

MASTER AGREEMENT

BRANDON BOARD OF EDUCATION

AND

**BRANDON EDUCATION
SUPPORT PERSONNEL ASSOCIATION, MEA-NEA
(BESPA)**

JULY 1, 2009 THROUGH JUNE 30, 2012

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ARTICLE I

RECOGNITION

Pursuant to and in accordance with all applicable provisions of Public Employment Relations Act of the Public Acts of 1965, as amended, the Brandon Board of Education, hereinafter referred to as the Board, does hereby recognize the Brandon Education Support Personnel Association, MEA-NEA, hereinafter referred to as the Union, as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, hours and other terms and conditions of employment for the term of this Agreement of those employees of the Board in the bargaining unit herein described. The bargaining unit includes all full-time and regular part-time building and departmental Administrative Secretaries, Secretaries, Technology/Media Resources, and Clerks as described in Appendix A-1 Classification Chart.

ARTICLE II

BOARD RIGHTS

- 2.1 The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred and vested in it by the laws and Constitution of the State of Michigan, and of the United States. Such rights shall include by way of illustration and not by way of limitation, the right:
- A. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees during employee working hours.
 - B. To hire all employees and, subject to the provisions of law and this Agreement, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
 - C. To determine the work schedules, the hours of the working day, and the duties, responsibilities and assignments of all employees represented by the Union subject to the provisions of this Agreement.
- 2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.

ARTICLE III

UNION RIGHTS

3.1 The Board and the Union agree to abide by the rules and regulations of the Public Employment Relations Act (Act 336 of the Public Acts of 1947 as amended).

3.2 Use of Brandon School District's Facilities and Equipment

A. The Union will have the right to use Brandon School District's facilities and equipment at reasonable times when such facilities and equipment are not otherwise in use, upon the Superintendent designee's approval. The Union shall pay for the reasonable cost of all materials and supplies incidental to such use.

B. Posting of Notices

The Union will have the right to post notices of activities and matters of Union business on bulletin board space designated by the building principal or supervisor.

C. Interschool Mail

Employees will have access to the interschool mailing system and email system for reasonable communication purposes.

D. Staff Facilities

The Board will provide adequate parking and lavatory facilities apart from student facilities and a place away from the work area for lunch and coffee breaks.

3.3 Information Request

The Brandon School District agrees to furnish to the Union in response to reasonable requests for financial information concerning the Brandon School District, together with information which may be necessary for the Union to process any grievance or complaint at no undue cost to the District.

3.4 New Employee Orientation

During the first thirty (30) days of employment, the immediate supervisor or designee will meet with the new employee for the purpose of individually reviewing job descriptions and explaining the evaluation procedures. Human Resources will provide the new employee with a copy of the current BESP contract.

ARTICLE III (Continued)

3.5 Non-Discrimination

The parties mutually agree that the provisions of this Agreement and policies, rules and regulations established by the Board, and the wages, hours, terms and conditions of employment shall be applied without discrimination with respect to race, sex, religion, color, national origin, age, marital status, membership in the Union or members holding office in the Union.

3.6 Excellence in Work

All employees accept the responsibility to strive for excellence in work and to take advantage of opportunities for continually improving skills and relationships with co-workers and with the public.

3.7 Union Representatives

Listed duly authorized Union representatives shall be permitted to transact official Union business on school property provided that it does not interfere with or interrupt normal school operations. Representatives not assigned to a building shall notify the principal or the office when entering the building. Such business will not be conducted in the presence of students or the public.

ARTICLE IV

UNION RELEASE TIME

- 4.1 The Board agrees to provide up to forty (40) hours per year of release time without loss of pay or paid leave, if needed, for Union conferences, workshops, or activities sponsored by the MEA or NEA but not related to labor relations or collective bargaining, subject to approval by the Superintendent/designee. The Union president shall notify the designated administrator at least two (2) days in advance of any such conference or convention for which release time is to be used.

- 4.2 Upon written request from the Union, the Board may provide time off without loss of pay or paid leave for the purpose of negotiations, grievance processing, or other business related to the interpretation of this Agreement.

ARTICLE V

UNION SECURITY - DUES DEDUCTION

- 5.1 Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on nor discriminate against any employee regarding such matters.
- 5.2 All employees in the bargaining unit recognized by this contract shall, as a condition of continued employment, pay the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union and limited to an amount of money equal to the Union's usual dues. For present employees such payments shall commence with the first pay, thirty-one (31) days after the effective or execution date hereof, whichever is later and for new employees with the first pay thirty-one (31) days after the date of employment.
- 5.3 Dues and/or service fees shall be deducted through payroll during the 20 pays, beginning with the first pay in September, and such deductions shall be remitted to the designated financial officer of the Union together with a list of employees so deducted within fifteen (15) calendar days of the deduction.
- 5.4 The refund to employees of monies deducted from their wages for dues and/or service fees shall lie solely with the Union. The Union agrees to reimburse any employee for the amount of such deductions made by the Board and paid to the Union which was deducted by error in excess of the proper deduction.
- 5.5 The Board shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions from wages earned by employees.
- 5.6 If any provisions of this Article are invalid under Federal Law or the Laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal and State Law or shall be renegotiated for the purpose of replacement.
- 5.7 During the period of time covered by this Agreement, the Board agrees to deduct from the pay of any employee all dues of the Union and pay such amount to the Union, provided, however, that the Union presents to the Board authorizations, signed by such employee, allowing such deductions and payments to the Union.
- 5.8 Amount of dues will be certified to the Board by the Treasurer of the Union not more than once a year.

ARTICLE V (Continued)

- 5.9 Those sums paid by the employees who elect not to join the Union, the equivalent of monthly dues, will be deducted by the Board and transmitted to the Union in the same manner as the Union dues.
- 5.10 In the event an authorization to deduct is not signed by an employee, the representation fee shall be payroll deducted from the employee pursuant to law. Should this be found contrary to law and an authorization to deduct is not signed, the services of such employee shall be discontinued thirty (30) days after a termination notice is given by the Board and the employee has not made such authorization by that time.
- 5.11 The Union agrees to follow applicable State, Federal, Court and administrative agency decisions regarding Union security. Further, the Union agrees to save the Board harmless from all legal fees, salaries, payments, judgments, liabilities or any expenses incurred in the enforcement of this Article of the Agreement subject to the following:
- A. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 - B. The Union has the right to choose the legal counsel to defend any said suit or action.
 - C. The Union shall have the right to compromise or settle any claim made against the Board under this Article.
- 5.12 The Union shall collect dues to cover local Union expenses, to be deducted through payroll during the 20 pays, beginning with the first pay in September. This amount is to be determined during a General Membership meeting in each year.

ARTICLE VI

PROBATION

- 6.1 Employees hired new to the District, or rehired after having quit, shall serve a probationary period of sixty (60) actual working days in their job assignment. Absences during the probationary period shall extend the probationary period by the number of absences and an employee shall not have completed the probationary period until these additional days have been worked.
- 6.2 Probationary employees shall not be eligible to receive benefits until they have completed their probationary period.
- 6.3 After satisfactory completion of the probationary period, seniority and other appropriate benefits shall be retroactive to the date of hire. Insurance benefits set forth in Article XXI shall be effective on the first day of the month following the completion of the probationary period (Employee must be properly enrolled).

ARTICLE VII

WORK YEAR

7.1 On or before October 1st of each school year, the Board will provide to each employee a report stating the employee's name, current classification, salary step, hourly rate, position, date of hire and length of work year. A copy of each report will be forwarded to the Union President.

7.2 Regular Work Year

The regular work year will reflect their immediate supervisor or administrator's schedule for the work year, and dependent upon the employee's classification.

7.3 Start of Work Year

- A. Each member of the bargaining unit will be informed of the starting date for the next year prior to the end of the employee's current scheduled work year.
- B. In the event an employee is required to begin the new work year early, two (2) weeks' notice will be provided except in cases of an emergency, and the employee will be provided with one of the following options after consultation with the immediate supervisor:
 - 1. An appropriate number of unpaid days off during the work year.
 - 2. Continue to work the longer year with the approval of the Superintendent/designee.

7.4 Extended Work year

- A. In the event it is determined that an employee may be required to work beyond the assigned work year, the affected employee shall be notified in writing of that possibility thirty (30) calendar days prior to the end of the employee's assigned work year.
- B. In the event the employee's work year is extended beyond the assigned work year, the employee will be provided with the following options after consultation with the immediate supervisor:
 - 1. An appropriate number of unpaid days off prior to the beginning of the next work year.

ARTICLE VII (Continued)

2. An appropriate number of unpaid days off during the work year.
 3. Continue to work the longer year with the approval of the Superintendent/designee.
- 7.5 Nothing contained herein shall prevent the rescheduling of workdays as deemed necessary by the Superintendent/designee after consultation with the Union President.

ARTICLE VIII

HOURS OF WORK

8.1 Workweek

The regular work week for employees shall be designated as per Article XIX and Appendix A-1. Any change in the regular work week shall be mutually agreed upon by the employee and immediate supervisor. However, in an emergency the regular workweek may be changed on a temporary basis for up to twenty (20) work days with forty-eight (48) hour notification.

8.2 Workweek (non-traditional)

Non-traditional use of buildings may require non-traditional use of the work force. Should a new position require a non-traditional workweek, it shall be posted according to the provisions of Article X, including the start of the workweek.

8.3 Work day

The regular work day for full-time employees shall be designated as per Appendix A-1, Monday through Friday, exclusive of an unpaid lunch period.

8.4 Duty-Free Periods

- A. Full-time employees shall be entitled to a duty-free, uninterrupted lunch period of not less than one-half (1/2) hour, as scheduled by the building administrator or supervisor.
- B. Full-time employees shall be entitled to a fifteen (15) minute relief time in the mid-morning and in the mid-afternoon, as scheduled by the building administrator or supervisor.
- C. Part-time employees assigned to work four (4) hours or more shall be entitled to a fifteen (15) minute relief time as scheduled by the building administrator or supervisor.
- D. Part-time employees assigned to work six (6) hours or more shall be entitled to a duty-free uninterrupted unpaid lunch period of not less than one-half (1/2) hour as scheduled by the building administrator or supervisor.

ARTICLE VIII (Continued)

8.5 Definition of Full-Time/Part-Time Employees

For the purpose of this Agreement, the following definition of terms will be applicable:

Full-Time Employee - An employee who is regularly scheduled to work thirty-seven and one half (37.5) hours or more per week.

Part-Time Employee - An employee who is scheduled to work less than thirty-seven and one half (37.5) hours per week on a regular basis.

ARTICLE IX
COMPENSATION

9.1 **Basic Compensation Rates**

The compensation rates of employees covered by this Agreement are set forth in Appendix A-1 which is attached to and incorporated in this Agreement. Such salary schedules will remain in effect during the term of this Agreement.

9.2 **Pay Advancement**

An increment shall be an earned increase in compensation applicable on the employee's first working day of a new work year for the duration of this Agreement. This applies to all employees in the bargaining unit whether full or part-time. Compensation is paid on an hourly basis, submitted bi-weekly to payroll. For the 2009-2010 year employees who are currently receiving their salary entitlement in 26 pays may continue to do so. Starting with the 2010-2011 school year, employees will no longer be allowed a salary entitlement spread over 26 pays.

9.3 **Overtime**

- A. Approved overtime worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at one and one-half (1 ½) times an employee's hourly rate. Approved overtime for work on Sundays and holidays shall be compensated at double the employee's hourly rate.
- B. All overtime shall be approved by the immediate supervisor/designee. Overtime may be required of any employee.

9.4 **Compensatory Time**

Compensatory time off may be taken in lieu of payment for overtime at the request of the employee, subject to the approval of the immediate supervisor or designee.

- A. Approved compensatory time accrued will be taken as approved by direct supervisor. Any more than 5 consecutive days must be approved by the Superintendent. Compensatory time must be used within the work year in which the hours are earned.
- B. Compensatory time off will be at the same rate as overtime defined in 9.3 above (e.g. two (2) hours overtime equals three (3) hours compensatory time off).

ARTICLE IX (continued)

- C. The employee and immediate supervisor will be responsible for verification of compensatory time earned and the scheduling of compensatory time off.

9.5 Mileage

When employees are requested to travel away from their regular place of employment, the employee shall be reimbursed for mileage at the rate established by the Board.

9.6 Workers' Compensation

Absence due to injury or illness incurred in the course of employee's employment shall not be charged against the employee's sick leave days provided that the injury or illness qualifies under the Michigan Workers' Compensation Act.

9.7 Employee Education/Staff Development

- A. The Board of Education, as it deems necessary, may provide opportunities for in-service training sessions for all employees.
- B. Employees required to attend classes or training sessions during other than regular working hours will be compensated at their regular non-overtime rate of pay for the required hours of attendance.
- C. The Board of Education encourages employees to become involved in activities that will improve their skills, knowledge and job performance. Requests for approval to attend workshops/conferences and for reimbursement shall be made on forms provided by the Board of Education prior to the activity taking place.

ARTICLE X

VACANCIES, TRANSFERS, TEMPORARY ASSIGNMENTS AND NEW POSITIONS

10.1 Vacancies

A vacancy is defined as an existing position that becomes open due to a resignation, termination or transfer.

- A. Vacancies within the bargaining unit will be posted for a period of seven (7) working days. Notification of vacancies will be sent to the Union President. The posting will contain the position to be filled together with the qualifications required, the salary range, the location of the vacancy, classification and work year schedule.
- B. No vacancy shall be filled except on a temporary basis until such vacancy shall have been posted for at least seven (7) working days.
- C. When a vacancy occurs within the bargaining unit, and the vacant position is not eliminated in a necessary reduction of personnel, the Board will fill the position as quickly as possible.
- D. The Union President shall be notified within five (5) working days when a vacancy has been filled.
- E. Employees are encouraged to apply for any vacancies for which they are qualified. The Board shall review applications and interview selected applicants to determine the candidate who is considered to be the best qualified for that position. All qualified applicants, as deemed in Article XIV, which are currently members of the Union, shall be granted an interview for BESPAs Union postings.
- F. The District and the BESPAs will form a committee in the Fall of 2009 for the purpose of identifying unique and necessary qualifications for each of the secretarial positions in Classification IV. Once identified, a person applying for one of these positions will have to have those required certifications (i.e., Transportation – CDL, Technology – MS Office Certification) or agree to obtain the necessary certification within a time frame set by the immediate supervisor.
- G. Future certifications or testing of BESPAs members may be required according to State and Federal guidelines and laws.

ARTICLE X (continued)

10.2 Transfers and Temporary Assignments

A. Definitions

1. A voluntary transfer is a request from an employee for a change in building location, classification and/or job assignment within the bargaining unit. Also known as a lateral transfer if it is within a classification.
2. An involuntary transfer is a non-disciplinary action taken by the Board which changes an employee's location, classification and/or job assignment within the bargaining unit.
3. A temporary assignment may be initiated by the Board or the employee and may involve a change in location, classification, or job assignment within the bargaining unit for a period not to exceed ten (10) consecutive working days in the same position at no reduction in pay. Temporary re-assignment of employees by the Board shall not be subject to the grievance procedure.

B. Voluntary Transfer

1. Request for transfer shall be made in writing. Qualifications being equal, within a classification, the employee with the most seniority in the bargaining unit requesting a transfer, shall be appointed to the position. Voluntary Transfers may be requested for open positions only. Union hire date, within a classification, will be used to determine seniority rights within a classification. The Union hire date will be used to determine seniority rights for voluntary transfers to classifications below the current classification. Upon written request, reason for refusal will be provided within ten (10) working days of the request.
2. With regard to Classification IV, a person applying for one of these positions will have to hold any special certifications, if required, or to agree to obtain special certifications identified within a time frame set by the immediate supervisor.
3. The supervisor and/or transferred employee will be allowed ten (10) business days to reverse their decision, whereby the employee may transfer back to his/her original position in the District without penalty of seniority status. This includes voluntary or lateral transfer requests. The supervisor must submit a written rationale that documents a professional reason to refuse the transfer. An employee who is not granted the lateral transfer, or withdraws the transfer, will be allowed to return to their original

ARTICLE X (Continued)

position. The employee may be subject to temporary re-assignment by the Superintendent/designee and may request an additional transfer, subject to the approval of the Superintendent/designee.

4. Employees voluntarily transferred to any higher classification will retain experience credit and be placed on the same step of the new classification, and will receive a classification seniority date to be recorded by the Union for seniority rights within that classification in the event of a position opening.
5. Once an employee is hired into a Classification, it is agreed that the employee is qualified to hold all future positions within that classification if able to demonstrate the necessary skills needed for that specific job. Members of the BESPAs will not have to be tested before transferring to a new position within that Classification, unless job specific skills are required. Adequate time, agreed upon by the supervisor and current employee, is to be allowed for training purposes. Any employee applying for a job opening will be limited to no more than two (2) testing applications per calendar year, if testing is required.

The District may ask for an exception to this rule with agreement of the BESPAs leadership. Written reasons would be required before an exception would be granted.

C. Involuntary Transfer

1. Involuntary transfers may be made only for just cause and reasons shall be given in writing to the employee affected.
2. Any involuntarily transferred employee in the bargaining unit shall receive a copy of a job description for their new position before beginning their duties.
3. Any employee involuntarily transferred will retain experience credit and be placed on the same step in their new classification.

D. Temporary Assignment

An employee temporarily assigned to a higher classification will be paid according to the following provisions:

ARTICLE X (Continued)

1. If such temporary assignment is for two (2) hours or less on any given day, pay will be at the employee's regular rate.
2. If such temporary assignment is for more than two (2) hours on any given day, the employee will be paid at their step of the higher classification for all hours so worked on that day.

10.3 Job Description, Testing, New Positions and Reclassification

- A. Upon request of the employer, Union, or an individual employee, the Superintendent/designee will meet and confer with the Union President/designee and/or employee prior to implementation regarding the following:
 1. Development of new position job descriptions.
 2. Changes in current job descriptions.
 3. Reclassification of current positions.
 4. Development of any tests of bargaining unit member's abilities or qualifications for a position.
- B. If an employee and/or the Union request a meeting to consider reclassification of a current position, a complete written statement of rationale will be submitted with the request for a meeting and will include the following:
 1. Current job description.
 2. Changes in duties and responsibilities that have occurred within the last twelve (12) months.
 3. A summary of the employee's experience, knowledge, skills, specialized or technical training, and complexity and volume of assigned work.
- C. Results of meetings, reviews, and test results will be provided in writing to the Union and affected employees.
- D. If a disagreement arises, the parties agree to make a good faith attempt to resolve any differences before final action is taken to implement.

ARTICLE X (Continued)

- E. The Board's decision will be final regarding new positions, job descriptions for new positions, changes in current job descriptions, reclassification, and the development of any tests of bargaining unit members' abilities or qualifications for a position.

ARTICLE XI

EMPLOYEE EVALUATION

11.1 Written Evaluation by Immediate Administrative Supervisor

The parties agree that the timely and objective evaluation of the work performance of employees is a valuable and necessary activity for both the employer and employee. Its primary purpose is to aid the employee in maintaining and improving job performance.

11.2 Schedule of Evaluations

- A. Each employee shall be evaluated in writing at least every two years. The evaluation shall take place not later than June 1st of each year.
- B. Failure to evaluate an employee within the above-prescribed period shall deem that the employee's service has been satisfactory.
- C. Within five (5) school days of an evaluation, a conference shall be held with the employee to review the evaluation and a copy of the evaluation shall be provided.
- D. Each employee shall sign the evaluation which only indicates that the employee has received it. If the employee disagrees with the evaluation, the employee may submit the objections in writing which will be attached to the evaluation and placed in the employee's personnel file. Objections to or disagreement with an evaluation shall not be subject to the grievance procedure.

11.3 Personnel Record

Employees will have access to their official personnel files in accordance with Public Act 397 of 1978.

ARTICLE XII

DISCIPLINE, DISCHARGE, DEMOTION AND SUSPENSION

12.1 Just Cause

- A. Discharge, demotion, suspension or any other disciplinary action applied to a non-probationary member of the bargaining unit shall be made only for just cause, and the member shall be accorded due process which includes access to the grievance procedure.
- B. A policy of progressive discipline will be followed which primarily includes an oral written reprimand, written warning, reprimand, suspension, and discharge, with discharge as a final and last resort. However, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated said action and, therefore, might begin at an intermediate level or higher.
- C. Absenteeism and Tardiness

At a time when the Superintendent/designee feels an employee is guilty of absence or tardy abuse, said employee shall be called in and given an oral written reprimand. If the abuse continues, said employee will be called in a second time and given a written reprimand, and if such abuse continues, said employee will be called in a third time at which time said employee shall be subject to disciplinary action up to and including dismissal from employment.

12.2 Disciplinary Interviews

- A. Employees may be subject to disciplinary action, including dismissal, for infractions or failure to perform the duties and responsibilities as requested and required by the Superintendent/designee.
- B. Disciplinary interviews and reprimands will be conducted in private. An affected employee will, however, have the right to request the presence of a Union representative at any interview in which a reprimand may be reduced to writing.

12.3 Notification

When employees are disciplined, the employees shall be notified in writing, stating the reason for such action within ten (10) work days of the incident.

ARTICLE XII (Continued)

12.4 Probationary Employee

The discharge of a probationary employee shall not be subject to the grievance procedure. In cases of discharge, the Superintendent/designee agrees to hold a hearing promptly upon written request of the employee involved.

ARTICLE XIII

LEAVES

13.1 Sick Leave

- A. Each employee covered by this Agreement will be credited with sick leave days at the beginning of the employee's work year schedule as follows:

| | |
|-----------------------------|---------------------------|
| Twelve (12) Month Employees | Twelve (12) Days per Year |
| Eleven (11) Month Employees | Eleven (11) Days per Year |
| Ten (10) Month Employees | Ten (10) Days per Year |

The unused portion of earned sick leave days will accumulate from year to year with a maximum of one hundred twenty-five (125) days accumulation calculated as hour equivalents.

Sick time will be calculated by accumulated hour equivalents for all employees.

If an employee should use more sick days than have been earned (at a hypothetical rate of one (1) per month), and subsequently leaves employment with the District, the Board may exercise the option of making appropriate adjustments in pay.

- B. Sick leave shall be granted to an employee when the employee is unable to perform duties due to personal illness, injury, or for medical, dental or optical examinations or treatment.
- C. Sick leave shall also be granted when a member of the immediate family of the employee requires the care and attention of the employee due to illness or injury.
1. Immediate family for this purpose is defined as the following: spouse, son, son-in-law, daughter, daughter-in-law, parents, grandparents, spouse's grandparents, grandchildren, mother-in law and father-in-law, brother or sister or step-persons living in the same household.
 2. Five (5) days of an employee's accumulated sick leave may be used annually to provide for the care or attention of the employee's parents, grandparents, spouse's grandparents, mother-in-law, father-in-law, children, grandchildren, step-parents or step-children living outside of the household.

ARTICLE XIII (continued)

3. In the case of the care or attention for convalescent purposes, a corroborating statement of the need for such care may be required by the Superintendent/designee from the physician of the immediate family member.
- D. An employee calling in sick will specify the reason for the sick leave. Upon return to work, a written medical verification may be requested whenever it has been suspected that this provision has been abused. The Superintendent/designee may request medical verification pertaining to the usage of sick days if an absence exceeds two (2) workdays.
- E. Employees who are unable to perform their duties because of illness or disability shall notify their supervisor of the fact before the start of the workday. If an illness or disability extends beyond the first day, the employee and the employee's supervisor may make arrangements as to the frequency of notification of the continued illness or disability.

13.2 Pay for Unused Sick Leave Days

A. Retirement (For Employees Hired Before July 1, 2009)

Employees retiring in accordance with the provisions of the Michigan Public School Employees Retirement System shall be paid for fifty percent (50%) of their unused sick leave days accumulated at their last per diem rate of pay. In the event of the death of an employee, the amount will be paid to the designated beneficiary.

B. Severance

Upon resignation, employees shall be paid for unused sick leave accumulation earned since July 1, 1987, at the rate of \$15.00 per day.

13.3 Personal Business Leave

- A. An employee shall be allowed to use up to two (2) days per year for personal business leave provided that said employee works at least one (1) day of said working year. Business leave may be taken for the following reasons:
 1. Personal, legal, or financial business that cannot be handled after work or on weekends.
 2. Other important and urgent matters that cannot be handled outside of work hours.
 3. Used when school is not in session, during inclement weather, building closure, etc., as addressed under Article XV Section 2.

ARTICLE XIII (continued)

This leave will be at the discretion of the immediate supervisor.

- B. Employees planning to apply for business leave shall notify their immediate supervisor on forms provided at least twenty-four (24) hours in advance except in cases of emergency. Personal Business Leave may not be taken the day before or the day after a legal holiday or periods of recess unless adequate justification is presented to the immediate supervisor that said personal business cannot be transacted at any other date.
- C. Personal Business Leave days that have not been utilized during the work year will roll over into the employee's sick day bank.

13.4 Bereavement Leave

- A. An employee will be credited with up to three (3) non-accumulative paid bereavement leave days for each death in the immediate family. This leave may be used only in the event of death in the immediate family to attend a funeral and/or related activities. The immediate family shall be defined as spouse, son, son-in-law, daughter, daughter-in-law, mother, father, brother, sister, grandparents, spouse's grandparents, grandchildren, legal guardians, mother-in-law, father-in-law, and step-persons. One (1) leave day per relative may be used for the bereavement of an aunt, uncle, sister-in-law and brother-in-law. An employee excused from work under the above provisions shall, after making written application, receive the amount of wages that should have been earned by working during regular hours on such scheduled days of work for which the person is excused. Leaves of less than a day are expected and a request for a leave must be for one (1) hour or more.
- B. The Superintendent may grant additional leave days for deaths in the immediate family or for other deaths. Such days will be taken as vacation and/or business leave days. In the event there are no remaining paid days available, unpaid leave may be granted.

13.5 Jury Duty and Witness Testimony

An employee called for jury duty or to give witness testimony before a judicial or administrative tribunal shall be compensated for the difference between the employee's pay and the pay received for the performance of such obligation provided that said employee is not a defendant in the proceedings. No employee shall be compensated for appearing as a witness before a judicial or administrative tribunal on behalf of or as a representative of the Union.

ARTICLE XIII (Continued)

13.6 Disability Leave

A. Predictable Disability

1. When a potential disability or hospital confinement is known to the employee, the Superintendent/designee shall be notified as soon as possible of the anticipated days of the necessity to use sick leave. Medical verification will accompany the notification, and medical certification of continued ability to perform duties may be required.
2. To receive sick leave benefits, the employee must perform all duties until physically disabled and unable to perform duties. The employee must return to work as soon as a physician certifies the employee's ability to return. Such certification may be required by the Superintendent/designee for all such leave days taken.

13.7 Unpaid Leave

An unpaid leave of absence for up to one (1) year, renewable at the discretion of the Superintendent/designee, will be granted for specific purpose and duration. Such leave shall include, by way of illustration and not necessarily limitation, family responsibility, child care (including prolonged serious physical, mental or emotional illness of a child under eighteen (18) years of age, immediate postnatal care or adoption of a child), personal illness or injury, military duty, campaigning for or serving in a public office, family emergency, or travel with a spouse on business. Such unpaid leave will be granted under the following conditions:

- A. A request in writing for said leave must be filed with the Superintendent/designee at least 30 days prior to the commencement of the leave except in cases of emergency.
- B. Specific terms and conditions will be established by the Superintendent/designee in writing prior to the beginning of the leave covering fringe benefit continuation at the employee's expense, where possible, seniority, salary step, return date, and position to which to be returned. Upon request of the employee, a Union representative may be present. Such terms and conditions will be binding on the parties.
- C. Upon return from a leave of 180 calendar days or less, the employee shall be returned to his/her former position. If the leave exceeds 180 calendar days, the employee shall be assigned to a position for which he/she is deemed qualified by the Superintendent/designee.

ARTICLE XIII (Continued)

- D. The Superintendent/designee will consider requests for accelerated termination of leaves on an individual case-by-case basis. The Superintendent/designee's decision shall be final.

13.8 Short-Term Leaves

Short-term unpaid leaves of limited duration may be granted upon written request to the Superintendent/designee provided that at least twenty-four (24) hours' notice is provided except in cases of emergency.

An employee who is absent without an approved leave may be subject to disciplinary action, including reprimand, loss of pay, suspension without pay or termination.

13.9 Family and Medical Leave Act (FMLA) Leave

- 1. An employee who meets the qualifications of the Federal Family Leave Act may request a leave of up to twelve (12) weeks. All conditions of the Brandon Board of Education Policy 4430.01 will apply. This leave may be requested for the following reasons:
 - a. The birth or care of a child.
 - b. The adoption or foster care of a child.
 - c. The care of a spouse, son, daughter or parent if such individual has a serious health condition.
 - d. A serious health condition of the staff member which disables him/her from performing the functions of his/her position.

Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice or residential medical facility, or requires continuing treatment by a health-care provider (M.D. or D.O.).

Leave granted pursuant to any section of this Article shall count toward leave to which the employee may be entitled under the FMLA.

ARTICLE XIV

SENIORITY - REDUCTION - RECALL

14.1 Seniority

- A. Seniority shall be defined as the length of service in the bargaining unit from the employee's last date of hire. For purposes of position rights, a Classification seniority date will be recorded by the Union for references in issues of open vacancies, transfers, or new positions within a classification.
1. Employees who have seniority in the bargaining unit and leave the bargaining unit for another position within the District and later return to the bargaining unit will retain any bargaining unit seniority previously acquired. Seniority shall not accrue for years of service outside of the bargaining unit.
 2. Members of the bargaining unit as of the effective date of this Agreement shall retain all seniority previously acquired and credited.
 3. The seniority list on the date of agreement will show the names, job titles, classification and date of hire for all employees.
 4. The Board will keep the seniority list up-to-date and will provide the local President with a copy at least once a year together with ongoing information needed to keep the copy current.
- B. When employees are hired on the same date, with regards to Union seniority and classification seniority, they will participate in a seniority lottery draw, with a local Union officer present, to determine seniority order. Draws will be labeled 1st (First or Highest), 2nd (Second or Next), 3rd (Third and so on), etc. and that will be recorded as the order for seniority. This seniority order will be recorded on the master seniority list being held by the Union and recorded in Human Resource Department records.
- C. An employee shall lose seniority for the following reasons:
1. Resignation or retirement.
 2. Discharge for just cause.

ARTICLE XIV (Continued)

3. When, after a layoff and after proper notification by certified mail, return receipt requested, to addressee only, to the employee's last known address, an employee fails within fourteen (14) calendar days from mailing date of notice to report to work or to give satisfactory reason for a delay.
4. Employees on unpaid leave of absence or layoff shall not accrue seniority during the leave or layoff and shall have seniority frozen at the level at the time of the leave or layoff.

14.2 Reduction

- A. In the event the Board deems it necessary to reduce staff, the following shall apply:
 1. All probationary employees shall be laid off first.
 2. Seniority employees shall be laid off in accordance to classification reductions in the order of their seniority in classification with the least senior laid off first.
 3. Any seniority employee to be laid off shall, in lieu of layoff, be able to voluntarily transfer, based on seniority:
 - a. To a job of equal or lower classification provided the employee has the qualifications and ability to perform the job claimed or
 - b. To any higher classification previously and regularly held provided the employee was not demoted from the job for reasons of inability to perform the job.
- B. Employees being laid off shall be given a minimum of thirty (30) calendar days' notice of such layoff. In the event of a severe financial emergency and after consulting with the Union President, the thirty (30) day notice provision may be shortened to not less than fourteen (14) calendar days. The employer shall furnish a copy of such notice to the Union immediately.
- C. Employees being laid off during the work year shall receive applicable fringe benefits of one (1) month following the month in which they are laid off.

ARTICLE XIV (Continued)

14.3 Recall

- A. When the working force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at the last known address by certified mail. If an employee fails to report for work within fourteen (14) working days from the date of mailing of notice of recall, the employee shall be considered a quit. Extension will be granted by the employer in proper cases.
- B. Employees on layoff shall be recalled in reverse order of their seniority to their same jobs or to jobs of equal classification provided they are able to perform the job. An employee recalled to a lower classification or part-time position has the right to refuse and shall remain on the recall list.
- C. Employees shall be maintained on a recall list for a period of twenty four (24) months from the date of layoff. An employee may elect to continue benefits by individually paying the premiums where possible while on recall status. If an employee has not been recalled after twenty four (24) months from the date of layoff, the right to recall and seniority rights shall be terminated.
- D. No new employees will be hired, in that classification, by the employer as long as there are employees laid off who have seniority, except to fill positions those on layoff are not qualified to fill.

ARTICLE XV

MISCELLANEOUS

15.1 Copy Distribution

Copies of this Agreement and additions thereto shall be printed at the expense of the Brandon School District and presented to all Union members employed and hereafter employed.

15.2 Emergency School Closing

When schools are closed due to inclement weather, or lack of power, water or heat, and employees are notified not to report to work or are sent home early, there shall be no loss of pay or paid leave. Failure to report when not notified otherwise will result in a loss of pay equal to the regularly scheduled work day rate, unless approved by the Superintendent.

When school, or part of the school system (e.g., building, etc.), is closed and employees are not released from work with pay for the reasons set forth in the preceding paragraph, an employee after receiving approval from the superintendent may be released from work. The employee can receive pay for such missed time by charging the time to accrued vacation, personal business day, and/or compensatory time. If the time is not charged to vacation, personal business day, and/or compensatory time, the employee has the option to take an unpaid day. The employee may, however, work an equal amount of make-up time and receive pay following approval from his/her immediate supervisor as to the scheduling of the make-up time and what tasks will be done during the make-up time. Such make-up time shall not be scheduled in such manner as to create overtime work that week.

15.3 Resignation - Retirement

The resignation-retirement of any employee shall be submitted in writing to the immediate administrator or supervisor, with a copy to the Administration Office, at least ten (10) working days prior to the effective date of resignation-retirement.

Any employee who resigns after one (1) year of service shall not forfeit his/her right to earned vacation time.

Any employee who discontinues his/her services without proper notification, forfeits all accrued rights and privileges, including sick leave, military leave, personal leave without pay, vacation, Workers' Compensation within the Michigan State Law, and any other rights and privileges which have been granted by the Board to its employees.

ARTICLE XV (Continued)

15.4 No Strike Clause

The Union agrees not to strike in violation of Public Act 336, 1947, as amended.

15.5 Inconsistent Terms

This Agreement shall supersede any rules, regulations, or practices of the Brandon School District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Brandon School District, which the bargaining unit members agree to uphold.

15.6 Entire Agreement

The parties agree that this Agreement incorporates their full and complete understanding, and that any prior oral agreement or practices relating to the specific and express terms of this Agreement are superseded by the terms of this Agreement.

15.7 Savings Clause

If any provision of this Agreement or any application of the Agreement through any employee or group of employees shall be found contrary to law, then such provisions or applications 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.

15.8 Agreement Modification

This Agreement will not be modified in whole or in part except by written documents duly executed by the Brandon School District and the Union.

15.9 Negotiation Procedure

Negotiations for the entire Agreement shall be undertaken upon request of either party on or before May 1 of the year in which the Agreement expires.

15.10 Informal Conferences

The Superintendent and such other representatives as the Superintendent may designate, and Union representatives will meet informally within five (5) working days of a written request by either party on a date mutually agreed upon for the purpose of discussing problems of mutual concern.

ARTICLE XV (Continued)

15.11 Substituting

Employees shall not be required to substitute for a classroom teacher. In cases of emergency, employees may be required to supervise students in the absence of a teacher or substitute teacher.

15.12 In-Service

The Board of Education encourages employees to become involved in activities/work-shops/conferences/college classes, etc. that will improve their skills, knowledge and job performance.

The parties acknowledge that major changes in technology may impact on bargaining unit members and positions. When the implementation of major technological changes are contemplated by the Board, additional training opportunities will be offered to the affected bargaining unit members.

Employees requesting or being directed to attend such activities shall complete a conference/workshop request form which sets forth a description of the activity, location, associated costs, etc., and submit the form to their supervisor. The terms and conditions of involvement in such activities shall be determined by the Central Office Administrator for Finance.

15.13 Medical Training In-Service

When a student is requiring special medical care while at school, employees must be given proper medical training, required by the District, by trained medical personnel, either by Oakland School's In-Service or medical professional instruction arranged by the District. This does not include training by a parent.

ARTICLE XVI

HOLIDAYS

The following paid holidays will be granted each employee working a full twelve (12) months:

| | |
|-----------------------------|-------------------------------|
| New Year's Eve Day | Labor Day |
| New Year's Day | Thanksgiving Day |
| Good Friday* | Friday after Thanksgiving Day |
| Memorial Day | Christmas Eve Day |
| Independence Day (July 4th) | Christmas Day |

*Should Good Friday become a day of regular attendance by students, the Administration and bargaining unit shall meet to determine a mutually acceptable paid holiday.

Employees working less than twelve (12) months will receive paid holidays that are within their scheduled work year as indicated above.

Attendance at the in-service days prior to the start of performance of regularly assigned duties is included in an employee's scheduled work year.

Holidays falling on Saturday or Sunday will be recognized on Friday or Monday, whichever the case may be.

Paid holidays are to be treated as time worked. This shall mean eligible employees will receive straight time pay for holiday pay based on their regularly scheduled work day.

All employees in order to be eligible to receive holiday pay must work their entire scheduled work day before and after the holiday or be on an approved leave. When sick leave is used, the employee must provide a doctor's slip upon return to work.

ARTICLE XVII

VACATION

All full-time twelve-month employees shall be entitled to the following vacation schedule (calculated by hourly equivalents).

| <u>Employment Period</u> | <u>Vacation</u> |
|--------------------------|---------------------|
| After 1 Year | 10 Days (two weeks) |
| After 2 Years | 11 Days |
| After 3 Years | 12 Days |
| After 4 Years | 13 Days |
| After 5 Years | 14 Days |
| After 6 Years | 15 Days |
| After 7 Years | 16 Days |
| After 8 Years | 17 Days |
| After 9 Years | 18 Days |
| After 10 Years | 19 Days |
| After 11 Years or more | 20 Days |

11 Years or more of continuous service to the Brandon School District shall entitle the employee to a maximum of four (4) weeks [twenty (20) days] of vacation.

Vacations days not taken during the year in which the employee becomes eligible may be rolled over into a Vacation Bank to be used the following eligible year. No more than 5 days may be rolled over or accumulated into the employee's Vacation Bank on any given year. The hiring date of the employee, into the Union, shall determine his/her date of eligibility for the vacation schedule.

Eligibility for vacation time is based on the employee's District anniversary date of hire. The employee will work one full year before eligible to take vacation time. The vacation rate will be paid at the current year's rate of pay and current hourly schedule.

Exceptions based on need of service shall be at the discretion of the immediate supervisory and Superintendent/designee.

Vacations are discouraged during the periods of two weeks prior to the start of student's school year and two weeks prior to the end of student's school year, unless specifically approved by the immediate supervisor and Superintendent/designee.

In the event an employee's work year is extended to a twelve (12) month position, the employee shall receive vacation days in accordance with established Board policy, which is total months employed by the District divided by twelve (12) to establish actual years of service.

When a holiday falls during the period that an employee is on vacation, the holiday will not be charged against the employee's vacation allotment.

ARTICLE XVIII

GRIEVANCE PROCEDURE

18.1 Grievance Defined

Any claim by an employee(s) that there has been a violation, misinterpretation or misapplication of the terms of the Agreement shall be a grievance and shall be resolved in the procedures set forth herein.

18.2 Time Limits

The specified time limits set forth in each level of the grievance procedure shall be strictly adhered to by all of the parties. If the Employer fails to respond within the prescribed time limits, the grievance will be considered denied as of the due date and the Union may move it to the next level. If the Union fails to respond within the prescribed time limits, the last answer will stand as the final disposition of the grievance, or if no answer has been given the grievance will be considered denied. The term "days" as used herein shall mean regular business days of the Brandon School District.

18.3 Union Representative

A Union representative is any person so designated by the Union. Every member of the bargaining unit filing a grievance has a right to be represented at any and/or all levels of the procedure.

18.4 Powers of the Arbitrator

The arbitrator shall not have authority nor shall it consider its function, to decide any issue not submitted, or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally acceptable rules of contract construction. The arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying the terms of the Agreement can be relevant evidence but may not be used so as to justify a result in what is, in effect, a modification, whether by addition or subtraction of written terms of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the issues presented to the arbitrator in writing by the parties and that decision must be based solely upon the interpretation of the meaning or application of the express relevant language of the Agreement in accordance with this clause limiting the power of the arbitrator. Issues not previously raised in the grievance claim process cannot be presented as part of an arbitration case.

ARTICLE XVIII (continued)

18.5 Proper Grievance

In order for a grievance to be considered acceptable and proper, the grievance when reduced to writing must state the specific provision(s) of the Agreement that are alleged to have been violated, misinterpreted or misapplied and relief sought.

18.6 Grievance Procedure

Level 1 - An attempt shall be made to resolve any grievance in an informal verbal discussion between the grievant and the immediate supervisor. Level 1 proceeding must occur within fifteen (15) days following the date of the alleged occurrence. If the immediate supervisor is unwilling or unable to meet for Level 1 proceedings within the prescribed time limits, the grievant may proceed to Level 2.

Level 2 - If the grievance cannot be resolved at Level 1, it shall be reduced to writing on forms provided by the Board, signed by the grievant and delivered to the immediate supervisor within five (5) days after Level 1 proceedings. The supervisor or other administrator who has the authority to make a decision on the grievance shall make such decision and communicate it in writing to the grievant within five (5) days of receipt of the written grievance.

Level 3 - In the event the grievance has not been satisfactorily resolved at Level 2, the grievant shall, within five (5) days of receipt of Level 2 written answer, transmit a copy of the grievance to the Superintendent/designee. Within ten (10) days of receipt of the grievance, the Superintendent/designee shall meet with the grievant to resolve the grievance. The Superintendent/designee shall communicate the answer in writing to the grievant within five (5) days of the Level 3 meeting.

Level 4 - In the event the grievance has not been satisfactorily resolved at Level 3, only the Union may, within ten (10) days of receipt of Level 3 written answer, cause the grievance to go to binding arbitration. To do so, the Union shall file a demand for arbitration with the Superintendent. The parties shall try to mutually select an arbitrator. If no arbitrator has been mutually selected within ten (10) days, the Union shall file for arbitration under the rules of the American Arbitration Association which will likewise govern the arbitration proceedings. The decision of the arbitrator shall be binding on the parties. The Board and the Union share equally in the arbitrator's fees and expenses.

ARTICLE XIX

CLASSIFICATIONS AND COMPENSATION

CLASSIFICATION I - Clerk

High School (Attendance)

High School (Library) (suspended at this time)

Middle School (Attendance) (to be added when current employee vacates position)

Fletcher Intermediate School (Attendance)

Harvey-Swanson (Attendance)

Special Education

| Classification I | 2009-2010 Hourly Rate |
|------------------|-----------------------|
| Step 1 | 11.16 |
| Step 2 | 12.03 |
| Step 3 | 12.45 |
| Step 4 | 12.90 |
| Step 5 | 13.72 |

CLASSIFICATION II – Secretary

High School (Counseling)

High School (Assist Principal)

Middle School (Counseling)

Title I (Federal Projects) (suspended at this time)

Aquatics/Fitness (Director) (suspended at this time)

| Classification II | 2009-2010 Hourly Rate |
|-------------------|-----------------------|
| Step 1 | 12.61 |
| Step 2 | 13.46 |
| Step 3 | 14.32 |
| Step 4 | 15.22 |
| Step 5 | 16.04 |

ARTICLE XIX (Continued)

CLASSIFICATION III –Technology/Media Resources

Brandon Middle School
Fletcher Intermediate School
Belle Ann Elementary
Oakwood Elementary
Harvey-Swanson Elementary

CLASSIFICATION IV – Administrative Secretary

High School (Principal) * (*hourly pay rate to be equal to remaining Class IV employees after current employee vacates position*)

Brandon Middle School (Principal)
Fletcher Intermediate School (Principal)
Belle Ann Elementary (Principal)
Oakwood Elementary (Principal)
Harvey-Swanson Elementary (Principal)
Athletics (Director)
Special Education (Director)
Technology (Director)
Food Service (Director)
Maintenance & Operations (Director) **
Transportation (Director)

(**)Letter of Understanding (*see page 50*)

| Classifications III & IV | 2009-2010 Hourly Rate |
|--------------------------|--------------------------|
| Step 1 | 13.16 |
| Step 2 | 14.00 |
| Step 3 | 14.88 |
| Step 4 | 15.72 |
| Step 5 | 16.56 |

(*) **Brandon High School (Principal Secretary)** (*hourly pay until current employee vacates position*)

| Classification IV | 2009-2010 Hourly Rate |
|-------------------|--------------------------|
| Step 5 | 16.82 |

Increase in salary compensation shall be:

2009-2010 – .75% January 1, 2010 – December 31, 2010
2010-2011 - Wage opener – Start Negotiations in November 2010
2011-2012 - Wage Opener

ARTICLE XIX (Continued)

LONGEVITY

Employees entering their 10th year of continuous service to the Brandon School District shall receive an additional \$.25 per hour.

Employees entering their 15th year of continuous service to the Brandon School District shall receive an additional \$.25 per hour.

Employees entering their 20th year of continuous service to the Brandon School District shall receive an additional \$.25 per hour.

Employees entering their 25th year of continuous service to the Brandon School District shall receive an additional \$.25 per hour.

For the purpose of longevity, years of service will not accumulate while on layoff or approved leave; however, such time shall not constitute an interruption in continuous service.

Step raises to be granted on employee's first working day of the new working year. Step Level upon employment will take into consideration the employee's previous work experience, including District positions and outside District positions.

ARTICLE XX
PAYROLL DEDUCTION

The Board agrees to make voluntary payroll deductions from the salaries of the employees in accordance with Board Policy 6520.

ARTICLE XXI
INSURANCE PROTECTION

- A. The Board of Education shall provide MESSA Pak, Plans A and B, for a full twelve (12) month period for the bargaining unit member and his/her entire family. No employee shall have double health insurance coverage. Part-time employees shall have a prorated amount paid toward health insurance coverage provided any difference is made up by the employee.

Plan A

| | |
|--------|--|
| Health | MESSA Choices II \$100/\$200: \$10.00 Visit (10/20 Drug Card) (Includes \$5,000 AD&D Basic Term Life) |
| LTD | 66 2/3% 60 Calendar Days Modified Fill \$2,000 Monthly Maximum Pre-Existing Condition Waiver Freeze on Offsets Alcoholism/Drug Addiction - same as any other illness Mental/Nervous Condition - same as any other illness Ten Percent Monthly Minimum |
| Life | \$20,000 with AD&D |
| Vision | VSP-3 |
| Dental | Delta Dental Plan 50/50/50:\$500 or 80/80/80:\$800 |

Plan B

| | |
|---------|--|
| LTD | Same as above |
| Life | Same as above |
| Vision | Same as above |
| Dental | Same as above |
| Options | \$100.00 per month to be applied toward MESSA/MEAFS options |

- B. Bargaining unit members not electing MESSA Pak Plan A will select MESSA Pak Plan B. Any contribution amounts exceeding the Board's subsidy shall be payroll deducted. An open enrollment shall be provided whenever contribution subsidy amounts change for the groups.

Should the Health Insurance costs increase by more than eight (8%) percent during any year, the Board and the Union will meet together to determine areas within the insurance program of this bargaining unit to eliminate the increased

ARTICLE XXI (continued)

cost in excess of the eight (8%) percent or determine the amount of payroll deduction.

- C. The Board shall make payment of medical, dental, long-term disability, life insurance, and vision care premiums on employees for the full 12-month period commencing September 1 and ending August 31 with the following limitations:
1. Those employees who resign and have completed the school work year will have their insurance continued through August 31st.
 2. Coverage for those employees terminated by the Board will end as of the effective date of termination.
 3. Employees who have been granted an approved leave of absence or who have been laid off and have completed the school work year will be completely covered through August 31st of that school year. Any employee on an approved leave of absence or layoff may elect to continue their health care coverage on a 12-month cash-pay basis unless otherwise provided herein.
 4. To be eligible for any insurance benefits, the employee shall be responsible for being properly enrolled.
- D. Employees with less than a twelve (12) month work year (10-month employees) working less than their scheduled work year will be entitled to insurance coverage on a prorated basis of 1.2 months of coverage earned for each month worked except as otherwise provided for in the Master Agreement, i.e. termination and specific provisions stating exceptions.
- E. Employees who exhaust their sick leave and are in a continued state of disability causing an interruption of service during their work year shall have their fringe benefit premiums paid by the Board on the prorated basis and/or until the sixty (60) day requirement for L.T.D. has elapsed, whichever is greater. The Board will pay the premium for the month in which the elapsed time period occurs. In the event such an employee returns during their work year in which an unpaid absence occurred, the prorated coverage shall be applied to the last month of coverage beginning in August and working backwards.

It is expressly understood that employees working less than their scheduled work year will be entitled to insurance coverage only for that period earned on the prorated monthly basis.

APPENDIX A-1 CLASSIFICATION CHART

* includes holiday/vacation days

| <u>Building Assignments</u> | <u>Class</u> | <u>TITLE</u> | <u>Schedule</u> | <u># of Days</u> | <u>Hrs/Day</u> |
|----------------------------------|--------------|--------------|-----------------|------------------|----------------|
| High School Principal * | 4 | Secretary | Full Time | 261 | 7.5 |
| Middle School Principal | 4 | Secretary | Full Time | 224 | 7.5 |
| Fletcher Intermediate Principal | 4 | Secretary | Full Time | 224 | 7.5 |
| Belle Ann Elementary Principal | 4 | Secretary | Full Time | 219 | 8 |
| Oakwood Elementary Principal | 4 | Secretary | Full Time | 219 | 8 |
| Harvey Swanson Elem Principal | 4 | Secretary | Full Time | 219 | 8 |
| BSD Technology Director | 4 | Secretary | Full Time | 261 | 8 |
| BSD Special Education Director | 4 | Secretary | Full Time | 224 | 7.5 |
| BSD Athletic Director | 4 | Secretary | Full Time | 261 | 7.5 |
| BSD Maint/Operations Dir*** | 4 | Secretary | Full Time | 261 | 8 |
| BSD Transportation Director | 4 | Secretary | Full Time | 261 | 8 |
| BSD Food Services Director | 4 | Secretary | Full Time | 214 | 7.5 |
| | | | | | |
| Middle School | 3 | Media | Full Time | 204 | 7.5 |
| Fletcher Intermediate | 3 | Media | Full Time | 204 | 7.5 |
| Belle Ann Elementary | 3 | Media | Full Time | 204 | 7.5 |
| Harvey Swanson Elementary | 3 | Media | Full Time | 204 | 7.5 |
| Oakwood Elementary | 3 | Media | Full Time | 204 | 7.5 |
| | | | | | |
| High School Counseling | 2 | Secretary | Full Time | 224 | 7.5 |
| High School Asst Principal | 2 | Secretary | Full Time | 224 | 7.5 |
| Middle School Counseling | 2 | Secretary | Full Time | 224 | 7.5 |
| BSD Aquatics | 2 | Secretary | Suspended | - | - |
| Title I (Federal Projects) | 2 | Secretary | Suspended | - | - |
| | | | | | |
| High School Attendance | 1 | Clerk | Part Time | 224 | 5.5 |
| Middle School Attendance** | 1 | Clerk | Future Position | - | - |
| Fletcher Intermediate Attendance | 1 | Clerk | Part Time | 224 | 5.5 |
| Harvey Swanson Attendance | 1 | Clerk | Part Time | 219 | 5.75 |
| Special Education | 1 | Clerk | Part Time | 224 | 5.5 |
| High School Library | 1 | Clerk | Suspended | - | - |

(*)The current high school secretary receives a higher rate of pay and will continue to do so as long as the person presently in that position remains. When that position is vacated, the high school secretary base salary will be the same as other Class 4 secretaries.

(**) Will be posted after current employee leaves.

(***) See Letter of Understanding regarding current employee

DURATION OF AGREEMENT

This Agreement and each of its provisions shall be effective as of July 1, 2009, and shall continue in full force and effect through June 30, 2012.


This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. Provided, however, the economic terms for the second and third year of the agreement shall be subject to negotiation upon the written request of either party.

IN WITNESS WHEREOF, the parties hereunto set their hands this 14th day of September, 2009.


BRANDON EDUCATION SUPPORT
PERSONNEL ASSOCIATION



BESPA President




BESPA Vice-President

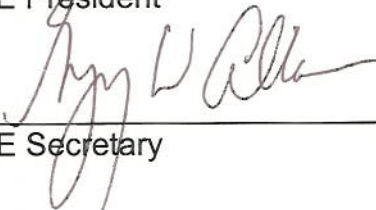


Uniserv Director

BRANDON BOARD OF EDUCATION



BOE President



BOE Secretary

**Letter of Understanding
between
The Brandon School District
and
Brandon Education Support Personnel Association**

The current employee in the position of Secretary to the Maintenance & Operations Director is working under the supervision of the Exec Director of Maintenance/Operations, Food Services and Aquatics. This employee is also retiring and contracting back to the District through an outside employer.

When the current employee leaves the District permanently, this position will revert back to a BESPA posted position as Secretary to the Director of Maintenance/Operations, although working under the supervision of Exec Dir of Maintenance/Operations, Food Services and Aquatics.



Lorraine McMahon – Superintendent

9-10-09

Date



Debra Fulkerson - President BESPA

9-10-09

Date