III - EMPLOYEE RIGHTS**

**Section A. Rights**

1. Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et seq; MSA 17.455(1) et seq., (PERA), the Employer hereby agreed that every bargaining unit member shall have the right to freely organize, join and support the

Association and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations. As a duly elected body, exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA other laws of Michigan, or the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Association at any time by the Employer.

2. Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.
3. The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer, except when such personal life activity clearly restricts the employee's performance of his/her work duties.
4. The Employer and the Union agree they will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap, or place of residence.

**Section B. Just Cause**

No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions with or without pay, reductions in rank, compensation, or discharge of a non-probationary bargaining unit member. Any such discipline, including adverse evaluation or bargaining unit member performance shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed.

**Section C. Representation**

A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action

be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

**Section D. Personnel File**

1. A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment and to have a representative of the Association accompany him/her in such review. Other examination of a bargaining unit member's file shall be limited to authorized administrative personnel, except that a non-bargaining unit member Association representative may review such files when necessary for contract administration purposes or to provide the bargaining unit member representation in other administrative or legal proceedings.
2. No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. Complaints against the bargaining unit member shall be put in writing with names of the complainants; administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and shall sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit member's personnel file.

**Section E. Assault**

Any case of assault upon a bargaining unit member while engaged in their work duties shall be promptly reported to the Employer. The Employer may promptly render all reasonable assistance to the bargaining unit member, when possible to prevent injury. The Employer will provide the bargaining unit member with access to its legal counsel to advise the bargaining unit member of his/her rights and obligations with respect to such assault as well as in connection with the handling of the incident by law enforcement and judicial authorities, provided the employee was following the rules, regulations and policies of the Board of Education. The Employer will reimburse any bargaining unit member up to \$500 during the course of one (1) calendar year for damages to or destruction or loss of the bargaining unit member's vehicle, clothing and/or other items necessary to be brought into the work place, provided such damage, destruction or loss occurred on school premises and was not occasioned by the negligence of the bargaining unit member and was not covered by insurance.

## **ARTICLE IV - MANAGEMENT RIGHTS**

The Employer, on its own and electors of the School District's behalf, retains and reserves without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system, its equipment, its operations, and to direct the working forces and affairs of the Board.
2. To continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or school hours or days.
3. To direct the employees, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
4. To determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of carrying out its services.
5. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific provisions of this Agreement and then only to the extent such specific provisions thereof are in conformance with the laws and Constitution of the State of Michigan and of the United States.

## **ARTICLE V - GRIEVANCE PROCEDURE**

### **Section A. Definition**

A claim or complaint by a bargaining unit member or group of bargaining unit members of the Association, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement affecting bargaining unit members' working conditions may be processed as a grievance as hereinafter provided. Neither the Union nor an employee may process or continue to process a grievance in which the same or similar issue is being processed to the Michigan Employment Relations Commission, EEOC, FEPC, or any other local, state or federal court agency.

### **Section B. Hearing Levels**

**Informal Level:** When a cause for complaint occurs, the affected bargaining unit member(s) shall request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The



Association may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder. All written grievances must contain the specific contract provisions allegedly violated, the date of the violation, the remedy requested and the grievant's signature.

**Formal Level 1:** If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within seven (7) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association. The Administration will attempt to not have the Superintendent involved in the grievance procedure at Formal Level 1 as the Board representative.

**Formal Level 2:** If the Association is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall within five (5) days be transmitted to the governing body of the Board or its designee. Within seven (7) days after the grievance has been so submitted, the governing body or its designee shall meet with the Association on the grievance. The Board's governing body or its designee, within seven (7) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).

**Formal Level 3:** If the Association is not satisfied with the disposition of the grievance at Level 2, the Association may, within twenty-five (25) days of receipt of the Board's disposition, submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the Board nor the Association shall be permitted to assert in such arbitration preceding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and Board.

### **Section C. Powers of the Arbitrator**

It shall be the function of the Arbitrator, except as the arbitrator's powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and sections of this Agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish salary scales or change any salary.
3. The arbitrator shall have no power to rule on any of the following:

- a. The termination of services of, or failure to re-employ, any probationary employee;
- b. Any matter involving employee evaluation;
- c. Any complaint for which there is another remedial procedure or forum established by law or regulation having the force of law.

**Section D. Miscellaneous Conditions**

- 1. The term "days" when used in this Article shall mean days the Employer's office is open for business and the bargaining unit is scheduled to work. Time limits may be extended by mutual written agreement.
- 2. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- 3. Grievances filed as Association grievances may, with mutual consent, be initiated at Formal Level 2 of the grievance procedure.
- 4. For the purpose of assisting a bargaining unit member or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Board shall permit an Association representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the Board which pertain to an affected bargaining unit member or any issue in the proceedings in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
- 5. A bargaining unit member who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose. A bargaining unit member with a grievance may meet with the local representative during the work day with the permission of the Administrator.
- 6. Grievances shall be begun at either the informal level, if a non-Association grievance, or Formal Level 2 if an Association grievance (under D-3 Miscellaneous Conditions above) not later than ten (10) days after the occurrence of the event giving rise to the grievance.
- 7. A grievance not begun or appealed, following a denial or no response, within the time limits specified will not be processed.
- 8. The Board of Education and the MEA representative will meet at least five (5) working days prior to an arbitration hearing to exchange witness lists and arrange details of the hearing, including any BRESPA members who will have to be excused from work.
- 9. If a schedule arbitration hearing is canceled, and/or postponed, on less than one (1) week notice to the other party and the arbitrator, the party making the request will pay any and all arbitrator's charges caused by the postponement and/or cancellation.

10. The Board of Education and BRESPA agree to the following as it pertains to cost of school employees attending arbitration proceedings:
  - a. The first arbitration of a fiscal year (July 1 – June 30), the Board of Education will be responsible for the cost of wages for the BRESPA President and one other individual attending arbitration proceedings.
  - b. The second arbitration of a fiscal year, BRESPA will be responsible for all wages of the persons it has attending arbitration proceedings.
  - c. The cost of wages for any further arbitration proceedings during a fiscal year will be as follows: third arbitration - see V.D.10.a, fourth arbitration see V.D.10.b. This rotation will continue until the conclusion of the fiscal year.

The grievance form is attached as APPENDIX B.

## **ARTICLE VI - SENIORITY**

### **Section A. Definitions**

Seniority shall be defined as the length of service within the District as a member of the bargaining unit first, within a given classification second and within a specific level last. Accumulation of seniority shall begin from the bargaining unit member's first working day as described above as described in Article VII Section B. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots. Classifications under this Agreement: Are listed in Appendix A.

Classification Seniority: Seniority accrued in one classification is not transferable to another classification. In the event an employee in the bargaining unit transfers from one classification to another, his/her accrued seniority shall be frozen in the classification from which he/she is transferred and may be used to avoid layoff only. Seniority in the new assignment shall begin as of the first day worked.

Seniority accrued in one level is not transferable to another level. In the event an employee in the bargaining unit transfers from one level to another, his/her accrued seniority shall be frozen in the level from which he/she is transferred and may be used to avoid layoff only. Seniority in the new assignment shall begin as of the first day worked.

Fringe Benefit Seniority: District seniority shall be used to determine eligibility for holidays and vacations.

Dual Seniority: An employee who concurrently holds positions in more than one classification shall hold dual seniority. Seniority shall be reflected in each classification in which the employee works.

## **Section B. Probationary Period**

All employees must serve a probationary period in order to gain seniority within the bargaining unit and/or within a classification and/or within a specific level.

During the probationary period, the employee shall be represented by the Association for all purposes except in the case of termination. The termination of probationary employees shall not be subject to the grievance procedure. Probationary employees shall not have seniority until they have completed their probationary period.

In order to gain seniority within the bargaining unit, classification, and level, a new employee must work sixty (60) days within a ninety (90) consecutive day period (exclusive of any unpaid leaves or layoffs); his/her seniority in the bargaining unit, classification, and level will date back to the first day of the ninety (90) consecutive day period in that position.

In order to gain seniority in another classification and/or level, the employee must work sixty (60) days within a ninety (90) consecutive day period (exclusive of any unpaid leaves or layoffs); his/her seniority in that classification and/or level will date back to the first day of the ninety (90) consecutive day period in that classification and/or level.

## **Section C. Seniority List**

The Employer will maintain an up-to-date seniority list showing the District wide, classification and level seniority of each employee. A copy of the seniority list will be posted on the appropriate bulletin boards on July 1st of each year. The names of all employees who have completed their probationary periods shall be listed on the seniority list, starting with the senior employee's name at the top of this list. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

## **Section D. Termination of Seniority**

Seniority shall be lost by a bargaining unit member for the following reasons:

1. The Employee resigns in writing.
2. The Employee is discharged for just cause.
3. The Employee is absent without notifying the Employer in excess of three (3) consecutive work days.
4. The Employee fails to return from leave for three (3) consecutive work days after the expiration of said leave.
5. The Employee is laid off for a period of time exceeding his/her seniority or five (5) years, whichever comes first. It is the employee's obligation to maintain a current address with the District's Human Resources Department by certified mail or electronic mail in order to preserve their recall rights.
6. The Employee accepts a non-bargaining unit position with the Employer.
7. The Employee retires.
8. The Employee fails to return to work on the date indicated on the recall notification letter or after an extension as approved by the Superintendent.

**ARTICLE VII - JOB DESCRIPTIONS**

**Section A. Job Description and Classifications**

For each classification the job descriptions will include at a minimum:

- (a) Job Title and Description
- (b) Minimum requirements
- (c) A statement of required tasks and responsibilities

**Section B. Procedures**

- 1. The job description shall be distributed to all new bargaining unit members when hired by the District. Copies of said descriptions shall be maintained in a file provided by the Employer at the District's personnel office facility and shall be made available for review by any bargaining unit member upon request, with copies provided upon request.
- 2. There shall be no changes in existing job descriptions without notice to and discussion with the Association.
- 3. Any evaluation of bargaining unit members' work performance shall be based mainly upon said job description.

**ARTICLE VIII - SUBCONTRACTING**

**Section A. Bargaining Unit Duties**

The Board of Education will not add other non-related duties not currently performed by the classification to a job classification without prior notice to the Union.

**Section B. Supervisors**

The Employer agrees that supervisors shall not be used at any time to displace bargaining unit members regularly employed in the bargaining unit, except in emergencies when bargaining unit members are not available and a large volume of work must be completed in a short period of time. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to recur.

## **ARTICLE IX - VACANCIES AND TRANSFERS**

### **Section A. Definition of Vacancy**

A vacancy shall be defined as a newly created position or a present position that is not filled, which the Board of Education intends to fill and to which no bargaining unit member has a contractual claim.

### **Section B. Posting**

All vacancies shall be posted in a conspicuous place in each building of the School District for a period of five (5) work days. Each position shall contain the following information:

- (a) Type of work
- (b) Location of work
- (c) Starting date
- (d) Rate of pay
- (e) Hours to be worked
- (f) Classification
- (g) Minimum requirements

Copies of postings will be sent to the local Association president prior to posting. Interested employees may apply in writing to the Superintendent or his designee within the five (5) day posting period. The Employer shall notify school year employees of vacancies occurring during the summer school vacation period by sending a copy of the posting to each such employee by email. The Employees shall be responsible for keeping the Employer informed of their current email address.

### **Section C. Filling Vacancies**

Vacancies shall be filled with the bargaining unit applicant who best meets or exceeds the qualifications as set forth in the position job description and determined by standard written and/or "hands-on" testing, which may include interviewing. In the event that several applicants have comparable acceptable test results, the employee with the highest seniority within the bargaining unit will be awarded the position, provided they can successfully complete the trial period. The trial period shall be a minimum of eight (8) days worked up to a maximum of twenty-five (25) days worked.

Bargaining unit members who are laid off shall have the right to submit an application during the posting period.

All applicants will be tested for determination of qualifications.

In the event that no bargaining unit applicant adequately meets the testing standard, the vacancy can be filled by an outside applicant.

#### **Section D. Notification**

Within ten (10) work days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association.

#### **Section E. Trial Period**

In the event of a transfer or promotion to a different classification, the trial period shall be up to twenty-five (25) days worked. The trial period is not a training period, but is for the purpose of giving the employee an opportunity to show his/her ability to perform the new job. During the trial period the Employer shall have the right to retransfer the employee, after eight (8) days worked if he/she does not have the ability to perform the job. The employee shall have the right to revert to his/her former position within twenty-five (25) working days. The Employer will give the promoted or transferred employee reasonable assistance in performing up to Employer standards on the new job.

#### **Section F. Temporary Transfers**

The Employer shall have the right to transfer employees irrespective of their seniority status from one job, to another to substitute for employees who are absent from work due to illness, accident, vacations, or leaves of absence for the period of such absence and to fill temporary jobs or temporary vacancies. A transfer shall be determined as an individual who changes a position for five (5) or more consecutive work days. Any employee so transferred who substitutes in place of the absent worker, shall be paid the regular rate for that position or the employee's regular rate, whichever is greater. It is also understood that employees may be transferred temporarily to other levels within the classification due to seasonal jobs or a need for extra manpower to complete an assignment.

When employees are transferred under this section due to an employee being granted a leave of absence, the position being filled shall be classified "Temporary" for a maximum of forty-five (45) work days.

#### **Section G. Job Shadowing**

A BRESPA member who wishes to acquaint themselves with the job duties and responsibilities of another position in the bargaining unit shall be allowed to "job shadow" on their own time if it does not interfere with the work duties of the mentor employee. Slight deviations in scheduling may be allowed on an individual basis but are not required. Approval of the mentor's supervisor must be obtained.

Job shadowing is an "observation only" experience. Employees are not allowed to perform any work related activities and will be required to sign a release form agreeing to the above condition.

## **Section H.**

In the event that a party to this agreement believes that a bargaining unit member is substantially performing the duties of a higher classification, a Level Review Committee shall be convened and render a decision within twenty-five (25) calendar days. The committee shall consist of:

1. The personnel coordinator for the District.
2. The business manager or assistant Superintendent for the District.
3. The BRESPA president or designee.
4. The most senior level employee in that classification who is not being reviewed.

The committee shall make a recommendation to the Superintendent. Upon receiving the recommendation from the committee, the Superintendent will have ten (10) calendar days to make a decision. The decision of the Superintendent shall be final.



**REQUEST FOR CLASSIFICATION/LEVEL REVIEW**

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Current classification level:** \_\_\_\_\_

**Proposed classification level:** \_\_\_\_\_

**Rationale based on classification criteria definitions (on separate sheet):**

**Supervisor Response:** \_\_\_\_\_

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## **ARTICLE X - WORK YEAR, WORK WEEK, WORK DAY**

### **Section A. Work Year**

The normal work year for all full year bargaining unit member employees shall be twelve (12) months, July 1, through June 30. Less than full year bargaining unit member employees, will have a work year that corresponds to the availability of their work but having a total number of work days at least equal to that of the academic school year calendar. Some employees may start their work year a few weeks prior to the beginning of the school year and extend a few weeks after the end of that school year. Should a position be created that is less than the academic school year in duration, representatives of the BRESPA and Board will meet and resolve the new situation. In the event the school year for student attendance is extended beyond 181 days, employees whose work year is determined by the student attendance year will be paid for all days in excess of 181.

Bargaining unit members shall receive at least one half (.5) day of paid in service/professional development training per school year.

### **Section B. Work Week**

The normal work week for all bargaining unit members is Monday through Friday.

### **Section C. Work Day**

1. The work day shall be determined by the Employer.
2. The normal work day for all full-time employees shall be 8 ½ hours which includes a thirty (30) minute unpaid lunch.
3. The minimum call-in time pay for work performed by maintenance and secretarial employees in emergency situations shall be one (1) hour.
4. All bargaining unit members, will be entitled to two (2) fifteen (15) minute relief times except that bargaining unit members working less than the normal work day, but more than three (3) hours, may receive one (1) fifteen (15) minute relief time. Bargaining unit members working overtime will be entitled to an additional fifteen (15) minute relief time for every two (2) hours worked. The relief time shall be scheduled by the supervisor.
5.
  - a. Secretarial/clerical bargaining unit member employees shall be entitled to a thirty (30) minute duty-free unpaid lunch hour. A secretary may, with mutual agreement with his/her immediate supervisor, arrange to work in an on-call basis during the scheduled lunch hour and in exchange end the paid work day thirty (30) minutes early.
  - b. In the event that building secretaries or paraprofessionals work overtime during evening parent-teacher conferences, they shall receive the same one-half (.5)

day off that the teachers receive as compensation time, instead of overtime pay.

- c. Paraprofessional Classroom Assistants Level III, are to work on days when students are in session. They are to work one half day on days such as parent-teacher conferences if they are requested by the building principal to work. If there is no work available for them to complete they are not to work. Furthermore, if the Paraprofessional Classroom Assistant Level III elects not to work after consulting with their building principal, the Paraprofessional Classroom Assistant Level III will not be paid for the afternoon. In either case, the Paraprofessional Classroom Assistant Level III is to check with his/her building principal (Paraprofessional Classroom Assistants Level IV as appropriate).
6.
    - a. Paraprofessional aides shall receive an unpaid thirty (30) minute duty-free lunch.
    - b. Normally, paraprofessional classroom assistants' workday shall begin and end the same as the student day. However, some paraprofessional aides' hours may vary depending upon an individual student assignment or non-classroom assignments.
  7. The District will not create two or more part time positions in the same classification if the work can be done by a full time employee.

**Section D. Overtime Maintenance**

1. For the maintenance department, overtime shall be divided among bargaining unit members within each classification.
2. When a bargaining unit member has suffered injury on the job and is covered under worker's compensation, upon his/her return, every effort shall be made to adjust this loss in overtime by giving him/her first assignment for overtime.
3. Time-and-One-Half and Double Time:
  - a. Time-and-one-half shall be paid for all hours worked over forty (40) hours in one week, and for all hours worked on Saturday.
  - b. Double time shall be paid for all hours worked on Sundays and Holidays as designated in this Agreement.

**Section E. Overtime Secretaries and Paraprofessionals**

1. For the secretarial and paraprofessional classifications overtime shall be offered on a specific job position basis.

2. a. Time-and-one-half (see X.D.3.a above)
- b. Double time (see X.D.3.b above)

**Section F. Substitutes**

Bargaining unit members shall have first choice to substitute for other bargaining unit members as long as the time of work does not conflict with their regular job. Bargaining unit members substituting in their current classification shall receive the regular rate of pay for the position in which they are subbing. Bargaining unit members substituting in other classifications will be paid the substitute rate of pay as determined by the Employer. If the Employer requests an employee to substitute in other classifications during the time of the regular shift, the employee will be paid the higher rate of pay of their regular rate of pay or the contractual rate of the position for which the employee substitutes. Substitute employees will be paid the substitute rate of pay as determined by the Employer. If work assignments are to be shifted to accomplish such tasks and overtime is required, only those bargaining unit members in their classification as per Sections D and E will be offered the assignment(s). It is understood that the Employer is not required to change work assignments to create overtime opportunities for employees.

**Section G. End of Shift**

Members of the classification maintenance shall be granted not more than ten (10) minutes at the end of the work shift to be used to put away equipment and supplies and for the purpose of personal cleanup.

**Section H. Act of God**

A. Maintenance

Nothing in this Agreement shall require the Employer to keep offices/buildings open in the event of inclement weather, or when otherwise prevented by an Act-of-God, or an event that causes the closing of schools. If and when this occurs, the Superintendent of schools will decide whether or not, and where employees of the bargaining unit will report to work. Maintenance that are required to report shall be paid for eight hours work, provided they are able to work at least six hours of the work shift. For every eight (8) hours maintenance works on an Act-of-God day, he/she will receive half (1/2) an additional vacation day. The Act-of-God hours worked shall be cumulative for each school year. Additional vacation time accrued shall be taken during the summer when school is not in session.

B. It is understood that State School Aid Act Section 101(4), as amended, does not require the first six (6) "Act of God" days called during any school year to be made up and the board shall not require the BRESPA Members to do so. It is understood that the BRESPA Members shall not lose any compensation for the first six (6) "Act of God" days called during any school year. Any "Act of God" days over and above these six (6) days during any school year shall be made up with no additional compensation. If public School Aid Act Section 101(4), as amended, changes and does not require the make-up of "Act of God" days, the board shall not require BRESPA Members to make them up.

C. Secretaries, if asked to report on Act-of-God days, will be paid at time and one half.

- D. Fifty-two (52) week secretaries will not suffer any loss of wages for Act-of-God days which need to be rescheduled for other bargaining unit members.

**ARTICLE XI - LAYOFF AND RECALL**

**Section A. Definition**

Layoff shall be defined as a reduction in the work force beyond normal attrition. The Board of Education shall determine when a layoff is to take place.

**Section B. Notice of Layoff**

No employee shall be laid off unless the employee shall have been notified in writing of the layoff at least ten (10) work days prior to the effective date of the layoff, except for unforeseen circumstances beyond the control of the Board.

**Section C. Layoff Procedure**

In the event of a reduction in work force, the Employer shall first layoff probationary bargaining unit members, then the least senior bargaining unit members in the level within the classification affected by the reduction. Members affected by the layoff may only bump other bargaining unit members in the same classification and in the same level or a lower level. In no case shall a new employee be employed by the Employer in the affected classification while there are laid off bargaining unit members in the classification who are qualified for a vacant or newly created position.

Bargaining unit members whose positions have been eliminated due to a reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, as per Article X for which they are qualified, and hold sufficient seniority, which is held by the least senior bargaining unit member with a similar number of hours or pay in any classification in which they hold seniority. An employee must exercise his/her right to bump by written notice to the Superintendent or his designee within five (5) work days after receipt of a layoff notice.

**Section D. Reduction in Work Hours**

There shall be no reduction in the normal work hours provided for any bargaining unit member or position without the prior notification to the members and the Association. In the event of a reduction in the work hours, bargaining unit members with the greater seniority in the affected level within the classification may use same to maintain his/her normal work schedule by displacing bargaining unit members with less seniority in their classification/level on the work schedule. In no case shall a reduction of any bargaining unit member's work hours take effect until ten (10) working days after written notice to the affected bargaining unit member(s) is given by the Employer. An employee must exercise his/her seniority rights under this section by written notice to the Superintendent or his designee within five (5) work days after receipt of a reduction in hours notice. There shall be no reduction of hours of either all employees, the

employees in a classification or the employees in a level to avoid the layoff of a single employee or group of employees.

**Section E. Benefits**

In the event of a layoff, fringe benefits will continue until the next scheduled payment is due.

**Section F. Substitute Priority**

A laid off employee may upon application, be granted priority status on the substitute list in their classification from which he/she has been laid off, provided the laid off employee has the qualifications and ability to perform the work.

Employees used as substitutes under this section shall be paid the rate he/she was receiving at the time of layoff.

**Section G. Recall**

When the work force is increased after a layoff, employees will be recalled who have similar hours or pay and level within the same classification, with the most senior employee in the classification being recalled first, provided the employee has the qualifications and ability to perform the work.

When the work force cannot be filled through a recall, the vacancy will be posted according to Article IX (Vacancies and Transfers) with current and laid off bargaining unit members eligible to apply. All laid off employees will be notified of openings as they occur. Openings will be filled with bargaining unit members.

**Section H. Notice of Recall**

Notices of recall of employees on layoff shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. An employee on layoff shall be given at least five (5) work days from date of mailing of notice to return to work. The Employer may fill the position on a temporary basis until the recalled employee reports to work.

**ARTICLE XII - LEAVES OF ABSENCE WITH PAY**

**Section A. Sick Leave**

Each regular full-time and part-time employee covered by this Agreement shall, upon the completion of the probationary period, be entitled to one (1) earned sick leave day per month worked with unlimited accumulation.

A month worked shall be defined as working eighty percent (80%) of the employee's scheduled work hours. If an employee does not work a day during the month, but receives payment, such as sick leave, holiday pay, or vacation, those paid hours will count as hours worked.

Furthermore:

- \* "School year employees" will receive up to ten (10) days per year;
- \* 42, 43 and 44 week employees will receive up to eleven (11) days per year;
- \* 52 week employees will receive up to twelve (12) days per year;
- \* Groundskeeper is limited to seven (7) days per year.

1. An employee may use all or any portion of his/her earned sick leave for personal illness, personal injury or physical disability including maternity related disability as follows:

Employees working four (4) hours or more per day may use sick leave in increments of no less than one (1) hour.

Employees working less than four (4) hours per day may use sick leave in increments of no less than two (2) hours.

If an employee elects to use paid sick leave for maternity related disability, such leave will be used in place of an unpaid leave of absence and can be used only for the actual time of disability. Bargaining unit members must notify his/her immediate supervisor at least one hour in advance of such absence(s).

2. A maximum of ten (10) days sick leave per year may be used for a serious illness in the immediate family. Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, grandparents, grandchildren, step father, step mother (current) and the ward of a legal guardian.
3. If an employee is to be absent from work for more than three consecutive days, the Employer may require a physician's written statement certifying the employee's need to be away from the work place. The Employer, at its expense, may require the employee to submit to a physical examination by the Employer's physician. The three consecutive day requirement may be waived in cases of an established absenteeism record with prior notification to the Association.
4. Request for the use of available sick leave by employees shall not be used to create a strike action as defined under PERA.
5. Additional Uses of Sick Leave:

In addition to personal illness or injury, sick leave may be utilized for the following with proper verification to the Superintendent or his/her designee.

- (a) Fire, accident, pallbearer

- (b) Marriage or the graduation from high school or equivalent, or college, including military or trade school of a son, daughter, spouse or of the employee two (2) days per occurrence per year)
  - (c) Required court appearance by subpoena
  - (d) Child born to wife three (3) days per occurrence per year)
  - (e) Immediate member of family leaving for service (one day per year)
  - (f) One (1) day per emergency illness or injury in the family which requires an employee to make arrangements for necessary medical and nursing care
  - (g) Dental and doctor appointments
  - (h) Any other reason approved in advance by the Superintendent
6. Any employee may, at the sole discretion of the Superintendent, donate up to five (5) sick days to a fellow employee.
7. Sick Leave Bank
- a. Any bargaining unit employee may contribute from his/her current sick leave, one (1) day to the sick leave bank. The sick leave bank will not exceed a total of one-hundred-fifty (150) days. If the balance of days in the bank falls below twenty-five (25) days an assessment of one (1) additional day will be made to each member of the sick bank.
  - b. When an employee's sick leave has been exhausted, and if he/she has contributed a day to the bank, such employee may be granted additional sick leave days, not to exceed twenty (20) work days. All withdrawals from the bank are subject to the following:
 

An employee is not eligible for bank benefits until he/she has repaid borrowed days and contributed an additional day. In order to be eligible to draw from the bank, the employee must present a doctor's certificate of illness or injury.
  - c. The sick leave bank shall be available to all employees in the School District who have made a contribution to the bank. An employee must be a member of the sick bank for ninety (90) calendar days before being eligible to withdraw days from the bank.
  - d. The sick leave bank shall be administered by one (1) person designated by the Superintendent and two (2) authorized representatives of the Association; these persons shall be the sick leave bank committee which shall administer all matters related to the sick leave bank. The decisions of the committee shall be subject to the approval of the Superintendent.
  - e. Sick leave bank days shall not be used where its payment would reduce other benefits provided in this contract or by law.
  - f. Any authorized employee who uses sick bank days shall repay those days to the sick bank at a minimum rate of five (5) days per year. Said employee may not borrow again from the bank until all used days have been repaid. The five (5)



days replenishment rate shall be automatically deducted at the beginning of each year until the balance is repaid. If employment with Birch Run Area Schools is terminated, outstanding debts to the bank must be paid before qualifying for terminal pay. A person does not have to replenish days that were originally contributed by themselves; however, at least one day must be re-deposited to be eligible for another loan from the bank.

**Section B. Funeral Leave**

An employee shall be allowed three (3) working days immediately prior to or directly after the funeral, as funeral leave days not to be deducted from sick leave for a death in the immediate family including Brother In-Law or Sister In-Law for this provision. If additional time is needed two (2) work days may be granted and deducted from sick leave.

All employees shall be allowed one (1) working day per year without loss of pay as a funeral leave day, to be deducted from sick leave, for any death.

**Section C. Personal Business**

Each bargaining unit member will receive on the first day of work in the new school year one (1) day to be used for the bargaining unit member's personal business. A bargaining unit member planning to use a personal business day shall notify his/her supervisor at least one (1) day in advance, stating the nature of the business, except in cases of emergency. Personal business days shall be available for the practice of individual religious preferences. Personal business days shall be used only for business which cannot be scheduled outside the scheduled work day.

Unused personal business days shall be carried over and accrue no more than five (5) in any given year.

**Section D. Jury Duty**

An employee who has been selected and served on jury duty will be paid their normal daily/hourly pay for the time spent on duty and shall forfeit to the District any pay received for jury duty minus pay for mileage provided he/she makes himself/herself available for work within his/her regular work schedule when not occupied with jury duty. It is understood by the foregoing provisions that on any day on which the employee is dismissed within two (2) hours from the ending of his/her shift, he/she shall not be required to work the balance of his/her shift.

To be eligible for a jury duty pay differential, the employee must furnish the Board with a written statement from the appropriate public official listing the dates he/she received pay for jury duty, the amount paid and the hours in attendance.

**Section E. Association Days**

The Employer shall grant the Association ten (10) paid leave days per year for the use of its representatives to conduct Association business or participate in Association activities. Seven (7) of these days shall be paid by the Employer and, three (3) by the Association. No more than

two employees per classification will be away at any given time. Association days shall not be used by employees to participate in any strike or picketing activity. Such time off will be charged in one-quarter (0.25) day increments. Association days, paid by the Board, will not be used for attendance at Board meetings or meetings with community members unless specifically requested by the Board.

**Section F. Other Leaves**

The Superintendent may grant up to six (6) hours of paid leave to part-time paraprofessional staff for reasons not covered in this Article. Each request for this leave will be considered on its individual merit. The particular circumstances surrounding each leave will be reviewed by the Superintendent with the understanding that the decision will in no way establish a precedent. The decision of the Superintendent as to whether such leave should be granted is final.

**Section G. Workers Compensation**

Absence due to injury or illness covered by Workers Compensation incurred in the course of the employee's employment shall be charged against the employee's personal sick leave for the first seven (7) calendar days of such absence. Following this period, the employee may choose "1" or "2" below.

1. An employee eligible for Workers Compensation benefits will receive those benefits provided in accordance with the act exclusively.
2. Personal accumulated sick leave days shall be made available to the injured employee during the period he/she is unable to work as a result of an accident. If the employee chooses this option of using sick leave days, his/her Workers Compensation benefits shall be supplemented by school funds to give the employee the equivalent of his/her regular daily rate. The employee's personal accumulated sick leave would be charged in one-fifth (1/5) day increments for each day off. The employee would continue to draw a regular bi-weekly pay check, but would sign over the Workers Compensation benefit check(s) to the District until he/she has exhausted his/her accumulated sick leave.

If the illness or injury extends to fourteen (14) days so that the first seven (7) calendar days are covered, the employee may turn in their workers compensation check for week one over to the District and their sick leave days will be re-credited to their account.

If necessary this provision may be amended by letter of agreement.

**ARTICLE XIII - LEAVES OF ABSENCE - UNPAID**

**Section A. Length and Eligibility**

1. Leaves of absence without pay or benefits not to exceed one (1) year or the length of their seniority whichever is less shall be granted without loss of seniority upon written request to the Superintendent or his designees. Such leave shall be for the purpose of medical reasons, subject to a physician's statement, or as otherwise state in Section B below.

2. Eligibility for a leave of absence requires a minimum of one (1) year of continuous employment by the Board as a permanent employee.
3. Except in cases of emergency, employees will request such leave in writing to the Superintendent or his designee at least thirty (30) days prior to the start of said leave.

**Section B. Reasons for Leaves of Absence are as follows:**

1. Infant Child Care Leave: Infant child care leave will be granted in accordance with Section A of this Article.
2. Upon the recommendation of a physician a health leave without pay or benefits may be granted for prolonged illness in the immediate family, provided the immediate family member is the spouse, a child, a parent or the employee him/herself.
3. Leaves for other purposes may be granted at the discretion of the Superintendent.

**Section C. Return from Leave of Absence:**

1. Employees on leave must either return, resign, or request a special extension for a maximum of one (1) additional year. The Board at its discretion may or may not approve such an extension request.
2. When an employee's health permits his/her return, he/she shall make his/her request known in writing to the Superintendent and will submit a statement from a physician of the employee's fitness for work. In the event there is a question of the employee's fitness to return to work, the Board has the right to request an examination at Board expense.
3. An employee returning from an approved leave of absence shall be reinstated to the position and classification he/she held when the leave began, provided said position still exists and the employee has the skills to perform the existing work. If the position has been eliminated or changed, the returning employee shall return to a comparable position held by the least senior employee in his/her classification.
4. An employee returning from a leave of absence of less than and including sixty (60) calendar days shall be required to notify the Board in writing, of his/her intent to return at least five (5) working days prior to the date of his/her return.
5. Employees wishing to return from a leave of absence of more than sixty (60) calendar days shall be required to notify the Board in writing of his/her desire to return at least eleven (11) working days, prior to the date of return, or to request an extension, or to submit a resignation. Otherwise the employee will be considered as terminating his/her employment with the District.

Any employee who does not report back to work by the expiration of such leave and does not receive an extension shall be considered to have resigned from employment by the District.

**Section D.**

The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

**Section E. Miscellaneous:**

Employees who are not eligible for vacation and have used their personal and float days may request up to five (5) per year days of unpaid leave for personal use. The decision of the Superintendent shall be final.

**ARTICLE XIV - HOLIDAYS AND VACATIONS**

**Section A. Holidays**

All full-time bargaining unit members, except for part time secretaries, shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each bargaining unit member. Such holidays will be observed in accordance with the schedule set forth in Appendix C of this Agreement.

Labor Day	Thanksgiving
Day after Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve
Good Friday	New Year's Day
Memorial Day	Monday of Spring Break

\*Floating Day (for all employees except part time secretaries and paraprofessional aides unless they work 181 days or more, seven (7) hours per day.)

Paraprofessional Aides, and part-time secretaries shall have Thanksgiving Day, Christmas Day and New Year's Day as a paid holiday.

Groundskeeper shall have Memorial Day, July 4 and Labor Day as paid holidays.

\*No more than 2 maintenance, 2 secretaries per building, 2 aides per building will be scheduled off on a given day. Employees working summers shall have the days provided above plus July 4. Absences immediately prior to and/or directly after a paid holiday or scheduled vacation day will require proper verification to receive the holiday or vacation pay.

**Section B. Vacations**

All bargaining unit members regularly scheduled to work 195 days but less than 260 days per year will receive the following vacation days.

Days worked/260 multiplied by the Vacation Day Schedule minus six (6) days

Said vacation time may be used by eligible bargaining unit members at times of the bargaining unit member's choosing subject only to the condition where more than one bargaining unit member requests the same vacation date(s) and work scheduling demands reasonably prohibit all requesting bargaining unit members from being absent at the requested times. In such instances the affected bargaining unit member having the greatest seniority shall be granted his/her preferred vacation date(s).

During the first ten (10) days school is in session, employees can request vacation dates. If more than the allowable number of employees request the same time, vacation requests will be granted by seniority. After that time, requests can be made at any time. If approved, the time cannot be "bumped" by a more senior employee.

Vacation time may only be accumulated to the following year when circumstances caused by the employer prevents the bargaining unit member from using such vacation time. Upon termination a bargaining unit member shall receive pro rata vacation allowance for each month or major fraction thereof between his/her anniversary date and termination date. Pay for all unused vacation time shall be based upon his/her then current rate of pay. Vacation time shall be computed as of each bargaining unit member's anniversary date on the basis of the following schedules:

**Vacation Day Schedule:**

<u>*Credited Years of Employment</u>	<u>Vacation Days</u>
during first year	2 days
after 1 but less than 2 years	5 days
after 2 but less than 5 years	10 days
after 5 but less than 10 years	15 days
after 10 but less than 15 years	18 days
15 years or more	20 days

\*Credited years of employment for vacation calculations shall require that persons going on unpaid leave of absence have that leave time subtracted from their total years of employment.

**Example**

**Employee #1 works a 210 day schedule and has been an employee for 14 years.  
210/260 x 18 – 6 = 9 days (rounded to the nearest tenth)**

**Employee #2 works a 220 day schedule and has been an employee for 6 years.  
220/260 x 15 – 6 = 7 days**

A minimum of two (2) hours may be taken for vacation and in not less than one (1) hour increments.

It is hereby understood between the parties that all full-time secretarial bargaining unit members employed before July 1, 1990 shall have their vacation time allotment to begin July 1 and end June 30 of each year. This vacation time allotment is based on the credited years of employment as per the Master Agreement dated July 1, 1991. Employees hired or awarded a secretary's position after January 1, 2007 and working less than 48 weeks a year will receive two (2) days vacation the first year and a maximum of five (5) days per year thereafter. Employees currently working in the Classification, Secretaries, on January 1, 2007 will receive vacation time per the above schedule or if a secretary held a secretary position on January 1, 2007 and transfers to another position in the classification, Secretaries, they will continue to receive vacation time per the above schedule.

## **ARTICLE XV - COMPENSATION**

### **Section A. Wage Schedule**

The wages for employees covered by this Agreement are set forth in APPENDIX A which is attached to and incorporated into this Agreement.

### **Section B. Probationary Wage Rate**

All new employees while serving their initial probationary period will be paid at a rate equal to eighty-five percent (85%) of the rate for the classification into which they are hired and are working during the probationary period. In the event an employee is substituting for a vacant position and they fill that position on a probationary full-time status, they shall be paid the probationary rate from the first day they were continuously substituting in the position awarded.

### **Section C. Pays**

All school year employees shall have the option of taking pay in twenty-six (26) equal installments; this option shall expire on June 30, 2014. Thereafter, all employees shall be paid based on actual hours worked during the pay period. All employees shall have their checks directly deposited into a financial institution of their choice.

### **Section D. Unused Sick Days**

Any employee retiring from the District in accordance with the State of Michigan Retirement Program and with at least ten (10) years of service to the District, or who voluntarily resigns their position with at least twenty (20) years of service to the District, who was hired prior to July 1, 1997, shall be compensated at fifty percent (50%) of-his/her current daily rate of pay for each accumulated day of unused sick leave up to a maximum of one hundred (100) days. Employees hired after July 1, 1997, shall be compensated at sixty percent (60%) of his/her current daily rate of pay for each accumulated day of unused sick leave up to a maximum of \$2,000.

**Section E. Fringe Benefits**

1. Maintenance and secretary/clerical employee bargaining unit members, shall be eligible for the following insurance programs for a full twelve (12) month period:

**PLAN A**

For full-time maintenance and full-time secretary/clerical employee bargaining unit members Health, Dental, Vision, LTD, and Life—from the program mutually selected by the Association and the District.

For the 2013-14 school year, the Board of Education’s insurance contribution to Plan A shall be capped at \$15,626 per year for full-family, \$14,269 for two person, and \$7,179 for single subscriber. Contribution caps will be increased each contract year by the change in the Consumer Price Index (CPI—All Cities) from May to May from the preceding year.

MESSA Choices II	Rx \$10/\$20 OV/UC/ER - \$20/\$25/\$50 In Network Deductible - \$500/1000
MESSA LTD 66 2/3%	90 calendar day modified fill \$3,750 maximum, freeze on offsets, alcoholism/drug addiction and mental/nervous same as any other illness
MESSA DENTAL	MESSA/Delta Dental Plan (75/75/75: \$1,500) COB 75: \$1,500 Adult Ortho
MESSA NEGOTIATED LIFE	\$20,000 AD&D
MESSA VISION	VSP-2

**PLAN B**

For employees eligible for Plan A and not needing health insurance, part-time secretaries and paraprofessionals who are scheduled to work twenty-five (25) hours or more per week. Dental, Vision, LTD, and Life—from the program mutually selected by the Association and the District.

For the 2013-14 school year, the Board of Education’s insurance contribution to Plan B shall be capped at \$1,905. Contribution caps will be increased each contract year by the change in the Consumer Price Index (CPI—All Cities) from May to May from the preceding year.

MESSA DENTAL	MESSA/Delta Dental Plan (75/75/75: \$1,500) COB 75: \$1,500 Adult Ortho
MESSA VISION	VSP-2

MESSA NEGOTIATED LIFE	\$20,000 AD&D
MESSA LONG TERM DISABILITY	Same as in Plan A above

Maintenance and Secretary/Clerical employee bargaining unit members eligible for Plan A who select Plan B shall be provided two-hundred dollars (\$200) per month.

- a. Each eligible bargaining unit member must elect to be covered by either Plan A or Plan B as specified above.

**PLAN C**

Paraprofessional aides, part-time secretaries and other similarly situated part-time employees, who are scheduled to work less than twenty-five (25) hours a week, shall be eligible for the following insurance programs for a full twelve (12) month period for the bargaining unit member.

Vision, LTD, and Life—from the program mutually selected by the Association and the District.

For the 2013-14 school year, the Board of Education’s insurance contribution to Plan C shall be capped at \$376. Contribution caps will be increased each contract year by the change in the Consumer Price Index (CPI—All Cities) from May to May from the preceding year.

MESSA VISION	VSP-2
MESSA NEGOTIATED LIFE	\$20,000 AD&D
MESSA LONG TERM DISABILITY	Same as in Plan A above

**Dental**

Paraprofessionals who work less than twenty-five (25) hours a week will receive one-hundred-twenty-five dollars \$125/year toward dental expenses or dental plan for employee and dependents.

Bargaining unit members who are only eligible for the Plans B or C but are in need of health insurance may elect to take Plan A above by paying the difference between Plan A and Plan B through payroll deduction with a Section 125 Plan provided by the Board of Education for health insurance and group life.

**Section F. Personal Mileage**

Any bargaining unit member that is required to use their own vehicle for school business will be reimbursed at the current IRS rate. If that use includes checking road conditions in the winter, towing expenses will be reimbursed.



## ARTICLE XVI - EVALUATION

### Section A. Procedure

1. All monitoring or observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member. Formal evaluations will occur at least once a year. Probationary employees will be formally evaluated every forty-five (45) days.
2. Observations of bargaining unit members work shall be for periods of time that accurately sample the bargaining unit member's work. Each bargaining unit member, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria will consist mainly of those duties contained in the job description. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate supervisor.
3. All formal evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the bargaining unit member is to improve. In subsequent observation reports, failure to again note a specific deficiency in an unsatisfactory area shall be interpreted to mean that adequate improvement has taken place in that area.
4. Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.
5. If a supervisor indicates that a bargaining unit member is doing unsatisfactory work in one or more areas, a follow-up observation and conference will occur addressing those areas of concern. The follow-up evaluation and conference will occur within sixty (60) days of the formal evaluation. At that time indication will be given as to the improvement or lack thereof will be noted. Such follow-up evaluation will be in writing and placed in the bargaining unit member's personnel file.

The criteria and content of the evaluation will not be subject to the grievance procedure. Only the process and the evaluation procedure may be the subject of a grievance.

6. In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons thereof in writing with a copy to the Association.

## **ARTICLE XVII - NEGOTIATIONS PROCEDURES**

### **Section A. Terms and Conditions**

It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties. It is in the public interest that the opportunity for mutual discussion of such matters be provided.

### **Section B. Procedures**

Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term. Before each negotiation session officially adjourns, the agenda, time, and place for the next session shall be mutually agreed upon by the chief negotiators. When negotiations are conducted during regular work hours, released time may be provided for no more than two (2) of Association negotiating committee for each bargaining session.

### **Section C. Bargaining Team**

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

### **Section D. Final Agreements**

There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one by the Association. Copies of this agreement shall be printed at the expense of the Employer within thirty (30) days after the agreement is signed and presented to all bargaining unit employees now employed or hereafter employed by the Employer. In addition, the Employer shall provide the Association ten (10) copies of the agreement without charge to the Association.

## **ARTICLE XVIII - WORKING CONDITIONS**

### **Section A. Unsafe or Hazardous Conditions**

Bargaining unit members shall report, in writing, any alleged unsafe or hazardous working conditions which may endanger their health, safety or well-being. Such reports will be

investigated and, if necessary, corrected by the Employer. The Employer shall provide adequate rest areas, lounges and restrooms for bargaining unit member's use.

The Employer shall take all precautionary steps required by law when having employees work with asbestos. Maintenance employees who are involved in the removal and/or encapsulation of asbestos shall be provided a complete medical examination once every three (3) years.

**Section B. Student Discipline**

The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work area. The Employer or its designated representative shall take reasonable steps to relieve the bargaining unit member of responsibilities in respect to students who are disruptive or who repeatedly violate rules and regulations. The Employer shall reimburse the bargaining unit member for the loss, damage or destruction of personal property required by the Employer on school premises, provided the loss, damage or destruction is not the result of the bargaining unit member's negligence, and not to exceed \$500 in any one school year. No bargaining unit member shall be required to dispense or administer medication, without first being directed to do so by the school administration and then only in compliance with Board policy.

**Section C. Supervisors**

A bargaining unit member shall be responsible to his/her supervisor, said supervisor to be designated by the Employer. It is necessary, at times, for bargaining unit members to perform duties at the request of other Administrators or persons in charge of an event in need of such services.

**Section D. Miscellaneous**

1. The Employer shall make available, without cost to the employee adequate protective clothing and approved safety equipment necessary to perform their duties both in and out of doors. Protective clothing shall be as follows: gloves and coveralls for maintenance employees. Such clothing and equipment shall be the property of the Employer, shall be used only for work related activities, and shall be cleaned and maintained by the Employer.
2. The Employer shall provide reimbursement of the difference between the cost of a regular license and CDL license or the renewal of licenses plus required endorsements. Employees will receive a physical examination on an annual basis from the vendor the District provides. If an employee receives a physical from their own physician they will be reimbursed a maximum of thirty-five dollars \$35.
3. No bargaining unit member employee shall be required, on a regularly scheduled basis, to work as the lone occupant in any school District complex after the complex is closed to the general public.

**ARTICLE XIX - NO STRIKE, SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

**Section A. No Strike**

The Association and the Employer recognize that strikes (as defined by Section one (1) of Public Act 336 of 1947, as amended, of Michigan) by employees are contrary to law and public policy. The Association and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike against this Employer or any facility of the Employer in the school system.

**Section B. Alteration**

No agreement, alteration, understanding, variation, or modification of any terms or conditions or covenants contained herein shall be made by an employee or group of employees with the Employer unless executed in writing between the parties hereto.

**Section C. Waiver**

The waiver of any breach of condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.

**Section D. Operations of Law**

If any Article of section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby.

**Section E. No Unfair Labor Practice**

The Board and the Association 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 Section ten (10) of the Public Employment Relations Act.

**Section F. Past Practices**

Past Practices shall not be recognized unless committed to writing and incorporated into this Agreement.

05-20-14 14:29 From: BUSH.. BIRCH RUN AREA SCHOOLS

98900240609

T-038 P.02/02 P-360

ARTICLE XX - DURATION OF AGREEMENT

This Agreement shall be effective as of ~~2014~~ July 1, 2013, and shall continue in effect until the 30<sup>th</sup> day of June 2016.

BIRCH RUN  
EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION

BIRCH RUN BOARD OF EDUCATION

By: Marie A. Napoleone  
Its President

By: Donald J. Morve  
Its President

By: Joan M. Compton  
Its Secretary

By: Ronald A. Johnson  
Its Secretary

By: John P. Kelly  
Its Chief Negotiator

By: Thomas A. Basil  
Its Chief Negotiator

Date: 5-22-14

Date: 5-22-14

**APPENDIX A  
SALARY SCHEDULE  
HOURLY RATES**

**MAINTENANCE/GROUNDSKEEPER**

Level	2012-13	2013-2014	2014-2015	2015-2016
I	9.20	9.28	9.35	TBA
II	13.71	13.83	13.93	TBA
III	17.08	17.23	17.35	TBA
IV	18.30	18.46	18.59	TBA
V	18.99	19.15	19.29	TBA

**LONGEVITY**

At the beginning of:	6 years	16 years	21+ years
I & II	.11	.19	.23
III	.13	.21	.25
IV	.15	.23	.27
V	.19	.27	.31

**PARAPROFESSIONAL**

Level	2012-13	2013-2014	2014-2015	2015-2016
I	8.97	9.05	9.11	TBA
II	9.24	9.32	9.39	TBA
III	10.66	10.75	10.83	TBA
IV	11.06	11.16	11.23	TBA

**LONGEVITY**

At the beginning of:	6 years	16 years	21+ years
I	.09	.15	.17
II	.09	.15	.17
III	.11	.17	.19
IV	.11	.17	.19

**SECRETARIAL**

Level	2012-13	2013-2014	2014-2015	2015-2016
I	9.84	9.92	10.00	TBA
II	12.87	12.98	13.07	TBA
III	14.14	14.26	14.36	TBA
IV	15.37	15.50	15.61	TBA
V	16.09	16.23	16.34	TBA

## LONGEVITY

At the beginning of:	6 years	16 years	21+ years
I	.11	.19	.23
II	.11	.19	.23
III	.13	.21	.25
IV	.13	.21	.25
V	.15	.23	.27

For the 2013-2014 school year, the salary schedule (excluding longevity) will be increased or decreased by the same percentage as the Per Pupil Foundation Allowance is increased or decreased with the base number of 2012-2013 being \$6,966. The same formula will be applied for 2014-2015 and 2015-2016 with previous year's foundation allowance recognized as the base number in each of those years. The increase or decrease will not exceed three percent (3%) up or down for each of the three years of the contract.

### Custodial/Maintenance/Mechanic Classification Structure

#### Level I

- Groundskeeper

#### Level II

- Mechanic Assistant

#### Level III

- Custodian

#### Level IV

- Maintenance
- Maintenance/Custodian

#### Level V

- Mechanic

### Paraprofessional Classification Structure

#### Level I

- Latchkey Assistant

#### Level II

- Parapro, Kindergarten Assistant
- Parapro, Playground
- Bus Assistant
- Copy Center Operator

#### Level III

- Parapro, Inclusive
- Parapro, Media Center

- Parapro, Office Assistant
- Parapro, Computer Lab Assistant

#### Level IV

- Parapro, Pre-School
- Parapro, Classroom Assistant (Title I)
- Parapro, Alternative Education
- Parapro, Inclusive – Health Care
- Parapro, Student Assistant
- Classroom Assistant (Special Needs)
- After School Resource

### Secretarial Classification Structure

#### Level I

- Sub Caller
- Secretary, Receptionist

#### Level II

#### Level III

- Secretary, Asst. Principal – Elementary
- Secretary, Asst. Principal – MS
- Secretary, Asst. Principal – HS
- Secretary, Curriculum
- Secretary, Counseling
- Secretary, HS Student Records
- Secretary, Alt. Ed.
- Secretary, Transportation/Maintenance
- Secretary, Athletic Director

#### Level IV

- Secretary, Principal – Elementary
- Secretary, Principal – MS
- Secretary, Principal – HS
- Secretary, A/P-A/R

#### Level V

- Secretary, Special Education
- Payroll/Secretary to Business Manager



**APPENDIX B  
Grievance Report Form**

Grievance #: \_\_\_\_\_

Refer to Agreement for time limits

BRESPA  
Distribution of Form  
1. Personnel  
2. Immed. Supervisor  
3. Assoc. President  
4. Grievant  
5. Grievance Chair

SUBMIT TO IMMEDIATE SUPERVISOR IN DUPLICATE

Building	Assignment	Name of Grievant	Date
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**INFORMAL AND LEVEL I**

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

1. Statement of Grievance:

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2. Relief Sought:

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Signature

Date

3. Disposition by Immediate Supervisor:

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

4. Position of Grievant:

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Signature Date

**Level II**

1. Date received by Superintendent or Board Designee: \_\_\_\_\_

2. Disposition of Superintendent or Board Designee:

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Signature Date

3. Position of Grievant and/or Association:

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Signature Date

**Level III**

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

## APPENDIX C

### HOLIDAY OBSERVANCES

<b>Holiday</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>
Labor Day	9/2/2013	9/1/2014	9/7/2015
Thanksgiving	11/28/2013	11/27/2014	11/26/2015
Day After	11/29/2013	11/28/2014	11/27/2015
Christmas Eve	12/24/2013	12/24/2014	12/24/2015
Christmas Day	12/25/2013	12/25/2014	12/25/2015
New Years Eve	12/31/2013	12/31/2014	12/31/2015
New Years Day	1/1/2014	1/1/2015	1/1/2016
Good Friday	4/18/2014	4/3/2015	3/25/2016
Monday of Spring Break	3/31/2014	4/6/2015	3/28/2016
Memorial Day	5/26/2014	5/25/2015	5/30/2016
Fourth of July	7/4/2014	7/3/2015	7/4/2016

**BIRCH RUN AREA SCHOOLS  
BIRCH RUN, MICHIGAN**

LETTER OF AGREEMENT

For the duration of this contract, the Level III Title I Classroom Assistants who were reclassified to Level IV shall retain their seniority earned as Level III Title Parapros into their Level IV Title positions for the purpose of maintaining their Title positions.

For the Association:

For the Board of Education:

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Date

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Date

**BIRCH RUN AREA SCHOOLS  
BIRCH RUN, MICHIGAN**

LETTER OF AGREEMENT

For the duration of this contract, employees who are scheduled to work on welcome back day will be allowed released time for a one hour BRESPA meeting.

For the Association:

For the Board of Education:

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Date

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Date

BIRCH RUN AREA SCHOOLS  
BIRCH RUN, MICHIGAN  
**DELETE AS OF 07/01/2014**

LETTER OF AGREEMENT

The High School Secretary to the Principal shall continue to work fifty-two (52) weeks a year as long as individual presently in the position continues to hold the position.

For the Association:

For the Board of Education:

\_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_