

MASTER AGREEMENT

BETWEEN THE

BRANCH INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION

AND THE

BRANCH INTERMEDIATE ORGANIZATION, INC.

FOR

NON-CERTIFIED EMPLOYEES

2010 - 2014

PREFACE

This Agreement is made and entered into this 20th day of April 2011, by and between the Board of Education of the Branch Intermediate School District (hereinafter referred to as the Board), an intermediate school district operating under the provisions of Article I, Part 7 of the Revised School Code, and Branch Intermediate Organization, Incorporated, (hereinafter referred to as BIO), a voluntary, incorporated organization.

Pursuant to the requirements of the Public Employment Relations Act, the Board and BIO hereafter set forth their agreement with respect to rates of pay, wages, hours, and other terms and conditions of employment of all individuals included in the bargaining unit for the entire term of this Agreement.

All references in this Agreement to Bargaining Unit Members shall be in the male gender for grammatical purposes only and shall refer to all Bargaining Unit Members regardless of sex. Branch Intermediate School District shall also be referred to as Branch ISD or BISD throughout this Agreement.

NON-CERTIFIED MASTER AGREEMENT
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ARTICLE I
RECOGNITION

A. The Board hereby recognizes BIO as the exclusive bargaining representative for all non-probationary full-time and part-time, ongoing program-employed, non-certified personnel including:

- (1) Para-professional
- (2) Clerical/Auxiliary/Technical
- (3) Custodian/Maintenance

but excluding all executive, supervisory, administrative secretarial, confidential, certified contract employees, temporary (working more than day-to-day for a specified job or predetermined time span), per diem substitute (working for a regular employee who is absent), restricted fund program personnel (such as Head Start), persons employed to serve several intermediate school districts, and all others not listed above.

B. The BIO President shall be provided a list of all BISD personnel by position and assignment so excluded from the Master Agreement at the beginning of each school year (October 1). BIO shall have until November 1 to challenge the accuracy of this list. Specific named employees excluded from the bargaining unit may be referred to the Joint Committee.

ARTICLE II
BIO RIGHTS AND RESPONSIBILITIES

A. BUILDING USE

BIO may use meeting room facilities with prior written administrative approval for the purpose of holding meetings of BIO, or conducting BIO business. In the absence of a custodial person, BIO is responsible for making sure that the building is left locked, clean, and in its original condition.

B. INFORMATION

BIO, upon request, shall receive one copy of public information when available to the Board, in the form in which it is kept, concerning the approved financial resources of the district, approved budgetary requirements, and appropriations.

C. USE OF INTRA-DISTRICT BULLETIN BOARDS

BIO will be permitted to use intra-district mailboxes, and designated bulletin boards for BIO business.

D. BIO BUSINESS

All BIO business shall be conducted outside of designated working hours. (Officers of the Executive Board and Negotiating Team may depart from the aforementioned provision for a specific purpose and specified time with prior administrative approval.)

ARTICLE III
BOARD RIGHTS AND RESPONSIBILITIES

A. 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, and

1 the exercise thereof conferred upon and vested in it by the laws and the Constitution of the State of
2 Michigan and of the United States. Such rights shall include, subject to the express terms and
3 conditions in this contract, by way of illustration, and not by way of limitation, the right to:

- 4
5 (1) Administer and control the district's facilities and equipment, and direct the operation and
6 personnel of the district.
7
8 (2) Make assignments, direct the work of all of its personnel, and determine the hours of
9 service, and starting and ending times.
10
11 (3) Establish, or modify, any conditions of employment except those covered by the provisions
12 of this Master Agreement.
13
14 (4) Determine and provide the services, equipment, and supplies necessary to continue its
15 operation.
16
17 (5) Adopt rules and regulations necessary for operations of the district.
18
19 (6) Determine and specify the qualifications of all employees (Bargaining Unit Members),
20 including physical and mental conditions and fitness.
21
22 (7) Determine the number and location or relocation of all facilities.
23
24 (8) Determine the financial policies, including all accounting procedures necessary to operate
25 the district.
26 (9) Determine the policies pertaining to public relations of the district and its programs.
27
28 (10) Determine the administrative structure, its functions, authority, and the amount of
29 supervision.
30
31 (11) Determine the criteria for the selection, evaluation, and/or training of its employees
32 (Bargaining Unit Members).
33
34 (12) Determine and make policy on any other BIRD matters not specifically mentioned in this
35 Agreement.
36

- 37 B. Nothing contained herein shall be considered to deny or restrict the Board of its rights,
38 responsibilities, and authority under the Michigan Revised School Code or any other national, state,
39 district, or local laws or regulations as they pertain to education.
40

41
42 ARTICLE IV
43 BIO DUES AND PAYROLL DEDUCTIONS
44

- 45 A. A Bargaining Unit Member who is a member of BIO shall sign and deliver to the Board an
46 assignment authorizing deduction of membership dues to BIO. Such authorization shall continue in
47 effect from year-to-year, unless revoked in writing between June 30 and September 30 of any year.
48 Such dues shall be deducted from the first (1st) regular salary check in November for non-
49 probationary bargaining unit members, or the first pay in June for bargaining unit members
50 completing probation between November and June. BIO shall furnish to the Board a list of current
51 unit members and statement of dues amount for deduction.
52
53 B. Any employee who is not a member of BIO, or does not make application for membership in BIO
54 within thirty (30) calendar days from the first date worked, shall pay a service fee to BIO in an
55 amount equivalent to the amount of dues uniformly required of the members of BIO, less any
56 amounts not permitted by law.

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- (1) Nothing in this Article shall be interpreted or applied to require BISD to implement payroll deduction of employee contributions to political action or other similar funds of BIO or its affiliates.
- (2) Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), BIO has established a policy regarding, "Objections to Political-Ideological Expenditures-Administrative Procedures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-BIO Bargaining Unit Members. 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 such objecting Bargaining Unit Member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- (3) Further, BIO agrees to promptly notify the District in the event a Court order, an Order of an administrative agency, or arbitration award is rendered restricting BIO from implementing its agency fee objection policy or from charging or allocating any of BIO's expenditures to Bargaining Unit Members who choose not to join BIO. In the event of the entry of such an Order or arbitration award, the District shall have the right to immediately suspend involuntary wage deduction under this Article and shall promptly give notice of any such decision to BIO.

C. A Bargaining Unit Member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain BIO membership or otherwise financially support BIO as a condition of employment. However, such Bargaining Unit Member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Such donation shall be made to one of three such charitable organizations as mutually designated by the District and BIO.

D. In the event that an employee fails or refuses to authorize payroll withholding for dues or service fee, the Board shall, upon receipt of a written demand from BIO, deduct the service fee from the Bargaining Unit Member's wages and remit same to BIO under the procedures provided below:

- (1) BIO shall notify the Bargaining Unit Member of non-compliance by certified mail, return receipt requested. Said notice shall inform of the non-compliance, and shall further advise that a demand for payroll withholding will be filed with the Board in the event the employee fails or refuses to voluntarily authorize withholding.
- (2) In the event the Bargaining Unit Member fails to remit the dues or service fee or authorize withholding for same, BIO shall request the Board withhold pursuant to paragraph D above.
- (3) Upon receipt of BIO's request for involuntary withholding, the Board shall provide the Bargaining Unit Member with an opportunity for a due process hearing. The hearing shall address the issue of whether the Bargaining Unit Member has either remitted the dues or service fee to BIO or authorized payroll withholding of same. Additionally, the Bargaining Unit Member may request that the Board of Education withhold or suspend involuntary wage withholding due to the member's asserted legal challenge to BIO's internal procedures by which Bargaining Unit Members may protest the calculation of the agency shop/ service fee. In the event the member does not initiate litigation or a proceeding before the Michigan Employment Relations Commission within thirty (30) days of the hearing, the Board shall withhold pursuant to paragraph D above.

E. The Board agrees to remit, by December 1, to BIO, all sums deducted by the Board pursuant to

1 authorization of the employees, whether for membership or service fee, accompanied by an
2 alphabetical list of employees for whom such deduction has been made.
3

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5 ARTICLE V
6 HOLD HARMLESS
7

8 BIO agrees to indemnify and save the Board, its agents, and each individual Board member, harmless
9 against any, and all claims, demands, costs, suits, or other forms of liability, including back pay and all court
10 costs or administrative agency costs that may arise out of, or by reason of, action taken by the Board, or its
11 agents for the purpose of complying with this agreement and/or agreements made with BIO in this
12 agreement. BIO also agrees that it will not assert that the defense or indemnity provisions of this article are
13 either unenforceable or void.
14

15
16 ARTICLE VI
17 ASSIGNMENTS
18

- 19 A. All Bargaining Unit Members must possess qualifications for their assignment, as described within
20 administratively established job descriptions. In case of emergency, and/or to prevent disruption of
21 the district operations, Bargaining Unit Members may be temporarily, and/or involuntarily, assigned
22 outside their existing job description, or assignment.
23
24 B. The administration shall notify the affected Bargaining Unit Members at the time of such emergency
25 assignment.
26
27 C. The administration reserves the right to amend, or modify, job descriptions and/or qualifications. BIO
28 shall be provided copies of job descriptions and changes.
29
30

31 ARTICLE VII
32 TRANSFERS
33

- 34 A. BIO, and the Board, recognizes that some transfers and changes of assignment are necessary in
35 order to ensure a distribution of experienced and qualified personnel throughout the system. It is also
36 recognized that transfers, and changes in assignment, are the prerogative of the district.
37
38 B. Prior to a permanent involuntary transfer, volunteers will be solicited to fill needed assignment(s).
39 Such request for volunteers shall not limit the employer's discretion in effectuating involuntary
40 transfer(s).
41
42 C. In making involuntary assignments and transfers, the convenience and wishes of the individual
43 Bargaining Unit Member shall be honored to the extent that these considerations do not conflict with
44 the instructional requirements and best interests of the school system, as determined by the
45 administration.
46
47

48 ARTICLE VIII
49 VACANCIES
50

- 51 A. Whenever a vacancy within the bargaining unit arises, the administration shall post a notice of same
52 on the designated bulletin board in each building within the district for ten (10) days before
53 applications are closed. The BIO President will be given a copy of any posting.
54

55
56 A vacancy is defined as a newly-created position, or unfilled position, or a position currently filled, but

1 which will be open in the future, within the bargaining unit, which the school district intends to fill, and
2 which results in adding a new employee to the district. Positions to be filled due to attrition, layoff,
3 recall, transfers, etc., which do not result in adding a new employee to the district, shall be posted for
4 ten (10) days, but shall not require application processing.
5

- 6 B. All vacancies created shall be posted as in "A" above, with accompanying job description and
7 required qualifications.
8
- 9 C. The provisions of this Article shall not be construed as a limitation upon the employer respecting the
10 selection of persons to fill vacancies.
11
- 12 D. The term "days", as used in this Article, shall be defined as any day the Central Administration
13 Office is open, excluding Act of God days.
14

15 ARTICLE IX
16 REDUCTION AND RECALL OF STAFF
17

- 18 A. It is hereby specifically recognized, and agreed, that it is within the sole discretion of the Board to
19 reduce the number of Bargaining Unit positions through layoff from employment; to reduce the
20 number of Bargaining Unit positions in a given subject area, field, or program; to eliminate or
21 consolidate a position, or positions; or to reduce its educational program, curriculum, or services.
22
- 23 B. The Board shall lay off and recall Bargaining Unit Members based on seniority with Branch
24 Intermediate School District among equally qualified candidates within a seniority classification, but
25 reserves the right to bypass seniority in accordance with the provisions of Article XIV, Section D
26 (Evaluations). "Seniority" is defined to mean the amount of time an individual is continuously
27 employed as a non-certified employee of the district within a seniority classification. Movement from
28 one seniority classification to another shall establish a new date of seniority within the new
29 classification, but shall not affect seniority date in previous classifications. Accrued seniority in the
30 previous classification is frozen as of the date of the transfer to the new classification.
31

32 If a reduction of staff occurs in a specific seniority classification, the Bargaining Unit Member in the
33 affected position with seniority in another classification may "bump" a lower seniority Bargaining Unit
34 Member in another classification if possessing higher seniority in that classification and appropriate
35 qualifications. It is expressly understood that "bumping" shall occur at the lowest seniority level,
36 which conforms to the requirements of this paragraph.
37

38 It is expressly understood that Bargaining Unit Members continuously employed by Branch
39 Intermediate School District but assigned to a position outside of BIO, shall maintain seniority for the
40 specific period of time they were members of BIO, and shall have this seniority time apply within the
41 classification or classification(s) they were employed in. Seniority shall be measured from an
42 individual's last date of hire within a seniority classification. Approved leaves of absence or layoff,
43 when Bargaining Unit Member is recalled, shall not constitute an interruption of continuous service,
44 for purposes of this Article. The Branch Intermediate School District administration will prepare
45 seniority lists. The lists will include date of employment for each Bargaining Unit Member, as well as
46 the Bargaining Unit Member's classification(s) and any state-approved certifications. Lots will be
47 drawn by individuals with the same date of employment to determine placement on the seniority list.
48 A seniority list will be provided to BIO by October 1 of each year, and be posted in each Branch
49 Intermediate School District building. Any Bargaining Unit Member, or the Branch Intermediate
50 Organization, shall notify Branch Intermediate School District, in writing, of any errors in the current
51 seniority list within ten (10) working days of the posting. If no error is reported within ten (10) working
52 days, the list will stand as prepared and will become effective. It is expressly understood that a full-
53 time bargaining unit member who refuses to accept reduction to or recall to a part-time position does
54 not forfeit his/her right to recall to any future full-time employment within the district. If a part-time
55 position is changed to a full-time position while Bargaining Unit Members in the affected seniority
56 classification are on layoff status, a recall shall occur at that time in reverse order of layoff.

1
2 C. The Board shall give ten (10), or more, working days written notice to BIO and the Bargaining Unit
3 Members to be involved in a layoff.

4
5 D. Layoff pursuant to this Article shall terminate the individual's employment with the exception of recall
6 rights as provided below and shall terminate, for the duration of the layoff, the Board's obligation to
7 pay salary and fringe benefits to any Bargaining Unit Member so affected.

8
9 E. Recall for full or part-time employment within the Branch Intermediate School District will be based
10 on classification seniority and qualifications. Recall to a vacant position shall be in reverse order of
11 layoff within a seniority classification provided that the employee recalled is qualified to perform the
12 available work. The Board shall give written notice of recall from layoff by sending a first (1st) class
13 letter to Bargaining Unit Members at their last known address.

14
15 It shall be the responsibility of the Bargaining Unit Member to notify the Board of any change in
16 address. The Bargaining Unit Member's address, as it appears in the Board's records, shall be
17 conclusive when used in connection with layoffs, recall, or any other notice to the Bargaining
18 Unit Member.

19
20 If a Bargaining Unit Member fails to report to work within five (5) calendar days from the date of the
21 receipt of the letter of recall, or ten (10) calendar days after mailing of recall, unless an extension is
22 granted, in writing, by the Board, said Bargaining Unit Member shall be considered a voluntary quit,
23 and shall thereby completely terminate his/her employment relationship with the Board.

24
25 F. A para-professional who has received a letter of intent in a school year calendar program who is paid
26 unemployment compensation benefits during the summer immediately following the layoff and who
27 is subsequently recalled at the beginning of the next school year will be paid according to a modified
28 hourly rate such that his/her unemployment compensation plus the modified hourly rate will be equal
29 to the rate of pay he/she would have earned for the school year had he/she not been laid off.

30
31 G. A Bargaining Unit Member on lay-off status for a continuous period of two years shall be dropped
32 from the seniority list and terminated from employment with the BISD.

33
34 ARTICLE X
35 EMPLOYMENT STANDARDS

36
37 A. An employee may be terminated for any reason before completion of the probationary period.

38
39 B. Two weeks notice of termination must be given by either Bargaining Unit Member and/or employer
40 after successful completion of the probationary period.

41
42 C. Persons, other than probationary Bargaining Unit Members, covered under this contract can be
43 terminated with just cause and due process observed. Normally, two weeks' notification of
44 termination of employment will be given by the employer. However, if a Bargaining Unit Member is
45 under investigation for gross negligence or grossly unprofessional behavior and/or behavior that
46 would endanger students or staff, he/she may be suspended, with pay, pending completion of the
47 investigation and any disciplinary determination.

48
49 It is agreed and understood that, under normal circumstances the following guidelines for a
50 progressive system of discipline should be followed in disciplining persons (excluding probationary
51 Bargaining Unit Members) covered by this contract. The severity or relative frequency of offenses
52 may cause these guideline steps to be either skipped or repeated.

53
54 (1) Discussion of problem between Bargaining Unit Member and appropriate administrator.

55
56 (2) Verbal warning by appropriate administrator.

- 1
2 (3) Written reprimand by appropriate administrator included in the Bargaining Unit Member's
3 personnel file.
4 (4) Suspension, with or without pay, not to exceed a maximum of ten (10) working days.
5
6 (5) Dismissal.
7
8

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10 ARTICLE XI
11 BARGAINING UNIT MEMBER FILES

- 12 A. Within two working days, upon written request, and during reasonable working hours and days, a
13 Bargaining Unit Member shall have the right to inspect his/her own Central Office personnel file at
14 the Central Office Building. Such request shall be made to the Central Office. The inspection must
15 be made in the presence of the administrator (or his/her designee) responsible for the safekeeping
16 of such file.
17
18 B. A representative of BIO may accompany the Bargaining Unit Member in review of his/her personnel
19 file at the option of the individual Bargaining Unit Member.
20
21 C. At the request of the administration, Bargaining Unit Members shall sign materials placed, or to be
22 placed, in their personnel files. Signature is for acknowledgment only, and does not imply
23 agreement. Bargaining Unit Members shall be evaluated during probation and non-probation
24 employment according to administrative procedure and the evaluation will be placed in their
25 personnel file.
26

27
28 ARTICLE XII
29 NO STRIKE

- 30
31 A. BIO, and the Board, recognizes that strikes and other forms of work stoppages by Bargaining Unit
32 Members are contrary to law and public policy. BIO, and the Board, subscribes to the principle that
33 differences shall be resolved by peaceful and appropriate means without interruption of the district's
34 programs.
35
36 B. BIO therefore agrees that its officers, representatives, and members shall not authorize, instigate,
37 cause, aid, encourage, ratify, or condone; nor shall any Bargaining Unit Member take part in any
38 strike, slowdown, work stoppage, boycott, picketing, or other interruption of any activities of the
39 district.
40
41 C. Failure, or refusal, on the part of any Bargaining Unit Member to comply with the provisions of this
42 article shall be cause for whatever disciplinary action is deemed necessary by the Board.
43

44
45 ARTICLE XIII
46 GRIEVANCES

- 47
48 A. A grievance shall be an alleged violation of the express terms of this Agreement, or a written
49 memoranda of understanding entered into between the Board and BIO, which has the prior
50 endorsement of both the President of BIO and the Superintendent.
51
52 B. It is expressly agreed that the following matters shall not be the basis of any grievance filed under the
53 procedure outlined in this article:
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55 (1) The termination of services of, or failure to reemploy, any probationary Bargaining Unit
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Member,

- (2) Any matter involving personnel evaluation content,
- (3) Any claim, complaint, or matter for which the Bargaining Unit Member can seek redress via another forum established by law (or by regulation having the effect of law).

C. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when a Bargaining Unit Member or participating BIO representative are to be at their assigned duty stations.

D. Written grievances, as required herein, shall contain the following:

- (1) It shall be signed by the grievant, or grievants, and the endorsement thereon of the approval, or disapproval, of BIO.
- (2) It shall be specific and relate to contractual provisions alleged to have been violated.
- (3) It shall contain a synopsis of the facts giving rise to the alleged violation.
- (4) It shall cite the section(s) or subsection(s) of this contract alleged to have been violated.
- (5) It shall contain the date of the alleged violation.
- (6) It shall specify the relief requested.

E. Any written grievance not in accordance with the above requirements shall be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

F. If the particular grievance is a "class" grievance affecting Bargaining Unit Members in more than one building, the grievance shall be processed directly to Level Three and shall be subject to the same time limitations and other requirements, as set forth for the initiation of grievances at Level One.

G. A grievance shall originate at the level of the grievant's direct administration and shall be subject to the same time limitations and other requirements as set forth for the initiation of grievances at Level One.

H. Time limits shall be observed, determined by date of stamped and/or initialed receipt. The term days as used in this article shall be defined as any day the Central Administration Office is open, excluding Act of God days.

Every effort will be made by both parties to shorten time limits wherever possible. Time limits, as specified herein, may be extended only mutually and then only if in writing signed by both parties. Should a Bargaining Unit Member, or BIO, fail to appeal a decision within the time limits specified, all further proceedings shall be barred. The grievance or response shall be either hand-delivered or sent by certified mail to the last known address.

I. If a grievant fails to initiate a grievance or an appeal to the next level within the time limits, all proceedings shall be terminated.

J. All parties acknowledge that it is usually most desirable for the Bargaining Unit Member and his/her supervisor to resolve the problem through free and informal discussions.

K. When requested by either party, BIO's grievance representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the supervisor and the Bargaining Unit Member, then the grievance shall be processed in writing with the determination thereon of the

1 approval, or disapproval, of BIO. The BIO representative will represent the organization, and may
2 represent the grievant. If, however, the grievant prefers to have an employee representative other
3 than BIO, he/she may choose to do so, provided:

- 4 (1) Representation is not by another labor organization;
- 5 (2) BIO is given the opportunity to be present at any adjustment of the grievance; and
- 6 (3) Only BIO can take to arbitration.
- 7 (4) Any adjustment of the grievance is not inconsistent with the terms of this Agreement

8
9
10 LEVEL I

11
12 If no resolution is obtained within ten (10) days of the occurrence, the Bargaining Unit Member by the
13 conclusion of that ten (10) day interval shall reduce the grievance to writing and deliver it to the
14 program supervisor. Or BIO, on behalf of the Bargaining Unit Member, by the conclusion of that
15 ten (10) day interval, may request of the superintendent or designee in writing that the matter be
16 referred to the Joint BIO/Administration Committee (J Committee). The matter will be placed on
17 the agenda of the next regularly scheduled Joint BIO/Administration Committee (J Committee) or
18 by mutual agreement, of BIO and the administration, a special meeting of the Joint
19 BIO/Administration Committee (J Committee) may be scheduled. If no resolution is obtained at
20 the Joint BIO/ Administration Committee, the Bargaining Unit Member may, within five (5) days
21 after the meeting of the Joint BIO/Administration Committee, reduce the grievance to writing and
22 deliver it to the program supervisor by the conclusion of that five (5) day interval. If the Bargaining
23 Unit Member does not receive an answer within five (5) days thereafter, or, if the written answer is
24 unacceptable, the Bargaining Unit Member shall, within ten (10) days of the date on which the written
25 grievance was submitted to the program supervisor, appeal the grievance to Level Two.

26
27 LEVEL II

28
29 A copy of the written grievance shall be filed with the Director of the program, as specified in Level
30 One with the endorsement thereon of the approval, or disapproval, of BIO. Within five (5) days of
31 receipt of the grievance, the Director shall meet with the grievant and the designated BIO
32 representative to discuss the grievance. Within five (5) days of the discussion, the Director shall
33 render his/her decision in writing, transmitting a copy of the same to the grievant, BIO President, and
34 Superintendent, and place a copy of same in a permanent file in his/her office. If no decision is
35 rendered within five (5) days of the discussion, or if the decision is unsatisfactory to the grievant, the
36 grievant shall, within five (5) days thereafter, appeal same to the Superintendent by filing the written
37 grievance, along with the decision of the Director with the Superintendent, with a copy sent to the
38 President of the Board of Education. The date on which the above copy is received by the
39 Superintendent shall be the determinative in establishing the effective filing date.

40
41 LEVEL III

42
43 A copy of the written grievance shall be filed with the Superintendent, as specified in Level Two with
44 the endorsement thereon of the approval, or disapproval, of BIO. Within fifteen (15) days of receipt of
45 the grievance, the Superintendent shall arrange a meeting with the grievant and the designated BIO
46 representative to discuss the grievance. Within ten (10) days of the discussion, the Superintendent
47 shall render his/her decision in writing, transmitting a copy of the same to the grievant, BIO
48 President, the President of the Board of Education, and place a copy of same in a permanent file in
49 his/her office. If no decision is rendered within ten (10) days of the discussion, or if the decision is
50 unsatisfactory to BIO, BIO may refer the matter for arbitration as provided for hereinafter.

51
52 L. ARBITRATION

- 53 (1) If the grievance is not satisfactorily resolved at level three, BIO may, within ten (10) days of
54 the date of the written decision at Level Three, submit the grievance for arbitration to the
55 American Arbitration Association in writing, with a copy of the demand for arbitration to the
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President of the Board.

- (2) Should BIO fail to initiate a grievance within the time limits specified, the grievance shall be deemed abandoned.
- (3) The rules of the A.A.A. shall govern the selection of the arbitrator and the conduct of the arbitration proceeding.
- (4) PRE-HEARING - Neither party may raise a new defense or ground in arbitration, which has not been previously raised or disclosed in writing by the conclusion of the pre-hearing level. Each party shall submit to the other party, not less than ten (10) days prior to the arbitration hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
- (5) POWERS OF THE ARBITRATOR - It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
 - (a) He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - (b) He/she shall have no power to establish salary scales or change any salary.
 - (c) He/she shall have no power to change any practice, policy, or rules of the Board, nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His/her powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement, and he/she shall not imply obligations and conditions binding upon the Board from this Agreement, it being expressly understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
 - (d) He/she shall have no power to rule upon those matters excluded from the grievance procedures under paragraph B of this Article.
 - (e) He/she shall have no power to decide any question, which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be conditioned specifically by this agreement.
 - (f) If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule, in writing upon arbitrability before proceeding to the merits of the case.
 - (g) The fees and expenses of the arbitrator shall be paid by the Board, or BIO, whichever loses the grievance, or in the case of a split award, the fees and expenses of the arbitrator shall be apportioned by the arbitrator between the Board and BIO. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
 - (h) Both parties agree to be bound by the award of the arbitrator, subject only to legal remedies afforded by courts of competent jurisdiction.
 - (i) The arbitrator shall document his/her findings and conclusions in an opinion and

1 award, which shall be duly served upon the parties.
2

3 (j) All claims for back pay shall be limited to the amount of wages which would have
4 been earned at the Bargaining Unit Member's regular rate of pay, and the arbitrator
5 shall have no power to award any other form of damages. No decision for
6 retroactive wage adjustment in one case shall be binding on other cases. No
7 decision of the arbitrator for a retroactive wage adjustment shall be valid beyond
8 twenty (20) days preceding the date of the written grievance.
9

10 M. Any grievance during the period between the termination date of this Agreement and the effective
11 date of a successor Agreement shall not be processed under the above procedures. Any
12 grievance, which arose prior to the effective date of this Agreement, shall not be processed.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

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4 A. SEVERABILITY
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6 If any provisions of this Agreement or any application of this Agreement to any employee shall be
7 found contrary to law, then such provision or application shall be deemed null and void to the extent
8 of such invalidity. All other provisions or applications of this Agreement shall continue in full force and
9 effect.

10
11 B. WAIVER
12

13 The parties acknowledge that, during the negotiations which resulted in this Agreement, each had
14 the unlimited right and opportunity to make demands and proposals with respect to any subject or
15 matter not removed by law from the area of collective bargaining, and that the understandings and
16 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in
17 this Agreement. Therefore, the Board, and BIO, for the life of this Agreement, each voluntarily and
18 unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain
19 collectively with respect to any subject or matter referred to, or covered, in this Agreement, or with
20 respect to any subject matter within the knowledge of the parties at the time that they negotiated this
21 Agreement.

22
23 C. ENTIRE AGREEMENT
24

25 This Agreement constitutes the sole and entire existing agreement between the parties in respect to
26 rates of pay, wages, hours of employment or other conditions of employment, which shall prevail
27 during the term of this Agreement. It supersedes and cancels all prior practices, whether oral or
28 written, and expresses all obligations of, and restrictions imposed upon, the Board and BIO. All
29 matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by
30 the parties for the life of this Agreement. This Agreement is subject to amendment, alteration, or
31 additions only by a subsequent written agreement between, and executed by, the Board and BIO.
32 The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a
33 precedent in the future enforcement of its terms and conditions. The Board shall deal with all matters
34 not expressly covered by this Agreement through the exercise of its management rights without prior
35 negotiations during the life of this Agreement.

36
37 D. EVALUATIONS
38

39 All Bargaining Unit Members shall be evaluated by their immediate administrative supervisor at least
40 once every three (3) years; and such evaluation shall become a part of the Bargaining Unit
41 Member's personnel file. The individual Bargaining Unit Member shall acknowledge receipt of such
42 evaluation by signing same. Signature is for acknowledgment only, and does not imply agreement.
43 The Bargaining Unit Member may submit a written statement within thirty (30) calendar days of
44 signing acknowledgment for receipt of the evaluation, to be permanently attached and placed in the
45 Bargaining Unit Member's personnel file, along with the evaluation. In the case of an unsatisfactory
46 evaluation, the Bargaining Unit Member will have sixty (60) calendar days to correct the deficiency,
47 based upon biweekly reviews by the program supervisor. The biweekly reviews may be extended
48 another thirty (30) calendar days by the program supervisor, when necessary, to better evaluate the
49 Bargaining Unit Member.

50
51 At the conclusion of the biweekly reviews, the Bargaining Unit Member may submit a written
52 statement within thirty (30) calendar days to be permanently attached and placed in the Bargaining
53 Unit Member's personnel file, along with the biweekly reviews evaluation.

54
55 E. JURY DUTY LEAVE
56

57 Leaves for jury duty will be paid in the amount of the difference between regular salary and the
58 stipend for jury duty.

1 F. FUNERAL LEAVE

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3 Necessary time requiring the employee's involvement, but no more than five (5) working days may
4 be granted to a Bargaining Unit Member for a funeral or other bereavement related business of the
5 immediate family, which includes and is limited to: child, stepchild, mother, father, mother-in-law,
6 father-in-law, brother, sister, brother-in-law, sister-in-law, spouse, grandparents, grandchild,
7 guardian, son-in-law, daughter-in-law, and surrogate parents who can be substantiated. The five (5)
8 working days may be nonconsecutive. The five (5) working days must be used within a thirty (30) day
9 period from the date of the death. At the discretion of the Superintendent, an extension of the thirty
10 (30) day period from the date of death, may be granted. Additional bereavement leave may be
11 granted at the discretion of the Superintendent beyond the five (5) working days, but such leave shall
12 be deducted from the Bargaining Unit Member's accumulated sick leave. Absence due to the death
13 of other than the immediate family will be treated as an annual leave day request. Bargaining Unit
14 Members must make application for such leave on the approved form, and receive approval of their
15 supervisor.

16
17 G. FAMILY AND MEDICAL LEAVE ACT

18
19 To the extent required by the Family and Medical Leave Act (P.L. 103-3), an eligible Bargaining Unit
20 Member shall be granted leave and the other rights specified by the law. When leave is taken by an
21 eligible Bargaining Unit Member under the Family and Medical Leave Act, the District shall likewise
22 enjoy and reserve all rights afforded it by the law, whether or not the same are specifically
23 enumerated in this Agreement. The parties intend that the provisions of the Family and Medical
24 Leave Act, including District and eligible Bargaining Unit Member rights and responsibilities shall be
25 supplementary to this Agreement and shall prevail over the terms of this Agreement to the extent of
26 any conflict or inconsistency.

27
28 H. UNPAID LEAVE OF ABSENCE

29
30 Unpaid leave of absence shall be defined for this section as any leave without regular pay, other than
31 leaves mandated under the Family and Medical Leave Act. A Bargaining Unit Member may be
32 granted unpaid leave for any personal reason providing he/she has submitted the request five
33 (5) working days in advance, (except in extenuating circumstances), and has the approval of the
34 immediate administrator of the program prior to being absent. The approval, or disapproval, of an
35 unpaid leave request shall be solely at the convenience of the program, as determined by the
36 program administrator. Denial on this basis shall not be construed as being inconsistent with granting
37 unpaid leave to another Bargaining Unit Member, as the reason for the unpaid leave request is not
38 required, and is not the basis for granting unpaid leave, and unpaid leave is not a right of
39 employment. Replies shall be given two (2) working days after the request has been submitted.

40
41 BISD shall continue to pay normal insurance premiums for up to one (1) year in cases of disability. In
42 all other cases, BISD shall continue to pay normal insurance premiums for sixty (60) calendar days
43 excluding short/long term disability, and term life insurance. Continuation of benefits beyond the
44 period stated immediately above shall be at the Bargaining Unit Member's cost and subject to carrier
45 requirements. If the Bargaining Unit Member fails to return to work for at least thirty (30) calendar
46 days at the end of the unpaid leave of absence for reasons other than the continuation, recurrence,
47 or onset of a serious health condition of the Bargaining Unit Member or for circumstances beyond
48 the control of the Bargaining Unit Member as determined by the Board, the Bargaining Unit Member
49 shall reimburse the Board for the insurance premiums, including illustrative premiums for self-
50 insured plans, paid by the Board during the unpaid leave.

51
52 If a Bargaining Unit Member's request for unpaid leave is denied, and that Bargaining Unit Member
53 fails to report for work on the dates of the unpaid leave request, such action shall be considered
54 misconduct, and is just cause for immediate termination.

55
56 Any Bargaining Unit Member absent from work for three (3) consecutive days, regardless of cause,

1 without notice to the Superintendent, or designee, in accordance with established procedures, shall
2 be subject to immediate and automatic discharge. Any such discharge shall not be grievable. At the
3 discretion of the administration, exceptions to the foregoing may be allowed when the Bargaining
4 Unit Member has established extenuating circumstances that prevented the Bargaining Unit Member
5 from notifying the Superintendent, or designee. Established procedures are as follows:

- 6 (1) One day of unexcused absence - verbal reprimand.
- 7 (2) Two, or more, consecutive days of unexcused absence - written reprimand.
- 8 (3) Habitual and persistent pattern of unexcused absence by any Bargaining Unit Member can
9 also result in discharge for cause.

10 I. ACT OF GOD DAYS

11 Para-professionals

12 Those Para-professionals (Bargaining Unit Members) not required to work on scheduled days and/or
13 hours of student instruction which are not held because of conditions not within the control of school
14 authorities, such as inclement weather, fires, epidemics, utility power unavailability, water or sewer
15 failure, mechanical breakdowns, or health conditions as defined by the city, county, or state health
16 authorities, will not be paid for such days and/or hours. However, Para-professional Bargaining Unit
17 Members, who have accumulated annual leave available, may use annual leave in order to receive
18 pay for Act of Gods days and/or hours that would otherwise be unpaid. Such Bargaining Unit
19 Members shall work on any rescheduled days and/or hours of student instruction which are
20 established by the Board and will be paid at their regular hourly rate of pay. Bargaining Unit Members
21 required to work on days and/or hours when school is not in session shall be paid their regular rate of
22 pay for such days.

23 In the event a Para-professional (Bargaining Unit Member) receives unemployment compensation
24 benefits (which as used herein also includes 'underemployment benefits') during the school year
25 (associated with his/her regular work assignment) due to days and/or hours of instruction not being
26 held when scheduled because of conditions not within the control of school authorities as stated
27 above, and those days and/or hours of instruction are rescheduled so that the Bargaining Unit
28 Member works those instructional days and/or hours at a later time, the Bargaining Unit Member will
29 have his/her pay adjusted, such that his/her unemployment compensation plus the wages paid to the
30 Bargaining Unit Member for the year will be equal to the regular annual wages he/she would have
31 earned for the school year had there not been scheduled days and/or hours of instruction canceled
32 for such reasons. This provision shall be subject to the following conditions:

- 33 (1) The total unemployment compensation plus wages earned in the district shall not be below
34 that which the Bargaining Unit Member would have received had there not been any
35 instructional days and/or hours canceled for such reasons, and
- 36 (2) The total unemployment compensation plus wages earned in the district shall not be less
37 than the Bargaining Unit Member's regular wages from the same or similar period during the
38 preceding school year.

39 Clerical/Auxiliary/Technical & Custodial/Maintenance (except those working a school calendar schedule)

40 Clerical/Auxiliary/Technical and Custodial/Maintenance Bargaining Unit Members are to work on all
41 scheduled work days and/or hours regardless of conditions which cause the cancellation of student
42 instruction days and/or hours. Failure to do so will result in loss of pay for the time involved. Annual
43 leave or vacation time can be used to avoid loss of pay when the Bargaining Unit Member's absence
44 on such day(s) and/or hours has been administratively approved.

1
2 However, in the event of unusual or hazardous conditions as determined by the Superintendent,
3 he/she will issue explicit instructions by a radio announcement and/or a "fan out" system to such
4 Bargaining Unit Members not to report for work. Bargaining Unit Members will be paid for such days
5 and/or hours. In case individual Bargaining Unit Members are required to work on such days and/or
6 hours, compensation will be given by an adjustment in the individual's work time schedule or
7 overtime pay.
8

9 For All Classifications

10 The Act of God days/hours provisions are subject to revision or being rescinded should the day
11 and/or hour requirements be modified or repealed by action of the Michigan Legislature, and/or as
12 required under the Revised School Code, state aid provisions, and/or as determined by the State
13 Board of Education. If school starting is delayed, Para-professional and Clerical/Auxiliary/Technical
14 Bargaining Unit Members may delay reporting for work for an equivalent period of time in their
15 regular schedule, and there will be no loss of pay for the equivalent time. Custodial/Maintenance
16 Bargaining Unit Members shall report at their normal starting time in the case of a school delay.
17

18
19 J. VACATION ELIGIBILITY WHEN TRANSFERRING CLASSIFICATIONS

20
21 A Bargaining Unit Member continuously employed in a non-certified position who transfers from one
22 classification to another and back (classifications: 1) Para-professional 2) Clerical/Auxiliary/Technical
23 3) Custodial/Maintenance) may add the time originally in the classification to the new time in the
24 same classification in order to determine eligibility for the number of weeks of earned vacation where
25 applicable. Such computation to be made only upon the anniversary date of current employment in
26 the classification.
27

28 K. SALARY AND INSURANCE

29 Salaries shall be contained in a salary schedule, subject to the following:

30
31 2010-11 and 2011-12 as shown in Appendices A-1, B-1, and C-1.

32
33 Board paid premiums for insurance coverage shall be in the amount per individual Bargaining Unit
34 Member, as agreed to in Appendices A-2, B-2, and C-2.

35
36 For, 2012-13 and 2013-14 salary (Appendices A-1, B-1, and C-1) and health insurance (Section A of
37 Appendices A-2, B-2, and C-2) shall be negotiated annually.
38
39
40

41 ARTICLE XV
42 DURATION AND RATIFICATION OF AGREEMENT
43

44 This Agreement shall be effective as of April 20, 2011, and shall continue in full force and effect through
45 June 30, 2014. No other wording contained within this Agreement will be open except in 2012-13 and 2013-
46 14 for the salary in Appendices A-1, B-1, and C-1, and health insurance in Appendices A-2, B-2, and C-2,
47 Section A, unless by written mutual agreement of the Board and BIO, and then only on each anniversary date
48 of the Agreement's effective date, with requests to open to be made by March 31 in any year. Negotiations of
49 the salary and health insurance shall begin no later than March 31 of any year. This Agreement shall
50 continue in effect for successive periods of one (1) year, unless, and until written notice of termination is
51 given by either party, between March 1, 2014, and March 31, 2014, or any subsequent anniversary of the
52 effective Agreement date after March 31, 2014.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives the date and year written here:


BRANCH INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION:



John Schroll, President



Daniel Ludlow, Vice President



Kenneth Norton, Secretary




Jack Faulkner, Treasurer



D. Lynn Mayer, Trustee

BRANCH INTERMEDIATE ORGANIZATION:



Jeryn Fredrick, President



Denise Parsell, Vice President



Troy Setser



James Hannon



Sheila Mather

BRANCH ISD/BIO MASTER AGREEMENT FOR NON-CERTIFIED EMPLOYEES

APPENDIX A-1

PARA-PROFESSIONALS
SALARY SCHEDULE

- A. All new employees shall be placed on a probationary period for ninety (90) regular working days. Employment in a program area as a substitute, former full-time BISD employees, or OJT student, may apply toward this probationary period, at administrative prerogative.

2010-2011 SCHEDULE

Effective for Staff Hired Before July 1, 2010

Base \$12.04 Hourly Rate

<u>Step</u>		
0 (Probation)	0.70	8.43
1	0.80	9.63
2	0.90	10.84
3	1.00	12.04
4	1.12	13.48
5	1.24	14.93
6	1.36	16.37
7	1.48	17.82

Specialized Work Steps (Special Ed. Nurses, Brailers, Interpreters)

8 (Nurse & Interpreter)	1.60	19.26
9 (Interpreter)	1.72	20.71

2010-2011 SCHEDULE

Effective for Staff Hired Or Rehired On Or After July 1, 2010

Vocational Ed Specified Below*/Interpreters
Brailers/Nurses

All Other Paraprofessionals**
Vocational and Special Education

Base \$12.04 Hourly Rate

Base \$12.04 Hourly Rate

<u>Step</u>		
0 (Probation)	1.00	12.04
1	1.05	12.64
2	1.10	13.24
3	1.15	13.85
4	1.20	14.45
5	1.25	15.05
6	1.30	15.65

<u>Step</u>		
0 (Probation)	0.70	8.43
1	0.76	9.15
2	0.82	9.87
3	0.88	10.60
4	0.94	11.32
5	1.00	12.04
6	1.06	12.76

*Voc Ed includes Auto Technologies, Electrical Technologies, Welding Eng. Tech., Collision Repair & Coat., CAD/CAM Engin. & Arch., Precision Machine, Criminal Justice/Law Enforce., Health Science, Computer Net. Tech., Building Trades, Attendance, Preschool Lab Advisor

** All other includes Voc Ed. Early Education, Education Academy, Culinary Arts/Hospitality Mgt., Business Mgt/Marketing/Tech., Environ. & Agricultural Science

Specialized Work Steps (Special Ed. Nurses, Brailers, Interpreters)

7 (Nurse & Interpreter)	1.50	18.06
8 (Interpreter)	1.60	19.26

For 2010-11, longevity payment of \$.10 per hour will be paid to Bargaining Unit Members with twenty (20) years or more of service with Branch ISD effective on the anniversary of their hire date.

2011-2012 SCHEDULE
Effective for Staff Hired Before July 1, 2010

Base \$12.16 Hourly Rate

<u>Step</u>		
0 (Probation)	0.70	8.51
1	0.80	9.73
2	0.90	10.94
3	1.00	12.16
4	1.12	13.62
5	1.24	15.08
6	1.36	16.54
7	1.48	18.00

Specialized Work Steps (Special Ed. Nurses, Brailers, Interpreters)

8 (Nurse & Interpreter)	1.60	19.46
9 (Interpreter)	1.72	20.92

2011-2012 SCHEDULE
Effective for Staff Hired Or Rehired On Or After July 1, 2010

Vocational Ed Specified Below*/Interpreters
Brailers/Nurses

All Other Paraprofessionals**
Vocational and Special Education

Base \$12.16 Hourly Rate

Base \$12.16 Hourly Rate

<u>Step</u>		
0 (Probation)	1.00	12.16
1	1.05	12.77
2	1.10	13.38
3	1.15	13.98
4	1.20	14.59
5	1.25	15.20
6	1.30	15.81

<u>Step</u>		
0 (Probation)	0.70	8.51
1	0.76	9.24
2	0.82	9.97
3	0.88	10.70
4	0.94	11.43
5	1.00	12.16
6	1.06	12.89

*Voc Ed includes Auto Technologies, Electrical Technologies, Welding Eng. Tech., Collision Repair & Coat., CAD/Engin. & Arch., Precision Machine, Criminal Justice/Law Enforce., Health Science, Computer Net. Tech., Building Trades, Attendance, Preschool Lab Advisor

** All other includes Voc Ed. Early Education, Education CAM Academy, Culinary Arts/Hospitality Mgt., Business Mgt/Marketing/Tech., Environ. & Agricultural Science

Specialized Work Steps (Special Ed. Nurses, Brailers, Interpreters)

7 (Nurse & Interpreter)	1.50	18.24
8 (Interpreter)	1.60	19.46

Starting with 2011-12, longevity payments will be paid to Bargaining Unit Members effective at the start of the fiscal year following the anniversary of the Bargaining Unit Member's date of hire when years of service with Branch ISD are achieved as follows:

Fifteen (15) to nineteen (19) years of service with Branch ISD	\$0.15 per hour
Twenty (20) to twenty-four (24) years of service with Branch ISD	\$0.20 per hour
Twenty-five (25) to twenty-nine (29) years of service with Branch ISD	\$0.25 per hour
Thirty (30) years or more service with Branch ISD	\$0.30 per hour

Specialized work steps will apply exclusively to Bargaining Unit Members who are performing specialized work. "Specialized work" is defined as performing duties as a nurse, interpreter, or Braille. The specialized work steps shall be applicable only when the Bargaining Unit Member is performing the specialized work. Holding a license to perform the specialized work does not necessarily entitle the Bargaining Unit Member to be placed on a specialized work step. For Bargaining Unit Members assigned to perform specialized work on a daily basis, the eligibility for the supplemental pay rate shall be determined annually or at other such times as a reassignment is made.

The two additional steps on the paraprofessional salary schedule are to be used exclusively for paraprofessionals performing specialized work.

Bargaining Unit Members performing duties as a nurse shall be paid at the rate of one step higher than his/her normal step placement. Bargaining Unit Members performing duties as an interpreter and/or Braille shall be paid at the rate two steps higher than his/her normal step placement.

- B. Probationary rate shall be at the "0" step, unless by administrative placement, based on college training and/or experience, which allows an employee placement at a regular step above one (1), not to exceed step five (5) in any case; then probationary rate shall be one (1) step lower on the salary schedule. Placement of employees hired on or after July 1, 2010 shall not be subject to the Step 5 limitation.
- C. There will be six (6) paid holidays as follows:
 - (1) Memorial Day
 - (2) Labor Day
 - (3) Thanksgiving Day
 - (4) Friday after Thanksgiving Day
 - (5) Christmas Day
 - (6) Good Friday

In order to be eligible for holiday pay, a Bargaining Unit Member must work, or be on an approved paid leave, the scheduled working day before, and the scheduled working day after, the holiday.

- D. Working hours shall be determined by the program. Normal working hours, which shall be posted by program and/or position for clarification, shall be a maximum of eight (8) hours. All workdays will be based on student attendance and in-service days. Bargaining Unit Members' pay shall be based on actual hours worked.
- E. Duties will be arranged and assigned by the program supervisor through the professional staff.
- F. Lunch periods are to be arranged. Duties may cover the regular student lunch periods. Work assignments requiring "on-call" duty during a lunch period will be paid.
- G. For the life of this Agreement, all regular full-time Bargaining Unit Members shall receive an

increment on July 1, providing forty (40) regular working days have been completed and full-time employment is attained by December 1 of the previous year.

- H. Regular full-time Bargaining Unit Members can arrange half-time employment with prior administrative approval. Half-time employment must be at least one-half ($\frac{1}{2}$) the time of the regular program assignment.
- I. Bargaining Unit Members, working on a school year schedule, who desire year-round pay for a contract year, shall notify the Payroll/Personnel Department, by signing a written agreement by no later than June 30th to be effective in the subsequent school year. If the Payroll/Personnel Department does not receive a request for year-round pay by the June 30th deadline, the bargaining unit member shall be paid in accordance with the usual pay schedule for hourly employees. This agreement will remain in effect from year to year unless canceled in writing prior to July 1 in order for the cancellation to be effective for the upcoming school year. Changing the timing of receiving pay during the school year will not be allowed. Salary for Bargaining Unit Members choosing year-round pay will be calculated in accordance with Administrative Rules and paid biweekly in twenty-six (26) installments effective with the first pay date in September. When there are twenty-seven payrolls in the one year period, September 1 through August 31, no pay shall be received on the first payroll of September, allowing the annual salary to be divided equally among the remaining twenty-six payrolls.

APPENDIX A-2

PARA-PROFESSIONALS
INSURANCE

A. HEALTH AND DENTAL INSURANCE (FLEXIBLE BENEFITS PLAN)

It is the responsibility of the Bargaining Unit Member to enroll during the appropriate enrollment period. The Board of Education shall pay the premium costs of coverages as follows:

For 2010-11, SET Ultra-Med Preferred Plan 1 (or equal) health insurance which includes preventive services without an annual dollar maximum, an annual medical deductible of \$150 for single coverage and \$300 for two-person and family coverage, and a co-payment on prescription drugs of \$10 for generic drugs and \$20 for brand name drugs.

Effective July 1, 2011, Blue Cross – Blue Shield of Michigan Flex Blue 3 Plan (or equal) health insurance with the Community Blue PPO Network. Bargaining unit members will be responsible for an annual deductible of \$200 for single coverage / \$400 for two-person and family coverage for in-network services. The Board will self-fund \$1,800 for single coverage / \$3,600 for two-person and family coverage of the \$2,000/\$4,000 deductible for in-network services. For out-of-network services bargaining unit members will be responsible for a \$4,000 single coverage /\$8,000 two-person and family annual deductible. For calendar year 2011, bargaining unit members will be responsible for annual deductible for in-network services not to exceed \$200 for single coverage / \$400 for two-person and family coverage. Prescription drug coverage will be self-insured by the Board with bargaining unit member co-payments of \$5/\$25/\$50. Maintenance prescription drugs will be available for two co-pays for a three months supply.

Bargaining unit members hired on or after July 1, 2004, who select two-person or family coverage shall be required through payroll deductions on a pre-tax basis using the section 125 cafeteria plan, to pay for the difference in the premium cost between the selected coverage level (two-person or family coverage) and the premium cost of single coverage, which the Board will pay in full for this group of bargaining unit members.

Effective July 1, 2011, bargaining unit members, hired prior to July 1, 2010, excluding bargaining unit members hired between July 1, 2004 and June 30, 2010 who select two person or family coverage, through payroll deductions on a pre-tax basis using the section 125 cafeteria plan, shall pay monthly \$30 for single health insurance coverage, \$40 for two-person health insurance coverage, and \$50 for family health insurance coverage.

Also included in Option 1 is SET Ultradent established (100/90/50) dental insurance with an annual maximum per participant per year of \$1,000, or equal, up through full family.

In lieu of the above option, under the Flexible Benefit Plan, the Bargaining Unit Member may elect one of the following:

Option 2: Prescription Drug - SET or equal
Dental plan (100/90/50) or equal
Cash incentives established by Board annually

Option 3: No health insurance
Dental plan (100/90/50) or equal
Cash incentives established by Board annually

Option 4: No health insurance
No dental insurance
Cash incentives established by Board annually

(Employee must furnish proof of alternate health coverage to qualify for cash incentives.)

In addition, under all options, the Bargaining Unit Member shall be eligible for electing the use of tax reduction benefits as provided by law for the following:

1. Medical Reimbursement Account (MRA)
2. Child Reimbursement Account (CRA)
3. Group Insurance Options (SET or equal)

A mutual effort shall be made by the BISD and BIO to pursue cost containment initiatives, which can be implemented at any time during the duration of this Agreement upon mutual acceptance.

B. TERM LIFE

The Board shall pay the premium cost of thirty thousand (\$30,000) term AD & D life insurance for each individual Bargaining Unit Member (inclusive of amount provided under health insurance). It is the responsibility of the Bargaining Unit Member to enroll during the appropriate enrollment period.

C. ANNUAL LEAVE AND SICK LEAVE DAYS

Each full-time, regular Bargaining Unit Member shall receive annual leave at the rate of one (1) day for each month worked. In addition, one (1) annual leave day will be granted each July 1. The Bargaining Unit Member must work and/or be on approved paid leave, daily in the previous month to receive the annual leave day.

Each Bargaining Unit Member shall be credited with the earned annual leave day on the first working day of each subsequent month.

Annual leave days may be taken by a Bargaining Unit Member for the following reasons and subject to the following conditions:

- (1) Annual leave days, for other than personal illness, shall not be taken the day prior to or following a scheduled holiday or vacation period unless on an emergency basis. Leave days for other than personal illness will not be granted on the first and last day of the school year unless on an emergency basis.
- (2) Annual leave of more than two consecutive days, for other than personal illness, must be submitted in writing to the Superintendent at least five (5) days in advance, except in emergency situations. Use is subject to Superintendent approval and is non-grievable.

At the end of the contract year, unused annual leave days shall become sick leave days.

Commencing July 1, 1978, the following provisions shall apply:

- (1) BISD shall establish a bank of accumulated days for each Bargaining Unit Member with unlimited accumulation during continuous employment with BISD.
- (2) From this bank, accumulated sick or annual leave days earned after July 1, 1978, may be exchanged for pay at the Bargaining Unit Member's regular pay rate, and established program hours. Payment will be made during, or near, one of the following program breaks:
 - (a) Christmas Break – not to exceed 10 days
 - (b) Spring Break – not to exceed 5 days
 - (c) In June after end of regular school year and in August prior to start of regular school year – not to exceed a total of 10 days

Procedure and dates for applying shall be determined by the BISD Business Office. Number of days exchanged at the Christmas and Spring breaks may not exceed the number of days in the break period, excluding Saturdays and Sundays.

- (3) Any Para-professional Bargaining Unit Member who terminates their employment with Branch ISD will be paid in full for all unused annual leave and sick leave days.

Also, if any Para-professional Bargaining Unit Member changes their position out of the Para-professional category, that Bargaining Unit Member will have the option of being paid in full for all unused annual leave and sick days, or transferring part or all of the days to another category within the non-certified classification, or up to a maximum of (20) days within the professional classification. Choosing to transfer annual leave and sick days relinquishes the right to be paid for these days at the time of transfer.

All sick days must be verified and approved by the Superintendent, or his/her designee. Sick leave is primarily for sickness of the Bargaining Unit Member, however, it is allowable to be used for illness of the Bargaining Unit Member's immediate household, and critical illness of the Bargaining Unit Member's mother, father, or adult children which requires the Bargaining Unit Member's personal attention and is justified to the satisfaction of the Superintendent.

Bargaining Unit Members must report sick days as follows:

- (a) Notify BISD, by phone, day of sickness.
- (b) Verify to BISD, on the approved form, the day returned to work.

BISD may require medical verification of any used sick day.

- D. Employees are not eligible for fringe benefits, other than insurance coverages, until completion of the probationary period. Health, dental, and life insurance premiums paid by BISD, will be effective as follows:

Commencing the first calendar day after completion of thirty (30) regular working days in the probationary period. Coverages will continue until the end of the month of the effective date of termination in cases of layoff, death, or voluntary termination with two weeks notice. In all other situations, coverages will end on the effective date of termination.

- E. Full-time, regular Bargaining Unit Members shall be defined as Bargaining Unit Members working the normal working hours for a position, not less than six (6) hours per day, that is equal to other similar positions with identical or similar duties and responsibilities. Full-time regular Bargaining Unit Members shall be eligible for full insurance benefits, as defined in this Appendix.

- F. Half-time, regular Bargaining Unit Members, shall be defined as Bargaining Unit Members working hours less than full-time but having at a minimum 50% of the hours per day worked by a full-time position with similar duties and responsibilities. Half-time regular Bargaining Unit Members shall be eligible for BISD payment of one-half (1/2) of normal insurance premiums, subject to carrier requirements and one-half (1/2) of other benefits for the classification. The Bargaining Unit Members shall be responsible for the other half (1/2) of the premium.

No fringe benefits will be granted to any Bargaining Unit Member working less than 17.5 hours per week.

Availability of fringe benefits will not be extended beyond these parameters regardless of any insurance company's willingness to provide coverage or the Bargaining Unit Member's willingness to pay for insurance coverage.

- G. All insurance coverage is subject to the underwriting rules and regulations of the selected carrier.

APPENDIX B-1

CLERICAL/AUXILIARY/TECHNICAL
SALARY SCHEDULE

- A. All new employees shall be placed on a probationary period for ninety (90) working days. Employment in a program area as a former full-time BISD employee or an OJT student, may apply toward this probationary period, at administrative prerogative.

2010-2011 SCHEDULE

Effective for Staff Hired Before July 1, 2010

Base \$9.61 Hourly Rate

<u>Step</u>	<u>Clerk/Typist</u>		<u>Clerical/Auxiliary</u>		<u>Auxiliary/Technical</u>	
0 (Probation)	0.95	9.13	1.13	10.86	1.31	12.59
1	1.00	9.61	1.18	11.34	1.36	13.07
2	1.06	10.19	1.24	11.92	1.42	13.65
3	1.12	10.76	1.30	12.49	1.48	14.22
4	1.18	11.34	1.36	13.07	1.54	14.80
5	1.24	11.92	1.42	13.65	1.60	15.38
6			1.48	14.22	1.66	15.95
7			1.54	14.80	1.72	16.53
8			1.60	15.38	1.78	17.11
9			1.66	15.95	1.86	17.87

2010-2011 SCHEDULE

Effective for Staff Hired Or Rehired On Or After July 1, 2010

Base \$9.61 Hourly Rate

<u>Step</u>	<u>Clerical/Auxiliary</u>		<u>Auxiliary/Technical</u>	
0 (Probation)	0.95	9.13	1.13	10.86
1	1.00	9.61	1.18	11.34
2	1.06	10.19	1.24	11.92
3	1.12	10.76	1.30	12.49
4	1.18	11.34	1.36	13.07
5	1.24	11.92	1.42	13.65
6			1.48	14.22
7			1.54	14.80
8			1.60	15.38
9			1.66	15.95

For 2010-11a longevity payment of \$.10 per hour will be paid to Bargaining Unit Members with twenty (20) years or more of service with Branch ISD effective on the anniversary of their hire date.

Even though there are multiple payscales within this classification, for seniority purposes it is one classification, even though an employee may move among the payscales.

2011-2012 SCHEDULE
Effective for Staff Hired Before July 1, 2010

Base \$9.71 Hourly Rate

<u>Step</u>	<u>Clerk/Typist</u>		<u>Clerical/Auxiliary</u>		<u>Auxiliary/Technical</u>	
0 (Probation)	0.95	9.22	1.13	10.97	1.31	12.72
1	1.00	9.71	1.18	11.46	1.36	13.21
2	1.06	10.29	1.24	12.04	1.42	13.79
3	1.12	10.88	1.30	12.62	1.48	14.37
4	1.18	11.46	1.36	13.21	1.54	14.95
5	1.24	12.04	1.42	13.79	1.60	15.54
6			1.48	14.37	1.66	16.12
7			1.54	14.95	1.72	16.70
8			1.60	15.54	1.78	17.28
9			1.66	16.12	1.86	18.06

2011-2012 SCHEDULE
Effective for Staff Hired Or Rehired On Or After July 1, 2010

Base \$9.71 Hourly Rate

<u>Step</u>	<u>Clerical/Auxiliary</u>		<u>Auxiliary/Technical</u>	
0 (Probation)	0.95	9.22	1.13	10.97
1	1.00	9.71	1.18	11.46
2	1.06	10.29	1.24	12.04
3	1.12	10.88	1.30	12.62
4	1.18	11.46	1.36	13.21
5	1.24	12.04	1.42	13.79
6			1.48	14.37
7			1.54	14.95
8			1.60	15.54
9			1.66	16.12

Starting with 2011-12, longevity payments will be paid to Bargaining Unit Members effective at the start of the fiscal year following the anniversary of the Bargaining Unit Member's date of hire when years of service with Branch ISD are achieved as follows:

Fifteen (15) to nineteen (19) years of service with Branch ISD	\$0.15 per hour
Twenty (20) to twenty-four (24) years of service with Branch ISD	\$0.20 per hour
Twenty-five (25) to twenty-nine (29) years of service with Branch ISD	\$0.25 per hour
Thirty (30) years or more service with Branch ISD	\$0.30 per hour

Even though there are multiple payscales within this classification, for seniority purposes it is one classification, even though an employee may move among the payscales.

- B. Probationary rate shall be at the "0" step, unless by administrative placement, based on training and/or experience which allows an employee placement at a regular step above one (1), then probationary rate shall be one step lower on the salary schedule.

- C. A full-time, year-round, regular Bargaining Unit Member (one working 52 weeks a year, minimum of 6 hours a day) shall be eligible for paid vacation at the convenience of the program, as approved by the administration as follows:

Computed from date of full-time employment:

Two (2) weeks, after one (1) year.

Three (3) weeks, after five (5) years.

Four (4) weeks, after fifteen (15) years.

Vacations must be used in the year following eligibility except under extraordinary circumstances, when pre-approved in writing by the administration, a grace period for vacation use will be granted.

If a Bargaining Unit Member with ten (10) or more years of clerical / auxiliary / technical seniority does not use all his/her vacation days during his/her seniority year, he/she will be given the option to exchange vacation days, not to exceed five (5) days per year, for pay based on the Bargaining Unit Members' current hourly rate of pay. The Bargaining Unit Member must notify the Payroll Office in writing on or before his/her anniversary date of full-time employment of his/her intention to exchange vacation days for pay. Payment will be made on the payday that includes the anniversary date of full-time employment.

Any vacation time not used or exchanged for pay will be forfeited.

Terminating Bargaining Unit Members shall be paid for prorated unused vacation providing:

- (1) A minimum of one year of employment is completed.
- (2) The termination is voluntary or due to death or layoff.
- (3) A minimum of two weeks notice is given to the BISD except in the case of death or layoff.

- D. For Bargaining Unit Members working a year-round (more than 230 days) calendar, there will be eleven (11) paid holidays as follows:

- (1) New Year's Day + 1 day
- (2) Good Friday
- (3) Memorial Day
- (4) Independence Day
- (5) Labor Day
- (6) Thanksgiving Day
- (7) Friday after Thanksgiving Day
- (8) Christmas Day + 1 day
- (9) Floating Holiday (selected by the Bargaining Unit Member with supervisor approval)

The additional paid holidays associated with Christmas and New Year's Day will be as follows:

CHRISTMAS AND NEW YEAR'S ON:	ADDITIONAL HOLIDAY WILL BE:
Monday	Full-day Tuesday
Tuesday	Full-day Monday
Wednesday	Full-day Tuesday
Thursday	Full-day Friday
Friday	Full-day Thursday
Saturday (BISD holiday on Fri.)	Full-day Thursday
Sunday (BISD holiday on Mon.)	Full-day Friday

For Bargaining Unit Members whose regular work assignment length, not including supplemental work assignments, approximates the length of the normal school year (190 days), there will be eight (8) paid holidays*:

- 1) New Year's Day
- 2) Good Friday
- 3) Memorial Day
- 4) Labor Day
- 5) Thanksgiving Day
- 6) Friday after Thanksgiving Day
- 7) Christmas Day
- 8) Floating Holiday (selected by the Bargaining Unit Member with supervisor approval)

* No other holidays are included except those eight (8) enumerated above.

In order to be eligible for holiday pay, a Bargaining Unit Member must work, or be on approved paid leave, the scheduled working day before and the scheduled working day after the holiday. If a paid holiday falls in the middle of a Bargaining Unit Member's vacation, the Bargaining Unit Member shall not receive double pay, or extra time for such a holiday.

- E. Working hours shall be determined by the program. Normal working hours, which shall be posted by program and/or position for clarification, shall be a maximum of eight (8), five (5) days weekly.

Ten cents (\$.10) per hour differential for the entire shift will be paid providing five (5) hours of the shift fall between 6:00 p.m. and 6:00 a.m. Bargaining Unit Members' pay shall be based on actual hours worked.

- F. Overtime is permitted in emergencies, with the approval of the administration. Overtime will be paid at the rate of time and one/half (1½) of regular hourly rate after forty (40) hours in any one week.

- G. For the life of this Agreement, all regular, full-time Bargaining Unit Members shall receive an increment on July 1, providing forty (40) regular working days have been completed, and full-time employment is attained by December 1 of the previous year.

APPENDIX B-2

CLERICAL/AUXILIARY/TECHNICAL
INSURANCE

A. HEALTH AND DENTAL INSURANCE (FLEXIBLE BENEFITS PLAN)

It is the responsibility of the Bargaining Unit Member to enroll during the appropriate enrollment period. The Board of Education shall pay the premium costs of coverages as follows:

For 2010-11, SET Ultra-Med Preferred Plan 1 (or equal) health insurance which includes preventive services without an annual dollar maximum, an annual medical deductible of \$150 for single coverage and \$300 for two-person and family coverage, and a co-payment on prescription drugs of \$10 for generic drugs and \$20 for brand name drugs.

Effective July 1, 2011, Blue Cross – Blue Shield of Michigan Flex Blue 3 Plan (or equal) health insurance with the Community Blue PPO Network. Bargaining unit members will be responsible for an annual deductible of \$200 for single coverage / \$400 for two-person and family coverage for in-network services. The Board will self-fund \$1,800 for single coverage / \$3,600 for two-person and family coverage of the \$2,000/\$4,000 deductible for in-network services. For out-of-network services bargaining unit members will be responsible for a \$4,000 single coverage /\$8,000 two-person and family annual deductible. For calendar year 2011, bargaining unit members will be responsible for annual deductible for in-network services not to exceed \$200 for single coverage / \$400 for two-person and family coverage. Prescription drug coverage will be self-insured by the Board with bargaining unit member co-payments of \$5/\$25/\$50. Maintenance prescription drugs will be available for two co-pays for a three months supply.

Bargaining unit members hired on or after July 1, 2004, who select two-person or family coverage shall be required through payroll deductions on a pre-tax basis using the section 125 cafeteria plan, to pay for the difference in the premium cost between the selected coverage level (two-person or family coverage) and the premium cost of single coverage, which the Board will pay in full for this group of bargaining unit members.

Effective July 1, 2011, bargaining unit members, hired prior to July 1, 2010, excluding bargaining unit members hired between July 1, 2004 and June 30, 2010 who select two person or family coverage, through payroll deductions on a pre-tax basis using the section 125 cafeteria plan, shall pay monthly \$30 for single health insurance coverage, \$40 for two-person health insurance coverage, and \$50 for family health insurance coverage.

Also included in Option 1 is SET Ultradent established (100/90/50) dental insurance with an annual maximum per participant per year of \$1,000, or equal, up through full family.

In lieu of the above option, under the Flexible Benefit Plan, the Bargaining Unit Member may elect one of the following:

Option 2: Prescription Drug - SET or equal
Dental plan (100/90/50) or equal
Cash incentives established by Board annually

Option 3: No health insurance
Dental plan (100/90/50) or equal
Cash incentives established by Board annually

Option 4: No health insurance
No dental insurance
Cash incentives established by Board annually

(Employee must furnish proof of alternate health coverage to qualify for cash incentives.)

In addition, under all options, the Bargaining Unit Member shall be eligible for electing the use of tax reduction benefits as provided by law for the following:

1. Medical Reimbursement Account (MRA)
2. Child Reimbursement Account (CRA)
3. Group Insurance Options (SET or equal)

A mutual effort shall be made by the BISD and BIO to pursue cost containment initiatives, which can be implemented at any time during the duration of this Agreement upon mutual acceptance.

B. TERM LIFE

The Board shall pay the premium cost of thirty thousand (\$30,000) term AD & D life insurance for each individual Bargaining Unit Member (inclusive of amount provided under health insurance). It is the responsibility of the Bargaining Unit Member to enroll during the appropriate enrollment period.

C. ANNUAL LEAVE AND SICK LEAVE DAYS

Each full-time, regular Bargaining Unit Member shall receive annual leave at the rate of one (1) day for each month worked. In addition, one (1) annual leave day will be granted each July 1. The Bargaining Unit Member must work and/or be on approved paid leave, daily in the previous month to receive the annual leave day.

Each Bargaining Unit Member shall be credited with the earned annual leave day on the first working day of each subsequent month.

Annual leave days may be taken by a Bargaining Unit Member for the following reasons and subject to the following conditions:

- (1) Annual leave days, for other than personal illness, shall not be taken the day prior to or following a scheduled holiday or vacation period unless on an emergency basis. Leave days for other than personal illness will not be granted on the first and last day of the school year unless on an emergency basis.
- (2) Annual leave of more than two consecutive days, for other than personal illness, must be submitted in writing to the Superintendent at least five (5) days in advance, except in emergency situations. Use is subject to Superintendent approval and is non-grievable.

At the end of the contract year, unused annual leave days shall become sick leave days.

Commencing July 1, 1978, BISD shall establish a bank of accumulated days for each Bargaining Unit Member with unlimited accumulation during continuous employment with BISD, to be built upon record of accumulated days as of June 30, 1978. Bargaining Unit Members hired on or after July 1, 2010 shall have a maximum sick leave accumulation of 130 days.

All sick days used must be verified and approved by the Superintendent, or his/her designee. Sick leave is primarily for sickness of the Bargaining Unit Member, however, it is allowable to be used for illness of the Bargaining Unit Member's immediate household, and critical illness of the Bargaining Unit Member's mother, father, or adult children which requires the Bargaining Unit Member's personal attention and is justified to the satisfaction of the Superintendent.

Bargaining Unit Members must report sick days as follows:

- (1) Notify BISD, by phone, day of sickness.
- (2) Verify to BISD, on the approved form, the day returned to work. BISD may require medical verification of any used sick day.

Bargaining Unit Members retiring under the provisions of the Michigan Public School Employees Retirement System, who have fifteen (15) years or more seniority with BISD, shall be paid at the time of termination of employment with BISD for 50% of unused annual leave and sick leave days at the rate of 50% of the step 1 rate in the payscale in which they had been paid immediately prior to retirement.

The beneficiary of a Bargaining Unit Member with fifteen (15) years or more seniority with BISD, who dies while employed with BISD, shall be paid for 50% of unused annual leave and sick leave days at the rate of 50% of the step 1 rate in the payscale in which they had been paid immediately prior to death. The beneficiary will be the same as designated for district paid term life insurance per Appendix B-2 B.

- D. Employees are not eligible for fringe benefits, other than insurance coverages, until completion of the probationary period. Health, dental, and life insurance premiums paid by BISD, will be effective as follows:

Commencing the first calendar day after completion of thirty (30) regular working days in the probationary period. Coverages will continue until the end of the month of the effective date of termination in cases of layoff, death, or voluntary termination with two weeks notice. In all other situations, coverages will end on the effective date of termination.

- E. Full-time regular Bargaining Unit Members shall be defined as Bargaining Unit Members working the normal working hours for a position, not less than six (6) hours per day, that is equal to other similar positions with identical or similar duties and responsibilities. Full-time regular Bargaining Unit Members shall be eligible for full insurance benefits, as defined in this Appendix.
- F. Half-time, regular Bargaining Unit Members, shall be defined as Bargaining Unit Members working hours less than full-time but having at a minimum 50% of the hours per day worked by a full-time position with similar duties and responsibilities. Half-time regular Bargaining Unit Members shall be eligible for BISD payment of one-half (1/2) of normal insurance premiums, subject to carrier requirements and one-half (1/2) of other benefits for the classification. The Bargaining Unit Members shall be responsible for the other half (1/2) of the premium.

No fringe benefits will be granted to any Bargaining Unit Member working less than 17.5 hours per week.

Availability of fringe benefits will not be extended beyond these parameters regardless of any insurance company's willingness to provide coverage or the Bargaining Unit Member's willingness to pay for insurance coverage.

- G. All insurance coverage is subject to the underwriting rules and regulations of the selected carrier.

APPENDIX C-1

CUSTODIAL/MAINTENANCE
SALARY SCHEDULE

- A. All new employees shall be placed on a probationary period for ninety (90) working days. Former full-time BISD employment may apply toward this probationary period, at administrative prerogative.

2010-2011 SCHEDULE

Effective for Staff Hired Before July 1, 2010

Base \$12.89 Hourly Rate

Step	Custodian (Regular)		Custodian (Night**)		Custodian (Head*)		Asst.Maint./ Grounds		Lead Maint.	
0 (Probation)	0.90	11.60	0.92	11.86	0.95	12.25	1.15	14.82	1.50	19.34
1	1.00	12.89	1.02	13.15	1.05	13.53	1.25	16.11	1.58	20.37
2	1.12	14.44	1.14	14.69	1.17	15.08	1.40	18.05	1.66	21.40
3	1.28	16.50	1.30	16.76	1.33	17.14	1.50	19.34	1.76	22.69

2010-2011 SCHEDULE

Effective for Staff Hired Or Rehired On Or After July 1, 2010

Base \$12.89 Hourly Rate

Step	Custodian (Regular)		Custodian (Night**)		Custodian (Head*)/Grounds		Lead Maint.	
0 (Probation)	0.90	11.60	0.92	11.86	0.95	12.25	1.50	19.34
1	1.00	12.89	1.02	13.15	1.05	13.53	1.58	20.37
2	1.06	13.66	1.08	13.92	1.11	14.31	1.66	21.40
3	1.12	14.44	1.14	14.69	1.17	15.08	1.76	22.69
4	1.20	15.47	1.22	15.73	1.25	16.11		

Bargaining unit members employed as night custodians on July 1, 1997, shall be grandfathered to an hourly rate based on a factor of 1.32 (\$17.01).

For 2010-11a longevity payment of \$.10 per hour will be paid to Bargaining Unit Members with twenty (20) years or more of service with Branch ISD effective on the anniversary of their hire date.

2011-2012 SCHEDULE

Effective for Staff Hired Before July 1, 2010

Base \$13.02 Hourly Rate

Step	Custodian (Regular)		Custodian (Night**)		Custodian (Head*)		Asst.Maint./ Grounds		Lead Maint.	
0 (Probation)	0.90	11.72	0.92	11.98	0.95	12.37	1.15	14.97	1.50	19.53
1	1.00	13.02	1.02	13.28	1.05	13.67	1.25	16.28	1.58	20.57
2	1.12	14.58	1.14	14.84	1.17	15.23	1.40	18.23	1.66	21.61
3	1.28	16.67	1.30	16.93	1.33	17.32	1.50	19.53	1.76	22.92

2011-2012 SCHEDULE

Effective for Staff Hired Or Rehired On Or After July 1, 2010

Base \$13.02 Hourly Rate

Step	Custodian (Regular)		Custodian (Night**)		Custodian (Head*)/Grounds		Lead Maint.	
0 (Probation)	0.90	11.72	0.92	11.98	0.95	12.37	1.50	19.53
1	1.00	13.02	1.02	13.28	1.05	13.67	1.58	20.57
2	1.06	13.80	1.08	14.06	1.11	14.45	1.66	21.61
3	1.12	14.58	1.14	14.84	1.17	15.23	1.76	22.92
4	1.20	15.62	1.22	15.88	1.25	16.28		

Bargaining unit members employed as night custodians on July 1, 1997, shall be grandfathered to an hourly rate based on a factor of 1.32 (\$17.19).

Starting with 2011-12, longevity payments will be paid to Bargaining Unit Members effective at the start of the fiscal year following the anniversary of the Bargaining Unit Member's date of hire when years of service with Branch ISD are achieved as follows:

Fifteen (15) to nineteen (19) years of service with Branch ISD	\$0.15 per hour
Twenty (20) to twenty-four (24) years of service with Branch ISD	\$0.20 per hour
Twenty-five (25) to twenty-nine (29) years of service with Branch ISD	\$0.25 per hour
Thirty (30) years or more service with Branch ISD	\$0.30 per hour

*Head - meeting the following criteria:

- (1) Has primary responsibility for the sanitation, health, and safety requirements of a designated major BISD facility as assigned by the administration.
- (2) Has input into the purchase of supplies and equipment for their facility as well as responsibility for care, use, and inventory of these items.
- (3) Will provide custodial training for students as requested by the administration.
- (4) Directs other custodians assigned to their facility and has input into evaluations.
- (5) Attends planning sessions with facility administrator and supervisor of maintenance as required.

Note: Head custodian positions will be reviewed prior to September 1 of each year by the administration to determine individuals eligible to receive the rate.

**Night - five (5) hours of shift fall between 6:00 p.m. and 6:00 a.m.

- B. Probationary rate shall be at the "0" step, unless by administrative placement based on training and/or experience which allows an employee placement at a regular step above one (1), then probationary rate shall be one step lower on the salary schedule.
- C. A full-time, year-round, regular Bargaining Unit Member (one working 52 weeks a year, minimum of 6 hours a day) shall be eligible for paid vacation at the convenience of the program, as approved by the administration as follows:

Computed from date of full-time employment:

Two (2) weeks, after one (1) year.

Three (3) weeks, after five (5) years.

Four (4) weeks, after fifteen (15) years.

Vacations must be used in the year following eligibility, except under extraordinary circumstances, when pre-approved in writing by the administration, a grace period for vacation use will be granted.

If a Bargaining Unit Member with ten (10) or more years of custodial/maintenance seniority does not use all his/her vacation days during his/her seniority year, he/she will be given the option to exchange vacation days, not to exceed five (5) days per year, for pay based on the Bargaining Unit Members' current hourly rate of pay. The Bargaining Unit Member must notify the Payroll Office in writing on or before his/her anniversary date of full-time employment of his/her intention to exchange vacation days for pay. Payment will be made on the payday that includes the anniversary date of full-time employment.

Any vacation time not used or exchanged for pay will be forfeited.

Terminating Bargaining Unit Members shall be paid for prorated unused vacation providing:

- (1) A minimum of one year of employment is completed.
- (2) The termination is voluntary or due to death or layoff.
- (3) A minimum of two weeks notice is given to the BISD except in the case of death or layoff.

D. There will be ten (10) paid holidays as follows:

- (1) New Year's Day + 1 day
- (2) Good Friday
- (3) Memorial Day
- (4) Independence Day
- (5) Labor Day
- (6) Thanksgiving Day
- (7) Friday after Thanksgiving Day
- (8) Christmas Day + 1 day

The additional paid holidays associated with Christmas and New Year's Day will be as follows:

CHRISTMAS AND NEW YEAR'S ON:	ADDITIONAL HOLIDAY WILL BE:
Monday	Full-day Tuesday
Tuesday	Full-day Monday
Wednesday	Full-day Tuesday
Thursday	Full-day Friday
Friday	Full-day Thursday
Saturday (BISD holiday on Fri.)	Full-day Thursday
Sunday (BISD holiday on Mon.)	Full-day Friday

In order to be eligible for holiday pay, a Bargaining Unit Member must work, or be on approved paid leave, the scheduled working day before and the scheduled working day after the holiday. If a holiday falls in the middle of a Bargaining Unit Member's vacation, the Bargaining Unit Member shall not receive double pay, or extra time for such a holiday.

E. Working hours shall be determined by the program. Normal working hours, which shall be posted by program and/or position for clarification, shall be a maximum of eight (8), and five (5) days weekly. Bargaining Unit Members' pay shall be based on hours worked.

- F. Overtime is permitted in emergencies, with the approval of the administration. Overtime will be paid at the rate of time and one/half (1½) of regular hourly rate after forty (40) hours in any one week.
- G. For the life of this Agreement, all regular, full-time Bargaining Unit Members shall receive an increment on July 1, providing forty (40) regular working days have been completed, and full-time employment is attained by December 1 of the previous year.
- H. Three (3) sets of work clothes (selected by supervisor) will be provided by the Board yearly. Maintenance of clothing will be by the individual Bargaining Unit Member. Supervisor may require the wearing of these work clothes on duty.
- I. Training conferences will be paid by the Board, if required by the administration.
- J. Seniority shall cover the custodial staff as follows:
 - (1) Custodial openings will be posted pursuant to Article VIII. Bargaining Unit Members currently in a custodial classification will be given the position if qualified.
 - (2) Custodial openings filled by current Bargaining Unit Members will be based on longevity determined by date of employment: (1st) in custodial classification; or (2nd) with BISD; or, (3rd) drawing by lots.
 - (3) There will be a forty (40) calendar day trial period for current Bargaining Unit Members filling an opening. If the Bargaining Unit Member is evaluated as unsatisfactory during this trial period, he/she will be reinstated to previous position, which will automatically layoff the person hired to fill his/her previous position.
 - (4) Seniority will rule in all cases.
- K. Qualifications for maintenance classification shall be established by administration based on specialized training and experience.

APPENDIX C-2

CUSTODIAL/MAINTENANCE
INSURANCE

A. HEALTH AND DENTAL INSURANCE (FLEXIBLE BENEFITS PLAN)

It is the responsibility of the Bargaining Unit Member to enroll during the appropriate enrollment period. The Board of Education shall pay the premium costs of coverages as follows:

For 2010-11, SET Ultra-Med Preferred Plan 1 (or equal) health insurance which includes preventive services without an annual dollar maximum, an annual medical deductible of \$150 for single coverage and \$300 for two-person and family coverage, and a co-payment on prescription drugs of \$10 for generic drugs and \$20 for brand name drugs.

Effective July 1, 2011, Blue Cross – Blue Shield of Michigan Flex Blue 3 Plan (or equal) health insurance with the Community Blue PPO Network. Bargaining unit members will be responsible for an annual deductible of \$200 for single coverage / \$400 for two-person and family coverage for in-network services. The Board will self-fund \$1,800 for single coverage / \$3,600 for two-person and family coverage of the \$2,000/\$4,000 deductible for in-network services. For out-of-network services bargaining unit members will be responsible for a \$4,000 single coverage /\$8,000 two-person and family annual deductible. For calendar year 2011, bargaining unit members will be responsible for annual deductible for in-network services not to exceed \$200 for single coverage / \$400 for two-person and family coverage. Prescription drug coverage will be self-insured by the Board with bargaining unit member co-payments of \$5/\$25/\$50. Maintenance prescription drugs will be available for two co-pays for a three months supply.

Bargaining unit members hired on or after July 1, 2004, who select two-person or family coverage shall be required through payroll deductions on a pre-tax basis using the section 125 cafeteria plan, to pay for the difference in the premium cost between the selected coverage level (two-person or family coverage) and the premium cost of single coverage, which the Board will pay in full for this group of bargaining unit members.

Effective July 1, 2011, bargaining unit members, hired prior to July 1, 2010, excluding bargaining unit members hired between July 1, 2004 and June 30, 2010 who select two person or family coverage, through payroll deductions on a pre-tax basis using the section 125 cafeteria plan, shall pay monthly \$30 for single health insurance coverage, \$40 for two-person health insurance coverage, and \$50 for family health insurance coverage.

Also included in Option 1 is SET Ultradent established (100/90/50) dental insurance with an annual maximum per participant per year of \$1,000, or equal, up through full family.

In lieu of the above option, under the Flexible Benefit Plan, the Bargaining Unit Member may elect one of the following:

Option 2: Prescription Drug - SET or equal
Dental plan (100/90/50) or equal
Cash incentives established by Board annually

Option 3: No health insurance
Dental plan (100/90/50) or equal
Cash incentives established by Board annually

Option 4: No health insurance
No dental insurance
Cash incentives established by Board annually

(Employee must furnish proof of alternate health coverage to qualify for cash incentives.)

In addition, under all options, the Bargaining Unit Member shall be eligible for electing the use of tax reduction benefits as provided by law for the following:

1. Medical Reimbursement Account (MRA)
2. Child Reimbursement Account (CRA)
3. Group Insurance Options (SET or equal)

A mutual effort shall be made by the BISD and BIO to pursue cost containment initiatives, which can be implemented at any time during the duration of this Agreement upon mutual acceptance.

B. TERM LIFE

The Board shall pay the premium cost of thirty thousand (\$30,000) term AD & D life insurance for each individual Bargaining Unit Member (inclusive of amount provided under health insurance). It is the responsibility of the Bargaining Unit Member to enroll during the appropriate enrollment period.

C. LONG TERM DISABILITY

The Board shall pay the premium cost of a disability insurance plan, which meets the following requirements:

Benefit replacement percentage	66.67%
Maximum monthly benefit	\$5,000
Minimum monthly benefit	\$50
Elimination period	1 month
Benefit duration	to age 65, with a reducing benefit duration schedule applying when the age of disability onset is 60 or over
Pre-existing condition limitation	applies to Bargaining Unit Members hired after the initial effective date of the disability plan

D. ANNUAL LEAVE AND SICK LEAVE DAYS

Each full-time, regular Bargaining Unit Member shall receive annual leave at the rate of one (1) day for each month worked. In addition, one (1) annual leave day will be granted each July 1. The Bargaining Unit Member must work and/or be on approved paid leave, daily in the previous month to receive the annual leave day.

Each Bargaining Unit Member shall be credited with the earned annual leave day on the first working day of each subsequent month.

Annual leave days may be taken by a Bargaining Unit Member for the following reasons and subject to the following conditions:

- (1) Annual leave days, for other than personal illness, shall not be taken the day prior to or following a scheduled holiday or vacation period unless on an emergency basis. Leave days for other than personal illness will not be granted on the first and last day of the school year unless on an emergency basis.
- (2) Annual leave of more than two consecutive days, for other than personal illness, must be submitted in writing to the Superintendent at least five (5) days in advance, except in emergency situations. Use is subject to Superintendent approval and is non-grievable.

At the end of the contract year, unused annual leave days shall become sick leave days. The total number of annual leave days and accumulated sick leave days shall not exceed sixty (60) days. Long Term disability must be utilized upon eligibility.

All sick days used must be verified and approved by the Superintendent, or his/her designee. Sick leave is primarily for sickness of the Bargaining Unit Member, however, it is allowable to be used for illness of the Bargaining Unit Member's immediate household, and critical illness of the Bargaining Unit Member's mother, father, or adult children which requires the Bargaining Unit Member's personal attention and is justified to the satisfaction of the Superintendent. Bargaining Unit Members must report sick days as follows:

- (1) Notify BISD, by phone, day of sickness.
- (2) Verify to BISD, on the approved form, the day returned to work

BISD may require verification of any sick day.

Bargaining Unit Members retiring under the provisions of the Michigan Public Employees Retirement System, who have fifteen (15) years or more seniority with BISD, shall be paid at the time of termination of employment with BISD for unused annual leave and sick leave days in excess of 30 accumulated days at 50% of the step 1 rate in the payscale in which they had been paid immediately prior to retirement.

The beneficiary of a Bargaining Unit Member with fifteen (15) years or more seniority with BISD, who dies while employed with BISD, shall be paid for unused annual leave and sick leave days in excess of 30 accumulated days at 50% of the step 1 rate in the payscale in which they had been paid immediately prior to death. The beneficiary will be the same as designated for district paid term life insurance per Appendix C-2 B.

- E. Employees are not eligible for fringe benefits, other than insurance coverages, until completion of the probationary period.

Health, dental, disability, and life insurance premiums paid by BISD will be effective as follows:

Commencing the first calendar day after completion of thirty (30) regular working days in the probationary period. Coverages will continue until the end of the month of the effective date of termination in cases of layoff, death, or voluntary termination with two weeks notice. In all other situations, coverages will end on the effective date of termination.

- F. Full time regular Bargaining Unit Members shall be defined as Bargaining Unit Members working the normal working hours for a position, not less than six (6) hours per day, that is equal to other similar positions with identical or similar duties and responsibilities. Full-time regular Bargaining Unit Members shall be eligible for full insurance benefits, as defined in this Appendix.
- G. Half-time, regular Bargaining Unit Members, shall be defined as Bargaining Unit Members working hours less than full-time but having at a minimum 50% of the hours per day worked by a full-time position with similar duties and responsibilities. Half-time regular Bargaining Unit Members shall be eligible for BISD payment of one-half ($\frac{1}{2}$) of normal insurance premiums, excluding long-term disability which is not available to half-time regular Bargaining Unit Members, subject to carrier requirements and one-half ($\frac{1}{2}$) of other benefits for the classification. The Bargaining Unit Members shall be responsible for the other half ($\frac{1}{2}$) of the premium.

No fringe benefits will be granted to any Bargaining Unit Member working less than 17.5 hours per week.

Availability of fringe benefits will not be extended beyond these parameters regardless of any insurance company's willingness to provide coverage or the Bargaining Unit Member's willingness to pay for insurance coverage.

- H. All insurance coverage is subject to the underwriting rules and regulations of the selected carrier.