

MASTER AGREEMENT

**BOARD OF EDUCATION
BREITUNG TOWNSHIP SCHOOLS
AND
BREITUNG TOWNSHIP
EDUCATION SUPPORT
PERSONNEL ASSOCIATION
AND
MICHIGAN EDUCATION
ASSOCIATION**

2011-2012

BASIC AGREEMENT BETWEEN

**BOARD OF EDUCATION
BREITUNG TOWNSHIP SCHOOL DISTRICT
AND
BREITUNG TOWNSHIP EDUCATION SUPPORT
PERSONNEL ASSOCIATION, MEA/NEA
2011-2012**

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BREITUNG TOWNSHIP SCHOOL DISTRICT

AND

BREITUNG TOWNSHIP EDUCATION SUPPORT
PERSONNEL ASSOCIATION, MEA/NEA

2011-2012
BASIC AGREEMENT

This Agreement between the Board of Education, Breitung Township School District, County of Dickinson, State of Michigan, hereinafter referred to as the "Board" and Breitung Township Educational Personnel Association, MEA/NEA, hereinafter referred to as the "Association", dated this first day of July, 2011, shall remain in full force and effect until June 30, 2012.

ARTICLE 1 - PURPOSE

- A. It is the intent and purpose of the parties hereto to set forth herein the basic Agreement covering hours of work, wages, and conditions of employment to be observed between the parties hereto.

ARTICLE 2 - RECOGNITION

- A. The Board recognizes the Association as the exclusive representative for collective bargaining for all full-time and part-time employees of the Breitung Township School District in the following positions:

- Custodians
- Maintenance workers
- Accountants
- Payroll clerks
- Secretaries
- Educational assistants/Office aides
- Food service personnel
- Responsibility Room Supervision
- Child Care Providers

but excluding:

- All supervisory personnel
- Superintendent's secretary
- All substitute help

ARTICLE 3 - DEFINITIONS

Employees are classified and/or defined differently for purposes of certain fringe benefits than they are for pay and transfer rights. The following definitions apply for fringe benefit purposes only:

- A. "Group A employees" shall mean employees covered by this Agreement who are classified as Custodians or Maintenance Workers.

- B. "Group B employees" shall mean employees covered by this Agreement who are classified as Bus Drivers.
- C. "Group C employees" shall mean employees covered by this Agreement who are classified as Accountant, Payroll Clerk, Secretaries, and who are employed for twelve months each year.
- D. "Group D employees" shall mean employees covered by this Agreement who are classified as Accountant, Payroll Clerk, Secretaries, and who are employed primarily for the school year (commonly referred to as "ten (10) month" employees).
- E. "Group E employees" shall mean employees covered by this Agreement who are classified as educational assistants/office aides and who are employed primarily for the school year (commonly referred to as "ten (10) month" employees).
- F. "Group F employees" shall mean employees covered by this Agreement who are classified as food service employees and who are employed primarily for the school year (commonly referred to as "ten (10) month" employees).
- G. "Group H employees" shall mean employees covered by this agreement who are classified as Responsibility Room Supervisors and who are employed primarily for the school year.
- H. "Group I Employees" shall mean employees covered by this agreement that are classified as child care providers and who are employed primarily for the school year.

ARTICLE 4 - ASSOCIATION AND EMPLOYEE RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby recognizes that every employee has the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation or other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the statutes of the State of Michigan, as amended, the Board undertakes and agrees: that it will not directly nor indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act; that it will not discriminate against any employee with respect to hours, wages, nor 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 bargaining with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment. Any alleged discrimination may be processed as a grievance under this Master Agreement unless the employee is in the process of seeking other legal means and/or remedies. An employee may not do both.
- B. Nothing contained herein shall be construed to deny or restrict any employee rights which he/she may have under any other applicable law or regulation. The rights granted hereunder to employees shall be deemed to be in addition to those provided elsewhere.
- C. The Association shall have the right to post notices of its activities and matters of Association concern on designated bulletin boards within school facilities.
- D. The Association may use the District internal mail service and mail boxes for communications to its members.
- E. Membership in the Association shall not be denied to any eligible employee on the basis of race, creed, religion, color, national origin, age, sex, marital status, disability, height, or weight.

- F. The provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious, nor discriminatory, and without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- G. The Association shall be granted a "bank" of five (5) days per year for the purpose of releasing its representatives from regular duties without loss of salary to participate in area, state, or regional meetings of the Michigan Education Association/MESPA. For the 2007-08 school year, an additional ten (10) days will be granted for which the MEA Association will pay the salary of the representative including FICA and retirement of the member utilizing these days. For the 2008-09 school year, an additional five (5) days will be granted for which the MEA Association will pay the salary of the representative including FICA and retirement of the member utilizing these days. On July 1, 2009, these days shall revert back to five days in which the Association shall pay the cost of the substitute. Time must be drawn from the bank in one (1) hour or more increments. Any staff member drawing time from the bank must notify his/her respective supervisor at least two (2) school days in advance.

ARTICLE 5 - AGENCY SHOP/ASSOCIATION DUES

- A. Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall, as a condition of employment, pay as a service fee a legally permissible amount, as legally determined, not to exceed the dues paid by members of the Association— including local, state, and national dues; provided, however, that the employee may authorize payroll deduction for such fee as provided herein.

The procedure in all cases of non-payment of the service fee shall be as follows:

- (1) The Association shall notify the Employee of non-compliance by personal service and/or certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Employer in the event compliance is not effected.
- (2) If the Employee fails to remit the service fee or authorization for same, the Association may request the Employee to make such deduction pursuant to the opening paragraph above.
- (3) The Employer, upon request for involuntary deduction, shall provide the Employee with an opportunity for a due process hearing limited to the question of whether or not the Employee has remitted the service fee to the Association or authorized payroll deduction for same.
- (4) The Employer and Association may mutually agree, in writing, to withhold, and/or suspend involuntary wage deduction, and/or to place any involuntary wage deductions in an escrow account pending any legal challenges.

Pursuant to Chicago Teachers Association v Hudson, 106 S CT 1066 (1986), the Association has established a "policy regarding objections to political-ideological expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association employees who choose not to belong to the Association. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim, or complaint by an objecting employee concerning the applications and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other

required information may not be available and transmitted to non-members until mid-school year. Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association notification to non-members of the fee for that given school year. In the event that such an authorization is not signed and returned to the school business office by the end of the probationary period, or a Service Fee is not paid directly to the Association, the Employee shall, upon written request by the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association.

- B. In the event that an employee shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as provided in this Agreement, the Board shall, at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association pursuant to MCLA 408.477;MSA 17.277(7).
- C. In the event of any legal or administrative action against the Board brought because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The Board gives timely notice of such action to the Association and permits Association intervention as a party if it so desires, and
 - 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- D. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed as a direct consequence of the Board's compliance with this Article.
- E. The Employer agrees to deduct from the first paycheck each month, Association dues in the amount designated by the Association member for the preceding month and promptly remit same to the treasurer of the Association and/or the Association's designee.

ARTICLE 6 - RIGHTS OF THE BOARD

- A. The Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the District to the full extent authorized by the law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

These rights include, by way of illustration and not by way of limitation, the right to:

- 1. Establish policies, manage and control the school district, its facilities, equipment, and its operations and to direct its working forces and affairs.
- 2. Continue its policies and practices of assignment and direction of its personnel; determine the number of personnel, and the scheduling of all personnel.
- 3. Hire all employees and, subject to the provisions of law, determine their qualifications and the conditions of their continued employment or their dismissal, discipline, or demotion and to promote, assign, transfer, and lay off employees, and to reduce or increase work hours and to determine work

hours and days. Determine job descriptions following input from employees affected. Determine fitness for continued employment and require physical or mental examinations of employees, including drug and alcohol testing, by Employer-selected licensed physicians and technicians.

4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all processes, methods, and means of providing its services and determine schedules and standards of operation, and the institution of new or improved methods.
 6. Establish, modify, or change any work, business, shift, or school hours or days.
 7. Determine the number and location or relocation of its facilities and work stations and bus routes.
 8. Adopt rules and regulations.
 9. Determine the financial policies, including all accounting procedures.
 10. Determine the size of the administrative organization, its functions, authority, amount of supervision, and structure of organization.
 11. Determine assignment of buses and where buses are parked, stored, and housed, both during and outside work hours.
- B. The exercise of the forgoing powers, rights, authority, duties, and responsibilities by the Board shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with applicable laws. Furthermore, the Board recognizes that this Agreement sets forth limitations on the above named powers, rights, authorities, duties, and responsibilities and hereby agrees to be bound by such limitations.

ARTICLE 7 - JOB CLASSIFICATIONS

- A. Employees are classified for pay and certain other rights into job classifications as hereafter set forth. The specific duties of the various job titles within each classification are defined as set forth below.

1. CUSTODIAN/MAINTENANCE

Custodian

Responsible for both regular routine and periodic major cleaning of the building(s) to which they are assigned. Responsible for proper care and routine maintenance and repair of the equipment and grounds associated with the building(s) to which they are assigned.

Maintenance

Responsible for performing major maintenance and repair tasks throughout the District. Responsible for repair and maintenance of all equipment owned and/or operated by the district. Must possess at least basic skills in welding, plumbing, electrical work, carpentry and masonry.

Maintenance/Custodian

Responsible for both regular routine and periodic major cleaning of the building(s) to which they are assigned. Responsible for proper care and routine maintenance and repair of the equipment and grounds associated with the building(s) to which they are assigned.

Responsible for performing major maintenance and repair tasks throughout the District. Responsible for repair and maintenance of all equipment owned and/or operated by the district. Must possess at least basic skills, welding, plumbing, electrical work, carpentry and masonry.

2. SECRETARY/CLERICAL

Accountant/Payroll Clerk

Responsible for the maintenance of the general ledgers for all district funds and all related journals and subsidiary records. Responsible for the filing of all payroll tax returns and related reports, preparation of the financial sections of state and federal program reports, and maintenance of records and preparation of reports related to employee fringe benefit programs. Responsible for the processing of the District's periodic payrolls and maintenance of records and preparation of reports related to payroll. Responsible for maintenance of the District's voter registration records and for assisting in the administration of elections. Assists in the maintenance of other accounting records as directed.

Secretary

Responsible, at the direction of the assigned supervisor, for typing, filing, telephone answering, maintenance of records, copying, and related tasks necessary for the efficient functioning of the office to which he/she is assigned.

Executive Secretary

That secretary that may be designated by the Board as an executive clerical person responsible for a given building, area or department. Not all buildings, areas and/or departments shall have executive secretaries.

3. FOOD SERVICE

Cook/Baker

Responsible to assist the food service manager in the preparation of daily meals for all students.

Kitchen Helper

Responsible to assist the Cook/Baker.

4. EDUCATIONAL ASSISTANT/OFFICE AIDE/RESP. ROOM SUPERVISOR

Educational ASSISTANT/OFFICE AIDE

Responsible to assist administrators, teachers, and other staff in maintaining a safe and orderly school environment. When assigned will assist in the performance of the secretarial tasks to the office to which he/she is assigned.

Responsibility Room Supervisor

Responsible for the supervision and operation of responsibility room under the direction of building administrators.

5. CHILD CARE PROVIDER

Responsible for assisting child care center director in caring for children attending the child care center.

- B. Additional duties may be added to the foregoing positions as deemed necessary by the Board upon notification to the Association and/or in cases of emergency.
- C. For each classification, job descriptions have been drafted, which shall include:
 - 1. Job title and description
 - 2. Minimum qualifications for the job
 - 3. A statement of required tasks and responsibilities.
- D. A committee comprised of equal numbers of members of the Association and representatives of the Board shall meet at least annually to review existing job descriptions and to recommend any necessary modifications thereto.
- E. The Board recognizes that it shall not be the responsibility of Group C and D employees to administer discipline to students.

ARTICLE 8 - PROMOTIONS/VACANCIES

- A. All vacancies and promotions within the bargaining unit shall be made on the basis of seniority and qualifications, as set forth below.
- B. Job vacancies shall be posted for a period of seven (7) calendar days setting forth the minimum requirements for the position in a conspicuous place in each building. Employees interested shall apply within the seven (7) calendar day posting period. To the extent possible all posted vacancies shall be filled no later than the next regularly scheduled Board of Education meeting following the required posting period.
- C. In the event the senior applicant is denied the promotion, reasons for the denial shall be given in writing to the Association. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

- D. If the employee is unsatisfactory in his/her new position, notice and reasons shall be submitted to the Employee. The matter may then become proper subject for the grievance procedure.

ARTICLE 9 - SUPERVISION

- A. The Group A employees of this Association shall be responsible for their conduct and performance of duty to the following:
1. Building Administrator of building in which employed
 2. Supervisor of Custodial/Maintenance/Grounds
 3. Superintendent of Schools and Business Manager
- B. The Group C and D employees of this Association shall be responsible for their conduct and performance of duty to the following:
1. Building Administrators
 2. Superintendent of Schools and Business Manager
- C. The Group E employees of this Association shall be responsible for their conduct and performance of duty to the following:
1. Building Administrators
 2. Superintendent of Schools and Business Manager
- D. The Group F employees of this Association shall be responsible for their conduct and performance of duty to the following:
1. Food Service Supervisor
 2. Building Administrators
 3. Superintendent of Schools and Business Manager
- E. The Group H employees of this Association shall be responsible for their conduct and performance of duty to the following:
1. Building Administrators
 2. Superintendent of Schools and Business Manager
- F. The Group I employees of this Association shall be responsible for their conduct and performance of duty to the following:
1. Child Care Director

2. Building Administrator
3. Superintendent of Schools and Business Manager

ARTICLE 10 - WORKING CONDITIONS

- A. The Board recognizes that the proper performance of an employee's duties requires that adequate time be allowed for their completion. Therefore, the Board will endeavor to structure work assignments so that adequate time is available for their completion.
- B. The Board recognizes that the safe and effective performance of an employee's duties requires that appropriate tools, materials, and supplies be available. Therefore, the Board will provide such tools, materials, and supplies as may be necessary for the performance of assigned duties.
- C. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being. Any employee aware of such a situation shall immediately report it to his immediate supervisor.
- D. 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 areas. The Employer shall take reasonable steps to relieve the bargaining unit member of responsibilities with respect to students who are disruptive or who repeatedly violate rules and regulations.
- E. Employees may be provided with in-service training opportunities and professional development in order to perform their duties.
- F. No non-probationary employee shall be disciplined without just cause. The term discipline as used in this Agreement includes warnings; reprimands; suspensions with or without pay. Written warnings or reprimands will be given in the form of a formal letter with the full signature of the administrator taking the action including the specific grounds for the disciplinary action. A copy of a written warning or reprimand shall be given to the bargaining unit member prior to placement in the personnel file. Any employee who wishes to take exception to a written disciplinary action shall be allowed to respond in writing to the appropriate administrator and such response shall be placed in the employee's personnel file.
- G. It is agreed and understood that the following progressive system of discipline shall be followed in disciplining non-probationary bargaining unit members:
 1. Verbal warning by Supervisor/Administrator
 2. Written reprimand
 3. Suspension with or without pay
 4. Dismissal for just cause

The parties recognize that the severity of an offense may provide just cause for the acceleration of the above progression of discipline.

- H. The Board acknowledges that it is in the best interest to provide a safe and healthy working environment for the District's support staff.

ARTICLE 11 - SENIORITY

For the purpose of this Article the term classification shall mean those classifications set forth in Article 7 hereof.

- A. All employees shall have seniority in their respective positions and shall be protected in that position. They shall not be released from that position or any part of that position except where the employee has been proven negligent in the performance of duty or when the position or part of the position has been eliminated.
- B. When it may for any reason be necessary to reduce the staff in any classification, the person having the lowest seniority in that classification shall be laid off first. Said employee shall be notified in writing a minimum of two (2) calendar weeks prior to any layoff action unless there are any extenuating circumstances. School year employees (commonly referred to as "ten (10) month" employees) being reduced shall be notified one (1) month prior to the end of the school year.

Employees shall be recalled for work in reverse order, with the most senior employee being returned to work first. Notice of recall shall be made, in writing, at least two (2) calendar weeks before the return to work date, by Registered or Certified Mail to the employee's last known address. It shall be the responsibility of the employee to keep the District informed of any address change while on layoff.

- C. In the event an employee's job is either eliminated or reduced in hours, he/she will be given the opportunity to bump any employee with less seniority in the same classification first. If there is no employee with less seniority in the same classification working the same or more hours, then said employee shall be allowed to bump any employee in any classification with less seniority, provided that the employee bumping: 1. has 20 years of experience by date of hire in the district, 2. is presently qualified for the position without training or orientation, 3. has had their job eliminated or reduced in hours, and 4. bumps into a position of equal or less hours. Qualified for the position means that the employee meets the requirements as stated on the job description including testing requirements.
- D. When for any reason a job opens, it shall be offered to the employee in that classification with the highest seniority who is fully qualified and on down the list of employees in that classification until an employee accepts the position. The immediate Supervisor of the open position and the Superintendent shall judge the qualifications of employees for those positions. If no employee in that classification who is qualified accepts the position, the District shall be entitled to fill that position from outside the bargaining unit provided, however, that any employee in the bargaining unit may apply for the position in a different classification but the District shall be entitled to select the applicant which the District determines to be in its best interest without regard to seniority from employees not then in that classification. If qualifications are equal, then bargaining unit seniority shall be the determining factor.
- E. Seniority will be district-wide and based upon date of hire. The Employer shall provide the Association with up-to-date copies of the Seniority List on an annual basis.
- F. The probationary period shall be 100 days actually worked for school year employees and 130 days actually worked for 12-month employees. After completion of the probationary period, seniority shall accrue from the date of hire.
- G. When an employee within a classification accepts another position in that classification that employee shall be placed on the wage schedule step equal to the actual years of service, but not less than their current wage. For these purposes the employee shall be placed on the next highest step in the wage schedule and remain there until that employee's years of service entitle the employee to move to a higher salary schedule

position. When an employee moves from one classification to another, for any purpose, that employee will be placed at the zero step on the salary schedule of the classification to which that employee moves, regardless of years of service.

- H. Employees shall have a right of recall from layoff up to the amount of classification seniority or three years, whichever is less.

ARTICLE 12 - LOSS OF SENIORITY

- A. An employee shall lose his/her seniority for the following reasons:
 1. Voluntary Quit
 2. Discharge for just cause.
 3. Failure to notify the Board, in writing, of his/her intent to return to work from a layoff within three (3) working days after being notified to return to work.
 4. Failure to return to work from a layoff on the date indicated on the letter of notification, but not more than ten (10) calendar days following receipt of letter of notification.
 5. Upon retirement from the District.

ARTICLE 13 - PROBATIONARY EMPLOYEES

- A. The probationary period shall be 100 days actually worked for school year employees and 130 days actually worked for 12-month employees. After completion of the probationary period, seniority shall accrue from the date of hire.
- B. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and conditions of employment.

ARTICLE 14 - OPERATION OF BUSES

- A. Nothing in this agreement shall restrict the right of the Board to arrange for the operation of its buses by, or otherwise contract the operations of its buses with, any qualified outside individual or organization.
- B. The Board retains the right to determine the appropriate mode of transportation for its students, faculty, staff or other persons for any purpose whatsoever.

ARTICLE 15 - WORK SCHEDULES

- A. **Group A Employees shall work** a regular shift of up to eight (8) hours per day, (*i.e., may be scheduled to work a 40 hour week within 7 days.*) Employees assigned to work the afternoon shift shall be paid 10 cents per hour shift differential, and employees assigned to work the night shift shall be paid 20 cents per hour shift differential. The District shall be entitled to assign one or more custodial employees to a mid-shift which shall include approximately equal parts of the day and afternoon shift hours and when that occurs the employee shall be paid a shift differential of 5 cents per hour for all time worked during the mid-shift. During the school year, not more than six (6) full-time Group A employees shall be assigned to the afternoon shift.

During summer vacation periods all custodial and maintenance workers shall be entitled to work four shifts of 10 hours each day per week and shall be paid straight time for the entire shift, without shift differential. Employees shall not be required to work ten hour days during summer vacation periods. Overtime shall not be paid except for hours worked in excess of 40 hours in any work week. Employees shall be assigned to all work shifts based upon seniority but the District may assign workers so that buildings shall be covered each normal work day during the summer vacation period.

- B. Group C, D, E, F, employees shall work a regular shift of up to eight (8) hours per day, Monday through Friday, totaling up to forty (40) hours per week. Such regular shifts shall begin not earlier than 6:00 A.M. and conclude not later than 4:30 P.M. For those employees who are entitled to a lunch break, they would work their assigned number of clock hours plus a one-half hour duty-free lunch, i.e., an eight (8) hour employee would have an eight and one-half hour schedule with a thirty (30) minute duty-free lunch period included in that schedule.
- C. The work schedule for Group H employees shall work a regular shift of up to eight (8) hours per day, Monday through Friday, totaling up to forty (40) hours per week. Such regular shift shall begin not earlier than 7:00 a.m. and conclude not later than 5:00 p.m.
- D. The work schedule for Group I employees shall generally be 25 hours per week during the school year, but subject to change to provide more or less scheduled hours as the administration shall from time to time direct. Such schedule shall begin not earlier than 6:00 a.m. and conclude not later than 7:00 p.m.

ARTICLE 16 - ASSIGNMENTS/WORK FORCE/EXTRA DUTY

- A. The Association recognizes the right of the District to make assignments of employees within job classifications to perform any work available within the District which exists within that job classification. Such assignments may involve rendering services at one or more locations on the same day or on various days within a work week or work month. In the event that any employee is required to travel between buildings, that employee shall do so on District time and where travel is necessary, shall be reimbursed mileage in the event the District does not provide transportation. The District shall make position assignments for each employee based on seniority for each employee within a classification and based on the expressed terms and conditions of this agreement. Each employee shall regularly perform that same position assignment subject to the District's right to utilize its staff for emergencies and large projects or unusual circumstances.
- B. The Association recognizes the right of the District to determine the qualifications for each position as stated on the job description. Any changes in the stated qualifications made by the District must be communicated to the Association. The District will allow input from the Association, but the District shall have final authority on the job description. No worker will be displaced from an existing position without being offered training to equip that worker to meet the qualifications of the new duties. Whenever a vacancy in a position occurs, the District shall post the qualifications for such position not less than seven (7) days before filling the same (except in an emergency where the District may post for a shorter time with the consent of the Association). The District shall transfer the most qualified applicant in that classification to that position on a probationary basis. Such probationary period shall be for 60 calendar days of actual work. At anytime during the probationary period, the District may review the employee's job performance and shall make the results of any such review known to the employee. An employee accepting a transfer under this paragraph shall not be entitled to return to that employee's former position unless the employee has been determined to be unqualified for the new position by the employer. Once an employee and management have agreed that the employee is qualified for the new position and the Employer wishes to retain the employee in that position, the right to return to the former position under any circumstances shall cease. In any case where the District

determines to change the qualifications for a position, the District shall meet with the Association over such changes and shall make available such training as is necessary to equip a reasonable number of employees to meet the new qualifications.

- C. The District and Association shall jointly develop an evaluation form for all employees and that evaluation form shall be utilized to evaluate that employee's performance. Such a form shall include but not be limited to a listing of the job duties and requirements of the particular job for which the employee is being evaluated. The form shall be used to apprise employees of the requirements of a particular job and to assist all parties in the fair evaluation of the employee. The current evaluation form shall be attached to this Master Agreement. An evaluation conference shall be held after the evaluation between the employee and the supervisor. An employee shall receive a copy of his/her evaluation and has the right to attach a response to the evaluation.
- D. There shall be created the position of lead person, which shall be an Association position subject to the terms of this agreement. The lead person shall be filled by seniority subject to the probationary qualification period. The lead person shall be paid a premium pay of \$.25 per hour and shall be responsible for the coordination of all functions within a building or a work classification as such duties are from time to time assigned by the District and shall report directly to such administrative personnel as the District shall from time to time direct. The District may not assign any employee as a lead person and no lead person shall be required to discipline other Association members.
- E. Whenever the District has reasonable notice that a substitute will be needed for a day shift worker, the District shall offer the day shift assignment for the period of the expected absence to the most senior member in that classification then working the night shift in that building.
- F. If reasonable notice is given when an employee is absent, employees may be allowed to increase work hours when substitutes are needed.
- G. Group C, D, E, F, H and I employees requested by administration to perform extra duty beyond their normal work day, shall be compensated with a \$.50 per hour premium plus their regular pay rate.
- H. The district has the option or discretion to assign additional duties to part-time custodial employees. If none are available, bargaining unit members may be assigned to do such building checks as the District determines as necessary. If part-time employees are not available, the District shall follow the rotation list below for weekend assignments, dances and all extracurricular events on a building by building basis.

1. **WEEKEND/HOLIDAY BUILDING CHECK**

- First weekend after school starts to weekend preceding last day of school.
- Declaration of participation by building custodian must be made at least two weeks prior to start of school year.
- Those building custodians who participate will go on a rotation list for their assigned building only. If the employee who is next scheduled to work on the rotation list declines the assignment, the scheduled work reverts back to the most senior building custodian. The employee who declines the assignment will lose his/her turn on the rotation list.
- If custodians from that building are not available for building check, it shall revert by seniority to the remaining available Group A members of the bargaining unit (no rotation).

2. **WOODLAND SNOW SHOVELING/PROGRAM SET-UP AND OTHER A.M. OVERTIME AS REQUESTED BY BUILDING ADMINISTRATORS**

- Declaration of participation by Woodland custodians must be made at least two weeks prior to the start of the school year.
- Those Woodland custodians who participate will go on a rotation list. If the employee who is next scheduled to work on the rotation list declines the assignment, the scheduled work reverts back to the most senior building custodian. The employee who declines the assignment will lose his/her turn on the rotation list.
- If all Woodland custodians are not available for above stated overtime, it shall revert by seniority to the remaining available Group A members of the bargaining unit (no rotation).

3. **ATHLETIC STADIUM EVENTS**

- Position assigned to this area shall have first choice on all events that are held at the athletic stadium.
- If individual assigned to above position is not available for athletic stadium events, it shall revert by seniority to the remaining available Group A members of the bargaining unit (by rotation). If the employee who is next scheduled to work on the rotation list declines the assignment, the scheduled work reverts back to the most senior building custodian. The employee who declines the assignment will lose his/her turn on the rotation list.

4. **EVENTS/ACTIVITIES HELD AT THE SHARED FACILITIES OF THE SECONDARY COMPLEX**

- For clarification, shared facilities shall include but not be limited to:
 - Both gymnasiums and all locker rooms
 - Wrestling/weight room
 - Training room
 - Classrooms at east end of shared area, to include art, home ec, sewing, cad lab/drafting, wood shop, and other classrooms/offices and facilities in that immediate area
- During normal working hours (regular shifts), all custodians will perform such duties in these areas as requested by the building administrators and athletic director.
- Events/activities that require additional set-up or clean-up time shall be offered to the available Group A employee as that event/activity pertains to a specific building.
 - (i.e.) High school event/activity will be first offered to the available high school Group A employee by seniority. If declined by high school Group A employees, then it will be offered to middle school employees by rotation list.

- Middle school event/activity will be first offered to the available middle school Group A employee by seniority. If declined by middle school Group A employees, then it will be offered to high school employees by rotation list.
- If the appropriate Group A employee is not available for above stated overtime, it shall revert by seniority to the remaining available Group A members of the bargaining unit (by rotation). If the employee who is next scheduled to work on the rotation list declines the assignment, the scheduled work reverts back to the most senior building custodian. The employee who declines the assignment will lose his/her turn on the rotation list.

ARTICLE 17 - WAGES

- A. The basic hourly wage rate for all employees covered under this Agreement shall be determined in accordance with Schedules A which are attached to and are hereby made a part of this agreement.
- B. As an alternative to the wage determined in accordance with paragraph A, an employee covered under this Agreement, who was employed by the Board during the year ended June 30, 1996, may have a basic hourly rate determined by a placement on the wage schedule as agreed by the Association and the Board. An employee whose placement on the wage schedule is on a step other than a step based upon earned seniority shall remain on that step until his/her earned seniority dictates a step advancement.
- C. For the purposes of pay, employees with an anniversary date other than July 1 will have their anniversary date bumped to the next year of experience on July 1st of that fiscal year. Again, this is only for payroll purposes.
- D. Effective July 1, 2011, all payroll information shall be provided electronically. Payroll information will be available on-line for employee viewing. A hard copy distributed on regularly scheduled pay dates upon individual request, in writing, to the business office.

ARTICLE 18 - OVERTIME

- A. Subject to the terms of this Master Agreement, overtime pay at the rate of one and one-half times the employee's basic rate will be paid for the following:
 - 1. In excess of forty (40) hours worked in any one week period running from 12:01 a.m. on Sunday through Midnight Saturday.
 - 2. All hours worked on Sundays and holidays for school related activities.
- B. Overtime pay at the rate of two times the employee's basic rate will be paid for the following:
 - 1. All hours worked on Sundays and holidays for non-school activities.
- C. Overtime pay for hours worked on holidays shall be in addition to holiday pay.

ARTICLE 19 - SCHOOL CANCELLATIONS

- A. For the first three (3) unscheduled (full day) cancellations of school for a school year: personnel designated as essential (building and district secretaries, custodians) will be required to report to work for a minimum of ½ day. All employees will receive pay for their regularly scheduled hours for these days. Personnel designated as essential reporting to work will be credited vacation or personal time for the hours actually worked. Unscheduled cancellations beyond three (3) days and unscheduled delays will follow the language outlined below in Article 19.
- B. When there is an unscheduled cancellation of school, Group A, C, D, will report to work and be paid for the actual hours worked. The actual hours worked should be the regularly scheduled hours.
- C. When there is an unscheduled cancellation of school, Group E, F, H, and I employees need not report to work and will not receive compensation for the day.
- D. If there is a cancellation of school after the work day has started, Group E employees shall remain at their work stations until all students are safely off the premises, and shall be paid for actual hours worked, but not less than two (2) hours.
- E. If there is a cancellation of school after the work day has started, Group F employees shall remain at their work stations until the kitchen can be in the readiness stage for the following day, and shall be paid for actual hours worked, but not less than two (2) hours.
- F. If there is a cancellation of school after the work day has started, Group I employees shall remain in the child care center as deemed necessary by the Director and shall be paid for actual hours worked, but not less than two (2) hours.
- G. If there is an unscheduled delay of school, Groups A, C, D, F, and I employees shall report to their work stations and be paid for actual hours worked.
- H. If there is an unscheduled delay of school, Groups E and H shall report to their work stations at the time deemed necessary by their immediate supervisor and shall be paid for actual hours worked.

ARTICLE 20 - PAY FOR PAID TIME OFF

- A. Pay for all paid time off including holidays, sick leave, funeral leave, vacation, and personal leave shall be based upon straight time for regularly scheduled shift.

ARTICLE 21 - HOLIDAYS

- A. Group A, C, employees shall receive paid time off for the following holidays:
 - 1. New Year's Day
 - 2. Good Friday
 - 3. Monday after Easter
 - 4. Memorial Day

5. Fourth of July
6. Day Before Labor Day
7. Labor Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Day before Christmas
11. Christmas Day
12. Day before New Year's Day

B. Group D, E, F, H, and I employees shall receive paid time off for the following holidays:

1. Thanksgiving Day
2. Day after Thanksgiving Day
3. Christmas Day
4. Good Friday
5. Easter Monday
6. Memorial Day
7. New Years Day

C. When one of the above holidays falls on a Saturday or Sunday, employees shall be given paid time off for the preceding Friday or the succeeding Monday as determined by the Board.

ARTICLE 22 – SICK LEAVE

A. Eight (8) hours per month of sick leave will be granted each full-time Group A, C, and D employees during his/her first year of employment. Each year thereafter he/she will be granted sick leave at the beginning of each fiscal year as follows:

1. Full-time Group A, C, employees shall be granted one hundred twenty (120) hours. Part-time Group A, C, employees will be granted prorated sick leave based on scheduled work time.
2. Group D employees shall be granted eighty (80) hours.

B. One (1) regularly scheduled work day per month of sick leave will be granted each Group E, F, H, and I employees during his/her first year of employment. Each year thereafter he/she will be granted ten (10) regularly scheduled work days of sick leave.

C. Sick leave may be accumulated without limitation.

D. Sick leave may be used for the illness of the employee or the illness or death of the employee's spouse, child/stepchild or parent of the employee or the employee's spouse. The intent of sick leave is strictly for illness or medical reasons. In addition, the employee may utilize up to five days annually of unused sick leave for the illness or death of any other person, to include necessary travel time and attendance at funerals but in no event may more time be taken than is actually necessary to accommodate travel needs.

E. An absence outside the above framework will result in loss of pay.

- F. An employee absent from work because of mumps, scarlet fever, measles or chicken pox contracted during the year shall have no diminution of compensation and shall not be charged with sick leave during the days they are quarantined. Quarantine days, barring complications, are as follows: German measles, four (4) days after rash appears; red measles, seven (7) days after rash appears; chicken pox, six (6) days after rash appears; scarlet fever, seven (7) days after rash appears; mumps, nine (9) days after detection.
- G. A sick leave bank shall be established by the District with the following provisions:
1. A total of fifty (50) non-accumulative days shall comprise the sick leave bank. The days in the bank shall never exceed fifty (50). The bank will be at the fifty (50) day level only when none have been borrowed or all borrowed days have been paid back.
 2. An employee may borrow from the bank provided he/she has a specific need, due to extended illness, for more days than said employee has accumulated. A bargaining unit member must have at least four (4) years of service in the District to qualify. Under extreme circumstances, an employee with less than four years of service may make application to the Association for a maximum of ten (10) days from the sick leave bank.
 3. All sick leave bank days that are borrowed by the affected employee shall be paid back to the District at the rate of five (5) days per contract year from their normal accumulation.
 4. The employee who desires to use the sick leave bank must make formal application through the Association.
 5. If the employee terminates employment with the District, all sick leave bank days borrowed must be paid at the current hourly sub rate per day borrowed.
 6. It is the responsibility of the local Association to reimburse the District in the event that the Board cannot collect the reimbursement from the affected employee.
 7. If an employee is indebted to the school district for unearned sick leave at the time of termination of his/her employment, the District shall have the right to deduct the value of same from the final payment due to said employee.

ARTICLE 23 - COMMUNICABLE DISEASES/DRUG AND ALCOHOL ABUSE

To the extent not prohibited by law, the following paragraphs shall apply.

- A. Communicable diseases shall be defined by the Michigan Department of Public Health. It is recognized that students with acute infectious communicable diseases will be excluded from school pursuant to rules promulgated by the Department of Public Health. It is further recognized that students with chronic or ongoing communicable diseases whose transmittal can be avoided by reasonable hygienic procedures and environmental management may, given individual circumstances of the case, not be excluded from school. In the event the Board of Education authorizes the development or subsequent revision of Board policies dealing with communicable diseases, the employer will provide the Association, prior to adoption or implementation, notice and opportunity to bargain on said policies as they impact on the working conditions and health and safety of bargaining unit members.

- B. In the event that a child with an ongoing or chronic communicable disease is allowed, by policy or by law, to attend school, those bargaining unit members having a need to know the medical condition of the student as determined by the district shall be notified in advance of the child's placement and/or return to school. The Board shall provide in-service instruction in hygienic practices and management to members coming into contact with students having such communicable diseases.
- C. In the event a bargaining unit member in contact with a student having either an acute or ongoing communicable disease, contracts the disease and the illness is determined to have occurred in the course of the bargaining unit member's employment, any resulting absences shall not be charged against the member's employment, and any resulting absences shall not be charged against the member's sick days.
- D. The Board agrees to indemnify bargaining unit members against any damages, fines, legal fees or other costs that may result as a consequence of following Board policy and Board in-service instruction regarding management of students with communicable diseases.
- E. The Board agrees that any bargaining unit member with an alcohol or drug abuse problem who requests diagnosis or treatment shall not jeopardize his/her job rights or job security and that such problems shall be handled in a confidential manner. The employee must participate in an approved program. This provision shall not be utilized more than twice per member. The employee shall remain responsible for conduct or job performance difficulties which arise out of drug or alcohol abuse. It is the purpose of this Article to encourage employees to voluntarily seek assistance and to assure that they not be punished simply for seeking assistance. An employee merely seeking help shall not deprive the District from disciplining that employee for performance deficiencies or misconduct.

ARTICLE 24 - FUNERAL LEAVE

- A. In the event of the death in the immediate family, living at home, or for a death in the immediate family defined as follows: mother, father, brother, sister, spouse, son or daughter, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law and grandparent-in-law, an employee shall be granted up to three (3) days and may be granted an additional two (2) days for a total of five (5) days of paid leave for bereavement. Use of these days will not be deducted from the employee's accumulation of either sick leave or personal business days. Arrangements must be made with immediate supervisor.
- B. One funeral leave day, to be deducted from sick leave, shall be granted to an Association employee when he/she serves as a pallbearer.
- C. Any employee selected to be a pallbearer for a deceased employee within the bargaining unit, will be allowed one (1) funeral leave day with pay not to be deducted from sick leave.
- D. The local Association president or his representative shall be allowed one (1) funeral leave day in the event of a death of a member of the Association.

ARTICLE 25 - VACATIONS

A. The anniversary date for the purpose of computing vacation time will be the first of July of each calendar year. New full-time Group A and C employees during the first year of hire will have vacation time pro-rated one (1) week from the date of hire to June 30 of the following year (all employees hired after 7/1/96) which may be taken after it is earned.

B. At each anniversary date (July 1), full-time Group A, C, employees shall be credited with fully paid vacation as follows:

First Year (1) year	one (1) full calendar week
After two (2) years	two (2) full calendar weeks
After five (5) years	three (3) full calendar weeks
After ten (10) years	four (4) full calendar weeks

C. All employees who qualify for vacation and have not yet reached the maximum number granted will move up one year on their respective scale at the beginning of the school year. Employees who are currently at the top of their respective scale will be paid up to 5 vacation days upon retirement or may use a portion or all 5 days prior to retirement. This language makes employees whole for the credited vacation time accrued during the first year of employment. This language applies to Brian Grailer, Gary Chapman, Tim Cousineau, Lori Cagle and Terrie Rugg. Employees hired after July 1, 2010 will be granted 1 week of vacation for the 1st year of employment after completing their probationary period. Groups A, C employees will move up one year on the vacation grid at each July 1 Anniversary date. Employees hired after July will have their vacation prorated for the first year based on the number of days scheduled to work for the remainder of that fiscal year.

All group A employees that currently are granted 5 or 6 weeks of vacation as per Article 25-B, will be reduced as follows:

- Employees currently with 6 weeks – for 2011-2012 will be granted 5 weeks. Starting in 2012-2013 will be granted 4 weeks.
- Employees currently with 5 weeks – starting in 2011-2012 will be granted 4 weeks

All group A employees that currently are granted 4 or less weeks of vacation as per Article 25-B, will be capped at a maximum of 4 weeks granted vacation beginning July 1, 2010. All group C employees will be capped at a maximum of 4 weeks granted vacation beginning July 1, 2010.

D. A calendar week is equal to forty (40) hours of straight-time pay. Vacation pay shall be based on actual hours taken.

E. Vacations may be taken at any time but in no case may vacation time be allowed to accrue beyond two (2) months after vacation time is earned with the exception of extending accrued vacation to December 31st for vacation taken on week days that school is not in session or unless other arrangements have been made with the employee's immediate supervisor.

F. Vacation schedules are to be worked out by the employee and his/her supervisor.

G. In the event of death of an employee, vacation time and pay shall be prorated and payment made to next of kin.

ARTICLE 26 - PERSONAL LEAVE

- A. Three (3) regularly scheduled work days of absence each year may be used by each Group A, C, D, E, F, H, and I employees for attention to personal business affairs which must be attended to by the employee during the normal working period. These days shall not be subtracted from the employee's sick leave.
- B. Personal leave may be accumulated up to five (5) regularly scheduled work days and if not used, the employee shall be paid for one-half.
- C. The employee, when desiring time off, must notify his/her supervisor at least twenty-four (24) hours in advance so that a replacement may be found, except in cases of emergency.
- D. Personal leave shall not be used in a lump sum unless prior approval is granted.

ARTICLE 27 - JURY DUTY

- A. When absent for jury duty, the employee shall receive the difference in any loss of salary that may occur.

ARTICLE 28 – WORKERS’ COMPENSATION

- A. Any full time employee who is absent because of injury which is compensable by Michigan Workers’ Compensation shall receive seventy-five (75%) of the difference between Workers’ Compensation and regular salary for the duration of the disability but not to exceed one calendar year with no loss of sick leave.

ARTICLE 29 - UNEMPLOYMENT COMPENSATION

- A. Any BTESPA member who collects unemployment compensation during the summer months (“summer denial period”) and who is recalled before the start of his/her normal work year so that he/she suffers no actual loss of district compensation shall be obligated to reimburse the District the amount of unemployment compensation, upon written request of the District. In this case, the BTESPA member shall be offered the choice of repayment by either payroll deduction of the appropriate amount in equal payments over the entire year or direct payment in a lump sum to the District by September 30.
If an employee is recalled to a lesser job in pay or hours, the reimbursement shall be prorated. Reimbursement shall terminate if the employee is subsequently laid off before repayment has been completed.

ARTICLE 30 - EARLY RETIREMENT INCENTIVE PLAN

- A. There is hereby established an Early Retirement Incentive Plan for full-time Group A, C, employees, and full-time Group D, E, F, H, and I employees. This plan shall be activated by the Board for a qualifying employee only when activation will save enough money to cover all costs to the District. Full-time for purposes of Article 32 means a regular schedule of at least six (6) hours per day.
- B. To qualify for this plan, an employee must have completed ten (10) years of service with the District.
- C. To participate in this plan, an eligible employee must make application to the Board at least ninety (90) days prior to the effective date of his/her retirement.

- D. There shall be no minimum age for participation in this plan.
- E. This retirement incentive is available upon a person retiring at the end of the first school year in which:
1. He/she has reached the age of 55 and has acquired thirty (30) years for retirement in the Michigan Public School Employees Retirement System;
 2. He/she is over the age of 55 but less than 60 and has acquired thirty (30) years for retirement in the Michigan Public School Employees Retirement System.
 3. He/she has reached the age of 60 and has acquired at least ten (10) years with the Board of Education of the Breitung Township Schools.
 4. Employees who qualify to retire through the State of Michigan Member Investment Plan and who qualify for purchase of Michigan Public School Employees Retirement System (MPERS) credit are eligible to participate and receive early retirement incentive. It is further understood that the forfeiture of the retirement incentive shall not apply to staff members who choose to retire before the age of 55 under the MIP program and before 30 years under the MPERS buy-in program.
 5. Should the employee not take this retirement incentive the year they are eligible, that employee will forfeit the payment for that year.
- F. The retiree shall forfeit any and all rights and all accumulated seniority and shall sign a waiver of all other claims in a form satisfactory to the Board.
- G. The amount of the incentive payments under this plan, when activated for full time Group A, C, D employees, shall be \$4,500 each year and for Group E, F, H, and I employees \$2,250 per year. With respect to all such employees, the retirement incentive shall be paid for a period of five years, subject to Article 30(E)(5) above. Proof of years of service from the ORS is required by the employee when calculating ERI. This incentive will not be an option for individuals hired after June 30, 2010.
- H. In the event of the retiree's death, the remaining benefits will be paid, according to the above schedule, to the retiree's surviving designated beneficiary as listed on the MPSEER form.
- I. Upon retirement from the district, an employee with at least ten (10) years of service to the District shall be paid for each unused sick day at the rate of \$2.50/hour for the first eight hundred (800) hours and \$3.00/hour for hours over 800 hours of accumulated sick leave for employees working six (6) regularly scheduled hours/day in the year in which they retire. The employee working six (6) or less regularly scheduled hours/day in the year in which they retire shall be paid for unused sick time at the rate of \$2.50/hour for the first 600 hours and \$3.00/hour for hours over 600 hours.
- J. Breitung Township Schools has adopted the Valic Special Pay Plan. One time payments into the plan for unused sick leave (30I) shall be paid no later than July 31 following the date of retirement provided that amount is a minimum of \$250.00. Amounts less than \$250.00 will be paid as a payroll check. Annual lump sum payments into the plan for early retirement incentives (30G) and any voluntary retirement incentive plans shall be paid no later than September 30 of each year following the date of retirement. Participants who will be 55 or older in the calendar year of retirement can withdraw funds from their accounts without IRS penalty.

Eligible participants under the age of 55 in the calendar year of retirement may elect to withdraw their severance payments from the Valic Special Pay Plan but will be subject to a ten (10%) percent early withdrawal penalty by the IRS. Accordingly, the District will "make whole" any such participant who elects to make a withdrawal from the Valic Plan within 45 days after the severance payment is made to the Valic Plan. This will normally require reimbursement of an amount equal to 2.35% of the early withdrawal (10% penalty less 7.65% savings on social security taxes). The District will make whole only one withdrawal during the 45 day period. If more than one withdrawal is made, the first withdrawal will be the make whole withdrawal.

ARTICLE 31 - LEAVES OF ABSENCE

- A. Leaves of absence for reasonable periods, not to exceed two (2) years, will be granted without loss of seniority provided that the individual involved is physically and mentally able to handle the position for:
- 1) Serving in any full time public elected position.
 - 2) Illness leave - physical or mental. (After sick leave has run out.)
 - 3) Prolonged illness in the immediate family. Immediate family shall be defined as spouse or children living in the employee's household.
- B. In the event an individual returns from an authorized leave of absence, seniority shall prevail and all positions affected by the leave of absence shall return to their previous position.
- C. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave during any 12-month period without pay but with group medical insurance coverage, if any, maintained for one or more of the following reasons:
- 1) due to the birth of employee's child in order to care for the child;
 - 2) due to the placement of a child with the employee for adoption or foster care;
 - 3) due to the need to care for the employee's spouse, child, or parent who has a serious health condition;
or
 - 4) due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involved (1) in-patient care in hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

ARTICLE 32 - MILITARY SERVICE

- A. In the time of a state or national emergency, any employee called into service by the Armed Forces of the United States or the National Guard, upon the termination of such service, shall be offered employment in his/her previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered employment in line with his/her seniority as may be available and of which he/she is capable at the current

rate of pay for such work, provided he/she reports for work within sixty (60) days after the date of discharge or sixty days after hospitalization continuing after discharge.

- B. Leaves for active service shall not exceed a period of two (2) years or one (1) tour of duty unless the individual is retained in service because of a national emergency.
- C. A probationary employee who enters the armed forces and meets the foregoing requirements must meet his/her probationary period, and upon completing it, will have seniority equal to the time he/she spent in the armed forces, plus sixty (60) days.

ARTICLE 33 - GROUP INSURANCE

- A. The Board shall provide to qualified employees a group health insurance plan, including group major medical, dental, and vision. At the making of this contract the current carrier offering such a plan is MESSA. The Board shall have the right to provide an equivalent plan with another carrier at any time. The benefits of the current plan are as follows:

PLAN A: For employees electing health insurance

Health: MESSA Choices II (includes \$5,000 AD&D Basic Term Life)
Prescriptions: MESSA Saver RX Prescription Plan
Deductible: MESSA Choices II with In-Network Deductible: \$500/\$1000
Out-of-Network Deductible: \$1000/\$2000
Office Visits/Urgent Care/ER Copay: \$20/\$25/\$50
RX: SaverRX (including \$5,000 Basic Term Life)
(The above began on August 1, 2011)

Office Visits: Office Visits/Urgent Care/ER Copay: \$20/\$25/\$50

Negotiated Life: \$1,000 with AD&D
Vision: VSP-3 PLUS
Delta Dental: 100:80/80/80: \$1,500
\$1,000 Maximum for Class I & II

PLAN B: For employees not electing health insurance

Negotiated Life: \$6,000 with AD&D
Vision: VSP-3 PLUS
Delta Dental: 100:80/80/80: \$1,500
\$1,000 Maximum for Class I & II

- B. The Board may substitute a plan providing substantially similar health, dental, vision and term life insurance benefits at any time.

- C. The Board will contribute a monthly premium not to exceed \$608 per month for single, \$1,230 a month for 2-person and \$1,367 for full family for the cost of MESSA PAK Plan A & B. Employee's share of the premium will be paid through payroll deductions. For those employees selecting MESSA PAK Plan B, the premium will continue to be shared at 82.5% Board paid and 12.5% employee paid. (To begin with the 2011-2012 school year). Health insurance premiums are to be based on a tiered rate as provided by the insurance carrier.

Ten-month employees pay full premium for the month of July.

In addition to this, the employees with PAK A insurance will receive a \$500 off-schedule payment that will be spread throughout the year to apply to the employee paid \$500/\$1,000 insurance deductible starting in January of 2012. This payment is for the 2011-2012 school year only.

- D. For all purposes of this agreement the District shall make no contribution for health, dental or vision insurance for any employee regularly assigned to work less than 7.25 hours in that employee's regularly assigned classification. For those employees regularly assigned to work 7.25 but less than 7.50 hours in their regularly assigned classification, the District contribution shall be based upon the single premium for health insurance coverage and the family premium for dental and vision. For those employees regularly assigned to work 7.5 or more hours in their regularly assigned classification the District contribution shall be based upon family status, health, dental and vision insurance premiums. All District contributions are subject to the limitations and sharing provisions set forth in the article. All employees entitled to contribution for health, dental or vision from the District shall be entitled to a One Thousand and 00/100 (\$1,000.00) Dollar term life insurance policy in addition to the above.
- E. The Board's obligation to pay insurance premiums on behalf of covered employees shall cease at the end of the month in which the employee is separated from service.
- F. The Board acknowledges that employees have certain rights under the Law ("Cobra") to continue participation in group insurance plans at the employee's expense.
- G. The Board, by payment of the insurance premiums, shall be relieved from all liability with respect to the benefits provided by the coverage. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the Association, nor shall such failure be considered a breach by either of them of any obligation under the terms of this agreement.
- H. Upon proper application, employees not electing health insurance coverage (Pak A) shall receive a \$2000 cash payment in lieu of insurance, but will still be in Pak B for Dental, Vision, and Life Insurance coverage.

ARTICLE 34 - PHYSICAL

- A. The Board of Education shall pay for any required physicals or required medical testing, providing that the physician is approved in advance by the Business Manager or Superintendent.

ARTICLE 35 - TRAVEL EXPENSES

- A. The Board shall reimburse employees for meals and other approved expenses when they are on work assignment outside the district according to the established expense reimbursement policy for all school employees.

ARTICLE 36 - UNIFORMS

- A. The Board shall provide for all Group A employees up to five (5) shirts annually. Employees are expected to launder, press, etc. said shirts to maintain an appropriate appearance during the work day. Employees are expected to wear said shirts only when working in the employ of Breitung Township Schools.
- B. Upon submission of proper documentation (receipt, invoice, etc.), the Board shall reimburse each Group A employee ten dollars (\$10.00) toward the cost of safety shoes. Each Group A employee may be reimbursed for two (2) pair of safety shoes per year.

ARTICLE 37 - GRIEVANCE PROCEDURE

- A. A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as herein provided.
- B. The grievant may invoke the formal grievance procedure on the form set forth in schedule "B" signed by the grievant and/or the representative of the Association. The grievance form shall specify the section of this Agreement allegedly violated.
- C. The grievance form shall be filed with the employee's supervisor within five (5) days after the grievant becomes aware of the alleged grievance. If not filed within this five (5) day period, the grievance shall be deemed to be waived.
- D. Within five (5) days of the receipt of the grievance, the Supervisor shall meet with the employee and/or the Association in an effort to resolve the grievance. The Supervisor shall indicate his/her disposition of the grievance in writing within five (5) days of each meeting.
- E. If the employee and/or the Association are not satisfied with the disposition of the grievance, or if no disposition has been made after the above period, the grievance shall be transmitted to the superintendent of schools within ten (10) days of the meeting with his supervisor. Within five (5) days the superintendent or his/her designee shall meet with the employees and/or Association and shall indicate his/her disposition of the grievance in writing within five (5) days of such a meeting.
- F. If the employee or the Association is not satisfied with the disposition of the grievance by the superintendent or his/her designee or if no disposition has been made within five (5) days of such meeting, the grievance shall be transmitted to the board of education by filing a written copy thereof with the secretary of the board not later than ten (10) days after a meeting with the superintendent of schools. The board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session or give such other consideration as it shall deem appropriate. Disposition of the grievances in writing by the board shall be made no later than five (5) days thereafter.
- G. If the grievance is not satisfactorily disposed of in the final step of the grievance procedure, appeal to arbitration may be taken. Such appeal must be taken within fifteen (15) days of receipt of the answer at the final step of the grievance procedure, shall be in writing, and shall specify the grievance and the disposition from which the appeal is taken.
- H. The employee or the Association may withdraw the alleged grievance at any time in the grievance process. Such withdrawal must be stated in writing to the superintendent of schools.

- I. For all purposes of this provision the term "days" shall mean days on which school is in session, except that in cases where grievances occur or the time for acting upon a grievance runs after the end of the school year, then the term "days" shall be days on which the District office is open for regular business.

ARTICLE 38 - ARBITRATION

- A. The parties agree to utilize the services of the American Arbitration Association.
- B. The arbitrator shall have no power to rule on the termination of services of or failure to re-employ any probationary employee, the content of evaluations, nor any matter being processed in another forum.

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement.
- C. The fees and expenses of the arbitrator shall be paid by the party losing the arbitration. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other party.
- D. All arbitration hearings shall be held in the school district.
- E. If the Michigan Attorney General or a court of competent jurisdiction shall hold the provisions of this section to be illegal, then either party may refer a grievance to the Michigan Labor Relations Board for mediation or fact finding.

ARTICLE 39 - NEGOTIATION PROCEDURES

- A. The parties hereto shall meet at least two (2) months prior to the expiration date of this contract to discuss necessary revisions or amendments to this Agreement.

ARTICLE 40 - CONTRACT EXPIRATION

- A. If at the expiration date of this contract the parties have not reached final agreement on said revisions or amendments, this contract shall continue in full force and effect on a month to month basis. Thereafter, either party may terminate this contract upon one (1) month notice.

ARTICLE 41 - CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continued and uninterrupted operation during the life of this contract. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruption during the period of this Agreement and they shall not directly or indirectly engage in or assist in any strike in the Breitung Township School District as defined by the Public Employment Relations Act.

SCHEDULE A - WAGE SECHEDULE 2011-12

		Class-Custodial/Maintenance			Class-Food Service	
Years of Service	Maintenance	Maintenance Custodian	Custodial	Cook Baker	Kitchen Helper	
	0-1	12.82	12.23	11.51	10.54	8.53
2-3	13.87	13.38	12.67	11.01	8.89	
4-5	15.01	14.66	13.94	11.52	9.27	
6-7	16.23	16.07	15.40	12.01	9.63	
8-9	17.54	17.22	16.95	12.72	10.03	
10	19.70	19.31	18.90	13.24	10.45	
15	20.46	20.20	19.68	13.61	10.75	
20	21.47	21.16	20.47	14.02	11.06	
25	22.57	21.96	21.28	14.45	11.64	

		Class-Secretarial/Clerical			Class-Other	
Years of Service	Payroll Accountant	Executive Secretary	Secretary	Child Care Provider	Educational Assist. Office Aide Resp. Room Supv.	
	0-1	13.74	12.84	9.60	8.53	8.53
2-3	14.58	13.65	10.17	8.89	8.89	
4-5	15.45	14.50	10.81	9.27	9.27	
6-7	16.38	15.34	11.47	9.79	9.79	
8-9	17.54	16.27	12.16	10.70	10.70	
10	19.70	17.24	12.90	11.26	11.26	
15	20.46	18.12	13.55	11.91	11.91	
20	21.47	19.02	14.23	12.64	12.64	
25	22.57	19.99	14.94	13.12	13.12	

EMPLOYEES HIRED JULY 1, 2005 AND AFTER

BREITUNG TOWNSHIP EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

SCHEDULE A - WAGE SCHEDULE 2011-2012

	Class-Custodial/Maintenance						Class-Food Service			
Years of Service	Maint		Maint/ Custodian		Custodial		Cook/ Baker		Kitchen Helper	
0-2	Fact	12.15	Fact	11.64	Fact	10.63	Fact	8.61	Fact	7.59
3-5	1.1	13.37	1.1	12.80	1.1	11.69	1.08	9.30	1.06	8.05
6-8	1.2	14.58	1.2	13.97	1.2	12.76	1.16	9.99	1.12	8.50
9-10	1.3	15.80	1.3	15.13	1.3	13.82	1.24	10.68	1.18	8.96
17	1.4	17.01	1.4	16.30	1.4	14.88	1.32	11.37	1.24	9.41
25	1.5	18.23	1.5	17.46	1.5	15.95	1.40	12.05	1.30	9.87
	Class-Secretarial/Clerical						Class-Other			
Years of Service	Payroll Acct		Executive Secretary		Secretary		Child Care Provider		Educational Asst Office Aide Resp. Room Supv	
0-2	Fact	12.66	Fact	12.15	Fact	8.61	Fact	7.59	Fact	7.59
3-5	1.1	13.93	1.1	13.37	1.1	9.47	1.08	8.20	1.08	8.20
6-8	1.2	15.19	1.2	14.58	1.2	10.33	1.16	8.80	1.16	8.80
9-10	1.3	16.46	1.3	15.80	1.3	11.19	1.24	9.41	1.24	9.41
17	1.4	17.72	1.4	17.01	1.4	12.05	1.32	10.02	1.32	10.02
25	1.5	18.99	1.5	18.23	1.5	12.92	1.40	10.63	1.40	10.63

**SCHEDULE B
GRIEVANCE FORM
BTESPA GRIEVANCE REPORT (Page 1 of 2)**

Grievance # _____ Breitung Township School District

Distribution of Form:

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Member

Submit to Principal/Supervisor in Duplicate

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
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STEP I

A. Date Cause of Grievance Occurred _____

B. I. Statement of Grievance (Include section of contract alleged violated) _____

2. Relief Sought

Signature Date

Association Representative Date

C. Disposition by Principal/Supervisor

Signature of Principal/Supervisor Date

D. Position of Grievant and/or Association

Signature Date

BTESPA GRIEVANCE REPORT (Page 2 of 2)
STEP II

A. Date received by Superintendent or Designee _____

B. Disposition by Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP III

A. Date received by Board of Education or Designee _____

B. Disposition by Board _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

Signature of Arbitrator

Date

(If additional space is needed, please attach additional sheets)

BREITUNG TOWNSHIP SCHOOL DISTRICT
EVALUATION OF B.T.E.S.P.A. EMPLOYEES

Employee's Name _____ Position _____

Date _____ Years Experience in Present Position _____

- Key:
- EX - Exceptional: Performance is excellent; best possible for the position.
 - VG - Very Good: Performance is beyond ordinary requirements of the position.
 - S - Satisfactory: Employee's performance meets basic standard for position at this time.
 - NI - Needs Improvement: Below basic standards for position; must improve to be satisfactory.
 - UN - Unsatisfactory: Performance deficient enough to justify release from position unless improvement is made.

<u>ITEM</u>	<u>KEY</u>	<u>COMMENTS</u>
B. Quantity of Work	_____	_____
C. Quality of Work	_____	_____
D. Dependability	_____	_____
E. Job Attitude	_____	_____
F. Adaptability	_____	_____
G. Job Knowledge	_____	_____
H. Judgment/Decision Making	_____	_____
I. Initiative	_____	_____
J. Organizing Ability	_____	_____
K. Personal Relations	_____	_____
L. Personal Appearance	_____	_____
M. Other Comments	_____	_____
N. Overall Evaluation	_____	_____

Attendance Record: ___ Regular ___ Irregular ___ Excessive Absenteeism

This area may be used by the employee to comment on the evaluation by the employer.

EMPLOYEE (Signature acknowledges review of evaluation)

DATE

SUPERVISOR

DATE

BASIC AGREEMENT BETWEEN
BOARD OF EDUCATION
BREITUNG TOWNSHIP SCHOOL DISTRICT

AND

BREITUNG TOWNSHIP EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION, MEA/NEA

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