Bark River-Harris Public School Contract

between the

Bark River-Harris Educational Support Professionals/

Michigan Education Association

and the

Bark River-Harris Board of Education

2024-2027

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION	3
ARTICLE 2	EXTRA CONTRACT AGREEMENTS	3
ARTICLE 3	WAGES	4
ARTICLE 4	SENIORITY	4
ARTICLE 5	HEALTH	5
ARTICLE 6	SAFETY	5
ARTICLE 7	DISCHARGE OR SUSPENSION	5
ARTICLE 8	GRIEVANCE PROCEDURES	6
ARTICLE 9	TEMPORARY EMPLOYEES	6
ARTICLE 10	TRANSFERS	6
ARTICLE 11	UNIFORMS	7
ARTICLE 12	WORKERS' COMPENSATION	7
ARTICLE 13	LEAVE OF ABSENCE, SICK LEAVE, EMERGENCY LEAVE, ETC.	7
ARTICLE 14	NON-DISCRIMINATION	9
SALARY SCHEDULE A		10
ARTICLE 15	PUBLIC ACT COMPLIANCE	11
ARTICLE 16	FRINGE BENEFITS	11
INSURANCE		14
OTHER CONDITIONS OF EMPLOYMENT		16
DURATION OF AGREEMENT		19

THIS AGREEMENT made and entered into this **1st day of July 2024**, by and between BARK RIVER-HARRIS SCHOOLS, party of the first part and hereinafter referred to as "Employer, and Bark River Harris Educational Support Professionals/ MEA, party of the second part, hereinafter called the "Union".

WITNESSETH

WHEREAS, both parties are desirous of presenting labor disputes and maintaining a uniform wage scale, working conditions and hours of the employees of the Employer and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his/her employees and of promoting and improving peaceful industrial and economic relations between the parties.

PREAMBLE

The Bark River-Harris School District is a "General Powers School District" in accordance with Public Act 289 of 1995, Public Act 451 of 1976, M.C.L. 380.11a, as amended.

The Bark River-Harris Educational Support Professionals are members of the Michigan Education Association in accordance with the Public Employment Relations Act, PA 336 of 1947 as amended.

ARTICLE 1
RECOGNITION

SECTION 1. The Employer recognizes and acknowledges the Union as the exclusive representative in collective bargaining with the Employer for all classifications of the employees covered by this Agreement and listed in Schedule "A".

SECTION 2. All full-time and part-time non-instructional employees of the Bark River-Harris Schools, including Cooks and Assistant Cooks, Secretaries, Bus Drivers, Custodians, Teacher Aides and positions hereinafter created by the Board who would have a significant community of interest with the previously enumerated classes, but excluding supervisory, confidential and non-secretarial administrative employees as defined by the Act.

SECTION 3. However, the terms and provisions of this contract do not apply to workers using Bark River-Harris Schools as a worksite and who are being paid entirely by and/or through other State and/or Federal Agencies sponsoring employment programs, providing there is no conflict with any local, state or federal law and further providing the use of such employee shall not result in the displacement of any of the regular employees covered by this Agreement.

ARTICLE 2
EXTRA CONTRACT AGREEMENTS

SECTION 1. The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wage, hours or working conditions of said employees or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

SECTION 2. For new types of equipment or jobs for which rates of pay are not established by this Agreement, rates governing such operations shall be subject to negotiations between the parties.

ARTICLE 3
WAGES

Attached hereto and marked Schedule "A" is a schedule showing the classification and wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth the hours of work, regular working conditions and other details of employment. It is mutually agreed that said Schedule "A" and the contents thereof, shall constitute a part of this Agreement.

ARTICLE 4.
SENIORITY

SECTION 1.

Strict seniority rights will prevail in each division, providing employee meets satisfactory qualifications. (The Board and the Union agree that the divisions definition of "Qualified" is that the employee for their division position will be in compliance with the present State and Federal Laws in regard to required licenses, endorsements, certificates, and required continuing education certifications, re-certifications and new mandated training requirements. This definition of "Qualifications" as specified applies to all Articles in this Agreement regarding Vacancies, Promotions, Transfers, Reduction in Personnel, Layoff and Recall. In the event that more than one individual in the division has the same seniority date, the position on the seniority list shall be determined by the Union through a drawing held at which all persons of interest shall be notified and may be present. The secretary of the Union shall notify the Superintendent of the results. A listing of bargaining unit members, arranged in order of their seniority, shall be prepared and posted in the Superintendent's office, conspicuously in all buildings/departments of the District by October 15th of each year with a copy to the Union President for all members. Any disagreement shall be submitted to the Grievance Procedure. To transfer from one division to another division, the employee must start at the bottom of the seniority list.

SECTION 2.

a. In a case of reduction in the force, the last employee hired in his division shall be the first laid off unless such employee is the only one in the division "Qualified" to work in a remaining division position and, in returning to work, the last employee laid off shall be the first rehired and reinstated if such employee is "qualified" to be recalled to the division position. Schedule of work shall be in accordance with seniority and qualifications as stated in Section 1. Seniority and/or benefits shall not accrue during lay off. Recall rights are limited to 2 years from date of layoff.

   If an employee is recalled back from lay off status for more than a sixty (60) day period, the two-year time limit will be adjusted from original lay off date to the first day worked upon being called to work.

   When an employee on lay off status is recalled back to fill in for duties in their classification, the hourly wage shall be the prevailing wage for that classification.

   In filling vacancies or making promotions, preference shall be given to employees according to their "Qualifications" and seniority standing. There will be no bumping outside a person's division. Seniority shall take preference over more qualified.

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

SECTION 3.

Seniority shall be broken only by discharge, voluntary quit or layoff for more than two (2) years, or to transfer from one division to another. In the event of a layoff, an employee so laid off shall be given two weeks notice of recall mailed to his/her last known address. Copies of said notice also shall be sent to the Union and Employer. In the event the employee fails to make himself/herself available for work at the end of said two (2) weeks, unless the reasons for not returning would be agreeable between the Employer and the Union, he/*she* shall lose all seniority rights under this Agreement.

ARTICLE 5
HEALTH

SECTION 1. The employer at any time may require a yearly medical examination if such appears advisable. The Employer shall pay for the cost of any such physical examination and will select a doctor of its choice for the examination.

SECTION 2. The cost of x-ray, if requested by the Employer shall be paid by the Employer.

ARTICLE 6
SAFETY

Under no circumstance will the employee be required or assigned to engage in any activity involving dangerous condition of work or danger to person or property or in violation of any applicable statute or court order or governmental regulation relating to safety of person or equipment.

Whenever possible, the Employer may provide substitutes for employees who are absent due to illness, vacation, etc.

ARTICLE 7
DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension, shall give at least one warning notice of the complaint against such employee to the employee in writing. The warning notice as herein provided, shall not remain in effect for a period of more than two (2) years from date of said warning notice. Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his/her discharge or suspension. Should such an investigation prove that an injustice has been done an employee, he/she shall be reinstated and compensated at his/her usual rate of pay while he/she has been out of work. Appeal of discharge or suspension must be taken within five (5) working days by written notice and a decision reached within thirty (30) days from the date of discharge or suspension.

SECTION 1. Personnel File: An Employee's Personnel File may be reviewed at the request of the Employee. The request will be submitted to the Superintendent who will arrange a convenient time. Administration shall be present when going through the file. The Steward or Business Agent may be present with the Employee when reviewing the file.

SECTION 2. COMPLAINTS: The proper adjustment of formal complaints against employees, the name(s) of the person(s) making the complaint shall be furnished to the employee involved, including the date, time and precisely what happened, all to be presented in writing and signed by the person making the complaint.

ARTICLE 8
GRIEVANCE PROCEDURE

It is mutually agreed that, except where in this Agreement it is otherwise stated to the contrary, all grievances, disputes or complaints between the employer and the Union, or any employee or employees, arising under and during the term of this Agreement, shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. All grievances must be filed within 30 days of alleged violation. Any grievance not filed within this established timeline will not be processed. The following timeline will be followed.

Step 1. Should a dispute arise, a conference between the employee, steward, and Superintendent will take place within five (5) working days of occurrence.

Step 2. If a resolution is not reached in Step 1, the grievance shall be reduced to writing and submitted to the Superintendent within thirty (30) working days.

Step 3. The Superintendent will provide the Union Steward with a written response within five (5) working days.

Step 4. If a satisfactory resolution cannot be obtained, a copy of the grievance will be submitted to the Board of Education by the Union, within ten (10) working days. The Board of Education shall either settle the grievance or proceed to mediation. Mediation shall be the last step before filing for arbitration.

Step 5. Arbitration will be in accordance with the American Arbitration Association Rules and Regulations.

There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved and the Employer. The Arbitrator shall make a judgment based on the express terms of the agreement and shall have no authority to add to or subtract from any terms of this Agreement. The expenses for the arbitration shall be shared equally between the Employer and the Union.

ARTICLE 9
TEMPORARY EMPLOYEES

SECTION 1. A temporary employee shall accrue no seniority. In the event a temporary employee is hired on a permanent basis, at the completion of a sixty (60) consecutive working day probation period, he or she shall be given a retroactive seniority date, computed by counting back from his/her permanent hiring date the actual number of days worked as a temporary employee.

SECTION 2. The parties recognize that it is necessary to employ temporary workers at times; when this occurs, Union members, especially during school vacations, shall be the first called, providing they are able to perform this work.

ARTICLE 10
TRANSFERS

Any employee temporarily transferred to a higher rated position in an emergency such as sickness or personal leave, shall receive the higher rate of pay commencing on the first day; and if transferred to a lower rated position for the convenience of the Employer, shall receive his or her regular pay unless specified in Schedule "A".

ARTICLE 11
UNIFORMS

The Employer agrees that if any employee is required by the Employer to wear any kind of uniform as a condition of his or her continued employment, such uniform shall be furnished by the Employer, free of charge, at the standard required by the Employer.

ARTICLE 12
WORKERS' COMPENSATION

SECTION 1. The Employer shall provide Workers' Compensation protection for all employees.

SECTION 2. Any employee who is absent because of any injury or disease compensable under the Michigan Workers' Compensation Law shall be remunerated as prescribed under the Workers' Compensation Act with no deduction from sick leave. If a Workers' Compensation injury occurs, the employee shall not accumulate sick leave benefits while drawing Workers' Compensation.

ARTICLE 13
LEAVE OF ABSENCE, SICK LEAVE, EMERGENCY LEAVE, ETC.

SECTION 1. LEAVE OF ABSENCE:

a. Any regular employee, upon written request, may be granted a leave of absence without pay, not to exceed twelve (12) months from the time of issuance, if approved by the Employer, but seniority and/or benefits shall not accrue during the leave of absence.

b. Before an employee can take time off for an operation, he or she must provide a written statement from a registered physician stating that it is urgent and cannot wait until school is out; no statement is needed in an emergency. Failure to obtain this statement will result in the withholding of pay.

SECTION 2. FUNERAL LEAVE: Funeral leave shall be granted for the following reason: death in the immediate family. Immediate family shall be interpreted as follows: children, husband, wife, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, step-parents, step-children, son-in-law, daughter-in-law, or member of the employee's household. Funeral leave of five (5) days, with pay, per year, non-cumulative shall be granted, and an additional five (5) days shall be granted and deducted from sick leave.

SECTION 3. PERSONAL BUSINESS DAYS: All non-instructional employees shall receive five (5) personal business days per year. Four (4) unused personal business days may roll over to the following year to a maximum accumulation of 8 days the remaining days would roll over into the employees sick leave balance. Requests for personal business days used during days in which school is in session must be made to the superintendent at least forty-eight (48) hours before needed, unless due to an emergency.

a. EMERGENCY LEAVE: Up to three (3) days per year, non-cumulative shall be granted. Emergency leave due to illness shall be interpreted to mean hospitalization of an immediate family member who is gravely or seriously ill and requires the personal attention of a physician, or the visitation of a terminally ill relative when called. It shall not be considered appropriate to use emergency leave for routine appointments to a physician.

SECTION 4. ILLNESS OR DISABILTY: At the beginning of each school year, each employee shall be credited with a eleven (11) day sick leave allowance. The unused portion of such allowance shall accumulate with the following schedule: one hundred sixty (160) days accumulation for twelve (12) month

employees; one hundred forty-four (144) days accumulation for ten (10) month employees; and one hundred thirty-six (136) days accumulation for nine (9) month employees.

At the beginning of each school year, each employee shall contribute one (1) day of the foregoing sick leave allowance to a common bank to be administered by the Union and Administration. Employees who have exhausted their accumulated personal sick leave allowance may withdraw up to one-half of the available balance as determined by the Union and Administration, from the common bank. The balance in the sick leave bank shall not exceed ninety (90) days. No contributions or deductions shall be made from the employee's sick leave allowance after the bank limit has been reached. Days paid back to the sick leave bank shall be paid back equally by all employees.

Any employee whose personal illness extends beyond the period compensated as described above, shall be granted a leave of absence without pay for a period not to exceed one (1) year, renewable at the discretion of the Board. Upon direct return from leave, said employee shall be assigned to the same position, if available, or a substantially equivalent position.

When the leave is foreseeable, the employee shall provide the Superintendent with (30) day's notice. If there is insufficient time to provide such notice because of unforeseeable events, the employee shall provide such notice as possible and practical, generally not later than the next business day after the employee realizes the need for the leave. Failure to follow the leave notice requirements above or as required for FMLA leave may result in delay of obtaining the leave. Employees will still be required to comply with the absence reporting procedures of the District.

The Employer reserves the right to require the employee to provide Medical Certification of the employee's need for the leave due to personal illness or injury, or for immediate family members.

Absences in excess of Paid Leave will automatically place an employee on unpaid leave.

Employees who meet the qualification of the "Family and Medical Leave Act (FMLA), leave may be designated by the employee and/or the Employer as FMLA leave. Employees are subject to follow all rules and regulations of FMLA and the policy of the District as adopted in regards to FMLA use within the guideline established by FMLA.

In recognition of services to the school district, a sum of fifty percent (50%) of the unused personal sick leave, to a maximum of one hundred twenty (120) days (Example: 50% of 120 days = 60 days), at the per diem rate of the retiring employee will be paid upon retirement provided:

1. The employee shall have been employed in this school district for at least twelve (12) consecutive years.

2. In the event of the death of an employee, fifty percent (50%) of the employee's accumulated sick leave shall be paid to the employee's *beneficiary*.

SECTION 5. COURT LEAVE: Any employee called to serve for jury duty or subpoenaed to testify in court, shall receive the difference between the employee's daily wage and any payment for each day he is engaged in such activity.

SECTION 6. ABSENCE: The full-time and part-time employees who are scheduled to work shall notify the Superintendent or his/her Business Manager of his/her inability to work for any reason. Notification shall be as soon as possible so that a substitute can be obtained. Obtaining a substitute shall be at the discretion of the District and the responsibility of the District.

Sick days are for when personnel are sick. Personal time is for personal time. No more than 2 days unpaid per school year and those days must be approved by the central office. It is the employee's responsibility to manage their days

off. In extenuating circumstances additional unpaid days off may be approved after the bargaining unit employee files proper paperwork with the central office.

SECTION 7. LEAVE ACCRUAL SUMMARY:

Employees will be capped at 18 days of sick/personal leave to be used during the duration of the school year. Any combination of these sick/ personal days may be used on non-paid holiday breaks. This cap does not include long term-medical leave requests and will not preclude an employee from using their accumulated leave in the event they meet the qualifications of "FMLA leave". For the purposes of this article, long term medical leave is defined as medical leave of three days or greater and will require medical certification of the employees need for the leave due to personal illness or injury. Absences in excess of paid leave will automatically place an employee on unpaid leave.

3 Snow days 5 Personal days 11 Sick days 4 Personal days can rollover
Sick day is for when personnel are sick Personal time is for personal use No more than 2 days unpaid per school year and those days must be approved by the central office.
It is the employee's responsibility to manage their days off.
In extenuating circumstances, additional unpaid days off may be approved after the bargaining unit employee files the proper paperwork with the central office.

ARTICLE 14
NON-DISCRIMINATION

The Bark River-Harris Area School District does not discriminate on the basis of race, color, national origin, sex, age or disability.

SCHEDULE "A"

This schedule shall be divided into five (5) Divisions.

WAGE SCALE:

Div. No.	Wage Rate Per Hr. Effective: July 1, 2024	July 1, 2025	July 1, 2026
1. Cooks:	**$18.49**	**$19.04**	**$19.42**
2. Secretaries:	**$18.83**	**$19.39**	**$19.78**
3. Bus Drivers:	**$20.04**	**$20.65**	**$21.06**
4. Custodians	**$18.83**	**$19.39**	**$19.78**
5. Teacher Aides	**$18.49**	**$19.04**	**$19.42**
6. Non-Instructional Aides	**$16.00**	**$16.48**	**$16.81**
7. GSRP Associate Teacher	**$18.49**	**$19.04**	**$19.42**

Employees not currently at 100% of the base rate will be placed on the following salary schedule:

Year 1 - 90% of base*

Year 2 - 95% of base

Year 3 - 100% of base

*New Hires begin at this level

**Credit for previous experience may be granted at the discretion of the Administration.

Bargaining unit members who are working as substitutes, in excess of their board approved hours, shall receive fifteen ($15.00) dollars per hour.

Exception: Bus Drivers will receive current rate of pay that is in effect for that fiscal year.

ARTICLE 15
PUBLIC ACT COMPLIANCE

Emergency Manager Provision: "An emergency manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate the collective bargaining agreement as provided within the local government and school district fiscal accountability act.

New employees will begin to receive full fringe benefits after a grace period of thirty (30) calendar days.

HOURS: The Superintendent will be responsible for setting up working hours for all employees. Union President shall receive a copy of each employees scheduled work hours for each school year.

EMPLOYMENT DEFINED: Division 4 – Shall be considered full-time employees. They shall work forty (40) hours per week and twelve (12) months per year. Hours for positions consisting of more than one classification will be considered on an individual basis.

Division 1 – Shall work (40) hours per week, nine (9) months per year, according to the school calendar; so long as breakfast is served.

Division 2 – The high school secretary and the elementary secretary shall work (40) hours per week, ten (10) months per year. Work shall commence three (3) weeks prior to the scheduled start of the school year and shall end two (2) weeks after the scheduled end of the school year.

Part-time employees will work less than thirty (30) hours per week as scheduled by the school. Benefits for part-time employees will be prorated based on hours worked.

The person who takes care of mail pickup and delivery to the Post Office shall be allowed fifteen (15) minutes in the afternoon each day.

ARTICLE 16
FRINGE BENEFITS

HOLIDAYS: All employees shall be paid at their regular rates for the following:

Full-time (12 month) employees: New Years Eve Day, New Years Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

Part-time (10 months or less employees: New Years Eve Day, New Years Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day and Christmas Day.

Any employee who is called in to work on any holiday shall receive a one (1) hour call-in guarantee.

VACATIONS: All employees who are in the employment of the Employer for a full calendar year shall be entitled to vacation with pay under the following schedule:

1 through 5 years	11 working days
6 through 10 years	14 working days
11 through 15 years	16 working days
16 years	17 working days

17 years	18 working days
18 years	19 working days
19 years	20 working days
20 years	20 working days

Note: Employees shall also receive one (1) additional day, per year, for the years 21 through 25.

All employees who are in the employment of the employer for a full calendar year and hired on or after July 1, 2012, shall be entitled to vacation with pay under the following Schedule.

1 through 2 years	5 working days
3 through 5 years	8 working days
6 through 8 years	12 working days
9 through 10 years	14 working days
11 through 15 years	16 working days
16 years	17 working days
17 years	18 working days
18 years	19 working days
19 years	20 working days
20 years	20 working days

In the event an employee is unable to complete a full year of employment, vacation pay will be prorated.

All vacations shall be taken at the discretion of the Superintendent and according to seniority. Employees who are eligible to receive "Vacation Leave" may roll over into the next "Leave Year" the equivalence of one-week worth of leave time that the employee has earned and did not use in the preceding leave year which ends on June 30th. Any leave not taken by June 30th of any leave year that is over the allowed week worth of leave time the employee earned will be forfeited. Employees who are asked by the District to cancel requested leave or leave that they are using and are unable to schedule and use the canceled leave within the present leave year shall be able to roll the canceled leave into the next leave year.

If a holiday falls within an employee's vacation period, he shall be granted an additional day off in conjunction with his vacation period. If a holiday falls on a work day, employees shall not be required to work and shall receive their regular pay.

OVERTIME: All hours worked in excess of forty (40) per week shall be paid at time and one-half (1-1/2) the employee's rate of pay.

Divisions 1, 2, 3, 5, and 6 should have previous approval by the Superintendent to take time off.

IN SERVICE DAYS: Administration has the option to call into work or not call employees into work on in-service days.

If an employee is called into work, he/she will be paid for hours worked.

If an employee is called in and is not available to work, there will be no pay.

If an employee is not required to work, he/she has the option to use sick or personal time for pay.

The employer will provide four (4) days of in-service each year to employees who are not called into work on in-service days scheduled for other Division employees. These in-service days will be held on days scheduled by the District and will cover topics selected by the District. If an employee is scheduled for these days and does not attend there will be no pay and there will be no option to use any paid leave in lieu of attendance.

9 Month Employees:

Paid Holidays	9
Snow Day	3
In-Service	4
State approved Instructional Days	Based upon pupil accounting regulations

10 Month Employees:

2 weeks after school	10
3 weeks before school	15
Paid Holidays	9
Snow Day	3
In-Service	4
State approved Instructional Days	Based upon pupil accounting regulations

12 month Employees:

Amount of days a 12-month employee can be paid is up to 260 days

SCHOOL DISMISSAL: If school is not in session due to health or building conditions that could be dangerous to one's health, there will be no work for all employees. If school is not in session due to blocked roads caused by snow and the conditions are not harmful or dangerous for employees to get to work, those employees whose positions are not related to direct supervision or feeding of children, shall attempt to report to work on their regular schedule, if they can do so safely.

(INCLEMENT WEATHER/ACT OF GOD) SCHOOL CANCELATION: When School is cancelled due to inclement weather or any other act of God, employees may use up to six (6) days of employee's choice of paid time off for hours missed. Employees will be paid up to the equivalent of three (3) days of pay for the hours missed on a scheduled workday due to an "Inclement Weather" or "Act of God Day" cancellation.

RETIREMENT: The employer shall pay in full its legally required retirement contribution for each employee to the Michigan Public School Employees' Retirement System.

JOB OPENINGS: All job openings shall be posted for one (1) week before being offered to the public. Department seniority first, then overall seniority, then outside, providing that the qualifications set up by the Employer are met. Any new employee on any job shall have a thirty (30) day probationary period of employment. All job openings will be posted in all departments. During any school break the District will see that the Union President shall be notified by U.S. mail and posted on the District's website of all vacancies.

It is understood that an employee who transferred to an open position but then failed to successfully complete their

probationary period would be returned to their original position without loss of seniority. It is further understood that successful completion of the probationary period is an administrative determination based on a fair and consistent evaluation process.

In the event that no employee within the division where the vacancy occurs applies for the job, and more than one qualified person from another division(s) apply, overall seniority controls. If the district can demonstrate that filling the vacancy with the person having the most overall seniority would create a hardship for the district, the Union will grant an exception to this requirement. This is understood to be a non-precedent setting emergency exemption intended to be used infrequently.

LUNCH PERIOD: Employees shall have the "option" to designate "duty-free" lunch periods and if the employee so chooses, such "duty-free" period shall punch out, without pay and the employee's normal workday shall be extended for the same period of time as the "duty-free" period.

Employee's taking a "working lunch", don't punch out, with the understanding work is being done at these times or administration has the right to doc time or extend the employees workday.

LONGEVITY PAY: After completing five (5) full years of service as of the last day of the school year, each employee shall receive, annually, the following:

Effective 7-1-2024

Years of Service	Amount
After 5 years	$350
After 8 years	$410
After 12 years	$470
After 17 years	$590
After 25 years	$650

TRAVEL REIMBURSEMENT: Any work-related travel will be reimbursed at the current IRS rate.

INSURANCE:

Medical Insurance:

The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UP APA). Plans will be decided by the Coalitions Team each September (after the initial year) for implementation on the following January 1. Should the district no longer participate in the UP APA, or if the UP APA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, vision, life, and long-term disability benefits are still subject to this collective bargaining and are listed elsewhere in this contract.

Employees working 30-40 weekly hours will receive 100% of the State Hard Cap towards medical insurance. The full State Hard Cap amounts for the 2024-2025 school year will be $21,028.84 for families, $16,125.17 for 2-person plans, and $7,710.56 for single plans.

Employees working 20-29.99 weekly hours will receive 75% of the State Hard Cap towards medical insurance. The full State Hard Cap amounts for the 2024-2025 school year will be $21,028.84 for families, $16,125.17 for 2-person plans, and $7,710.56 for single plans.

If an employee works less than 19.99 weekly hours the employee will pay 50% of the State Hard Cap towards medical insurance. The full State Hard Cap amounts for the 2024-2025 school year will be $21,028.84 for families, $16,125.17 for 2-person plans, and $7,710.56 for single plans.

For the 2026 and 2027 calendar years, the cap dollar contribution amounts will be increased to the maximum amount allowed by the state hard caps. If no hard caps exist, increase the dollar contribution amounts by the percentage increase in insurance cost from the previous year, up to 3%.

If an employee resigns between July 1 and August 31 and has not worked for the district during that period of time, the employee must reimburse the district for medical and non-medical insurance premium contributions corresponding to that period of time.

Upon retirement from the District, an employee will only retain medical and non-medical insurance coverage through the end of the month during which they terminate their employment with the district.

Employees not electing the "Medical Benefit Plan" shall receive the following benefit package:

Non-Medical Benefit Plan-benefit options for the **2024-2027** Contract Year(s) unless the benefit options are negotiated to a different benefit plan provider or the plans benefit options are negotiated to different levels of benefit options.

Messa Provided (Non-Medical Benefit Plan-benefit options) per MESSA quote ID 354487:

Dental

Diag & Prev:	100%
Basic Services	100% (X-Rays)
Major Services	90%
Annual Max:	$3,000
Orthodontics:	90%
Lifetime Max:	$3,500
Riders:	2 Cleanings

Vision

VSP 3 Plus P

Life Insurance

Volume:	$50,000
Total Volume:	$1,450,000

AD&D Coverage

Volume:	$50,000
Total Volume:	$1,450,000

LTD Benefit

Benefit:	60% Max $5,000
Max Monthly Salary	$8,333
Waiting Period:	90 CDSW
Alcohol/Drug:	Same as any other illness
Mental/Nervous:	Same as any other illness
Soc Sec Offset:	Family
Own-Occupation:	2 years
Pre-Exist Cond:	Waived

COLA:	Yes
SS Freeze:	Yes
Volume:	$72,926

The Board agrees to provide Non-Medical Benefit Plan-benefit options as negotiated and listed above and monthly premium payments from July 1, 2024 through June 30, 2027, as described below:

Employees working 30-40 weekly hours will receive 100% non-medical insurance.

Employees working 20-29.99 weekly hours will receive 75% non-medical insurance.

If an employee works less than 19.99 weekly hours the employee will pay 50% of the non-medical insurance.

The board agrees to MESSA quote ID # 354487 for the bargaining unit during the duration of this contract.

SECTION 1. Employees not wishing health insurance shall receive an opt out payment of $500.00 per months worked only. Employees that are retired through the Michigan Public Schools Employees Retirement System are not entitled to receive the opt out payment, unless they are retired under a MPSERS plan which does not have the health insurance subsidy.

Employee eligibility for Cash in lieu payments will be based on the conditions that: (1) the employee voluntarily and in writing opts out of the available medical health care plan; and (2) provides documentation to the superintendent's designee (Business Manager) that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

SECTION 2. Doctor and/or dental appointments may be scheduled during the employee's regular working hours provided the employee uses accrued sick leave for same.

OTHER CONDITIONS OF EMPLOYMENT

SCHEDULED VACATIONS – Bargaining Unit Members who wish to work on scheduled vacation days (Christmas and Spring Break), Act of God Days, and PD will notify their immediate supervisor in advance and if there is meaningful work available, as determined by the district, will be assigned to these duties.

AIDES: In case of inclement weather aides shall consult with the Principal concerning outside recess before allowing the students to exit or enter the school premises under supervision.

DIVISION 4 – BUS DRIVERS: The employees covered by this policy shall be all regular employed drivers employed by the Board of Education and shall not include any other classification of school employees.

Bus Drivers who are assessed fines for violations of law during their duties for the District will be personally responsible to pay all fines and fees levied for their actions. In cases where the District is also fined in conjunction with the employees' actions, the employee will reimburse the District if the employees violation of law was solely the fault of the employee do to negligence of his/her duties or his/her disregard for rules and regulations and laws that the employee must follow during their duties for the District.

WAGES: All drivers shall be paid at the rate according to the wage scale on page 8, with a minimum of two (2) hours per run on regular and noon runs only

CARE OF BUS: Drivers shall spend thirty (30) minutes per day in addition to the regular driving time in checking gas, oil, tires, cleaning of the bus, mechanical failures and daily records and yearly maps. The thirty minutes per day may be averaged during the current work week. Example: A driver may spend only fifteen (15) minutes on a particular day in one week, but must add that fifteen (15) minutes to other days to total 2.5 hours per five (5) day working week.

EXTRA TRIPS: All trips within a 180 mile radius must be offered to Bargaining Unit (regular route drivers) members before subs. An exception to this item is any boys or girls regional, quarterfinal, semi-final, championship competitions and trips to lower Michigan. This includes football, basketball, golf, track, volleyball, and field trips. For these trips if all Bargaining Unit (regular route drivers) members refuse the trip the district can determine a sub driver or alternative means of transportation.

A list of drivers who are willing to make extra trips shall be posted in the bus garage. Trips shall be divided as evenly as possible, but choice of trips shall be by seniority. The least senior regular driver must accept the extra trips if all drivers with more seniority refuse it.

Other qualified staff may elect to become part of the sub bus driver pool by contacting the Transportation Director.

Bus drivers must be available for their regular run (if they take an extra trip) in order to be paid for their regular run.

All extra trips shall be paid by the regular hourly rate. Administration shall notify the driver about extra trips at least twenty-four (24) hours ahead whenever possible.

CHAPERONES: Chaperones shall be provided on all extra trips.

MEALS: An allowance of seven dollars ($7.00) per meal may be paid to the driver(s) on trips outside the district, if he/she is called out before or during meal time (11:00 A.M. to 1:00 P.M. and 5:00 P.M. to 6:00 P.M.) upon the approval of the Superintendent. Receipts for the meal must be presented.

LENGTH OF EMPLOYMENT: A scheduled year of employment for a regular bus driver shall be the school calendar.

QUALIFICATIONS: The position shall be given to the individual with the best qualifications as to character, education and ability, with consideration being given to recommendations and physical fitness.

He or she must present a certificate of health, be at least 18 years of age, and hold a valid Michigan Chauffeur's license. The person must also know how to supervise and control children. Must abide by all State of Michigan qualifications.

BUS ASSIGNMENT AND ROUTES: Assignment of buses to their respective routes shall be the responsibility of the Superintendent. Daily routes shall be established by the Superintendent. Daily routes shall be established by the Superintendent and approved by the Board of Education, except in an emergency. In order to evenly distribute the routes, the superintendent may create a run with a minimum of one (1) hour for that run.

ABSENCE: The regular driver shall notify the Superintendent or his/her Business Manager, of his/her inability to drive for any reason. Notification shall be soon as possible so that a substitute can be obtained. Obtaining a substitute shall be the responsibility of the Driver or Supervisor.

BUS FAILURE: Drivers shall report to the mechanic all failures of the bus to perform in top condition. Safety is the driver's responsibility.

COMPLAINTS: The proper adjustment of complaints against drivers, the name(s) of the person(s) making the complaint shall be furnished to the Superintendent and the driver involved, including the date, time and precisely what happened, all to be presented in writing and signed by the person making the complaint.

LOADING AND SEATING: Supervision will be provided for students prior to loading.

It is the obligation of the driver to see that loading of students is acquired in a most orderly way.

The driver shall inform the students to keep back from the bus until it has come to a complete stop. Pushing or roughness are never to be allowed in or near a loading zone.

The driver shall supervise the seating of the students and when necessary, special seats may be assigned to maintain good order and discipline. When necessary, three (3) students may be seated in one seat.

DISCIPLINE: To maintain discipline on his/her bus means the bus driver is in control at all times. He/she shall not allow disorder of any kind. He/she shall never drop a student off along the route. He/she shall never man-handle a student, this is a definite loss of control. Before a discipline problem gets out of hand, the driver shall consult with the Principal or parents, or both, and if necessary the Superintendent.

DRUG TESTING: The parties agree to comply with the current law regarding drug and/or alcohol testing.

DURATION OF AGREEMENT

SECTION 1. This Agreement shall be in full force and effect from **July 1, 2024 to and including July 1, 2027.**

SECTION 2. If no such notice is given, the said Schedule "A" and the Agreement in its entirety shall continue on from year to year.

SECTION 3. In the event the parties cannot agree upon the requested revisions in Schedule "A", and Health Insurance, the Union shall have the right to any lawful recourse in support of its demands, notwithstanding any provision of this Contract to the contrary.

BARK RIVER-HARRIS SCHOOLS

BY: _____

DATE: 10-16-2024

BY: _____

DATE: 10/16/24

BARK RIVER-HARRIS ESP/MEA

BY: _____

DATE: 10-16-2024

BY: _____

DATE: 10-16-2024