

6/30/99

MASTER AGREEMENT

BETWEEN THE

BRANCH INTERMEDIATE SCHOOL DISTRICT  
BOARD OF EDUCATION

AND THE

BRANCH INTERMEDIATE ORGANIZATION, INC.

FOR

CERTIFIED EMPLOYEES

1994 - 1999

*Branch Intermediate School District*

THE UNIVERSITY OF CHICAGO  
LIBRARY  
540 EAST 57TH STREET  
CHICAGO, ILL. 60637



## PREFACE

This agreement is made and entered into this 23rd day of June, 1994, by and between the Board of Education of the Branch Intermediate School District (hereinafter referred to as the Board), a legal organization under the laws of the State of Michigan, and Branch Intermediate Organization, Incorporated, (hereinafter referred to as BIO), a voluntary, incorporated organization.

Pursuant to the requirements of Public Act 379 of the Michigan Public Acts of 1965, 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 the 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.

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1 ARTICLE I  
2 RECOGNITION

3  
4 A. The Board hereby recognizes BIO as the exclusive bargaining  
5 representative for all full-time and part-time, ongoing  
6 program-employed, state-approved, certified personnel under  
7 annual contract, including:

8  
9 teachers, consultants, counselors, program managers,  
10 nonadministrative coordinators, school psychologists,  
11 speech therapists, social workers, media specialists,  
12 Bachelor or degree registered therapists, Bachelor or  
13 degree registered nurses, BA or MA registered physical  
14 therapists (with 2½% pay differential);

15  
16 but excluding all executive, supervisory, administrative  
17 secretarial, confidential, noncertified, temporary (working  
18 more than day-to-day for a specified job or predetermined time  
19 span), per diem substitute (working for a regular employee who  
20 is absent), restricted fund program personnel (such as Head  
21 Start), persons employed to serve several intermediate school  
22 districts, and all others not listed above.

23  
24 B. The BIO President shall be provided a list of all BISD  
25 personnel by position and assignment so excluded from the  
26 Master Agreement at the beginning of each school year  
27 (October 1). BIO shall have until November 1 to challenge the  
28 accuracy of this list. Specific named employees excluded from  
29 the contract may be referred to the Joint Committee.

30  
31  
32 ARTICLE II  
33 BIO RIGHTS AND RESPONSIBILITIES

34  
35 A. BUILDING USE

36  
37 BIO may use meeting room facilities with prior written  
38 administrative approval for the purpose of holding meetings  
39 of BIO, or conducting BIO business. In the absence of a  
40 custodial person, BIO is responsible for making sure that the  
41 building is left locked, clean, and in its original condition.

42  
43 B. INFORMATION

44  
45 BIO, upon request, shall receive one copy of public  
46 information then available to the Board, in the form in which  
47 it is kept, concerning the approved financial resources of the  
48 district, approved budgetary requirements, and appropriations.

49  
50 C. USE OF INTRA-DISTRICT BULLETIN BOARDS

51  
52 BIO will be permitted to use intra-district mailboxes, and  
53 designated bulletin boards for BIO business.

Line #

1 D. BIO BUSINESS

2  
3 All BIO business shall be conducted outside of designated  
4 working hours. (Officers of the Executive Board and  
5 Negotiating Team may depart from the aforementioned provision  
6 for a specific purpose and specified time with prior  
7 administrative approval.)  
8  
9

10 ARTICLE III  
11 BOARD RIGHTS AND RESPONSIBILITIES  
12

13 A. The Board, on its own behalf, and on behalf of the electors of  
14 the district, hereby retains and reserves unto itself, without  
15 limitation, all powers, rights, authority, duties and  
16 responsibilities, and the exercise thereof conferred upon and  
17 vested in it by the laws and the Constitution of the State of  
18 Michigan and of the United States. Such rights shall include,  
19 subject to the express terms and conditions in this contract  
20 by way of illustration, and not by way of limitation, the  
21 right to:

- 22  
23 (1) Administer and control the district's facilities and  
24 equipment, and direct the operation and personnel of the  
25 district.  
26  
27 (2) Make assignments, direct the work of all of its  
28 personnel, and determine the hours of service, and  
29 starting and ending times.  
30  
31 (3) Establish, or modify, any conditions of employment  
32 except those covered by the provisions of this Master  
33 Agreement.  
34  
35 (4) Determine and provide the services, equipment and  
36 supplies necessary to continue its operation.  
37  
38 (5) Adopt rules and regulations necessary for operations of  
39 the district.  
40  
41 (6) Determine and specify the qualifications of all employees  
42 (Bargaining Unit Members), including physical and mental  
43 conditions and fitness.  
44  
45 (7) Determine the number and location or relocation of all  
46 facilities.  
47  
48 (8) Determine the financial policies, including all  
49 accounting procedures necessary to operate the district.  
50  
51 (9) Determine the policies pertaining to public relations of  
52 the district and its programs.  
53  
54

Line #

1 (10) Determine the administrative structure, its functions,  
2 authority, and the amount of supervision.

3  
4 (11) Determine the criteria for the selection, evaluation,  
5 and/or training of its employees (Bargaining Unit  
6 Members).

7  
8 (12) Determine and make policy on any other BISD matters not  
9 specifically mentioned in this agreement.

10  
11 B. Nothing contained herein shall be considered to deny or  
12 restrict the Board of its rights, responsibilities, and  
13 authority under the Michigan General School Laws or any other  
14 national, state, district, or local laws or regulations as  
15 they pertain to education.

16  
17  
18 ARTICLE IV  
19 BIO DUES AND PAYROLL DEDUCTIONS

20  
21 A. A Bargaining Unit Member of BIO shall sign and deliver to the  
22 Board an assignment authorizing deduction of membership dues  
23 to BIO. Such authorization shall continue in effect from  
24 year-to-year, unless revoked in writing between June 30 and  
25 September 30 of any year. Such dues shall be deducted from  
26 the first (1st) regular salary check in November. BIO shall  
27 furnish to the Board a list of current unit members and  
28 statement of dues amount for deduction.

29  
30 B. Any employee who is not a member of BIO, or does not make  
31 application for membership in BIO within thirty (30) calendar  
32 days from the first date worked, shall pay a service fee to  
33 BIO in an amount equivalent to the amount of dues uniformly  
34 required of the members of BIO less any amounts not permitted  
35 by law.

36  
37 C. In the event an employee fails or refuses to authorize payroll  
38 withholding for dues or service fee, the Board shall, upon  
39 receipt of a written demand from BIO, deduct the service fee  
40 from the Bargaining Unit Member's wages and remit same to BIO  
41 under the procedures provided below:

42  
43 (1) BIO shall notify the Bargaining Unit member of non-  
44 compliance by certified mail, return receipt requested.  
45 Said notice shall inform of the non-compliance, and shall  
46 further advise that a demand for payroll withholding will  
47 be filed with the Board in the event the employee fails  
48 or refuses to voluntarily authorize withholding.

49  
50 (2) In the event the Bargaining Unit Member fails to remit  
51 the dues or service fee or authorize withholding for  
52 same, BIO shall request that the Board withhold pursuant  
53 to paragraph C above.

54



Line #

1 (3) Upon receipt of BIO's request for involuntary withhold-  
2 ing, the Board shall provide the Bargaining Unit Member  
3 with an opportunity for a due process hearing. The hear-  
4 ing shall address the question of whether the Bargaining  
5 Unit Member has remitted the dues or service fee to BIO  
6 or authorized payroll deduction of same. Additionally,  
7 the Bargaining Unit Member may request that the Board of  
8 Education withhold or suspend involuntary wage withhold-  
9 ing due to the member's asserted legal challenge to BIO's  
10 internal procedures by which Bargaining Unit Members may  
11 protest the calculation of the agency shop/service fee.  
12 In the event the member does not initiate litigation or  
13 a proceeding before the Michigan Employment Relations  
14 Commission within thirty (30) days of the hearing, the  
15 Board shall withhold pursuant to paragraph C above.

16  
17 D. The Board agrees to remit, by December 1, to BIO, all sums  
18 deducted by the Board pursuant to authorization of the  
19 employees, whether for membership or service fee, accompanied  
20 by an alphabetical list of employees for whom such deduction  
21 has been made.

22  
23  
24 ARTICLE V  
25 HOLD HARMLESS

26  
27 BIO agrees to indemnify and save the Board, its agents and each  
28 individual Board member, harmless against any, and all claims,  
29 demands, costs, suits, or other forms of liability, including back  
30 pay and all court costs of administrative agency costs that may  
31 arise out of, or by reason of, action taken by the Board, or its  
32 agents for the purpose of complying with this agreement and/or  
33 agreements made with BIO in this agreement. BIO also agrees that  
34 it will not assert that the defense or indemnity provisions of this  
35 article are either unenforceable or void.

36  
37  
38 ARTICLE VI  
39 ASSIGNMENTS AND TRANSFERS

40  
41 A. All Bargaining Unit Members must possess qualifications for  
42 their assignment, as described within administratively  
43 established job descriptions. Initial assignments shall be  
44 determined by the administration, and shall remain in effect  
45 until notice of:

- 46  
47 (1) Emergency Assignment,  
48  
49 (2) Temporary Assignment, or  
50  
51 (3) Permanent Transfer,

52  
53 has been given, in accordance with the provisions of this  
54 article.

Line #

1 B. In order to prevent disruption of the district operations,  
2 Bargaining Unit Members may be involuntarily assigned outside  
3 of the regular assignment. The administration shall notify  
4 affected Bargaining Unit Members (and BIO, at J-Committee  
5 Meetings), in writing, of the reasons at the time of such  
6 assignments or transfers.

7  
8 Emergency Assignments shall not exceed five (5) working  
9 days.

10  
11 Temporary Assignments shall be made for an initial  
12 period, not to exceed ninety (90) working days, but can  
13 be extended for an additional ninety (90) working days by  
14 administration, total time not to exceed the end of the  
15 school year, providing reasons, in writing, each time.

16  
17 Permanent Transfers for administrative purposes shall be  
18 made, when necessary, to ensure a distribution of  
19 experienced and qualified personnel throughout the  
20 system, or to meet other program needs.

21  
22 C. Prior to involuntary temporary assignment, or permanent  
23 transfer, volunteers will be solicited to fill the needed  
24 assignment(s), or transfer(s). Such requests for volunteers  
25 shall not provide any preference for being selected, nor place  
26 any obligation upon the administration to accept the  
27 volunteer(s).

28  
29 D. In making involuntary assignments and transfers, the  
30 convenience and wishes of the individual employee shall be  
31 honored, to the extent that these considerations do not  
32 conflict with the instructional requirements and best  
33 interests of the school system, and the students, as  
34 determined by the administration. The administration will  
35 endeavor to notify potentially affected employees as of May 1,  
36 each year, regarding the upcoming school year.

37  
38 E. Immediate notice may be given for emergency assignments.  
39 Two (2) working days notice shall be provided for temporary  
40 assignments. Fifteen working days notice shall be provided for  
41 permanent transfers.

42  
43 F. While on emergency, or temporary assignment, the employee's  
44 original position will not be permanently filled by the  
45 administration with another person.

46  
47 G. The administration reserves the right to amend or modify job  
48 descriptions, and/or qualifications for any position; however,  
49 employees currently holding such positions with recent  
50 satisfactory evaluations in such position, shall not be  
51 arbitrarily removed without thirty (30) calendar days prior  
52 written notice, and rationale by the administration. BIO  
53 shall be provided copies of job descriptions and changes.

54

Line #

ARTICLE VII  
VACANCIES

- 1  
2  
3  
4 A. Whenever a vacancy to be filled arises, the administration  
5 shall post a notice of same on the designated bulletin board  
6 in each building within the district for ten (10) days before  
7 applications are closed. The BIO President will be given a  
8 copy of any posting.  
9

10 A vacancy is defined as a newly-created position, or  
11 unfilled position, or a position currently filled, but which  
12 will be open in the future, within the bargaining unit which  
13 the school district intends to fill, and which results in  
14 adding a new employee to the district. Positions to be filled  
15 due to attrition, layoff, transfers, etc., which do not result  
16 in adding a new employee to the district, shall be posted for  
17 ten (10) days, but shall not require application processing.  
18 The administration shall endeavor to issue notice of impending  
19 changes.  
20

- 21 B. All vacancies created shall be posted as in "A" above, with  
22 accompanying job description and required qualifications.  
23  
24 C. The provisions of this article shall not be construed as a  
25 limitation upon the employer respecting the selection of  
26 persons to fill vacancies.  
27  
28 D. The term days, as used in this article, shall be defined as  
29 any day the Central Administration Office is open, excluding  
30 Act of God days.  
31

32  
33 ARTICLE VIII  
34 REDUCTION AND RECALL OF STAFF  
35

- 36 A. It is hereby specifically recognized, and agreed, that it is  
37 within the sole discretion of the Board to reduce the number  
38 of Bargaining Unit Members through layoff from employment; to  
39 reduce the number of Bargaining Unit Members in a given  
40 subject area, field, or program; to eliminate or consolidate  
41 a position, or positions; or to reduce its educational program  
42 or curriculum.  
43  
44 B. The Board shall lay off and recall Bargaining Unit Members  
45 based on seniority with Branch Intermediate School District  
46 among equally qualified candidates, but reserves the right  
47 to bypass seniority in accordance with the provisions of  
48 Article XIII, Section E (Evaluations). Seniority is defined  
49 to mean the amount of time an individual is continuously  
50 employed as a certificated person within the district.  
51 Seniority shall be measured from an individual's last date  
52 of hire (contract agreement date, or first working day of  
53 employment, whichever comes first); approved leaves of absence  
54 or layoff, when Bargaining Unit Member is recalled, shall not

Line #

1 constitute an interruption of continuous service, for purposes  
2 of this article. Nontenure personnel on annual or temporary  
3 certification and probationary employees, shall have equal  
4 seniority status, regardless of date of hire, at the bottom of  
5 the seniority list until tenure status is achieved. It is  
6 expressly understood that certificated individuals employed by  
7 the district in an administrative capacity shall accrue  
8 seniority, as defined herein, on the same basis as if they  
9 were employed as certificated individuals in any capacity  
10 covered under the recognition clause (Article I) of this  
11 Master Agreement. Bargaining Unit Members continuously  
12 employed by Branch Intermediate School District, but assigned  
13 to a nonadministrative position outside of BIO, shall maintain  
14 seniority for the specific period of time they were members of  
15 BIO. Part-time individuals shall accrue seniority on a  
16 pro-rata basis. The Branch Intermediate School District  
17 administration will prepare seniority lists. The lists will  
18 include date of employment for each employee, as well as  
19 employee classification and state-approved certifications.  
20 Lots will be drawn by individuals with the same date of  
21 employment to determine placement on the seniority list. An  
22 additional certification, endorsement, approval, or other  
23 specific designation granted by the Department of Education  
24 which is received after the original date of hire, shall have  
25 a separate seniority status as of the date granted and shall  
26 appear on the seniority list under the general heading of  
27 "Additional Certifications and Dates"; and it is the  
28 responsibility of the Bargaining Unit Member to make the  
29 Branch Intermediate School District aware of such information  
30 prior to layoff action.

31  
32 A seniority list will be provided to BIO by October 1 of each  
33 year, and be posted in each Branch Intermediate School  
34 District building. Any Bargaining Unit Member, or the Branch  
35 Intermediate Organization, shall notify Branch Intermediate  
36 School District, in writing, of any errors in the current  
37 seniority list within ten (10) working days of posting. If no  
38 error is reported within ten (10) working days, the list will  
39 stand as prepared and will become effective.

- 40  
41 C. The Board shall give ten (10), or more, working days written  
42 notice to BIO, and the Bargaining Unit Members to be involved  
43 in a layoff.  
44  
45 D. Layoff pursuant to this article shall terminate the individual  
46 employment contract as respects all nontenure Bargaining Unit  
47 Members. Layoff pursuant to this article shall terminate, for  
48 the duration of the layoff, the Board's obligation to pay  
49 salary and fringe benefits to any tenure Bargaining Unit  
50 Member so laid off. No individual employment contract shall  
51 create any obligation of the Board as respects wages and  
52 fringe benefits during a period of layoff.  
53  
54



Line #

1 E. Recall shall be in reverse order of layoff for eligible  
2 positions. The Board shall give written notice of recall from  
3 layoff by sending a first (1st) class letter to Bargaining  
4 Unit Members at their last known address and providing a  
5 mailing checklist verified by a BIO clerical member to the BIO  
6 President. It shall be the responsibility of the Bargaining  
7 Unit Member to notify the Board of any change in address.

8  
9 The Bargaining Unit Member's address, as it appears in the  
10 Board's records, shall be conclusive when used in connection  
11 with layoffs, recall, or any other notice to the Bargaining  
12 Unit Member. If a Bargaining Unit Member fails to report for  
13 work within the five (5) calendar days from the date of  
14 receipt of the letter of recall, or ten (10) calendar days  
15 after mailing of recall, unless an extension is granted, in  
16 writing, by the Board, said Bargaining Unit Member shall be  
17 considered a voluntary quit and shall thereby completely  
18 terminate his individual employment contract and any other  
19 employment relationship with the Board.

20  
21 F. Recall is limited to three years after the termination of the  
22 Bargaining Unit Member's services in accordance with the  
23 Michigan Teacher Tenure Act. For Bargaining Unit Members who  
24 were on layoff status as of June 11, 1993, the effective date  
25 of the amendments to the Michigan Teacher Tenure Act included  
26 in House Bill 4112, the recall period shall continue for a  
27 period of three years commencing on June 11, 1993.

28  
29 G. A Bargaining Unit Member who is laid off and who is paid  
30 unemployment compensation benefits during the summer  
31 immediately following the layoff and who is subsequently  
32 recalled at the beginning of the next school year will be paid  
33 according to an annual salary rate, such that his/her  
34 unemployment compensation plus that annual salary rate will be  
35 equal to the rate of salary he/she would have earned for the  
36 school year had he/she not been laid off.

37  
38  
39 ARTICLE IX  
40 EMPLOYMENT STANDARDS

41  
42 Persons covered under this contract can be terminated with just  
43 cause and due process observed, subject to the provisions of  
44 Article XII, B, and the provisions of the Michigan Teacher Tenure  
45 Act. Normally, two weeks' notification of termination of  
46 employment will be given by the employer. However, if a Bargaining  
47 Unit Member is guilty of gross negligence or grossly unprofessional  
48 behavior, immediate suspension with pay may occur.

49  
50 It is agreed and understood that, under normal circumstances the  
51 following progressive system of discipline should be followed in  
52 disciplining persons covered by this contract:

53  
54

Line #

- 1 A. Discussion of problem between Bargaining Unit Member and  
2 appropriate administrator.
- 3
- 4 B. Verbal warning by appropriate administrator.
- 5
- 6 C. Written reprimand by appropriate administrator included in  
7 Bargaining Unit Member's personnel file.
- 8
- 9 D. Suspension with pay.
- 10
- 11 E. Dismissal following Board action.
- 12
- 13

ARTICLE X  
BARGAINING UNIT MEMBER FILES

- 14
- 15
- 16
- 17 A. Within two working days, upon written request, and during  
18 reasonable working hours and days, a Bargaining Unit Member  
19 shall have the right to inspect his own Central Office  
20 personnel file at the Central Office Building; such request  
21 shall be made to the Central Office. The inspection must be  
22 made in the presence of the administrator (or his designee)  
23 responsible for the safekeeping of such file.
- 24
- 25 B. A representative of BIO may accompany the Bargaining Unit  
26 Member in review of his personnel file at the option of the  
27 individual Bargaining Unit Member.
- 28
- 29 C. At the request of the administration, Bargaining Unit Members  
30 shall sign materials placed, or to be placed, in their  
31 personnel files. Signature is for acknowledgment only, and  
32 does not imply agreement.
- 33
- 34

ARTICLE XI  
NO STRIKE

- 35
- 36
- 37
- 38 A. BIO, and the Board, recognize that strikes and other forms of  
39 work stoppages by Bargaining Unit Members are contrary to law  
40 and public policy. BIO and the Board subscribe to the princi-  
41 ple that differences shall be resolved by peaceful and appro-  
42 priate means without interruption of the district's programs.
- 43
- 44 B. BIO therefore agrees that its officers, representatives, and  
45 members shall not authorize, instigate, cause, aid, encourage,  
46 ratify, or condone; nor shall any Bargaining Unit Member take  
47 part in any strike, slowdown, work stoppage, boycott,  
48 picketing, or other interruption of any activities of the  
49 district.
- 50
- 51 C. Failure, or refusal, on the part of any Bargaining Unit Member  
52 to comply with the provisions of this article shall be cause  
53 for whatever disciplinary action is deemed necessary by the  
54 Board.

Line #

ARTICLE XII  
GRIEVANCES

- 1  
2  
3  
4 A. A grievance shall be an alleged violation of the express terms  
5 of this contract, or a written memoranda of understanding  
6 entered into between the Board and BIO which has the prior  
7 endorsement of both the President of BIO and the  
8 Superintendent.  
9  
10 B. It is expressly agreed that the following matters shall not be  
11 the basis of any grievance filed under the procedure outlined  
12 in this article:  
13  
14 (1) The termination of services of, or failure to reemploy,  
15 any probationary Bargaining Unit Member.  
16  
17 (2) The continuation of a nontenure employee on probation,  
18 when done in accordance with the Teacher Tenure Act.  
19  
20 (3) The termination of services of, or failure to reemploy,  
21 any employee to an extended week contract or summer  
22 school program or schedule.  
23  
24 (4) Any matter involving personnel evaluation content.  
25  
26 (5) Any matter in which the Teacher Tenure Act prescribes a  
27 procedure or authorizes a remedy.  
28  
29 (1) If a grievance is based upon any claim, complaint, or  
30 matter for which the Bargaining Unit Member can seek  
31 redress via another forum established by law (or by  
32 regulation having the effect of law), the matter shall be  
33 processed in accordance with these grievance procedures,  
34 provided:  
35  
36 (a) That if, at the time of filing the grievance, the  
37 Bargaining Unit Member or BIO has sought or is  
38 seeking relief in such other forum, all further  
39 proceedings pertaining to the grievance shall be  
40 barred and the grievance shall be considered  
41 mutually terminated.  
42  
43 (b) That if, at any time during the pendency or  
44 processing of the grievance (until service of the  
45 arbitrator's award) BIO or the Bargaining Unit  
46 Member initiates a claim in such other forum,  
47 further grievance proceedings shall be barred and  
48 the grievance shall be considered mutually  
49 terminated.  
50  
51 (c) That the arbitrator shall have no power to rule  
52 purely on legal issues, but may only interpret and  
53 apply the provisions of this agreement.  
54

Line #

(d) That the language of this subsection shall have no application to claims where the Teacher Tenure Act prescribes a procedure or authorizes a remedy, consistent with B, (5) above.

C. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when an employee 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(s), 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 or subsection 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. Should a Bargaining Unit Member, or BIO, fail to appeal a decision within the time limits specified, all further proceedings shall be barred. The



Line #

- 1 grievance or response shall be either hand-delivered or sent  
2 by certified mail to the last known address.  
3  
4 I. If a grievant fails to initiate a grievance or an appeal to  
5 the next level within the time limits, all proceedings shall  
6 be terminated.  
7  
8 J. All parties acknowledge that it is usually most desirable for  
9 the Bargaining Unit Member and his supervisor to resolve the  
10 problem through free and informal discussions.  
11  
12 K. When requested by either party, BIO's grievance representative  
13 may intervene to assist in this resolution. However, should  
14 such informal processes fail to satisfy the supervisor and the  
15 Bargaining Unit Member, then the grievance shall be processed  
16 in writing with the determination thereon of the approval, or  
17 disapproval, of BIO. The BIO representative will represent  
18 the organization, and may represent the grievant. If,  
19 however, the grievant prefers to have a representative other  
20 than BIO, he may choose to do so, providing:  
21  
22 (1) Representation is not another labor organization;  
23  
24 (2) BIO waives rights to representation; and  
25  
26 (3) Only BIO can take to arbitration.  
27

28  
29 LEVEL I

30  
31 If no resolution is obtained within ten (10) days of the  
32 occurrence, the Bargaining Unit Member shall reduce the  
33 grievance to writing and deliver it to the program supervisor.  
34 If the Bargaining Unit Member does not receive an answer  
35 within five (5) days thereafter; or, if the written answer is  
36 unacceptable, the Bargaining Unit Member shall, within ten  
37 (10) days of the date on which the written grievance was  
38 submitted to the program supervisor, appeal the grievance to  
39 level two.  
40

41 LEVEL II

42  
43 A copy of the written grievance shall be filed with the  
44 Director of the program, as specified in level one with the  
45 endorsement thereon of the approval, or disapproval, of BIO.  
46 Within five (5) days of receipt of the grievance, the Director  
47 shall meet with the grievant and the designated BIO  
48 representative to discuss the grievance. Within five (5) days  
49 of the discussion, the Director shall render his decision in  
50 writing, transmitting a copy of the same to the grievant, BIO  
51 President, and Superintendent, and place a copy of same in a  
52 permanent file in his office. If no decision is rendered  
53 within five (5) days of the discussion, or if the decision is  
54 unsatisfactory to the grievant, the grievant shall, within

Line #

1 five (5) days thereafter, appeal same to the Superintendent by  
2 filing the written grievance, along with the decision of the  
3 Director with the Superintendent, with a copy sent to the  
4 President of the Board of Education. The date on which the  
5 above copy is received by the Superintendent shall be the  
6 determinative in establishing the effective filing date.

7  
8 LEVEL III

9  
10 A copy of the written grievance shall be filed with the  
11 Superintendent, as specified in level two with the endorsement  
12 thereon of the approval, or disapproval, of BIO. Within  
13 fifteen (15) days of receipt of the grievance, the  
14 Superintendent shall arrange a meeting with the grievant and  
15 the designated BIO representative to discuss the grievance.  
16 Within ten (10) days of the discussion, the Superintendent  
17 shall render his decision in writing, transmitting a copy of  
18 the same to the grievant, BIO President, the President of  
19 the Board of Education, and place a copy of same in a  
20 permanent file in his office. If no decision is rendered  
21 within ten (10) days of the discussion, or if the decision is  
22 unsatisfactory to BIO, BIO may refer the matter for  
23 arbitration as provided for hereinafter.

24  
25 L. ARBITRATION

26  
27 (1) If the grievance is not satisfactorily resolved at level  
28 three, BIO may, within ten (10) days of the date of the  
29 written decision at level three, submit the grievance for  
30 arbitration to the American Arbitration Association in  
31 writing, with a copy of the demand for arbitration to the  
32 President of the Board.

33  
34 (2) Should BIO fail to initiate a grievance within the time  
35 limits specified, the grievance shall be deemed  
36 abandoned. Time limits, as specified herein, may be  
37 extended only mutually and then only if in writing by  
38 both parties.

39  
40 (3) The rules of the A.A.A. shall govern the selection of the  
41 arbitrator.

42  
43 (4) PRE-HEARING

44  
45 Neither party may raise a new defense or ground in  
46 arbitration which has not been previously raised or  
47 disclosed in writing by the conclusion of the pre-hearing  
48 level. Each party shall submit to the other party, not  
49 less than ten (10) days prior to the arbitration hearing,  
50 a pre-hearing statement alleging facts, grounds and  
51 defenses which will be proven at the hearing and hold a  
52 conference at that time in an attempt to settle the  
53 grievance.

Line #

- 1 (5) POWERS OF THE ARBITRATOR  
2 It shall be the function of the arbitrator and he shall  
3 be empowered, except as his powers are limited below,  
4 after due investigation, to make a decision in cases of  
5 alleged violation of the specific articles and sections  
6 of this agreement.  
7  
8 (a) He shall have no power to add to, subtract from,  
9 disregard, alter or modify any of the terms of this  
10 agreement.  
11  
12 (b) He shall have no power to establish salary scales  
13 or change any salary.  
14  
15 (c) He shall have no power to change any practice,  
16 policy, or rules of the Board, nor to substitute  
17 his judgment for that of the Board as to the  
18 reasonableness of any such practice, policy, rule,  
19 or any action taken by the Board. His powers shall  
20 be limited to deciding whether the Board has  
21 violated the express articles or sections of this  
22 agreement, and he shall not imply obligations and  
23 conditions binding upon the Board from this  
24 agreement, it being expressly understood that any  
25 matter not specifically set forth herein remains  
26 within the reserved rights of the Board.  
27  
28 (d) He shall have no power to decide any question  
29 which, under this agreement, is within the  
30 responsibility of management to decide. In  
31 rendering decisions, an arbitrator shall give due  
32 regard to the responsibility of management and  
33 shall so construe the agreement that there will be  
34 no interference with such responsibilities, except  
35 as they may be conditioned specifically by this  
36 agreement.  
37  
38 (e) If either party disputes the arbitrability of any  
39 grievance under the terms of this agreement, the  
40 arbitrator shall rule, in writing, upon the  
41 arbitrability before proceedings to the merits of  
42 the case.  
43  
44 (f) The fees and expenses of the arbitrator shall be  
45 paid by the Board, or BIO, whichever loses the  
46 grievance. All other expenses shall be borne by  
47 the party incurring them, and neither party shall  
48 be responsible for the expense of witnesses called  
49 by the other.  
50  
51 (g) Both parties agree to be bound by the award of the  
52 arbitrator, subject only to legal remedies afforded  
53 by courts of competent jurisdiction.  
54

Line #

1 (h) The arbitrator shall document his findings and  
2 conclusions in an opinion and award, which shall be  
3 duly served upon the parties.  
4

5 (i) All claims for back pay shall be limited to the  
6 amount of wages which would have been earned at the  
7 Bargaining Unit Member's rate of pay, and the  
8 arbitrator shall have no power to award any other  
9 form of damages. No decision for retroactive wage  
10 adjustment in one case shall be binding on other  
11 cases. No decision of the arbitrator for a  
12 retroactive wage adjustment shall be valid beyond  
13 twenty (20) days preceding the date of the written  
14 grievance.  
15

16 M. Any grievance during the period between the termination date  
17 of this agreement and the effective date of a new agreement  
18 shall not be processed. Any grievance which arose prior to  
19 the effective date of this agreement shall not be processed.  
20

21  
22 ARTICLE XIII  
23 MISCELLANEOUS PROVISIONS  
24

25 A. SEVERABILITY  
26

27 If any provisions of the agreement or any application of the  
28 agreement to any employee shall be found contrary to law, then  
29 such provision or application shall be deemed null and void.  
30 All other provisions or applications shall continue in full  
31 force and effect.  
32

33 B. WAIVER  
34

35 The parties acknowledge that, during the negotiations which  
36 resulted in this agreement, each had the unlimited right and  
37 opportunity to make demands and proposals with respect to any  
38 subject or matter not removed by law from the area of  
39 collective bargaining, and that the understandings and  
40 agreements arrived at by the parties after the exercise of  
41 that right and opportunity are set forth in this agreement.  
42 Therefore, the Board, and BIO, for the life of this agreement,  
43 each voluntarily and unqualifiedly waives the right, and each  
44 agrees that the other shall not be obligated, to bargain  
45 collectively with respect to any subject or matter referred  
46 to, or covered, in this agreement, or with respect to any  
47 subject or matter not specifically referred to or covered in  
48 this agreement, even though such subject or matter may not  
49 have been within the knowledge or contemplation of either, or  
50 both, of the parties at the time that they negotiated or  
51 signed this agreement.  
52  
53  
54



Line #

1 C. INDIVIDUAL CONTRACTS

2  
3 Any individual contract of employment executed between a  
4 Bargaining Unit Member and the district is subject to the  
5 terms and conditions of the collective bargaining contract.  
6 It is expressly understood that the provisions of the  
7 collective bargaining agreement take precedence over and  
8 control any contrary or inconsistent terms contained in any  
9 individual contract and that the individual contract is  
10 expressly conditioned upon this master agreement.

11  
12 D. ENTIRE AGREEMENT

13  
14 This agreement constitutes the sole and entire existing  
15 agreement between the parties in respect to rates of pay,  
16 wages, hours of employment or other conditions of employment  
17 which shall prevail during the term of this agreement. It  
18 supersedes and cancels all prior practices, whether oral or  
19 written, and expresses all obligations of, and restrictions  
20 imposed upon, the Board and BIO. All matters or subjects not  
21 herein covered have been satisfactorily adjusted, compromised,  
22 or waived by the parties for the life of this agreement. This  
23 contract is subject to amendment, alteration, or additions  
24 only by a subsequent written agreement between, and executed  
25 by, the Board and BIO. The waiver of any breach, term, or  
26 condition of the agreement by either party shall not  
27 constitute a precedent in the future enforcement of its terms  
28 and conditions. The Board shall deal with all matters not  
29 expressly covered by this contract through the exercise of its  
30 management rights without prior negotiations during the life  
31 of this agreement.

32  
33 E. EVALUATIONS

34  
35 All Bargaining Unit Members shall be evaluated by their  
36 immediate administrative supervisor in accordance with the  
37 requirements of the Michigan Teacher Tenure Act; and such  
38 evaluation shall become a part of the Bargaining Unit Member's  
39 personnel file. The individual Bargaining Unit Member shall  
40 acknowledge receipt of such evaluation by signing same.  
41 Signature is for acknowledgment only, and does not imply  
42 agreement. The Bargaining Unit Member may submit a written  
43 statement within thirty (30) calendar days of signing  
44 acknowledgment, to be permanently attached and placed in the  
45 Bargaining Unit Member's personnel file, along with the  
46 evaluation. In the case of an unsatisfactory evaluation, the  
47 Bargaining Unit Member will have sixty (60) calendar days to  
48 correct the deficiency, based upon biweekly reviews by the  
49 program supervisor. The biweekly reviews may be extended  
50 another thirty (30) calendar days by the program supervisor,  
51 when necessary, to better evaluate the Bargaining Unit Member.

Line #

1 At the conclusion of the biweekly reviews, the Bargaining Unit  
2 Member may submit a written statement within thirty (30)  
3 calendar days to be permanently attached and placed in the  
4 Bargaining Unit Member's personnel file, along with the  
5 biweekly reviews evaluation.  
6

7 If, after the review period, the deficiency is not corrected,  
8 the supervisor shall, within ten (10) calendar days, recommend  
9 to the Superintendent that the Bargaining Unit Member be  
10 placed at the bottom of the seniority list. The  
11 Superintendent, upon review, may take such action by placing  
12 the Bargaining Unit Member at the bottom of the seniority list  
13 within thirty (30) calendar days, with written notice of said  
14 action to the Bargaining Unit Member, and to BIO.  
15

16 Such placement shall stand until such time as the Bargaining  
17 Unit Member receives a satisfactory annual evaluation, and, at  
18 which time, the Bargaining Unit Member will regain original  
19 seniority status.  
20

21 F. JURY DUTY LEAVE

22  
23 Leaves for jury duty will be paid in the amount of the  
24 difference between regular salary and the stipend for jury  
25 duty.  
26

27 G. FUNERAL LEAVE

28  
29 Necessary time requiring the employee's involvement, but no  
30 more than five (5) working days may be granted to a Bargaining  
31 Unit Member for a funeral of the immediate family, which  
32 includes and is limited to: child, stepchild, mother, father,  
33 mother-in-law, father-in-law, brother, sister, brother-in-law,  
34 sister-in-law, spouse, grandparents, grandchild, guardian,  
35 son-in-law, daughter-in-law, and surrogate parents who can be  
36 substantiated. Additional bereavement leave may be granted at  
37 the discretion of the Superintendent beyond the five (5)  
38 working days, but such leave shall be deducted from the  
39 Bargaining Unit Member's accumulated sick leave. Absence due  
40 to the death of other than the immediate family will be  
41 treated as an annual leave day request. Bargaining Unit  
42 Members must make application for such leave on the approved  
43 form, and receive approval of their supervisor.  
44

45 H. SABBATICAL LEAVE

46  
47 Sabbatical leave shall be at the discretion of the Board. A  
48 Bargaining Unit Member, having completed seven (7) years, or  
49 more, of continuous service in the district, shall be eligible  
50 to request a sabbatical leave subject to employer approval and  
51 the following general conditions: a person must be involved  
52 in graduate study or approved travel; person on sabbatical  
53 leave shall be paid at the rate of one-half ( $\frac{1}{2}$ ) the salary he  
54 was receiving at the time of going on leave. This sabbatical

Line #

1 leave shall not exceed fifty-two (52) weeks. A Bargaining  
2 Unit Member who accepts sabbatical leave shall serve two (2)  
3 years with the district upon completion of sabbatical leave.  
4 If the person does not return to the district, he will pay  
5 back all of the amount he received while on leave within two  
6 (2) years. Except by Board approval, an experience step in  
7 pay will not be granted.  
8

9 I. FAMILY AND MEDICAL LEAVE ACT

10  
11 To the extent required by the Family and Medical Leave Act  
12 (P.L. 103-3), an eligible Bargaining Unit Member shall be  
13 granted leave and the other rights specified by the law. When  
14 leave is taken by an eligible Bargaining Unit Member under the  
15 Family and Medical Leave Act, the District shall likewise  
16 enjoy and reserve all rights afforded it by the law, whether  
17 or not the same are specifically enumerated in this Agreement.  
18 The parties intend that the provisions of the Family and  
19 Medical Leave Act, including District and eligible Bargaining  
20 Unit Member rights and responsibilities, shall be supplemen-  
21 tary to this Agreement and shall prevail over the terms of  
22 this Agreement to the extent of any conflict or inconsistency.  
23

24 J. UNPAID LEAVE OF ABSENCE

25  
26 Unpaid leave of absence shall be defined for this paragraph as  
27 any leave without regular pay other than leaves mandated under  
28 the Family and Medical Leave Act. Requests must be submitted  
29 five (5) working days in advance, except in extenuating  
30 circumstances. Approval is entirely at the Superintendent's  
31 discretion. Replies shall be given two (2) working days prior  
32 to time requested. Health and dental insurance benefits shall  
33 continue for the duration of the Bargaining Unit Member's  
34 individual contract. Short/long term disability and term life  
35 insurance shall remain in effect for the duration of the  
36 Bargaining Unit Member's individual contract for cases of  
37 disability only. This limitation also applies while on  
38 Workers Compensation or short/long term disability.  
39 Continuation of benefits beyond the period stated immediately  
40 above shall be at the Bargaining Unit Member's cost and  
41 subject to carrier requirements. No leave of absence shall  
42 exceed twelve (12) months. Upon returning from an extended  
43 leave of over ninety (90) working days, the Bargaining Unit  
44 Member will not be eligible for an experience step increase.  
45

46 K. MATERNITY LEAVE

47  
48 Branch Intermediate School District shall provide benefits for  
49 all pregnancy-related conditions. Branch ISD shall treat  
50 Bargaining Unit Members temporarily unable to perform job  
51 duties because of pregnancy in the same way other temporarily  
52 disabled Bargaining Unit Members are treated by providing  
53 modified tasks, alternative duties, disability, leaves, leaves  
54 without pay, etc.

Line #

1 Branch ISD shall not specify the date which the maternity  
2 leave shall begin, nor when the leave shall terminate, other  
3 than the specific disability dates as authorized by the  
4 Bargaining Unit Member's attending physician.

5  
6 Branch ISD shall not require a Bargaining Unit Member who has  
7 been absent for pregnancy-related reasons to remain on leave  
8 until her baby is born.

9  
10 Branch ISD shall hold open the position of a Bargaining Unit  
11 Member absent because she is temporarily disabled. Branch ISD  
12 shall not refuse to hire a woman because of her pregnancy-  
13 related condition, so long as she is able to perform the major  
14 functions necessary to the position.

15  
16 A Bargaining Unit Member absent for pregnancy-related reasons  
17 shall not be forced to exhaust vacation benefits before using  
18 sick and disability benefits.

19  
20 L. ACT OF GOD DAYS

21  
22 Scheduled days of student instruction which are not held  
23 because of conditions not within the control of school  
24 authorities, such as inclement weather, fires, epidemics,  
25 mechanical break downs, or health conditions as defined by the  
26 city, county, or state health authorities, may be rescheduled  
27 in the discretion of the Board of Education to insure that  
28 there are a minimum of one hundred eighty (180)\* days of  
29 actual student instruction. Bargaining Unit Members will  
30 receive their regular pay for days which are cancelled but  
31 shall work on any rescheduled days with no additional  
32 compensation.

33  
34 The Board of Education shall not be required to cancel a 'work  
35 day' (i.e., a day when Bargaining Unit Members report but  
36 students are not in session such as an end of semester grading  
37 day, a parent teacher conference day, or an in-service day) or  
38 that portion of any day which is scheduled to be a partial  
39 'work day' even though students do not report. However, the  
40 Board may do so in its discretion. The Board shall not be  
41 required to reschedule a 'work day' or a partial 'work day'  
42 which is cancelled, but may do so in its discretion.

43  
44 Total annual salary is based upon 190\*\* days of work  
45 (inclusive of paid holidays) during the entire school year  
46 regardless of whether the days actually worked are the same as  
47 originally scheduled or are different from those originally  
48 scheduled due to rescheduling by the Board. Bargaining Unit  
49 Members will be paid an additional per diem rate only for any  
50 days which they are required to work as part of the regular  
51 school year beyond 190\*\*.

52  
53 \* 230 days for mandated Special Education Programs  
54 \*\*235 days for mandated Special Education Programs



Line #

1 In the event a Bargaining Unit Member receives unemployment  
2 compensation benefits (which as used herein also include  
3 'underemployment benefits') during the school year (associated  
4 with his/her regular assignment) due to days of instruction  
5 not being held when scheduled because of conditions not within  
6 the control of school authorities as stated above, and those  
7 days of instruction are rescheduled so that the Bargaining  
8 Unit Member works those instructional days at a later time,  
9 the Bargaining Unit Member will have his/her pay adjusted,  
10 such that his/her unemployment compensation plus the salary  
11 paid to the Bargaining Unit Member for the year will be equal  
12 to the annual salary he/she would have earned for the school  
13 year had there not been scheduled days of instruction  
14 cancelled for such reasons. This provision shall be subject  
15 to the following conditions:

16  
17 (a) The total of unemployment compensation plus salary earned  
18 by employment in the district shall not be below that  
19 which the Bargaining Unit Member would have received had  
20 there not been any instructional days cancelled for such  
21 reasons.

22  
23 (b) The total of unemployment compensation plus salary earned  
24 through employment in the district shall not be less than  
25 the Bargaining Unit Member's salary from the same or  
26 similar period during the preceding school year.

27  
28 If school starting is delayed, Bargaining Unit Members may  
29 delay reporting for work for an equivalent period of time in  
30 their regular schedule. There will be no loss of pay for the  
31 equivalent time.

32  
33 This provision is subject to revision or being rescinded  
34 should the 180 (230) day requirement be modified or repealed  
35 by action of the Michigan Legislature, and/or as required  
36 under state aid provisions, and/or as determined by the State  
37 Board of Education.

38  
39 M. SALARY AND INSURANCE

40  
41 Salary shall be contained in a salary schedule, effective as  
42 of the Bargaining Unit Member's first regular contract day of  
43 the school year, with revised schedules effective on the same  
44 basis thereafter, subject to the following:

45  
46 1994-95 - As shown in Appendix A

47  
48 Board paid insurance coverage shall be in the amount per  
49 individual Bargaining Unit Member, as agreed to in Appendix B.

Line #

1 The salary adjustments for 1995-96, 1996-97, 1997-98, and  
2 1998-99, along with health and dental insurance (Section A of  
3 Appendix B) and disability insurance (Section C of Appendix B)  
4 shall be negotiated annually, giving consideration to three  
5 primary factors:  
6

7 (1) Branch ISD's ability to pay

8  
9 (2) Changes in the Consumer Price Index

10  
11 (3) Prior Coldwater Community Schools certified contract  
12 settlements  
13

14 Salary increases shall be no more than 6.5% and no less than  
15 2% per year during the term of this contract. Both parties  
16 shall recognize that future changes in funding or major  
17 economic changes may necessitate variance from these  
18 standards.  
19

20  
21 ARTICLE XIV

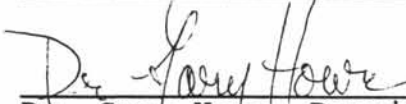
22 DURATION AND RATIFICATION OF AGREEMENT  
23

24 This contract shall be effective as of July 1, 1994, and shall  
25 continue in full force and effect for five (5) years until June 30,  
26 1999. No other wording contained within this contract will be open  
27 except for the salary adjustments in Appendix A, and health,  
28 dental, and disability insurances in Appendix B, Sections A and C,  
29 unless by written mutual agreement of the Board and BIO, and then,  
30 only on each anniversary date of the contract's effective date,  
31 with requests to open to be made by March 31 in any year.  
32 Negotiations of the salary adjustments and health, dental, and  
33 disability insurances shall begin no later than March 31 of any  
34 year. This agreement shall continue in effect for successive  
35 periods of one (1) year unless and until written notice of  
36 termination is given by either party, between March 1, 1999, and  
37 March 31, 1999, or any subsequent anniversary of the effective  
38 contract date after March 31, 1999.

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

June 23, 1994

BRANCH INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION:

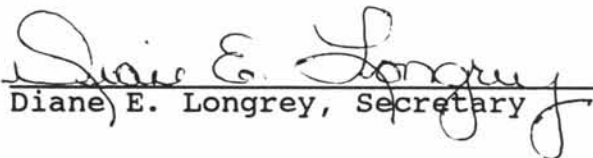
  
\_\_\_\_\_  
Dr. Gary Howe, President

  
\_\_\_\_\_  
Lauren Bracy, Vice President

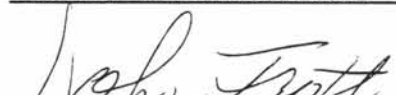
  
\_\_\_\_\_  
Stephen Haberkorn, Trustee

  
\_\_\_\_\_  
Daniel Ludlow, Trustee

  
\_\_\_\_\_  
Lynn Scott, Trustee


  
\_\_\_\_\_  
Diane E. Longrey, Secretary

BRANCH INTERMEDIATE ORGANIZATION:

  
\_\_\_\_\_  
John Trott, President

  
\_\_\_\_\_  
Harold Baker, Vice President

  
\_\_\_\_\_  
P. Michael Bodkins

  
\_\_\_\_\_  
Alan Carpenter

  
\_\_\_\_\_  
David Malott

BRANCH ISD/BIO MASTER AGREEMENT FOR CERTIFIED EMPLOYEES - 1994/99

APPENDIX A  
SALARY SCHEDULE

**A. SALARIES**

(Certified, or State Department of Education authorized or approved)

BA - BA and/or Vocational Authorization.

BA+ - BA + 6 hours (semester) beyond requirement hours for continuing certification. Vocational authorization - completed education requirements in accordance with Board policy.

MA - MA, must be in area of certification, and assignment, or be beneficial to the program assignment, as determined by the administration. Must have hours for continuing certification (prior written approval of allied, or related MA's is encouraged).

MA+ - MA + 20 hours (semester), and all other degrees. Must be in area of assignment, or be beneficial to the program assignment as determined by the administration. Must have hours for continuing certification.

1994-95 CERTIFIED SALARY SCHEDULE

Base \$25,017

190 Contract Days

Work Experience

Non\*

| Non* | Deg | Deg | Step | BA       | BA+  | MA       | MA+  |          |      |          |
|------|-----|-----|------|----------|------|----------|------|----------|------|----------|
| 6    | 2   | 1   | 1.00 | \$-      | \$-  | 1.25     | \$-  |          |      |          |
| 7    | 3   | 2   | 1.05 | \$-      | \$-  | 1.30     | \$-  |          |      |          |
| 8    | 4   | 3   | 1.15 | \$28,770 | 1.25 | \$31,271 | 1.35 | \$33,773 |      |          |
| 11   | 7   | 4   | 1.20 | \$30,020 | 1.30 | \$32,522 | 1.40 | \$35,024 |      |          |
| 14   | 10  | 5   | 1.25 | \$31,271 | 1.35 | \$33,773 | 1.45 | \$36,275 | 1.50 | \$37,526 |
| 19   | 15  | 6   | 1.30 | \$32,522 | 1.40 | \$35,024 | 1.50 | \$37,526 | 1.55 | \$38,776 |
| 24   | 20  | 7   | 1.35 | \$33,773 | 1.45 | \$36,275 | 1.55 | \$38,776 | 1.60 | \$40,027 |
| 29   | 25  | 8   | 1.40 | \$35,024 | 1.50 | \$37,526 | 1.60 | \$40,027 | 1.65 | \$41,278 |
| 34   | 30  | 9   | 1.45 | \$36,275 | 1.55 | \$38,776 | 1.65 | \$41,278 | 1.70 | \$42,529 |
|      |     | 10  | 1.50 | \$37,526 | 1.60 | \$40,027 | 1.70 | \$42,529 | 1.75 | \$43,780 |
|      |     | 11  | 1.55 | \$38,776 | 1.65 | \$41,278 | 1.75 | \$43,780 | 1.80 | \$45,031 |
|      |     | 12  | 1.60 | \$40,027 | 1.70 | \$42,529 | 1.80 | \$45,031 | 1.85 | \$46,281 |
|      |     | 13  | 1.65 | \$41,278 | 1.75 | \$43,780 | 1.85 | \$46,281 | 1.90 | \$47,532 |
|      |     | 14  | 1.70 | \$42,529 | 1.80 | \$45,031 | 1.90 | \$47,532 | 1.95 | \$48,783 |
|      |     | 15  | 1.75 | \$43,780 | 1.85 | \$46,281 | 1.95 | \$48,783 | 2.00 | \$50,034 |

\*A non-degree teacher employed with less than six (6) years of work experience will remain on Step 3 until work experience/teaching experience shall equal six (6) years. They will then move up the schedule in the regular manner.

B. Hours of employment shall be thirty (30) minutes prior to and thirty (30) minutes after the time schedule of program assignment, unless excused by the building administrator.



- C. All supplemental program employment (specific time scheduled extended day, year of regular BISD programming - excluding Adult Education, JTPA, and other restricted funded programs) not included in the regular salary schedule and/or provided for in the Bargaining Unit Member's annual contract, shall be administratively determined and paid at an hourly rate based on the employee's 190-day contract salary divided by 1,330 hours.
- D. The Board of Education shall pay Michigan Public School Employees Retirement. The member investment plan effective January 1, 1987 shall be the Bargaining Unit Member's contribution.
- E. All work experience and all successfully completed semester hours of college credit, must be validated at the central office, by September 1, for placement level on the salary schedule, or evidence provided to show that it is being processed.
- F. In order to be eligible for holiday pay, a Bargaining Unit Member must be on annual or supplemental contract and work, or be on an approved paid leave, the working day before and the working day after the holiday.

Eligible Holidays:

- (1) Memorial Day
- (2) Independence Day
- (3) Labor Day
- (4) Thanksgiving Day
- (5) Friday after Thanksgiving Day

APPENDIX B  
INSURANCE

A. HEALTH AND DENTAL INSURANCE (FLEXIBLE BENEFITS PLAN)

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

The Board shall pay the premium of M-SET Ultra-Med (or equal) health insurance which includes a \$50/\$100 deductible on miscellaneous expenses and a \$5 co-payment on prescription drugs, and M-SET Ultradent established (100/90/50) dental insurance or equal, up through full family, as an option (1) under a Flexible Benefit Plan.

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 incentive established by Board annually

(employee must furnish proof of alternate health coverage)

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 the contract upon mutual acceptance.

B. TERM LIFE

The Board shall pay the premium cost of fifty thousand (\$50,000) Term Life AD & D 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. SHORT TERM AND 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                | 30 days  |
| 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 policy           |

D. WORKERS' COMPENSATION

The Board shall pay the premium cost of Workers' Compensation according to Michigan requirements. Any Bargaining Unit Member who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the disability benefits provided by the Michigan Worker's Compensation Law and the individual's current annual contract provisions until such time as short and long term disability benefits are payable. At that time the Board will no longer pay the difference and the disability benefit levels as coordinated will be the maximum compensation.

E. ANNUAL LEAVE AND SICK LEAVE DAYS

Full-time Bargaining Unit Members shall be entitled to eleven annual leave days. Part-time members, those employed after the beginning of the school year, or those with extended contracts, shall have annual leave days prorated based on the rate of one (1) for each contract 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 working days, for other than personal illness, must be submitted in writing to the Superintendent at least five (5) working days in advance, except in emergency situations. Use is subject to Superintendent approval and is non-grievable.

The appropriate number of days shall be credited to each Bargaining Unit Member on the first day of employment.

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. Short/Long Term Disability must be utilized upon eligibility. All sick days must be verified and approved by the Superintendent, or his 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 household, and critical illness of the Bargaining Unit Member's mother, father, or grown 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 approval form the day returning to work.

BISD may require medical verification of any sick day.

Certified staff retiring under the provisions of the State Retirement Act 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 the substitute teacher daily rate then in effect.

F. SICK LEAVE BANK

Each Bargaining Unit Member with a minimum of one (1) year seniority in the district may contribute within the first two (2) weeks of each school year one of his/her accumulated sick days to a sick leave bank. Bargaining Unit Members with a minimum of one (1) year seniority in the district who have no accumulated sick days to contribute to the bank, may choose to contribute one annual leave day to the bank. The Board shall contribute one sick day to the bank for each sick day contributed by Bargaining Unit Members.



Bargaining Unit Members who have contributed to the bank during the current school year may apply to use sick days from the bank if:

- (1) Their annual leave and sick leave are exhausted
- (2) They are not eligible for short or long term disability
- (3) They have been absent for five (5) working days without pay during the current school year due to illness
- (4) They have submitted a written application to the Sick Leave Bank Committee composed of two (2) representatives appointed by the Board and two (2) Bargaining Unit Members appointed by BIO. The Sick Leave Bank Committee must approve any use of sick days from the sick leave bank. The Board reserves the right to request the applying Bargaining Unit Member to submit to a medical evaluation. All unused sick days in the bank will expire at the end of the fiscal year.

G. Bargaining Unit Members are eligible for fringe benefits as follows:

Commencing the first day of contract of employment. Coverages will be discontinued two weeks after termination (providing termination is voluntary with thirty (30) calendar days notice) or layoff from employment. However, persons leaving for employment in another school district will be covered as long as they remain on BISD payroll or no later than August 31.

- H. Half-time, regular Bargaining Unit Members, shall be eligible for one-half ( $\frac{1}{2}$ ) fringe benefits, subject to carrier requirements.
- I. All insurance coverage is subject to the underwriting rules and regulations of the selected carrier.

APPENDIX C  
PAYROLL

Salaries shall be paid biweekly in twenty-six equal installments. Since there are twenty-seven payrolls in the period September 1, 1995 through August 31, 1996, there will be no pay for Bargaining Unit Members who have a September 1 through August 31 contract on the first payroll of September 1995. The first anticipated payroll for Bargaining Unit Members who have a September 1 through August 31 contract is September 15, 1995.

BRANCH INTERMEDIATE SCHOOL DISTRICT  
1995-96  
CERTIFIED SALARY SCHEDULE

Base \$25,667  
190 Contract Days

| Step | BA   | Annual   | BA+  | Annual   | MA   | Annual   | MA+  | Annual   |
|------|------|----------|------|----------|------|----------|------|----------|
| 3    | 1.15 | \$29,517 | 1.25 | \$32,084 | 1.35 | \$34,650 | 1.50 | \$38,501 |
| 4    | 1.20 | \$30,800 | 1.30 | \$33,367 | 1.40 | \$35,934 | 1.55 | \$39,784 |
| 5    | 1.25 | \$32,084 | 1.35 | \$34,650 | 1.45 | \$37,217 | 1.60 | \$41,067 |
| 6    | 1.30 | \$33,367 | 1.40 | \$35,934 | 1.50 | \$38,501 | 1.70 | \$43,634 |
| 7    | 1.35 | \$34,650 | 1.45 | \$37,217 | 1.55 | \$39,784 | 1.75 | \$44,917 |
| 8    | 1.40 | \$35,934 | 1.50 | \$38,501 | 1.60 | \$41,067 | 1.80 | \$46,201 |
| 9    | 1.45 | \$37,217 | 1.55 | \$39,784 | 1.65 | \$42,351 | 1.90 | \$48,767 |
| 10   | 1.50 | \$38,501 | 1.60 | \$41,067 | 1.70 | \$43,634 | 2.00 | \$51,334 |
| 11   | 1.55 | \$39,784 | 1.65 | \$42,351 | 1.75 | \$44,917 |      |          |
| 12   | 1.60 | \$41,067 | 1.70 | \$43,634 | 1.80 | \$46,201 |      |          |
| 13   | 1.65 | \$42,351 | 1.75 | \$44,917 | 1.85 | \$47,484 |      |          |
| 14   | 1.70 | \$43,634 | 1.80 | \$46,201 | 1.90 | \$48,767 |      |          |
| 15   | 1.75 | \$44,917 | 1.85 | \$47,484 | 1.95 | \$50,051 |      |          |