

**June 30, 2020 through June 30, 2024**

**MASTER AGREEMENT**

**between**

**BERRIEN SPRINGS SUPPORT PERSONNEL ASSOCIATION**

**and**

**THE BOARD OF EDUCATION  
BERRIEN SPRINGS PUBLIC SCHOOLS**

TABLE OF CONTENTS

PAGE

ARTICLE 1 RECOGNITION ..... 5

ARTICLE 2 DISTRICT RIGHTS ..... 6

ARTICLE 3 BSSPA RIGHTS ..... 7

ARTICLE 4 WORKING CONDITIONS ..... 8

ARTICLE 5 BSSPA MEMBER RIGHTS & PROTECTION ..... 10

ARTICLE 6 VACANCIES ..... 11

ARTICLE 7 SENIORITY ..... 12

ARTICLE 8 LAYOFF AND RECALL ..... 13

ARTICLE 9 JOB DESCRIPTION AND CLASSIFICATION ..... 14

ARTICLE 10 OVERTIME ..... 14

ARTICLE 11 PAID LEAVE DAYS ..... 15

ARTICLE 12 LEAVE OF ABSENCE ..... 16

ARTICLE 13 PAID HOLIDAYS..... 18

ARTICLE 14 VACATIONS..... 18

ARTICLE 15 EMPLOYEE EVALUATION ..... 19

ARTICLE 16 GRIEVANCE PROCEDURE ..... 20

ARTICLE 17 EXTERNALLY FUNDED PROGRAMS ..... 22

ARTICLE 18 GENERAL PROVISION ..... 22

ARTICLE 19 PROFESSIONAL DEVELOPMENT ..... 25

ARTICLE 20 ENTIRE AGREEMENT ..... 25

ARTICLE 21 NO STRIKE/NO LOCKOUT ..... 25

ARTICLE 22 SEPARABILITY ..... 25

ARTICLE 23 DURATION ..... 26

SCHEDULE A: PAID HOLIDAYS ..... 27

SCHEDULE B: FRINGE BENEFITS..... 28

SCHEDULE C: SALARY SCHEDULE ..... 30

LONGEVITY SCHEDULE ..... 33

WAGE SCHEDULE ..... 31

## **AGREEMENT**

This Master Contract entered into by and between the Board of Education of the Berrien Springs Public Schools, herein called the "District," and the Berrien Springs Support Personnel Association (MEA/NEA), herein called the "BSSPA."

The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the BSSPA as defined in the recognition clause.

## **PURPOSE**

This Agreement is negotiated pursuant to the Public Employment Relations Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

The District and the BSSPA recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the District, Bargaining Unit Members and the BSSPA. The District and the BSSPA further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the District; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

The parties agree that their undertakings in this Agreement are mutual. Any previously established practices, rule or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

**ARTICLE 1 - RECOGNITION**

- 1.1 The District hereby recognizes the BSSPA as the exclusive representative for all full-time and part-time employees in the following classifications: classroom paraprofessionals and secretaries. Also, unless otherwise indicated, use of the term "Bargaining Unit Member" when used hereafter in the Agreement shall refer to all members of the above defined classifications as well as the following:
- 1.1.1 Full-time: A bargaining unit member who is employed at least thirty (30) hours per week.
  - 1.1.2 Part-time: A bargaining unit member who is employed less than thirty (30) hours per week.
  - 1.1.3 School year bargaining unit member: A member whose employment generally follows the school calendar and less than twelve (12) months per year.
  - 1.1.4 Full-year bargaining Unit Member: A member employed on a twelve (12) month basis.
- 1.2 The BSSPA agrees that during the term of this agreement it will not attempt to accrete to the bargaining unit positions which are excluded from the bargaining unit. Excluded from the bargaining unit are the accounts payable clerk, bookkeeper, payroll clerk, secretary to the superintendent, governmental clerk, the transportation supervisor, transportation unit employees, grounds employees, alternative education paraprofessionals employed after ratification of the 2014-2016 agreement, the food service unit employees, the food service supervisor, the buildings and grounds director and the following:
- 1.2.1 Seasonal Employees: Those employees used to perform seasonal work during times of the year when school is not in session.
  - 1.2.2 Temporary Employees: Employees who work less than twenty (20) hours per week and are not normally regularly scheduled. These employees hired from time to time during emergency situations and/or to perform work as normally performed by BSSPA members. Said employees shall not be used to replace regularly scheduled hours or overtime normally assigned to regular employees, unless said work is refused by the BSSPA members.
  - 1.2.3 Co-op Students: Co-op students are student learners that are placed in positions in the school district for related on-the-job training and shall receive compensation but shall not be covered by this Agreement.
  - 1.2.4 High School Students: High School students may perform related work as to classifications recognized in the BSSPA for compensation/credit/volunteer experiences but shall not be covered by this Agreement.
  - 1.2.5 Short-term Substitutes: Those individuals that perform services recognized in the Agreement on an infrequent or as-needed basis shall not be covered by this Agreement.
  - 1.2.6 Long-term Substitutes: Those individuals employed to fill a full-time or part-time position, for a period of sixty (60) days or more, while the regular BSSPA member is absent or on approved leave.
  - 1.2.7 Probationary Employees: Employees that are on the sixty (60) day probationary period are excluded as a BSSPA member. Once the probationary period is completed, bargaining unit status is acknowledged.

1.2.8 Day Care Aides: All aides employed in the Day Care Program.

**ARTICLE 2 - DISTRICT RIGHTS**

2.1

The BSSPA recognizes and agrees that, except as specifically limited or abrogated by the terms and provisions of this Agreement, or by law, all rights to manage the operations of the school district and to direct and supervise the employees who come within the jurisdiction of this Agreement, are solely and exclusively vested in the Board. This agreement shall not limit the Board's rights regarding matters which are statutory rights of the school district and prohibited subjects of bargaining under the public employment relations act.

2.1.1 The Board shall manage and control the school's business equipment, the operations and direct the working forces and affairs of the employer.

2.1.2 The Board shall have the right of assignment and direction of work of employees, determine the shifts and hours and scheduling of employees, except as specifically provided for in this Agreement.

2.1.3 The Board shall have the right to direct the working forces, including the right to hire, promote and determine the size of the work force.

2.1.4 The Board shall determine the services, supplies and equipment necessary to continue its operations and to determine the methods and processes of carrying on the work, including automation thereof or changes therein, the instruction of new and/or improved methods of changes therein.

2.1.5 Employees are required to conform with reasonable rules, regulations and directives adopted by the Board or its representatives not in conflict with this Agreement, provided that employees may reasonably refuse to carry out an order which poses an immediate threat to the employee's health and safety. Rules and regulations affecting an employee will be issued in writing.

2.1.6 The Board shall determine the qualifications stated within the job descriptions, applicants for those positions and of the employees.

2.1.7 The Board shall determine the location of its facilities, including the establishment or relocation of new schools, departments, divisions or subdivisions, buildings or other facilities.

2.1.8 The Board shall determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

2.1.9 The Board shall determine the financial policies and accounting procedures used in the District.

2.1.10 The Board shall determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

2.1.11 The Board shall determine the policy affecting the selection, testing or training of employees, as provided for by the provisions of this Agreement.

### **ARTICLE 3 - BSSPA RIGHTS**

- 3.1 Pursuant to applicable Michigan statutes, the parties hereby agree that bargaining unit members shall have the right to freely organize, join and support the BSSPA for the purpose of engaging in collective bargaining or to decline such rights. The parties will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the laws of the State of Michigan, including PERA, as well as federal laws and the Constitution of the State of Michigan and the United States.
- 3.2 Non-discrimination: The parties will not discriminate based on union status or a protected class against any bargaining unit member with respect to hours, wages or any term or condition of employment by reason of membership or non-membership in the BSSPA.
- 3.3 Both the Board and the Association agree to obey all laws and honor all rights accorded to the employees of the school district, as well as members of the bargaining unit. Further, notwithstanding any provisions of this Agreement, the employer shall be given the authority to take whatever action is necessary to comply with the requirements of the Americans with Disabilities Act and other laws if the same shall be in conflict with any provisions of this contract. Except, however, prior to taking action to comply with the requirements of state or federal law, where a bargaining unit member must be involuntarily transferred and more than one bargaining unit member can be transferred to satisfy the accommodation, then the least senior bargaining unit member shall be transferred. An involuntarily transferred employee shall have the rights afforded in Article 6. If an involuntary transfer must occur to comply with the requirements it is acknowledged by the parties that compliance will constitute just cause. If a layoff must occur pursuant to the above, layoffs shall be in accordance with the provisions of this Agreement consistent with state and federal law.
- 3.4 The BSSPA and its members may use the school facilities at reasonable times and hours for meetings concerning BSSPA matters as long as it does not interfere with job responsibilities and operations and when such buildings are available. The request for room usage must be made following the policy established for building or facility usage. The BSSPA shall have the right to use the inter-school mail system to send union related notices and other union related information to members.
- 3.4.1 The BSSPA, as the legal representative of employees within the bargaining unit described in this Agreement, shall have the right to and/or have access to Board facilities and equipment, such as audio visual equipment at reasonable times when such equipment is not otherwise in use. The BSSPA shall pay for the reasonable cost of all materials and supplies incidental to such use. There shall be no expectation of privacy.
- 3.5 The BSSPA shall have the right to post notices of activities and matters of BSSPA concern on designated existing bulletin boards, at least one of which shall be provided in each building or facility to which bargaining unit members may be assigned.
- 3.6 The Board agrees to make available to the BSSPA, in response to reasonable requests, public information concerning its financial resources and expenditures, including, but not limited to: annual financial reports and audits; names, addresses, seniority, and experience credit of all bargaining unit members up to three (3) years; compensation paid thereto and educational background up to three(3) years; all public budgetary information and allocations; agendas, minutes, and reports of or to all public Board meetings; census and membership data; and such other public information, and that information allowed by PERA as will assist the BSSPA in developing intelligent, accurate, informed, and constructive programs or proposals on

behalf of bargaining unit members, together with information which the BSSPA may require to process any grievance or complaint.

- 3.7 The rights granted herein to the BSSPA shall not be granted or extended to any competing labor organization.
- 3.8 It is understood that the members of the bargaining unit set forth in the foregoing recognition clause have the responsibility for performing duties normally associated with those positions in the Association. These duties shall be assigned only to a person who is or will become a member of the bargaining unit represented by the BSSPA.
- 3.9 The employer shall grant the BSSPA a total of ten (10) paid leave days, per school year, for the use of its representatives to conduct BSSPA business or participate in MEA/NEA or local BSSPA activities. The BSSPA president shall notify the Superintendent and arrange for the mutually agreed upon date of leave. This notification shall be made forty eight (48) hours prior to the desired leave date, except in cases of emergency. The Superintendent shall notify the employee's supervisor concerning the leave day(s). The BSSPA shall reimburse the District for any substitute costs associated with the leave day(s). BSSPA business days shall not be accumulated from year to year. The Association will reimburse the Board for any substitute costs relating to Association days and ORS required reimbursement for retirement. The pay associated with the leave is non-reportable per ORS Guidance.
- 3.10 The BSSPA representatives may investigate complaints and/or handle grievances or negotiations during the work day (lunch/break time) as long as this does not interfere with their regularly scheduled work. A waiver of this stipulation may be obtained from the superintendent or his designee.
- 3.11 The Board shall notify the Association President, on a monthly basis, of each new hire, classification change, change in job status, or termination.

#### **ARTICLE 4 - WORKING CONDITIONS**

- 4.1 Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. The Board shall provide access to adequate rest areas, lounges and restrooms for the bargaining unit members' use.
- 4.2 The Board shall reasonably support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work area.
- 4.3 Bargaining unit members may use reasonable physical force, as per state law, with a student as is necessary to protect themselves, a fellow bargaining unit member, teacher, an administrator, or other student from attack, physical abuse or injury or to prevent damage to district property.
- 4.4 Bargaining unit members shall dispense and administer medications as per Board Policy and District Guidelines. Appropriate in-service shall be provided by the District to assist the employee in performing this duty and appropriate in-service will be made available by the district in the administration of emergency first aid. First aid training may take place during a bargaining unit member's regular work hours, however, if the training is outside the scope of the regular work day, the employee will be paid, including possible overtime per the overtime guidance.



- 4.5 Bargaining unit members shall be responsible to their immediate supervisor and the building administrator. In the event the building administrator or immediate supervisor is unavailable, a bargaining unit member is then responsible to the individual designated by the building administrator and the prevailing order of the "chain of command." In the absence of a building supervisor or designee, the bargaining unit member shall not be held responsible for the administration or supervision of the building.
- 4.6 No BSSPA member shall be a working supervisor.
- 4.6.1 Classroom paraprofessionals typically may not be used as substitutes for absent teachers. A teacher may be temporarily (a maximum of 15 minutes) away from the room and the paraprofessional may be in the classroom alone as a paraprofessional with children. Classroom professionals who wish to sub, and are qualified, can be utilized as substitute teachers and will be paid their regular rate of pay with an additional \$5 per hour for the times they are substituting in a classroom.
- 4.6.2 Secretaries shall not be left in charge of a building in the absence of the building principal.
- 4.7 The Board shall provide, without cost to the BSSPA member, the following:
- 4.7.1 Approved first aid kits and materials in all work areas.
- 4.7.2 Access or availability to adequate and approved safety equipment including, but not limited to: safety glasses, goggles, and shields, as appropriate for the assigned personnel.
- 4.7.3 Notary public fees for one secretary for each building providing a notary public is required by the Board to serve in the building for district business only.
- 4.7.4 Notary bonds for one secretary per building will be in the amount of \$10,000.
- 4.8 BSSPA members shall be reimbursed, per Board Policy, at the current IRS rate for mileage while conducting work-related business in their own vehicle.
- 4.9 Upon prior approval from the superintendent, a BSSPA member may take a course or in-service training for the purpose of upgrading work skills, and if the training is outside the scope of the regular work day, the employee will be paid, including possible overtime per the overtime guidance.
- 4.10 Testing of BSSPA members may be required by the Board concluding any training received by the BSSPA member. If the training does not meet the Board's standards, additional training may be required of the bargaining unit member.
- 4.11 Testing of entry level skills may be required by the Board.

#### **ARTICLE 5 - BSSPA MEMBER RIGHTS & PROTECTION**

- 5.1 The BSSPA bargaining unit member may be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member, or lack thereof, shall be grounds for unlawful discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member generally is not within the appropriate concern or attention of the Board, so long as it does not endanger or directly affect other employees or students or the bargaining unit member's job performance.

- 5.2 No BSSPA bargaining unit member shall be disciplined without just cause as per Board of Education Policy. The term "discipline" as used in this Agreement includes warning, reprimands, suspensions with or without pay, reductions in rank, compensation or occupational advantage, discharge, or other actions of a disciplinary nature. Any such discipline shall be subject to the grievance procedure hereinafter set forth. The specific grounds for disciplinary action shall be presented in writing to the bargaining unit member and the BSSPA in a timely manner.
- 5.3 A BSSPA bargaining unit member shall be entitled to have a representative of the BSSPA present during any meeting which will or may lead to disciplinary action by the Board. When a request for such representation is made, the meeting may be delayed until a representative is available for a period up to 24 hours. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the Board of the right to representation under this provision of the Agreement.
- 5.4 A BSSPA bargaining unit member will have the right to review the contents of their "personal records" within the meaning of Bullard Plawecki originating after initial employment and to have a representative of the BSSPA accompany him in such review unless the public records were privileged.
- 5.5 No materials, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a BSSPA member's personnel file unless the BSSPA member has had an opportunity to review the material. No complaint or disciplinary materials will be placed into a bargaining unit member's personnel file without notification. The BSSPA member may subject a written notation or reply regarding any material, including complaints and the same shall be attached to the file copy of the material in question up to a limit of five (5) pages of 8 ½ x 11 inch paper. When material is to be placed in a BSSPA member's file, the affected BSSPA member shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the contents of the material.
- 5.6 In the event a BSSPA member is terminated, the District shall advise, in writing, the employee of the specific reason(s). Notification to the BSSPA regarding this termination shall be provided.

#### **ARTICLE 6 - VACANCIES**

- 6.1 A vacancy shall be defined as a newly created position or a vacant position which has been authorized by the Board to be filled.
- 6.2 All vacancies shall be posted online. Said posting shall contain the following information:
- 6.2.1 Type of work
  - 6.2.2 Starting date
  - 6.2.3 Hours to be worked
  - 6.2.4 Minimum qualifications
  - 6.2.5 Rate of pay
  - 6.2.6 Classification
- 6.3 The Board shall make known its decision as to which applicant, if any, has been selected to fill a posted position. Each applicant shall be so notified in writing.

- 6.4 The reassignment of BSSPA personnel may be postponed, at the district's option, until the end of a school year. In such instances, substitutes shall be utilized to temporarily fill the position.
- 6.5 The parties agree that involuntary transfers of BSSPA members are to be based on qualifications or disciplinary or business reasons.
- 6.6 Any BSSPA member who temporarily (less than a full-day and not on a regularly scheduled basis) assumes the duties of another BSSPA member, shall be paid at his current rate. Any BSSPA member that works beyond the temporary limits shall be paid at the base rate for that classification of duties, if that rate is greater than his own rate. A BSSPA member's pay shall not be reduced as the result of any temporary change in duties.
- 6.7 BSSPA members shall not be placed on a lower step wage due to an involuntary transfer for the first six (6) months. After six (6) months, salary adjustments appropriate to the classification shall be made with regard to rate and experience.
- 6.8 Voluntary transfers shall be treated as placement in the classification as to experience and the corresponding monetary rate.
- 6.9 Library Media Aide supervision cannot be counted as instructional time unless allowed by state law.

#### **ARTICLE 7 - SENIORITY**

- 7.1 Seniority shall be defined as the length of continuous service to the District within the respective classifications from the employee's last date of hire. Seniority shall accrue and shall be applied within the following classifications:
- 7.1.1 Secretarial  
7.1.2 Classroom paraprofessionals
- 7.2 In the event that more than one individual BSSPA member has the same starting date of work, position on the seniority list shall be determined by drawing lots.
- 7.3 Seniority shall not be lost while on layoff, on unpaid personal illness leave, and/or unpaid personal leave.
- 7.4 For the purpose of reduction in personnel, layoff, and recall, an employee who accepts a position in another classification will not lose seniority accrued in his/her prior classification.
- 7.5 Part-time BSSPA members shall accrue seniority on a pro-rated basis.
- 7.6 Probationary employees shall not be entitled to insurance benefits, leave days and holidays.
- 7.7 Each newly-hired employee shall serve a sixty (60) work day probationary. There shall be no seniority granted to probationary employees. In the event a probationary employee is absent, the probationary period shall be extended equal to the time the employee is absent. If the employee is absent due to worker's compensation, participation in required Michigan and/or US military activities, funeral or bereavement, jury duty and days off due to inclement weather, the time not to exceed five (5) days, will not extend the time required to move to Step 1 of the Salary schedule.

- 7.8 Seniority shall be lost by a BSSPA member upon termination, resignation, or retirement. Transfer to a non-union position within the school district shall freeze your seniority. Time worked outside of the bargaining unit shall not be considered in any way for seniority purposes if the employee returns to a bargaining unit position.
- 7.9 The Board shall prepare, maintain and post the seniority list. A copy of the seniority list and subsequent revisions shall be furnished to the BSSPA, within thirty (30) days of ratification of this Master Agreement and posted no later than October 1 of each year. The union, within 15 duty days of the posting of the list, will submit any questions or objections to the Board. Once the Union and the Board have agreed on seniority date questions or objections, the list shall be final.
- 7.10 Any employee unable to perform his assigned duties due to a physical incapacitation may be reassigned, by the Board, to a position that he qualifies for and can perform without limitations.

#### **ARTICLE 8 - LAYOFF, RECALL, AND REDUCTION IN HOURS**

- 8.1 Layoff shall be defined as a necessary reduction in force beyond normal attrition due to a lack of funds sufficient to avoid such reduction or other factors such as elimination or cancellation of programs or closing of buildings or offices. Ten (10) days prior to notifying individuals of layoff, the Association President shall be notified. "Days" in this case shall mean calendar days. "Notified" shall mean an email, personal service or mailing notice by first class mail with postage prepaid to the last known address of the President or via school mail if the President is working and not on a recognized leave of absence.
- 8.2 No BSSPA member shall be laid off pursuant to a necessary reduction in the work force unless said BSSPA member shall have been notified of said layoff at least forty-five (45) calendar days prior to the effective date of layoff, except in cases of emergency as determined by the Board.
- 8.3 In the event of layoff pursuant to a necessary reduction in work force, the employer shall first lay off "ineffective" or "minimally effective" rating employees, then the least senior employees in the affected classification. In no case shall a new employee be employed by the Board while there are laid off employees who are qualified for a vacant or newly-created position, provided the laid off employer's most recent performance evaluation rating was "effective" or higher.
- 8.4 Laid off BSSPA members may continue their health, dental, and life insurance benefits (as per COBRA) by paying the regular monthly per subscriber group rate premium for such benefits. Time spent on layoff shall not be counted for the purposes of determining vacation time, advancement on the wage scale, longevity and accrual of other benefits. However, at the employees option, the employee may extend the effective date of layoff by making use of accrued vacation or compensatory time.
- 8.5 Assuming a laid off BSSPA member is qualified and certified, they shall be recalled in order of "effectiveness" as reflected in their most recent performance evaluation. If there is a tie, the most senior will be recalled first, to any position in the classification for which they are qualified and have seniority.
- 8.6 Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the BSSPA member is to report back to work. It shall be the BSSPA member's responsibility to keep the employer notified as to his current mailing address.

- 8.7 A recalled BSSPA member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work, providing the BSSPA member reports within the five (5) day period.
- 8.8 BSSPA members recalled to full-time work or to a position equivalent to the number of hours previously worked, for which they are qualified, are obligated to take said work. A BSSPA member who declines recall to full-time work or a position with equivalent number of hours to the previous position for which he/she is qualified, shall forfeit his/her seniority rights.
- 8.9 For the purpose of this Article, "qualified" shall be as defined in the job description and the job posting.
- 8.10 Employees on layoff shall retain their rights to recall for a period of one (1) year. Any employee on layoff for more than one (1) year shall lose his seniority and any further rights under this Agreement. The laid off employee is responsible to contact the Central Office, in writing, by June 30 of each year. This notification shall include current address and statement of availability. Failure of notification results in loss of any further rights under this Agreement.

**ARTICLE 9 - JOB DESCRIPTION AND CLASSIFICATION**

- 9.1 The Board may develop any new employee classifications and/or job descriptions for this bargaining unit. The working hours, wages and working conditions for those new classifications and/or job descriptions are subject to negotiations with the Association. These new job descriptions shall not be a segment of the Master Agreement.
- 9.2 The job description shall include, at a minimum:
  - 9.2.1 Job title and description
  - 9.2.2 Minimum requirements
  - 9.2.3 A specific listing of essential job functions

**ARTICLE 10 - OVERTIME**

- 10.1 Time and one-half shall be paid for all hours worked over eight (8) hours in one day or forty (40) hours in one week and all hours worked on Saturdays. Paid holidays, vacation days and other paid leave shall not count as hours worked.
- 10.2 Time and one-half shall be paid for all hours worked on Sunday and holidays. In case of holidays, this will be in addition to holiday pay if the BSSPA member is entitled to holiday pay for that day.
- 10.3 Compensatory time off may be given instead of overtime pay if mutually agreeable to the employer and the bargaining unit member. Such compensatory time shall be at time and one-half and limited to the equivalent of five (5) full days per year, excluding compensatory time earned during act of God days, that the district is closed during the instruction days that are forgiven by the State of Michigan.

## **ARTICLE 11 - PAID LEAVE DAYS**

- 11.1 Each employee, except those on unpaid leave of absence or layoff, shall be granted ten (10) sick leave days at the beginning of each school year for ten (10) month employees; and twelve (12) days for 12 month employees. The days may be used for all reasons identified in the Michigan Paid Medical Leave Act (PMLA). Unused days may accumulate to a maximum of ninety (90) days.
- 11.2 Each employee who has an accumulation of ninety (90) days, on June 30 of any given year, and does not use the full allotment earned the following year will be paid \$25 per unused day earned that year. Payment will be made on the first pay day during the following month of December. Accumulated sick leave days may be utilized for the following purposes:
- 11.2.1 Illness of the employee.
- 11.2.2 Illness of children and spouse.
- 11.2.3 Personal Leave - Personal leave is defined and restricted to conducting activities which cannot be scheduled outside of working hours. Such days shall not be permitted, by way of illustration, for recreational pursuits or seeking other employment. Use of personal leave shall be limited to two (2) days per year unless the employee's supervisor and superintendent of schools approve additional days.
- 11.3 Any employee with three (3) continuous days of sick leave must submit a doctor's note/release form prior to returning to work.
- 11.4 Any employee whose personal illness extends beyond the time compensated under 11.1 shall be placed on an unpaid leave for a period not to exceed one (1) year. At the end of one (1) year, the employee shall submit a doctor's statement regarding his condition for returning to work. If the employee isn't able to work, the employer shall post the position.
- 11.5 If an employee is absent due to injury or illness incurred in the course of the BSSPA member's employment, the bargaining unit member may not use accumulated sick leave if receiving paid leave benefits, under the Michigan Workers' Compensation Act, results in net take home pay greater than their regular take home pay amount.
- 11.6 Any employee who is a member of a branch of the Armed Forces Reserve or the National Guard shall be allowed to participate in required activities. The activities must be documented with official notice from the respective branch of service, consistent with Federal Law. The employee shall accrue seniority while on leave and shall be paid the difference between the employee's regular pay and any pay received from the military up to a maximum of ten (10) days pay per school year.
- 11.7 Up to three (3) days may be authorized for funeral and bereavement in the immediate family. Immediate family shall be defined as spouse, child, parent, grandchild, grandparents, grandparents-in-law, brothers, sisters, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter in law and son-in-law. This time may be extended with the approval of the Superintendent.
- 11.8 Employees required to report for jury duty during working hours shall be released with pay provided they turn over to the District any earnings (excluding mileage) received for said duty.

**ARTICLE 12 - LEAVE OF ABSENCE**

- 12.1 An employee may be granted a leave of absence for personal reasons without pay and shall maintain but not accrue seniority, provided he obtains advanced written permission from the District. Advanced application shall be made by the employee thirty (30) days prior to the desired date of leave.
- 12.2 Leaves of absence shall not be granted for the purpose of enabling the employee to work for another employer or to engage in any form of self-employment. Any employee who obtains a leave of absence by misrepresenting the purposes thereof, shall be discharged.
- 12.3 An employee returning from a leave of six (6) months or less shall be reinstated in the same or similar position held when the leave began. An employee returning from a longer leave of absence (over six (6) months) shall be placed in the first vacancy for which he is qualified. Written notification of intent to return to work must be received thirty (30) days prior to the anticipated return date.
- 12.4 No salary increment credit shall be earned during an unpaid leave and no fringe benefits shall be paid by the District. During an unpaid leave of absence, the Employee shall, subject to the terms of the carrier, be permitted to pay his/her own fringe benefits through the Central Office.
- 12.5 Maternity/Paternity: The Board shall grant to any employee, on request, a leave of absence for the purpose of child birth. The request must be in writing thirty (30) days prior to the desired leave date. The following are also applicable to maternity/paternity leave:
- 12.5.1 Salary shall not be paid during the leave periods.
- 12.5.2 Fringe benefits shall cease unless the employee elects to continue the insurance coverage at their own expense.
- 12.5.3 The employee shall be allowed sick leave pay to the limit of days accumulated upon the beginning of the leave and continuing either until the amount accumulated is exhausted or the employee, in the opinion of their physician, is able to resume their employment duties.
- 12.5.4 Failure to return from maternity/paternity leave on the date specified in said leave without prior notice shall be considered a resignation unless an extension is granted by the Board of Education.
- 12.6 Adoption/Foster Care Leave: A leave of absence without pay or benefits for up to one (1) year, upon application, shall be granted to any employee for the purpose of child care related to adoption or foster care of a dependent child. Said leave requests shall include a statement from the attending physician indicating the anticipated date of birth of the child, where applicable and as to the stipulations of Article 12.1. The actual day when the leave begins may vary from the original date requested depending on the day the employee officially becomes a parent or foster parent or receives notice from the adoption agency to take custody of the child or from the birth of the child. Any variation in the stated leave date notice shall require immediate notification by the employee to the Assistant Superintendent/ Superintendent.
- 12.7 Pursuant to the Family and Medical Leave Act of 1993, as amended, the employer and employees shall abide by the provisions of the Act and shall provide leave for the following situations:
- 12.7.1 Birth, adoption, or foster care placement or an employee's child;

12.7.2 Serious health condition of an employee's spouse, child or parent;

12.7.3 The employee's own serious health condition;

All leave shall be granted to eligible bargaining unit members in accordance with the provisions of federal law. The leave year shall be calculated on a rolling backward basis unless otherwise required by law. An employee requesting leave under the Act must do so in accordance with the Act.

To be eligible for up to twelve (12) weeks of Family Medical Leave Act, the employee must have worked at least 1250 hours in the previous twelve (12) months. The employee may use their earned paid leave time, under the conditions outlined in this Agreement, as part of Family Medical Leave Act leave. If the employee voluntarily fails to return to work, the employee shall within thirty (30) days reimburse the employer the cost of health insurance premiums paid by the employer. The beginning date of the Family Medical Leave shall be the first day of the employee absence which resulted in continuous absences thereafter.

This family and medical leave section is concurrent leave, and this section is not intended to interfere with the use of any other leave provision within this article. Any employee who wishes to request a Family and Medical Leave will be granted such leave of absence in accordance with federal requirements.

12.8 If a bargaining unit member becomes temporarily disabled, including disabilities under the Michigan Worker's Compensation Act, the bargaining unit member may use accumulated sick leave days not to exceed his/her regular pay. Upon the expiration of the sick leave days for workers compensation disabilities or at any time during other disabilities, the bargaining unit member shall be granted a disability leave of absence without pay or benefits for a period not to exceed two calendar years providing certification from a medical doctor supports the necessity for such leave. A second opinion may be requested and received from a doctor selected by the Board. The employee will make himself/herself available for the examination. The examination will be paid for by the Board.

#### **ARTICLE 13 - PAID HOLIDAYS**

13.1 For the purpose of this Article, the term "day" shall be defined as the number of hours the employee is regularly scheduled to work per day. Should the holiday fall on a Saturday, Friday will be off with pay except when school is in session on Friday the employee shall receive holiday pay for Saturday but shall not have time off. When a holiday falls on Sunday, Monday will be off with pay except when school is in session on Monday the employee shall receive holiday pay for Sunday but shall not have time off. All of the above are eligible days as stated in Schedule A.

13.2 An employee must work the entire last regularly scheduled work day preceding and following the holiday in order to receive holiday pay except the above requirement will be waived if the employee is on an approved leave with pay on the work day prior to and following the holiday.

13.3 School year and fifty two (52) week employees shall receive paid holidays as per Schedule A.

13.4 In the event a holiday falls during an approved vacation, the employee shall receive holiday pay.



**ARTICLE 14 - VACATIONS**

- 14.1 Vacation time may be used by the employees at times to the employee's choosing, subject only to the following conditions.
- 14.1.1 Where more than one employee requests the same vacation date(s) and work schedule demands prohibit all requesting employees from being absent, the employee with greatest seniority shall be granted his request.
- 14.1.2 Employee requests for vacation time two (2) weeks prior to the start of school in the fall shall be at the discretion of the administration.
- 14.1.3 Vacation requests shall be submitted to the supervisor thirty (30) days prior to the period of time requested, except in an emergency.
- 14.2 An employee starting work during the fiscal year shall have their vacation days prorated for the time accumulated throughout the remaining year. The vacation days accumulated shall not exceed five (5) days.
- 14.3 Fifty-two (52) week employees service years and vacations shall be as follows:
- 14.3.1 Tier 1 Employees - Employees who became members of the bargaining unit after ratification of 2010-11 contract  
One (1) year = Five (5) days  
Two (2) thru Five (5) years = Ten (10) days  
Six (6) thru Nine (9) years = Twelve (12) days  
Ten (10) years = Fifteen (15) days
- 14.3.2 Tier 2 Employees - Employees who became members of the bargaining unit prior to ratification of the 2010-11 contract\*  
Eight (8) years = Fifteen (15) days  
Eleven (11) years = Sixteen (16) days  
Twelve (12) years = Seventeen (17) days  
Thirteen (13) years = Eighteen (18) days  
Fourteen (14) years = Nineteen (19) days  
Fifteen (15) years = Twenty (20) days  
\* For employees hired prior to the 2010-2011 school year, all years of service (including service in less than 52 week positions) shall be counted for purposes of determining placement on this schedule.
- 14.3.2.1 School year secretaries and elementary library paraprofessionals with 5 years of B.S.P.S. experience, as of June 30, 1997, will receive five (5) vacation days pay (no time off) payable the first pay during the following December.
- 14.4 If any employee requests more than one (1) week vacation at a time during the school year, he shall be required to obtain his supervisor's approval.
- 14.5 No vacation pay shall be allowed unless the vacation is taken or upon termination.
- 14.6 Each employee eligible and when using vacation days shall be paid at their normal rate of pay for their normal hours of employment.
- 14.7 The supervisor shall be required to approve vacation days requested so that no unused vacation days shall exist at the end of the fiscal year. No advanced days shall be given.

## **ARTICLE 15 - EMPLOYEE EVALUATION**

- 15.1 All monitoring or observation of the work of each BSSPA member shall be conducted in person, over a period of time and with the full knowledge of the BSSPA member. The BSSPA member cannot refuse to be observed or evaluated. Any unsatisfactory observation shall be made known to the BSSPA member, in writing, within five (5) days.
- 15.2 The BSSPA member shall be apprised of the specific criteria, in writing, upon which he will be evaluated by the beginning of the school year or at his hire date. Also, the supervisor shall review the evaluation instrument with the employee at this time.
- 15.3 All evaluations shall be in writing and reviewed by the employee and supervisor prior to May 1 for school year employees and June 1 for full year employees.
- 15.4 In the event the BSSPA member feels his evaluation is incomplete or unjust, he may state his objections, in writing, and attach said objections with his evaluation. The employee's signature on the evaluation denotes the fact that a review of the evaluation was conducted. The employee is required to sign the evaluation after the review.
- 15.5 Evaluations shall be based on the sum total of the supervisor's observations and will include areas of strength and weakness; provide suggestions for improvement. If a supervisor believes a BSSPA member is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the BSSPA member is to improve, and of the assistance to be given by the District towards that improvement.
- 15.6 All written evaluations shall be placed in the BSSPA member's personnel file.
- 15.7 Each employee's evaluation shall include at the conclusion of the report the statement: "considering all factors, the work performance of the employee is "ineffective," "minimally effective," "effective," or "highly effective."

## **ARTICLE 16 - GRIEVANCE PROCEDURE**

- 16.1 Any unit member, group of bargaining unit members or the BSSPA, believing that there has been a violation, misinterpretation or misapplication of any express provision of this Agreement, may file a grievance with the Board through its representative. The Board, hereby designates as its representative for such purposes the employee's immediate supervisor and the Superintendent or his designee, when the grievance arises in more than one building or work site. Grievances shall not include matters related to prohibited subjects of bargaining.
- 16.2 The BSSPA may designate one or a group of representatives to handle grievances.
- 16.3 The term "days" as used herein shall mean working days at all levels.
- 16.4 All grievance shall be reduced to writing, except at the informal level. The written grievance shall contain a brief description of the action or practice that is a violation of the Agreement and the date of the alleged violation. The appropriate Articles or Sections of the Agreement shall be cited and a statement of the relief requested shall be attached. The written grievance shall contain the name of the employee or employees involved and shall be signed by said employee(s). A grievance by the BSSPA shall be signed by the designated BSSPA representative. Any written grievance not in accordance with the above requirements shall be rejected as improper. Such a rejection shall not extend the limitations herein set forth.

## 16.5

### Hearing Levels:

**16.5.1 Informal Level:** In the event that a unit member or the Association believe a grievance incident has occurred, the member of the BSSPA shall request a meeting with the supervisor involved within ten (10) days of the occurrence of the grievance incident or the grievant's knowledge of the occurrence. If the grievant is unsatisfied with the result of the meeting or the supervisor fails or refuses to provide such a meeting within five (5) days of the request, the claim or claimant may be formalized in writing as provided hereunder.

**16.5.2 Formal Level I:** If the complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within five (5) days of the meeting between the supervisor and the affected unit member(s). A copy of the grievance shall be sent to the BSSPA and the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the BSSPA.

**16.5.3 Formal Level II:** If the BSSPA is not satisfied with the disposition of the grievance at Level I or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the Superintendent or his designate. Within five (5) days after the grievance has been so submitted, the Superintendent shall meet with the BSSPA on the grievance. Within ten (10) days after this meeting, the Superintendent shall render a written decision thereon with copies to the BSSPA and the grievant(s).

**16.5.4** Prior to Formal Level III, ten parties shall submit to non-binding mediation through MERC, and the mediator must be agreed upon by both parties.

### **16.5.5 Formal Level III:**

**16.5.5.1** If the BSSPA is not satisfied with the disposition of the grievance at mediation, it may, within twenty (20) days after mediation refer the matter for arbitration to the American Arbitration Association (AAA) in writing and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected by the AAA in accordance with its rules, except each party shall have the right to peremptorily strike not more than three (3) from the list of arbitrators.

**16.5.5.2** Neither party may raise a new defense or ground at Level IV not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

**16.5.5.3** The decision of the arbitrator shall be final and conclusive and binding upon the employees, the Board and the BSSPA; subject to the right of the Board or the BSSPA to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

**16.5.5.4** Powers of the arbitrator are subject to the following limitations:

- a) He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- b) He/she shall have no power to establish salary scales.
- c) He/she shall have no power to change any practice, policy or rule of the Board.

d) He/she shall have no power to interpret state or federal law but must apply the law as it is written or interpreted by the courts.

e) He/she shall not hear any grievance previously barred from the scope of the grievance procedure or discharge of probationary employees.

16.5.5.5 After a case on which the arbitrator is empowered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.

16.5.5.6 More than one (1) grievance may not be considered by the arbitrator at the same time except upon mutual express written consent.

16.5.5.7 The cost of the arbitrator shall be borne equally by the parties, except each party shall assume its own cost for representation including any expense of witnesses.

16.5.5.8 Should the BSSPA fail to institute a grievance within the time limits specified, the grievance will not be processed. Should the BSSPA fail to appeal a decision within the limits specified, the grievance shall not be processed.

16.5.5.9 All preparation, filing, presentation, or consideration of grievances shall be held at the times other than when a bargaining unit member or a participating BSSPA representative is to be at his/her assigned duty station.

16.5.5.10 Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

16.6 The specific time limits provided herein shall be strictly adhered to and enforced. Failure to abide by a time limit at any level shall cause the waiver of further processing of the grievance. However, if time limit extensions are necessary, they shall be granted, in writing, by the party of whom such request is made.

16.7 Grievance filed as Association grievance may, at the option of the Association, be initiated at Formal Level II of the grievance procedure.

16.8 Any BSSPA member who is a grievant, or representative (limit of three (3) employees) and involved in the grievance procedure in a joint meeting between the Board and BSSPA representatives during the work day shall be excused with pay for that purpose except arbitration hearing shall be without pay. Any other BSSPA member that is requested to be present by the BSSPA may use compensatory time, emergency leave (11.2.4) or make up the time missed from work. Time made up shall be arranged with the supervisor prior to attending the above stated meeting.

16.9 At levels informal, one and two, management and the BSSPA shall be limited to three (3) individuals each for representation at the stated levels. Witnesses may attend at the request of either party to give testimony to the specific grieved item(s).

**ARTICLE 17 - GENERAL PROVISIONS**

17.1 Employees (who work more than five (5) hours per day) shall receive a duty-free unpaid lunch. Those employees requested to work during their lunch period shall be paid and have this time included in the day's total regular hours.

17.2 Paid and unpaid lunch periods are thirty (30) minutes in length.

17.3 The district will make every reasonable effort to accommodate a 15 minute break for employees schedule to work over four (4) hours whenever the break does not impact student supervision/direct instruction. Breaks may not be used to extend a lunch period or reduce work time at the beginning or end of the work day.

17.4 School Cancellation:

17.4.1 The parties agree that the District shall be in compliance with the Revised School Code and the Rules established for the implementation of that section.

17.4.2 In the event school is canceled prior to the start of an employee's work day due to inclement weather or other conditions not within the control of the District, the following shall apply:

17.4.2.1 Secretaries shall report to work and shall be paid at their regular rate for the day. Compensatory time shall be granted one (1) hour for every one (1) hour worked. Secretaries not reporting to work shall be paid their regular rate of pay if the day is counted as a day of pupil instruction up to a maximum of four (4) days. If the day is not counted as a day of pupil instruction or days of pupil instruction in excess of four (4) days, the employee may use compensatory or personal time, to receive pay.

If the immediate supervisor or superintendent informs the above employee(s) not to report to work (pupil instructional/ non-instructional day), said employees shall be paid the regular rate of pay.

17.4.2.2 Clerical Aides, Classroom Paraprofessionals, Hearing Impaired Classroom Paraprofessionals, Playground/Cafeteria Aides shall not be required to report to work but shall be paid for the day if the day is counted as a pupil instructional day up to a maximum of four (4) days. If the day is not counted as a pupil instructional day, or for days of pupil instruction in excess of four (4) days, the employee(s) may use personal time to receive compensation for said day.

17.4.3 In the event school is canceled after the start of an employee's work day due to inclement weather or other conditions not within the control of the District, the following shall apply:

17.4.3.1 Secretaries shall be paid their regular rate for the day until school is canceled. For the balance of the day employees shall be paid their regular rate plus compensatory time of one (1) hour for every hour worked. Those employees that choose to leave at the close of school shall be paid at their regular rate if the day is counted as a pupil instructional day up to a maximum of two (2) days. If the day isn't counted as a pupil instructional day or pupil instruction days in excess of two (2) days, the employee may use compensatory time or personal leave shall not be paid but may be compensated with compensatory or personal time.

17.4.3.2 Clerical Paraprofessionals, Classroom Paraprofessional, Hearing Impaired Classroom Paraprofessional, Cafeteria/Playground Aides shall be dismissed with pay for the time actually worked at their regular rate of pay. The balance of the day's hours shall be paid if the day is counted as a pupil instructional day up to a maximum of two (2) days . If the balance of the day isn't counted as a pupil instructional day or pupil instruction days in excess of two (2) days, an employee shall not be paid but may be compensated with personal time.

17.4.4 In the event school is delayed prior to the start of an employee's work day due to conditions not within the control of the district, the following shall apply:

Secretaries shall report to work and shall be paid at their regular rate for the day. Compensatory time shall be granted one (1) hour for every one (1) hour worked.

If the immediate supervisor or superintendent informs the above employee(s) not to report to work, said employees shall be paid the regular rate of pay.

All other employees shall not be required to report to work at the regular time. They shall report to work at the conclusion of the delay. They shall be paid the hours effected by the delay if counted as pupil instruction time.

17.5 Subject to Article 8, the normal work year for full-time BSSPA members shall be as follows:

17.5.1 Secretaries - July 1 to June 30.

17.5.2 School Year Secretaries - 205 days

17.5.3 Library Aides - 194 days

17.5.4 Classroom Paraprofessionals - 184 days

17.6 Generally, the normal work week for all full-time BSSPA members is Monday through Friday.

17.7 Generally, the normal work day for full-time BSSPA members shall be as follows:

17.7.2 Fifty two (52) week Secretaries - 8 hours

17.7.3 School Year Secretaries - 7.0-8.0 hours

17.7.4 Library Aides - 7.0-8.0 hours

17.7.5 Classroom Paraprofessionals & Hearing Impaired Classroom Paraprofessional - 7.0-8.0 hours

17.8 The working hours listed in this agreement are hours on the job.

17.9 Paraprofessionals assigned to at-risk programs shall only be assigned duties related to the purpose of the at-risk program.

**ARTICLE 18 - ENTIRE AGREEMENT**

18.1 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the Agreement's terms.

18.2 This Agreement is subject to amendment, alteration or additions, only by subsequent written agreement between, and executed by, the District and the BSSPA.

**ARTICLE 19 - NO STRIKE/NO LOCKOUT**

19.1 The BSSPA and its members agree that they will not lower their standards and efforts relative to their work nor will they directly or indirectly engage in or assist in any strike, slowdown or work stoppage.

19.2 The Board agrees that there will be no lockout during the term of this Agreement.

19.3 An emergency manager appointed under the emergency manager law may reject, modify or terminate this agreement.

**ARTICLE 20 - SEPARABILITY**

20.1 If any provision of this Agreement or any application of this Agreement to any BSSPA member or employee or group BSSPA members or employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

20.2 It is further agreed that within thirty (30) days of notification of a final and binding determination of such illegality, the Board and BSSPA will commence negotiations to reach a new Agreement concerning the subject matter of the provision determined to be illegal.

20.3 If parties do not reach and ratify an amendment to the Agreement (as per Article 20.2) within sixty (60) days, the matter may be appealed to the Mediation and Fact-Finding procedures established by Act 379, P.A. of 1965.

**ARTICLE 21 - DURATION**

21.1 This Agreement shall be effective as of the date it was ratified by both parties and shall continue in effect until June 30, 2024. In witness whereof the parties hereto have caused this Agreement to be signed by their representatives.

**ASSOCIATION MEMBERS OF  
THE NEGOTIATION TEAM**

**EMPLOYER**

By Michelle Siewert  
Michelle Siewert, President

By Paul Toliver  
Paul Toliver, Board of Education President

By Jessica Machiniak  
Jessica Machiniak

By David Eichberg  
David Eichberg, Superintendent

By Shelia Sheline  
Shelia Sheline

At any time within ninety (90) days prior to the termination date of this Agreement, either party may serve written notice to the other of its desire to begin negotiations upon successor collective bargaining agreement and negotiations shall begin after thirty (30) days from the receipt of the notice.



**SCHEDULE A**

**PAID HOLIDAYS**

Fifty two (52) week employees shall be granted the following paid holidays:

1. Independence Day
2. Friday before Labor Day
3. Labor Day
4. ½ day (Wednesday) before Thanksgiving
5. Thanksgiving & Friday following
6. Christmas Eve Day
7. Christmas Day
8. New Year's Eve Day
9. New Year's Day
10. Great Americans Day or Martin L. King Day\*
11. Good Friday\*
12. Memorial Day

School year employees shall be granted the following paid holidays:

1. Friday before Labor Day
2. Labor Day
3. ½ day before Thanksgiving
4. Thanksgiving Day
5. Friday following Thanksgiving
6. Christmas Eve Day
7. Christmas Day
8. New Year's Eve Day
9. New Year's Day
10. Good Friday\*
11. Great Americans Day or Martin L. King Day\*
12. Memorial Day

\* These days need to be coordinated with the Master Calendar.

SCHEDULE "B"

FRINGE BENEFITS

1. TIER 1 - Employees who become members of the bargaining unit after ratification of the 2010-11 contract:  

Fringe benefit eligibility: employees that work 12 months routinely, in a designated classification and 35 or more hours per week shall be eligible for the listed benefits

  - A. Schedule B  
Health plans that are offered to teachers (parties may change product level with mutual consent)  
MESSA Essentials
2. TIER 2 – Employees who became members of the bargaining unit prior to ratification of 2010-11 contract
  - A. Schedule B
    - (1) Employees who did not receive benefits prior to ratification of the 2010-11 contract will qualify for tier 1 benefits at the time they are retained in a position that qualifies them for benefits.
3. The district will contribute to the state statutory hard cap levels.

125 PLAN:

Those employees that qualify for benefits shall be compensated with a 125 Plan, the amount as listed in the schedule. Those employees not electing health insurance shall be eligible for vision, dental, LTD and Life Plan as listed in the schedule. The Employer shall provide a cash option in lieu of health benefits if they present documentation that they otherwise have health insurance that meets the affordability and overage requirements of the ACA. The cash option amount shall be as specified in the plan document.

The amount of the cash payment received may be applied by the bargaining unit member to a tax deferred annuity. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.

The program became effective January 1, 1996. Benefits currently being provided to bargaining unit members shall continue as currently provided.

All cost relating to the implementation and administration of benefits for bargaining unit members under this program shall be borne by the Employer.

Furthermore, the Employer shall provide a premium contribution plan. To elect a premium contribution plan in the amount per contract agreement, the bargaining unit members shall enter into a salary reduction agreement.

**SCHEDULE "C"**

Any new employee shall be placed on new Step 1. Management has the right to place employees on Steps 1-5, based on business necessity. The right of said assignment is that of management and shall be based, in part, on past experience and training. Each numbered step is equivalent to one (1) year.

Hourly Premium pay for Certified Classroom Paraprofessionals, MEDS Specialist, Special Education Paraprofessionals, and Library Media Technical Assistant is as per the enclosed schedule. This amount of additional pay will be awarded to the employee only for the actual working placement in the above stated classifications. Movement from these classifications, for whatever reason, shall constitute forfeiture of the hourly premium pay.

Longevity Pay will be granted to employees as per the enclosed schedule. The payment of the scheduled amount will be made on the payroll immediately following the employee's anniversary date.

**LONGEVITY SCHEDULE**

**HOURLY PREMIUM PAY**

<u>STEP</u>		<u>CLASS</u>	
10-15 Years	\$750	Library Media Technical Ass't.	\$1.00
16-20 Years	\$1000	Certified Classroom Paraprofessional	\$0.64
21 Years & Over	\$1,250	Special Education Paraprofessional	\$0.42
		MEDS Specialist	\$0.42

Proposed July 1, 2021 - June 30, 2022

Step	Secretary	Parapro
1	\$15.28	\$13.59
2	\$15.59	\$13.86
3	\$15.86	\$14.13
4	\$16.13	\$14.42
5	\$16.43	\$14.70
6	\$16.75	\$14.97
7	\$17.07	\$15.26
8	\$17.39	\$15.55
9	\$17.72	\$15.84
10	\$18.06	\$16.15
11	\$18.34	\$16.43
12	\$18.62	\$16.71
13	\$18.90	\$16.99
14	\$19.18	\$17.27

Library Media \$1.00

Certified Classroom Parapro \$.64

Special Education Parapro \$.42

MEDS Specialist \$.42

As previously agreed in 2020 negotiations, each step in the next two years will have \$.28 added per step.

Proposed July 1, 2022 - June 30, 2023

Step	Secretary	Parapro
1	\$15.56	\$13.87
2	\$15.87	\$14.14
3	\$16.14	\$14.41
4	\$16.41	\$14.70
5	\$16.71	\$14.98
6	\$17.03	\$15.25
7	\$17.35	\$15.54
8	\$17.67	\$15.83
9	\$18.00	\$16.12
10	\$18.34	\$16.43
11	\$18.62	\$16.71
12	\$18.90	\$16.99
13	\$19.18	\$17.27
14	\$19.46	\$17.55

Library Media \$1.00

Certified Classroom Parapro \$.64

Special Education Parapro \$.42

MEDS Specialist \$.42

As previously agreed in 2020 negotiations, each step in the next two years will have \$.28 added per step.

Proposed July 1, 2023 - June 30, 2024

Step	Secretary	Parapro
1	\$15.84	\$14.15
2	\$16.15	\$14.42
3	\$16.42	\$14.69
4	\$16.69	\$14.98
5	\$16.99	\$15.26
6	\$17.31	\$15.53
7	\$17.63	\$15.82
8	\$17.95	\$16.11
9	\$18.28	\$16.40
10	\$18.62	\$16.71
11	\$18.90	\$16.99
12	\$19.18	\$17.27
13	\$19.46	\$17.55
14	\$19.74	\$17.83

Library Media \$1.00

Certified Classroom Parapro \$.64

Special Education Parapro \$.42

MEDS Specialist \$.42

As previously agreed in 2020 negotiations, each step in the next two years will have \$.28 added per step.