

June 30, 2016 through June 30, 2020

MASTER AGREEMENT

between

BERRIEN SPRINGS SUPPORT PERSONNEL ASSOCIATION

and

**THE BOARD OF EDUCATION
BERRIEN SPRINGS PUBLIC SCHOOLS**

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AGREEMENT

This Master Contract entered into by and between the Board of Education of the Berrien Springs Public Schools, herein called the "District," and the Berrien Springs Support Personnel Association (MEA/NEA), herein called the "BSSPA."

The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the BSSPA as defined in the recognition clause.

PURPOSE

This Agreement is negotiated pursuant to the Public Employment Relations Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

The District and the BSSPA recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the District, Bargaining Unit Members and the BSSPA. The District and the BSSPA further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the District; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

The parties agree that their undertakings in this Agreement are mutual. Any previously established practices, rule or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE 1 - RECOGNITION

- 1.1 The District hereby recognizes the BSSPA as the exclusive representative for all full-time and part-time employees in the following classifications: maintenance workers, classroom paraprofessionals and secretaries. Also, unless otherwise indicated, use of the term "Bargaining Unit Member" when used hereafter in the Agreement shall refer to all members of the above defined classifications as well as the following:
- 1.1.1 Full-time: A bargaining unit member who is employed at least thirty (30) hours per week.
 - 1.1.2 Part-time: A bargaining unit member who is employed less than thirty (30) hours per week.
 - 1.1.3 School year bargaining unit member: A member whose employment generally follows the school calendar and less than twelve (12) months per year.
 - 1.1.4 Full-year bargaining Unit Member: A member employed on a twelve (12) month basis.
- 1.2 The BSSPA agrees that during the term of this agreement it will not attempt to accrete to the bargaining unit positions which are excluded from the bargaining unit. Excluded from the bargaining unit are the accounts payable clerk, bookkeeper, payroll clerk, secretary to the superintendent, governmental clerk, the transportation supervisor, transportation unit employees, grounds employees, alternative education paraprofessionals employed after ratification of the 2014-2016 agreement, the food service unit employees, the food service supervisor, the buildings and grounds director and the following:
- 1.2.1 Seasonal Employees: Those employees used to perform seasonal work during times of the year when school is not in session.
 - 1.2.2 Temporary Employees: Employees who work less than twenty (20) hours per week and are not normally regularly scheduled. These employees hired from time to time during emergency situations and/or to perform work as normally performed by BSSPA members. Said employees shall not be used to replace regularly scheduled hours or overtime normally assigned to regular employees, unless said work is refused by the BSSPA members.
 - 1.2.3 Co-op Students: Co-op students are student learners that are placed in positions in the school district for related on-the-job training and shall receive compensation but shall not be covered by this Agreement.
 - 1.2.4 High School Students: High School students may perform related work as to classifications recognized in the BSSPA for compensation/credit/volunteer experiences but shall not be covered by this Agreement.
 - 1.2.5 Short-term Substitutes: Those individuals that perform services recognized in the Agreement on an infrequent or as-needed basis shall not be covered by this Agreement.
 - 1.2.6 Long-term Substitutes: Those individuals employed to fill a full-time or part-time position, for a period of sixty (60) days or more, while the regular BSSPA member is absent or on approved leave.
 - 1.2.7 Probationary Employees: Employees that are on the sixty (60) day probationary period are excluded as a BSSPA member. Once the probationary period is completed, bargaining unit status is acknowledged.

1.2.8 Day Care Aides: All aides employed in the Day Care Program.

ARTICLE 2 - DISTRICT RIGHTS

2.1

The BSSPA recognizes and agrees that, except as specifically limited or abrogated by the terms and provisions of this Agreement, or by law, all rights to manage the operations of the school district and to direct and supervise the employees who come within the jurisdiction of this Agreement, are solely and exclusively vested in the Board. This agreement shall not limit the Board's rights regarding matters which are statutory rights of the school district and prohibited subjects of bargaining under the public employment relations act.

2.1.1 The Board shall manage and control the school's business equipment, the operations and direct the working forces and affairs of the employer.

2.1.2 The Board shall have the right of assignment and direction of work of employees, determine the shifts and hours and scheduling of employees, except as specifically provided for in this Agreement.

2.1.3 The Board shall have the right to direct the working forces, including the right to hire, promote and determine the size of the work force.

2.1.4 The Board shall determine the services, supplies and equipment necessary to continue its operations and to determine the methods and processes of carrying on the work, including automation thereof or changes therein, the instruction of new and/or improved methods of changes therein.

2.1.5 Employees are required to conform with reasonable rules, regulations and directives adopted by the Board or its representatives not in conflict with this Agreement, provided that employees may reasonably refuse to carry out an order which poses an immediate threat to the employee's health and safety. Rules and regulations affecting an employee will be issued in writing.

2.1.6 The Board shall determine the qualifications stated within the job descriptions, applicants for those positions and of the employees.

2.1.7 The Board shall determine the location of its facilities, including the establishment or relocation of new schools, departments, divisions or subdivisions, buildings or other facilities.

2.1.8 The Board shall determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

2.1.9 The Board shall determine the financial policies and accounting procedures used in the District.

2.1.10 The Board shall determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

2.1.11 The Board shall determine the policy affecting the selection, testing or training of employees, as provided for by the provisions of this Agreement.

ARTICLE 3 - BSSPA RIGHTS

- 3.1 Pursuant to applicable Michigan statutes, the parties hereby agree that an employee of the Board of Education shall have the right to freely organize, join and support the BSSPA for the purpose of engaging in collective bargaining or to decline such rights. The parties will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the laws of the State of Michigan, including PERA, as well as federal laws and the Constitution of the State of Michigan and the United States.
- 3.2 Non-discrimination: The parties will not discriminate based on union status or a protected class against any bargaining unit member with respect to hours, wages or any term or condition of employment by reason of membership or non-membership in the BSSPA.
- 3.3 Both the Board and the Association agree to obey all laws and honor all rights accorded to the employees of the school district, as well as members of the bargaining unit. Further, notwithstanding any provisions of this Agreement, the employer shall be given the authority to take whatever action is necessary to comply with the requirements of the Americans with Disabilities Act and other laws if the same shall be in conflict with any provisions of this contract. Except, however, prior to taking action to comply with the requirements of state or federal law, where a bargaining unit member must be involuntarily transferred and more than one bargaining unit member can be transferred to satisfy the accommodation, then the least senior bargaining unit member shall be transferred. An involuntarily transferred employee shall have the rights afforded in Article 6. If an involuntary transfer must occur to comply with the requirements it is acknowledged by the parties that compliance will constitute just cause. If a layoff must occur pursuant to the above, layoffs shall be in accordance with the provisions of this Agreement consistent with state and federal law.
- 3.4 The BSSPA and its members may use the school facilities at reasonable times and hours for meetings as long as it does not interfere with job responsibilities and operations and when such buildings are available. The request for room usage must be made following the policy established for building or facility usage. The BSSPA shall have the right to use the inter-school mail system to send union related notices and other union related information to members.
- 3.4.1 The BSSPA, as the legal representative of employees within the bargaining unit described in this Agreement, shall have the right to and/or have access to Board facilities and equipment, including typewriters, mimeographing machines, and audio visual equipment at reasonable times when such equipment is not otherwise in use. The BSSPA shall pay for the reasonable cost of all materials and supplies incidental to such use.
- 3.5 The BSSPA shall have the right to post notices of activities and matters of BSSPA concern on designated existing bulletin boards, at least one of which shall be provided in each building or facility to which bargaining unit members may be assigned.
- 3.6 The Board agrees to furnish to the BSSPA, in response to reasonable requests, in writing, all available public information concerning its financial resources and expenditures, including, but not limited to: annual financial reports and audits; names, addresses, seniority, and experience credit of all bargaining unit members; compensation paid thereto and educational background; all public budgetary information and allocations; agendas, minutes, and reports of or to all public Board meetings; census and membership data; and such other public information, and that information allowed by PERA as will assist the BSSPA in developing intelligent, accurate, informed, and constructive programs or proposals on behalf of bargaining unit members, together with information which the BSSPA may require to process any grievance or complaint.

- 3.7 The rights granted herein to the BSSPA shall not be granted or extended to any competing labor organization.
- 3.8 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 in the Association. These duties shall be assigned only to a person who is or will become a member of the bargaining unit represented by the BSSPA.
- 3.9 The employer shall grant the BSSPA a total of ten (10) paid leave days, per school year, for the use of its representatives to conduct BSSPA business or participate in MEA/NEA or local BSSPA activities. The BSSPA president shall notify the Superintendent and arrange for the mutually agreed upon date of leave. This notification shall be made forty eight (48) hours prior to the desired leave date, except in cases of emergency. The Superintendent shall notify the employee's supervisor concerning the leave day(s). The BSSPA shall reimburse the District for any substitute costs associated with the leave day(s). BSSPA business days shall not be accumulated from year to year. The Association will reimburse the Board for any substitute costs relating to Association days and ORS required reimbursement for retirement.
- 3.10 The BSSPA representatives may investigate complaints and/or handle grievances or negotiations during the work day (lunch/break time) as long as this does not interfere with their regularly scheduled work. A waiver of this stipulation may be obtained from the superintendent or his designee.
- 3.11 The Board shall notify the Association President, on a monthly basis, of each new hire, classification change, change in job status, or termination.

ARTICLE 4 - WORKING CONDITIONS

- 4.1 Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. The Board shall provide access to adequate rest areas, lounges and restrooms for the bargaining unit members' use.
- 4.2 The Board 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 Board or its designated representative shall take reasonable steps to assist/relieve the bargaining unit member of responsibilities with respect to students who are disruptive or who repeatedly violate rules and regulations.
- 4.3 Bargaining unit members may use reasonable physical force, as per Board Policy #5630, with a student as is necessary to protect themselves, a fellow bargaining unit member, teacher, an administrator, or other student from attack, physical abuse or injury or to prevent damage to district property.
- 4.4 Bargaining unit members shall dispense and administer medications as per Board Policy and Guideline #5330. Appropriate in-service shall be provided by the District to assist the employee in performing this duty and appropriate in-service will be made available by the district in the administration of emergency first aid. First aid training shall take place during bargaining unit member's regular work hours.
- 4.5 Bargaining unit members shall be responsible to their immediate supervisor and the building administrator. In the event the building administrator or immediate supervisor is unavailable, a bargaining unit member is then responsible to the individual designated by the building administrator and the prevailing order of the "chain of command." In the absence of a building

supervisor or designee, the bargaining unit member shall not be held responsible for the administration or supervision of the building.

4.6 No BSSPA member shall be a working supervisor.

4.7.1 On a temporary basis, the Director of Operations may assign a member of the maintenance or custodial ranks to supervise the department.

4.7.2 A premium amount per hour shall be paid the employee for temporary supervision duties (see Schedule C).

4.7.3 Classroom paraprofessionals shall not be used as substitutes for absent teachers. A teacher may be temporarily away from the room and the paraprofessional may be in the classroom alone as a paraprofessional with children, however, the paraprofessional has a right to immediate supervision of a certified teacher, it being understood that immediate supervision shall mean access to certified personnel within the building. At the request of a paraprofessional, the supervising teacher shall provide the paraprofessional with written instructions as to his/her duties in the absence of the teacher. Such written instructions shall be approved by the building administrator prior to being effective.

4.7.4 Secretaries shall not be left in charge of a building in the absence of the building principal. In the event of absence of the building principal, the secretary shall contact central office for guidance or a certified teacher appointed to act as temporary principal in the event of the principal's absence. All principals shall provide written building policy for the secretary to follow in the event of his/her absence. Such written building policy must be previously approved by the superintendent.

4.7 The Board shall provide, without cost to the BSSPA member, the following:

4.8.1 Maintenance and custodial personnel: Uniforms in a style and color as jointly determined by the Board and the BSSPA.

4.8.2 Approved first aid kits and materials in all work areas.

4.8.3 Access or availability to adequate and approved safety equipment including, but not limited to: safety glasses, goggles, shields and hard hats, as appropriate for the assigned personnel.

4.8.4 Notary public fees for one secretary for each building providing a notary public is required by the Board to serve in the building.

4.8.5 Bonding for secretaries in the amount of \$250,000.

4.8 BSSPA members shall be reimbursed, per Policy #4440, at the current district rate for mileage while conducting school business in their own vehicle.

4.9 BSSPA members shall have representation on the Facilities Committee.

4.10 Upon prior approval from the superintendent, a BSSPA member may take a course or in-service training for the purpose of upgrading work skills.

4.11 BSSPA representatives may be consulted in the selection and purchase of equipment to be used by members of the bargaining unit. When new equipment is provided in the District for use by the bargaining unit member, the Board may provide training in the use of such new

equipment. The training shall be provided during the bargaining member's normal work day, if appropriate, and the bargaining unit member shall suffer no loss of compensation or benefits while participating in said training. If mandatory training is obtained on off-work hours, compensation shall be provided.

- 4.12 Testing of BSSPA members may be required by the Board concluding any training received by the BSSPA member. If the training does not meet the Board's standards, additional training may be required of the bargaining unit member.
- 4.13 Testing of entry level skills may be required by the Board.

ARTICLE 5 - BSSPA MEMBER RIGHTS & PROTECTION

- 5.1 The BSSPA member 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 Board, so long as it does not endanger or directly affect other employees or students or the bargaining unit member's job performance.
- 5.2 No BSSPA member shall be disciplined without just cause as per Board of Education Policy #4139 as effective 11/19/87. Should Board of Education Policy #4139 be changed in any way, the Board and Association shall meet to bargain said changes and their effect on BSSPA members prior to the implementation of Policy #4139. The term "discipline" as used in this Agreement includes warning, reprimands, suspensions with or without pay, reductions in rank, compensation or occupational advantage, discharge, or other actions of a disciplinary nature. Any such discipline, including adverse evaluation of a bargaining unit member's performance shall be subject to the grievance procedure hereinafter set forth. The specific grounds for disciplinary action shall be presented in writing to the bargaining unit member and the BSSPA in a timely manner.
- 5.3 A BSSPA member shall be entitled to have a representative of the BSSPA present during any meeting which will or may lead to disciplinary action by the Board. 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 BSSPA 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 Board of the right to representation under this provision of the Agreement.
- 5.4 A BSSPA member will have the right to review the contents of all records of the Board pertaining to said bargaining unit member originating after initial employment and to have a representative of the BSSPA accompany his in such review. Other examination of a bargaining unit member's file shall be limited to qualified supervisory personnel. Authorization, in writing, from the bargaining unit member for other individuals to review such file will be necessary.
- 5.5 No materials, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a BSSPA member's personnel file unless the BSSPA member has had an opportunity to review the material. Complaints against the BSSPA member shall be put in writing with names of the complainants, administrative action taken and remedy clearly stated. The BSSPA member may subject 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 BSSPA member's file, the affected BSSPA member shall review and 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 contents of the material. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit member's personnel file.

ARTICLE 6 - VACANCIES

- 6.1 A vacancy shall be defined as a newly created position or a vacant position which has been authorized by the Board to be filled.
- 6.2 All vacancies shall be posted in a conspicuous place in each building in the district. Said posting shall contain the following information:
 - 6.2.1 Type of work
 - 6.2.2 Starting date
 - 6.2.3 Hours to be worked
 - 6.2.4 Minimum qualifications
 - 6.2.5 Rate of pay
 - 6.2.6 Classification
- 6.3 Vacancies shall be filled with the most senior, qualified applicant from within the affected classification. Should no BSSPA member from the affected classification apply, the vacancy shall then be filled by a qualified applicant from other classifications with the most seniority. If no current employee is deemed qualified, for the vacancy, the Board retains the right to hire said qualified personnel from outside the district's employee ranks.
- 6.4 Within ten (10) work days after the expiration of the posting period, the Board shall make known its decision as to which applicant, if any, has been selected to fill a posted position. Each applicant shall be so notified in writing.
- 6.5 The reassignment of BSSPA personnel may be postponed, at the district's option, until the end of a school year. In such instances, substitutes shall be utilized to temporarily fill the position.
- 6.6 The parties agree that involuntary transfers of BSSPA members are to be based on qualifications or disciplinary or work management reasons.
- 6.7 Any BSSPA member who temporarily (less than a full-day and not on a regularly scheduled basis) assumes the duties of another BSSPA member, shall be paid at his current rate. Any BSSPA member that works beyond the temporary limits shall be paid at the base rate for that classification of duties, if that rate is greater than his own rate. A BSSPA member's pay shall not be reduced as the result of any temporary change in duties.
- 6.8 BSSPA members shall not be placed on a lower step wage due to an involuntary transfer for the first six (6) months. After six (6) months, salary adjustments appropriate to the classification shall be made with regard to rate and experience.
- 6.9 Voluntary transfers shall be treated as placement in the classification as to experience and the corresponding monetary rate.
- 6.10 Vacancies in the breakfast program shall be filled and paid in accordance with this agreement.

ARTICLE 7 - SENIORITY

- 7.1 Seniority shall be defined as the length of continuous service to the District within the respective classifications from the employee's last date of hire. Seniority shall accrue and shall be applied within the following classifications:
- 7.1.1 Maintenance
 - a) Maintenance Personnel
 - 7.1.2 Secretarial
 - 7.1.3 Classroom paraprofessionals
- 7.2 In the event that more than one individual BSSPA member has the same starting date of work, position on the seniority list shall be determined by drawing lots.
- 7.3 Seniority shall not be lost while on layoff, on unpaid personal illness leave, and/or unpaid personal leave.
- 7.4 For the purpose of reduction in personnel, layoff, and recall, an employee who accepts a position in another classification will not lose seniority accrued in his/her prior classification.
- 7.5 Part-time BSSPA members shall accrue seniority on a pro-rated basis.
- 7.6 Probationary employees shall not be entitled to insurance benefits, leave days and holidays.
- 7.7 Each newly-hired employee shall serve a sixty (60) work day probationary. There shall be no seniority granted to probationary employees. In the event a probationary employee is absent, the probationary period shall be extended equal to the time the employee is absent. If the employee is absent due to worker's compensation, participation in required Michigan and/or US military activities, funeral or bereavement, jury duty and days off due to inclement weather, the time not to exceed five (5) days, will not extend the time required to move to Step 1 of the Salary schedule.
- 7.8 Seniority shall be lost by a BSSPA member upon termination, resignation, or retirement. Transfer to a non-union position within the school district shall freeze your seniority. Time worked outside of the bargaining unit shall not be considered in any way for seniority purposes if the employee returns to a bargaining unit position.
- 7.9 The Board shall prepare, maintain and post the seniority list. A copy of the seniority list and subsequent revisions shall be furnished to the BSSPA, within thirty (30) days of ratification of this Master Agreement and posted no later than October 1 of each year. The union, within 15 duty days of the posting of the list, will submit any questions or objections to the Board. Once the Union and the Board have agreed on seniority date questions or objections, the list shall be final.
- 7.10 Any employee unable to perform his assigned duties due to a physical incapacitation may be reassigned, by the Board, to a position that he qualifies for and can perform without limitations.

ARTICLE 8 - LAYOFF, RECALL, AND REDUCTION IN HOURS

- 8.1 Layoff shall be defined as a necessary reduction in force beyond normal attrition due to a lack of funds sufficient to avoid such reduction or other factors such as elimination or cancellation of programs or closing of buildings or offices. Ten (10) days prior to notifying individuals of

layoff, the Association President shall be notified. "Days" in this case shall mean calendar days. "Notified" shall mean either personal service or mailing notice by first class mail with postage prepaid to the last known address of the President or via school mail if the President is working and not on a recognized leave of absence.

- 8.2 No BSSPA member shall be laid off pursuant to a necessary reduction in the work force unless said BSSPA member shall have been notified of said layoff at least forty-five (45) calendar days prior to the effective date of layoff, except in cases of emergency.
- 8.3 In the event of layoff pursuant to a necessary reduction in work force, the employer shall first lay off probationary employees, then the least senior employees in the affected classification. In no case shall a new employee be employed by the Board while there are laid off employees who are qualified for a vacant or newly-created position.
- 8.4 Employees whose positions have been eliminated due to a reduction in the work force or have been affected by layoff shall have the right to assume a position in their classification(s) for which they are qualified, which is held by a less senior employee.
- 8.5 In the event of a reduction in the work hours in a classification (as opposed to a layoff), BSSPA members with greater seniority may use same to maintain his normal work schedule by displacing BSSPA members with less seniority in their classification on the work schedule. No reduction in work force or hours shall result in the elimination of full-time positions when two or more part-time positions exist in the affected classification. In no case shall a reduction of any BSSPA member's work hours take effect until ten (10) work days after written notice to the affected BSSPA member(s) is given by the Board.
- 8.6 A laid off BSSPA member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off BSSPA members may continue their health, dental, and life insurance benefits (as per COBRA) by paying the regular monthly per subscriber group rate premium for such benefits. Time spent on layoff shall not be counted for the purposes of determining vacation time, advancement on the wage scale, longevity and accrual of other benefits. However, at the employees option, the employee may extend the effective date of layoff by making use of accrued vacation or compensatory time.
- 8.7 Laid off BSSPA members shall be recalled in order of seniority, with the most senior being recalled first, to any position in the classification for which they are qualified and have seniority.
- 8.8 Notices of recall 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 BSSPA member is to report back to work. It shall be the BSSPA member's responsibility to keep the employer notified as to his current mailing address.
- 8.9 A recalled BSSPA member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work, providing the BSSPA member reports within the five (5) day period.
- 8.10 BSSPA members recalled to full-time work or to a position equivalent to the number of hours previously worked, for which they are qualified, are obligated to take said work. A BSSPA member who declines recall to full-time work or a position with equivalent number of hours to the previous position for which he/she is qualified, shall forfeit his/her seniority rights.

- 8.11 For the purpose of this Article, "qualified" shall be as defined in the job description and the job posting.
- 8.12 Employees on layoff shall retain their rights to recall for a period of three (3) years. Any employee on layoff for more than three (3) years shall lose his seniority and any further rights under this Agreement. The laid off employee is responsible to contact the Central Office, in writing, by June 30 of each year. This notification shall include current address and statement of availability. Failure of notification results in loss of any further rights under this Agreement.

ARTICLE 9 - JOB DESCRIPTION AND CLASSIFICATION

- 9.1 The job descriptions stated in the 1996-99 Master Agreement (see Appendix D) shall continue as Appendix D in the 2010 – 2012 Master Agreement. The Board is free to develop any new employee classifications and/or job descriptions. The working hours, wages and working conditions for those new classifications and/or job descriptions are subject to negotiations with the Association. These new job descriptions shall not be a segment of the Master Agreement.
- 9.2 The job description shall include, at a minimum:
- 9.2.1 Job title and description
 - 9.2.2 Minimum requirements
 - 9.2.3 A specific listing of required tasks and responsibilities.
- 9.3 The individual job descriptions shall be distributed to all current BSSPA members, ninety (90) days after ratification of the Master Agreement. Job descriptions shall be developed prior to posting of newly created positions.
- 9.4 The basic compensation of job classifications shall be set forth in Schedule "C." There shall be no deviation from said compensation rates during the life of this Agreement unless mutually agreed upon by both parties.

ARTICLE 10 - OVERTIME

- 10.1 Overtime shall be rotated with classifications in a building or department. In the event no employee accepts the overtime, the District reserves the right to assign overtime to the least senior employee(s) within the classification or to substitutes.
- 10.1.1 Unscheduled overtime is extended work performed beyond the normal routine of the assigned position and hours. Rotation and assignment, of overtime, to the classification will not be necessary as the work shall be performed at the beginning or end of the planned work period by the assigned employee.
- 10.1.2 Scheduled overtime is work that is planned outside the normal work day of the assigned employee or of the normal school routine (example: wrestling tournament on a Saturday). The overtime shall be offered and rotated within the building to the same Sub-classification(s) of the type of work performed. If no one in the building accepts the overtime, those individuals with the most seniority in the same Sub-classification(s) (article 7.1) in other buildings shall be offered the right to accept or refuse said overtime. If no bargaining unit member in the same Sub-classification(s) accepts the offer of overtime, then overtime may be offered to bargaining unit members in that classification or other classifications pursuant to Article 10.1.

10.1.3 The rotation of overtime shall be offered to the most senior employee. If an individual accepts or refuses the overtime, his/her name is placed on the bottom of the overtime list and the next senior employee is available for future overtime.

10.2 Time and one-half shall be paid for all hours worked over eight (8) hours in one day or forty (40) hours in one week and all hours worked on Saturdays. Paid holidays and vacation days shall not count as hours worked.

10.3 Time and one-half shall be paid for all hours worked on Sunday and holidays. In case of holidays, this will be in addition to holiday pay if the BSSPA member is entitled to holiday pay for that day.

10.4 Compensatory time off may be given instead of overtime pay if mutually agreeable to the employer and the bargaining unit member. Such compensatory time shall be at time and one-half and limited to the equivalent of five (5) full days per year, excluding compensatory time earned during acts of God as per Article 19.4.

10.5 If any BSSPA member is called in to work at a time other than during the employee's regularly scheduled work time, employee shall be paid a minimum of two (2) hours pay at the overtime rate. Any actual time worked beyond the call-in hours shall also be paid at the overtime rate. If the overtime occurs during a holiday listed in Schedule A of this Agreement, the hourly rate of pay shall be double time. It is understood that the employee's immediate supervisor (or designee) shall be responsible to call employee in to work at an unscheduled time.

ARTICLE 11 - PAID LEAVE DAYS

11.1 Each employee, except those on unpaid leave of absence or layoff, shall be granted one (1) day sick leave day per month for any month in which the employee provided at least eleven (11) days of employment for the Board. Unused days may accumulate to a maximum of ninety (90) days. The employer shall furnish each employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said employee.

11.2 Each employee who has an accumulation of ninety (90) days, on June 30 of any given year, and does not use the full allotment earned the following year will be paid \$25 per unused day earned that year. Payment will be made on the first pay day during the following month of December. Accumulated sick leave days may be utilized for the following purposes:

11.2.1 Illness of the employee.

11.2.2 Illness of children and spouse.

11.2.3 Emergency Leave - Emergency leave is defined and restricted to conducting activities which cannot be scheduled outside of working hours. Such days shall not be permitted, by way of illustration, for recreational pursuits or seeking other employment. Except for emergency leave used to be compensated pursuant to article 19, section 19.4, use of emergency leave shall be limited to two (2) days per year unless the employee's supervisor and superintendent of schools approve additional days.

11.3 Any employee with three (3) continuous days of sick leave must submit a doctor's note/release form prior to returning to work.

- 11.4 Any employee whose personal illness extends beyond the time compensated under 11.1 shall be placed on an unpaid leave for a period not to exceed one (1) year. At the end of one (1) year, the employee shall submit a doctor's statement regarding his condition for returning to work. If the employee isn't able to work, the employer shall post the position.
- 11.5 If an employee is absent due to injury or illness incurred in the course of the BSSPA member's employment, the bargaining unit member may use accumulated sick leave to be paid the difference between his salary and compensation received under the Michigan Workers' Compensation Act, with all fringe benefits until sick leave is exhausted. Sick leave shall be charged on a pro-rata basis.
- 11.6 Any employee who is a member of a branch of the Armed Forces Reserve or the National Guard shall be allowed to participate in required activities. The activities must be documented with official notice from the respective branch of service. The employee shall accrue seniority while on leave and shall be paid the difference between the employee's regular pay and any pay received from the military up to a maximum of ten (10) days pay per school year.
- 11.7 Up to three (3) days may be authorized for funeral and bereavement in the immediate family. Immediate family shall be defined as spouse, child, parent, grandchild, grandparents, grandparents-in-law, brothers, sisters, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter in law and son-in-law. This time may be extended with the approval of the Superintendent.
- 11.8 Employees required to report for jury duty during working hours shall be released with pay provided they turn over to the District any earnings (excluding mileage) received for said duty.
- 11.9 Each bargaining unit member shall receive a written statement of his accumulated sick days by October 1 of each school year.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.1 An employee may be granted a leave of absence for personal reasons without pay and shall maintain but not accrue seniority, provided he obtains advanced written permission from the District. Advanced application shall be made by the employee thirty (30) days prior to the desired date of leave.
- 12.2 Leaves of absence shall not be granted for the purpose of enabling the employee to work for another employer or to engage in any form of self-employment. Any employee who obtains a leave of absence by misrepresenting the purposes thereof, shall be discharged.
- 12.3 An employee returning from a leave of six (6) months or less shall be reinstated in the same or similar position held when the leave began. An employee returning from a longer leave of absence (over six (6) months) shall be placed in the first vacancy for which he is qualified. Written notification of intent to return to work must be received thirty (30) days prior to the anticipated return date.
- 12.4 No salary increment credit shall be earned during an unpaid leave and no fringe benefits shall be paid by the District. During an unpaid leave of absence, the Employee shall, subject to the terms of the carrier, be permitted to pay his/her own fringe benefits through the Central Office.
- 12.5 Maternity/Paternity: The Board shall grant to any employee, on request, a leave of absence for the purpose of child birth. The request must be in writing thirty (30) days prior to the desired leave date. The following are also applicable to maternity/paternity leave:

12.5.1 Salary shall not be paid during the leave periods.

12.5.2 Fringe benefits shall cease unless the employee elects to continue the insurance coverage at their own expense.

12.5.3 The employee shall be allowed sick leave pay to the limit of days accumulated upon the beginning of the leave and continuing either until the amount accumulated is exhausted or the employee, in the opinion of their physician, is able to resume their employment duties.

12.5.4 Failure to return from maternity/paternity leave on the date specified in said leave without prior notice shall be considered a resignation unless an extension is granted by the Board of Education.

12.6 Adoption/Foster Care Leave: A leave of absence without pay or benefits for up to one (1) year, upon application, shall be granted to any employee for the purpose of child care related to adoption or foster care of a dependent child. Said leave requests shall include a statement from the attending physician indicating the anticipated date of birth of the child, where applicable and as to the stipulations of Article 12.1. The actual day when the leave begins may vary from the original date requested depending on the day the employee officially becomes a parent or foster parent or receives notice from the adoption agency to take custody of the child or from the birth of the child. Any variation in the stated leave date notice shall require immediate notification by the employee to the Assistant Superintendent/ Superintendent.

12.7 Pursuant to the Family and Medical Leave Act of 1993, as amended, the employer and employees shall abide by the provisions of the Act and shall provide leave for the following situations:

12.7.1 Birth, adoption, or foster care placement or an employee's child;

12.7.2 Serious health condition of an employee's spouse, child or parent;

12.7.3 The employee's own serious health condition;

All leave shall be granted in accordance with the provisions of federal law. An employee requesting leave under the Act must do so in accordance with the Act.

To be eligible for up to twelve (12) weeks of Family Medical Leave Act, the employee must have worked at least 1250 hours in the previous twelve (12) months. The employee may use their earned paid leave time, under the conditions outlined in this Agreement, as part of Family Medical Leave Act leave. If the employee voluntarily fails to return to work, the employee shall within thirty (30) days reimburse the employer the cost of health insurance premiums paid by the employer. The beginning date of the Family Medical Leave shall be the first day of the employee absence which resulted in continuous absences thereafter.

This family and medical leave section is not intended to interfere with the use of any other leave provision within this article. Any employee who wishes to request a Family and Medical Leave will be granted such leave of absence in accordance with federal requirements.

12.8 If a bargaining unit member becomes temporarily disabled, including disabilities under the Michigan Worker's Compensation Act, the bargaining unit member may use accumulated sick leave days not to exceed his/her regular pay. Upon the expiration of the sick leave days for workers compensation disabilities or at any time during other disabilities, the bargaining unit member shall be granted a disability leave of absence without pay or benefits for a period not

to exceed two calendar years providing certification from a medical doctor supports the necessity for such leave. A second opinion may be requested and received from a doctor selected by the Board. The employee will make himself/herself available for the examination. The examination will be paid for by the Board.

ARTICLE 13 - PAID HOLIDAYS

- 13.1 For the purpose of this Article, the term "day" shall be defined as the number of hours the employee is regularly scheduled to work per day. Should the holiday fall on a Saturday, Friday will be off with pay except when school is in session on Friday the employee shall receive holiday pay for Saturday but shall not have time off. When a holiday falls on Sunday, Monday will be off with pay except when school is in session on Monday the employee shall receive holiday pay for Sunday but shall not have time off. All of the above are eligible days as stated in Schedule A.
- 13.2 An employee must work the entire last regularly scheduled work day preceding and following the holiday in order to receive holiday pay except the above requirement will be waived if the employee is on an approved leave with pay on the work day prior to and following the holiday.
- 13.3 School year and fifty two (52) week employees shall receive paid holidays as per Schedule A.
- 13.4 In the event a holiday falls during an approved vacation, the employee shall receive holiday pay.

ARTICLE 14 - VACATIONS

- 14.1 Upon the completion of one (1) full fiscal year of service (July 1 - June 30) all fifty-two (52) week employees shall receive five (5) full working days of vacation with pay. Vacation time may be used by the employees at times to the employee's choosing, subject only to the following conditions.
- 14.1.1 Where more than one employee requests the same vacation date(s) and work schedule demands prohibit all requesting employees from being absent, the employee with greatest seniority shall be granted his request.
- 14.1.2 Employee requests for vacation time two (2) weeks prior to the start of school in the fall shall be at the discretion of the administration.
- 14.1.3 Vacation requests shall be submitted to the supervisor thirty (30) days prior to the period of time requested, except in an emergency.
- 14.2 An employee starting work during the fiscal year shall have their vacation days prorated for the time accumulated throughout the remaining year. The vacation days accumulated shall not exceed five (5) days.

- 14.3 Fifty-two (52) week employees service years and vacations shall be as follows:
- 14.3.1 Tier 1 Employees - Employees who became members of the bargaining unit after ratification of 2010-11 contract
 One (1) year = Five (5) days
 Three (3) years = Eight (8) days
 Five (5) years = Ten (10) days
 Eight (8) years = Thirteen (13) days
 Ten (10) years = Fifteen (15) days
- 14.3.2 Tier 2 Employees - Employees who became members of the bargaining unit prior to ratification of the 2010-11 contract*
 One (1) year = Five (5) days
 Two (2) years = Ten (10) days
 Five (5) years = Twelve (12) days
 Eight (8) years = Fifteen (15) days
 Eleven (11) years = Sixteen (16) days
 Twelve (12) years = Seventeen (17) days
 Thirteen (13) years = Eighteen (18) days
 Fourteen (14) years = Nineteen (19) days
 Fifteen (15) years = Twenty (20) days
 * For employees hired prior to the 2010-2011 school year, all years of service (including service in less than 52 week positions) shall be counted for purposes of determining placement on this schedule.
- 14.3.2.1 School year secretaries and elementary library paraprofessionals with 5 years of B.S.P.S. experience, as of June 30, 1997, will receive five (5) vacation days pay (no time off) payable the first pay during the following December.
- 14.4 If any employee requests more than one (1) week vacation at a time during the school year, he shall be required to obtain his supervisor's approval.
- 14.5 No vacation pay shall be allowed unless the vacation is taken or upon termination.
- 14.6 Each employee eligible and when using vacation days shall be paid at their normal rate of pay for their normal hours of employment.
- 14.7 The supervisor shall be required to approve vacation days requested so that no unused vacation days shall exist at the end of the fiscal year. No advanced days shall be given.

ARTICLE 15 - EMPLOYEE EVALUATION

- 15.1 All monitoring or observation of the work of each BSSPA member shall be conducted in person, over a period of time and with the full knowledge of the BSSPA member. The BSSPA member cannot refuse to be observed or evaluated. Any unsatisfactory observation shall be made known to the BSSPA member, in writing, within five (5) days.
- 15.2 The BSSPA member shall be apprised of the specific criteria, in writing, upon which he will be evaluated by the beginning of the school year or at his hire date. Also, the supervisor shall review the evaluation instrument with the employee at this time.
- 15.3 All evaluations shall be in writing and reviewed by the employee and supervisor prior to May 1 for school year employees and June 1 for full year employees.

- 15.4 In the event the BSSPA member feels his evaluation is incomplete or unjust, he may state his objections, in writing, and attach said objections with his evaluation. The employee's signature on the evaluation denotes the fact that a review of the evaluation was conducted. The employee is required to sign the evaluation after the review.
- 15.5 Evaluations shall be based on the sum total of the supervisor's observations and will include areas of strength and weakness; provide suggestions for improvement. If a supervisor believes a BSSPA 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 BSSPA member is to improve, and of the assistance to be given by the District towards that improvement.
- 15.6 All written evaluations shall be placed in the BSSPA member's personnel file.
- 15.7 All completed evaluations shall be given to an employee within ten (10) days of the evaluation.
- 15.8 Each employee's evaluation shall include at the conclusion of the report the statement: "considering all factors, the work performance of the employee is _____ above satisfactory, _____ satisfactory or _____ unsatisfactory (check one)."
- 15.9 In the event a BSSPA member is terminated, the District shall advise, in writing, the employee of the specific reason(s). Notification to the BSSPA regarding this termination shall be provided.

ARTICLE 16 - GRIEVANCE PROCEDURE

- 16.1 Any unit member, group of bargaining unit members or the BSSPA, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, may file a grievance with the Board through its representative. The Board, hereby designates as its representative for such purposes the employee's immediate supervisor and the Superintendent or his designee, when the grievance arises in more than one building or work site.
- 16.2 The BSSPA may designate one or a group of representatives to handle grievances.
- 16.3 The term "days" as used herein shall mean working days at all levels except the Board level which shall be calendar days.
- 16.4 All grievance shall be reduced to writing, except at the informal level. The written grievance shall contain a brief description of the action or practice that is a violation of the Agreement and the date of the alleged violation. The appropriate Articles or Sections of the Agreement shall be cited and a statement of the relief requested shall be attached. The written grievance shall contain the name of the employee or employees involved and shall be signed by said employee(s). A grievance by the BSSPA shall be signed by the designated BSSPA representative. Any written grievance not in accordance with the above requirements shall be rejected as improper. Such a rejection shall not extend the limitations herein set forth.
- 16.5 Hearing Levels:
- 16.5.1 Informal Level: In the event that a unit member or the Association believe a grievance incident has occurred, the member of the BSSPA shall request a meeting with the supervisor involved within ten (10) days of the occurrence of the grievance incident or the grievant's knowledge of the occurrence. If the grievant is unsatisfied with the result of the meeting or the supervisor fails or refuses to provide such a meeting within five (5) days of the request, the claim or claimant may be formalized in writing as provided hereunder.

16.5.2 Formal Level I: If the 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 five (5) days of the meeting between the supervisor and the affected unit member(s). A copy of the grievance shall be sent to the BSSPA 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 BSSPA.

16.5.3 Formal Level II: If the BSSPA is not satisfied with the disposition of the grievance at Level I or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the Superintendent or his designate. Within five (5) days after the grievance has been so submitted, the Superintendent shall meet with the BSSPA on the grievance. Within ten (10) days after this meeting, the Superintendent shall render a written decision thereon with copies to the BSSPA and the grievant(s).

16.5.4 Formal Level III: If the BSSPA is not satisfied with the disposition of the grievance at Level II or if no disposition has been made within the period above provided, the BSSPA may submit the grievance to the Board of Education through its Secretary. Within thirty (30) days of receipt of the grievance, the grievant(s) and the BSSPA may present their views as to how the Agreement has been violated. A copy of the written decision of the Board shall be forwarded to the grievant(s) and the BSSPA within ten (10) days of the hearing.

16.5.5 Formal Level IV:

16.5.5.1 If the BSSPA is not satisfied with the disposition of the grievance at the Board level, it may, within twenty (20) days after the decision of the Board refer the matter for arbitration to the American Arbitration Association (AAA) in writing and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected by the AAA in accordance with its rules, except each party shall have the right to peremptorily strike not more than three (3) from the list of arbitrators.

16.5.5.2 Neither party may raise a new defense or ground at Level IV not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

16.5.5.3 The decision of the arbitrator shall be final and conclusive and binding upon the employees, the Board and the BSSPA; subject to the right of the Board or the BSSPA to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

16.5.5.4 Powers of the arbitrator are subject to the following limitations:

- a) He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- b) He/she shall have no power to establish salary scales.
- c) He/she shall have no power to change any practice, policy or rule of the Board.
- d) He/she shall have no power to interpret state or federal law but must apply the law as it is written or interpreted by the courts.

e) He/she shall not hear any grievance previously barred from the scope of the grievance procedure or discharge of probationary employees.

16.5.5.5 After a case on which the arbitrator is empowered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.

16.5.5.6 More than one (1) grievance may not be considered by the arbitrator at the same time except upon mutual express written consent.

16.5.5.7 The cost of the arbitrator shall be borne equally by the parties, except each party shall assume its own cost for representation including any expense of witnesses.

16.5.5.8 Should the BSSPA fail to institute a grievance within the time limits specified, the grievance will not be processed. Should the BSSPA fail to appeal a decision within the limits specified, the grievance shall not be processed.

16.5.5.9 All preparation, filing, presentation, or consideration of grievances shall be held at the times other than when a bargaining unit member or a participating BSSPA representative is to be at his/her assigned duty station.

16.5.5.10 Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

16.6 The specific time limits provided herein shall be strictly adhered to and enforced. Failure to abide by a time limit at any level shall cause the waiver of further processing of the grievance. However, if time limit extensions are necessary, they shall be granted, in writing, by the party of whom such request is made.

16.7 Grievance filed as Association grievance may, at the option of the Association, be initiated at Formal Level II of the grievance procedure.

16.8 Any BSSPA member who is a grievant, or representative (limit of three (3) employees) and involved in the grievance procedure in a joint meeting between the Board and BSSPA representatives during the work day shall be excused with pay for that purpose except arbitration hearing shall be without pay. Any other BSSPA member that is requested to be present by the BSSPA may use compensatory time, emergency leave (11.2.4) or make up the time missed from work. Time made up shall be arranged with the supervisor prior to attending the above stated meeting.

16.9 At levels informal, one and two, management and the BSSPA shall be limited to three (3) individuals each for representation at the stated levels. Witnesses may attend at the request of either party to give testimony to the specific grieved item(s).

ARTICLE 17 - EXTERNALLY FUNDED PROGRAMS

17.1 Any program funded in the district is treated as a regular or normally funded program. Thus, employees in these programs are treated as all employees as to seniority, layoff, recall, etc.

ARTICLE 18 - GENERAL PROVISIONS

18.1 Employees (who work more than five (5) hours per day) shall receive a duty-free unpaid lunch. Those employees requested to work during their lunch period shall be paid and have this time included in the day's total regular hours.

18.2 Paid and unpaid lunch periods are thirty (30) minutes in length.

18.3 Employees shall receive one (1) fifteen (15) minutes break for each four (4) hours worked.

18.4 School Cancellation:

18.4.1 The parties agree that the District shall be in compliance with Section 1284 of the Revised School code and the Rules established for the implementation of that section.

18.4.2 In the event school is canceled prior to the start of an employee's work day due to inclement weather or other conditions (18.4.1) not within the control of the District, the following shall apply:

18.4.2.1 Operations personnel and secretaries shall report to work and shall be paid at their regular rate for the day. Compensatory time shall be granted one (1) hour for every one (1) hour worked. Operations personnel and secretaries not reporting to work shall be paid their regular rate of pay if the day is counted as a day of pupil instruction up to a maximum of two (2) days. If the day is not counted as a day of pupil instruction or days of pupil instruction in excess of two (2) days, the employee may use compensatory or emergency time, as per Article 11.2.3, to receive pay.

If the immediate supervisor or superintendent informs the above employee(s) not to report to work (pupil instructional/ non-instructional day), said employees shall be paid the regular rate of pay.

18.4.2.2 Clerical Aides, Classroom Paraprofessionals, Hearing Impaired Classroom Paraprofessionals, Playground/Cafeteria Aides shall not be required to report to work but shall be paid for the day if the day is counted as a pupil instructional day up to a maximum of two (2) days. If the day is not counted as a pupil instructional day, or for days of pupil instruction in excess of two (2) days, the employee(s) may use emergency time, as per Article 11.2.3 to receive compensation for said day.

18.4.3 In the event school is canceled after the start of an employee's work day due to inclement weather or other conditions not within the control of the District (Article 18.4.1), the following shall apply:

18.4.3.1 Operations personnel and Secretaries shall be paid their regular rate for the day until school is canceled. For the balance of the day employees shall be paid their regular rate plus compensatory time of one (1) hour for every hour worked. Those employees that choose to leave at the close of school shall be paid at their regular rate if the day is counted as a pupil instructional day up to a maximum of two (2) days. If the day isn't counted as a pupil instructional day Or pupil instruction days in excess of two (2) days, the employee may use compensatory time or emergency leave as per Article 11.2.3. shall not be paid but may be compensated with compensatory or emergency time as per Article 11.2.3.

18.4.3.2 Clerical Paraprofessionals, Classroom Paraprofessional, Hearing Impaired Classroom Paraprofessional, Cafeteria/Playground Aides shall be dismissed with pay for the time actually worked at their regular rate of pay. The balance of the day's hours shall be paid if the day is counted as a pupil instructional day up to a maximum of two (2) days . If the balance of the day isn't counted as a pupil instructional day or pupil instruction days in excess of two (2) days, an employee shall not be paid but may be compensated with emergency time as per Article 11.2.3.

18.4.4 In the event school is delayed prior to the start of an employee's work day due to conditions (18.4.1) not within the control of the district, the following shall apply:

Operations personnel and secretaries shall report to work and shall be paid at their regular rate for the day. Compensatory time shall be granted one (1) hour for every one (1) hour worked.

If the immediate supervisor or superintendent informs the above employee(s) not to report to work, said employees shall be paid the regular rate of pay.

All other employees shall not be required to report to work at the regular time. They shall report to work at the conclusion of the delay. They shall be paid the hours effected by the delay if counted as pupil instruction time.

18.5 Subject to Article 8, the normal work year for full-time BSSPA members shall be as follows:

18.5.1 Fifty two (52) week employees: Maintenance, and Secretaries - July 1 to June 30.

18.5.2 School Year Secretaries - 205 days

18.5.3 Library Aides - 194 days

18.5.4 Classroom Paraprofessionals - 184 days

18.6 Subject to Article 8, the normal work week for all full-time BSSPA members is Monday through Friday.

18.7 Subject to Article 8, the normal work day for full-time BSSPA members shall be as follows:

18.7.1 Maintenance - 8 hours

18.7.2 Fifty two (52) week Secretaries - 8 hours

18.7.3 School Year Secretaries - 7.0-8.0 hours

18.7.4 Library Aides - 7.0-8.0 hours

18.7.5 Classroom Paraprofessionals & Hearing Impaired Classroom Paraprofessional - 7.0-8.0 hours

18.8 The working hours listed in Sections 18.7.1 through 18.7.5 are hours on the job.

18.9 In the event a student is enrolled in Berrien Springs Public Schools that is determined by the IEP to be a "medically fragile student" and that student is provided services of paraprofessionals which accompany him/her to a regular education classroom under the least restrictive environment mandate, the BSSPA shall have the right to open negotiations upon ten (10) days written notice after the administration has informed the Association of such position(s) as to wages, hours, and working conditions. In the meantime, the paraprofessional shall work as assigned by the I.E.P.C.

18.10 Paraprofessionals assigned to at-risk programs shall only be assigned duties related to the purpose of the at-risk program.

ARTICLE 19 - PROFESSIONAL DEVELOPMENT

- 19.1 In the event the district plans a professional development activity involving the BSSPA unit the Board will seek input from the Association in planning such activity.
- 19.2 The Board shall provide each building representative with information of appropriate professional development activities, which are received by the Board, concerning topics related to the support staff employment positions.

ARTICLE 20 - ENTIRE AGREEMENT

- 20.1 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the Agreement's terms.
- 20.2 This Agreement is subject to amendment, alteration or additions, only by subsequent written agreement between, and executed by, the District and the BSSPA.

ARTICLE 21 - NO STRIKE/NO LOCKOUT

- 21.1 The BSSPA and its members agree that they will not lower their standards and efforts relative to their work nor will they directly or indirectly engage in or assist in any strike, slowdown or work stoppage.
- 21.2 The Board agrees that there will be no lockout during the term of this Agreement.
- 21.3 An emergency manager appointed under the emergency manager law may reject, modify or terminate this agreement.

ARTICLE 22 - SEPARABILITY

- 22.1 If any provision of this Agreement or any application of this Agreement to any BSSPA member or employee or group BSSPA members or employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 22.2 It is further agreed that within thirty (30) days of notification of a final and binding determination of such illegality, the Board and BSSPA will commence negotiations to reach a new Agreement concerning the subject matter of the provision determined to be illegal.
- 22.3 If parties do not reach and ratify an amendment to the Agreement (as per Article 22.2) within sixty (60) days, the matter may be appealed to the Mediation and Fact-Finding procedures established by Act 379, P.A. of 1965.

ARTICLE 23 - DURATION

23.1 This Agreement shall be effective as of the date it was ratified by both parties and shall continue in effect until June 30, 2020. In witness whereof the parties hereto have caused this Agreement to be signed by their representatives.

**ASSOCIATION MEMBERS OF
THE NEGOTIATION TEAM**

EMPLOYER

By _____

By _____
President

By _____

By _____
Superintendent

By _____

At any time within ninety (90) days prior to the termination date of this Agreement, either party may serve written notice to the other of its desire to begin negotiations upon successor collective bargaining agreement and negotiations shall begin after thirty (30) days from the receipt of the notice.

ARTICLE 23 - DURATION

23.1 This Agreement shall be effective as of the date it was ratified by both parties and shall continue in effect until June 30, 2020. In witness whereof the parties hereto have caused this Agreement to be signed by their representatives.

**ASSOCIATION MEMBERS OF
THE NEGOTIATION TEAM**

EMPLOYER

By Paul Kohle

By Peggy Borman
President

By _____

By David Zichberg
Superintendent

By _____

At any time within ninety (90) days prior to the termination date of this Agreement, either party may serve written notice to the other of its desire to begin negotiations upon successor collective bargaining agreement and negotiations shall begin after thirty (30) days from the receipt of the notice.

SCHEDULE A

PAID HOLIDAYS

Fifty two (52) week employees shall be granted the following paid holidays:

1. Independence Day
2. Friday before Labor Day
3. Labor Day
4. ½ day (Wednesday) before Thanksgiving
5. Thanksgiving & Friday following
6. Christmas Eve Day
7. Christmas Day
8. New Year's Eve
9. New Year's Day
10. Great Americans Day or Martin L. King Day*
11. Good Friday*
12. Memorial Day

School year employees shall be granted the following paid holidays:

1. Friday before Labor Day
2. Labor Day
3. ½ day before Thanksgiving
4. Thanksgiving Day
5. Friday following Thanksgiving
6. Good Friday*
7. Great Americans Day or Martin L. King Day*
8. Memorial Day

* These days need to be coordinated with the Master Calendar.

SCHEDULE "B"

FRINGE BENEFITS

1. TIER 1 - Employees who become members of the bargaining unit after ratification of the 2010-11 contract:

Fringe benefit eligibility: employees that work 12 months routinely, in a designated classification and 35 or more hours per week shall be eligible for the listed benefits

- A. Schedule B

MESSA Choices II
\$300/\$600
\$20 Office Visit
Saver RX Prescriptions

- OR -

- (1) Qualifying employees shall be eligible for a cash option of \$5,000.00 per year through the section 125 plan in lieu of the above referenced medical benefits
- (2) The board retains the right to purchase dental, vision, life and disability insurance from the vendors of their choice

2. TIER 2 - Employees who became members of the bargaining unit prior to ratification of 2010-11 contract

- A. Schedule B

- (1) Employees who did not receive benefits prior to ratification of the 2010-11 contract will qualify for tier 1 benefits at the time they are retained in a position that qualifies them for benefits.

125 PLAN:

Those employees that qualify for benefits shall be compensated with a 125 Plan, the amount as listed in the schedule. Those employees not electing health insurance shall be eligible for vision, dental, LTD and Life Plan as listed in the schedule. The Employer shall provide a cash option in lieu of health benefits. The cash option amount shall be as specified in the plan document.

The amount of the cash payment received may be applied by the bargaining unit member to a tax deferred annuity. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.

The program became effective January 1, 1996. Benefits currently being provided to bargaining unit members shall continue as currently provided.

All cost relating to the implementation and administration of benefits for bargaining unit members under this program shall be borne by the Employer.

Furthermore, the Employer shall provide a premium contribution plan. To elect a premium contribution plan in the amount per contract agreement, the bargaining unit members shall enter into a salary reduction agreement.

HEALTH INSURANCE:

All eligible employees who choose Plan A will be subject to the State of Michigan PA 152 – Publicly Funded Health Insurance Contribution Act “Hard Cap” co-payment. The board shall pay 100% of the premium cost for eligible employees who choose Plan B.

PLAN A:

(for those taking health insurance)

Major Medical:

Full-time employees

The provider shall be determined by the employer.

1. Saver Rx
2. In network deductible \$300/\$600
3. Out of network deductible \$600/\$1,200

PLAN A:

(for those taking health insurance)

Long Term Disability:

60% of Max Eligible Salary

Maximum Monthly Benefit \$3,000.00

Maximum Eligible Monthly Salary \$5,000.00

90 Calendar Days Modified Fill Elimination Period

COLA No

Mental/Nervous Two Years

Alcohol/Drug Two Years

5% Minimum Payout

Pre-existing Limits Waived

Family Social Security Offset

No Survivor Income

Freeze on Offsets

No Educational Supplement

2 Year Own Occupation

Life Insurance:

Life Volume Requested \$7,500.00

Disability Waiver Will Apply

Accidental Death & Dismemberment:

Life Volume Requested \$7,500.00

Vision:

VSP1

Dental:

50/50/50:\$1,000.00 Annual Maximum

50:\$1,000.00 Lifetime Maximum Orthodontics

2 Cleanings Per Year

No Adult Orthodontics

PLAN B:

(for those not taking health insurance)

Full time employees who select plan B which includes vision, dental, life and long term disability insurance consistent with 2009-10 contract coverage levels shall be eligible for a \$5,000 cash option per year through the Section 125 plan above. Cash option only provided if employee first presents documented proof that he/she already receives health insurance in compliance with the ACA.

PLAN B:

(for those not taking health insurance)

Long Term Disability:

60% of Max Eligible Salary

Maximum Monthly Benefit \$3,000.00

Maximum Eligible Monthly Salary \$5,000.00

90 Calendar Days Modified Fill Elimination Period

COLA No

Mental/Nervous Two Years

Alcohol/Drug Two Years

5% Minimum Payout

Pre-existing Limits Waived

Family Social Security Offset

No Survivor Income

Freeze on Offsets

No Educational Supplement

2 Year Own Occupation

Life Insurance:

Life Volume Requested \$7,500.00

Disability Waiver Will Apply

Accidental Death & Dismemberment:

Life Volume Requested \$7,500.00

Vision:

VSP1

Dental:

50/50/50:\$1,000.00 Annual Maximum

50:\$1,000.00 Lifetime Maximum Orthodontics

2 Cleanings Per Year

No Adult Orthodontics

Plan specifics may change with consent of the Association. July 1, 2017-June 30, 2020 – Insurance Reopener, or an insurance reopener if there is a material change in the ACA regarding eligibility.

SCHEDULE "C"

Any new employee shall be placed on new Step 1. Management has the right to place new hires on new Steps 1-3. The right of said assignment is that of management and shall be based, in part, on past experience and training. Each numbered step is equivalent to one (1) year.

Hourly Premium pay for Certified Classroom Paraprofessionals, MEDS Specialist, IEPC placed Paraprofessionals, and Library Media Technical Assistant is as per the enclosed schedule. This amount of additional pay will be awarded to the employee only for the actual working placement in the above stated classifications. Movement from these classifications, for whatever reason, shall constitute forfeiture of the hourly premium pay.

Longevity Pay will be granted to employees as per the enclosed schedule. The payment of the scheduled amount will be made on the payroll immediately following the employee's anniversary date. It is the employee's responsibility to notify the business office two weeks prior to the anniversary date.

LONGEVITY SCHEDULE

HOURLY PREMIUM PAY

<u>STEP</u>		<u>CLASS</u>	
10-15 Years	\$550	Library Media Technical Ass't.	\$1.00
16-20 Years	\$800	Certified Classroom Paraprofessional	\$0.64
21 Years & Over	\$1,050	IEPC-Place Paraprofessional	\$0.42
		MEDS Specialist	\$0.42

BERRIEN SPRINGS PUBLIC SCHOOLS

July 1, 2016 – June 30, 2020 (2% YEAR 1) – STEPS ALL YEARS

STEP	MAINTENANCE	SECRETARY	PARAPRO
1	\$14.53	\$13.36	\$11.66
2	\$14.99	\$13.68	\$11.94
3	\$15.46	\$13.91	\$12.25
4	\$15.94	\$14.22	\$12.51
5	\$16.44	\$14.50	\$12.81
6	\$16.86	\$14.81	\$13.08
7	\$17.35	\$15.08	\$13.35
8	\$17.83	\$15.35	\$13.64
9	\$18.18	\$15.65	\$13.92
10	\$18.55	\$15.97	\$14.19
11	\$18.92	\$16.29	\$14.48
12	\$19.30	\$16.61	\$14.77
13	\$19.68	\$16.94	\$15.06
14	\$20.07	\$17.28	\$15.37

Library Media Technical Asst. +\$1.00

Certified Classroom Parapro +\$.64

IEPC – Placed Parapro + \$.42

MEDS Specialist + \$.42

Double steps in first year of contract only.

SCHEDULE D
JOB DESCRIPTIONS

TITLE: **MAINTENANCE PERSONNEL**

- QUALIFICATIONS:
1. Education: High school graduate or equivalent
 2. Training and Experience: Appropriate training and experience in skilled trades, i.e. plumbing, electrical, heating/air conditioning, carpentry, etc.
 3. Demonstrated Technical Skills: Basic understanding of electrical, plumbing and building systems within a school setting.
 4. Human Relations Skills: Must be of good character and possess cooperative and sound personal habits.
 5. Valid drivers license. Must be physically fit.

REPORTS TO: Supervisor of Operations

- PERFORMANCE RESPONSIBILITIES:
1. Perform a wide variety of repair and maintenance tasks, assigned or observed, which involve work in all trades (electrical, plumbing, heating/cooling, carpentry, etc.) at any building or structure.
 2. Repair, replace and/or install new plumbing fixtures and any and all plumbing fixtures, pipes and water lines. Clear stoppages in sinks, urinals, toilet bowls and sewer lines.
 3. Repair, replacement and trouble shooting of all electrical equipment in the district up to and including 220 volts.
 4. Repair, trouble shoot and adjust all heating and cooling problems.
 5. Perform carpentry and glazing as assigned.
 6. Perform tasks necessary to maintain playground equipment and fences throughout the district and assist in maintaining the grounds.
 7. All work to be performed in a neat and workman like manner to insure a safe environment for students and co-workers.
 8. Perform other related maintenance duties as assigned by the Supervisor of Operations. Maintenance Personnel should understand that situations sometimes arise that may require being asked to work beyond scheduled work hours.

- TERMS OF EMPLOYMENT:
1. As per assignment and the Master Contract
 2. 52 weeks per year

EVALUATION: All evaluations shall be in writing and reviewed by the employee and supervisor prior to June 1 of each fiscal year.

TITLE: SECRETARY

- QUALIFICATIONS:
1. Education: High school graduate with some college preferred.
 2. Training and Experience: Appropriate training and experience in business, industry or nonprofit organizations.
 3. Demonstrated Technical Skills: Typing, filing, computer word processing, computer spreadsheets, office procedures and organizational skills.
 4. Human Relations Skills: Ability to relate to school age children, parents, teachers and members of the community.

REPORTS TO: Building Principal or Program Administrator

- PERFORMANCE RESPONSIBILITIES:
1. To perform secretarial tasks as directed by the immediate supervisor/administrator.
 2. Type/process reports and other correspondence in a neat and accurate form.
 3. Record accurately the data regarding student attendance.
 4. Maintain appropriate student records as assigned by the immediate supervisor/administrator.
 5. Maintain an accurate "student activities" (school service fund account) journal.
 6. Maintain accurate inventory records.
 7. Process purchase orders as per the supervisor/administrator.
 8. Assist in the scheduling of students.
 9. Assist teachers in duplicating instructional materials.
 10. Monitor the flow of incoming and outgoing mail.
 11. Receive incoming phone calls in a courteous manner and route calls/information to the appropriate individual.
 12. Assume responsibility for greeting visitors, staff members and students entering the school office.
 13. To perform other such duties as assigned by the supervising administrator.

- TERMS OF EMPLOYMENT:
1. As per assignment and the Master Contract:
 2. School year secretaries = 205 days.
 3. Full year secretaries = 52 weeks.

EVALUATION: All evaluations shall be in writing and reviewed by the employee and supervisor prior to May 1 for school year employees and June 1 for full year employees of each fiscal year.

TITLE: TITLE I PARAPROFESSIONAL

- QUALIFICATIONS:
1. Education: Associates Degree or at least two (2) years (60 semester credit hours) of study at an accredited university or demonstrate, through formal academic or local assessment, knowledge of and the ability to assist in instructing reading, writing and mathematics. Plus satisfy any additional qualification requirements in state or federal law
 2. Training and Experience: Knowledge of applicable reading programs and strategies employed by the district for the specific Title I grade level assigned
 3. Demonstrated Technical Skills: Competence in providing support in the instruction of student in the areas of reading, writing and mathematics including diagnostic testing
 4. Human Relations Skills: Ability to relate to school age children, parents, teachers and members of the community

REPORTS TO: Building principal or program administrator and assigned teacher

- PERFORMANCE RESPONSIBILITIES:
1. Provide one-to-one and/or small group tutoring if such tutoring is scheduled at a time when a student would not otherwise receive instruction from a teacher
 2. Assist teacher with classroom management such as organizing instructional and other materials
 3. Conduct parental involvement activities
 4. Provide instructional assistance in a computer laboratory
 5. Provide support in a library and media center
 6. Assist teachers with record keeping and compiling reports
 7. Provide instructional support services under the direct supervision of a teacher
 8. Act as a translator
 9. Perform any other job responsibilities deemed appropriate by the teacher and/or appropriate administrator

- TERMS OF EMPLOYMENT:
1. As per assignment and the Master Contract
 2. 184 days

EVALUATION: All evaluations shall be in writing and reviewed by the employee and supervisor prior to May 1 of each fiscal year

TITLE: CLASSROOM PARAPROFESSIONAL

- QUALIFICATIONS:
1. Education: High School graduate with some college preferred.
 2. Training and Experience: Course work in psychology, child development and learning theory with practical experience working with school age children in recreational or educational settings.
 3. Demonstrated Technical Skills: Basic understanding of the educational process and the application of knowledge to assist students.
 4. Human Relations Skills: Ability to relate to school age children, parents, teachers and members of the community.

REPORTS TO: Building Principal or Program Administrator and Assigned Teacher

- PERFORMANCE RESPONSIBILITIES:
1. Assist teacher in preparation and organization of instructional materials.
 2. Assist teacher with instruction of students as assigned by the teacher.
 3. Assist teacher in appropriate record keeping as determined by the classroom teacher.
 4. Assist teacher with student management, as assigned by the teacher, that is appropriate and within legal limitations for classified employees.
 5. Assist the teacher in the supervision of students in activities outside the classroom, excluding the crossing guard assignment.
 6. Perform any other job responsibilities deemed appropriate by the teacher and/or appropriate administrator.

- TERMS OF EMPLOYMENT:
1. As per assignment and the Master Contract:
 2. 184 days

EVALUATION: All evaluations shall be in writing and reviewed by the employee and supervisor prior to May 1 of each fiscal year.

TITLE: LIBRARY MEDIA AIDE

- QUALIFICATIONS:
1. Education: High School graduate with some college preferred.
 2. Training and Experience: Knowledge of library technology.
 3. Demonstrated Technical Skills: Basic understanding of the library system and the application of knowledge to operate the program efficiently.
 4. Human Relations Skills: Ability to relate to school age children, parents, teachers and members of the community.

REPORTS TO: Director of Media and Building Principal.

- PERFORMANCE RESPONSIBILITIES:
1. Perform all clerical duties assigned.
 2. Assist in the coordination of the duties involved in the daily operations of the school library media center.
 3. Apply established circulation and storage procedures to all library media hardware and software.
 4. Participate in and support training and in-service activities.
 5. Assist in the instruction of information retrieval system and use of the appropriate equipment.
 6. Assist in inventory procedures as assigned.
 7. Perform other duties as assigned or appropriate.

- TERMS OF EMPLOYMENT:
1. As per assignment and the Master Contract:
 2. 184 days

EVALUATION: All evaluations shall be in writing and reviewed by the employee and supervisor prior to May 1 of each fiscal year.

TITLE: LIBRARY MEDIA TECHNICAL ASSISTANT

REPORTS TO: Coordinator of media services and building principals

QUALIFICATIONS: Graduate of library media technical assistant program or have accrued 60 semester hours that include credits in children's literature, computer applications, computer related technology, and educational technology or three years parallel experience.

JOB GOALS: To provide media services for students, teachers, and building-level administrators.

PERFORMANCE
RESPONSIBILITIES:

1. Coordinate the duties involved in the daily operation of the school library media center.
2. Provide instruction in the use of information retrieval systems and use of appropriate equipment.
3. Assist students and teachers in securing and using curriculum related media resources.
4. Encourage leisure reading; provide student reading selection and guidance.
5. Supervise subordinate staff and volunteers.
6. Perform inventory procedures.
7. Apply established circulation and storage procedures to all library media hardware and software.
8. Participate in, and support training and in-service activities.
9. Assist with the application of media technology to the curriculum.
10. Assist in the use of equipment and software.
11. Arrange maximum use of hardware.
12. Facilitate student use of equipment.
13. Select, classify, and catalog new library materials under the supervision of the library media specialist.
14. Create stimulating and inviting environment with displays, bulletin boards, etc.
15. Participate in work-related associations and/or activities.

TERMS OF
EMPLOYMENT:

194 days per year; salary commensurate with the district structure for positions requiring two years of education relative to employment and/or specific technical skills and expertise.

EVALUATION:

Performance of this job will be evaluated annually and shall be in writing and reviewed by the employee and the supervisor prior to May 1 of each fiscal year.