Belding Area Schools

and

Belding Education Support Personnel Association

MEA/NEA

Master Agreement

July 1, 2025 – June 30, 2028

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Agreement

This Agreement is entered into between the Board of Education of the Belding Area Schools, hereinafter called the "Board," the "District," or the "Employer," and the Belding Educational Support Personnel Association-MEA/NEA, hereinafter called the "Association."

Article 1: Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative for the following classifications of employees who are assigned to work a regular schedule of fifteen (15) or more hours per week, including secretary, food service, paraprofessional, maintenance/groundskeeping, bus driver, health care aid (HCA), bus aid, transportation secretary, and PC technician.

   Excluded from the unit are teachers, per diem substitutes, on-call employees, student employees, seasonal employees, supervisors, administrators, secretary to the superintendent, bookkeepers, and clerks in the superintendent's office, technology director, network engineer, and all others.

B. The term "employee" when used in this Agreement, except where indicated otherwise, shall refer to all employees represented by the Association in the bargaining unit as describe above.

C. Regular Driver shall be defined as a driver who has satisfactorily served a probationary period of 90 working days. Substitute drivers are drivers who are not on the driver seniority list and shall not be covered under this agreement.

D. There shall be no discrimination toward candidates or employees because of race, color, religion, gender, age, national origin, height, weight, marital status, political beliefs, or disability.

Article 2: Association Dues/Fees and Payroll Deductions

The Board shall make payroll deductions, pursuant to written authorization of the bargaining unit member, for any program available through the Business Office.

Article 3: Board Rights

A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan Revised School Code, or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its programs, services, equipment, facilities, and operations, and direct the working forces and affairs of the District.
2. Continue its rights of assignment and direction of personnel, determine the number of personnel, the number of hours worked by bargaining unit members, and scheduling of all the foregoing and establish, modify or change any work or school hours or days.
3. Direct the working forces, including the right to hire, promote, discipline, suspend, and discharge employees, transfer employees, assign work or duties to employees, evaluate employees, and determine the size of the work force and lay off employees.
4. Adopt, revise, and enforce work rules and regulations governing the conduct of employees and define and redefine job content and position descriptions.
5. Determine the qualifications of employees, including the essential job functions of positions within the bargaining unit.
6. Determine the extent and existence of educational programming and operation including the establishment or relocation of programs, buildings, departments, divisions, or subdivisions thereof, and the relocation or closing of programs, departments, divisions or subdivisions, buildings, other facilities, services, or third-party contracts.
7. Determine the financial policies, including all accounting procedures and record-keeping requirements.
8. Determine policies affecting the selection, testing, or training of employees.

B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adopting of policies, rules, regulations, and practices in the furtherance thereof shall be the exclusive prerogative of the Board except as otherwise limited by express provision of the Agreement.

Article 4: Association Rights

A. The Association shall have the right to use a school building room for meetings at reasonable hours provided the room has not been previously scheduled for other events. Such use shall be consistent with rules, policies, and regulations adopted by the Board.

B. Bulletin board space will be made available to the Association and its members. Anything posted on the board shall be signed by the person(s) from whom it originated or the Association President or his/her designee.

C. The Association shall have the right to use school equipment including computers, printers, copy machines, and fax machines, subject to the approval of the Board or its designated representative. The Association shall pay the reasonable cost of all materials, supplies, or other expenses attributable to such use. Such use shall be consistent with rules, policies, and regulations adopted by the Board.

D. Provided that advanced arrangements are made with the employee's immediate supervisor to make up missed time, an employee may attend Association meetings held during his/her working hours.

E. Up to forty (40) hours with pay and benefits per fiscal year (July 1-June 30) will be afforded to officers and officials of the Association. At least seven (7) calendar days' notice will be given by the Association President to the Superintendent when such days are to be used, except in case of emergency. Additional hours may be granted at the discretion of the Superintendent or his/her designee.

Article 5: Employee Rights

A. An employee may, upon request, review the contents of his/her personnel file. A representative of the Association may accompany the employee in this review. The employee may submit a written statement in regard to materials in the file for inclusion in the file.

In the event a Freedom of Information Act request is received for documents from an employee's personnel file, the employee will be given a copy of the request within two (2) working days and provided with the opportunity to review the file before information is released.

B. An employee will be made aware of any complaint against him/her if management intends to act on the complaint and will be given an opportunity to respond to it. An exception to this notice will occur in instances in which the District is not at liberty of disclosing the substance or origin of specific complaints regarding an employee by law.

C. An employee who has been disciplined and disagrees with the disciplinary action may file a complaint through the grievance procedure within ten (10) working days of receipt of the notice of disciplinary action, subject to the exclusions and limitations set forth in the Grievance Procedure (also, see Section A above). For purposes of this Article, a

working day during the school year is defined as a day on which school is in session. A working day during summer months is defined as Mondy through Friday, excluding holidays.

D. The employee shall receive copies of and sign all materials that are part of a disciplinary action being taken against said employee. Such a signing does not indicate agreement. Refusal to sign may be the basis for discipline.

E. In the event an employee is concerned regarding an alleged job hazard, the immediate supervisor and/or Superintendent shall be notified of the same.

F. Upon request, an employee may have an Association Representative present at any meeting with the employee who is required to attend when the employee has reason to believe that a disciplinary action, which is to become part of the employee's permanent personnel file, is being taken or which may lead to disciplinary action later.

G. No employee will be disciplined without just cause.

H. Each employee shall have one (1) designated supervisor. In the event of conflicting directives, the employee shall follow the directive of the designated supervisor. The designated supervisor shall also be responsible for the evaluation of the employee.

Article 6: Employee Evaluation

A. Each non-probationary employee will be evaluated at least once each year. The evaluation will be done prior to June 1. Additional evaluations may be added to an employee's record at the discretion of the supervisor. Failure to evaluate shall presume satisfactory performance on the part of the employee.

B. Prior to an employee being evaluated, the employee and his/her evaluator will discuss the criteria that are going to be used in the evaluation.

C. Within ten (10) working days after the completion of the evaluation, a personal conference will be held with the employee. For purposes of this Article, a working day is defined as a day on which school is in session. This conference will be to discuss the evaluation. At the conclusion of the conference, the employee will sign the evaluation only as an indication that the material has been reviewed. A signed copy of the evaluation will be given to the employee at the conclusion of the conference.

D. Within fifteen (15) working days following the employee signing the evaluation, he/she may attach written, signed comments pertinent to the evaluation document.

E. In the event of an unsatisfactory evaluation, the employee will be provided with specific areas for improvement and may request re-evaluation within thirty (30) working days.

Article 7: Grievance Procedure

A. A grievance is defined as an alleged violation of an express provision of this contract.

B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The discipline, termination, or failure to re-employ any probationary employee.
2. Any matter for which there is a procedure for establishing a remedy established under state or federal statues (e.g. Civil Rights Commission, Worker's Compensation).

C. A written grievance, as required herein, shall contain the following information:

1. A synopsis of the facts giving rise to the alleged violation.
2. The section or subsection of this contract alleged to have been violated.
3. The date of the alleged violation.
4. The relief requested.
5. Signature of the grievant or an association representative.

D. Any grievance not in accordance with the above requirements may be rejected as improper at Level Two. The grievance must be corrected within the timelines to be presented at Level Three.

E. A grievant is a bargaining unit member or association representative who alleges a violation of the Agreement.

F. Procedure

1. Level One: A grievant alleging a violation of this contract shall, within ten (10) workdays of its alleged occurrence, orally discuss the grievance with his/her immediate supervisor to resolve the grievance. If no resolution is obtained within five (5) workdays of the discussion, the grievant may reduce the grievance to writing and proceed to Level Two.
2. Level Two
    a. A copy of the written grievance must be filed with the immediate supervisor within ten (10) workdays of the initial discussion of the grievance as provided in Level One above.

b. The immediate supervisor shall, within five (5) workdays of receipt of the written grievance, arrange for a meeting with the grievant and, at the option of the employee, an Association Representative to discuss the grievance.
c. If no decision is rendered within five (5) workdays of the discussion, or if the decision is unsatisfactory to the grievant, the grievant may, within eight (8) workdays of the discussion, proceed to Level Three.

3. Level Three
   a. A copy of the written grievance must be filed with the Superintendent, or his/her designee, within eight (8) workdays of the meeting between the parties in Level Two.
   b. The Superintendent, or his/her designee, shall, within five (5) workdays of receipt of the written grievance, arrange for a meeting with the grievant and, at the option of the employee, an Association Representative to discuss the grievance.
   c. A written decision will be rendered by the Superintendent, or his/her designee, within ten (10) working days of the meeting.
4. Level Four: An individual employee shall not have the right to process a grievance at Level Four.
   a. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) working days following the receipt of the decision at Level Three, file with the Superintendent a written demand for arbitration. The parties shall attempt to mutually agree to an arbitrator. If the parties are unable to mutually agree to an arbitrator within twenty (20) working days, the Association may refer the matter to the American Arbitration Association for selection of the arbitrator. In either case, the rules of the American Arbitration Association shall govern the proceedings.
   b. Neither party may raise a new defense or ground not previously raised or disclosed.
   c. The decision of the arbitrator shall be final and binding upon the employees, Board, and Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
   d. Powers of the arbitrator are subject to the following limitations:
      i. He/She shall have no power to interpret state or federal law.
      ii. He/She shall have no power to alter, add to, or subtract from the terms of this agreement.
      iii. He/She shall have no power to establish salary scales or to change any salary.
      iv. He/She shall have no power to decide any question that, under this Agreement, is within the exclusive responsibility of the Board to

decide. In rendering a decision, the arbitrator shall give due regard to the responsibility of the Board.

v. He/She shall no hear more than one (1) grievance at any one (1) hearing expect with mutual consent of the Board and Association.

vi. He/She shall have no power to award punitive damages.

G. The fees and expenses of the arbitrator shall be shared equally by the Association and the Employer. Other expenses incurred shall be borne by the individual parties.

H. Any withdrawal of a grievance by an employee shall terminate such a proceeding and the Association shall have no right to continue the grievance.

I. Class action grievances may be filed by the Association at Level Three for a group of employees provided:

1. The Association obtains written, signed permission from each employee in the group it purports to represent. The Association may be required by the Board to produce such documentation within ten (10) working days of the receipt of the written request.
2. If the Superintendent determines that a case may be reasonably differentiated on the facts, such case(s) shall be adjudicated apart from the class action.

J. An employee may be allowed to attend a grievance hearing during the working day with pay when the employee is the grievant.

K. An employee who is called as a witness in an arbitration hearing during the working day may be released with pay when needed in the hearing.

L. The President and Grievance Chair will also be released with pay to attend a grievance or arbitration hearing during the working day.

M. Notwithstanding the expiration of the Agreement, any claim or grievance arising during the term of this Agreement that is initiated either prior to the expiration of the Agreement but within the time limits for filing a grievance may be processed through the grievance procedure until resolution. It is understood that no grievance shall be filed or based upon any prior or previous Agreement or upon an alleged grievance occurring prior to the effective date of this Agreement.

N. A working day shall be defined as a day that the Central Office is open for business. For purposes of this Article, a working day during the school year is defined as a day in which school is in session. A working day during summer months is defined as Monday through Friday, excluding holidays.

O. Any of the above timelines may be extended through written mutual agreement by the parties.

Article 8: Vacancies, Promotions, Transfers, and Bus Driver Route Assignments

A "vacancy" for purposes of this Agreement is defined as an unfilled or newly created position in the bargaining unit that the Board intends to fill. When a vacancy occurs that the Board does not intend to fill, the Association will be notified in writing.

A. An increase or decrease in hours will not result in re-posting a position.

B. A vacancy will be posting for ten (10) working days, in areas where employees normally eat lunch or take their rest breaks before the Board fills the vacancy. A vacant position may be filled on a temporary basis before the position is permanently filled.

C. An employee desiring notification of vacancies during summer may leave his/her name and address with the Personnel Office.

D. Postings will contain general information, including:
   1. General job duties
   2. Work location
   3. Rate of pay
   4. Hours to be worked
   5. Statement of qualifications required for the position
   6. Date the vacancy is posted

   It is understood that the information listed on the job postings in not intended to provide employees with guarantees or assurances and that deviations from the posted information may be necessary.

E. No vacant position may be filled on a temporary basis for more than thirty (30) working days other than by application of the provisions found in L. below. In the event the Administration wishes to temporarily fill a vacant position for more than thirty (30) working days, it will so inform the Association President in writing. A meeting shall be scheduled within ten (10) working days of the date of the letter to discuss the reasons why the Administration desires to extend the thirty (30) working day timeframe.

F. The Association President shall be provided a copy of any posted position.

G. Any employee may apply for any posted position.

H. Filling a Position
   1. If all applicants, both internal and external for a position are equally qualified and equally capable of performing the duties of the position being filled, the position will be offered to:
      a. an applicant from within the classification of the open position with the most seniority.
      b. an applicant from within another bargaining unit classification with the most seniority.
      c. an applicant from outside the bargaining unit.
   2. It is expressly understood that the above ranking only applies in those instances where all applicants, both internal and external for a position are equally qualified and equally capable of performing the duties of the position being filled. The District reserves the right to depart from the ranking set forth above in those instances where all applicants are not equally qualified and equally capable of performing the duties of the position being filled.
   3. An internal candidate shall be notified as to whether he/she has been granted the position. If not granted the position, and upon request, the candidate will be informed by the Superintendent, or his/her designee, as to why the position was not granted to him/her.

I. If an employee is involuntarily transferred from one (1) building to another or from one (1) classification to another, he/she will be informed of the reasons. If the employee objects to the transfer, he/she may request a meeting with the immediate supervisor and Superintendent to review the transfer. The Association President shall be notified of an involuntary transfer at the same time as the employee. This section does not apply if the transfer is attributable to Article 10.

J. If an employee is expected to be absent for more than ninety (90) calendar days;
   1. the position shall be posted for internal candidates only. The most senior applicant from within the same classification who is qualified shall be awarded the position. The position of the employee awarded the position will be filled by a substitute from outside of the bargaining unit. The return of the employee on leave shall be governed by the provisions of Article 14, Sections F. and G.
   2. If the absence of more than ninety (90) days is due to a military call-up, the Administration may fill the position on a temporary basis up to one (1) year and one (1) day.

3. The Administration may elect not to fill a position open due to either 1. or 2. above. In this event, the work may be assigned to other employees provided it does not increase their workload in making the adjustments necessary.

K. Except as provided in Article 14, F., 1. if a vacancy exists and an employee is scheduled to or can return from a leave of absence from the classification or is eligible for recall to the classification, the vacancy will be posted for candidates from within the same classification only. Employee(s) who are eligible for recall or scheduled or capable of returning from leave within that classification will be considered as applicants. The most senior applicant from within the same classification shall be awarded the position except if that would prevent the returning employee from returning to a position that is comparable to the position he/she left.

L. For purposes of this Article, a workday during the school year is defined as a day in which school is in session. A workday during summer months is defined as Monday through Friday, excluding holidays.

M. To be employed as a school bus driver, a person must meet all the legal requirements established by the State of Michigan, including rules and regulations as issued by the Michigan Department of Education and the rules and regulations as set forth by the Belding School District and contained in the Bus Driver's Handbook.

N. All drivers shall pass a physical by a licensed physician of the school district's choice prior to employment, and at least once every other year thereafter. The entire cost of the physical exam will be paid by the school.

O. Bus Driver Route Assignments
   1. All regular routes will open for bid the third week of July. Heartland and all mid-day routes will be open for bid as soon as it becomes available in each contract year. Priority will be given base off seniority. Job assignments, including but not limited to Midday routes will not exceed 40 hours in a work week. If these job assignments exceed this, then the bidding goes to the next available senior driver. Bids for bus aids shall be made at the same time as drivers above.
   2. Vacated or newly created routes will be open for bid up to October 1. Vacated or newly created routes from October 2- end of the current school year will be filled by the transportation supervisor (following a meeting between BESPA President and Superintendent). Priority will be given to the most senior drivers.
   3. Open routes will be posted at the transportation office for 10 (ten) working days. All bids must be made in writing to the transportation supervisor.

4. All midday routes will be opened for bid two weeks prior to the beginning of the school year. These routes may be split up to keep the employee under 40 hours.
5. If an employee with an earlier hire date of hire has been displaced because a run has been discontinued, this employee would have the right to bid for any posted position, and if there are no positions posted, the displaced employee may displace the lowest seniority driver with equivalent hours.
6. Transfer will be assigned to the most senior driver available. Availability will be determined by the driver's proximity to the required transfer. These transfers will be considered part of a given route, and the time will be included in the 35 hour per week test for full-time status.
7. Regular drivers should substitute for regular drivers on sick leave before a sub, if available.
8. The transportation supervisor will make the final determination on job assignments.
9. Drivers will generally be limited to 40 hours per week.
10. If a route is cancelled, outside of a school closing or planned cancellation, a driver will receive pay for half of the route time along with mileage for coming into work if the driver has left to head into work and/or arrived at work.

P. Extra Trips
1. Extra trips will be assigned by the transportation supervisor.
2. If an extra trip conflicts with a regular bus route, the regular driver will not be eligible for the extra trip.
3. Eligible regular drivers will be given priority in the assignment of extra trips. (Eligible = the assigned trip will not put the driver over 40 hours for the week and does not interfere with a driver's regularly scheduled routes).
4. Trips will be posted and classified as either a mid-day route or other trips (a field trip, athletic trip, Saturday trip, and/or emergency trip). Drivers eligible for any of these routes/trips may sign the rotation list posted in the Transportation Office.
5. All trips must be bid on in sequential order of the trip as soon as available for posting.
6. When a driver's name comes up on a rotation list, they may bid on a trip for which they are eligible. If they do not wish to take a trip or are not eligible, they should indicate so.
7. A driver's trip that is cancelled will have the first opportunity for the next available trip.
8. All non-emergency trips will be assigned by Wednesday of the week prior to the trips.
9. All trips not taken by regular drivers will be assigned to substitute drivers by the supervisor.
10. Drivers taking overnight trips will be provided with, or reimbursed for, appropriate room and board. They will be paid eight (8) hours per day or from the time the driver starts his/her bus in the morning until the employee turns his/her bus off for the day,

whichever is more, for each day of the trip. If the trip leaves after 12:00 noon or returns before 12:00 noon, the driver will be paid four (4) hours or actual driving time, whichever is more, for those days.

11. The driver may be required to work for one (1) hour. The driver must either be available at his/her home phone or check in at the transportation office three (3) hours before the trip to receive notification of cancellation to be eligible for compensation. Saturday trips are cancelled between 12:01 p.m. Thursday and 9:00 a.m. Friday will be compensated for two hours. Saturday trips cancelled after 9:00 a.m. Friday will be compensated for three hours.
12. Extra trips cancelled in less than 24 hours from departure time will be compensated for one hour. Extra trips cancelled in less than three hours from departure time will be compensated two hours.
13. A driver may request one (1) meal reimbursement for up to $15.00 per day for each extra trip exceeding 2 hours.
14. A "Floating Driver" (one who has been hired and does not have a daily assigned route) will be used as a bus aide on days where there is not a driving assignment. The Floating Driver may also be the driver of the route while the assigned driver acts as the aide. The Floating Drivers will be rotated to different routes when acting as a bus aide.

Article 9: Seniority and Probationary Period

A. Seniority for purposes of this Agreement shall accrue and be applied within the following classifications:
Maintenance/Groundskeeper
Secretarial
PC Technician
Bus Aide
Office Paraprofessional
Paraprofessional/HCA
Enhanced Paraprofessional/ASD Room HCA
Bus Driver
Transportation Secretary
Food Service

B. Seniority shall be defined as the length of continuous employment in the District within a particular classification from the employee's first day employed in the classification. Seniority shall accrue during layoff, Worker's Compensation, paid leaves, and unpaid leaves.

C. There shall be no seniority among probationary employees. When an employee's probationary period is over, seniority shall be calculated in accordance with B. above. When a driver in training obtains their CDL, then the driver's official probationary period begins.

D. By October 15 of each year, the Board shall post a seniority list. It shall contain, for each employee, name, classification and first date of employment into that classification. If applicable, it shall also indicate any additional classification seniority. If any individual or the Association believes the list to be in error, he/she shall notify the Superintendent in writing within thirty (30) calendar days. If no request for revision is received within this time frame, the list shall be considered final and accurate until the following school year.

E. In the event of a tie in seniority, the last four digits of the employee's social security number will be used with the highest number being placed first.

F. Seniority for employees shall be terminated effective with the date of retirement or resignation designated in a letter of resignation/retirement submitted to the District. In the event the letter indicates an immediate resignation/retirement, the date of termination of seniority shall be the day after the submission of the letter.

G. Each employee shall serve a probationary period that will last for the first ninety (90) days worked. Days missed will serve to extend the probationary period.

Article 10: Layoff/Recall, Reductions in Positions or Hours

A. In the event of a reduction in the number of positions, the following procedure will be utilized:
   1. Although a probationary employee(s) does not have seniority, their position(s) will be considered under the following procedure to be the position(s) occupied by the least senior employee(s).
   2. Where qualifications are equal, the least senior employee in the classification being reduced will be laid off.
   3. The following procedure will be used when a position is 1) totally eliminated or 2) when an employee is displaced by another employee in the process of the foregoing.
      a. (1) Except as set forth in (2) below, the employee in the affected position will be transferred to the position within his/her present seniority classification that is occupied by the employee with the least seniority whose annual working hours are the same as the affected employee.
      (2) If the least senior employee in the classification works more annual hours than the affected employee, he/she will be given the option of being transferred to that position.

b. In the event there is no assignment available under a. above, the employee in the affected position will be transferred to the position within his/her present classification that is occupied by the least senior employee working as close to, but not more than, the number of annual hours as the employee's former position.
c. In the event the affected employee can riot be transferred under a. orb. above, the employee will be transferred to a position in another classification where the employee has seniority using the same procedures set forth in a., (1) and b. above.
d. The employee must demonstrate that he/she is qualified to replace that less senior employee. In the event there are no applicants within the open classification, the vacancy may then be filled with an employee from another classification within the same occupation, providing they demonstrate that they are qualified and meet all requirements of the vacancy.
e. In all cases, the seniority of the employee whose position was eliminated or reduced as described above must be greater than that of the employee in the position being claimed.

4. If support staff duties/ hours become available either from position eliminations or combinations, those hours must be posted and offered to the highest senior person within that classification without putting them over 40 hours, providing it fits their current work schedule.
5. The Board has the sole authority to establish reasonable qualifications.

B. An employee will not be entitled to any compensation or fringe benefits while on layoff. However, subject to approval and regulations of the carrier, an employee will be allowed to make premium payments toward available insurance programs.

C. An employee who leaves the bargaining unit for a supervisory position in the school district will not gain or lose seniority for a period of one (1) year during which time he/she will be entitled to return to the bargaining unit. After one (1) year the employee will lose all seniority rights.

D. No new employee will be hired by the Board for a position within a classification while there is an employee from that classification on layoff status who is eligible for recall. (See Article 8, Section M.)

E. The right of recall extends two (2) years beyond the employee's lay-off date. At all times during layoff, it is the employee's responsibility to keep the administrative offices appraised of his/her current address. Failure to do so will result in the loss of seniority and any further rights under this Agreement.

F. Employees will be eligible for recall in accordance with the following provisions:
   1. An eligible employee will be recalled to his/her former classification(s) when a vacancy occurs within it. Recall will be in order of seniority within the seniority classification where the vacancy exists provided the recalled employee can perform the duties of the vacant position and is qualified.
   2. Notice of recall shall be sent by certified mail return receipt requested to the last official address of the employee as reflected by the employer's records. It is the responsibility of the employee to inform the Board of any changes of address. If an employee fails to notify the Board, in writing, of intent to return on the date specified in the notice, within fifteen (15) calendar days of the mailing of said notice or fails to return to work on the date specified in the notice provided said date is at least fifteen (15) calendar days from the date of the mailing of said notice, the employee shall be considered a voluntary quit and shall forfeit any right to recall or employment in the District.
   3. An employee cannot be recalled to a position for which he/she is not qualified. In the event an employee is not qualified for a position, he/she shall remain on the recall list in seniority order in the event a position for which he/she is qualified becomes vacant during the next two (2) years. If no position for which the employee is qualified becomes available prior to the end of this time frame, the right of recall shall terminate.
      a. The recall provisions will only apply to those employees who are eventually laid off following the application of the procedures or who have been transferred to another classification under Section A. above.
      b. The recall provisions will not apply to those employees whose hours are reduced but who remain on payroll or who have been transferred within a classification under Section A. above.

G. Refusal or acceptance of recall to a position that is lower in pay, benefits and/or hours shall not adversely impact an employee's subsequent right to recall. The refusal of a position shall not, however, extend the two (2) year recall limit set forth in E. above.

H. In the event of a reduction of one (1) or more work hours per day in a fiscal year, July 1 to June 30, of a position in a classification, an employee may utilize his/her classification seniority to displace the least senior employee in the same classification working the same number of hours as previously assigned provided he/she is qualified.

Article 11: Holidays

A. An employee shall be paid for the holidays set forth below that occur within the employee's scheduled work year. For example, if an employee is scheduled to work before Labor Day and no school session is scheduled for Labor Day, the employee shall not be required to work yet shall be paid his/her normal rate.

1. Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Friday Before Spring Break, Memorial Day, Fourth of July
2. The Superintendent and the Association President may mutually agree to adjust the scheduling of the above holidays that occur during the winter break period provided at least a four (4) week notice is provided the affected employees if the actual days off are to be changed.

B. Eligibility

1. To be eligible for holiday pay an employee must be a regular employee on the day of the holiday, have been employed at least thirty (30) workdays prior to the holiday, be in active employment status on the day of the holiday, and have worked his/her last regularly scheduled workday before the holiday and his/her first regularly scheduled workday after the holiday.
2. If an employee is absent for any portion of the day before or the day after a holiday and therefore works a reduced shift or none, the holiday pay shall be reduced to equal the amount of time worked on the day of the reduced schedule.
3. If an employee is absent on the day before or the day after a holiday and uses paid leave time for the absence, the employee may elect to receive full holiday pay by substituting an equivalent amount of paid leave time for the portion of the holiday(s) that otherwise, pursuant to 2. (above), would be unpaid.
4. If the leave time taken either before or after the holiday is due to a death in the immediate family, jury duty or approved vacation, the holiday pay shall be paid, and no use of the employee's paid leave time shall be required to receive full holiday pay.
5. If the reason for an absence prior to or after the holiday is illness of the employee or a member of the employee's immediate family, the employee shall present medical verification of the illness.
6. An employee required to work on a holiday will, in addition to holiday pay, be paid time and one- half (1.5). If a holiday is scheduled as a day of student instruction, the holiday worked will be excluded from consideration under this Article for the subject year (i.e., employees will be expected to work and shall not receive either holiday pay or the holiday premium per this Section).

C. For this Article, the term "day" shall be defined as the number of hours the employee is regularly scheduled to work per day.

Article 12: Vacations

A. All fifty-two (52) week employees shall earn annual vacation leave with pay in accordance with the following schedule:

Employed less than one (1) year	Proration 10 workdays
Employed at least one (1) but less than two (2) years	10 workdays
Employed at least two (2) but less than five (5) years	15 workdays
Employed at least five (5) but less than fifteen (15) years	20 workdays
Employed at least fifteen (15) years	25 workdays

B. Employees shall earn vacation time while on Worker's Compensation leave only during the first month of leave.

C. Vacation time for an employee will be calculated based on his/her years of service as of July 1 of each year in a fifty-two (52) week assignment and credited for use by the employee on July 1. During an employee's first year of employment in a vacation-earning assignment, the employee shall earn a prorated number of vacation days. Said prorated vacation days shall be credited to the employee on that first July 1. If an employee transfers from a school year, non-vacation earning assignment to a fifty-two (52) week, vacation-earning assignment, he/she shall receive credit for service in the school year assignment prorated based on two thousand eighty (2080) hours per year of service.

D. Vacation time is not cumulative. Earned vacation must be taken before June 30 of the year following the earning of vacation.

E. Arrangements for vacations must be made with and approved by the employee's departmental supervisor. Vacations must be requested at least Mo (2) weeks prior to the desired beginning date.

F. Granting of vacations for specific times is discretionary with the immediate supervisor. If two (2) or more employees apply on the same day for vacations covering the same periods, the following factors will be taken into consideration in granting the vacation period:
   1. Years of service
   2. Necessity of that person's presence during requested leave period.

G. Vacations are normally to be taken in the period from the close of school in June to the opening of school the following year.

H. Vacation time will be paid at the employee's normal rate.

I. Absence on account of sickness, injury, or disability in excess of that herein authorized for such purpose may be charged against vacation credit at the option of either the employer or the employee. The District may require employees to substitute accrued leave and vacation credit for any otherwise unpaid FMLA leave attributable to the employee's own "serious health condition."(See Article 14, H.)

J. Upon resignation, termination of service or transfer to a position requiring fewer working hours or weeks of employment, an employee shall receive, at his/her request, any unused vacation allowance at the employee's current rate of pay.

K. An employee returning from vacation leave and producing evidence of hospitalization during all or a portion of vacation leave shall have the time of hospitalization charged against accrued leave rather than vacation leave.

Article 13: Paid Leave

A. An employee covered by this Agreement shall be entitled to leave with pay to be earned at a rate of three (3) minutes/five one-hundredths (0.05) hours for every hour or fractional hour for which service is provided or for which compensation is paid pursuant to either Article 11 or Article 12. Such leave shall be credited to the employee's accrued leave record monthly. Leave may be used subject to the following:
   1. Personal Illness: An employee may use available leave time as necessary to recover from a personal illness, injury or disability.
   2. Family Illness: Leave may be used to attend to an employee's spouse, child, parent or relative of the employee residing within employee's household who is seriously ill.
   3. Death in the Immediate Family
      a. Up to five (5) days per occurrence may be used in the event of death in the immediate family. Immediate family is defined as spouse/partner, child, step-child, parent, stepparent, grandparent, grandchild, father-in-law, mother-in-law, or sibling, stepbrother or stepsister, brother-in-law or sister-in-law.
      b. The first two (2) of these five (5) days will not be deducted from accrued leave. The subsequent three (3) days, if used, will be deducted from the employee's accrued leave balance or, if no leave is accrued or available, the day(s) will be unpaid.

c. Death of other family members: Up to five (5) days per occurrence may be used in the event of death of family members not considered immediate family. These five (5) days will be deducted from the employee's accrued leave balance or, if no leave is accrued or available, the day(s) will be unpaid.

4. Holiday Absence: If accrued leave is used the day before or after a holiday, as defined in Article 11, the employee may use accrued leave, if available, to substitute for the unpaid portion of the holiday pursuant to Article 11, Section B.
5. Each employee may use three (3) personal days per year (The first and second days used will not be deducted from accrued leave, but the third days shall be deducted from accrued leave) to conduct business of his/her choice. The use of such day is subject to the following conditions:
    a. The employee must notify his/her immediate supervisor at least three (3) workdays in advance of his/her intent to use the personal day, except in cases of emergency. In case of an emergency, the employee must notify his/her immediate supervisor as soon as possible.
    b. The personal day may not be used to lengthen a holiday or vacation period except by express permission of the Superintendent.
6. Except in the event of an emergency, no more than two (2) employees will be authorized to use a personal day on any one (1) workday unless approved by the administration.
7. If an employee does not use his/her personal days, the two days shall be added to the employee's accrued leave balance at the end of the year.
8. Up to three (3) additional personal leave days may be used out of accrued leave time by approval of the Superintendent or his/her designee.

B. Use of leave time pursuant to this Article is subject to the following rules:
    1. Personal illness requests should be made as far in advance as possible. In case of illness in the immediate family, a request must be made, except in emergency situations, twenty-four (24) hours or one (1) workday, whichever is greater, prior to commencement of the requested leave. In the event of death in the immediate family, a request should be made as soon as possible.
    2. Abuse of leave is cause for discipline up to and including discharge. Abuse of leave is defined to be absence for other than a legitimate purpose as defined by this Article.

C. Any employee who is absent due to an injury compensable under Michigan Worker's Disability Compensation Act will receive from his/her sick leave the gross amount necessary so that the amount of the daily workers' compensation benefit plus the gross amount of sick leave payment equals the employee's regular gross daily rate immediately prior to commencement of workers' compensation benefits. The employee's leave days with salary will be charged proportionately for each leave day with salary or partial leave

day with salary so allocated. The Board has no obligation to independently fund any salary differential if the employee's sick leave is unavailable or has been exhausted.

D. An employee who incurs an illness or injury compensable under Worker's Compensation may elect either to accept the Worker's Compensation and lose no sick leave (except if the employee uses sick leave during the Worker's Compensation waiting period), or, the employee may elect to use sick leave providing he turns in his Worker's Compensation check to the district.

E. By October 1 of each year, the Superintendent, or his/her designee, will inform each employee of the total amount of his/her accrued leave time.

F. Unforeseen School Closure for Funerals: Employees can use accumulated sick time in the event school is cancelled due to a funeral. Employees may submit for the number of hours they are regularly scheduled to work.

G. Leave with pay not chargeable against the employee's accrued leave shall be granted by the Board for the following reasons:
   1. Absence when the employee is required to serve on a jury providing any pay, not including reimbursed expenses, the employee receives for serving is turned over to the District. Also, providing that if any employee is not selected to serve on a jury and is relieved of further obligation, the employee shall report for work.
   2. Time spent making a court appearance if an employee is subpoenaed as a witness in a school related matter. Witness fees, if any, shall be turned into the District.

H. Attendance Incentive
   1. If under three (3) days of work are missed from the beginning of the school year to the end of the semester.

      Employee may add one personal day to be used the second half of the school year OR

      Employee may collect $250.00 payment.

   2. If under three (3) days of work are missed from the start of the second semester through the end of the school year.

      Employee may collect $250.00 payment

   3. If out on Worker's Compensation or out due to COVID-19, employee will not lose the incentive.

4. Bi-Annual Attendance Incentive
    a. Bi-annual Attendance Incentive of $250.00 for any employee that meets the following criteria:
        i. To qualify for the bi-annual attendance incentive, any full time employee may not miss more than three (3) regularly scheduled days of work(a day of work for this incentive only, will be a full day as scheduled) for any reason, i.e., sick time, personal day or unpaid, other than an Act of God Day or earned Vacation Time,-from the first day you are scheduled to return to work of the new year through the last day of school of the first semester. Payment to be included in your last paycheck in February.
        ii. To qualify for the second bi-annual attendance incentive, any full time employee may not miss more than three (3) regularly scheduled days of work (a day of work for this incentive only, will be a full day as scheduled) for any reason, i.e., sick time, personal day or unpaid, other than an Act of God Day or earned Vacation Time, from the first day returning from the 2nd semester through the last day of school. Payment to be included in your last pay period of the school year.
        iii. Employee must keep PCMI/WillSub up to date to be eligible for this benefit. Employees not submitting their absences on PCMI/WillSub will not be eligible for this benefit.

Article 14: Unpaid Leaves of Absence

A. An employee may make application to the District for an unpaid leave of absence not to exceed one (1) year, renewable at the discretion of the Board, or to the Superintendent if the duration of the proposed leave is less than ninety (90) workdays. Applications for such leaves shall set forth the following minimal information:
    1. Name, date, and employee's signature
    2. Nature of request
    3. Reason for the request and any additional data or documentation the employee feels will bear on the merits of the requested leave of absence; and
    4. Dates the employee desires to commence and terminate the leave of absence.

B. Upon receipt of proper application, the District will review the request and the reasons advanced in support thereof. The granting or denial of an unpaid leave of absence shall be discretionary with the Board. Denial of such leave shall not be subject to Article 7. Where the request is reviewed by the Superintendent, a decision will be made within ten (10) workdays of the receipt of proper application. Where the Board is to review such requests, the Board will render a decision within five (5) workdays following the regularly scheduled Board meeting after which proper application has been submitted. Notification to the employee shall be made within three (3) workdays following the decision.

C. An employee whose personal illness extends beyond his/her accrued leave may be granted an unpaid leave of absence of up to one (1) year from his/her last paid day. Such leave is subject to the same conditions as any other unpaid leave. Unpaid leave contractually granted to an employee who is FMLA- eligible shall run concurrently with the FMLA period. Said leave is renewable at the discretion of the Board.

D. Unpaid leaves of absence, as provided for in A. above, shall be without pay, fringe benefits, experience credit and/or accrual of leave time. Upon return from an authorized unpaid leave of absence, the employee shall be restored to the same position on the salary schedule as when he/she left and be entitled to other accrued benefits earned prior to said leave.

E. During the period of an unpaid leave of absence, an employee shall not be entitled to insurance benefits at District expense except as provided under a FMLA leave. Upon the approval of and subject to the limitations established by the respective insurance carriers, insurance benefits may be continued at the employee's expense by paying the appropriate premiums at the Board's payroll office.

F. Return from Leave
   1. An employee returning from a leave will be returned to his/her previously held position if it still exists.
   2. If the position does not exist, the employee will return to a substantially equivalent position for which he/she is qualified and for which he/she possesses classification seniority. If there is no employee whom he/she is qualified to replace with less classification seniority, he/she shall be placed on layoff.
   3. Substantially equivalent for the above shall be defined as the same classification, same hours per day, same number of weeks per year and same insurance benefit levels or, if no such position exists, to the position closest to but more than the foregoing.

G. Any Employee who fails to return from a leave of absence on the specified date or fails to request a renewal of a leave of absence prior to the specified date of return shall be considered a voluntary quit and shall lose all rights to employment in the District. A request for a renewal of a leave of absence shall be in accordance with A. above.

H. Family and Medical Leave Act (FMLA)
   1. An unpaid leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to any eligible employee in accordance with the Family and Medical Leave Act (FMLA) for any of the following purposes:
      a. The birth or placement for adoption or foster care of a child from date of birth or placement;
      b. Because of a serious health condition of an employee's spouse, child or parent;
      c. Because of the employee's own serious health condition.
   2. To be eligible for a FMLA leave of absence, the employee must meet the eligibility requirements set forth in the FMLA and FMLA Regulations.

3. Where permitted by the FMLA, an employee shall have the option to take FMLA leave on an intermittent or reduced schedule. Where permitted by the FMLA, the Employer may require an employee to substitute paid vacation leave, personal leave and/or accrued leave for FMLA unpaid leave.
4. In accordance with the FMLA, the Board shall continue group health plan benefits during a FMLA leave. This shall not be construed as a waiver of the Board's right to recoup premium payments from an employee where permitted by the FMLA or as an agreement to provide benefits greater than what would have been provided if the employee was not on FMLA leave.
5. A FMLA leave of absence shall be subject to and administered in accordance with the FMLA and FMLA Regulations. Limitations found under Section 108 of the FMLA- "special rules concerning employees of local educational agencies"-shall apply. The Board reserves all rights granted to school districts under the FMLA, such as, but not limited to, the right to substitute paid leave for unpaid FMLA leave, to require medical verification of illness, to require a certificate of fitness as a condition for the employee's return to work and to require the twelve (12) weeks of FMLA leave to be aggregated in accordance with the FMLA for an employee who is married.
6. If the reason for the FMLA leave is foreseeable, the employee must provide at least thirty (30) calendar days' advance notice of the FMLA leave. All other notice must be provided as soon as it becomes practical.
7. All other provisions of the FMLA shall apply. This section shall be interpreted consistent with the definitions contained in the FMLA. This section shall not provide an employee with any greater rights or benefits than required by the FMLA. To the extent required by FMLA (P.L. 103-3), an eligible employee shall be granted leave and other rights specified by the law. When leave is taken by an eligible employee under the FMLA, the District shall likewise enjoy and reserve all rights afforded it by the law, whether the same are specifically enumerated in this Agreement. The parties intend that the provisions of the FMLA, including District and eligible employee rights and responsibilities shall be supplementary to this Agreement and shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.
8. The Board reserves all rights granted by the FMLA even if not specifically set forth above.

I. Requested Unpaid Leave: Employees may request and be granted unpaid time off work with only the permission from the Director of Transportation as long as sub drivers are available to fill the routes. Employee should give as much notice as possible to allow for sub drivers to be assigned.

Article 15: Hours and Assignments

A. The normal working hours for employees are as follows:
   1. Secretaries – eight (8) consecutive hours exclusive of meal break,
   2. Cooks and Paraprofessionals – as assigned by their supervisor,
   3. Maintenance/Grounds – eight (8) consecutive hours exclusive of meal break,
   4. Technology - eight (8) consecutive hours exclusive of meal break. The hours actually worked may vary from the normally scheduled hours,

5. Bus Drivers – in accordance with their run bid assignment.

B. The normal work week for employees is Monday through Friday. The department supervisor and o.ne or more employees in the department may agree to a revised four (4) day, ten (10) hour schedule during full work weeks when students are not in attendance.

C. An employee who is required to report for work on an unscheduled day shall be provided with a minimum of three (3) hours' work or equivalent pay.

D. Within a classification, overtime will be offered to employees within a building or facility on a rotating basis in descending order of classification seniority. If an employee refuses overtime, he/she will not be offered overtime until all other employees in the classification in the building or facility have been offered overtime. If all employees in the classification in the building or facility refuse the overtime, the least senior qualified employee in that classification in the building or facility where the overtime is required must perform the overtime.

   Exceptions to the procedure are unplanned situations that require an employee to have a shift extension hence overtime directly prior to or following the regular shift.

E. Meal Breaks and Rest Periods
   1. At the employee's option, but in accordance with a schedule designed by the Board, an employee shall be entitled to one (1) duty-free, uninterrupted, unpaid lunch break, not to exceed thirty (30) minutes, for each shift of five (5) hours or more.
   2. Except for cooks and paraprofessionals, one (1) paid rest break lasting fifteen (15) minutes shall be provided for every three (3) hours scheduled to work.
   3. Should an employee not be able to take a break or a scheduled lunch period at the normally scheduled time, he/she shall take that lost break as soon as possible thereafter.
   4. Upon approval of supervision, an employee who is eligible for an unpaid lunch break as set forth in 1 (above) may elect, on an on-going basis, to work through his/her lunch break and have his/her workday shortened accordingly.
   5.
      a. One (1) paid rest break period lasting fifteen (15) minutes shall be provided for cooks and paraprofessionals "scheduled to work" at least three (3) hours per day but less than five (5) hours per day.
      b. To qualify for the second fifteen (15) minute break period, a cook or paraprofessional must be "scheduled to work" five (5) or more hours per day.
      c. "Scheduled to work", for purposes of this subsection, means time assigned to physically perform work for the Board and does not include lunch breaks.

F. An employee on an unpaid lunch break shall be allowed to leave his/her respective building during the lunch break, but he/she shall remain in his/her building for the rest break.

G. Groundskeepers and maintenance will be called in by their supervisor for snow removal when their supervisor determines that they are needed at other than their regular time. Overtime allocation provisions of D. above do not apply in these circumstances.

H. Prescribed medications will be delivered in accordance with applicable State and/or Federal law and codes. Likewise, the performance of medical procedures will be conducted in accordance with applicable State and/or Federal law and codes.

I. Employees may be required to attend in-service training. If the employee is required to attend, the employee shall be paid their normal rate of pay for all the hours that the training is being offered. Paraprofessionals are guaranteed paid professional development each year. Paraprofessionals shall have input through communication with their building Principal as to the topic of professional development to be offered. Employees will have the opportunity to work all PD dates/times in person.

J. Any support staff not scheduled to work who attend either or both Beginning of Year and End of Year District Staff Events will be paid 1.5 hours each time at their regular rate of pay. (The three- hour minimum will not be in effect.) Attendance is voluntary. Holiday pay will not be granted for Labor Day if the opening breakfast is prior to Labor Day, and staff would not otherwise be required to work prior to Labor Day.

K. Driver Employee Call In and Absence Reporting Procedures

In the event of personal illness or quarantine, serious illness or death in the immediate family, or other reasons, call (616) 794-4970. Prior to 5:00 a.m., contact the transportation supervisor at (616) 835-6432.

L. Personal Illness
1. You are expected to call in each day, unless you have specified in advance the number of days you expect to be absent.
2. After three (3) consecutive days of illness or showing a pattern of absenteeism, the District reserves the right to ask for a physician's written release before you can return to work.
3. Your supervisor may require a physical examination by the Board of Education-designated physician.

M. Drivers with Pre-K or ECSE students, can ask for a bus aide on their bus. If a bus aide is not granted, the driver may ask for a meeting with the superintendent and special education coordinator to discuss the need for an aide.

Article 16: Compensation

A. The wages of employees shall be as set forth in Appendix A. Employees will elect direct deposit or a pay card.

B. An employee required by the District to use his/her personal automobile for District business shall be compensated for all approved miles at the current IRS rate. If the mileage rate is increased by the Board for any other employee or group of employees, that rate will be applied to this bargaining unit for the life of this Agreement.

C. A secretary who is asked by his/her immediate supervisor and does come to work on all Act of God Days will receive one (1) additional leave day which he/she may use upon approval, or if the day is not used by July 1 of the current school year, it will be added to the employee's accrued leave.

D. Except as follows and unless required by the supervisor to do so, cooks, paraprofessionals and secretaries shall not be required to report for work on an Act of God Day and will receive pay for such day. The first six (6) Act of God days each year will be paid provided the District receives State Aid for those days.
   1. All Drivers and Bus Monitors scheduled to work the day of an Act of God Day will be paid for their regular routes on that day for all Act of God days during the regular scheduled school year. Additional make-up days will be worked with no additional pay.

E. The Employer may continue to assign employees to the parent-teacher conferences and give pay for time worked.

F. Employees working the athletic programs shall be paid in conformance with that program's policy and not in conformance with this Agreement.

G.
   1. Any employee who has earned and continues to maintain one (1) of the following licenses shall receive a premium per hour added to his/her hourly rate provided he/she is currently employed in and remains in the maintenance classification:

      Boiler Operator's License $.40/hour

   2. Any employee who has earned and continues to maintain one (1) or more of the following designations shall receive a premium per hour added to his/her hourly rate provided he/she is currently employed in and remains in the PC Technician classification:

      Desktop Support Technician Certification $.50/hour
      Office Specialist Certification $.50/hour

3. Any employee who has earned and continues to maintain one (1) of the following shall receive a premium per hour added to his/her hourly rate provided he/she is currently employed in and remains in the occ. Paraprofessional II classification and is assigned at an elementary.

   Child Development Associate Credential (CDA) $.40/hour

4. Any employee who has earned one (1) of the following degrees shall receive a premium per hour added to his/her hourly rate provided the degree enhances the skill set of the employee related to his/her assigned position and he/she is currently employed in and remains in any classification that does not already require the degree per the qualifications of the position. The employee must provide the Board with the transcripts necessary, along with a statement explaining the benefit of the degree in relation to his/her position. The superintendent or his/her designee has the right to deny this premium should the employee fail to provide required documentation, or has reasonable doubt that the degree provides an educational enhancement for the employee's position:

   Associate's/Bachelor's degree $.50/hour

H. A full-year groundskeeper who possesses and maintains a Commercial Pesticides Application License (ornamental/turf} shall receive an additional sixty cents ($.60) per hour provided he/she is currently employed in and remains in a full-year groundskeeper position. No other employee assigned groundskeeper responsibilities as part of his/her regular assignment or assigned such responsibilities during a portion of the year (e.g., summer) shall be eligible.

I. An employee will be paid on the basis of time and one-half (1.5) of the regular hourly rate for all approved hours worked over forty (40) in a regular work week. An employee out on a vacation day or a paid holiday shall be considered at work for the purpose of this section.

J. Drivers will be reimbursed for the cost of their physical and the cost of Chauffeur's and CDL Licenses.

K. All new hires must adhere to the posted wages and hours listed on the posting. If changes need to be made to the posting, the superintendent must inform the Association and both parties must reach an agreement before the applicant can be hired.

L. Drivers may be paid up to two (2) hours for mandatory drug tests (2006). Employee must use a district vehicle (Suburban) if available in lieu of mileage.

M. Drivers may be paid for up to two (2) hours plus mileage for mandatory physical, Employee must use a district vehicle (Suburban) if available in lieu of mileage.

N. A training wage of $17.00 hour will be paid to drivers during the training process prior to successful completion of CDL certification.

O. Anyone who works as a sub or fill-in, in a different job classification would receive their classification pay instead of sub pay for hours worked in the alternate job classification.

Article 17: Miscellaneous Provisions

A. It shall be the responsibility of the Employer to provide the employee with proper application forms for applicable employee benefits and information concerning conditions of employment.

B. This Agreement shall supersede any rules, regulations or practices of the Board that are inconsistent with its terms and conditions.

C. If any provision of this Agreement is determined to be unlawful by a court or other tribunal of competent jurisdiction or becomes unlawful due to legislative enactment, such provision(s) or application(s) shall be deemed null and void to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

D. The Association and Board recognize that strikes and other forms of work stoppages by employees are contrary to law. The Association and Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not take part in any concerted activity such as a strike.

E. The Board agrees to provide uniforms (uniforms may include shirts, pants, boots, rain gear and coats, costs not to exceed $300 per person) for each maintenance and grounds employee each fiscal year. Cleaning and maintenance of uniforms will be the responsibility of the employee. Employees will be required to wear a uniform on the job and should not wear the uniform for non-work-related activities.

F. If the Board requires cooks to wear uniforms, the Board shall provide up to three (3) uniforms per year.

G. Unpaid days off exceeding five (5) days per year shall result in a prorated reduction in paid fringe benefits and paid time off allowances. Unpaid leaves of absence for purposes of this section, shall be those provided in Article 14.

H. A maintenance employee shall not be required to provide any tools, supplies, materials, and/or equipment necessary for him/her to complete his/her assigned duties. However, current policy whereby a maintenance employee provides his/her own hand tools will continue in effect. An employee is expected to take proper care of all tools and equipment provided by the school and may be held accountable for any tools or equipment damaged through misuse or abuse. Inappropriate, makeshift, damaged or faulty tools should be reported by the employee to his/her supervisor.

I. In the event a substantial change in an employee's work assignment, not interpreted as including a transfer, is made, the Administration agrees to notify the Association and provide the Association the opportunity to discuss said change with the Administration to work out any possible inequities.

J. For an employee not working during the summer, the Board shall endeavor to give at least thirty (30) days' notice to the employee of his/her starting date.

K. For any employee who gives at least thirty (30) calendar days' notice of his/her intent to irrevocably resign all employment rights with the Belding Area Schools, his/her unused accrued leave shall be redeemed as follows: If fifty or fewer days are accumulated on the last day of the employee's employment, twenty-five dollars ($25) for each day or portion thereof shall be paid to the employee. If more than fifty but fewer than one hundred days are accumulated on the last day of the employee's employment, thirty-five dollars ($35) for each day or portion thereof shall be paid to the employee. If more than one hundred days are accumulated on the last day of the employee's employment, forty-five dollars ($45) for each day or portion thereof shall be paid to the employee. This payment may be made as a non-elective employer contribution into a 403B program approved by the Board for those employees who will receive five hundred dollars ($500.00) or more. This payment will be paid by check subject to applicable taxation.

L. Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an emergency manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement. No grievances may be processed contesting actions taken by an emergency manager.

M. All relevant IEP accommodations, behavioral plans, and/or special transportation considerations shall be shared with bus drivers and bus aides.

Article 18: Insurance

A. The Employer's obligation under this Article is to remit premium payments on behalf of eligible and enrolled bargaining unit members for the plans specified. Disputes over coverage and claims shall be solely between the bargaining unit member and the insurance carrier, non-profit health care corporation, as is applicable.

B. Except as provided in Appendix C, each employee who works at least forty (40) hours per week and his/her eligible dependents shall be eligible for Board paid Plan A or Plan B. It is expressly understood that dual enrollment in hospitalization insurance, whether internal or external to the District, of an employee or eligible dependent is prohibited. Where the employee is enrolled in another hospitalization insurance plan through his/her spouse, the enrollment in insurance benefits for the employee is limited to Plan B dental, vision, life, and LTD insurance coverage.

WMHIP Simply Blue HAS Plan ($1350/$2700 in-network deductible)
Dental 80%/80%180% Class I, II and Ill, $1,000 annual maximum; 80% Class IV, $1,300 lifetime maximum; Riders for 2 cleanings and Adult Ortho included.

Vision

Life Insurance $20,000 w/ AD & D

The district shall provide a mutually agreed upon health insurance package in compliance with Public Act 152. The district shall pay the current hard cap amounts as determined by law. This annual employer paid amount shall adjust at the beginning of each medical benefit plan coverage year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

For example, the 2022-23 amounts are as follows:

Full Family $19,921.45
Two Party $15,276.01
Single $7304.51

The foregoing limits include costs (medical insurance premium, deductible amounts and taxes and fees) as defined by PA 152 of 2011 and 269 of 2013 for the above listed medical benefit plan.

C. All employees in the bargaining unit not eligible for Board paid insurance pursuant to B. above shall receive twenty thousand dollars ($20,000) worth of term life insurance.

D. Participation in any tax-deferred annuity shall be pursuant to a qualified Section 125 Plan adopted by the Board.

Article 19: Negotiation Procedures

A. The Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered by this Agreement and also with respect to any subject matter which was negotiated or raised in negotiations during the formation of the Agreement but upon which no agreement was reached at the time that the parties ratified and signed this Agreement.

B. The parties agree to enter into negotiations on a successor Agreement, upon request of either party, within sixty (60) days prior to the expiration date of this Agreement.

C. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of and restrictions imposed upon the District and Association. This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between the Association and District.

Article 20: Employer Support of Student Discipline and Employee Protection

A. Good order and discipline are necessary for effective education. While each bargaining unit member is responsible for maintaining such an atmosphere in each of his/her spaces, the Board recognizes that, through its administration, it will support its bargaining unit members in taking legally permissible actions to maintain proper order. Whenever it is evident a particular student cannot adhere to school policy, the district will convene a panel of the student's teacher(s), administrator(s), and specialized personnel to determine a course of action within 10 workdays. The student may be removed from the classroom until a meeting can take place with the parents and appropriate personnel, as determined by the building administrator and bargaining unit member.

B. Any case of physical or verbal assault upon an employee who is acting in an official school capacity shall be promptly reported to the Board through the Superintendent, or his/her designee. If an administrator is notified of any threats of physical violence made by students towards a bargaining unit member, that administrator shall notify the bargaining unit member about the threat as soon as possible. The Board shall provide all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.

C. The Board will reimburse employees for any loss, damage, or destruction of clothing or personal property, excluding money, of the employee as a result of a school-related incident while in the school or on the premises or while participating in a school-sponsored activity. Reimbursement is subject to insurance limits.

D. Whenever any group or individual brings charges against an employee, that employee reserves the right to due process in any investigation the district conducts in relation to said accusations. If it has been determined that the employee has not been at fault, time lost by an employee in connection with the disposition of any incident mentioned in this Section shall not be charged against the employee's leave days for the balance of the contract year during which the incident occurred.

E. Snap Suspension - A bargaining unit member has the right to remove a student from his/her space for one (1) day for certain conduct as specified in the Code of Conduct and in compliance with MI School Code, "Snap suspension" [MCL 380.1309]. The bargaining unit member is responsible for organizing a parent meeting as soon as possible and may include other appropriate personnel. In the event a bargaining unit member has removed a student nine (9) times, the student will then be entitled to the process for short- or long-term suspension, as defined by the Board.

F. The Association and Board agree it is the responsibility of both parties to assist in maintaining order in the building, one the school buses, during school sponsored events, and on school grounds. Bargaining unit employees and administrators will follow the District policy to respond to disruptive student behavior. Employees shall immediately report unsafe or unhealthy workplace conditions or tasks to the building principal or designee. Unresolved concerns will be referred to the Superintendent's Office. If the matter is not resolved, the employee may file a report with the appropriate government agency, as needed. Both parties agree to comply with State and Federal law when considering workplace safety issues and to consult on matters of classroom management and student discipline.

G. Where permitted by law (MCL 380.1309), a bargaining unit member may remove a pupil from one (1) class period when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation make the continued presence of the student in the classroom intolerable. In such cases, the bargaining unit member will furnish the principal, as promptly as their obligations will allow, full particulars of the incident in writing. As soon as possible the bargaining unit member shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the removal. Whenever practicable, a school counselor, school psychologist, or school social worker shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. This paragraph cannot be utilized to violate state and federal law pertaining to students with disabilities.

H. Any bargaining unit member may use reasonable physical force as is necessary on the person of any pupil in conformance with MCL 380.1312(4)(a)-(f), MCL 380.1307. Student discipline must comply with state and federal law and Board Policy.

I. Any assault upon a bargaining unit member during the performance of their duties shall be promptly reported to the building administrator and superintendent. The bargaining unit member may, through the Association, request legal assistance from the Board, if the student raises a criminal or civil claim against the bargaining unit member. This request shall be made to the Board, who determines, in its discretion, whether the conduct of the bargaining unit member involved justifies any assistance from the Board. The Board has total discretion in granting or not granting assistance. The Association agrees that all bargaining unit members shall observe Board approved and published rules respecting punishment of students as established by the Board or required by law.

J. To the extent permitted by law, any complaints directed toward a bargaining unit member shall be promptly call to the bargaining unit member's attention of the complaint is considered serious enough to note in the bargaining unit member's personnel file. As permitted by Section 423.505 of the Bullard-Plawecki Employee Right to Know Act 397 or 1978, the bargaining unit member may submit a written rebuttal regarding any material and the same shall be attached to the file copy of the material in question. The source of the complaint shall be identified.

K. In matters relating to the disciplining of students with disabilities, the Board of Education and bargaining unit employees shall abide by Federal and State laws regarding suspension and expulsion.

Article 21: Duration of Agreement

This Agreement shall be effective July 1, 2025 and shall continue in effect until the thirtieth day of June 30, 2028. This Agreement may be extended only by mutual written consent of the parties. In Witness Thereof, the parties have executed this Agreement by their duly authorized representatives.

For the District: _____ ITS Superintendent Date 7/31/2025

For the Association: _____ ITS President Date 7/31/2025
Tammi Richmond Treasurer 7/31/2025

Appendix A: Salary Schedule

2025-2026	Maint (6%)	Secretary (6%)	TransSec (6%)	Food Service (Para Wage Base $15)	PC Tech (6%)	Bus Aid (6%)	OfficePara (Base $15)	Parapro/ HCA Base $15	Enhanced Para/ ASD Room HCA (6%)	Bus Driver (6%)
1	$20.35	$16.40	$16.95	$15.00	$20.35	$15.71	$15.00	$15.00	$16.88	$21.04
2	$21.43	$17.70	$18.25	$15.21	$20.68	$16.39	$15.21	$15.21	$17.24	$21.60
3	$21.71	$19.05	$19.61	$15.80	$21.00	$17.07	$15.80	$15.80	$17.67	$22.05
4	$22.32	$19.74	$20.30	$16.33	$21.44	$18.81	$16.33	$16.33	$18.01	$22.71
10 ($.50)	$22.82	$20.24	$20.80	$16.83	$21.94	$19.31	$16.83	$16.83	$18.51	$23.21
15 ($.50)	$23.32	$20.74	$21.30	$17.33	$22.44	$19.81	$17.33	$17.33	$19.01	$23.71
20 ($.50)	$23.82	$21.24	$21.80	$17.83	$22.94	$20.31	$17.83	$17.83	$19.51	$24.21
25 ($.50)	$24.32	$21.74	$22.30	$18.33	$23.44	$20.81	$18.33	$18.33	$20.01	$24.71

2026-2027	Maint (4%)	Secretary (4%)	TransSec (4%)	Food Service (4%)	PC Tech (4%)	Bus Aid (4%)	OfficePara (4%)	Parapro/ HCA (4%)	Enhanced Para/ ASD Room HCA (4%)	Bus Driver (4%)
1	$21.16	$17.06	$17.63	$15.60	$21.16	$16.34	$15.60	$15.60	$17.56	$21.88
2	$22.29	$18.41	$18.98	$15.82	$21.51	$17.05	$15.82	$15.82	$17.93	$22.46
3	$22.58	$19.81	$20.39	$16.43	$21.84	$17.75	$16.43	$16.43	$18.38	$22.93
4	$23.21	$20.53	$21.11	$16.98	$22.30	$19.56	$16.98	$16.98	$18.73	$23.62
10 ($.50)	$23.71	$21.03	$21.61	$17.48	$22.80	$20.06	$17.48	$17.48	$19.23	$24.12
15 ($.50)	$24.21	$21.53	$22.11	$17.98	$23.30	$20.56	$17.98	$17.98	$19.73	$24.62
20 ($.50)	$24.71	$22.03	$22.61	$18.48	$23.80	$21.06	$18.48	$18.48	$20.23	$25.12
25 ($.50)	$25.21	$22.53	$23.11	$18.98	$24.30	$21.56	$18.98	$18.98	$20.73	$25.62

2027-2028	Maint (4%)	Secretary (4%)	TransSec (4%)	Food Service (4%)	PC Tech (4%)	Bus Aid (4%)	OfficePara (4%)	Parapro/ HCA (4%)	Enhanced Para/ ASD Room HCA (4%)	Bus Driver (4%)
1	$22.01	$17.74	$18.33	$16.22	$22.01	$16.99	$16.22	$16.22	$18.26	$22.76
2	$23.18	$19.14	$19.74	$16.45	$22.37	$17.73	$16.45	$16.45	$18.65	$23.36
3	$23.48	$20.60	$21.21	$17.09	$22.71	$18.46	$17.09	$17.09	$19.11	$23.85
4	$24.14	$21.35	$21.96	$17.66	$23.19	$20.34	$17.66	$17.66	$19.48	$24.56
10 ($.50)	$24.64	$21.85	$22.46	$18.16	$23.69	$20.84	$18.16	$18.16	$19.98	$25.06
15 ($.50)	$25.14	$22.35	$22.96	$18.66	$24.19	$21.34	$18.66	$18.66	$20.48	$25.56
20 ($.50)	$25.64	$22.85	$23.46	$19.16	$24.69	$21.84	$19.16	$19.16	$20.98	$26.06
25 ($.50)	$26.14	$23.35	$23.96	$19.66	$25.19	$22.34	$19.66	$19.66	$21.48	$26.56

All employees will receive steps for each of the three school years.

1. Each step shall represent one (1) calendar year of employment in the classification. Advancement shall be on the anniversary of the employee's last hire-in date.
2. $.50/hr. added for longevity after 10 years of consecutive service.
   $.50/hr. added for longevity after 15 years of consecutive service.
   $.50/hr. added for longevity after 20 years of consecutive service.
   $.50/hr. added for longevity after 25 years of consecutive service.
3. It is the intent of the Belding Area Schools to avoid overtime in all job assignments. All paid time (holiday, sick time, and Act of God days) is to be considered part of forty (40) hours when computing overtime pay.
4. Drivers, Bus Aids, and Paraprofessionals with outdoor duties, such as recess, will be provided $125 for clothing allowance for a coat and/or boots once every other year.