

6/30/99

Branch Intermediate School District District

MASTER AGREEMENT

BETWEEN THE

BRANCH INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION

AND THE

BRANCH INTERMEDIATE ORGANIZATION, INC.

FOR

NONCERTIFIED EMPLOYEES

1994 - 1999

1729

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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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ARTICLE I
RECOGNITION

1
2
3
4 A. The Board hereby recognizes BIO as the exclusive bargaining
5 representative for all nonprobationary full-time and
6 part-time, ongoing program-employed, noncertified personnel
7 including:

- 8
9 (1) Paraprofessional
10
11 (2) Clerical/Auxiliary/Technical
12
13 (3) Custodian/Maintenance
14

15 but excluding all executive, supervisory, administrative
16 secretarial, confidential, certified contract employees,
17 temporary (working more than day-to-day for a specified job
18 or predetermined time span), per diem substitute (working for
19 a regular employee who is absent), restricted fund program
20 personnel (such as Head Start), persons employed to serve
21 several intermediate school districts, and all others not
22 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
28 the accuracy of this list. Specific named employees
29 excluded from the contract may be referred to the
30 Joint Committee.
31
32

33 ARTICLE II
34 BIO RIGHTS AND RESPONSIBILITIES
35

36 A. BUILDING USE
37

38 BIO may use meeting room facilities with prior written
39 administrative approval for the purpose of holding meetings
40 of BIO, or conducting BIO business. In the absence of a
41 custodial person, BIO is responsible for making sure that
42 the building is left locked, clean, and in its original
43 condition.
44

45 B. INFORMATION
46

47 BIO, upon request, shall receive one copy of public
48 information then available to the Board, in the form in
49 which it is kept, concerning the approved financial
50 resources of the district, approved budgetary requirements,
51 and appropriations.
52
53
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1 C. USE OF INTRA-DISTRICT BULLETIN BOARDS

2
3 BIO will be permitted to use intra-district mailboxes, and
4 designated bulletin boards for BIO business.
5

6 D. BIO BUSINESS

7
8 All BIO business shall be conducted outside of designated
9 working hours. (Officers of the Executive Board and
10 Negotiating Team may depart from the aforementioned
11 provision for a specific purpose and specified time with
12 prior administrative approval.)
13
14

15 ARTICLE III
16 BOARD RIGHTS AND RESPONSIBILITIES
17

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

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

Line #

- 1 (9) Determine the policies pertaining to public relations of
2 the district and its programs.
3
4 (10) Determine the administrative structure, its functions,
5 authority, and the amount of supervision.
6
7 (11) Determine the criteria for the selection, evaluation,
8 and/or training of its employees (Bargaining Unit
9 Members).
10
11 (12) Determine and make policy on any other BISD matters not
12 specifically mentioned in this agreement.
13
14 B. Nothing contained herein shall be considered to deny or
15 restrict the Board of its rights, responsibilities, and
16 authority under the Michigan General School Laws or any other
17 national, state, district, or local laws or regulations as
18 they pertain to education.
19
20

21 ARTICLE IV
22 BIO DUES AND PAYROLL DEDUCTIONS
23

- 24 A. A Bargaining Unit Member of BIO shall sign and deliver to the
25 Board an assignment authorizing deduction of membership dues
26 to BIO. Such authorization shall continue in effect from
27 year-to-year, unless revoked in writing between June 30 and
28 September 30 of any year. Such dues shall be deducted from
29 the first (1st) regular salary check in November, or the first
30 pay period following probation. BIO shall furnish to the
31 Board a list of current unit members and statement of dues
32 amount for deduction.
33
34 B. Any employee who is not a member of BIO, or does not make
35 application for membership in BIO within thirty (30) calendar
36 days from the first date worked, shall pay a service fee to
37 BIO in an amount equivalent to the amount of dues uniformly
38 required of the members of BIO, less any amounts not permitted
39 by law.
40
41 C. In the event that an employee fails or refuses to authorize
42 payroll withholding for dues or service fee, the Board shall,
43 upon receipt of a written demand from BIO, deduct the service
44 fee from the Bargaining Unit Member's wages and remit same to
45 BIO under the procedures provided below:
46
47 (1) BIO shall notify the Bargaining Unit Member of non-
48 compliance by certified mail, return receipt requested.
49 Said notice shall inform of the non-compliance, and shall
50 further advise that a demand for payroll withholding will
51 be filed with the Board in the event the employee fails
52 or refuses to voluntarily authorize withholding.
53
54

Line #

- 1 (2) In the event the Bargaining Unit Member fails to remit
2 the dues or service fee or authorize withholding for
3 same, BIO shall request the Board withhold pursuant to
4 paragraph C above.
5
6 (3) Upon receipt of BIO's request for involuntary withhold-
7 ing, the Board shall provide the Bargaining Unit Member
8 with an opportunity for a due process hearing. The
9 hearing shall address the issue of whether the Bargaining
10 Unit Member has either remitted the dues or service fee
11 to BIO or authorized payroll withholding of same. Addi-
12 tionally, the Bargaining Unit Member may request that the
13 Board of Education withhold or suspend involuntary wage
14 withholding due to the member's asserted legal challenge
15 to BIO's internal procedures by which Bargaining Unit
16 Members may protest the calculation of the agency shop/
17 service fee. In the event the member does not initiate
18 litigation or a proceeding before the Michigan Employ-
19 ment Relations Commission within thirty (30) days of the
20 hearing, the Board shall withhold pursuant to paragraph
21 C above.
22
23 D. The Board agrees to remit, by December 1, to BIO, all sums
24 deducted by the Board pursuant to authorization of the
25 employees, whether for membership or service fee, accompanied
26 by an alphabetical list of employees for whom such deduction
27 has been made.
28
29

30 ARTICLE V
31 HOLD HARMLESS
32

33 BIO agrees to indemnify and save the Board, its agents, and each
34 individual Board member, harmless against any, and all claims,
35 demands, costs, suits, or other forms of liability, including back
36 pay and all court costs or administrative agency costs that may
37 arise out of, or by reason of, action taken by the Board, or its
38 agents for the purpose of complying with this agreement and/or
39 agreements made with BIO in this agreement. BIO also agrees that
40 it will not assert that the defense or indemnity provisions of this
41 article are either unenforceable or void.
42
43

44 ARTICLE VI
45 ASSIGNMENTS
46

- 47 A. All Bargaining Unit Members must possess qualifications for
48 their assignment, as described within administratively
49 established job descriptions. In case of emergency, and/or to
50 prevent disruption of the district operations, Bargaining Unit
51 Members may be temporarily, and/or involuntarily, assigned
52 outside their existing job description, or assignment.
53
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1 B. The administration shall notify the affected Bargaining Unit
2 Members at the time of such emergency assignment.

3
4 C. The administration reserves the right to amend, or modify, job
5 descriptions and/or qualifications. BIO shall be provided
6 copies of job descriptions and changes.
7
8

9 ARTICLE VII
10 TRANSFERS

11
12 A. BIO, and the Board, recognize that some transfers and changes
13 of assignment are necessary in order to ensure a distribution
14 of experienced and qualified personnel throughout the system.
15 It is also recognized that transfers, and changes in
16 assignment, are the prerogative of the district.
17

18 B. Prior to a permanent involuntary transfer, volunteers will be
19 solicited to fill needed assignment(s). Such request for
20 volunteers shall not limit the employer's discretion in
21 effectuating involuntary transfer(s).
22

23 C. In making involuntary assignments and transfers, the conven-
24 ience and wishes of the individual Bargaining Unit Member
25 shall be honored to the extent that these considerations do
26 not conflict with the instructional requirements and best
27 interests of the school system, as determined by the
28 administration.
29

30
31 ARTICLE VIII
32 VACANCIES
33

34 A. Whenever a vacancy to be filled arises, the administration
35 shall post a notice of same on the designated bulletin board
36 in each building within the district for ten (10) days before
37 applications are closed. The BIO President will be given a
38 copy of any posting.
39

40 A vacancy is defined as a newly-created position, or unfilled
41 position, or a position currently filled, but which will be
42 open in the future, within the bargaining unit, which the
43 school district intends to fill, and which results in adding
44 a new employee to the district. Positions to be filled due to
45 attrition, layoff, transfers, etc., which do not result in
46 adding a new employee to the district, shall be posted for
47 ten (10) days, but shall not require application processing.
48

49 B. All vacancies created shall be posted as in "A" above, with
50 accompanying job description and required qualifications.
51

52 C. The provisions of this article shall not be construed as a
53 limitation upon the employer respecting the selection of
54 persons to fill vacancies.

Line #

1 D. The term days, as used in this article, shall be defined as
2 any day the Central Administration Office is open, excluding
3 Act of God days.
4

5
6 ARTICLE IX

7 REDUCTION AND RECALL OF STAFF
8

9 A. It is hereby specifically recognized, and agreed, that it is
10 within the sole discretion of the Board to reduce the number
11 of Bargaining Unit Members through layoff from employment; to
12 reduce the number of Bargaining Unit Members in a given
13 subject area, field, or program; to eliminate or consolidate
14 a position, or positions; or to reduce its educational program
15 or curriculum.
16

17 B. The Board shall lay off and recall Bargaining Unit Members
18 based on seniority with Branch Intermediate School District
19 among equally qualified candidates, but reserves the right to
20 bypass seniority in accordance with the provisions of Article
21 XIV, Section D (Evaluations). Seniority is defined to mean
22 the amount of time an individual is continuously employed as
23 a noncertified employee within the district. Movement from
24 one classification to another shall establish a new date of
25 seniority within the new classification, but shall not affect
26 seniority date in previous classifications.
27

28 It is expressly understood that Bargaining Unit Members
29 continuously employed by Branch Intermediate School District
30 but assigned to a position outside of BIO, shall maintain
31 seniority for the specific period of time they were members of
32 BIO, and shall have this seniority time apply within the
33 classification or classification(s) they were employed in.
34 Seniority shall be measured from an individual's last date of
35 hire; approved leaves of absence or layoff, when Bargaining
36 Unit Member is recalled, shall not constitute an interruption
37 of continuous service, for purposes of this article. The
38 Branch Intermediate School District administration will
39 prepare seniority lists. The lists will include date of
40 employment for each Bargaining Unit Member, as well as the
41 Bargaining Unit Member's classification and any state-approved
42 certifications. Lots will be drawn by individuals with the
43 same date of employment to determine placement on the
44 seniority list. A seniority list will be provided to BIO by
45 October 1 of each year, and be posted in each Branch
46 Intermediate School District building. Any Bargaining Unit
47 Member, or the Branch Intermediate Organization, shall notify
48 Branch Intermediate School District, in writing, of any errors
49 in the current seniority list within ten (10) working days of
50 the posting. If no error is reported within ten (10) working
51 days, the list will stand as prepared and will become
52 effective. It is expressly understood that a non-certified
53 individual who refuses to accept a part-time position does not
54 forfeit their right to accept any future full-time employment

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1 within the district. Recall for full or part-time employment
2 within the Branch Intermediate School District will be based
3 on seniority. If a part-time position is changed to a
4 full-time position, a recall shall occur at that time in
5 reverse order of layoff.
6

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

10
11 D. Layoff pursuant to this article shall terminate the
12 individual's employment and shall terminate, for the duration
13 of the layoff, the Board's obligation to pay salary and fringe
14 benefits to any Bargaining Unit Member so affected.
15

16 E. Recall shall be in reverse order of layoff. The Board shall
17 give written notice of recall from layoff by sending a first
18 (1st) class letter to Bargaining Unit Members at their last
19 known address.
20

21 It shall be the responsibility of the Bargaining Unit Member
22 to notify the Board of any change in address. The Bargaining
23 Unit Member's address, as it appears in the Board's records,
24 shall be conclusive when used in connection with layoffs,
25 recall, or any other notice to the Bargaining Unit Member.
26

27 If a Bargaining Unit Member fails to report to work within
28 five (5) calendar days from the date of the receipt of the
29 letter of recall, or ten (10) calendar days after mailing of
30 recall, unless an extension is granted, in writing, by the
31 Board, said Bargaining Unit Member shall be considered a
32 voluntary quit, and shall thereby completely terminate his
33 employment relationship with the Board.
34

35 F. A paraprofessional who has received a letter of intent in a
36 190-day calendar program who is paid unemployment compensation
37 benefits during the summer immediately following the layoff
38 and who is subsequently recalled at the beginning of the next
39 school year will be paid according to a modified hourly rate
40 such that his/her unemployment compensation plus the modified
41 hourly rate will be equal to the rate of pay he/she would have
42 earned for the school year had he/she not been laid off.
43

44 G. A Bargaining Unit Member on lay-off status for a continuous
45 period of two years shall be dropped from the seniority list
46 and terminated from employment with the BISD.
47

48
49 ARTICLE X
50 EMPLOYMENT STANDARDS
51

52 A. An employee may be terminated for any reason before completion
53 of the probationary period.
54

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1 B. Two weeks notice of termination must be given by either
2 Bargaining Unit Member and/or employer after successful
3 completion of the probationary period.
4

5 C. Persons covered under this contract can be terminated with
6 just cause and due process observed. Normally, two weeks'
7 notification of termination of employment will be given by the
8 employer. However, if a Bargaining Unit Member is guilty of
9 gross negligence or grossly unprofessional behavior, immediate
10 suspension with pay may occur.
11

12 It is agreed and understood that, under normal circumstances
13 the following progressive system of discipline should be
14 followed in disciplining persons covered by this contract:
15

- 16 (1) Discussion of problem between Bargaining Unit Member and
17 appropriate administrator.
- 18
- 19 (2) Verbal warning by appropriate administrator.
- 20
- 21 (3) Written reprimand by appropriate administrator included
22 in the Bargaining Unit Member's personnel file.
23
- 24 (4) Suspension, with pay, not to exceed a maximum of three
25 (3) working days.
26
- 27 (5) Dismissal.
28
29

30 ARTICLE XI
31 BARGAINING UNIT MEMBER FILES
32

33 A. Within two working days, upon written request, and during
34 reasonable working hours and days, a Bargaining Unit Member
35 shall have the right to inspect his own Central Office
36 personnel file at the Central Office Building. Such request
37 shall be made to the Central Office. The inspection must be
38 made in the presence of the administrator (or his designee)
39 responsible for the safekeeping of such file.
40

41 B. A representative of BIO may accompany the Bargaining Unit
42 Member in review of his personnel file at the option of the
43 individual Bargaining Unit Member.
44

45 C. At the request of the administration, Bargaining Unit Members
46 shall sign materials placed, or to be placed, in their
47 personnel files. Signature is for acknowledgment only, and
48 does not imply agreement. Bargaining Unit Members shall be
49 evaluated during probation and non-probation employment
50 according to administrative procedure and the evaluation will
51 be placed in their personnel file.
52
53
54

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ARTICLE XII
NO STRIKE

- 1
2
3
4 A. BIO, and the Board, recognize that strikes and other forms of
5 work stoppages by Bargaining Unit Members are contrary to law
6 and public policy. BIO, and the Board, subscribe to the
7 principle that differences shall be resolved by peaceful and
8 appropriate means without interruption of the district's
9 programs.
10
11 B. BIO therefore agrees that its officers, representatives, and
12 members shall not authorize, instigate, cause, aid, encourage,
13 ratify, or condone; nor shall any Bargaining Unit Member take
14 part in any strike, slowdown, work stoppage, boycott, picketing,
15 or other interruption of any activities of the district.
16
17 C. Failure, or refusal, on the part of any Bargaining Unit Member
18 to comply with the provisions of this article shall be cause
19 for whatever disciplinary action is deemed necessary by the
20 Board.
21
22

23 ARTICLE XIII
24 GRIEVANCES
25

- 26 A. A grievance shall be an alleged violation of the express terms
27 of this contract, or a written memoranda of understanding
28 entered into between the Board and BIO which has the prior
29 endorsement of both the President of BIO and the
30 Superintendent.
31
32 B. It is expressly agreed that the following matters shall not be
33 the basis of any grievance filed under the procedure outlined
34 in this article:
35
36 (1) The termination of services of, or failure to reemploy,
37 any probationary Bargaining Unit Member.
38
39 (2) Any matter involving personnel evaluation content.
40
41 (3) If a grievance is based upon any claim, complaint, or
42 matter for which the Bargaining Unit Member can seek
43 redress via another forum established by law (or by
44 regulation having the effect of law), the matter shall be
45 processed in accordance with these grievance procedures,
46 provided:
47
48 (a) That if, at the time of filing the grievance, the
49 Bargaining Unit Member or BIO has sought or is
50 seeking relief in such other forum, all further
51 proceedings pertaining to the grievance shall be
52 barred and the grievance shall be considered
53 mutually terminated.
54

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- 1 (b) That if, at any time during the pendency or
2 processing of the grievance (until service of the
3 arbitrator's award), BIO or the Bargaining Unit
4 Member initiates a claim in such other forum,
5 further grievance proceedings shall be barred and
6 the grievance shall be considered mutually
7 terminated.
8
- 9 (c) That the arbitrator shall have no power to rule
10 purely on legal issues, but may only interpret and
11 apply the provisions of this agreement.
12
- 13 C. All preparation, filing, presentation, or consideration of
14 grievances shall be held at times other than when a Bargaining
15 Unit Member or participating BIO representative are to be at
16 their assigned duty stations.
17
- 18 D. Written grievances, as required herein, shall contain the
19 following:
20
- 21 (1) It shall be signed by the grievant, or grievants, and the
22 endorsement thereon of the approval, or disapproval, of
23 BIO.
24
- 25 (2) It shall be specific and relate to contractual provisions
26 alleged to have been violated.
27
- 28 (3) It shall contain a synopsis of the facts giving rise to
29 the alleged violation.
30
- 31 (4) It shall cite the section or subsection of this contract
32 alleged to have been violated.
33
- 34 (5) It shall contain the date of the alleged violation.
35
- 36 (6) It shall specify the relief requested.
37
- 38 E. Any written grievance not in accordance with the above
39 requirements shall be rejected as improper. Such a rejection
40 shall not extend the limitations hereinafter set forth.
41
- 42 F. If the particular grievance is a "class" grievance affecting
43 Bargaining Unit Members in more than one building, the
44 grievance shall be processed directly to level three and shall
45 be subject to the same time limitations and other
46 requirements, as set forth for the initiation of grievances at
47 level one.
48
- 49 G. A grievance shall originate at the level of the grievant's
50 direct administration and shall be subject to the same time
51 limitations and other requirements as set forth for the
52 initiation of grievances at level one.
53
54

Line #

1 H. Time limits shall be observed, determined by date of stamped
2 and/or initialed receipt. The term days as used in this
3 article shall be defined as any day the Central Administration
4 Office is open, excluding Act of God days.
5

6 Every effort will be made by both parties to shorten time
7 limits wherever possible. Should a Bargaining Unit Member, or
8 BIO, fail to appeal a decision within the time limits
9 specified, all further proceedings shall be barred. The
10 grievance or response shall be either hand-delivered or sent
11 by certified mail to the last known address.
12

13 I. If a grievant fails to initiate a grievance or an appeal to
14 the next level within the time limits, all proceedings shall
15 be terminated.
16

17 J. All parties acknowledge that it is usually most desirable for
18 the Bargaining Unit Member and his supervisor to resolve the
19 problem through free and informal discussions.
20

21 K. When requested by either party, BIO's grievance representative
22 may intervene to assist in this resolution. However, should
23 such informal processes fail to satisfy the supervisor and the
24 Bargaining Unit Member, then the grievance shall be processed
25 in writing with the determination thereon of the approval, or
26 disapproval, of BIO. The BIO representative will represent
27 the organization, and may represent the grievant. If,
28 however, the grievant prefers to have a representative other
29 than BIO, he may choose to do so, providing:
30

31 (1) Representation is not another labor organization;
32

33 (2) BIO waives rights to representation; and
34

35 (3) Only BIO can take to arbitration.
36

37 LEVEL I

38 If no resolution is obtained within ten (10) days of the
39 occurrence, the Bargaining Unit Member shall reduce the
40 grievance to writing and deliver it to the program supervisor.
41 If the Bargaining Unit Member does not receive an answer
42 within five (5) days thereafter; or, if the written answer is
43 unacceptable, the Bargaining Unit Member shall, within ten
44 (10) days of the date on which the written grievance was
45 submitted to the program supervisor, appeal the grievance to
46 level two.
47

48 LEVEL II

49
50 A copy of the written grievance shall be filed with the
51 Director of the program, as specified in level one with the
52 endorsement thereon of the approval, or disapproval, of BIO.
53 Within five (5) days of receipt of the grievance, the Director
54 shall meet with the grievant and the designated BIO

Line #

1 representative to discuss the grievance. Within five (5) days
2 of the discussion, the Director shall render his decision in
3 writing, transmitting a copy of the same to the grievant, BIO
4 President, and Superintendent, and place a copy of same in a
5 permanent file in his office. If no decision is rendered
6 within five (5) days of the discussion, or if the decision is
7 unsatisfactory to the grievant, the grievant shall, within
8 five (5) days thereafter, appeal same to the Superintendent by
9 filing the written grievance, along with the decision of the
10 Director with the Superintendent, with a copy sent to the
11 President of the Board of Education. The date on which the
12 above copy is received by the Superintendent shall be the
13 determinative in establishing the effective filing date.

14
15 LEVEL III

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

31
32 L. ARBITRATION

33
34 (1) If the grievance is not satisfactorily resolved at level
35 three, BIO may, within ten (10) days of the date of the
36 written decision at level three, submit the grievance for
37 arbitration to the American Arbitration Association in
38 writing, with a copy of the demand for arbitration to the
39 President of the Board.

40
41 (2) Should BIO fail to initiate a grievance within the time
42 limits specified, the grievance shall be deemed
43 abandoned. Time limits, as specified herein, may be
44 extended only mutually and then only if in writing by
45 both parties.

46
47 (3) The rules of the A.A.A. shall govern the selection of
48 the arbitrator.

49
50 (4) PRE-HEARING

51
52 Neither party may raise a new defense or ground in arbi-
53 tration which has not been previously raised or disclosed
54 in writing by the conclusion of the pre-hearing level.

Line #

1 Each party shall submit to the other party, not less than
2 ten (10) days prior to the arbitration hearing, a pre-
3 hearing statement alleging facts, grounds and defenses
4 which will be proven at the hearing and hold a conference
5 at that time in an attempt to settle the grievance.
6

7 (5) POWERS OF THE ARBITRATOR
8

9 It shall be the function of the arbitrator and he shall
10 be empowered, except as his powers are limited below,
11 after due investigation, to make a decision in cases of
12 alleged violation of the specific articles and sections
13 of this agreement.
14

15 (a) He shall have no power to add to, subtract from,
16 disregard, alter or modify any of the terms of
17 this agreement.
18

19 (b) He shall have no power to establish salary scales
20 or change any salary.
21

22 (c) He shall have no power to change any practice,
23 policy, or rules of the Board, nor to substitute
24 his judgment for that of the Board as to the
25 reasonableness of any such practice, policy, rule,
26 or any action taken by the Board. His powers shall
27 be limited to deciding whether the Board has
28 violated the express articles or sections of this
29 agreement, and he shall not imply obligations and
30 conditions binding upon the Board from this
31 agreement, it being expressly understood that any
32 matter not specifically set forth herein remains
33 within the reserved rights of the Board.
34

35 (d) He shall have no power to decide any question
36 which, under this agreement, is within the respon-
37 sibility of management to decide. In rendering
38 decisions, an arbitrator shall give due regard to
39 the responsibility of management and shall so
40 construe the agreement that there will be no inter-
41 ference with such responsibilities, except as they
42 may be conditioned specifically by this agreement.
43

44 (e) If either party disputes the arbitrability of any
45 grievance under the terms of this agreement, the
46 arbitrator shall rule, in writing upon arbitrabi-
47 lity before proceedings to the merits of the case.
48

49 (f) The fees and expenses of the arbitrator shall be
50 paid by the Board, or BIO, whichever loses the
51 grievance. All other expenses shall be borne by
52 the party incurring them, and neither party shall
53 be responsible for the expense of witnesses called
54 by the other.

Line #

- 1 (g) Both parties agree to be bound by the award of the
2 arbitrator, subject only to legal remedies afforded
3 by courts of competent jurisdiction.
4
5 (h) The arbitrator shall document his findings and
6 conclusions in an opinion and award, which shall be
7 duly served upon the parties.
8
9 (i) All claims for back pay shall be limited to the
10 amount of wages which would have been earned at
11 the Bargaining Unit Member's regular rate of pay,
12 and the arbitrator shall have no power to award
13 any other form of damages. No decision for retro-
14 active wage adjustment in one case shall be binding
15 on other cases. No decision of the arbitrator for
16 a retro-active wage adjustment shall be valid
17 beyond twenty (20) days preceding the date of the
18 written grievance.
19
20 M. Any grievance during the period between the termination date
21 of this agreement and the effective date of a new agreement
22 shall not be processed. Any grievance which arose prior to
23 the effective date of this agreement shall not be processed.
24
25

26 ARTICLE XIV
27 MISCELLANEOUS PROVISIONS
28

29 A. SEVERABILITY
30

31 If any provisions of the agreement or any application of the
32 agreement to any employee shall be found contrary to law, then
33 such provision or application shall be deemed null and void.
34 All other provisions or applications shall continue in full
35 force and effect.
36

37 B. WAIVER
38

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

Line #

1 C. ENTIRE AGREEMENT

2
3 This agreement constitutes the sole and entire existing
4 agreement between the parties in respect to rates of pay,
5 wages, hours of employment or other conditions of employment
6 which shall prevail during the term of this agreement. It
7 supersedes and cancels all prior practices, whether oral or
8 written, and expresses all obligations of, and restrictions
9 imposed upon, the Board and BIO. All matters or subjects not
10 herein covered have been satisfactorily adjusted, compromised,
11 or waived by the parties for the life of this agreement. This
12 contract is subject to amendment, alteration, or additions
13 only by a subsequent written agreement between, and executed
14 by, the Board and BIO. The waiver of any breach, term, or
15 condition of the agreement by either party shall not
16 constitute a precedent in the future enforcement of its terms
17 and conditions. The Board shall deal with all matters not
18 expressly covered by this contract through the exercise of its
19 management rights without prior negotiations during the life
20 of this agreement.

21
22 D. EVALUATIONS

23
24 All Bargaining Unit Members shall be evaluated by their
25 immediate administrative supervisor at least biennially; and
26 such evaluation shall become a part of the Bargaining Unit
27 Member's personnel file. The individual Bargaining Unit
28 Member shall acknowledge receipt of such evaluation by signing
29 same. Signature is for acknowledgment only, and does not
30 imply agreement. The Bargaining Unit Member may submit a
31 written statement within thirty (30) calendar days of signing
32 acknowledgment, to be permanently attached and placed in the
33 Bargaining Unit Member's personnel file, along with the
34 evaluation. In the case of an unsatisfactory evaluation, the
35 Bargaining Unit Member will have sixty (60) calendar days to
36 correct the deficiency, based upon biweekly reviews by the
37 program supervisor. The biweekly reviews may be extended
38 another thirty (30) calendar days by the program supervisor,
39 when necessary, to better evaluate the Bargaining Unit Member.

40
41 At the conclusion of the biweekly reviews, the Bargaining Unit
42 Member may submit a written statement within thirty (30)
43 calendar days to be permanently attached and placed in the
44 Bargaining Unit Member's personnel file, along with the
45 biweekly reviews evaluation.

46
47 If, after the review period, the deficiency is not corrected,
48 the program supervisor shall, within ten (10) calendar days,
49 recommend to the Superintendent that the Bargaining Unit
50 Member be placed at the bottom of the seniority list. The
51 Superintendent, upon review, may take such action by placing
52 the Bargaining Unit Member at the bottom of the seniority list
53 within thirty (30) calendar days, with written notice of said
54 action to the Bargaining Unit Member, and to BIO.

Line #

1 Such placement shall stand until such time as the Bargaining
2 Unit Member receives a satisfactory annual evaluation, and, at
3 which time, the Bargaining Unit Member will regain original
4 seniority status.

5
6 E. JURY DUTY LEAVE

7
8 Leaves for jury duty will be paid in the amount of the
9 difference between regular salary and the stipend for jury
10 duty.

11
12 F. FUNERAL LEAVE

13
14 Necessary time requiring the employee's involvement, but no
15 more than five (5) working days may be granted to a Bargaining
16 Unit Member for a funeral of the immediate family, which
17 includes and is limited to: child, stepchild, mother, father,
18 mother-in-law, father-in-law, brother, sister, brother-in-law,
19 sister-in-law, spouse, grandparents, grandchild, guardian,
20 son-in-law, daughter-in-law, and surrogate parents who can be
21 substantiated. Additional bereavement leave may be granted at
22 the discretion of the Superintendent beyond the five (5)
23 working days, but such leave shall be deducted from the
24 Bargaining Unit Member's accumulated sick leave. Absence due
25 to the death of other than the immediate family will be
26 treated as an annual leave day request. Bargaining Unit
27 Members must make application for such leave on the approved
28 form, and receive approval of their supervisor.

29
30 G. FAMILY AND MEDICAL LEAVE ACT

31
32 To the extent required by the Family and Medical Leave Act
33 (P.L. 103-3), an eligible Bargaining Unit Member shall be
34 granted leave and the other rights specified by the law. When
35 leave is taken by an eligible Bargaining Unit Member under the
36 Family and Medical Leave Act, the District shall likewise
37 enjoy and reserve all rights afforded it by the law, whether
38 or not the same are specifically enumerated in this Agreement.
39 The parties intend that the provisions of the Family and
40 Medical Leave Act, including District and eligible Bargaining
41 Unit Member rights and responsibilities shall be supplementary
42 to this Agreement and shall prevail over the terms of this
43 Agreement to the extent of any conflict or inconsistency.

44
45 H. UNPAID LEAVE OF ABSENCE

46
47 Unpaid leave of absence shall be defined for this section as
48 any leave without regular pay, other than leaves mandated
49 under the Family and Medical Leave Act. A Bargaining Unit
50 Member may be granted unpaid leave for any personal reason
51 providing he has submitted the request five (5) working days
52 in advance, (except in extenuating circumstances), and has the
53 approval of the immediate administrator of the program prior
54 to being absent. The approval, or disapproval, of an unpaid

Line #

1 leave request shall be solely at the convenience of the
2 program, as determined by the program administrator. Denial on
3 this basis shall not be construed as being inconsistent with
4 granting unpaid leave to another Bargaining Unit Member, as
5 the reason for the unpaid leave request is not required, and
6 is not the basis for granting unpaid leave, and unpaid leave
7 is not a right of employment. Replies shall be given two (2)
8 working days after the request has been submitted.

9
10 Insurance benefits shall continue for up to one (1) year in
11 cases of disability. In all other cases, insurance benefits
12 shall continue for sixty (60) calendar days excluding
13 short/long term disability, and term life insurance.
14 Continuation of benefits beyond the period stated immediately
15 above shall be at the Bargaining Unit Member's cost and
16 subject to carrier requirements.

17
18 If a Bargaining Unit Member's request for unpaid leave is
19 denied, and that Bargaining Unit Member fails to report for
20 work on the dates of the unpaid leave request, such action
21 shall be considered misconduct, and is just cause for
22 immediate termination.

23
24 Any Bargaining Unit Member absent from work for three (3)
25 consecutive days, regardless of cause, without notice to the
26 Superintendent, or designee, in accordance with established
27 procedures, shall be subject to immediate and automatic
28 discharge. Any such discharge shall not be grievable. At the
29 discretion of the administration, exceptions to the fore-going
30 may be allowed when the Bargaining Unit Member has established
31 extenuating circumstances that prevented the Bargaining Unit
32 Member from notifying the Superintendent, or designee.
33 Established procedures are as follows:

- 34
35 (1) One day of unexcused absence - verbal reprimand.
36
37 (2) Two, or more, consecutive days of unexcused absence -
38 written reprimand.
39
40 (3) Habitual and persistent pattern of unexcused absence by
41 any Bargaining Unit Member can also result in discharge
42 for cause.

43
44 I. MATERNITY LEAVE

45
46 Branch Intermediate School District shall provide benefits,
47 per personnel classification, for all pregnancy-related
48 conditions. Branch ISD shall treat Bargaining Unit Members
49 temporarily unable to perform job duties because of pregnancy
50 in the same way other temporarily disabled Bargaining Unit
51 Members are treated by providing modified tasks, alternative
52 duties, disability, leaves, leaves 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
12 Intermediate School District shall not refuse to hire a woman
13 because of her pregnancy-related condition, so long as she is
14 able to perform the major functions necessary to the position.
15 A Bargaining Unit Member absent for pregnancy-related reasons
16 shall not be forced to exhaust vacation benefits before using
17 sick and disability benefits.

18
19 J. ACT OF GOD DAYS

20
21 Paraprofessionals

22
23 Those Paraprofessionals (Bargaining Unit Members) not required
24 to work on scheduled days of student instruction which are not
25 held because of conditions not within the control of school
26 authorities, such as inclement weather, fires, epidemics,
27 mechanical breakdowns, or health conditions as defined by the
28 city, county, or state health authorities, will not be paid
29 for such days. Such Bargaining Unit Members shall work on any
30 rescheduled days of student instruction which are established
31 by the Board and will be paid at their regular hourly rate of
32 pay. Bargaining Unit Members required to work on days when
33 school is not in session shall be paid their regular rate of
34 pay for such days.

35
36 In the event a Paraprofessional (Bargaining Unit Member)
37 receives unemployment compensation benefits (which as used
38 herein also includes 'underemployment benefits') during the
39 school year (associated with his/her regular work assignment)
40 due to days of instruction not being held when scheduled
41 because of conditions not within the control of school
42 authorities as stated above, and those days of instruction are
43 rescheduled so that the Bargaining Unit Member works those
44 instructional days at a later time, the Bargaining Unit Member
45 will have his/her pay adjusted, such that his/her unemployment
46 compensation plus the wages paid to the Bargaining Unit Member
47 for the year will be equal to the regular annual wages he/she
48 would have earned for the school year had there not been
49 scheduled days of instruction cancelled for such reasons.
50 This provision shall be subject to the following conditions:

Line #

1 (1) The total unemployment compensation plus wages earned in
2 the district shall not be below that which the Bargaining
3 Unit Member would have received had there not been any
4 instructional days cancelled for such reasons.
5

6 (2) The total unemployment compensation plus wages earned in
7 the district shall not be less than the Bargaining Unit
8 Member's regular wages from the same or similar period
9 during the preceding school year.
10

11 Clerical/Auxiliary/Technical and Custodial/Maintenance
12 (except those working a school calendar schedule)
13

14 Clerical/Auxiliary/Technical and Custodial/Maintenance Bar-
15 gaining Unit Members are to work on all scheduled work days
16 regardless of conditions which may cause the cancellation of
17 student instruction days. Failure to do so will result in
18 loss of pay for the time involved. Personal leave or vacation
19 time can be used to avoid loss of pay.
20

21 However, in the event of unusual or hazardous conditions as
22 determined by the Superintendent, he will issue explicit
23 instructions by a radio announcement and/or a "fan out" system
24 to such Bargaining Unit Members not to report for work.
25 Bargaining Unit Members will be paid for such days. In case
26 individual Bargaining Unit Members are requested to work on
27 such days, compensation will be given by an adjustment in the
28 individual's work time schedule or overtime pay.
29

30 For All Classifications
31

32 The Act of God days provisions are subject to revision or
33 being rescinded should the 180 (230) day requirement be
34 modified or repealed by action of the Michigan Legislature,
35 and/or as required under state aid provisions, and/or as
36 determined by the State Board of Education. If school
37 starting is delayed, Paraprofessional and Clerical/Auxiliary/
38 Technical Bargaining Unit Members may delay reporting for work
39 for an equivalent period of time in their regular schedule,
40 and there will be no loss of pay for the equivalent time.
41 Custodial/Maintenance Bargaining Unit Members shall report at
42 their normal starting time in the case of a school delay.
43

44 K. VACATION ELIGIBILITY WHEN TRANSFERRING CLASSIFICATIONS
45

46 A Bargaining Unit Member continuously employed in a non-
47 certified position who transfers from one classification to
48 another and back (classifications: 1) Paraprofessional
49 2) Clerical/Auxiliary/Technical 3) Custodial/Maintenance) may
50 add the time originally in the classification to the new time
51 in the same classification in order to determine eligibility
52 for the number of weeks of earned vacation where applicable.
53 Such computation to be made only upon the anniversary date of
54 current employment in the classification.

Line #

1 L. SALARY AND INSURANCE

2
3 Salary shall be contained in a salary schedule, subject to the
4 following:

5
6 1994-95 - As shown in Appendices A-1, B-1, and C-1

7
8 Board paid insurance coverage shall be in the amount per
9 individual Bargaining Unit Member, as agreed to in Appendices
10 A-2, B-2, and C-2.

11
12 The salary adjustments for 1995-96, 1996-97, 1997-98, and
13 1998-99, along with health and dental insurance (Section A of
14 Appendices A-2, B-2, and C-2) and disability insurance
15 (Section C of Appendix C-2) shall be negotiated annually,
16 giving consideration to three primary factors:

- 17
18 (1) Branch ISD's ability to pay
19
20 (2) Changes in the Consumer Price Index
21
22 (3) Prior Coldwater Community Schools contract settlements

23
24 Salary increases shall be no more than 6.5% and no less than
25 2% per year during the term of this contract. Both parties
26 shall recognize that future changes in funding or major
27 economic changes may necessitate variance from these
28 standards.

29
30
31 ARTICLE XV

32 DURATION AND RATIFICATION OF AGREEMENT

33
34 This contract shall be effective as of July 1, 1994, and shall
35 continue in full force and effect for five (5) years until June 30,
36 1999. No other wording contained within this contract will be open
37 except for the salary adjustments in Appendices A-1, B-1, and C-1,
38 and health and dental insurances in Appendices A-2, B-2, and C-2,
39 Section A, and disability insurances in Appendix C-2, Section C,
40 unless by written mutual agreement of the Board and BIO, and then,
41 only on each anniversary date of the contract's effective date,
42 with requests to open to be made by March 31 in any year.
43 Negotiations of the salary adjustments, and health, dental, and
44 disability insurances shall begin no later than March 31 of any
45 year. This agreement shall continue in effect for successive
46 periods of one (1) year, unless, and until written notice of
47 termination is given by either party, between March 1, 1999, and
48 March 31, 1999, or any subsequent anniversary of the effective
49 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
Dr. Gary Howe, President

Lauren Bracy
Lauren Bracy, Vice President

Stephen Haberkorn
Stephen Haberkorn, Trustee

Daniel J. Ludlow
Daniel Ludlow, Trustee

Lynn Scott
Lynn Scott, Trustee

Diane E. Longrey
Diane E. Longrey, Secretary

BRANCH INTERMEDIATE ORGANIZATION:

John Trott
John Trott, President

Harold Baker
Harold Baker, Vice President

Pricilla Dodd
Pricilla Dodd

Thomas Hadley
Thomas Hadley

James Hannon
James Hannon

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

APPENDIX A-1

PARAPROFESSIONALS
SALARY SCHEDULE

- A. All new employees shall be placed on a probationary period for forty (40) 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.

1994-95 SCHEDULE

Base \$8.59		Hourly Rate
<u>Step</u>		
0 (Probation & Sub)	0.70	\$6.01
1	0.80	6.87
2	0.90	7.73
3	1.00	8.59
4	1.12	9.62
5	1.24	10.65
6	1.36	11.68
7	1.48	12.71

Bargaining Unit Members employed as of July 1, 1994 shall be placed on a step numbered two higher than their 1993-94 step. In addition, Bargaining Unit Members who were entitled to a step increment under the previous salary schedule, shall receive it under the 1994-95 salary schedule.

- 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.
- C. The Board of Education shall pay Michigan Public School Employees Retirement.
- D. There will be six (6) paid holidays as follows:
- (1) Memorial Day
 - (2) Independence Day
 - (3) Labor Day
 - (4) Thanksgiving Day
 - (5) Friday after Thanksgiving Day
 - (6) Christmas Day

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.

- 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 minimum of six (6) hours, and a maximum of eight (8) hours. All work days will be based on student attendance and in-service days. Bargaining Unit Members' pay shall be based on actual hours worked.
- F. Duties will be arranged and assigned by the program supervisor through the professional staff.
- G. 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.
- H. For the life of this agreement, all regular full-time Bargaining Unit Members shall receive an increment on July 1, providing probation is complete and full-time employment is attained by December 1 of the previous year.
- I. 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.
- J. Bargaining Unit Members who desire year-round pay for a contract year, shall notify the Payroll/Personnel Department, by signing a written agreement, no later than the deadline for submission of the first timesheet of the school year. This agreement will remain in effect from year to year unless cancelled in writing prior to the start of the following school year. Changing the timing of receiving pay during the school year will not be allowed. Salary will be calculated in accordance with Administrative Rules and paid in twenty-six (26) installments.

Since there are twenty-seven (27) payrolls during the period September 1, 1995 through August 31, 1996, no pay will be received by Bargaining Unit Members choosing year-round pay for the first payroll in September 1995. The first anticipated payroll for Bargaining Unit Members in 1995-96 who have selected year-round pay is September 15, 1995.

APPENDIX A-2

PARAPROFESSIONALS
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:

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 incentives 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 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. WORKERS' COMPENSATION

The Board shall pay the premium cost of Workers' Compensation according to Michigan requirements.

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 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
 - (b) Spring Break
 - (c) First Summer Break
 - (d) Second Summer Break

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

- (3) Any Paraprofessional 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 Paraprofessional Bargaining Unit Member changes their position out of the Paraprofessional 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 noncertified 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.

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 immediate 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:

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

BISD may require medical verification of any used sick day.

- E. Employees are not eligible for fringe benefits until completion of probationary period. Health, dental, and life insurance coverage, will be effective as follows:

Commencing the first calendar day after probation ends. Coverages will be discontinued two weeks after termination (providing termination is voluntary with two weeks notice) or layoff from employment.

- F. Full-time, regular Bargaining Unit Members (one working the program calendar year with a minimum of 6 hours a day) shall be eligible for full insurance benefits year-round.
- G. Half-time, regular Bargaining Unit Members, shall be eligible for one-half ($\frac{1}{2}$) fringe benefits, subject to carrier requirements.
- H. 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 forty (40) calendar 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.

1994-95 SCHEDULE

Base \$6.85

Hourly Rate

<u>Step</u>	<u>Clerk/Typist</u>		<u>Clerical/Aux.</u>		<u>Aux./Technical</u>	
0 (Probation & Sub)	.95	\$6.51	1.13	\$7.74	1.31	\$8.97
1	1.00	6.85	1.18	8.08	1.36	9.32
2	1.06	7.26	1.24	8.49	1.42	9.73
3	1.12	7.67	1.30	8.91	1.48	10.14
4	1.18	8.08	1.36	9.32	1.54	10.55
5	1.24	8.49	1.42	9.73	1.60	10.96
6			1.48	10.14	1.66	11.37
7			1.54	10.55	1.72	11.78
8			1.60	10.96	1.78	12.19
9			1.66	11.37	1.84	12.60

Even though there are 3 payscale within this classification, for seniority purposes it is one classification, even though an employee may move among the pascals.

- 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. The Board of Education shall pay Michigan Public School Employees Retirement.
- D. 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. Any vacation time not used will be forfeited.

Terminating Bargaining Unit Members shall be paid for pro-rated unused vacation providing:

- (1) A minimum of one year of employment is completed.
- (2) The termination is voluntary.
- (3) A minimum of two weeks notice is given to the BISD.

E. There will be eight (8) paid holidays as follows:

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

In addition, there will be paid holidays associated with Christmas and New Year's Day as follows:

CHRISTMAS AND NEW YEAR'S ON:	ADDITIONAL HOLIDAY WILL BE:
Monday	None
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.)	None

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.

F. 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 minimum of six (6) hours, and 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.

- G. 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.
- H. For the life of this agreement, all regular, full-time Bargaining Unit Members shall receive an increment on July 1, providing probation is 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:

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 incentives 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 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. WORKERS' COMPENSATION

The Board shall pay the premium cost of Workers' Compensation according to Michigan requirements.

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 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. All sick days used 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 immediate 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 returned to work.

BISD may require medical verification of any used sick day.

Bargaining Unit Members 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 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.

- E. Employees are not eligible for fringe benefits until completion of probationary period. Health, dental, and life insurance coverage, will be effective as follows:

Commencing the first calendar day after probation ends. Coverages will be discontinued two weeks after termination (providing termination is voluntary with two weeks notice) or layoff from employment.

- F. Full-time, regular Bargaining Unit Members (one working the program calendar year with a minimum of 6 hours a day) shall be eligible for full insurance benefits year-round.
- G. Half-time, regular Bargaining Unit Members, shall be eligible for one-half ($\frac{1}{2}$) fringe benefits, subject to carrier requirements.
- H. 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 forty (40) calendar days. Former full-time BISD employment may apply toward this probationary period, at administrative prerogative.

1994-95 SCHEDULE

Base \$9.19

Hourly Rate

<u>Step</u>	<u>Custodian (Regular)</u>		<u>Custodian (Head/Night)*</u>		<u>Asst.Maint./ Grounds</u>		<u>Lead Maint.</u>	
0 (Probation & Sub)	.90	\$8.27	.94	\$8.64	1.15	\$10.57	1.50	\$13.79
1	1.00	9.19	1.04	9.56	1.25	11.49	1.58	14.52
2	1.12	10.29	1.16	10.66	1.40	12.87	1.66	15.26
3	1.26	11.58	1.30	11.95	1.50	13.79	1.76	16.17

*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) Supervises 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. The Board of Education shall pay Michigan Public School Employees Retirement.

- D. 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. Any vacation time not used will be forfeited.

Terminating Bargaining Unit Members shall be paid for pro-rated unused vacation providing:

- (1) A minimum of one year of employment is completed.
- (2) The termination is voluntary.
- (3) A minimum of two weeks notice is given to the BISD.

- E. There will be eight (8) paid holidays as follows:

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

In addition, there will be paid holidays associated with Christmas and New Year's Day as follows:

CHRISTMAS AND NEW YEAR'S ON:	ADDITIONAL HOLIDAY WILL BE:
Monday	None
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.)	None

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.

- F. 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 minimum of six (6) hours, a maximum of eight (8), and five (5) days weekly. Bargaining Unit Members' pay shall be based on hours worked.
- G. Overtime is permitted in emergencies, with the approval of the administration. Overtime will be paid at the rate of time and one-half ($1\frac{1}{2}$) of regular hourly rate after forty (40) hours in any one week.
- H. For the life of this agreement, all regular, full-time Bargaining Unit Members shall receive an increment on July 1, providing probation is completed, and full-time employment is attained by December 1 of the previous year.
- I. 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.
- J. Training conferences will be paid by the Board, if required by the administration.
- K. Seniority shall cover the custodial staff as follows:
 - (1) Openings will be posted pursuant to Article VIII. Bargaining Unit Members currently in a custodial classification will be given the position if qualified.
 - (2) 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 will be reinstated to previous position, which will automatically layoff person hired to fill his previous position.
 - (4) Seniority will rule in all cases.
- L. 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:

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 incentives 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 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. 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 plan

D. WORKERS' COMPENSATION

The Board shall pay the premium cost of Workers' Compensation according to Michigan requirements.

E. 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 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.

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 Term disability must be utilized upon eligibility.

All sick days used 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 immediate 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 returned to work.

BISD may require verification of any sick day.

Bargaining Unit Members 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 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.

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 custodial/maintenance 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, sick leave, and vacation days are exhausted.

- (2) They are not eligible for short or long term disability.
- (3) 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 Custodial/Maintenance 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. Employees are not eligible for fringe benefits until completion of probationary period.

Health, dental, and life insurance coverage will be effective as follows:

Commencing the first calendar day after probation ends. Coverages will be discontinued two weeks after termination (providing termination is voluntary with two weeks notice) or layoff from employment.

- H. Full-time, regular Bargaining Unit Members (one working the program calendar year with a minimum of 6 hours a day) shall be eligible for full insurance benefits year-round.
- I. Half-time, regular Bargaining Unit Members, shall be eligible for one-half ($\frac{1}{2}$) fringe benefits, subject to carrier requirements.
- J. All insurance coverage is subject to the underwriting rules and regulations of the selected carrier.

BRANCH INTERMEDIATE SCHOOL DISTRICT
1995-96
NON-CERTIFIED SALARY SCHEDULE

PARAPROFESSIONAL

Base \$8.81

Step	0 (Probation & Sub)	0.70	\$6.17
1	0.80	7.05	
2	0.90	7.93	
3	1.00	8.81	
4	1.12	9.87	
5	1.24	10.92	
6	1.36	11.98	
7	1.48	13.04	

CLERICAL/AUXILIARY/TECHNICAL

Base \$7.03

Step	0 (Probation & Sub)	Clerk/Typist	Clerical/Aux.	Aux./Technical
1	.95	\$6.68	\$7.94	\$9.21
2	1.00	7.03	8.30	9.56
3	1.06	7.45	8.72	9.98
4	1.12	7.87	9.14	10.40
5	1.18	8.30	9.56	10.83
6	1.24	8.72	9.98	11.25
7			10.40	11.67
8			10.83	12.09
9			11.25	12.51
			11.67	12.94

CUSTODIAL/MAINTENANCE

Base \$9.43

Step	0 (Probation & Sub)	Custodian (Regular)	Custodian (Head/Night) *	Asst. Maint./ Grounds	Lead Maint.
1	.90	\$8.49	.94	\$10.84	\$14.15
2	1.00	9.43	1.04	11.79	14.90
3	1.12	10.56	1.16	13.20	15.65
	1.26	11.88	1.30	14.15	16.60
