



MASTER AGREEMENT

between

BRIGHTON AREA SCHOOLS

and

BRIGHTON EDUCATIONAL SUPPORT

PERSONNEL ASSOCIATION

2006-2007

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	Preamble/Witnesseth	6
2	Recognition.....	7
3	Management Rights.....	8-9
4	Union Rights and Representation.....	10
5	Negotiations Procedures	11
6	Agency Shop and Payroll Deduction	12-13
7	Unpaid Leaves of Absence	14-15
8	Discipline and Dismissal	16
9	Grievance Procedure	17-18
	A. Definitions.....	17
	B. Step One	17
	Step Two	17
	Step Three	18
10	Seniority	19-20
11	Miscellaneous.....	21-24
12	Vacancies – General Provisions	25-28
13	Layoff – General Provisions.....	29
14	Evaluations	30
15	<u>Division 1 – Activity Coordinators, Library Media Assistants, Campus Security, Special Education Program Assistants, Middle School In-School Supervisors, Classroom Assistants and Hearing Interpreters</u>	
	A. Layoff.....	31
	B. Workweek and Workday.....	31
	C. Distribution of Extra Hours.....	31
	D. Rest Periods.....	31
	E. Call-In Pay.....	31
	F. Reporting Pay.....	31
	G. Miscellaneous Provisions.....	32
	H. Inclement Weather/Emergency Closing.....	32
	I. Insurance	32
	J. Special Needs Students	33
	K. Interpreters	33
	L. Bid Meeting.....	33

16 **Division 2** – Maintenance, Maintenance II, Custodial, Grounds Keeper , Shift Leader, Head Custodians, Head Custodian/Warehouse Technician, Locksmith and Mail Run Driver

A.	Replacement	34
B.	Layoff	35
C.	Workweek and Workday	35
D.	Overtime Distribution	36
E.	Call Back	36
F.	Reporting Pay	36
G.	Emergency Call-In on Sundays and Holidays.....	36
H.	Rest Periods.....	36
I.	Inclement Weather/Emergency Closing.....	36
J.	Insurance Benefits	37
K.	Vacations.....	37
L.	Benefits	38
M.	Uniforms.....	38
N.	Absences.....	38
O.	Distribution of Pay Checks	38

17 **Division 3** – Production Manager, Student Nutrition Coordinator, Head Cook, Head Baker, Student Nutrition Technicians, Special Events, Student Nutrition Manager & Student Nutrition Drivers

A.	Break and Lunch Time	39
B.	Layoff	39
C.	Inclement Weather/Emergency Closing	39
D.	Use of Kitchen	39
E.	Overtime.....	39
F.	Work Beyond Regular Hours	39
G.	Half Day Work.....	39
H.	Higher Classification Work	40
I.	Twelve Month Food Service Position.....	40
J.	Insurance Benefits (Single Subscriber).....	40
K.	Insurance Benefits (Full Family).....	40-41
L.	Special Events (Selection/Seniority).....	41
M.	Kitchen Manager (Open House).. ..	41
N.	Special Events (Pay Rate).. ..	41
O.	Workweek.. ..	44
P.	Requested Time Off.....	41
Q.	Uniforms/Shoes.....	41

18	<u>Division 4</u> – <u>Transportation</u>	
	A. Layoff	42
	B. Trip Assignments and Extra Work Assignments	43-44
	C. Route and Run Assignments	44-45
	D. Route Assignments.....	45-46
	E. Insurance Benefits	47
	F. Miscellaneous Provisions.....	47-48
	G. Job Assignment Committee.....	49-50
	H. Regular Unassigned Drivers	51
	I. Transportation Definitions	52
19	<u>Division 5</u> – <u>Secretarial, Clerical, Bookkeeping, General Ledger Accountant, Payroll Accountant, Computer Services Support Technician, Computer Technician & Fringe Benefits Specialist</u>	
	A. Awarding of Positions within Division	53
	B. Layoff	53
	C. Recall	53
	D. Probationary Period.....	53
	E. Pre-qualify for Positions.....	53
	F. Technology Updates.....	54
	G. Workweek and Workday.....	54
	H. Vacations.....	54
	I. Inclement Weather/Emergency Closing.....	55
	J. Temporary Work.....	55
	K. Insurance Benefits.....	55-56
	L. Testing.....	56
	M. Keyboarding.....	56
	N. Stipend... ..	56
20	<u>Division 6</u> - <u>Dispatcher</u>	
	A. Layoff.....	57
	B. Insurance.....	57
	C. Vacation.....	57-58
	D. CDL.....	58
	E. Inclement Weather/Emergency Closing	58
	F. Workweek.....	58

21	Paid Leave Days	59-60
22	Holidays.....	61-62
23	Drug and Alcohol Free Workplace.....	63
24	Duration of Agreement.....	63
Appendix A	Salary Schedule (Divisions 1).....	64
Appendix A-1	Salary Schedule (Divisions 2, 3, 4 & 6)	65
	Salary Schedule (Division 5).....	66-67
	Longevity.....	68
Appendix B	Division Classifications	69-70
Appendix C	Evaluation Forms	71
	Special Education Program Assistants, Classroom Assistants, Activity Coordinators and Hearing Interpreters	72-73
	Library Media Assistants	74
	Campus Security	75
	Custodial/Maintenance	76
	Student Nutrition.....	77
	Transportation.....	78-79
	Clerical Evaluation	80-81
	Dispatcher	82
Appendix D	Division 5 - Schedule of Work Days	83
Appendix E	Insurance Benefits.....	84-85
Appendix E	Duration of Agreement	86

ARTICLE I

PREAMBLE

The Agreement entered into by and between the Brighton Educational Support Personnel Association/MEA/NEA, hereinafter called the Union and the Brighton Area Schools, Livingston County, Michigan, hereinafter called the "Board." The signatories shall be the sole parties to this agreement.

WITNESSETH

WHEREAS, the Board and the Union recognize and declare that providing a quality education for the children of Brighton is their mutual aim and that the quality and morale of its Employees is a major component in the provision of quality education, and

WHEREAS, the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Union as the representative of those classified personnel set forth in Article 2 with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 2
RECOGNITION

A. The Board recognizes the Union as the exclusive and sole bargaining representative for all regularly assigned Employees within the following Divisions:

Division 1: Campus Security, Special Education Program Assistants and Classroom Assistants who are regularly scheduled to work twenty (20) or more hours per week, and the Library Media Assistants, Activity Coordinators, Middle School In-School Suspension Supervisor, and Hearing Interpreters regardless of the number of hours worked.

Division 2: Maintenance, Maintenance II, Custodian, Groundskeeper, Shift Leaders, Head Custodians, Head Custodian/Warehouse Technician, Locksmith and Mail Run Driver

Division 3: Production Manager, Student Nutrition Coordinator, Head Cook, Head Baker, Student Nutrition Technicians, Special Events, Student Nutrition Manager & Student Nutrition Drivers

Division 4: Transportation

Division 5: Secretarial, Clerical, Bookkeeping, General Ledger Accountant, Payroll Accountant, Computer Services Support Technician, Computer Technician, & Fringe Benefits Specialist.

Division 6: Transportation Dispatcher

The Middle School In-School Suspension position will be included in the bargaining unit when it is not designated as an instructional position in terms of the expectations set forth for the position by the Board. If included within the unit, the position will be included in Division I.

This Agreement excludes day-to-day substitutes, Supervisors, the Administrative Assistant to the Superintendent, and the Administrative Assistant to the Assistant Superintendent for Human Resources and Pupil Services.

B. Except as may be stated to the contrary, the term "Employee", when used hereafter in this Agreement, shall refer to all Employees represented by the Union in the bargaining or negotiation unit. The term "Division" when used hereinafter in this Agreement shall refer to Divisions set forth in Section A above.

"Classification" for purposes of this Agreement shall refer to those classifications identified within the Divisions as set forth in Appendix B (Division Classifications).

C. The Board agrees not to negotiate with any labor organization, other than the Union for the duration of this Agreement.

D. The Employer agrees to notify the Union in writing within ten (10) workdays of any new hires.

ARTICLE 3

MANAGEMENT RIGHTS

- A. The Board shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend, assign, discharge, or demote Employees. To the extent the exercise of the rights violates the terms of this agreement, a grievance may be submitted.
- B. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, subject to the provisions of this Agreement, the right:
 - 1. To direct Employees of the school;
 - 2. To relieve Employees from duties because of lack of work or for other legitimate reasons;
 - 3. To maintain the efficiency of the school operations entrusted to them;
 - 4. To determine policy and establish rules and the methods, means and personnel by which such operations are to be conducted provided the means and methods are not inconsistent with this agreement;
 - 5. To establish qualifications;
 - 6. To take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.
- C. All rights, powers and interests which have not been expressly granted to the Union by the provision of this Agreement are reserved to the Employer.
- D. The Board reserves the right to make any changes in routes, stops, length and number of runs and routes as necessary for the efficient operation of the transportation system, and to establish the schedule of hours and work weeks for positions outside of the Transportation Division in order to meet the requirements and/or needs of the District.
- E.
 - 1. Persons (defined as including volunteers and other Employees of the District and whether or not used during a period of layoff) not covered by this agreement may perform work covered by this Agreement for purposes of instructional training, experimentation, in cases of emergency, substitutes for absent Employees, or work that has historically been performed during the December winter break, summer and spring vacation periods and further, provided that any work performed during these school vacation periods shall not reduce on a day-to-day basis, the normal daily schedule of work hours assigned by the District (defined as excluding extra hours and overtime) of bargaining unit Employees in the classification (see Appendix B)(Division Classifications)* where the work is performed.

2. It is expressly understood the restrictions set forth above do not apply by way of illustration, to work performed by the Paraprofessionals excluded from the bargaining unit; to work performed by the community education department; to work authorized by Article 11-O (temporary transfers) and Article 15-B (Saturday detention program); to work performed by skilled trades Employees; and to the use of the kitchen by "internal groups" such as the boosters, P.T.O. and staff members.
 3. With the exception of non-bargaining unit substitutes and the mechanics (see Article 18-F-6, transporting buses for repair), Employees of the District employed outside of the Transportation Division will not transport students on buses.
- F. Upon request of the Union, the Board agrees to meet and confer regarding any changes initiated in qualifications for bargaining unit positions. In the event the Union believes the change was purposefully designed to exclude consideration of certain Employees for assignment to the position, the Union may process a grievance.

ARTICLE 4

UNION RIGHTS AND REPRESENTATION

- A. The Board specifically recognizes the right of the Union to organize and operate under the Michigan Public Employees Relations Act and all other applicable laws and regulations. The rights granted to Employees hereinafter shall be deemed to be in addition to those provided elsewhere.
- B. Employees shall be entitled to full rights of citizenship, and no religious or lawful political activities of any Employee, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such Employee.
- C. Provisions of this Agreement and the wages, terms, hours, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, handicap, sex or marital status or membership in, or association with, the activities of any Employee organization.
- D. Subject to the conditions set forth in administrative guidelines, the Union and its members shall be allowed, upon request, to use school building facilities for meeting during the hours that the buildings are covered by custodial staff. Administratively approved secretarial assistance will be provided to officers of the Association i.e. typing and printing of Union materials, at cost. Use of District office equipment (i.e. computers and copy machine) may be made available by the Administration consistent with its policies when it does not interfere with or interrupt such use by teachers or students. The Union shall have the exclusive right to post notices of activities and matters of Union concern in each work area in designated areas. The Union may use the District mail service.
- E. The Board agrees to make available to the Union in response to reasonable requests all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all board meetings, census and membership data, names and addresses of all Employees.
- F. Duly authorized representatives of the Union and their respective affiliates shall be permitted to transact official Union business on school property provided that this shall not interfere with or interrupt normal school operations.
- G.
 - 1. The Employees shall be represented by the President, Association Representative (or alternate) within the Division, or MEA Representative in a manner determined by the Employees and the Union.
 - 2. Reasonable arrangements will be made to allow the President and/or Association Representative (or alternate) within the Division time off with pay for the purpose of investigating grievances and to attend any negotiating meetings after approval has been obtained from the Assistant Superintendent for Human Resources.
- H. The Union may use up to twenty (20) paid days per fiscal year for the release of Employees to attend to Union business. An additional ten (10) days will be available for Employees to attend Union sponsored workshops that will contribute to a positive Employee/Employer relationship.

ARTICLE 5

NEGOTIATIONS PROCEDURES

- A. When an agreement is reached between the parties, a contract shall be written and signed by the Board President and the Union President. Necessary action will be taken by the Board and the Union to implement the specifics of the agreement. There shall be four (4) signed copies of the agreement for purposes of record. Two (2) shall be retained by the Board and two (2) shall be retained by the Union. The Board will assume the cost associated with reproducing the Agreement and distributing it to bargaining unit members.
- B. Any amendment to this contract shall be in writing and ratified by both parties prior to its effective date, it being expressly understood that this contract may not be amended or extended orally.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Union (for the life of this Agreement) each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- D. It is recognized that the parties may upon mutual consent modify provisions of this contract during its life if the above paragraph is waived by each in their sole discretion.

ARTICLE 6

AGENCY SHOP AND PAYROLL DEDUCTION

A. Service Fees

Each bargaining unit member shall, as a condition of employment:

1. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union, or

Pay a Service Fee to BESPAA, pursuant to the Union's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedure adopted pursuant to that policy. The Service Fee shall not exceed the amount of union dues collected from union members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to BESPAA, or authorize payment through payroll deduction, the Board shall, pursuant to MSLA 408.477; MSA 17.277(7) and at the request of BESPAA, deduct the Service Fee from the bargaining unit member's wages and remit same to BESPAA. The Board agree to disburse said sums deducted with confirmation of the wire transfer and the payroll report sent to the BESPAA Membership Chair on the same day payroll checks are printed.

2. No dispute, claim or complaint by an objecting Employee concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in the Agreement.
3. The Union agrees to indemnify and save the Board, and including each individual School Board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay, legal fees and all court or administrative agency costs that may arise out of or by reasons of action taken or not taken by the Board or its agents for the purpose of complying with this Article, subject, however, to the following conditions provided the damages have not resulted from the gross negligence, misfeasance, or malfeasance of the Board or its agent.

It is further agreed that the Michigan Education Association (MEA) may utilize its attorneys to defend against any suit brought against the Board.

B. Dues Deductions

1. Any bargaining unit member who is a member of BESPAA, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions to the Union as established by the Union. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of such dues, assessments and contributions from the regular salary checks of the Employee each month for ten (10) months, beginning in September and ending in June of each year. Any Employee who shall not perform services for any entire month of the school year, shall have his/her dues reduced by one-twentieth (1/20) of the yearly dues for each one half month he/she did not work, except where the failure to perform services during the month was the result of the Employee taking paid leave provided for in this Agreement.
2. All refunds claimed for dues or service fees of the Union, MEA and NEA shall be remitted to the Union. The Union agrees to reimburse any Employee for the amount of any dues or fees deducted by the Board and paid to the Union, which deduction is by error in excess of the proper deduction and agrees to hold the

Board

harmless from any and all claims of excessive deductions.

C. Payroll Deduction

1. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such Employee no later than the next payroll date after all required documents are submitted and verified, and make appropriate remittance, for plans or programs jointly approved by the Union and Board, to a maximum of five (5) deductions per pay beyond the standard deductions provided that once such deduction is authorized, it shall be subject to change only at the beginning of each subsequent semester.
2. The parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated 30 days following the Union's notification to non-members of the fee for that given school year.

ARTICLE 7

UNPAID LEAVES OF ABSENCE

- A. 1. An Employee who, because of illness or accident (including compensable injuries under the Worker's Compensation Act) is physically unable to report for work and has exhausted all means of compensation from the Board, shall be granted a leave of absence, not to exceed one (1) year, provided he/she promptly notifies the Board of the necessity therefore and provided further that he/she supplies the Board with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer. The leave may be extended beyond the specified period of time upon mutual agreement between the parties.
- 2. Section A will not prohibit an Employee (who maintains at their own election), a short-term disability plan from requesting an unpaid leave status without exhausting all means of compensation (See Section H, 3 below).
- B. Leaves of absence shall be granted for prolonged serious illness of a physical or mental nature in the immediate family, which includes husband, wife, children, or parents when it is verified that the Employee must be the care giver.
- C. Leaves of absence shall be granted for a specified period of time for training related to an Employee's regular duties in an approved education institution (not to exceed two years).
- D. The reinstatement rights of any Employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.
- E. Leaves of absence will be granted to Employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, providing such Employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.
- F. Any Employee in the bargaining unit elected or appointed to full-time position or office in the Union whose duties require absence from work, shall be granted a leave of absence for the term of such office or position. Seniority will continue to accrue for the duration of such leave.
- G. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Board, a copy furnished to the Employee and a copy sent to the Union. Leave requests should be submitted ten (10) working days before the leave is to begin, if possible.
- H. 1. Upon proper and timely application, an eligible Employee will be granted a qualified leave of absence as required under the Family and Medical Leave Act of 1993 (29USC 2601) for a total period of up to twelve weeks per year.
- 2. A fiscal year (July 1-June 30) twelve month period will be utilized in all cases by the Board in assessing the amount of time an eligible Employee has available for a qualified leave under the act.
- 3. The Board may require an Employee to utilize available paid time (i.e. leave days, vacation, etc.) in excess of five (5) days and such time will be utilized in computing available time off under the act.

4. In general, intermittent and reduced schedules will not be approved absent mutual agreement between the Employee and the Board. Proper consideration when medically necessary will be given as required by law in such instances and alternate assignment(s) may be instituted by the Board.
5. In the event an Employee and his/her spouse are employed by the District, whether with or outside of the bargaining unit, an aggregate of twelve (12) weeks will be provided, unless the leave time is attributable to a serious health condition that makes the Employee unable to perform the functions of his/her position. In such instances, the total amount of time for each spouse will not exceed twelve (12) weeks for all leaves covered by the act.
6. Insurance benefit payments will continue for an Employee absent on a qualified leave under this section.
7. In the event this article or other portions of this agreement extend greater benefits to an eligible Employee in relationship to qualified leaves, the provisions of the agreement shall prevail.
8. The following general provisions will apply to all leaves of absence under this section:
 - a. Except as set forth in Section H(3) above, the leaves of absence under this article shall be without pay.
 - b. Seniority shall accrue while on leave under this Section.
 - c. With the exception of the requirements set forth in Article 16(B) (Custodial replacement) and Article 18(B) (Driver trip assignments & extra work assignments) and C(2) (run definition), the position of an Employee absent on an unpaid leave of absence may be filled with a substitute. If the individual is on an unpaid leave for more than six (6) months, the position will be posted unless medical information regarding the individual indicates the mandatory posting should be reviewed.
 - d. Employees may be required to provide periodic status reports while on leave under this Article and will be required to provide medical verification or other certification in support of an initial request for leave.
 - e. Failure to return to work at the end of an approved leave of absence will be considered a voluntary resignation and the board may require the Employee to repay insurance premiums paid if the leave was authorized under Section H (Family Medical Leave Act).
 - f. All requests for unpaid leave are to be directed to the Office of Human Resources. Where leaves of absences are foreseeable, Employees are required to provide at least (30) calendar days notice and if not foreseeable, as soon as possible.
- I. An Employee who meets all the requirements, as hereinbefore specified, shall be granted a leave of absence without pay. Except as set forth in Section F above, any leave of absence of more than one year shall be without accrual of seniority after one year. Upon return, as specified heretofore, the Employee shall be entitled to resume regular status and all job and recall rights. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Board and the Employee. Upon return from medical leave, the Employee shall be reinstated to his/her former position, unless the leave exceeds (6) months. If the leave exceeds six (6) months, the position will be posted unless medical information regarding the individual indicates the mandatory posting should be reviewed. If the position is posted, the Employee, upon return, will be placed in a like position (i.e. hours, shift, pay scale) as the one they held prior to the leave. In the event there is no open position, the individual will be placed in the position of the least senior person holding a like position as the one vacated by the returning Employee. If a like position does not exist, the returning Employee will be placed in a position that is similar to the one they held. At a later date, should an opening occur in the same position, the returning individual will be given the first right of refusal. This preferential treatment shall be extended for a period of one year from the date the Employee returns. Employees on leave, not covered by section A, B or H above may not be assured of a return to their former position.

ARTICLE 8

DISCIPLINE AND DISMISSAL

- A. Dismissal, suspension and/or other disciplinary action shall be only for just and stated causes with the Employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the Employee and the Union. When the Employer feels disciplinary action is warranted, such action must be taken within ten (10) working days of the occurrence of the condition giving rise to the action. If additional time is needed, the Union will be notified in writing and a mutually agreed upon period of time will be established in order to complete the investigation.
- B. 1. Discipline shall be progressive on the part of the Board and shall be implemented using the following guidelines:
- Step 1 - Verbal warning
 - Step 2 - Written warning and/or probationary period
 - Step 3 – Written reprimand and/or probationary period.
 - Step 4 -Three (3) days off without pay and written disciplinary notice will be provided to the Employee.
 - Step 5 - Five (5) days off without pay and a written disciplinary notice will be provided to the Employee. Notification shall also be provided at this time that any further disciplinary notices (written or verbal) may result in termination of employment.
 - Step 6 -Termination
- Steps 1, 2 and 3 remain on file for one (1) year if no further disciplinary action is taken.
(Then shall be deleted from file.)
- Steps 4 and 5 remain on file for two (2) years if no further disciplinary action is taken.
(Then shall be deleted from file.)
2. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, dishonesty and insubordination. Unless otherwise provided above, disciplinary records will be retained in the personnel file for two (2) years and shall then be deleted from the file unless the offense is of a serious nature (such as sexual harassment).
3. Depending on severity of the offense, the steps above may be waived.
- C. The record of any disciplinary action taken against an Employee which is found to be unjustified, shall be expunged from the Employee's personnel file.
- D. Article 8 shall not apply to probationary Employees.

ARTICLE 9

GRIEVANCE PROCEDURE

A. **Definitions:**

1. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the expressed terms of this Agreement.
2. The time elements in the steps may be shortened or extended upon written mutual agreement between the parties.
3. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all holidays. For school year Employees, days when school is not in session shall also be excluded.
4. A grievance concerning alleged safety hazards may be processed directly to Step three (3) of the grievance procedure.
5. Any Employee or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the conditions giving rise to the grievance, or within (5) working days of the date it is reasonable to assume that the Employee first became aware of the conditions giving rise to the grievance, shall not hereafter be considered a grievance under this Agreement.
6. A Union grievance shall be defined as a grievance concerning the unit, in which case the Assistant Superintendent for Human Resources shall be considered the supervisor, as defined.
7. The Union shall develop a grievance form for purposes of implementation of the procedures set forth herein. The forms will be available to Employees through the Division Representatives, or other officers of the Union and Supervisors.

B. **Step One - Immediate Supervisor**

1. Any Employee having a grievance shall discuss the matter, informally, with his/her immediate supervisor, with the Employee's Union Representative present. If the grievance is not resolved orally it may be moved to Step 1, B-2
2. The Union then may submit the grievance, in writing, to the Assistant Superintendent for Human Resources, stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The Employee and the Union shall sign the grievance.

Step Two - Assistant Superintendent for Human Resources

1. The Union and the Employee shall then, within five (5) working days, meet with the Assistant Superintendent for Human Resources to discuss the grievance.
2. The Assistant Superintendent for Human Resources shall give his/her decision, in writing, relative to the grievance, within five (5) working days of the meeting with the Employee Representative and the Employee.

Step Three - Arbitration

Only the Union may process a grievance to Step 3.

Any unresolved grievance which is related to the interpretation, application or enforcement of a provision of this Agreement, or any written supplementary agreement, and which has been fully processed through the last step of the grievance procedure, may be submitted to binding arbitration in strict accordance with the following procedure:

Arbitration shall be invoked within thirty (30) calendar days of the notification of the decision in Step 2 by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an Arbitrator, within seven (7) working days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules of the American Arbitration Association except where expressly provided otherwise in this Agreement.

Powers of the Arbitrator are subject to the following limitations:

1. He/she shall have no power to add to, subtract from, disregard, alter or modify any terms of this Agreement.
2. He/she shall have no power to establish salary schedule or to change any salary schedule.
3. He/she shall have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
4. He/she shall have no power to decide any questions which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an Arbitrator shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
5. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
6. He/she shall not have the power to interpret state or federal law.
7. He/she shall not have the power to rule on the discharge or discipline of a probationary Employee.
8. After a case on which the Arbitrator is empowered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.
9. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall make his ruling thereon prior to hearing testimony concerning the merits of the grievance.
10. More than one grievance may not be considered by the Arbitrator, at the same time, except upon expressed written mutual consent, and then only if they are of similar nature.
11. The cost of the Arbitrator shall be borne by the losing party, and each party shall assume its own cost for representation, including any expense of witnesses except as provided in Section 13 below. In the event there is not a clear cut losing party in an Arbitrator's decision the Arbitrator will determine the percentage paid by each party.
12. The decision of the Arbitrator shall be final, conclusive, and binding upon the Board, the Employees and the Union.
13. Arrangements will be made for paid release at Board expense for Union witnesses, and the Union President and Grievance Chairperson.

ARTICLE 10

SENIORITY

- A. A newly hired Employee shall be on a probationary status for sixty (60) workdays beginning with the Employee's first paid day. If at any time prior to the completion of the sixty (60) workday probationary period, the Employee's work performance is unsatisfactory, she/he may be dismissed by the Employer and shall not have the right to the grievance procedure or arbitration. Probationary Employees who are absent during the first (60) work days shall remain on probation until he/she completes sixty (60) actual work days. All newly hired Employees, except in Division IV, shall be placed on the **start step** of the appropriate salary schedule. In no event except in Division IV, shall a newly hired Employee begin on a higher step than **start** on the appropriate salary schedule.

Upon satisfactory completion of the probationary period, the Employee's seniority date shall be retroactive to the date the Employee completed, signed and submitted the MEA membership forms.

An Employee will lose or have his/her seniority date adjusted for the following reasons:

1. He/she resigns.
2. He/she is discharged for just cause and not reinstated through the grievance procedure.
3. He/she retires.
4. He/she transfers to another Division.

Seniority will be adjusted for any period of time an Employee voluntarily moves to a position not covered by the BESPAs contract.

Seniority will additionally be frozen when an Employee transfers between Divisions (after the 20 day trial period) reflecting the last day of work in that Division .

A seniority date will be given in the new Division from the first paid day as a regular Employee within that Division.

Seniority date will again be adjusted if an Employee transfers out or returns to their original Division. The "formula" for adjustment will be based on a 365 day calendar. Actual time spent in another Division will be added to their seniority date upon return to the Division. (Example: two (2) years spent in another Division will add two (2) years to the seniority date in the original Division)

- B. An agreed to seniority list shall be published on the District Intranet by October 15 of each year. Such list shall contain the date of hire, seniority date and classification, and any adjustments made.
- C. There shall be separate seniority rosters for each Division (See Article 2-A) (Recognition/Divisions) of Employees which shall be maintained by the District, and which shall not be interchangeable.
- D. Subject to the limitations found elsewhere in this Agreement, seniority shall be defined as continuous service within a Division (See Article 2-A) from the first paid day as a regular Employee (not to include training) within the Brighton Area Schools, from the effective date of hire, and shall be defined to mean the amount of time an individual has been continuously employed by the District within the Division.
- E. In the event two or more bargaining unit members have the same date of hire, the last four (4) digits of their social security numbers, beginning with the highest number first, shall determine their ranking on the seniority list.

F. Seniority will accumulate while on layoff for up to three (3) years. Seniority will accumulate during disability leaves of the Employee (including worker's compensation) for up to one year. Seniority will accumulate while on leaves granted under Article 7(F) (Union positions). Seniority will not accumulate on other unpaid voluntary leaves in excess of twenty (20) workdays. Upon return from leave the Employee shall assume previously accumulated seniority. At the conclusion of two (2) years Employees shall be deleted from the seniority lists.

G. **Hire Date**

If an Employee terminates their employment with Brighton Area Schools, his/her date of hire and seniority date will also be terminated. In the event a former Employee resumes employment with the District, a rehire date shall be issued and upon completion of the probationary period and the submission of all necessary MEA membership forms, a new seniority date will be issued. The rehire date will be used to calculate longevity.

ARTICLE 11

MISCELLANEOUS

- A. Employees covered by this Agreement may use available **telephones** for their reasonable use.
- B. The Board shall provide, maintain, identify, and regulate to the extent possible, adequate off-street staff **parking** facilities.
- C.
 - 1. Any Employee desiring to **resign** from their employment with the Board shall file a letter of written resignation with the office of Human Resources at least ten (10) working days prior to the effective date of such resignation. Formal acknowledgement of resignation will be in writing.
 - 2. Any Employee who resigns from their position in the manner herein described maintains their right to any earned allowable benefits after surrendering keys, I.D. card and any BAS materials.
- D. Employees who are required to use their own transportation for carrying out their job responsibilities for the Board, shall be reimbursed for all such **miles driven** at the current IRS rate using procedures established by the District. Drivers using their own vehicle for random drug testing will be paid mileage consistent with the current IRS rate.
- E. If any article or section of this Agreement or any supplements thereto should be held **invalid by operation of law**, or by any competent jurisdiction or tribunal, or if compliance with or enforcement of any article or section of this Agreement should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.
- F. The Board and Employee will take reasonable and prudent measures to prevent or eliminate **injurious hazards** to which the Employee and/or students may encounter. There shall be a Committee of two Employees appointed by the Union and two management personnel who will review accidents and on the job injuries. This Committee shall meet at the request of the Union or management or when an accident occurs. A mechanic and/or others may be asked to serve in an advisory capacity to the Committee. The goal of the Committee shall be to prevent accidents and to prevent the reoccurrence of accidents. Committee membership is voluntary and the members shall not be compensated for time spent in meetings or other work associated with the Committee.
- G. The Union and Employees recognize that **strikes** are contrary to law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means in keeping with the high standards of education, without interruption of the school program. Accordingly, the Union agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any member or group of members which is contrary to law.
- H. Approved **overtime** will be paid at one and one-half (1 ½) the regular hourly rate for all hours worked beyond forty (40) hours in one week. Paid time off will count as hours worked in computing overtime This shall not include transportation Article 18 (B-14)(paid time off will not count as hours worked in computing overtime).
- I. If the Board requests Employees to attend **training**, the Board will pay the cost for classes. If the Board directs an Employee to attend training during work hours, the Employee will not suffer a loss in pay.
- J. The Board shall make available adequate **lunchrooms and rest rooms** which are not available to students.

- K. The **use of tobacco** is prohibited in all buildings, on all grounds and in District-owned vehicles. The disciplinary step scheduled for implementation in Article 8-B (Discipline and Dismissal) for a violation of this provision will be held in abeyance provided the Employee immediately enrolls in a cessation program and provides notice to the Board of completion of the program. The program cost will be assumed by the Employee. In the event the program is not completed or the Employee does not enroll, the discipline will be imposed. Discipline will only be held in abeyance one time for an Employee under this provision.
- L. The Board shall select a physician to administer required **T.B. tests**. The Board shall pay for the full cost of the Tine or chest x-ray if not covered by insurance. Should the Employee choose to go to another physician, the Board's cost will be limited to the charges applied by the District-selected physician.
- M. Employees, spouses, and children residing within the household will receive a home **athletics pass**. The use of the pass is subject to the restrictions set forth by the Board. Athletic passes will not be issued while the District charges students participation fees to participate in athletics.
- N. **Summer/temporary positions** will be posted in all buildings. The working conditions associated with the positions in addition to the right of selection will continue to be reserved to the Board.
- O. In the event the Board **temporarily transfers** an Employee, the Employee will receive his/her regular pay rate or the pay rate of the position to which the Employee was transferred, whichever is higher.

The temporary transfer of a bargaining unit Employee initiated by the Board will not exceed twenty (20) working days absent agreement with the Union. This provision will not apply to assignments under Article 16 (A) (Custodial Replacement).

- P. The **insurance** coverage provided through this Agreement is subject to the rules and regulations of the insurance carriers.
 1. Insurance benefits will be paid for sixty (60) calendar days following the exhaustion of sick leave in the instance of extended disability or illness. In the event the Employee is on a leave authorized under Article 7 (A-2)(short term disability) the benefits will be paid for sixty (60) days from the first day of the unpaid leave.

In relationship to compensable leave under the Worker's Compensation law, the Board may elect to continue hospitalization premium payments beyond the sixty (60) day limit.
 2. Employees who are eligible for premiums and contributions toward insurance benefits may elect to enroll in MESSA health care plans, in tax sheltered annuities and available fixed or variable options.

Employees who are eligible for hospitalization contributions but do not enroll in hospitalization coverage will, under the Cafeteria Plan, be given the amounts set forth in the aforementioned provisions in cash, which may be retained as such or expended upon tax sheltered annuities or available fixed and/or variable options.
 3. Any amounts owed by an Employee beyond the Board's premium contribution will be payroll deducted as a requirement of this Agreement in accordance with the procedures established by the Business Office.
 4. The Board agrees to establish a Cafeteria Plan which qualifies under Section 125 of the Internal Revenue Code.

- Q. In the event any errors or omissions are made in relationship to any extra hours or **overtime rosters** in any Division, the Employee bypassed will be placed, on a one-time basis, at the top of the list for the next overtime or extra hours opportunity.
- R. In the event that no Employee elects to accept to work extra hours or overtime, or there exists no qualified substitutes within the Division, the District reserves the right to assign the work to the least senior Employee within the Division or department, (in the instance of the Operations Division) qualified to perform the work. Extra hours will be divided as equally as possible within the building.
- S. An Employee may review the contents (excluding materials permitted by law) of his/her **personnel file** by making an appointment with the Office of Human Resources. Copies of the material may be obtained, subject to copying and processing charges.
- T. It is mutually recognized that bonafide handicaps require reasonable accommodations as defined within the **Americans with Disabilities Act** and the rules/regulations adopted for purposes of the Act's implementation. In recognition of this obligation, the parties agree to meet on a case-by-case basis where questions of reasonable accommodation are impacted in whole or in part by the terms of this agreement.
- U. In the event the District requires an Employee to **secure a license** (i.e. to apply certain turf grass chemicals, etc.), the District will pay the cost associated with class registration and licensing fees (including renewals).
- V. The various assignment related provisions of this Agreement will not be implemented in such a fashion that an Employee will be assigned under the **supervision of a relative** (see Board Policy 4121), within the oversight responsibilities of certain leadership positions (i.e. Head Custodian; Head Student Nutrition Manager) or positions with structural relationships to certain other positions within the District (i.e., Media Specialist and Library Media Assistants; Classroom Assistant and Special Education Program Assistant).
- W. Regarding the High School Study Center Paraprofessional position, the parties agree as follows:
1. The current Employee assigned to this position will remain in the assignment.
 2. Should the current Employee leave the Study Center Paraprofessional position and it remains at twenty-plus (20+) hours, it will be posted as a bargaining unit assignment.
- X. The Employer will strictly enforce the laws on the administering of **medications to students**. Unless otherwise agreed, no Employee in any Division will be required to administer injections (this shall not include an Epi Pen for bee stings or other allergies).
- Y. When an emergency such as a **bomb threat** or other dangerous condition develops during the workday, the Employee will not be expected to stay in areas that would endanger his/her well-being. She/he may be asked, however to move to an alternate location to provide assistance during the emergency.
- Z. When crediting an Employee's leave/vacation bank for Employees in all Divisions the Employee shall be credited with a day. A **day shall be interpreted to mean** the amount of hours the Employee is working when that "day" is used. Employees (other than those in Division 4 - Transportation) using a partial leave/vacation day, shall have their day adjusted to the nearest one quarter (1/4) day. Transportation Employees shall use one-eighth (1/8) day. The Employer will arrange for a computer consultant to review the internal computer systems of transportation and will discuss the findings with the Union, resulting in mutually agreeable solution(s).

AA. **Professional Council**

The Professional Council shall be composed of seven members appointed by the Superintendent or his/her designee, and seven members appointed by the Brighton Educational Support Personnel Association (BESPA). Other individuals may be invited to attend the Council based on particular agenda items or issues.

The BESPA Professional Council shall meet monthly at regularly scheduled times and as requested by either party to discuss and study issues relating to the school system and the bargaining unit.

The Professional Council shall be empowered to negotiate contract language as well as letters of agreement and to resolve special problems. Should consensus be reached, any negotiated changes are subject to ratification by the Board of Education and BESPA. It is understood that the Council is not intended to bypass the regular bargaining process or the grievance procedure.

The Professional Council is empowered to form subcommittees composed of BESPA members and administrators to study particular issues. Upon completion of their study and report on the issue assigned, each subcommittee shall be considered dissolved.

In the event the Professional Council meetings are held during regularly scheduled work time, representatives shall be released from their work duties without loss of pay.

BB. Employees hired with the understanding they would earn a **years credit** for retirement (1020 hours per year) will continue to be guaranteed a years credit regardless of the negotiated school calendar. This may be accomplished through training and/or professional development days.

CC. Laid off Employees in all Divisions will be given **priority opportunity for substitute work**. It will be the responsibility of the Employee, not the District, to inform the Employer of their interest in substitute work.

DD. Direct Deposit: Effective the date of the ratification of this contract, all newly hired Employees shall be required to enroll in direct deposit for payroll purposes. Effective July 1, 2007, all members of the Unit shall be required to enroll in direct deposit for payroll purposes.

ARTICLE 12

VACANCIES -- GENERAL PROVISIONS

- A. All bargaining unit vacancies will be posted on Employee bulletin boards or in other areas accessible to Employees for a period of five (5) workdays (excluding scheduled holidays). Assignments of internal transfers will be implemented within ten (10) workdays of selection of an applicant. The assignment of external applicants will be facilitated within a reasonable time period of the selection of the applicant. The Union will receive copies of all postings. The District will make every attempt to conduct the interview process in a timely manner. In cases where it will exceed more than 4 weeks, the Union will be notified of the reason for the delay.

If the Board elects to increase the hours of a part-time Employee, the position will not be posted if the increase is two (2) hours or less. If the increase exceeds two (2) hours, the position will be posted.

- B. Vacancy posting will minimally contain the following information:

1. Type of work and general description of duties and responsibilities
2. Division and classification designation
3. Job location
4. Qualifications (including licenses)
5. Starting date
6. Hours to be worked
7. Rate of pay
8. Immediate supervisor
9. Identify BESPAs

Employees in school year positions wishing to be notified of vacancies arising during the summer within his/her Division, may contact the Union President or the Office of Human Resources job information line at (810) 299-4060 or the District's web sight @ brighton area schools.com.

- D. Vacancies will be awarded within the Division in the following order:

1. The most senior applicant meeting the qualifications listed on the posting and job description within the classification in which the vacancy exists will be assigned.
2. The most senior applicant meeting the qualifications listed on the posting and job description within the Division in which the vacancy exists will be assigned.
3. The most senior applicant meeting the qualifications listed on the posting and job description within another Division will be assigned.
4. Where there is no applicant meeting the qualifications listed on the posting and job description from within the bargaining unit, applications will be taken outside the bargaining unit.

The above provisions do not apply to Head Custodians, Custodial Shift Leader, Head Student Nutrition Manager, Student Nutrition Coordinator, Head Cook, Head Baker, Student Nutrition Technician and Student Nutrition Driver positions. These positions will be awarded to the most qualified applicant meeting the minimum qualifications within the Division (i.e. leadership abilities, work record, experience and custodial technical skills for Head Custodian and Custodial Shift Leader). Further, award of vacancies for secretarial positions will be made in accordance with Article 19-A (Interview Committee).

Division 2 Employees may only be awarded two (2) permanent positions within a twelve-month period subject to the following exceptions. When the position vacancy is a:

1. promotion (increase in pay)
2. decrease or increase in regularly scheduled hours
3. change in job classification
4. change in shift other than previously assigned

The recall provisions will supersede the vacancy posting provisions contained in this Agreement.

E. Bargaining unit Employees awarded a vacancy in Divisions 1-4 and 6 or any vacancy not subject to Section F below, will serve a twenty (20) working day trial period in the new position.

1. During the trial period, the Employee may voluntarily return to his/her prior position or in the event the Board believes the Employee's performance in the new position is unsatisfactory, the Board may return the Employee to his/her prior position.
2. In the event the Employee is returned by the Board, supervision will discuss the reason(s) with the Employee. The Employee, upon request, will have the right to Association representation and/or the presence of the Assistant Superintendent for Human Resources and Pupil Services and shall further have recourse to the Superintendent.
3. During the trial period, the Employee's former position may be filled with a substitute.
4. In the event Sections E(1) or E(2) are implemented, the position will not be reposted and the next Employee entitled to the position in accordance with the above referenced criteria will be awarded the position.

F. **The provisions set forth in this section apply only to Student Nutrition Technician vacancies.**

1. Whenever a vacancy exists in a Student Nutrition Technician position, Employees (as set forth in section 3 below), will be given at least forty-eight (48) hours notice of a bid meeting to be conducted to fill the vacancy and any subsequent Student Nutrition Technician vacancy that may arise at the bid meeting.
2. The bid meeting will be conducted subject to the following provisions and to any rules and regulations (including the time and place of the bid meeting) which may be mutually agreed to from time to time by the Assistant Superintendent for Human Resources and the Association Representative for the Student Nutrition Department.
3. In the instance of a Student Nutrition Technician vacancy, any Student Nutrition Technician or other Employee in the Student Nutrition Division may attend the bid meeting.
4. An Employee may bid for an absent Employee by providing a signed and witnessed written proxy.
5. Attendance at the bid meeting is voluntary and as such, no compensation will be issued.
6. No Employee may be involuntarily displaced through the procedures set forth herein, except as may be necessary to facilitate the reassignment of an Employee under B(3) above.
7. All changes in assignments will be implemented within three (3) workdays of the bid meeting.
8. Employees changing positions at the bid meeting will serve a two (2) workday trial period for the purposes set forth in Section E(1) and E(2) above.

9. If any Employee elects to revert, or the Board elects to return the Employee to his/her former position during the trial period set forth herein, the position(s) will be rebid. During the pendency of conducting an additional bid meeting, all Employees will remain in the position bid at the prior bid meeting.
10. In the event no Employee reverts or the Board does not elect to return an Employee to his/her former position, any remaining vacancy will be posted for consideration of those outside of the classification, consistent with the provisions of Section D(2) above.

G. **The provisions set forth in this section only apply to Transportation vacancies.**

1. There shall be no bumping of routes during the school year, unless expressly stated elsewhere in this Agreement.
2. When a regularly scheduled route becomes vacant or a newly established route is created during the school year or after a driver is on a leave of absence for at least ten (10) working days, a bid meeting will be held subject to the conditions identified below to fill the vacancy.
3. Whenever a vacancy exists in a transportation route, Employees (as set forth in section 1 below), will be given at least forty-eight (48) hours notice of a bid meeting to be conducted to fill the vacancy and any subsequent transportation vacant runs which may arise at the bid meeting.
4. The bid meeting will be conducted subject to the following provisions and to any rules and regulations (including the time and place of the bid meeting) which may be mutually agreed to from time to time by the Assistant Superintendent for Human Resources and the Association Representative for the Transportation Department.
 - a. In the instance of a transportation vacant route, any regular driver, transportation substitute or other qualified, interested Division 4 Employee may attend the bid meeting.
 - b. An Employee may bid for an absent Employee by providing a signed and witnessed written proxy.
 - c. Attendance at the bid meeting is voluntary and as such, no compensation will be issued.
 - d. Drivers shall only be able to bid for open routes and may not displace drivers.
 - e. Drivers will not be able to bid on a vacancy or for a position of a driver on leave of absence unless the reassignment would constitute a change in established time of at least fifteen (15) minutes, unless approved by the Director of Transportation.
 - f. All changes in assignments will be implemented as soon as possible, but no later than three (3) workdays after the bid meeting.
 - g. Routes will be awarded to the most senior regular driver.

H. **The provisions set forth in this section apply only to Division II Positions**

1. Whenever a custodial vacancy exists, custodial Employees will be given at least five (5) days notice of a bid meeting to be conducted to fill the vacancy and any subsequent custodial vacancy that may arise at the bid meeting.
2. The bid meeting will be conducted subject to the following provisions and to any rules and regulations (including time and place of the bid meeting) which may be mutually agreed to from time to time by the Assistant Superintendent for Human Resources and the Association Representative for Division II.
3. In the instance of a custodial vacancy, any Division II Employee may attend the bid meeting and bid if they have had prior custodial experience within the District.
4. An Employee may bid for an absent Employee by providing a signed and witnessed written proxy.
5. Attendance at the meeting is voluntary and as such, no compensation will be issued.
6. No Employee may be involuntarily displaced through the procedures set forth herein, except as may be necessary to facilitate the reassignment of an Employee under E(3) above.
7. All changes in assignments will be implemented within three (3) workdays of the bid meeting, which is when the trial period begins..
8. Employees changing positions at the bid meeting will serve a five (5) workday trial period for the purposes set forth in Section E(1) and E(2) above.
9. If an Employee elects to revert, or the Board elects to return the Employee to his/her former position during the trial period set forth herein, the position(s) will be rebid. During the pendency of conducting an additional bid meeting, all Employees will remain in the position bid at the prior bid meeting.
10. In the event no Employee reverts or the Board does not elect to return an Employee to his/her former position, any remaining vacancy will be posted for consideration of those outside the classification, consistent the provisions in Section D above (vacancies awarded within the Division).
11. Employees unable to assume a position within 30 days of acceptance of a position will not be allowed to bid on a position. Once awarded, if an Employee is unable to assume a position after 30 days, the position will not be reposted and the next Employee entitled to the position in accordance to criteria outline in Article 12 E will be awarded the position.

ARTICLE 13

LAYOFF-GENERAL PROVISIONS

- A. Layoff will be implemented in accordance with the provisions detailed in Article 15 (Paraprofessionals), Article 16 (Custodial), Article 17 (Student Nutrition), Article 18 (Transportation), Article 19 (Secretarial) and Article 20 (Dispatcher).
- B. Employees scheduled to be laid off shall receive at least fourteen (14) calendar days written notice of layoff.
- C. Non-probationary Employees will remain eligible for recall for a period of three (3) calendar years from the effective date of his/her layoff.
- D. Employees will be recalled in inverse order of layoff to positions for which he/she is qualified within the Division and classification from which he/she was laid off provided he/she is qualified.
- E. The layoff procedures detailed in Articles 15, 16, 17, 18, 19 & 20 will be implemented where an Employees aggregate annual hours are reduced by five (5) percent or more.
- F. Employees on layoff who are interested in substituting within the Division to which he/she was laid off will notify the Office of Human Resources.
- G. Employees are responsible for keeping the Office of Human Resources informed of a current address and phone number. Notices will be sent by registered letter/restricted delivery, informing them of recall to a position. Failure to respond in writing, via regular mail or email within five (5) workdays of receipt of notice will result in the abandonment of employment.
- H.
 - 1. In the event it becomes necessary to layoff staff within a Division, those individuals affected by the layoff will be able to bump staff within their classification and then Division based on their seniority and qualifications.
 - 2. In the event it becomes necessary to layoff staff within a Division, those individuals holding seniority in another Division will not be able to bump back into the other Division.
 - 3. If a vacancy exists in a Division for which the affected individual holds seniority, the individual may apply for that position. However, current members of the Division would be given first priority for the position.

ARTICLE 14
EVALUATIONS

- A. Employees shall be evaluated utilizing the Performance Appraisal Evaluation Forms as contained in Appendix C (Evaluation Forms) of the Master Contract. A committee composed of at least two (2) representatives each of the Board and Union, shall review the forms and make necessary changes at least every two years.
- B. Prior to the scheduling of Employee evaluations, a "pre-evaluation conference" shall be held to discuss the evaluation form and procedures.
- C. The evaluation of non-probationary Employees will be conducted at least one time per year by the Employee's immediate supervisor. This provision will not be construed to deny other Employees whether within or outside of the bargaining unit from providing input into the evaluation process.
- D. Any deficiencies observed by the Employee's immediate supervisor will be noted on the evaluation form and directions will be given as necessary regarding needed improvements. Any plan of improvement regarding attendance at classes or training sessions, will be paid as provided under Article 11-I (Board paid classes). When another Employee(s) provides input into a bargaining unit members evaluation which results in the immediate supervisor rating the Employee less than satisfactory in a performance category, the other Employee(s) will be identified.
- E. Evaluations shall be signed by the Employee. The signature will not be interpreted as agreement with the evaluation. Employees may, at their option, add a rebuttal statement to his/her written evaluation, or file a grievance.

ARTICLE 15

DIVISION 1 – ACTIVITY COORDINATORS, LIBRARY MEDIA ASSISTANTS, CAMPUS SECURITY, SPECIAL EDUCATION PROGRAM ASSISTANTS, CLASSROOM ASSISTANTS AND HEARING INTERPRETERS

- A. Employees will be laid off in accordance with the following procedures within the Division:
1. Employees in affected positions will be entitled to be placed in the position within his/her classification occupied by the least senior Employee provided he/she is qualified.
 2. In the event the Employee does not maintain sufficient seniority or have the necessary qualifications, he/she will be entitled to be placed in the position in another classification within the Division which is occupied by the least senior Employee within the Division provided he/she is qualified.
- B. **Workweek and Workday**
1. The regularly scheduled workweek will begin on Monday at 12:01 a.m. and end on Sunday at midnight.

This provision will not be construed to prohibit the establishment of a Saturday detention program. No bargaining unit member will be involuntarily assigned to the Saturday detention program. Absent a volunteer requesting the assignment through the procedures set forth in Article 12, the Board reserves the right to assign the work outside of the bargaining unit.
 2. The normal workday for full-time Employees shall be eight (8) consecutive hours, which shall exclude a duty-free one-half (1/2) hour unpaid lunch period.
- C. **Distribution of Extra Hours**
- Extra hours shall be divided and rotated as equally as possible according to seniority within the classification within the building, and among those Employees within that classification who regularly perform that work.
- D. **Rest Periods**
- Each Employee covered by this Agreement shall be entitled to rest periods during their workday as follows: fifteen (15) minutes per day for twenty (20) hour/week Employees with an additional five (5) minutes per day for each additional five (5) hours/week worked, up to a limit of thirty (30) minutes per day for forty (40) hour/week Employees.
- E. **Call-In Pay**
- Whenever an Employee is called back to work after the completion of, or prior to the start of the Employee's regularly scheduled working hours, the Employee shall receive the pay for the actual time worked at the appropriate rate of pay, or a minimum of two (2) hours pay at the Employee's straight time hourly rate, whichever is the greater.
- F. **Reporting Pay**
- Any Employee called to work or permitted to come to work without being notified by the Board, prior to the time, that there will be no work, shall receive two (2) hours pay at the appropriate rate of pay.

G. **Miscellaneous Provisions**

All Employees covered by this Agreement who work less than twelve (12) months per year, shall be notified no later than two (2) weeks prior to the start of the school calendar year, as to their assignment for the following school year.

H. **Inclement Weather/Emergency School Closing**

If the entire District is closed due to inclement weather or emergency closing, Employees in this Division that are actively employed at the time the first two (2) days occur, shall not be required to report and shall be paid for the days. If the supervisor requires an Employee to report, the Employee's paid leave bank will be credited with an additional day. In the event the District is closed beyond two (2) days and make up of lost instructional time (students report or required professional development) does not equal the number of days the District is closed, Employees in this Division shall be able to deduct days from their paid leave bank during the pay period in which school is closed. The use of leave days for inclement weather or emergency closing shall not be used in the calculation for longevity.

In the event it becomes necessary for the District to send Employees in this Division home because of a bomb threat or other school closing that does not effect the entire District, the Employees that are sent home will be paid for the balance of their regular hours. Those that are notified by administration not to report will also receive their regular hours. If circumstances permit, the District may reassign the Employees to another location in lieu of sending them home or if they have not yet reported, direct them to report to an alternate location.

I. **Insurance**

To be eligible to receive the equivalent of the single subscriber rate of MESSA Choices II PAK A in Division 1, bargaining unit members must work at least six (6) hours per day. Eighteen (18) paraprofessionals will receive the above referenced rate toward the purchase of MESSA Choices II PAK A insurance. For each five (5) paraprofessionals hired who work six (6) or more hours per day beyond the 74 employed as of July 1, 2001, an additional Board-paid subsidy will be added to the eighteen (18) paraprofessionals referenced above.

Those Employees who are among the eighteen (18) set forth above shall only be able to select the Board-paid health contribution if they do not have health insurance paid by another source. The election of this benefit shall be on a seniority basis. Unused single subscriber stipends within any Division, will be shared with other members in Divisions 1, 3 and 4 only, who are not eligible because the cap has been reached but are paying for single subscriber insurance. This will be done on a seniority basis using District seniority rather than Division seniority.

PAK B

A BESPA member is eligible to elect PAK B if they do not have vision or dental insurance available through another source.

Employees not provided premium contributions as described above, shall receive insurance premium contributions for a twelve (12) month period in accordance with the following schedule for those programs set forth in Article 11 (P-2, TSA):

8.0 hours = 23.25%	5.5 hours = 19.50%
7.5 hours = 22.50%	5.0 hours = 18.75%
7.0 hours = 21.75%	4.5 hours = 18.00%
6.5 hours = 21.00%	4.0 hours = 17.25%
6.0 hours = 20.25%	

The above referenced allocations reflect the appropriate percentage of the equivalence of the MESSA Choices II single subscriber rate per month depending upon the normal schedule of hours in the Employee's regular assignment.

J. **Special Needs Students**

Paraprofessionals will not be required to facilitate suctioning, catheterization or other medical procedures with special needs students without proper instruction.

K. **Interpreters**

1. The Employer shall release with pay those Interpreters who are required by the State of Michigan or other regulatory Agency to attend workshops in order to maintain their certification. This shall not require the District to pay for non-school days or fees associated with testing or certification.
2. Interpreters shall receive Employer paid full family MESSA Choices II with LTD and \$10/\$20 drug card, or the Single Subscriber rate if not electing health benefits towards annuities, as outlined in Article 15, (l) for 12 months. Those Interpreters who work less than six (6) hours per day shall receive a pro rated share based on six (6) hours as full time.

L. **Bid Positions**

1. Whenever a Division I vacancy occurs during the summer recess period prior to three (3) weeks before the start of the school calendar year the following provisions will apply: a; Paraprofessionals will be given at least five (5) days notice of a bid meeting to be conducted to fill the vacancy and any subsequent vacancies that may arise at the bid meeting: b; the bid meeting will be held no later than three (3) weeks prior to the start of the school year.
2. The bid meeting will be conducted subject to the following provisions and to any rules and regulations (including time and place of the bid meeting) which may be mutually agreed to from time to time by the Assistant Superintendent for Human Resources and the Association Representative for the Division.
3. All Employees in Division I may attend the bid meeting including laid-off members and those on leave from the District.
4. An Employee may bid for an absent Employee by providing a signed and witnessed written proxy.
5. Attendance at the meeting is voluntary and as such, no compensation will be issued.
6. No Employee may be involuntarily displaced through the procedures set for herein.
7. All changes in assignments will be implemented within three (3) workdays of the bid meeting.
8. Employees changing positions at the bid meeting will serve a twenty (20) workday trial period.
9. If an Employee elects to revert, or the Board elects to return the Employee to his/her former position during the trial period set forth herein, the position will be rebid. During the pendency of conducting an additional bid meeting, all Employees will remain in the position bid at the prior bid meeting.
10. In the event of lay-offs: an Employee may elect to "try" a position outside their classification for the same twenty (20) day trial period as stated above. Should the position not work out for the member or the Board, the Employee shall have the option of taking an unpaid leave for the remainder of the school year, resigning or returning to lay-off status at the bottom of the recall list for **one time only!** Should an Employee being recalled, refuse to "try" the position; the options would be to resign or take an unpaid leave for the remainder of the school year.

In the event no Employee reverts or the Board does not elect to return any Employee to his/her former position, any remaining vacancy will be posted for consideration of those outside the Division.

ARTICLE 16

DIVISION 2 -- MAINTENANCE, MAINTENANCE II, CUSTODIAL, GROUNDS KEEPER, SHIFT LEADER, HEAD CUSTODIAN, HEAD CUSTODIAN/WAREHOUSE TECHNICIAN AND MAIL RUN DRIVER

A. **Replacement**

In the event of an extended physician certified disability of an Employee for more than twenty (20) workdays, an Employee may be temporarily transferred subject to the following limitations:

1. In the event a Head Custodian is absent, the Supervisor may fill the position with an afternoon or midnight shift Employee in the same building before assigning someone from another building. The implementation of this provision will not result in the reassignment of a head custodian to another building.
2. In the event of the absence of a Shift Leader, an Employee in the building will be assigned before assigning from outside the building. The implementation of this provision will not result in the reassignment of a head custodian.
3. In the event a custodian or grounds/maintenance Employee is absent, the most senior Employee, meeting the minimum qualifications listed on the posting or job description bidding on a temporary vacancy will be assigned by the Director of Operations or his/her designee.
4. Assignments under A (1-2) above will be made by the Director of Operations or his/her designee and shall be based on qualifications. Where qualifications are equal, seniority shall be the determining factor.
5. Temporary vacancies will be posted for forty-eight (48) hours. The position vacated by an individual temporarily transferred will be filled with a substitute.
6. The hourly rate of pay under Section A (1,2,3) will be the rate of pay of the absent Employee. The insurance premium payments for part-time custodians who temporarily transfer under this section to a position with greater hours, will be adjusted on the first of the month following the completion of forty (40) consecutive work days in the temporary position.
7. An Employee transferring to a temporary vacancy may not elect to return to his/her former position until the absent Employee returns. No Employee may transfer from one temporary position to another unless the transfer would constitute an increase of at least one (1) hour per day.
8. Custodians may not temporarily transfer to another custodial position unless it constitutes an increase of at least one (1) hour of work per day or the transfer would constitute a change in shift.

B. **Layoff**

1. Except as set forth in Section 2 below, Employees will be laid off and recalled in accordance with the following procedures:
 - a. Employees in affected positions will be entitled to be placed within his/her classification occupied by the least senior Employee subject to being qualified.
 - b. If the Employee does not have sufficient seniority or have the necessary qualifications, he/she will be entitled to be placed in a position in another classification within the Division occupied by the least senior Employee subject to being qualified.
2. Reduction within the Head Custodian and Custodial positions will take into consideration those criteria in B(1.b) above.

C. **Workweek and Workday**

1. The normal workweek will begin on Monday at 12:01 a.m. and end on Sunday at midnight. The normal work year for all Employees shall be twelve (12) months, July 1ST through June 30th.
2. The normal workday for full-time Employees shall be eight (8) consecutive hours, exclusive of the unpaid lunch period.

The Board reserves the right to schedule Employees to work Saturday or Sunday as part of the Employees regular workweek. Such schedules will be established as new positions are added to the bargaining unit; where vacancies are created due to the severance of Employees; or on a voluntary basis.

The payment for work performed on Saturday or Sunday, where part of the Employees regular workweek, will not require the payment of overtime.

Work schedules mutually agreed upon will be arranged for Employees whose workweek incorporates Saturday or Sunday, so that the Employee works the same number of hours for the week as other Employees with the same number of scheduled hours for the workweek. No Employee will be required to work on the actual holiday.

If projects that are not regularly part of Division 2 are implemented, the first Employees asked to work overtime shall be the Division 2 staff. Should additional Employees be needed after all Division 2 Employees have been asked, those Employees in Divisions 1, 3, and 4 shall be asked on a rotational basis by seniority. The hourly wage for all non-Division 2 Employees will be \$10.00 per hour. During the month of May, the Employer shall notify all other Divisions regarding possible work opportunities, including the procedure for Employees to sign up for the work if interested.

3. In the event the Board changes a custodial Employee's work schedule in such a fashion that it constitutes a change (defined as more than two hours) in the Employee's shift, the Employee will have the opportunity to displace the least senior Employee on his/her former shift or to take the newly scheduled hours.
4. In the event the Board elects to increase the hours of a part-time Employee of this division, the Employee's position will not be posted if the increase is two (2) hours or less. If the increase exceeds two (2) hours, the position will be posted.

D. **Overtime Distribution**

Overtime shall be divided as equally as possible within the building/department according to seniority and among those Employees who regularly perform such work within the building/department provided they are qualified and willing to perform such work.

In the event the Board is unable to obtain a sufficient number of Employees qualified and willing to perform the work within the building/department, the work will be assigned according to seniority within the Operations Division provided the Employee is qualified and willing to perform the work.

E. **Call Back**

If authorized by the Director of Operations or his designee, whenever an Employee is called back to work within an hour prior to the start of the Employee's regularly scheduled working hours, the Employee shall receive pay for the actual time worked at the appropriate rate of pay. If the call back occurs any sooner than one hour prior to the start of their regular start time or anytime after the completion of their regular shift, the Employee shall receive pay for the actual time worked at the appropriate rate of pay, or a minimum of four (4) hours pay at the Employee's straight time hourly rate, whichever is greater.

F. **Reporting Pay**

Any Employee called to work or permitted to come to work without being notified by the Employer that there will be no work, shall receive four (4) hours pay at the appropriate rate of pay, or in the event that the Employee is regularly scheduled to work less than four (4) hours per day, that Employee shall receive their regular daily rate of pay.

G. **Emergency Call-in on Sundays and Holidays**

Emergency call-in time on Sundays and holidays will be paid at double (2X) the Employee's regular hourly rate, with a two (2) hour minimum. Emergency call-in is defined as time working within the Employee's regular classification. This clause does not pertain to scheduled overtime.

H. **Rest Periods**

Employees of this Division covered by this Agreement shall receive one (1) fifteen (15) minute rest period to be taken midway through the first (1st) four (4) hours worked and one (1) fifteen (15) minute rest period to be taken midway through the second (2nd) four (4) hours worked per day. Rest periods must be taken on or around the job site and do not include travel time.

I. **Inclement Weather/Emergency School Closing**

If an Employee in this Division is unable to report on a day the entire District is closed due to inclement weather or emergency closing, they shall be able to deduct a day from their personal leave bank or their vacation bank if approved by their supervisor. If an Employee arrives after their regular starting time they may work the time missed without causing an overtime situation. On snow days, if the weather is extreme, the Employer may excuse Employees without loss of pay or loss of leave days. The use of leave days for inclement weather or emergency closing shall not be used in the calculation for longevity.

In the event it becomes necessary for the District to send Employees in this Division home because of a bomb threat or other school closing that does not effect the entire District, the Employees that are sent home will be paid for the balance of their regular hours. Those that are notified by the Operations Department not to report will also receive their regular hours. If circumstances permit, the District may reassign the Employee to another location in lieu of sending them home or if they have not yet reported, direct them to report to an alternate location.

J. **Insurance Benefits**

1. Full-time Employees in Division II may elect to enroll in either MESSA Plan A or Plan B as set forth below.

Plan A: MESSA Choices II Health Insurance with LTD and \$10/\$20 Drug Card
\$25,000 Group Term Life w/Ad&D
VSP-3
80/80/50: \$1,000 per year maximum

Plan B: \$25,000 Group Term Life Insurance w/Ad&D
VSP-3
80/80/50: \$1,000 per year maximum
\$232.00 per month (see Article 11-P-3)

2. Part-time Division II Employees working twenty (20) or more hours per week will receive a prorata contribution toward the purchase of Plan A or B.

K. **Vacations**

1. Division II Employees will receive vacation with pay in accordance with Article 11-Z. Vacation calculations and credit will be made based upon a July 1 to June 30 period of the preceding year.

After the completion of one (1) year by June 30	10 days
After the completion of five (5) years by June 30	15 days
After the completion of ten (10) years by June 30	20 days
After the completion of twenty (20) years by June 30	25 days

2. To be eligible for a full vacation an Employee must have worked eighty percent (80%) of his regularly scheduled working hours. An Employee who works less than eighty percent (80%) of his regularly scheduled working hours shall receive prorated vacation based on the hours the Employee works for the Board.
3. Employees terminating employment or on a leave of absence shall receive prorated vacation allowance based on one-twelfth (1/12) of the vacation pay for each month of the fiscal year or major fraction thereof.
4. Vacation requests for the subsequent fiscal year (July 1 to June 30) must be submitted by Employees no later than May 1. Requests will be approved or disapproved by May 15 by Supervision. Where more than one Employee requests a particular day(s) off, seniority will prevail in authorizing the requests.

Supervision will authorize vacations in accordance with the following schedule on any given day:

- a. 1 (one) Custodian in each elementary building.
- b. 2 (two) Custodians in each middle school building.
- c. 5 (five) Custodians in the high school.
- d. 2 (two) Employees in the maintenance department (Maintenance, Grounds, Mail Driver).

Requests on a given day beyond the above schedule are discretionary with Supervisor. The above referenced schedule reflects the total number per day on all shifts Supervision is required to authorize. Such requests will be approved or denied within five (5) workdays.

During December and Spring break, the above referenced schedule will not be operative. Supervision will authorize 25 Employees District-wide for vacation during these time periods.

5. Requests for vacation time made outside of the procedures set forth for submission in May, will be approved on a first come first serve basis subject to the daily limitations set forth in section 4 above.

L. **Benefits**

It is agreed between the parties that in the event that an Employee works less than the established hours in his classification (forty {40} hours per week), and is covered by this Agreement, the Employee shall be entitled to a prorated portion of leave days, holidays and vacation days.

M. The Employer shall pay the full cost of five (5) uniforms per year for all of the Maintenance Employees, Groundskeepers and the Pool Employees.

N. Operations Employees shall report absences which are not subject to prior approval in accordance with the following schedule:

- a. Day Shift: must call in by 15 minutes prior to the start of the shift.
- b. Afternoon Shift: must call in by 2:00 p.m.
- c. Midnight Shift: must call in by 5:00 p.m.

Division 2 Employees whose work schedules incorporate a Saturday or Sunday under Article 16 (C-2) (Normal workday), shall report absences on the weekends to the Operations Department voice mail system unless instructed otherwise by supervision.

O. Second and third shift Employee pay checks will be distributed on Thursday evening. When the custodial supervisor is not in attendance, third shift Employees may, at their option, stop at the Business Office prior to the start of the workday on Thursday to pick up their check.

The District reserves the right to withhold the paycheck of an individual Employee(s) until the Employee(s) Friday shift, where the Employee(s) attendance record illustrates absence problems for the remainder of the week following the receipt of his/her check.

ARTICLE 17

**DIVISION 3 -- STUDENT NUTRITION COORDINATOR, PRODUCTION MANAGER, HEAD COOK,
HEAD BAKER, STUDENT NUTRITION TECHNICIANS, STUDENT NUTRITION MANAGER,
SPECIAL EVENTS AND STUDENT NUTRITION DRIVERS**

A. Employees that receive a **paid lunch period or rest break** shall be observant of time allotted. Employees may not leave work early and must remain on the job to be compensated for break and lunch time.

- 7 hour worker. 30 minutes
- 6 hour worker. 25 minutes
- 5 hour worker. 20 minutes
- 4 hour worker. 15 minutes
- 3 hour worker. 10 minutes

B. Employees will be **laid off** in accordance with the following procedures within the Division:

1. Employees in affected positions will be entitled to be placed in the position within his/her classification occupied by the least senior Employee provided he/she is qualified.
2. In the event the Employee does not maintain sufficient seniority or have the necessary qualifications, he/she will be entitled to be placed in a position in another classification within the Division which is occupied by the least senior Employee within the Division provided he/she is qualified.

C. **Inclement Weather/Emergency School Closing**

If the entire District is closed due to inclement weather or emergency closing, Employees in this Division that are actively employed at the time of the first two (2) days occur, shall not be required to report and shall be paid for the days. If the supervisor requires an Employee to report, the Employee's paid leave bank will be credited with an additional day. In the event the District is closed beyond two (2) days and make up of lost instructional time (students report or required professional development) does not equal the number of days the District is closed, Employees in this Division shall be able to deduct days from their paid leave bank during the pay period in which school is closed. The use of leave days for inclement weather or emergency closing shall not be used in the calculation for longevity.

In the event it becomes necessary for the District to send Employees in this Division home because of a bomb threat or other school closing that does not affect the entire District, the Employees that are sent home will be paid for the balance of their regular hours. Those that are notified by administration not to report will also receive their regular hours. If circumstances permit, the District may reassign the Employee to another location in lieu of sending them home or if they have not yet reported, direct them to report to an alternate location.

D. **Use of kitchens** by "outside" groups: If kitchen facilities are used by such groups, a Student Nutrition Employee will be present and will be paid at special events rate of pay.

E. **Overtime** shall be offered by classification, within the building, to the most senior Employee. If necessary, the Director may go to district-wide seniority in order to secure workers.

F. Any Employee may refuse work beyond their regular work hours.

G. If the Supervisor determines there is work that can be completed in the Employee's building or other buildings, the Supervisor will offer that work to Employees in the Division on **half days** when student do not receive a lunch. Any Employee accepting the work will receive their regular rate of pay.

H. In the event an Employee works in a higher paying classification, the Employee will be paid at the higher rate of pay provided they can accurately complete the appropriate paperwork associated with that position (i.e. production records, bank deposits, order forms, etc.) and either hold School Nutrition Association certification or have passed the Serv-Safe Class (National Restaurant Association's Educational Foundation).

If the Employee does not qualify under the above language and they work for five (5) or more consecutive work days in a higher paying classification, the Employee will be paid at the higher rate of pay beginning with the sixth day.

I. All Employees certified by the School Nutrition Association; according to their standards, shall receive a yearly stipend. This amount shall be \$250.00 a year for Employees working 4 or more hours a day and \$200.00 yearly for those working under 4 hours per day.

J. In the event the Board establishes a twelve (12) month Student Nutrition position(s), the affected Employee(s) will receive additional consideration in the form of the following benefits:

1. July 4 as a paid holiday (See Article 22)
2. Two additional leave days (See Article 21)
3. Vacation in accordance with the following schedule:
 - After the completion of one (1) year by June 30 = 5 days
 - After the completion of five (5) years by June 30 = 10 days

K To be eligible to receive the equivalent of the single subscriber rate of MESSA Choices II in Division 3, bargaining unit members must work at least five (5) hours per day. Seven (7) Student Nutrition Employees will receive the above referenced rate toward the purchase of MESSA Choices II insurance. For each five (5) Student Nutrition staff hired who work five (5) or more hours per day beyond the 44 employed as of July 1, 2001, an additional Board-paid subsidy will be added to the seven (7) Student Nutrition staff referenced above.

Those Employees who are among the seven (7) set forth above shall only be able to select the Board-paid health contribution if they do not have health insurance paid by another source. The election of this benefit shall be on a seniority basis.

PAK B

A BESP member is eligible to elect PAK B if they do not have vision or dental insurance available through another source.

Unused single subscriber stipends within any Division, will be shared with other members in Divisions 1, 3 and 4 only, who are not eligible because the cap has been reached but are paying for single subscriber insurance. This will be done on a seniority basis using District seniority rather than Division seniority.

Employees not provided premium contributions as described above, shall receive insurance premium contributions for a twelve (12) month period in accordance with the following schedule for those programs set forth in Article 11 (P-2)(TSA):

8.0 hours = 23.25%	5.0 hours = 18.75%
7.5 hours = 22.50%	4.5 hours = 18.00%
7.0 hours = 21.75%	4.0 hours = 17.25%
6.5 hours = 21.00%	3.5 hours = 16.50%
6.0 hours = 20.25%	3.0 hours = 15.75%
5.5 hours = 19.50%	

The above referenced allocations reflect the appropriate percentage of the equivalence of the MESSA Choices II single subscriber rate per month depending upon the normal schedule of hours in the Employees regular assignment.

The Production Manager and Student Nutrition Coordinator shall receive Full Family health insurance benefits.

These Employees may elect to enroll in either MESSA Plan A or Plan B as set forth below.

Plan A: MESSA Choices Health II Insurance with LTD and \$10/\$20 Drug Card
\$25,000 Group Term Life w/Ad&D
VSP-3
80/80/50: \$1,000 per year maximum

Plan B: \$25,000 Group Term Life w/Ad&D
VSP-3
80/80/50: \$1,000 per year maximum
\$232.00 per month (see Article 11-P-3)

- L. The first two (2) Employees asked to work a **special event** will be selected by management. If there is a need for additional Employees, they will be selected in order of seniority from the building where the event takes place. A sign-up list for special events will be posted. It will be the responsibility of the Employee to place their name on the list if they are interested in being considered for the work. Only those Employees who sign the list will be asked to work special events. In the event everyone on the list refuses to work a specific special event, management may hire anyone they choose.
- M. The **kitchen manager** for a building may be required to attend the building open house.
- N. Student Nutrition Employees who agree to work **special events** shall be paid at their regular hourly rate or the "Special Event" rate in Appendix A (Salary Schedule), whichever is greater.
- O. The regularly scheduled workweek will begin on Monday at 12:01am and end on Sunday at midnight.
- P. A Student Nutrition Employee may request **time off without pay** for a special occasion. The requested time off should be for a period of at least five (5) days. If possible the request should be made in writing at least four (4) weeks in advance to the Director of Student Nutrition for review. Holiday pay will be forfeited if the time off is request immediately before or after a paid holiday.
- Q. The Employer shall provide the amounts set forth below toward the purchase of uniforms/shoes. Additionally, a cobbler apron/shirt will be provided annually.

2005-2006
\$133.35

ARTICLE 18

DIVISION 4 -- TRANSPORTATION

A. Employees shall be laid off and recalled according to their seniority.

B. 1. **Trip Assignments and Extra Work Assignments**

Drivers will be offered trips and extra work assignments (including daily substitute assignments) on a seniority basis provided the trip would not cause the driver to be eligible for overtime pay and subject to the following conditions:

a. Trips bid on at the Monday morning bid meeting will be bid on a seniority based rotation.

Extra work assignments (including daily substitute assignments, trips which were not bid on Monday morning and trips which were bid on Monday and were surrendered by a driver) will be bid by seniority (no rotation).

School year field trips (scheduled student school year), will start at the top of the seniority list at the first bid meeting (August bid meeting) of the current school year then continue on a rotation basis the remainder of the school year.

In the event that a field trip is canceled at the end of either "season" (summer or school year), there will be no opportunity to make up that canceled trip from the opposing roster.

Example: if a trip is canceled at the end of the school year, there will be no opportunity to make up that trip from the beginning of the summer roster. The opposite is also true. The canceled driver is out the trip altogether.

Summer trips will bid starting at the top of the seniority list. It will continue on a seniority based rotation through out the remainder of the summer.

b. A driver may not bid for a trip or daily substitute assignment that would not increase their total time for that day by thirty (30) minutes or more if it conflicts with the driver's regular daily assignment.

c. The a.m. portion of a driver's route who is either absent or on a trip assignment may be assigned to a non-bargaining unit substitute.

d. Extra work assignments occurring during the time of mid-day or a.m./p.m. runs may be assigned out of sequence by supervision by attaching the work to existing runs where such assignments are more cost efficient.

e. A driver may not surrender all or a portion of his/her route to select an extra work assignment. Extra work assignments for purposes of this agreement, does not refer to field trips.

f. Portion(s) of an eligible driver's route left unassigned as a result of the driver electing a trip or daily substitute assignment, may be filled by a non-bargaining unit substitute.

g. Bid meetings are voluntary and as such, are not compensated.

h. An Employee may bid for an absent Employee by providing a signed and witnessed written proxy.

i. Except as may be authorized herein (i.e. B-1 and D-2), trips and extra work assignments will be offered first to regular drivers, prior to utilizing non-bargaining unit substitutes.

In as much as possible, trips will be bid for at the Monday trip assignment meeting for the coming week. To the extent possible, the list of trips to be bid at the Monday bid meeting will be posted at least twenty (24) hours in advance.

The assignment of all daily extra work assignments, trips needing to be filled after the Monday bid meeting and daily substitute assignments (except as set forth in B-1 above and D-2 below)(New/Vacant Assignments), will be made available for bidding to those drivers present at 9:15 a.m. each day in the drivers lounge on the same basis as the Monday bid meeting, including the limitations set forth therein and subject to the following restriction. Administration reserves the right to assign work out of seniority order for purposes of cost efficiency only (defined as saving time on the road because certain drivers would be on the road and being paid at the times in question or saves mileage).

Assignments shall be scheduled as set forth above in B (1a) but priority for field trips will be given to drivers able to assume the trip within the 40 hour week. The forty (40) hour week for drivers with a mid-day run will include the time actually compensated.

Trips are not to be traded without the approval of the Transportation Director.

2. An Employee who has a trip which requires cash money for expenses of gasoline, bridge tolls, parking fees, etc., shall be provided with monies or credit card to cover such, and shall provide receipts for any expenses paid from said advance.
3. If an assigned Employee shows up at the bus yard and the trip is canceled, he/she shall receive two (2) hours trip pay and the opportunity to bid first at the next Monday bid meeting, subject to the provisions set forth herein. If more than one person had a canceled trip, their order of bidding preference shall be by seniority.
4. Subject to the provisions for bidding trips and extra work assignments, when it is determined that an Employee has not received his/her opportunity to bid on a trip or extra work assignment for which the driver would have been otherwise entitled, the Employee will be given the option to take the trip when rescheduled, or the driver will be given first choice at the next Monday trip bid or in the instance of extra work assignments, the next available extra work. If more than one person is involved, their order of bidding preference shall be by seniority.
5. Employees will complete trip reports by maintaining a record of the starting and ending odometer readings, including other information as needed. Trip reports will be returned to the Transportation Office the next working day.
6. On all field trips classified as split field trips, the date, bus, or buses needed for transporting to destination shall be posted as separate trips, with time of departure noted.

Same day splits shall be paid, for each Employee, a minimum of two (2) hours, or the actual trip time, whichever is greater.

7. In the event of severe weather, an Employee having concerns regarding the advisability of taking or returning from a trip will discuss the situation with the Transportation Director. If a decision cannot be reached, the Assistant Superintendent/Finance will be contacted.

If the Employee is advised by the Transportation Director or the Assistant Superintendent/Finance not to return, the Employer will reimburse the Employee for housing and meals, upon furnishing receipts for such expenses.

8. There shall be an adult chaperon on each bus for every trip.
9. The minimum pay for any field trip shall be equal to one hour's pay at the regular hourly rate. Drivers will be paid for all time associated with the trip at the field trip rate set forth in Appendix A (Salary Schedule), except as set forth in section 10 below.

10. Overnight trips will be paid at regular field trip wage minus eight (8) hours for sleep time.
11. A driver may be excluded from bidding for trip and extra work assignments for the remainder of a semester for the following reasons:
 - a. The Employee failed to complete an assignment after bidding without good cause.
 - b. The Employee has been absent (sick leave, personal business, family illness, unpaid days off) for more than six (6) days in a semester. Sick leave verified by a physician's statement, jury duty funeral days, (immediate family) and days approved or required by the Director, will be excluded.
12. A key to the gate and bus office shall be made available to all drivers when their return is scheduled after closing hours. Telephone numbers shall be on each bus to be used in case of emergency.
13. When more than one bus is on the same trip, one bus may be used to leave the site as long as the driver does not exceed a five (5) mile one-way distance whenever possible and approval is obtained from the trip coordinator.
14. Approved overtime will be paid at one and one-half (1½) the regular hourly rate for all actual hours worked beyond forty (40) hours in one week. Paid time off (holidays, vacation days, sick days, personal days or compensatory time) will not count as actual hours worked in computing overtime.
15. Drivers that take field trips shall be compensated at their regular hourly rate during regular working hours. All time after their regular hours will be compensated at the "field trip" rate identified in Appendix A.

All field trips will have thirty (30) minutes added to the final trip time. This time is to be used for fueling and cleaning of the bus that is being used for the field trip.

Exclusion: A trip is being paid a minimum of one (1) hour, but actual worked time was less than thirty (30) minutes, the above mentioned thirty (30) minute time for fuel and clean will not be paid.
16. If the Director of Transportation determines that for the efficient operations of the department it is necessary for a driver to take a double-run PM elementary only (not splitting runs), the driver will be paid for a minimum of thirty (30) minutes or for the actual time it takes to complete the additional run.
17. Meal reimbursement for overnight trips shall be paid on a prorated basis up to a maximum of \$18.00 per day upon submission of receipts.
18. Drivers shall receive the field trip rate for all hours on the trips, subject to the limitations set forth in Article 18-B-10.
19. All field trips shall be included in all computations of weekly overtime.

C. **Route and Run Assignments**

1. A route is a complete, daily assignment of one or more runs, which may or may not involve layover time between runs and shuttle responsibilities.
2. A run is defined as an assigned distance traveled by a bus from an assigned starting point to an assigned terminating point.

3. An Employee shall be paid a minimum of two (2) hours regular wages for any full daily route consisting of both morning and afternoon run assignments of less than a total of two (2) hours duration. Should a driver's route assignment consist of only a morning or an afternoon route, then this shall be limited to a maximum of one hour's regular wages for any total route of less than one (1) hour.
4. The established time for routes will include driving time, layover time, plus thirty (30) minutes to be utilized as set forth below.

Employees shall select their runs/routes per the contractual agreement. Drivers will complete a Payroll Spreadsheet on a weekly basis that reflects actual time worked for the first three weeks of school. The route time will be established by averaging the times submitted on the Spreadsheet of the third week.

Time will be taken on departure at the gate and arrival at the yard with the brake set (this time will exclude time associated with gassing and maintaining the bus, i.e. washing and cleaning). Employees will be asked not to gas their bus at the end of the a.m. and p.m. runs during the timing period in order to establish accurate times.

Employees shall receive an additional thirty (30) minutes to be used for warm-up (and cool-down where applicable), gas-up, clean up, and safety vehicle inspection. Washing of busses will be done during this time. Employees must remain with the bus until it is idling properly.

5. If a run is taking more than fifteen (15) minutes over the established time, but not for temporary reasons, for one week, the run will be evaluated to determine if fifteen (15) minutes will be added to the established time. If a run is taking more than fifteen (15) minutes under the established time, but not for temporary reasons, for one week the run will be evaluated to determine if fifteen (15) minutes will be deleted from the established time.
6. Extra-duty shuttles will be bid according to seniority. If a driver bids on a high school shuttle, it must take the driver to the correct middle school for the high/middle run to which the driver is assigned. Elementary only drivers who choose a high school shuttle will only be paid twenty (20) minutes for the shuttle.

D. **Route Assignments**

1. Drivers will maintain the same route at the beginning of the school year that they had at the end of the prior year. Drivers shall maintain their regular hours as of the end of the prior year until their new route assignment is assumed. Drivers shall generally be allowed to maintain the same bus assignment as they had at the end of the prior year until the new route assignment is assumed. Vacant routes will be filled until the bid process is completed by substitute drivers or new employees. The routes as defined in Appendix D, will be revised by the Transportation Director and driver designee(s) appointed by the Director. Cost effectiveness, cost efficiency, geographic considerations, run/route/shuttle considerations, and customer service shall serve as some of the cornerstone consideration in establishing runs and routes. All regularly scheduled routes in operation including estimated times, mileage, and the thirty (30) minutes preparation time, shall be posted for selection not later than the Friday preceding the route selection meeting. Extra pay shuttles and mid-day runs will be bid separately. The most senior employee shall have first choice of a route assignment. Selection shall continue in order of the next most senior employee until all regularly scheduled route assignments and mid-day runs have been assigned. In limited circumstances (includes but is not limited to special education students, efficiency type of vehicle, etc.) a shuttle may be assigned by the Director.

The time spent at route selection meetings is voluntary and as such will not be compensated.

A bid meeting will be conducted within four (4) work days of the end of the first twenty (20) school days.

Applied Technology Runs

Applied Technology runs shall be bid by the Employee, and the work year once it has become effective for the current school year, shall continue on the Brighton student schedule. The Applied Technology program shall end at the conclusion of the Applied Technology yearly schedule, or when there are no students to transport, which may be prior to the end of the Brighton School Year. Employees shall be paid for all school days (per the Brighton calendar) during the length of the program as described above.

2. New/Vacant Assignments

- a. There shall be no bumping of routes during the school year, unless expressly stated elsewhere in this Agreement.
- b. When a regularly scheduled route becomes vacant or a newly established route is created during the school year or after a driver is on an unpaid leave of absence for at least ten (10) work days, a bid meeting will be held subject to the conditions identified below to fill the vacancy.
- c. Whenever a vacancy exists in a transportation route, Employees (as set forth in section 1 below), will be given at least forty-eight (48) hours notice of a bid meeting to be conducted to fill the vacancy and any subsequent transportation vacancies which may arise at the bid meeting.
- d. The bid meeting will be conducted subject to the following provisions and to any rules and regulations (including the time and place of the bid meeting) which may be mutually agreed to from time to time by the Assistant Superintendent for Human Resources and the Association Representative for the Transportation Department.
- e. If a run which consists of High, Middle and Elementary AM and PM is going to be vacated for a temporary vacancy, then an elementary only driver will have a chance to bid on that vacancy for a second bid. (ie: a driver with a High, Middle and Elementary run bids on a temporary vacancy of the same number of runs, but will be changing their time by 15 minutes, then that driver's run that is being vacated will be offered to an elementary only driver by seniority before it is offered to a non-bargaining unit substitute driver. This will create a 2nd bump on a temporary vacancy).
 1. In the instance of a transportation vacant route, any regular driver, transportation substitute or other qualified, interested Division 4 Employee may attend the bid meeting.
 2. An Employee may bid for an absent Employee by providing a signed and witnessed written proxy.
 3. Attendance at the bid meeting is voluntary and as such, no compensation will be issued.
 4. Drivers shall only be able to bid for open routes and may not displace drivers.
 5. Drivers will not be able to bid on a vacancy or for a position of a driver on an unpaid leave of absence unless the reassignment would constitute a change in established time of at least fifteen (15) minutes unless approved by the Transportation Director.
 6. Routes will be awarded to the most senior regular driver who can assume the route within a three (3) workday period after the bid meeting.

New and vacant runs must be posted in the Transportation Department and on the District Website as soon as possible, but no later than three (3) workdays after Employee notification of such leave. It will be the Employee's responsibility and not the Districts to check for postings and make appropriate application.

3. Except as set forth in D(1)(Route Assignments)above, an Employee whose route is eliminated or downgraded during the school year by a reduction of fifteen (15) minutes or more of driving time, shall be allowed to bump any driver with less seniority in order to be assigned a route. A route which is increased by fifteen (15) minutes or more of driving time shall be open for bid to more senior drivers. The driver bumped may, in turn, bump any less senior driver in order to be assigned a route. Route changes shall not be official until the entire chain of changes has been determined.

E. **Insurance Benefits**

1. To be eligible to receive the equivalent of the single subscriber rate of MESSA Choices II, a bargaining unit member must drive four (4) or more hours of regular daily assigned work (See Appendix D, 6)(Definitions), and does not include substitute work, field trips, etc. Twenty (20) drivers will receive the above referenced rate toward the purchase of Choices II. For each five (5) drivers hired with four (4) or more hours of regular daily assigned work (See Appendix D, 6) beyond the 49 drivers employed on July 1, 2001, an additional driver will be added to the twenty (20) drivers referenced above.

Those Employees who are among the twenty (20) set forth above shall only be able to select the Board-paid health contribution if they do not have health insurance paid by another source. The election of this benefit shall be on a seniority basis.

PAK B

A BESPA member is eligible to elect PAK B if they do not have vision or dental insurance available through another source.

Unused single subscriber stipends within any Division, will be shared with other members in Divisions 1, 3 and 4 only, who are not eligible because the cap has been reached but are paying for single subscriber insurance. This will be done on a seniority basis using District seniority rather than Division seniority.

2. Employees not provided any premium contributions under section 1 above, will receive premium contributions in accordance with the following schedule:

Four (4) or more hours per day will receive fifty (50) percent of the single subscriber rate per month.

Drivers with less than four (4) hours per day will receive twenty-five (25) percent of the single subscriber rate per month.

F. **Miscellaneous Provisions**

1. Notification of staff meetings called by the Transportation Director must be made forty-eight (48) hours in advance of the meeting except in an emergency. Transportation meetings will start between 9:15 and 9:20 and are mandatory unless excused by the supervisor. Drivers in attendance shall receive their regular driving rate of pay beginning at 9:15 a.m. These meetings shall be limited to one (1) per month unless an emergency requires additional meetings.
2. If requested by the Employer, the Employee shall be required to attend in-service, and will be paid his/her regular driving wage for all hours needed to complete the day, minus the scheduled lunch hour.
3. **Reduction of Hours:**
Employee's pay will not be reduced due to half-day sessions.

4. **Workweek and Workday**

- a. The regularly scheduled workweek will begin on Monday at 12:01 a.m. and end on Sunday at midnight.
 - b. The normal workdays shall be defined as the regular bus runs and shuttles that an Employee makes on a daily basis.
5. Work time pay shall be computed from the established time, and extra time shall be submitted on a daily basis.
6. Transporting Buses for Repair - except in those instances where the mechanic(s) transport the bus, the Employer shall select an Employee who is available, without disrupting his/her runs, and who is not put in an overtime status.
7. Employees shall obtain a license as required by the State of Michigan. The cost of this license shall be paid by the Employer on an annual basis, at the end of the school year, provided the Employee has completed the year.
8. Days, when referenced to, shall mean workdays, unless otherwise noted.
9. Employees when directed by Administration or Board, shall be reimbursed at their regular rate of pay for attending the number of hours necessary to maintain their certification. For all school sessions which are conducted outside the Brighton area, sufficient transportation will be provided from the bus garage by the Employer for all attending Employees. Payment will be made to the drivers following notice of completion from the training agency.
10. Experience Credit - Up to three (3) years of experience credit on the scale will be granted under the following conditions:
- a. The experience shall be driving a school bus for a private or public school system.
 - b. Driving experience must satisfy the district and state requirements of successful driving, including criminal background check and satisfactory driving record check.
 - c. The driver will provide written documentation of up to three (3) years of service credit with the MPSERS retirement system or written documentation from the previous employer(s) of having worked at least 720 hours for each year of experience credit. Experience can accumulate from year to year to reach the 720 hours. Experience credit will be granted in full year increments only.
 - d. The experience must be within the previous five (5) years of the request for experience credit.

G. **Inclement Weather/Emergency School Closing**

If the entire District is closed due to inclement weather or emergency closing, Employees in the Division that are actively employed at the time the first two (2) days occur, shall not be required to report and shall be paid for the days. If the supervisor requires an Employee to report, the Employee's paid leave bank will be credited with an additional day. In the event the District is closed beyond two (2) days and make up of lost instructional time (students report or required professional development) does not equal the number of days the District is closed, Employees in this Division shall be able to deduct days from their paid leave bank during the pay period in which school is closed. The use of leave days for inclement weather or emergency closing shall not be used in the calculation for longevity.

In the event it becomes necessary for the District to cancel school due to inclement weather or other closing in the morning while students are still on buses and the driver's day is cut short, they will be paid their regular hours.

12. The decision of placement of new buses shall be made by the Transportation Director. If there are no other determining factors, seniority shall prevail. If there is a reason a bus shouldn't be given to an Employee, the matter will be discussed between the Transportation Director, Employee and transportation department association representative.
13. Employees shall be notified of any student passenger who has a serious illness such as diabetes, epilepsy, heart condition, allergies, etc. Every effort shall be made to arrange transportation home for a sick child rather than send them home on the bus. Employees will not be required to lift handicapped children as part of their normal daily driving responsibilities.
14. The Employer shall provide a lounge for all Employees, which shall be designated as such. The Employer shall ensure that rest room facilities are provided for Employees near the lounge area.
15. The Employer will make every effort to see that the bus parking lot is sanded or salted as soon as possible after ice storms and, further, to clear such areas as soon as possible.
16. No Employee shall be requested or ordered to operate an unsafe vehicle in the performance of his/her job duties or to drive a bus with more passengers than is legally permitted. Drivers legitimately refusing to operate an unsafe vehicle or a bus that is beyond the passenger limit permitted by law, shall not be subject to reprimand, suspension or discharge.

H. **JOB ASSIGNMENT COMMITTEE**

When it may become necessary to consider changing a driver's route during the school year and outside of the regular bidding process, a joint District and Association Committee shall meet to consider the matter. In no way does this committee infringe upon the District's right to discipline a member and the Association's right to challenge that discipline. The supervisor shall review with the driver all established procedures and exhaust all potential remedies. The committee will meet only as a last resort after all attempts to resolve the issue have been tried.

1. **Committee Membership:** The committee shall be composed of four (4) members: the Director of Transportation, the Assistant Superintendent for Human Resource or his/her designee, the Association Representative and the Assistant Association Representative, or as designated by the Association. Every effort should be made by both parties to include members who have the necessary experience and knowledge to address the specific issues for which the committee will be convened. The Committee may request other Employees to serve as a resource to the Committee.
2. **Purpose:** After all reasonable attempts have been made by the driver and the District to resolve issues related to the driver and his/her bid run or in an extreme situation, the Director of Transportation or the duly elected transportation Association Representative may request a meeting of the committee. The Committee shall address only serious concerns and not matters related to personal preference or convenience.
3. **Time Line:** The Committee shall meet as soon as possible after the request has been made, but no later than three (3) work days or as mutually agreed to. The Committee shall take all reasonable steps to complete its assignment in a timely manner.
4. **Change of Run:** Only after every alternative has been considered and only as a last resort to best serve the interests of the transportation department including the driver's interests, the Committee is empowered to change a driver's bid run under the following terms and conditions:

- a. If the Committee has decided to consider changing a driver's bid run, the Committee shall first solicit volunteers to switch runs.
- b. The Committee shall consider the experience of the driver, actions already taken to remedy the situation, the driver's job performance, and any other pertinent criteria when considering a change of route.
- c. If there are no volunteers; the voluntary switch would not be appropriate. The Committee is empowered to change a driver's bid run to best serve the interests of the transportation department. If the Committee so chooses, any driver who will be involuntarily moved shall have a right to meet with the Committee and be heard on the matter. The Committee shall give due consideration to the reaction of the driver to the involuntary change.
- d. No driver shall be required to take a reduction in bid time compensation to facilitate the change, although a driver may elect to do so.
- e. Committee Determination: The determination of the Committee shall be final and not subject to the grievance process.

I. **Kindergarten**

At the start of the school year drivers assigned kindergarten runs who do not have students to transport shall be compensated in the following manner:

The first three (3) hours of time spent on administrative duties related to kindergarten runs shall not incur additional pay. Any time beyond the three (3) hours of administrative time shall be compensated at the regular driving rate.

The base rate for kindergarten runs is reflective of one (1) hour and twenty-five (25) minutes pay per day minimum. In the event actual driving time is less, additional work may be assigned (i.e. Extra driving, etc.). Should any run (including extra work assigned under Article 18-B-1-C) exceed the one (1) hour and twenty-five minute minimum, it shall be paid in five (5) minute increments, based on the one hour and 25 minute base rate. (i.e., there are 17 increments in one (1) hour 25 minutes; driver would receive 1/17 of per trip rate for each five-minute increment.) The actual time compensated for mid-day runs will be utilized in computing eligibility for field trips.

The deduction for paid leave time for kindergarten and other parts of a driver's assigned day, will be a portion of the driver's daily assignment (i.e. (High, Middle) and elementary, kindergarten, (High, Middle), and elementary equals five (5) portions.

Drivers on temporary assignments will be given the option when they are off of having time deducted from their bank or not being paid for the time off.

5. **Clothing Allowance**

The Employer shall provide to all seniority drivers covered by this Agreement a jacket. In alternating years the jacket will be lined. The Employer to pay the full cost of such jackets. The jackets shall be issued to seniority drivers on a bi-annual basis. In the event a driver terminates his/her employment with the Employers, prior to the completion of one calendar year from which date the Employee received such jacket, he/she shall return or shall reimburse the Employer the total cost of such jacket.

The Employer will make a reasonable effort to provide the jackets by October 1st of the year in which they are to be furnished.

Transportation Employees shall select the jackets to be purchased by October 1st. Once the selection has been made, the Employer will order as soon as possible. The committee shall consist

of three Employees selected by the Association.

REGULAR UNASSIGNED DRIVER (RUD)

A "Regular Unassigned Driver" is a regular driver with all the seniority rights and contractual privileges of any other driver. In addition:

1. There shall be at least four (4) regular unassigned drivers.
2. If work is not available to fill the regular unassigned driver's daily schedule, the usual minimum daily schedule is 6:15 to 8:15am and 2:00-4:00pm plus thirty (30) minutes warm-up time.
In the event a regular unassigned driver bids on a temporary route, there will be no reduction in these guaranteed hours. The starting time of the driver may be adjusted to reflect this bid.
3. At 6:15am each regular unassigned driver, in order of seniority, shall select his/her AM/PM runs for the day. If the regular assigned driver arrives after 6:15am and before the end of the selection process, he/she will select after all other regular unassigned drivers have selected. If the regular unassigned driver reports to work after the selection process has been completed, he/she shall be assigned AM runs for the day and can select his/her PM runs that are available. Kindergarten, shuttles (including PM high school shuttles), field trips, unassigned runs, and any other extra work shall not be included in this selection process and will be bid at the daily 9:15am extra work bidding.

If work becomes available after the 6:15am selection process, a regular unassigned driver who has already selected a route may not change his/her selection. Any unassigned regular driver who does not have work from the 6:15am meeting may bid on the new work in order of seniority. If no regular unassigned driver selects the work, it shall be assigned to the least senior regular unassigned driver.
4. When extra work for the day is posted, a regular unassigned driver must bid to the full extent of his/her seniority. Available unassigned time shall be part of the selection process. In an emergency situation, an unassigned driver may be assigned to drive.
5. If driving is not available for the regular unassigned driver to bid on, he/she may be assigned by the Dispatcher to work in the lounge on non-driving duties such as completing the route folders, maintaining a bus (no more than 15 minutes AM and 15 minutes PM per day), numbering field trips and shuttle slips, alphabetizing green inspection sheets, route maps, or in extreme situations to assist in answering the phone, radio and calling fan outs.

TRANSPORTATION DEFINITIONS

1. **Mid-Day Run** - Any run taken between morning and afternoon runs. An additional preparation time will be added: if using the driver's assigned bus - 5 minutes; if using another bus - 10 minutes.
2. **Established Times** - Daily driving time including layover (where applicable) plus thirty (30) minutes.
3. **Permanent Posting Times** - Average time taken during the first twenty (20) school days of the year.
4. **Re-timing of Runs (Mid-Day Only)** - If the Employer or the Employee believes that the posted times are inaccurate, the run in question shall be retimed for (5) consecutive days. If an adjustment is needed, the time will be calculated to the next highest five (5) minute increment, arrived at by averaging the five (5) days.
5. **Permanent-temporary Shuttle** - Shuttle run on a daily or near daily basis for a certain length of time.
Example: Swim Shuttle.
6. **Regular Daily Assignment** - The assignment that the driver has bid on and drives on a daily basis.
7. **Driving Time Problem** - Overtime that can be avoided or a schedule conflict.
8. **Route** - Whenever the term "route" is used, it shall mean an established plan of daily transportation of students by school bus or van or car, routinely performed during the school year.
9. **Run** - Regularly scheduled daily transportation of students from home to school, or school to home.
10. **Shuttle** - Transporting of students within the school district from one school building to another, including the Building Trades site.
11. **Route Assignment** - A combination of runs and shuttles.
12. **Trip** - Whenever the term "trip" is used, it shall mean transportation of students or other persons on an Ad Hoc basis to special events, contests, exhibitions, etc.
13. **Layover Time** - The maximum layover between runs is one (1) hour. The maximum layover between kindergarten runs and afternoon high school runs shall be one-half (1/2) hour.
14. **Fifteen (15) Minute Increments** - Time figured to the nearest 1/4 hour rounded upward on a weekly basis for payroll purposes.
 - (a) **Over Fifteen (15) Minutes** - If a run is taking more than fifteen (15) minutes over the established time, but not for temporary reasons, for one week, the run will be evaluated to determine if 15 minutes will be added to the established time.
 - (b) **Under Fifteen (15) Minutes** - If a run is taking less than 15 minutes under the established time, but not for temporary reasons, for one week the run will be evaluated to determine if 15 minutes will be deleted from the established time.
15. **Extra Work Time** - Any time worked not in a regular route assignment will be paid actual worked time. This does not apply to established time +15/-15 concept.
16. **Relief Driver** - drivers who fill routes, shuttles and field trips of regular drivers who are unavailable to drive.

ARTICLE 19

DIVISION 5 —SECRETARIAL, CLERICAL, BOOKKEEPING, GENERAL LEDGER ACCOUNTANT, PAYROLL ACCOUNTANT, COMPUTER SERVICES SUPPORT TECHNICIAN COMPUTER TECHNICIAN, ATHLETIC ASSISTANT AND FRINGE BENEFITS SPECIALIST

A. Awarding of Positions

Interviews will be conducted by a committee made up of representative(s) selected with relative knowledge of the vacant position consisting of union selected and employer appointed representative(s). All candidates applying for the vacant Division 5 position(s) must successfully complete the skill assessment. Division 5 candidates that meet the posted qualifications will be given first consideration. The district will use the individual's qualifications, which include but are not limited to their skill test score(s), prior training and experience, employment record and evaluations in selecting the most qualified individual. Where Division 5 internal candidates are equally qualified for the vacant position, length of service will be a weighted factor. In the event there are no Division 5 applicants that qualify for the position, or none applies, the district will consider other bargaining unit applicants before non-bargaining applicants.

B. Employees shall be laid off in accordance with the following procedures within the Division:

1. Employees in affected positions will be entitled to be placed in the position within his/her classification occupied by the least senior Employee with a similar number of hours. Hours may be calculated using the formula: hours per day x number of days if necessary to determine most similar position and allow most senior Employee the ability to maintain wage.
2. In the event the Employee does not maintain sufficient seniority or have the qualifications, he/she will be placed in another classification within the Division which is occupied by the least senior Employee with an equal number of hours and benefits.
3. Qualified shall be defined as having met the skill test scores or having satisfactorily served in the assignment for a period of one or more years. A less senior Employee may be retained when the more senior Employee is not qualified based on the definition contained in this section.

C. Division 5 Employees on lay-off will be recalled in accordance with the following procedures:

When a position within Division 5 becomes vacant and there are Division 5 Employee(s) on "lay-off":

1. The vacant job will be posted internally to members of Division 5 only. All Division 5 members will receive a copy of the posting.
2. The job will be filled by the most senior, qualified Division 5 applicant.
3. The Employee on lay-off will be recalled to the remaining, vacant position, provided necessary qualifications are met. If not currently qualified, the Employee on lay-off will have three opportunities to qualify for the remaining position based on minimum requirements outlined in Article 19 K (L). If the Employee on lay-off does not qualify for open positions, the Employee will remain on lay-off until another job becomes available to which they are qualified. During the lay-off period, the Employee has the right to test three times each semester.
4. Qualified shall be defined as having met the posted qualifications and skill test scores or having satisfactorily served in the assignment for a period of one or more year. A less senior Employee may be retained when the more senior Employee is not qualified based on the definition contained in this section.

- D. Employees selected for the position under A above shall be subject to a trial period of thirty (30) consecutive days to determine the Employee's ability to perform the job. It is understood that an Employee will be given reasonable assistance and training for the job. If the District disqualifies an Employee, the District will advise the Association of the reason(s) for such Employee's disqualification and the Employee will be returned to his/her former position/classification. The Employee shall have the right to return to their previous position within fifteen (15) workdays. During this trial period the Employer may fill the vacated position with a substitute.
- E. Twice (2x) each fiscal year, Division 5 Employees shall have the opportunity to prequalify for positions by taking the approved tests. The Employer shall notify each Employee in writing ten (10) workdays prior to the testing period. The notice shall indicate a time and location. An Employee may test for each vacant position.
- F. As new technology is introduced, the Employer shall make every effort to provide appropriate training on the new hardware and software at the Employer's expense.

G. **Workweek and Workday**

- 1. The regularly scheduled workweek will begin on Monday at 12:01 a.m. and end on Sunday at midnight.
- 2. The normal workday shall be defined as Monday through Friday and shall consist of the minimum number of hours per day as determined on the seniority list dated thirty (30) days after the signing of this bargaining Agreement.
- 3. The normal workday shall be in consecutive hours, which shall include a thirty (30) minute duty free unpaid lunch period.
- 4. Employees who work less than twelve (12) months shall receive written notice from the employer on the last workday as to the date to return to work in the coming school year.
- 5. Each Employee shall receive a paid fifteen (15) minute rest period during the first half of the workday and a paid fifteen (15) minute rest period during the second half of the workday. Each Employee shall establish a schedule with the supervisor. If an Employee is unable to take a rest period because there is no one available in the building to cover for him/her, the Employee shall arrange with the supervisor for compensatory time or an extended lunch hour.
- 6. The Administrator for each building shall appoint a person in charge of the building when they are not available or in attendance at the building. To maintain a cohesive learning environment, when feasible, the District will make arrangements for back-up coverage of staff utilizing permanent building substitute teachers when they are not needed to cover classroom assignments.

H. **Vacations**

- 1. Division 5 Employees will receive vacation with pay in accordance with the following schedule. Vacation calculation and credit will be made based upon a July 1 to June 30 fiscal year.

After the completion of one (1) year of service	10 days
After the completion of five (5) years of service	15 days
After the completion of ten (10) years of service	20 days
After the completion of twenty (20) years of service	25 days (*) (7-1-99)

(*) The additional five (5) days are to be taken during non-student time (applicable only for Employees that work less than twelve (12) months).

Employees scheduled to work less than twelve (12) months will have vacation prorated. An Employee will generally work the same days as his/her immediate supervisor. Any Division 5 Employee hired after June 30, 2001 who is not a twelve (12) month Employee will not be eligible for paid vacation.

All members shall be entitled to vacation according to the above vacation schedule. Employees on a paid leave of absence; time from the leave bank, vacation, or short or long term disability shall accrue vacation time. Employees on an unpaid leave of absence shall not accrue vacation time. An Employee's vacation will be taken at a time set by mutual agreement with his/her immediate supervisor.

Vacation time that is credited on July 1 must be used during that fiscal year (July 1-June 30). Subject to approval of the Employee's supervisor by April 1 of each year, an Employee will be permitted to carry forward up to five (5) unused vacation days into the next fiscal year. When an Employee terminates employment, she/he shall receive a prorated vacation allowance for each month or major fraction thereof between July 1 and his/her termination date.

I. **Inclement Weather/Emergency School Closing**

If the entire District is closed due to inclement weather or emergency closing, Employees in this Division that are actively employed at the time the first two (2) days occur, shall not be required to report to work and shall be paid for the days.. If the supervisor requires an Employee to report, the Employee's paid leave bank or vacation bank will be credited with an additional day. In the event the District is closed beyond two (2) days and make up of lost instructional time (student report or required professional development) does not equal the number of days the District is closed, Employees in this Division shall be able to deduct a day from their paid leave bank during the pay period in which school is closed. The use of leave days for inclement weather or emergency closing shall not be used in the calculation for longevity.

In the event it becomes necessary for the District to send Employees in this Division home because of a bomb threat or other school closing that does not effect the entire District, the Employees that are sent home will be paid for the balance of their regular hours. Those that are notified by administration not to report will also receive their regular hours. If circumstances permit, the District may reassign the Employees to another location in lieu of sending them home or if they have not yet reported, direct them to report to an alternate location.

J. **Temporary Work**

The parties acknowledge that the use of non-bargaining unit Employees to perform temporary bargaining unit work (including but not limited to special projects, relieve a back-log of work, etc.) is appropriate. The use of non-bargaining unit Employees in an avoidance of the creation of new positions or the assignment of overtime is prohibited.

Temporary work is not intended to be bargaining unit work performed by a non-bargaining unit Employee on a regular basis. "On a regular basis" may be defined by, but not limited to the following: 1) working 20 consecutive days in a position; or 2) where the duties or schedule demonstrate a pattern; or 3) having a regular work station; or 4) working half time or more over a two-month or longer time period.

Work performed by a non-bargaining unit Employee as a substitute for a bargaining unit member who is absent from her/his position is not considered temporary work.

Annually, the administration will contact all less than full time Employees within Division V to offer temporary work that may become available during the course of the year. If there is no interest and the administration wishes to use non bargaining unit Employees the office of Human Resources shall confer with the Association.

K. **Insurance Benefits**

1. Employees regularly scheduled to work at least seven and one-quarter (7 ¼) hours per day, will be eligible for premium contributions for Plan A or B.
2. Employees regularly scheduled to work at least four (4) hours per day but less than seven and one-quarter (7¼) hours per day will receive a prorated portion of the premium contributions.

3. Employees regularly scheduled to work at least three (3) hours per day but less than four (4) hours per day will receive Plan B, excluding the annuity premium (*). (Effective 7/1/99)

Any amounts in excess of the Employer's premium contributions will be payroll deducted as a condition of the Master Agreement pursuant to the authority set forth in MCLA 408.477.

The Employer will continue to pay the full costs of the insurance premiums for twelve (12) months.

Employees in Division 5 may elect to enroll in either MESSA Plan A or Plan B as set forth below.

Plan A: MESSA Choices II Health Insurance with LTD and \$10/\$20 Drug Card
\$25,000 Group Term Life w/Ad&D
VSP-3
80/80/50: \$1,000 per year maximum

Plan B: \$25,000 Group Term Life w/Ad&D
VSP-3
80/80/50: \$1,000 per year maximum
\$232.00 per month

L. **Keyboarding/Word Processing minimum requirements:**

- 55 wpm
- Testing Software – OPAC Testing System (Office Proficiency Assessment and Certification.
- Overall test scores must equal 90% (ninety percent) or better.
- Testing Components:

Clerical Skills Test Group – includes grammar, filing, punctuation, capitalization, possessives, number usage, abbreviations, and spelling.

Spreadsheet Test – measures candidate's skills in modifying a budget document, including editing cell contents, adding rows and columns, editing cell formulas, adding headings, creating and editing labels.

Database Test – measures skills in commonly used database functions, including modifying the structure, add records, sort file, copy file, save file.

Data Entry Test – a timed test to measure speed and accuracy of entering alphabetic and numeric vendor data, including contact, address and phone number.

Basic Math Test – measures candidates on addition, subtraction, multiplication and division.

- Testing standards for each position will be based on mutually agreed upon job descriptions.

Stipend

A stipend will be paid to Employees of this Division in the following manner:

Individuals that have been employed by the District, for ten (10) years or more, based on hire date, will receive a stipend of \$.10 an hour times their total regularly scheduled hours to be paid by August 31st.

This provision will expire at the end of the 2002-2003 school year and will not be continued unless

mutually agreed to by both parties.

ARTICLE 20

DIVISION 6 - TRANSPORTATION DISPATCHER

A. Layoff

Employees shall be laid off and recalled according to their seniority.

B. Insurance

1. Full-time Employees in Division 6 may elect to enroll in either MESSA Plan A or Plan B as set forth below.

Plan A: MESSA Choices II Health Insurance with LTD and \$10/\$20 Drug Card
\$25,000 Group Term Life w/Ad&D
80/80/50: \$1,000 per year maximum

Plan B: \$25,000 Group Term Life Insurance w/Ad&D
VSP-3
80/80/50: \$1,000 per year maximum
\$232.00 per month (See Article 11, P, 3)

In all instances, Employees must assume responsibility for completing the necessary enrollment forms.

2. Insurance benefits will be paid sixty (60) calendar days following the exhaustion of sick leave in the instance of extended disability or illness unless otherwise required by law.

In relationship to compensable leave under the Worker's Compensation Act, the Board may elect to continue hospitalization premium payments beyond the sixty (60) day limit.

C. Vacation

Employees in this Division will receive vacation with pay in accordance with the following schedule (vacation calculations and credit will be made based on a July 1 to June 30 fiscal year):

- After the completion of one (1) year by June 30 = 10 days
- After the completion of five (5) years by June 30 = 15 days
- After the completion of ten (10) years by June 30 = 20 days
- After the completion of twenty (20) years by June 30 = 25 days

Employees hired after July 1, 1993 will not be eligible for five (5) weeks of vacation.

- To be eligible for a full vacation an Employee must have worked eighty percent (80%) of his/her regularly scheduled working hours. An Employee who works less than eighty (80%) percent of his/her regularly scheduled working hours shall receive prorated vacation based on the hours the Employee worked for the Board.
- Employees terminating employment or on a leave of absence shall receive prorated vacation allowance based on one-twelfth (1/12) of the vacation pay for each month of the fiscal year or major

fraction thereof worked.

- Vacation requests for the subsequent fiscal year (July 1 to June 30) must be submitted by Employees to their Director by May 1. Requests will be approved or disapproved by May 15.
- Requests for vacation time made outside of the procedures set forth for submission in May, will be approved on a first come first serve basis. At least two weeks notice in such instances should be given.

D. **CDL**

The Transportation Dispatcher shall be required to have a current CDL. The District shall pay the licensing fees for the CDL.

E. **Inclement Weather/Emergency School Closing**

If the entire District is closed due to inclement weather or emergency closing Employees in this Division that are actively employed at the time the first two (2) days occur, shall not be required to report and shall be paid for the days. If the supervisor requires an Employee to report, the Employees paid leave bank or vacation bank will be credited with an additional day. In the event the District is closed beyond two (2) days and make up of lost instructional time (students report or required professional development) does not equal the number of days the District is closed, Employees in this Division shall be able to deduct a day from their leave bank during the pay period in which school is closed. The use of leave days for inclement weather or emergency closing shall not be used in the calculation for longevity.

F. **Workweek**

The regularly scheduled workweek will begin on Monday at 12:01a.m. and end on Sunday at midnight.

ARTICLE 21

PAID LEAVE DAYS

- A. Employees shall earn paid leave days in accordance with the schedule set forth below. The appropriate annual number of days will be credited at the start of the work year. For purposes of the following schedule, Division 1, 3 and 4 Employees will be considered as ten (10) month Employees. Days utilized prior to the time the Employees would have otherwise earned the credit, will result in payroll adjustments in the event the Employee separates employment or is on unpaid leave.

The District agrees to pilot language using the term "paid leave days" throughout this Article for the 2005-2006 school year only. However, it is the expectation of the District the Employees will continue to use paid leave days only for the purposes defined below and not as vacation time.

		<u>Max/year</u>	<u>Max Accumulation</u>
Division 1:	1.2 days/month	12	250
Division 2:	1 day/month	12	250
Division 3:	1.2 days/month	12	250
Division 4:	1.2 days/month	12	250
Division 5:	1.2 days/month	12	250
Division 6	1 day/month	12	250

- B. Paid leave days may be utilized for the following:

1. Illness of the Employee.
2. Up to five (5) days per year for serious illness of the Employee's spouse or child. Additional days may be authorized by the Assistant Superintendent for Human Resources beyond the five (5) days and for other relations on a case-by-case basis.
3. Up to two (2) paid leave days per year may be used for personal business that is emergency in nature, or for events that cannot be handled outside of the regular day for Divisions 1-4 and 6 Up to six (6) days per year for Division 5. Forty-eight (48) hours notice will be provided in requesting time for the purpose, unless the Employee can show cause why the notice could not be provided.

Leave days including personal business, shall not be used before or after a paid vacation, a vacation period, or holiday absent the approval of the Assistant Superintendent for Human Resources. Leave days, including personal business, shall not be used for social or recreational purposes.

- C. In the event of a death in the immediate family, the Employee will be released to attend the funeral without loss of pay for up to five (5) days. Such days will not be deducted from the Employee's accumulated paid leave day accumulation. Immediate family shall be defined as spouse, child, parents, brother, sister, step relatives, in-laws, grandchildren, grandparents, and other relations.

One (1) day will be granted to attend the funeral of other relatives. In such instances, the day will not be deducted from the Employee's paid leave day accumulation.

- D. In the event an Employee is absent from work due to a compensable injury under the Worker's Compensation Act, the Employee's individual paid leave day accumulation will be deducted on a prorated basis to the extent permitted by law to offset the differences between regular daily pay and the amount provided under the Act. Employees will accrue paid leave time, vacation during a leave under the provision during the time prorated paid leave is utilized. Employees will not receive holiday pay while on a compensable leave under the Act.

E. Upon severance from employment (except discharge), all accumulated leave days will be paid to the Employee at fifty percent (50%) of their daily wage subject to the following limitations:

1. The Employee must have served at least seven (7) years with the district since the Employees last date of hire.
2. An Employee must have at least forty (40) leave days in order to qualify. Payments to an eligible Employee shall be in accordance with the following schedule:

40-53 Days.....	Maximum Payment	\$600
54-67 Days.....	Maximum Payment	\$1,250
68-Days or More.....	Maximum Payment	\$1,750

F. In the event an Employee is directed to report for jury duty or selection during working hours, the Employee will be paid the difference between jury pay and his/her regular pay. On days where directed to report and then released, the Employee must return to work unless excused by supervision.

In the event an Employee is required to testify in court in conjunction with a case related to his/her employment, the Employee will not suffer a loss in pay.

ARTICLE 22

HOLIDAYS

A. Employees will receive paid holidays in accordance with the schedule set forth below:

Division 1: Paraprofessionals

Friday before Labor Day	
Labor Day	Day After Christmas
Thanksgiving Day	New Year's Eve Day
Friday Following Thanksgiving	New Year's Day
Christmas Eve Day	Good Friday
Christmas Day	Memorial Day

Division 2: Operations Department

Friday before Labor Day	
Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Friday Following Thanksgiving	Good Friday
Christmas Eve	Memorial Day
Christmas Day	July Fourth

Division 3: Student Nutrition

Friday before Labor Day	
Labor Day	Day After Christmas
Thanksgiving Day	New Year's Eve Day
Friday Following Thanksgiving	New Year's Day
Christmas Eve Day	Good Friday
Christmas Day	Memorial Day

Division 4: Transportation

Friday before Labor Day	
Labor Day	Day before New Year's Eve
Thanksgiving Day	New Year's Eve Day
Friday Following Thanksgiving	New Year's Day
Christmas Eve Day	Good Friday
Christmas Day	Easter Monday
Day After Christmas	Memorial Day

Division 5: Secretarial

Friday before Labor Day	
Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Friday Following Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	July Fourth
Day after Christmas	

Division 6: Transportation Dispatcher

Friday before Labor Day	Day before New Year's Eve
Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Friday Following Thanksgiving	Good Friday
Christmas Eve Day	Easter Monday
Christmas Day	Memorial Day
	July Fourth

- B. Divisions 2 and 6 Employees shall have one (1) additional day off with pay for their birthday which shall be taken at a convenient time as agreed upon by the Employee. If the birthday shall fall upon a weekend, or another scheduled holiday, the Employee may receive an additional day's pay in lieu of a day off at the option of the Board.
- C. Employees required to work on any of the above named holidays shall receive double time (2X) for hours worked in addition to their regular holiday pay.
- D. If an Employee is on paid vacation on any of the above named holidays, he/she shall be entitled to an additional day off with pay for the holiday or shall receive his normal day's pay for the holiday.
- E. Except as set forth in Section D above, Employees absent on paid leave time, unpaid leaves of absence or approved unpaid day(s) off, will not be eligible for holiday pay.
- F. When the scheduled holiday falls on Saturday, the Employees shall receive the Friday prior to the holiday off with pay; if the scheduled holiday falls on a Sunday, the Employees receive the Monday after the holiday off with pay. Division 2 Employees whose work schedule includes a Saturday or Sunday as set forth in Article 16(D)(2), will have the same day of the week off as Employees with a Monday through Friday schedule. In the event that either the Friday prior to the holiday or the Monday after the holiday would be a school session day, the Employer shall either pay the Employees on the holiday pay or grant a day off to the Employee for the holiday on a date that is mutually agreeable to the Employee and the Employer.
- G. In the event a designated holiday is scheduled as a day of student instruction, the parties shall set forth an alternate holiday.
- H. BESPAs understands the law regarding the Labor Day holiday to prohibit scheduled instruction for students to occur prior to Labor Day. If staff has the opportunity to work the Thursday before Labor Day, they shall be paid for the two holidays as written. If BESPAs staff are not given the opportunity to report for work the Thursday before Labor Day, two other days will be designated in exchange as the official holidays by mutual agreement between the Board and BESPAs.

ARTICLE 23

DRUG AND ALCOHOL FREE WORK PLACE

- A. The parties mutually recognize the importance of maintaining an educational and work environment free of controlled substances and alcohol that is both safe and orderly for students and Employees and maintains the public trust and confidence. To this end, the parties agree that being under the influence of, the sale, possession, or use of alcohol or controlled substances while on district premises, in district vehicles or while attending to job related responsibilities away from the work site is prohibited
- B. Lockers, desks, storage areas, district vehicles and other areas where Employees may store items are property of the district and as such may be searched where reasonable cause exists to believe an Employee has violated Section A above.
- C. The provisions of the Omnibus Transportation Employee Testing Act and the rules and regulations adopted by the U.S. Department of Transportation will govern the testing of bus drivers and other Employees in positions subject to the provisions of the Act.

The district agrees to post a copy of the Act and the federal rules and regulations in the bus drivers lounge.

Time spent in testing outside of the Employee's workday associated with random testing will be compensated at the field trip rate. Time spent in testing during the work day will be compensated at the regular driving rate.

Drivers using their own vehicle for random drug testing will be paid mileage consistent with the current IRS rate.

- D. In the event the Board elects to institute a drug and alcohol testing program for Employees not covered by the Act, the Board agrees to notify the Union in writing and to negotiate upon written demand.
- E. Nothing contained in this article shall be construed to prohibit the Board from taking disciplinary action based upon test results obtained from police authorities in the course of an investigation.

ARTICLE 24

DURATION of AGREEMENT

This Agreement shall be effective upon ratification by the Employer and shall remain in effect until June 30,2007.

**APPENDIX A
BESPA Salary Schedule**

		<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
<u>Division I</u>				
<u>Paraprofessionals</u>	Start	10.19	10.42	10.65
	2 yrs.	10.93	11.18	11.43
	4yrs.	11.75	12.01	12.28
	6 yrs.	12.03	12.30	12.58
	8 yrs.	13.08	13.37	13.68

Campus Security Coordinator: Plus \$.55 on top of hourly rate

Hearing Interpreters

Start	12.85	13.14	13.44
2 yrs.	13.27	13.57	13.88
4 yrs.	13.67	13.98	14.29

Interpreters with a QA rating will receive the following increases on top of their hourly rate:

QA 1 = \$1.00; QA 2+ = \$.60. Individuals who meet Sign Communication Proficiency

Interview (SCP) requirements will have the results interpreted by the Michigan Department of Education

Career Center

Start	11.31	11.56	11.82
2 yrs.	11.91	12.18	12.45
4 yrs.	12.61	12.89	13.18
6 yrs.	12.72	13.01	13.30
10 yrs.	12.84	13.13	13.43
15+ yrs.	12.99	13.28	13.58

BESPA Salary Schedule (Continued)

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
<u>Division II - Operations</u>			
Maintenance	15.99	16.35	16.72
Custodian	14.80	15.13	15.47
Groundskeeper	14.80	15.13	15.47
Head Custodian	15.41	15.76	16.11
Shift Leader Custodian	16.86	17.24	17.63
Shift Leader Custodian	15.70	16.05	16.41
Maintenance II	17.99	18.39	18.80
Locksmith	17.99	18.39	18.80
Head Custodian/Warehouse Technician	17.41	17.80	18.20
<u>Division III - Student Nutrition</u>			
Production Manager	14.80	15.13	15.47
Student Nutrition Coordinator	14.80	15.13	15.47
Head Cook/Head Baker	14.04	14.36	14.68
Student Nutrition Technician	12.75	13.04	13.33
Student Nutrition Manager	12.75	13.04	13.33
Student Nutrition Assistant	10.50	10.74	10.98
Special Events	13.05	13.34	13.64
(215 days) Student Nutrition Driver	14.80	15.13	15.47
<u>Division IV – Transportation</u>			
Probationary	11.87	12.14	12.41
1 st & 2 nd year	12.88	13.17	13.47
3 rd year	16.21	16.57	16.94
Field Trips	12.78	13.07	13.36
Midday/Noon (flat rate)	23.05	23.57	24.10
<u>Division VI – Transportation Dispatcher</u>			
Start	13.04	13.33	13.63
2 nd year	14.49	14.82	15.15
3 rd year	15.93	16.29	16.66

BESPA Salary Schedule (Continued)

2004-05 2005-06 2006-07

Division V - Secretarial

Bookkeepers:

Business Office	Start	15.64	15399	16.35
	2 years	16.46	16.83	17.21
	3 years	17.48	17.87	18.27
	4 years	18.61	19.03	19.46
<hr/>				
General Ledger Accountant/ Payroll Accountant	Start	18.61	19.03	19.46
	2 years	19.60	20.04	20.49
	3 years	20.84	21.31	21.79
	4 years	22.16	22.66	23.17
<hr/>				
Fringe Benefits Specialist/Start	2 years	17.12	17.51	17.90
	3 years	18.04	18.45	18.87
	4 years	19.16	19.59	20.03
	4 years	20.39	20.85	21.32
<hr/>				
Class I-A:				
Computer Services Support Technician	Start	21.07	21.54	22.02
	2 years	22.35	22.85	23.36
	3 years	23.69	24.22	24.76
	4 years	25.11	25.67	26.25
<hr/>				
Class I-B:				
Computer Technician	Start	14.05	14.37	14.69
	2 years	14.85	15.18	15.52
	3 years	15.67	16.02	16.38
	4 years	16.64	17.01	17.39
<hr/>				
Class I:				
Asst. Super. Sec. Athletic Director Sec.	Start	12.93	13.22	13.52
	2 years	13.89	14.20	14.52
	3 years	14.72	15.05	15.39
	4 years	15.51	15.86	16.22
	5 years	16.52	16.89	17.27
	6 years	17.86	18.26	18.67

BESAP Salary Schedule (Continued)

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
<u>Class II:</u>			
Community Education Bookkeeper, Start	12.39	12.67	12.96
Community Education Secretaries, 2 yrs.	13.33	13.63	13.94
Data Operator of High School, 3 yrs.	14.21	14.53	14.86
Director of Communications & Partnerships Secretary, 4 yrs.	15.04	15.38	15.73
Director of Instructional Support Services Secretary, 5 yrs.	16.00	16.36	16.73
Director of Technology Secretary, 6 yrs.	17.37	17.76	18.16
Elementary School Principal's Secretary,			
High School Bookkeeper,			
High School Principal's Secretary,			
Middle School Principal's Secretary,			
Operations Director's Secretary,			
Miller Intergenerational Center Coordinator's Secretary,			
Transportation Secretary.			

<u>Class III:</u>			
Accounts Payable Clerk, Start	11.88	12.15	12.42
Assistant Superintendent's Secretary (part-time), 2 yrs.	12.88	13.17	13.47
Secretary (part-time), 3 yrs.	13.68	13.99	14.30
Business Office Secretary, 4 yrs.	14.51	14.84	15.17
Central Office Switchboard & Receptionist, 5 yrs.	15.48	15.83	16.19
Copy Center Operator, 6 yrs.	16.83	17.21	17.60
Elementary Principal's Secretary,			
High School Asst. Principal's Secretary,			
High School Attendance Secretaries,			
High School Counseling Office Secretary,			
High School Secretary/Receptionist,			
Main Switchboard Operator,			
Middle School Asst. Principal's Secretary,			
Sub Coordinator.			

<u>Class IV:</u>					
Indian Education Secretary	Start	11.39	11.65	11.91	

ADDENUM TO SALARY SCHEDULE

Longevity

Longevity for BESPAs will be paid the following:

*At the completion of:	Five (5) Years	\$500
	Ten (10) Years	\$600
	Fifteen (15) Years	\$700
	Twenty (20) Years	\$800
	Twenty five (25) Years	\$900

* From the date of hire

All Employees meeting the years of service requirement shall receive fifty percent (50%) of the above amounts in recognition of years of service to the District. In order to qualify for the remainder of the longevity stipend, an Employee may have no more than eight (8) paid or unpaid absences for the following reasons: personal illness, illness in family, personal business, or absence without pay.

Situations of a catastrophic nature (with appropriate documentation) may be appealed to the Assistant Superintendent for Human Resources who will review the matter with an advisory panel consisting of three (3) administrators and three (3) BESPAs representatives.

Employees who are absent more than eight (8) consecutive days catastrophic reasons shall be entitled to appeal qualification for the attendance incentive.

Employees who are absent due to personal illness of a catastrophic nature shall be entitled to appeal qualification for the attendance incentive without meeting the consecutive days standard.

The panel will meet by August 10th and be empowered to make a decision in the matter which will not be subject to the grievance procedure.

The longevity portion of the stipend will be paid no later than June 30th.

The attendance incentive portion of the stipend will be paid no later than September 30th.

APPENDIX B

DIVISION CLASSIFICATIONS

Classification for purposes of this Agreement shall refer to the following designated classifications within the Division:

- Division 1: **Paraprofessionals:**
- Activity Coordinators
 - Campus Security
 - Classroom Assistants
 - Hearing Interpreters
 - Library Media Assistants
 - M.S. In-School Suspension Supervisors
 - Special Education Program Assistants
- Division 2: **Operations:**
- Custodians
 - Groundskeeper
 - Head Custodian
 - Head Custodian/Warehouse Technician
 - Locksmith
 - Mail Run Driver
 - Maintenance
 - Maintenance II
 - Shift Leader (Custodian)
- Division 3: **Student Nutrition:**
- Head Cook/Head Baker
 - Production Manager
 - Special Events
 - Student Nutrition Assistants
 - Student Nutrition Coordinator
 - Student Nutrition Drivers (215 days)
 - Student Nutrition Manager
 - Student Nutrition Technician
- Division 4: **Transportation:**
- Bus Drivers
 - Regular Unassigned Drivers

Division 5: **Secretarial:**

Bookkeepers: Business Office
Fringe Benefits Specialist

General Ledger Accountant

Payroll Accountant

Class 1-A: Computer Services Support Technician

Class 1-B: Computer Technician

Class I: Assistant Superintendents Secretaries
Athletic Assistant

Class II: Community Education Bookkeeper
Community Education Secretaries
Data Operator of High School
Director of Communications and Partnerships Secretary
Director of Instructional Support Services Secretary
Director of Technology Secretary
Elementary School Principal's Secretary
High School Bookkeeper
High School Principal's Secretary
Middle School Principal's Secretary
Miller Intergenerational Center Coordinator's Secretary
Operations Director's Secretary
Transportation Secretary

Class III: Accounts Payable Clerk
Assistant Superintendent's Secretary (part-time)
Business Office Secretary
Central Office Switchboard & Receptionist
Copy Center Operator
Elementary Principal's Secretary
High School Assistant Principal's Secretary
High School Attendance Secretaries
High School Counseling Office Secretaries
High School Secretary/Receptionist
Main Switchboard Operator
Middle School Assistant Principal's Secretary
Sub Coordinator

Class IV: Indian Education Secretary

Division 6: **Transportation Dispatcher**

APPENDIX C
EVALUATION FORMS

1. Paraprofessionals

- a. Library Media Assistants
- b. Campus Security
- b. Special Education Program Assistants, Classroom Assistants, Activity Coordinators and Hearing Interpreters (2 pages)

2. Custodial

3. Student Nutrition

4. Bus Drivers (2 pages)

5. Secretarial (2 pages)

6. Transportation Dispatcher

**Performance Evaluation for Special Education Program Assistants,
Activity Coordinators and Hearing Interpreters**

Performance Evaluation Form for Library Media Assistants

Name _____ Building _____ Date _____

S = Satisfactory NI = Needs Improvement

Evaluation Criteria	S	N I	Comments
1. Applying of principles and practices in own area or work.			
2. Understanding of work related to, but outside of, own speciality area.			
3. Producing acceptable work.			
4. Planning and organizing work.			
5. Accepting responsibility.			
6. Working without supervision			
7. Working with others.			
8. Working with students.			
9. Meeting changing demands of the work situation.			
10. Working with technology.			
11. Keeping the media center orderly and appealing.			
12. Performing in a appropriate and helpful manner.			

Summary:

Administrator

Media Assistant

Date

(My signature indicates that I have received a copy of this evaluation and my Supervisor has discussed it with me. I understand that I may attach comments or otherwise appeal my evaluation.)

Custodial - Maintenance Personnel Evaluation Form

Name _____

School _____

_____ Date _____

Position _____

Please place an (X) in the column that you feel is the proper evaluation on the question asked.

Evaluation Criteria	Satisfactory	Unsatisfactory
1. Attendance		
2. Punctuality		
3. Caliber of work.		
4. Dependability		
5. Quantity of work.		
6. Job knowledge.		
7. Attitude (job - fellow worker - supervision).		
8. Use of materials.		
9. Use and care of equipment.		
10. Use of working hours.		
11. Personal appearance.		
12. General conduct in building.		
13. Cooperation with administration.		
14. Cooperation with teachers.		
15. Cooperation with pupils.		
16. Cooperation with public.		
17. Caliber of work.		
18. Job attitude.		
19. Meeting deadlines.		

Unsatisfactory Comments: _____

General Comments: _____

Signature of Evaluator

Signature of Employee

(My signature indicates that I have received a copy of this evaluation and my Supervisor has discussed it with me. I understand that I may attach comments or otherwise appeal my evaluation).

Date

Date

Performance Appraisal Evaluation Form for Food Service Personnel

Name: _____ Job Title: _____
 Place of Employment: _____ Starting Date: _____ Evaluation Date: _____

- Rating Scale:** - 4 - Exceeds Job Requirements
 3 - Meets Job Requirements
 2 - Needs Improvement to Meet Job Requirements
 1 - Does Not Meet Minimum Requirements of Job

Using this rating scale, enter the appropriate number indicating your rating for each job characteristic listed below. Total the rating numbers for all eleven characteristics to determine overall evaluation score. There is a possible score of 44 (a score of 4 for each of the 11 traits rated).

The Employee shall be evaluated, utilizing the above rating scale, in accordance with the relationship for the following eleven (11) job characteristics to his/her classification.

Job Characteristics (Traits)	Score	Comments
1. Personal work habits.		
2. Knowledge of School Lunch Program and Health Codes.		
3. Knowledge of product and equipment.		
4. Reliability.		
5. Attitude and cooperation.		
6. Communication.		
7. Leadership ability.		
8. Quality of Work (Perseverance, Accuracy)		
9. Initiative		
10. Creativity		
11. Attendance		
Total Rating Score		

General Comments:

 Date Signature of Evaluator Signature of Employee

(My signature indicates that I have received a copy of this evaluation and my Supervisor has discussed it with me. I understand that I may attach comments or otherwise appeal my evaluation.)

Bus Drivers – Transportation Evaluation

(two pages)

Clerical Evaluation

(two pages)

Dispatcher Evaluation

(one page)

Appendix D

Division 5

Schedule of Work Days

The number of work days listed below assumes the position is operative for the full fiscal year (July 1 to June 30) and is not intended to restrict the Employer's ability to eliminate a position during the year under the procedures set forth in Article 11 or to reinstate a position under the provisions of Article 12.

Group A Work Days: Accounts Payable Clerk
Assistant Superintendents Secretaries
Assistant Superintendents Secretaries (Part-time)
Business Office Bookkeepers
Business Office Secretary
Central Office Switchboard & Receptionist
Community Education Bookkeeper
Community Education Secretaries
Computer Services Support Technician
Computer Technician
Copy Center Operator
Director of Communication and Partnerships Secretary
Director of Instructional Support Services Secretary
Director of Technology Secretary
Fringe Benefits Specialist
General Ledger Accountant
High School Bookkeeper
High School Principal's Secretary
High School Secretary/Receptionist
Main Switchboard Operator
Miller Intergenerational Center Coordinator's Secretary
Operations Director's Secretary
Payroll Accountant
Sub Coordinator
Transportation Secretary

Group B Work Days: Data Operator of High School
Middle School Principals Secretary

Group C Work Days: Athletic Director Secretary
Elementary Principals Secretary

Group D Work Days: Elementary Principal's Secretary
High School Assistant Principal's Secretary
High School Attendance Secretaries
High School Counseling Office Secretaries
Middle School Assistant Principal's Secretary

Group E Work Days: Indian Education Secretary

Group A: 250 day work year

Group B: Teacher work days plus 35 work days.
Minimum work days
2006-2007: 220
2007-2008: 218
2008-2009: 216
2009-2010: 213

Group C: Teacher work days plus 30 work days.
Minimum work days
2006-2007: 215
2007-2008: 213
2008-2009: 211
2009-2010: 208

Group D: Teacher work days plus 20 work days
Minimum work days
2006-2007: 205
2007-2008: 203
2008-2009: 201
2009-2010: 198

Group E: Teacher work days
Minimum work days
2006-2007: 185
2007-2008: 183
2008-2009: 181
2009-2010: 178

APPENDIX E

Health Insurance Benefits

1. The rates the District pays per individual for the newly negotiated MESSA Choices II SS/TP/FF Rx \$10/\$20 Pak Plan and MESSA Choices II \$10/\$20 Single Subscriber in Appendix E,2 will continue until a successor agreement is reached.

If the costs of MESSA Choices II SS/TP/FF Rx \$10/\$20 and MESSA Choices II \$10/\$20 Single Subscriber exceeds the rates described in Appendix E,2 – as a result of a change in census due to the addition of staff by the District, the cost will not be the responsibility of the bargaining unit and will be born by the District.

If the costs of MESSA Choices II SS/TP/FF Rx \$10/\$20 and MESSA Choices II \$10/\$20 Single Subscriber drops below the rates in Appendix E,2 – based on a reduction of staff, the District shall retain those dollars.

For Divisions I, III and IV, subsid rates will be based on the MESSA Choices Single Subscriber Health rate.

2. The following health benefit costs will be covered by the District subject to the terms and conditions set forth in Appendix E,1:

MESSA Choices II with LTD and \$10/\$20 Division I (Interpreters) Division II, Division V, Division VI and Division III (8 hr. Student Nutrition Employees).

<u>PAK A</u>	<u>PAK B</u>
\$1136.62	\$115.16

MESSA Choices II Single Subscriber PAK with \$10/\$20 (Division I, Division III, Division IV)

<u>PAK A</u>	<u>PAK B</u>
\$516.55	\$51.08

Subsid Benefits*

23.25%	20.25%	17.25%
22.50%	19.50%	16.50%
21.75%	18.75%	15.75%
21.00%	18.00%	

Transportation only = 25.00%
50.00%

APPENDIX F

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2006 and shall continue in effect until the 30th day of June, 2007.

**BRIGHTON EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**

**BRIGHTON AREA SCHOOLS
BOARD OF EDUCATION**

Chris Stone
BESPA President

Cindy Cvengros
BAS Board of Education - President

BESPA Negotiating Team Members:

James Craig
Superintendent

Division 1 – Paraprofessionals
Rosemary Denman & Josephine Hurshe

Division 2 - Operations
Chris Stone & Ed Renkley

Division 3 - Student Nutrition
Roxanne Garber & Robin Nesbitt

Division 4 – Transportation
Sandra Grier & Carol Kachaterian

Division 5 - Secretarial
Teresa Murray & Sandy Weston

Division 6 – Dispatcher
Sue Watkins

Date

APPENDIX G

**Letter of Agreement
Brighton Area Schools
And Brighton Educational Support Personnel Association**

Brighton Area Schools (BOARD) and Brighton Educational Support Personnel Association (BESPA) agree, as part of settlement of the 2006-2007 Master Agreement, to convene a joint study committee comprised of representatives from both BOARD and BESPA to review Division V job descriptions, classifications, and skill requirements.

For Brighton Educational Support
Personnel Association.

For Brighton Area Schools

Date

Date

APPENDIX H

Letter of Agreement Brighton Area Schools And Brighton Educational Support Personnel Association

B. 1 Trip Assignments and Extra Work Assignments

Current language reads:

- a. Trips bid on at the Monday morning bid meeting will be bid on a seniority-based rotation.

School year field trips (scheduled school year), will start at the top of the seniority list at the first bid meeting (August bid meeting) of the current school year then continue on a rotation basis the remainder of the school year.

Summer trips will bid starting at the top of the seniority list. It will continue on a seniority-based rotation throughout the remainder of the summer.

This will be changed to:

- a. Trips bid on at the Monday morning bid meeting will be bid by seniority, (no rotation).

School year field trips (scheduled school year) will be bid at the first bid meeting (August bid meeting) of the school year, (no rotation).

Summer trips will be bid at the last bid meeting of the current school year and will continue throughout the summer, (no rotation).