BRIMLEY EDUCATIONAL SUPPORT PERSONNEL MEA

MASTER AGREEMENT

August 1, 2025 – July 31, 2026

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ARTICLE 1 – RECOGNITION AND UNION SECURITY

Section 1. The Brimley Area Schools hereinafter "Employer," hereby recognizes the Michigan Education Association/Brimley Education Support Personnel Association as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, for all full time and regular part-time personnel:

1)Custodial/Maintenance, 2) Food Service Personnel, 3) Aides, 4) Technical Aides, 5) Transportation Employees, 6) Secretarial/Clerical, 7) Curriculum Aide, but excluding: Superintendent, Principals, Business Manager, State and Federal Program Coordinator/Grant Writer, Director of Building, Grounds and Maintenance, Technology Coordinator, Bookkeeper, teachers, and substitutes.

Unless otherwise indicated, use of the term "bargaining unit member" when used hereinafter in this agreement, shall refer to all members of the above defined bargaining unit.

Section 2. Payroll Deduction

A. The Board shall also make payroll deductions upon written authorization from the employees for tax sheltered annuities, savings bonds, credit unions, and the Memorial Scholarship Fund. Charitable donations or any other plans or programs will be jointly approved by the Association and Board. These deductions will be forwarded on a bi-weekly basis only if the amount is twenty-five dollars ($25) or more.

ARTICLE 2 – BOARD RIGHTS AND RESPONSIBILITIES

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, but not in conflict with the conditions of this Agreement, the right to:
    1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the employer.
    2. To assign and direct work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing.
    3. Direct the working forces, including the right to hire, right to evaluate all personnel, promote, suspend and discharge employees for just cause, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off and recall employees.
    4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
    5. Adopt reasonable rules and regulations.
    6. Determine their qualifications and the conditions of continued employment.
    7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the

relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.

8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision.

ARTICLE 3 – HEALTH

The District will reimburse employees annually for bus driver's physicals if the employee uses their own physician, however, the District may direct bus drivers to complete their bus driver physicals with a physician or clinic selected by the District with the total cost of the physical paid by the District.

ARTICLE 4 – SENIORITY – VACANCY/TRANSFERS

A. In all cases of promotion, demotion, transfer, lay-off and recall, due consideration will be given to the following factors:
   1. Length of service
   2. Ability to perform the work available with or without reasonable accommodations – which may include competency test, previous BESP evaluations, or interview.
B. Seniority shall be computed on length of service in classification, from the first date of employment as a bargaining unit member.
C. A seniority list of all recognized members of this bargaining unit, as defined by the recognition clause on page 2 of this document, will be provided to the Union upon request. The Employer will assume the responsibility of keeping said list current.
   This list will include all ESP staff listed in the recognition clause and represented by this agreement, regardless of union standing.
D. An employee shall lose his/her seniority if:
   1. The employee retires, resigns, or is discharged for just cause.
   2. An employee transfers to a non-bargaining unit position for more than six (6) months.
   3. If following a layoff, the employee fails to return to report for work within five (5) calendar days, excluding Saturday, Sunday and holidays from the date the notice was sent to the employee's last known address.
   4. If the employee is absent from work for three (3) consecutive working days without notifying the Employer prior to or within such three (3) day period of a justifiable reason for such absence if it was possible for such notice to be given.
   5. The employee accepts employment elsewhere while on a leave of absence or does not return to work immediately following the termination of a leave of absence.
   6. The employee is laid off for a continuous period of twenty-four (24) or more consecutive months.
   7. The employee is off work on Workers' Compensation for a continuous period of twenty-four (24) or more consecutive months.
E. New Employees

1. New employees shall be on probation for a period of **one hundred twenty (120)** working days. In the event that the employee suffers a loss of time exceeding his/her length of service in the position during the probationary period, the **one hundred twenty (120)** day period shall start anew upon his/her return to the position.
2. Seniority rights shall not accrue while on probation; however, all employees who complete their probationary periods in the future shall be given credit from their first day of continuous employment for all seniority purposes.
3. New Employees: The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, however, their retention as employees shall be strictly within the discretion of the employer.

F. An employee transferring to another position shall be on a temporary probation subject to an evaluation by his/her immediate supervisor in relation to the ability to perform the work involved. Such temporary probation shall not exceed thirty (30) working days nor affect the benefits previously earned. If it is the determination of the Employer that the employee's performance during the thirty (30) day trial period is unsatisfactory in the new position, the employee shall revert to his/her former position and notice and reasons shall be given to the employee in writing, with a copy to the Union.

An employee has thirty (30) working days from the date of transfer in which to decide if he/she wishes to continue in their new position. The employee shall have the right to revert to his/her former position during the thirty (30) working day temporary probationary period.

G. REGULAR VACANCIES: Vacancy Defined – A vacancy shall be defined as a newly created position or present position that is not filled that the Board wishes to fill. All vacancies shall be posted in a conspicuous place in each building of the district for a period of ten (10) workdays. Such posting shall contain the following information:

A copy of such posting shall be given to the president of the ESP Association. All vacancies or newly created positions shall be posted immediately after said openings occur.

1. Type of Work	4. Division	7. Starting Date
2. Location of Work	5. Rate of Pay	8. Minimum Requirements
3. Classification	6. Hours to be Worked	9. Job Description

Determination of who will fill regular vacancies shall be made in accordance with Article V, Sections A, B, and C.

H. The employer shall send the ESP Association President the names of all internal applicants and the selected candidate.

ARTICLE 5 – GRIEVANCE PROCEDURE

A. DEFINITIONS:
1. A "grievance" is a claim based upon an event or condition which effects the conditions or circumstances under which an employee works allegedly caused by misinterpretation or inequitable application of the established law, or the terms of the Agreement.
2. A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action, or against whom action might be taken in order to resolve this problem.

3. The term “days” when used in this section shall, except where otherwise indicated, mean working school days.
4. The term “employee” may include any individual employee, or group of employees who are certified and/or who are members of the bargaining unit.

B. Purpose

The primary purpose of the Procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Structure

1. There shall be one or more Association Representatives for each school building to be selected in a manner determined by the Association. The Association will notify in writing each September the names of its grievance committee.
2. The building principal, or a person designated by the Board, shall be the administrative representative when the particular grievance arises in the building.
3. The Board hereby designates as its representative the Superintendent of Schools when the grievance arises in more than one building.

D. Grievance Procedure

Level One:

In the event that an employee believes there is a basis for a grievance, the employee shall first discuss the alleged grievance with his/her supervisor either personally or accompanied by his/her Association representative. The grievance must be filed within fifteen (15) work days of the violation, misinterpretation or misapplication, or within fifteen (15) work days of the discovery thereof.

If as a result of the informal discussion with the building supervisor, a grievance still exists, the employee may invoke the formal grievance procedure through the Association on a form provided by the Association representative in each building. A copy of the grievance form shall be delivered to the supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him/her.

Level Two:

Within five (5) work days of receipt of the written grievance, the supervisor shall meet with the Association in an effort to resolve the grievance. The supervisor shall indicate his/her disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the Association representative and BESP president.

Level Three:

If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) work days of such meeting (or ten (10) work days from the date of filing, whichever shall be later), the grievance shall be transmitted to the superintendent. Within ten (10) work days, the superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the Association representative and the BESP president.

Level Four:

If the Association is not satisfied with the disposition of the grievance at Level Three, it may within twenty (20) days after the decision of the Superintendent or their designated agent refer the matter for mediation to the Michigan Employment Relations Commission, in writing, and request the appointment of a mediator to hear the grievance.

The mediator shall render their recommendations for resolving the grievance within three (3) days of the hearing date.

Level Five:

If the grievance is not resolved by the mediator or if the employee is not satisfied with the disposition of the grievance by the mediator, or if no disposition has been made within five (5) calendar days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the President of the Board. The Board, no later than its next regular meeting shall meet with the employee on the grievance, review such grievance, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than five (5) calendar days thereafter. A copy of such disposition shall be furnished to the employee.

Level Six:

If the decision of the Board is unsatisfactory to the Association, the Association may, within ten (10) days of receipt of the Board's Level Four answer, file for arbitration with the American Arbitration Association (AAA) and the Superintendent will be notified with a copy of the filing notice within five (5) days. Failure to notify the Superintendent or to file for arbitration within the aforementioned time limits shall deem the grievance settled and not subject to arbitration.

The Association shall initiate the process of arbitration. The arbitrator shall be selected with the rules and policies of the American Arbitration Association.

The authority of the arbitrator shall be limited by the definition of a grievance as aforementioned in this Article. In making his/her decision, the arbitrator cannot modify, detract from, add to or alter any provisions of this Agreement. The arbitrator shall be bound by the principles of law relating to the interpretation of contracts as followed by courts of competent jurisdiction.

The arbitrator shall be requested to issue his/her award within thirty (30) days after the close of the hearing. The decision of the arbitrator shall be final and binding on both parties.

Any costs and expenses for the arbitrator shall be borne equally between the Board and the Association. Witness fees, preparation costs, presentation costs and other such expenses for each individual party shall be at the expense of the respective individual parties.

During testimony before the arbitrator it is hereby understood, a reasonable number of employees shall be allowed to testify during their assigned working hours without loss of pay.

If either party desires a verbatim record of the testimony and proceedings, the requesting party shall cause a record to be made, pay the cost of the record and shall be made available, at no cost, to the other party and the arbitrator.

Nothing contained herein precludes the parties from mutually agreeing to use the Expedited Arbitration process.

E. MISCELLANEOUS

1. A grievance shall be submitted in writing stating the nature of the grievance and the article and section of the agreement allegedly violated, the remedy requested and signed by the

employee if a solution is not reached after an informal discussion with the principal. A grievance shall be filed on a form mutually agreed to. Attached is Appendix C.

2. In the event time limits for an appeal by the Association to the next step are not observed, the grievance shall be considered abandoned.
3. Failure to answer a grievance at any level within the period stated will automatically move the grievance to the next level
4. Either or both parties may grant, in writing, a waiver of any and all time limits.
5. Back pay adjustments shall be limited to the amount of earnings actually lost, with deduction of all sums earned, or which by the exercise of reasonable diligence could have been earned during the back pay period.

F. The sole remedy available to any employee for any alleged breach of this agreement of any alleged violation of his rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any employee of any legal right which he presently has, provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

G. Discipline of employees will be subject to the grievance procedure set forth in this agreement.

ARTICLE 6 – EMPLOYEE RIGHTS AND PROTECTION

A. Nothing contained within this agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan School Laws or the applicable laws and regulations. The rights granted to employees hereunder 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 political activities of any employee or the lack thereof shall be grounds for any disciplinary action or discrimination with respect to the employment of any employee. The private and personal life of any employee is not within the appropriate concern or attention of the Board except to the extent it affects the employee's job performance or the reputation of the school district.

C. No employee covered by the terms of this agreement shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or occupational advantage, discharges, or other actions of a disciplinary nature) without just cause. In the case of alleged theft, possession of drugs or intoxicants, serious misconducts, reckless disregard for self and others while on duty, employee may immediately be suspended with pay pending investigation of charges and disposition. Any such discipline, including adverse evaluation of employee performance resulting in disciplinary action shall be subject to the grievance procedure hereinafter set forth, including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the employee and Union in writing.

D. The severity of the discipline administered shall be reasonably related to the seriousness of the offense and the service record of the employee. Members may be disciplined in the following fashion:

1st offense	Verbal Warning
2nd offense	Written Warning
3rd offense	One day suspension without pay
4th offense	Up to a week suspension without pay

5th offense Dismissal

E. An employee shall be entitled to have present a representative of the Association during any meeting which leads or may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

F. An employee will have the right to review the contents of all records, excluding initial references, of the district pertaining to said employee originating after initial employment and to have a representative of the Association to accompany him/her in such review. Other examination of the employee's files shall be limited to qualified supervisory personnel. Such review shall be conducted as soon as practicable after an appointment is made with the District.

G. No material of an adverse or disciplinary nature shall be placed in an employee's personnel file without the employee having had the opportunity to review it. No complaint will be acted upon unless it is reduced to writing and signed by the complainant. The employee shall affix his/her signature upon reviewing any such materials. The employee's signature shall only signify awareness of the material, not acceptance of it. The employee shall have the right to attach a statement of dissent or explanation to any such materials placed in his/her personnel file.

H. USE OF PAST RECORD – In imposing any discipline or discharge on a current charge, the employer will not take into account any prior infractions which occurred more than two (2) years previously provided that specific conduct which warranted the discipline has not been repeated.

   Upon employee request, records of disciplinary actions/interim evaluation ratings shall be removed from an employee's file twenty-four (24) months following the date on which the action was taken or the rating issued providing no new disciplinary action/interim evaluation rating has occurred during such twenty-four (24) month period.

I. If a freedom of information act (FOIA) request is received for an employee's personnel file or personnel file information, the employee will be notified within 48 business hours of receiving the request. The Board will take the maximum time permitted by the FOIA before it responds to the FOIA request.

J. After the probationary period, employees will be evaluated at least once every three (3) years. The Elementary, Middle/High School Principals and Superintendent shall evaluate the employees under their direct supervision, or who may work primarily in their area of coverage. The written evaluation shall be completed and signed by the administrator. The administrator will discuss the evaluation with the employee. Evaluations shall be the sole responsibility of the Administration. Administration shall not appoint or assign employee evaluations to a bargaining unit member.

   The evaluation form shall contain a section for employee response to the evaluation.

   A copy of the evaluation shall be given to the employee and a copy shall be placed in the member's personnel file.

ARTICLE 7 –TRANSFERS

Any employee transferred during a work day to a higher position shall receive such higher rate of pay for the time worked at such occupation.

Any employee transferred to a lower rated position during a work day shall be paid for all the hours worked on that day at their regular pay rate.

When employees are asked to move from one classification to another with different pay scales, the placement on the scale is a subject of negotiation. Every effort will be made by all parties that movement from one category to the other inflict as little financial hardship as possible on employees. Their current salary, work record, evaluations and any other pertinent information will be used to determine where they will be put on the new scale.

ARTICLE 8 – OVERTIME

A. One and one-half (1.5) times the employee's rate of pay shall be paid for all time worked in excess of forty (40) hours per week. Employees working more than eight (8) hours in a day will not have their normal regular schedule of weekly hours reduced by the Employer for the purpose of avoiding overtime pay.
B. Hours worked on holidays shall also be paid at the rate of time and one half the regular rate of pay. Time and one-half shall be paid for all work on Sunday; a minimum of two (2) hours shall be allowed for Sunday work with the exception of the boiler check which will be for two (2) hours minimum at the rate of time and one-half.
C. No overtime shall be allowed unless given prior approval by the superintendent.
D. Custodial and food service work which must be performed when requested by the superintendent for groups at times other than when workers are normally scheduled shall be reimbursed at his/her regular rate of pay. A minimum of two (2) hours will be allowed for all such work. When such work results in the employee working in excess of forty (40) hours in any week, such excess portion shall be reimbursed at one and one-half (1.5) the employee's regular rate.
E. Employees may be granted time off with pay rather than receiving overtime pay. All hours granted as time off with pay for hours worked in excess of forty (40) hours in a work week are to be considered as compensatory time and scheduled as one and one-half (1.5) hours for each overtime hour worked. An employee may not accrue more than forty (40) hours of compensatory time. The use of compensatory time must be arranged by mutual agreement between the employee and the supervisor. An employee who has accrued compensatory time shall upon termination of employment, be paid for the unused compensatory time at the regular rate earned by the employee at the time the employee receives such payment.
F. Employees reporting for duty at the District's request for work which is outside of and not contiguous with their scheduled work period, shall be guaranteed two (2) hours pay at the rate of time and one-half their regular rate of pay.

ARTICLE 9 – VACATIONS

A. Bargaining unit members working twelve (12) months per year, shall receive paid vacation at the rate of:

After 1st and 2nd year	ten (10) days
After 3 years	fifteen (15) days

1 day per year for every year over 15 years – up to maximum of 20

B. <u>Scheduling</u>

Vacations must be arranged in advance with the immediate supervisor, and will be scheduled during the year considering both the wishes of the employee and the efficient operation of the school system.

1. Vacation only applies to 12-month employees.
2. Vacation time is earned on the employee's anniversary date.
3. Employees who quit, retire, resign, or are laid off will have their vacation prorated from their anniversary date.
4. In the event more than one employee applies for vacation for the same period as another employee applied for vacation and it is not possible to grant both vacation requests, then the employee who first applied will be the one approved but approval shall also be based upon rotation.

ARTICLE 10 – HOLIDAYS

A. Twelve Month Employees

Twelve month employees will be eligible for the following holidays;

Labor Day	New Year's Eve
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Memorial Day
Christmas Eve	4th of July
Christmas Day	

B. Restrictions

To receive holiday pay the employee must be in pay status before and the day after the holiday. IF the holiday falls on a Saturday, then the preceding Friday shall be the Holiday; if the holiday falls on a Sunday, then the Monday following shall be the Holiday.

C. School Year Employees

School year employees will be eligible for the following holidays:

Labor Day	**Christmas Day**
Memorial Day	½ day before Thanksgiving
Thanksgiving Day	(12:45 dismissal – cooks when jobs are completed)
Day after Thanksgiving	New Year's Day
Christmas Eve	

D. If the school calendar includes Good Friday as a day off employees will receive this day as a holiday.

ARTICLE 11 – LEAVE

A. Employees working less than 200 days per year shall receive ten (10) days sick leave at the beginning of the school year, accumulative to a maximum of 120 days. Any employee who has accumulated 120 or more days may redeem any leave days earned in that year that remain at the end of the school year at the rate of $35 per day.

B. Employees working 200 days or more per year shall receive twelve (12) days sick leave at the beginning of the school year, accumulative to a maximum of 120 days. Any employee who has accumulated 120 or more days may redeem any leave days earned in that year that remain at the end of the school year at the rate of $35 per day.

C. Upon retirement half (1/2) of accumulated sick leave will be paid at current rate of pay up to a maximum of $1,100. An employee must have a minimum of ten (10) years service in the Brimley Area Schools to be eligible.
In the event of the employee's death, all benefits due the employee shall be paid to his/her designated beneficiary.

D. Sick leave may be used as defined by the Family Medical Leave Act of 1993 (FMLA). A maximum of five (5) days per year may be used for illness in the immediate family. For emergency illness within the immediate family, additional sick days may be granted at the discretion of the Superintendent. Immediate family shall be defined as husband, wife, children, father, mother, father-in-law, mother-in-law, step-father, step-mother, grandfather, grandmother, grandchildren, brother, sister, brother-in-law, sister-in-law, or any other relative or non-relative living and making his/her home in the Employee's household.

E. Employees shall be granted up to three (3) days for a death in the immediate family. (Immediate family shall be defined as in (D) above.) Two (2) additional days (personal or sick days) may be granted by the Superintendent upon request.
Sick leave days may be used by the employee for worthwhile educational experiences. Use of sick days requires advance approval of the Superintendent.
Each employee shall receive notification of his/her current number of accumulated sick leave days on their payroll check.
The Board or Administration may request an employee absent from duty on account of personal illness to present a certificate or statement from his/her physician concerning said personal illness on or after the fourth consecutive sick day.
Upon exhausting all accumulated sick leave days, an employee who is approved for LTD benefits shall be placed on an unpaid leave of absence for up to two years form commencement of such unpaid leave.
In the event of catastrophic or long term illness, Support Staff employees shall have the right to donate sick leave hours to another support staff employee with the Superintendent's approval.

F. PERSONAL DAYS – Each employee will be granted three (3) personal days per year, to be taken at the discretion of the employee. These days will not be deducted from the sick leave day allotment. An employee will give written notice at least forty-eight (48) hours in advance to the Superintendent. It is understood that such leave shall not be taken on the first or the last day of the school year, nor on the first day preceding or following a vacation or holiday. Exceptions may be made for extenuating circumstances at the discretion of the Superintendent. Unused personal days shall accrue as sick leave days.

G. A bargaining unit member who is absent due to an injury which is compensable under Worker's Compensation may use his/her accumulated sick leave on a proportional basis, to supplement the benefit received from Worker's Compensation, such that the amount of expendable income the bargaining unit receives from Worker's Compensation and sick leave does not exceed the amount of expendable income the bargaining unit member would have received from his/her regular salary amount according to his/her placement on the salary schedule at the time of injury. The obligation of the Employer is only for the proportional amount necessary to supplement the maximum benefit provided to the bargaining unit member from Worker's Compensation until the bargaining unit member's accumulated sick leave is exhausted or the bargaining unit member is able to return to work, whichever happens first. Should this

supplemental payment be found to be subject to the coordination requirements of Worker's Compensation, such that the amount of the Worker's Compensation benefit is reduced, the bargaining unit member shall not be allowed the use of sick leave and shall receive only the Worker's Compensation benefit provided by the Statute.

The Board will continue to provide all fringe benefits for any bargaining unit member receiving worker's compensation benefits until the end of the school year.

H. ASSOCIATION DAYS – At the beginning of every school year, the Association shall be credited with a total of seven (7) days to be used by officers or local agents of the Association. The agents are approved by the Association's President. A copy of the appointees shall be made available to the Superintendent no later than the second Friday after school commences. Association days are not cumulative.
   1. A bargaining unit member elected to a state office in the Association shall be given release time not chargeable to the Association release time with pay to attend related meetings and activities necessary to fulfill the obligations of that office.
   2. The Association will reimburse the school district for released time for an individual serving as a state officer in MEA or serving on an MEA Committee.

I. UNPAID LEAVE OF ABSENCE – Following the probationary period, a bargaining unit member may request, and upon approval of the Board, be granted a leave of absence without pay, not to exceed one (1) year, subject to the following conditions:
   1. Child care leave will be granted upon written request by the employee.
   2. The employee will notify the Board at the earliest opportunity.
   3. The employee may elect the option of using vacation credit upon commencement of the leave. (The balance of time on leave shall be without pay.)
   4. Upon return from leave, the Association member may be returned to the position he/she held at the time the leave of absence was granted, or to a similar position to which his/her seniority entitles him.
   5. Seniority shall not accrue during the leave.

J. Any employee who requests and is granted an unpaid leave of absence, for reasons other than those already stated in this agreement shall be restored to their former position or equivalent position as stated in this paragraph.

   Any bargaining unit member who requests an unpaid leave of absence, inclusive of the FMLA (Family Medical Leave Act) and such leave is extended or renewed, shall return from a leave of absence to their former position if it is vacant and available. Such member shall have preference for subbing assignments, i.e. Employee granted leave for three (3) months, returns after three (3) months and returns to original position, same employee applies for another leave, returns to former position only if it is vacant and is available but will receive preference subbing.

ARTICLE 12 – EMPLOYEE WORK DAYS

The following shall be listed as the Employee Work Days for employees in each category of the support staff agreement.

- Bus Drivers
  - Before School
    - 2 Days Assigned training at District Professional Development
  - School Year

        - 175 Days of student attendance
    - Professional Development Days
        - Only as assigned by supervisors
    - Other
        - Special runs as assigned/approved by supervisor
- Custodial/Maintenance
    - 260 Day Employee working year round 40 hours per week
        - Summer hours may be four 10 hour days per week with supervisor approval
        - Administration will ensure sufficient custodial/maintenance staff during active school days/hours.
            - Options for flex scheduling when weekend activities require staffing
- Food Service
    - Before School Year
        - Up to 24 hours for training and preparation as assigned by supervisor
    - School Year
        - 175 Days of student attendance
    - Professional Development Days
        - Only has assigned by supervisor
    - After School Year
        - Up to 16 hours cleaning and close out as assigned by supervisor
    - Other
        - Special events as assigned by supervisor per article 14.J
- Paraprofessionals/Technical Aides
    - Before School
        - 2 Days Assigned training at District Professional Development
    - School Year
        - 175 Days of student attendance
    - Professional Development Days
        - Only as assigned by supervisors
    - Other
        - School Events as assigned by supervisor per article 14.J
- Secretaries
    - Before School Year
        - 10 Days prior to the first day of school
    - School Year
        - 175 Days of student attendance
        - Scheduled District Provided Professional Development Days
    - After School Year
        - 10 Days after the last day of school
    - Summer
        - With prior administrator approval, up to 40 hours during the summer as assigned by administrator
    - Other
        - Secretaries work a full 8:00am to 4:00pm day on district ½ days

- Secretaries will be scheduled to work two parent teacher conferences and the district open house. Dates and times will be listed on the district calendar.

ARTICLE 13 – EMPLOYEE HOURS

A. During the June-August period when school is not in session for students, employees may with the approval of the Superintendent work four (4) days a week, ten (10) hours a day. Employees requesting such schedule shall do so in writing to their superintendent. Preferences for such schedule shall be based on seniority.
B. Secretaries shall be scheduled on an eight (8) hour day, five (5) days, forty (40) hour per week basis.
C. On normal, five day work weeks, full time aides shall be scheduled a minimum of a seven (7) hour day, five (5) days, thirty five (35) hours per week during normal school hours. Full time aides shall not be scheduled on days (vacations, breaks, professional development, etc.) and times (half days) when students are not in attendance.
D. Employees may be scheduled to work across classifications to achieve an eight (8) hour day. These employees will be paid at the corresponding pay rate for each classification.
E. Each employee who works eight (8) hours per day with the exception of bus drivers, shall receive one fifteen (15) minute rest period during the first half of the work day and one fifteen (15) minute rest period during the second half of the work day. Each employee covered by the Agreement who works four (4) or more hours per day shall receive one fifteen (15) minute rest period per day.
F. Any employee who works seven (7) or more hours per day (except bus drivers) shall receive a paid lunch period of thirty (30) minutes per day scheduled by the immediate supervisor.
G. Employees that are eligible for either/or the 15-minute rest period and/or the 30-minute paid lunch will be able to leave their workstation at those times. Their break shall be continuous and uninterrupted as required by Michigan Wage and Hour Law.
H. Specific Job Descriptions will adhere to the following criteria:
    a. Bus Drivers
        i. 4 Hours Minimum for regular drivers
    b. Paraprofessionals
        i. ½ Day – 8:00am – 12:00pm
        ii. Conferences & Assemblies – Per Article 14.J
        iii. School Year District Professional Development Days – Per Article 14.L
    c. Food Service
        i. ½ Day – Full assigned hours when district serves lunches on ½ days
        ii. Conferences & Assemblies – Only if assigned by supervisor
        iii. School Year District Professional Development Days – Only if assigned by supervisor
    d. Custodial/Maintenance
        i. With supervisor approval, shift hours may change on days when students are not in session. (IE night shift workers can work a day shift on a staff PD day)
I. An employee shall not be required to substitute for a classroom teacher without proper certification.
J. An employee will not be required to internal substitute.

K. In order to give secretarial staff adequate time for finalizing records, etc. at the end of the year, and adequate time for preparation for a new year, secretaries may work up to an additional 15 days at the beginning and after the completion of each school year, if the time is deemed necessary by their immediate supervisor.

L. Events outside of an employee's (non bus driver) regular schedule will be posted one week in advance of the event along with the number of postings available and number of hours to be worked. Qualified employees may bid on the posting with it being awarded to the most senior qualified employee, on a rotational basis.

Paraprofessionals assigned to a one-on-one assignment, may be required to attend out of schedule events. In these events, they will be paid overtime pay.

If nobody bids on a custodial posting, administration may assign the pasting to the lowest senior qualified employee, on a rotational basis.

Sample Posting

Technical Aide Posting (2 available)
Parent Teacher Conferences 11/13/25
4:00pm – 8:00pm (4 hours)

ARTICLE 14 – NON-DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination against any employee because of race, color, marital status, religious belief, sex, age, or national origin, physical characteristics or disability.

ARTICLE 15 – AMENDMENT

This agreement is complete in writing and shall not be amended, changed, altered or qualified except by an instrument in writing duly signed by the parties signatory hereto.

A. SCHOOL IMPROVEMENT PLAN (SIP)

When employees are participating in School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919b) MAS; the following will apply:

1. Participation by the employee is voluntary.
2. Participation or non-participation shall not be used as a criterion for evaluation, discipline or discharge.
3. In the event there is insufficient or no voluntary participation on the part of the employees, the association will assign a sufficient number of employees to serve on the committee in order to fully comply with the act as required by law.

ARTICLE 16 – TRAVEL

A. The Board of Education will reimburse all support employees for necessary travel expenses incurred in the performance of duty associated with the operation of a school. The reimbursement rate for use of private cars shall be at the Board adopted rate per mile, or IRS

level, whichever is greater. At such time as the Board of Education increases the mileage allowance, such increase shall cover all affected auxiliary employees.

B. One day trips for support employees much be submitted to the Superintendent and approved in advance of the trip. Overnight and longer trips must be submitted through regular channels to the Superintendent of Schools and approved in advance of the trip.

C. Reimbursement for expenses incurred on such trips will be made on the basis of an approved requisition from the actual receipts that have been attached by the employee. A report of the trip must be submitted with the statement of the cost. Employees may request expense money in advance to pay for the cost of such trips, provided that excess money advanced shall be repaid to the district promptly upon return from the trip. Meals will be reimbursed with receipts up to a total of $75 per day. No meal reimbursement may exceed $30 per meal.

D. Bargaining unit members attending classes, training or conferences during the regular work week shall be compensated at their regular daily rate of pay.
Bargaining unit members attending required classes, training or conferences scheduled on non-regular work days shall be compensated at their regular daily rate of pay.

ARTICLE 17 – LAYOFFS

A. Anything in this contract or the exhibits attached notwithstanding, the Employer shall have the right to lay off employees without pay, either temporarily or permanently for the purpose of reducing the work force due to decrease in work or curtailment of service or reduction of the financial resources of the district, provided any such layoff and recall therefrom shall be subject to the provisions of Article V.

B. Notification – No bargaining unit member shall be laid off unless said bargaining unit member shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of the layoff. Such notification shall be in writing with a copy to the Association president.

C. Layoff – In the event of a layoff or reduction of hours, probationary and temporary employees within the classification to be reduced shall be laid off or reduced in hours first. Thereafter, seniority employees within the classification, which is being reduced, will be laid off in accordance with their seniority, with those employees having the least seniority being laid off or reduced in hours first. Exceptions may, by mutual agreement of the unit and the employer, be made in the order of layoff.
If a vacancy exists, any seniority employee being laid off or reduced in hours in accordance with this section shall be given an opportunity to fill any vacancy in any other classification provided the employee is qualified and willing to take such employment.
Ay seniority employee being laid off or reduced in hours in accordance with this Article shall be given the first opportunity to fill any substitute position in any classification provided the employee is qualified and willing to take such employment.

D. Recall – Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position they are qualified for subject to the terms of Article V. Notice of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The notice shall state time and date on which the bargaining unit member is to report back to work. It shall be the responsibility of the bargaining member to keep the employer notified of his/her current mailing address. A recalled member shall be given

five (5) calendar days to report to work, excluding Saturday, Sunday and holidays from the receipt of the notice.

E. A laid off bargaining unit member who fails to report to work in accordance with Section D above shall be considered to have voluntarily quit or abandoned his/her employment with the district, thereby terminating all recall or other rights provided in this Agreement.

ARTICLE 18 – JURY DUTY

Employees who are called for jury duty will not suffer a loss in wages. Employees **must** bring any payment received for their service to the central office as soon as they receive it. The employee has the choice to decline payment from the court for their service. If the employee makes the choice to accept payment for jury duty, the check **must** be brought to the central office. If the employee does not bring the check to the central office, their pay will be adjusted accordingly per the amount received from the courts. The only amount of money the employee may keep is for covered transportation and meal expenses.

ARTICLE 19 – MISCELLANEOUS

A. Employees shall be paid for regularly scheduled days that are cancelled due to an order of the Superintendent, their designee, or other governmental authorities that fall within the required 180 days and 1098 hours of instruction per state law.

B. The employer shall provide cooks and custodial/maintenance staff with an apparel catalog and a $200 apparel budget. The $200 budget must be spent on items from the district provided catalog. Orders may exceed $200, but any amount over $200 must be paid for by the employee. The employer will provide cooks and custodial/maintenance staff with $100 cleaning allowance that will be paid by September 30.
The employer shall provide playground aides and crossing guards with an annual allowance in the sum of $200 for outerwear to be paid to the employee by November 30.
Employees are expected to wear their provided apparel while on the job and at their positions.
Employees shall be responsible for the laundering, care and maintenance of their uniforms.
If the employee leaves their position prior to the end of the current school year, the payment for outerwear will be prorated based on 180 school days.

C. The Board will reimburse current teacher aides for testing fees required to be considered highly qualified under NCLB legislation. This shall apply only to the first test taken.

D. In order to make the best use of Support Professionals' time and to provide them with the tools they need, PD that coincides with the work they do, will be provided. In an effort to work collaboratively with the administration, the Association shall provide by the end of the school year a document listing the type of Professional Development that would be most beneficial. Additionally, employees that are required to work with students that have major medical or mental health conditions will be provided the appropriate training to manage those students' needs most effectively.

ARTICLE 20 – FOOD SERVICE

Food service personnel shall be paid for up to 24 hours when they work to get ready to start school, and up to 16 hours to close up the kitchen for the year after school is dismissed for the year.

ARTICLE 21– BUS DRIVERS

The rates listed in salary shall apply to regular bus drivers employed by the Brimley Area Board of Education.

When employees are required by the District to attend training/in-service, the employee shall be reimbursed for the appropriate meal(s) and receive the Board approved mileage rate (IRS).

A. Bus drivers shall be paid at the rate set forth in Appendix B of this Agreement for each hour driven for a minimum of four (4) hours per day. Part-time bus driver's minimum shall be two (2) hours per run.
B. Drivers agree to keep the interior of the bus clean, to gas the bus, to perform safety checks before runs, and to bring the bus to the place specified by the appropriate supervisor for oil changes, lubrication and repairs. Drivers further agree to keep records and complete all reports required by the appropriate supervisor. Drivers agree to report any mechanical failure or any other item which would interfere with the efficient and safe operation to the appropriate supervisor immediately. Such reports shall be filled out in duplicate with a copy given to the employee after it is received and signed by the appropriate supervisor. The filing of the report shall constitute the fulfillment of the employee's responsibility.
C. For special runs, drivers will be paid their regular hourly rate for drive time and their regular hourly rate for sit time.
   For overnight trips, drivers will be paid for all hours they are driving or are on call to drive. For extended trips, a schedule will be developed by the trip supervisor and the transportation department.
   Bus drivers on **special runs** exceeding four (4) hours will be reimbursed for meals up to the negotiated rate. It shall be the driver's responsibility to request payment and provide receipts.
D. A bus driver who reports to work on a day that his normal run will not be operating due to a deviation in the school day, will be compensated at his/her regular rate of pay as if they performed the run, however, he/she may be assigned to perform other duties for the District at their normal rate of pay.
E. SPECIAL RUNS
   - **All special runs must be processed through the transportation supervisor.**
   - All foreseeable special runs will be posted prior to the start of each month in the work room.
   - Drivers will sign up for the runs they wish to drive and will be selected on a **rotational** basis starting with the most senior driver.
   - When no driver signs up for the special run the employee with the least seniority may be required to drive. However, if the driver with the least seniority is not available, or is driving on another run, or is on an approved leave, or cannot be contacted, or for other acceptable reasons is not available to drive, the next less senior driver shall be required to drive the special run.
   - Board shall have the ability to transport up to six (6) students; however, once seven (7) students are to be transported, a school bus along with a school bus driver will be used.
     - Exception will be made for the U.P. Golf Finals

   SUBSTITUTES FOR REGULAR DRIVERS

Divers will be selected from regular employees on a rotational basis. Regular employees will be considered for all sub runs that do not interfere with the hours of their regular assignments.

A job offered and refused is same as job accepted and employee moves to bottom of rotation list. If two trips are planned on same day, more senior employee up for rotation may submit first.

F. The District shall reimburse employees for some costs associated with obtaining and maintaining required driving endorsements. These include MDOT physicals, road tests taken due to illness, and courses related to maintaining licensure.
G. Call outs and sub runs will be paid a minimum of one and one-half (1.5) hours at regular rates. The noon run will be paid a minimum of one and one-half (1.5) hours at regular rates.
H. Driving a special/substitute run that results in overtime will only be granted by the transportation supervisor if there are no other regular drivers available to complete the run.

ARTICLE 22– JOB DESCRIPTIONS

For each classification, job descriptions will be reviewed within sixty (60) days after ratification of this agreement. Said descriptions shall be developed by the Employer with input from the Association and may be revised from time to time as the needs of the District change, but in no event more than annually (exceptions may be made for extenuating circumstances as mutually agreed to by the parties). The descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the District. The descriptions will include at a minimum:

1. Job Title and Description
2. Minimum Requirements
3. Required tasks and responsibilities

ARTICLE 23 – SHIFT SUPERVISOR PAY AND SHIFT DIFFERENTIAL

Employees in the classification of Custodial/Maintenance, Maintenance/Custodial, and Custodial/Building/Grounds who commence work on or after 3:00 p.m., shall receive in addition to their regular pay, seventy-five (75) cents per hour for all hours worked on a shift. Shift differential shall not be used in computing any payments for hours not worked.

With the understanding this applies to individuals who commence work on or after 3:00 p.m. as already stated in Article 25.

Food Service and Custodial/Maintenance Departments may each have a shift lead. The shift supervisor will be paid $2.50 more per hour on top of their normal hourly wage. Additional responsibilities for the shift supervisor role will be described in the Maintenance Custodial Shift Lead and Food Service Shift Lead job descriptions, respectively.

ARTICLE 24 – EMERGENCY FINANCIAL MANAGER

An Emergency Financial Manager appointed by law may reject, modify, or terminate the collective bargaining agreement as provided by law.

This clause is included in this agreement because it is legally required by state law. The parties did not agree to this provision. By signing this agreement, the union does not agree or acknowledge that this

provision is binding either on the union or on the employer. The union reserves all rights to assert that this clause is unenforceable.

ARTICLE 25 – INSURANCE BENEFITS

The Board will make payment of medical insurance premiums, in the amount of the State mandated hard cap, for each full-time employee and their families to provide insurance coverage for the full twelve (12) month period, commencing January 1st and ending December 31st of each year of this agreement.

MEDICAL INSURANCE:

For all employees receiving health insurance, over the summer the school will pay the health insurance premiums for June, July, and August. The employee shall reimburse the school district their share of the summer premiums. This shall be deducted from the pay during the months worked, on a pro-rated basis. Employees wishing to pay the summer premiums in advance, may do so.

*Medical Insurance will be provided through the Upper Peninsula Area Purchasing Agreement.

Medical coverage shall include all MESSA medical insurance riders that do not increase the cost o the premium.

*Medical insurance may be reviewed annually by the association and the Board without opening any other areas of this contract upon expiration of the Upper Peninsula Area Purchasing Agreement letter of agreement.

*For those selecting the Health Savings Account (HSA) the HSA will be pre-funded on a monthly basis.

*In the event an employee or his dependents medically requires that the HSA be utilized prior to the scheduled Board payments, the Board agrees to fund the entire annual HSA amount to that individual's account. If the teacher separates from the employment prior to the reimbursement of the Board's HSA payments, any remaining funds owed to the Board will be deducted from any monies owed to the teacher.

Ancillary Benefits:

All bargaining unit employees shall receive all ancillary benefits fully paid for by the Board.

LTD	66.7% $3000 Max 90 Calendar Days Modified Fill Alcoholism/Drug – 2 yr. Mental/Nervous – 2 yr. Social Security offset – family Minimum payout 5% Pre-existing condition waiver Maternity Coverage/Rehabilitation – standard Freeze on offsets
Delta Dental	Auto + 008 (100:90/90/90: $1500)

Negotiated Life	$50,000 AD & D
Vision	VSP-3 Plus

Bargaining unit members not electing health insurance coverage shall have available the amount of **$1800 ($150 per month)**. The member may choose to purchase any of the MESSA Variable Options and/or Michigan Education Association Financial Services (MEA Financial Services) Annuities with this amount. Any amounts exceeding the Employer subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups. The Board shall adopt and maintain a qualified Section 125 Plan for the purpose of IRS compliance. Insurance benefits are pro-rated upon the total number of days worked in the school calendar, and thirty (30) hours per week.

APPENDIX A – SALARY SCHEDULE

Retroactively applied to August 1, 2025

2025-2026									
Step	Cook	Custodial	Aides	Secretaries	Technical Aides	Curriculum Aide	Bus Drivers	Bus Driver A	
1	$ 18.87	$ 18.87	$ 18.87	$ 20.06	$ 19.98	$ 23.00	$ 27.08		
2	$ 20.22	$ 19.88	$ 19.71	$ 20.96	$ 20.88	$ 24.05	$ 27.83		
3	$ 21.57	$ 20.89	$ 20.55	$ 21.86	$ 21.78	$ 25.11	$ 28.58		
4	$ 22.91	$ 21.90	$ 21.40	$ 22.77	$ 22.68	$ 26.16	$ 29.33		
5	$ 24.26	$ 22.91	$ 22.24	$ 23.67	$ 23.58	$ 27.21	$ 30.08		
6	$ 25.61	$ 23.93	$ 23.08	$ 24.57	$ 24.47	$ 28.26	$ 30.84		
7	$ 26.96	$ 24.94	$ 24.10	$ 25.48	$ 25.37	$ 29.31	$ 31.59		Step
8	$ 28.14	$ 25.78	$ 25.28	$ 26.02	$ 25.73	$ 29.73	$ 32.34	$ 50.18	28
9	$ 28.31	$ 25.95	$ 25.44	$ 26.20	$ 25.91	$ 29.94	$ 32.59	$ 50.60	29
10	$ 28.48	$ 26.12	$ 25.61	$ 26.38	$ 26.09	$ 30.15	$ 32.84	$ 51.02	30

Subbing Availability Pay

Employees that possess a substitute permit and sign up to be substitute teachers will receive $30 per hour for all hours served as a substitute teacher.

Tuition Reimbursement

An employee who has worked at least one year with the district and takes college courses relative to their current or future employment at Brimley Area Schools, with a course plan determined and approved by the superintendent, may receive up to $2,400 a year for college tuition. Employees must show that they have passed the class with a minimum grade of a C to receive reimbursement.

APPENDIX B – LONGEVITY

Employees shall earn longevity payments in accordance with the following schedule.

All longevity pay will be paid with the last regular payroll in May of each year.

Employees laid off shall have longevity pay prorated according to days worked.

YEARS

upon completion of the 5th, 6th and 7th years	$400
upon completion of the 8th, 9th, 10th and 11th years	$600
upon completion of the 12th, 13th, 14th and 15th years	$800
upon completion of the 16th and every year after that	$1000

APPENDIX C

GRIEVANCE REPORT FORM

Brimley Educational Support Personnel

Grievance No._____

Name of Grievant_____ Department_____ Building_____

Date Filed_____

STEP I

Preparation for Submission of Written Grievance

A. Has this grievance been discussed orally with the appropriate administrator? Yes_____ No____

B. 1. Date cause of grievance occurred_____
   2. Discovery date of grievance_____

C. 1.Statement of grievance(s)_____

   2. Section of express term(s) of the Agreement allegedly violated_____

   3. Remedy sought_____

D. Date presented to the principal/department head_____
   Disposition by principal/department head_____

   _____ _____
   Signature of principal/department head Date

E. Date received by grievant and/or Association_____
   Position of grievant and Association_____

   _____ _____
   Signature of grievant Date

   (If additional space is needed in reporting C1 and C1 of Step I, attach an additional sheet.)

STEP II

A. Date received by the Superintendent_____

B. Disposition by the Superintendent_____

   Signature_____ Date_____

C. Date received by grievant and/or Association_____

D. Position of grievant and/or Association_____

   Signature_____ Date_____

STEP III

A. Date received by the Mediator_____
B. Disposition by the Mediator_____
C. Date received by grievant and/or Association_____
D. Position of grievant and/or Association_____

Signature_____ Date_____

STEP IV

A. Date received by the Board of Education_____
B. Disposition by the Board of Education_____
C. Date received by grievant and/or Association_____
D. Position of grievant and/or Association_____

Signature – Board of Education_____ Date_____

STEP V

A. Date submitted to arbitration_____
Disposition and award of arbitrator_____
_____

Signature – Arbitrator_____ Date_____

ARTICLE 26 – DURATION

This Agreement shall remain in full force and effect until July 31, 2026 or until a new Agreement is negotiated and ratified.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS.

BRIMELY PUBLIC SCHOOLS	**BRIMLEY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION/MEA**
By_____	By_____
Title_____	Title_____
Date_____	Date_____