

Master Agreement

Brighton Educational Support Personnel Association

and

Brighton Area Schools

Effective

July 1, 2022 to June 30, 2025

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**ARTICLE 1
PREAMBLE**

The Agreement entered into by and between the Brighton Educational Support Personnel Association/MEA/NEA, hereinafter called the Association and the Brighton Area Schools, Livingston County, Michigan, hereinafter called the "Board."

WITNESSETH

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

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

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

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

**ARTICLE 2
RECOGNITION**

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

Division 1: Paraprofessionals including Special Education Program Assistants who are regularly scheduled to work twenty (20) or more hours per week, Classroom Assistants who are regularly scheduled to work twenty-five (25) or more hours per week, and the CTE, Library/Media and Study Center Assistants, and Sign Language Interpreters regardless of the number of hours worked.

Division 2: Maintenance

Division 3: Student Nutrition Coordinators, Technicians, Assistants, Managers, Clerks, and Drivers, Production Manager, Head Cook, and Head Baker

Division 5: Secretaries, Clerical, Bookkeeping, Accounts Payable, Payroll, Fringe Benefits Specialist, and the Enrollment and Student Services Data Coordinator (when the next vacancy in the position occurs).

This agreement excludes day-to-day substitutes, teachers, supervisors, administrative assistant to the Superintendent, HR specialist, and Administrative Assistant for Curriculum.

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

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

- C. The Board agrees not to negotiate with any labor organization, other than the Association for the duration of this Agreement.
- D. Persons not covered by this agreement (defined as including volunteers and other Employees of the District and whether or not used during a period of layoff) may perform work covered by this Agreement for purposes of instructional training, experimentation, in cases of emergency, substitutes for absent Employees, or work that has historically been performed during the December winter break, summer and spring vacation periods and further, provided that any work performed during these school vacation periods shall not reduce on a day-to-day basis, the normal daily schedule of work hours assigned by the District (defined as excluding extra hours and overtime) of bargaining unit Employees in the classification (see Appendix B, Division Classifications) where the work is performed.
- E. It is expressly understood the restrictions set forth above do not apply by way of illustration, to work performed by the Paraprofessionals excluded from the bargaining unit; to work performed by the community education department; to work authorized by Article 11-O (temporary transfers) and Article 16-B (Saturday detention program); to work performed by skilled trades Employees; and to the use of the kitchen by "internal groups" such as the boosters, P.T.O. and staff members.

**ARTICLE 3
MANAGEMENT RIGHTS**

- A. The Board shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend, assign, discharge, or demote Employees. To the extent the exercise of the rights violates the terms of this agreement, a grievance may be submitted.
- B. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, subject to the provisions of this Agreement, the right:

1. To direct Employees of the school.
 2. To discipline, terminate, and lay off Employees from duties because of lack of work or for other legitimate reasons.
 3. To maintain the efficiency of the school operations entrusted to them.
 4. To determine policy and establish rules and the methods, means and personnel by which such operations are to be conducted provided the means and methods are not inconsistent with this agreement.
 5. To establish qualifications.
 6. To take whatever actions may be necessary to carry out the mission of the agency insituations of emergency.
- C. All rights, powers and interests which have not been expressly granted to the Association by the provision of this Agreement are reserved to the Employer.
- D. Upon request of the Association, the Board agrees to meet and confer regarding any changes initiated in qualifications for bargaining unit positions. In the event the Association believes the change was purposefully designed to exclude consideration of certain Employees for assignment to the position, the Association may process a grievance.

ARTICLE 4
ASSOCIATION RIGHTS AND REPRESENTATION

- A. The Board specifically recognizes the right of the Association to organize and operate under the Michigan Public Employees Relations Act and all other applicable laws and regulations. The rights granted to Employees hereinafter shall be deemed to be in addition to those provided elsewhere.
- B. Employees shall be entitled to full rights of citizenship, and no lawful religious or political activities of any Employee, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such Employee.
- C. Provisions of this Agreement and the wages, terms, hours, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, handicap, sex or marital status or membership in, or association with, the activities of any Employee organization.
- D. Subject to the conditions set forth in administrative guidelines, the Association and its members shall be allowed, upon request, to use school building facilities for meeting about local Association business during the hours that the buildings are covered by custodial staff provided the use does not conflict with school instruction, student activities or pre-scheduled events. Administratively approved secretarial assistance will be provided to officers of the Association i.e. typing and printing of Association materials, at cost. Use of District office equipment (i.e. computers and copy machine)

may be made available by the Administration consistent with its policies when it does not interfere with or interrupt such use by teachers or students. The Association shall have the exclusive right to post notices of activities and matters of Association concern in each work area in designated areas. The Association may use the District mail service and the District email.

- E. The Board agrees to make available to the Association in response to reasonable requests all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all board meetings, census and membership data, names and addresses of all employees.
- F. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official, local Association business on school property provided that this shall not interfere with or interrupt normal school operations.
- G. The Employees shall be represented by the President, Association Representative (or alternate) within the Division or MEA Representative in a manner determined by the Employees and the Association. Reasonable arrangements will be made to allow the President, the Grievance Chair and/or Association Representative (or alternate) within the Division time off with pay for the purpose of investigating grievances and to attend any negotiating meetings after approval has been obtained from the Superintendent.
- H. The Association may use up to twenty (20) paid days per fiscal year for the release of Employees to attend to Association business with the Association reimbursing the District for ORS costs as required by law. An additional ten (10) days will be available for Employees to attend Association sponsored workshops that will contribute to a positive Employee/Employer relationship at the direction of the Superintendent.

**ARTICLE 5
NEGOTIATION PROCEDURES**

- A. When an agreement is reached between the parties, a contract shall be written and signed by the Board President and the Association President. Necessary action will be taken by the Board and the Association to implement the specifics of the agreement. There shall be four (4) signed copies of the agreement for purposes of record. Two (2) shall be retained by the Board and two (2) shall be retained by the Association. The Board will post the ratified agreement on its website within thirty (30) days of ratification.
- B. Any amendment to this contract shall be in writing and ratified by both parties prior to its effective date, it being expressly understood that this contract may not be amended or extended orally.

- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Association (for the life of this Agreement) each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- D. It is recognized that the parties may upon mutual consent modify provisions of this contract during its life if the above paragraph is waived by each in their sole discretion.

**ARTICLE 6
PAYROLL DEDUCTIONS**

Upon appropriate written authorization from the employee, the Board shall deduct from the wages of any employee and make appropriate remittances for annuities, health savings accounts, section 125 programs, health insurance, all additional MESSA optional programs and MEA Financial Services options or other appropriate plans approved by the Parties no later than the next payroll date after all required documents are submitted and verified.

**ARTICLE 7
UNPAID LEAVES OF ABSENCE**

- A.
 - 1. All reasons for unpaid leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by Human Resources, a copy furnished to the Employee and a copy sent to the Association. Leave requests should be submitted ten (10) workdays before the leave is to begin, if possible.

 - 2. An Employee who, because of illness or accident (including compensable injuries under the Worker's Compensation Act) is physically unable to report for work and has exhausted all means of compensation from the Board, shall be granted a leave of absence, not to exceed one (1) year, provided they promptly notify the Board in writing of the necessity therefore and provided further that they supply the Board with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer. The leave may be extended beyond the specified period of time upon mutual agreement between the Employee and Employer.

3. Section A will not prohibit an Employee (who maintains at their own election), a short-term disability plan from requesting an unpaid leave status without exhausting all means of compensation (See Section G(3) below).
 4. Except as set forth in Section G below, the leaves of absence under this article shall be without pay.
 5. The position of an Employee absent on an unpaid leave of absence may be filled with a substitute. If the individual is on an unpaid leave for more than twelve (12) months, the position will be posted unless medical information regarding the individual indicates the mandatory posting should be reviewed.
 6. Employees may be required to provide status reports of any changed condition while on leave under this Article and will be required to provide medical verification or other certification in support of an initial request for leave.
 7. Failure to return to work at the end of an approved leave of absence will be considered a voluntary resignation and the board may require the Employee to repay insurance premiums paid if the leave was authorized under Section G (Family Medical Leave Act).
 8. Employees absent on unpaid leaves of absence or approved unpaid day(s) off, will not be eligible for holiday pay.
- B. Unpaid leaves of absence shall be granted for prolonged serious illness of a physical or mental nature in the immediate family, which includes husband, wife, children, or parents when it is verified that the Employee must be the caregiver.
 - C. Unpaid leaves of absence may be granted for a specified period of time for training related to an Employee's regular duties in an approved education institution (not to exceed two years) with the approval of the superintendent.
 - D. The reinstatement rights of any Employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.
 - E. Unpaid leaves of absence will be granted to Employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, providing such Employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

F. Any Employee in the bargaining unit elected or appointed to full-time position or office in the Association whose duties require absence from work, shall be granted an unpaid leave of absence for the term of such office or position. Seniority will not continue to accrue for the duration of such leave.

G. Family and Medical Leave Act

1. Upon proper and timely application, an eligible Employee will be granted a qualified leave of absence as required under the Family and Medical Leave Act of 1993 (29USC 2601) for a total period of up to twelve weeks per year.
2. A fiscal year (July 1-June 30) twelve month period will be utilized in all cases by the Board in assessing the amount of time an eligible Employee has available for leave under the act.
3. The Board may require an Employee to utilize available paid time (i.e. paid time off days, vacation, etc.). An Employee may elect to retain a balance of five (5) days in their bank and the Board cannot require the use of those five (5) days. FMLA is concurrent with other qualifying leaves.
4. Alternate and intermittent assignment(s) may be considered by the Board when medically necessary as required by law.
5. In the event an Employee and their spouse are employed by the District, whether with or outside of the bargaining unit, an aggregate of twelve (12) weeks will be provided, unless the leave time is attributable to a serious health condition that makes the Employee unable to perform the functions of their position. In such instances, the total amount of time for each spouse will not exceed twelve (12) weeks for all leaves covered by the act.
6. Insurance benefit payments will continue for an Employee absent on a qualified leave under this section. Employee contributions will remain in effect.
7. In the event this article or other portions of this agreement extend greater benefits to an eligible Employee in relationship to qualified leaves, the provisions of the agreement shall prevail.
8. The following general provisions will apply to all leaves of absence under this section:
 - a. While on Family Medical Leave, seniority shall accrue.
 - b. Where leaves of absences are foreseeable, Employees are required to provide at least thirty (30) calendar day notice and if not foreseeable, as soon as possible to the Office of Human Resources.

- H. An Employee who meets all the requirements shall be granted a leave of absence without pay. Except as set forth in Section G above, any leave of absence shall be without accrual of seniority. Upon return, as specified heretofore, the Employee shall be entitled to resume regular status and all job and recall rights.
- I. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Board and the Employee.
- J. Return from Medical Leave
Upon return from medical leave, the Employee shall be reinstated to their former position, unless the leave exceeds twelve (12) months. If the leave exceeds twelve (12) months, the position will be posted unless medical information regarding the individual indicates the mandatory posting should be reviewed. If the position is posted, the Employee, upon return, will be placed in a like position (i.e. hours, shift, pay scale) as the one they held prior to the leave. If a like position does not exist, the returning Employee will be placed in a position that is similar to the one they held. At a later date, should an opening occur in the same position, the returning individual will be given the first right of refusal. This preferential treatment shall be extended for a period of one year from the date the Employee returns.
- K. Community Service
Employees, with the approval of the Assistant Superintendent of Human Resources, may elect to take time without pay to participate in a community service activity. Before deciding to deny a request, the Superintendent will consult with the Division A.R. except for a procedural violation; denial of such a request is not subject to a grievance.

**ARTICLE 8
DISCIPLINE AND DISMISSAL**

- A. Dismissal, suspension and/or other disciplinary action for non-probationary employees shall be only for just and stated causes with the Employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the Employee and the Association. When the Employer feels disciplinary action is warranted, such action must be initiated within fifteen (15) workdays of the employer's knowledge of the condition giving rise to the action. If additional time is needed due to the severity of the allegation, the Association will be notified in writing and an additional fifteen (15) day period will be established in order to complete the investigation. If additional time is still needed, the Employer and Association will discuss the additional time needed.
- B. 1. Discipline shall be progressive on the part of the Board and be implemented using the following guidelines:
 - Step 1 Verbal warning

- Step 2 Written reprimand/warning
- Step 3 Three (3) days off without pay, written disciplinary notice (improvement plan may be provided to the Employee).
- Step 4 Five (5) days off without pay and a written disciplinary notice will be provided to the Employee. Notification shall also be provided at this time that any further disciplinary notices (written or verbal) may result in termination of employment.
- Step 5 Termination

- 2. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness; drug use, (possession or distribution), sexual misconduct (touching, harassment, pornography, sexting) theft; dishonesty and insubordination.
- 3. Depending on severity of the offense, the steps above may be waived.
- C. The record of any disciplinary action taken against an Employee which is found to be unjustified, shall be expunged from the Employee's personnel file.
- D. Article 8 shall not apply to probationary employees.

**ARTICLE 9
GRIEVANCE PROCEDURE**

- A. Definitions:
 - 1. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the expressed terms of this Agreement.
 - 2. The time elements in the steps may be shortened or extended upon written mutual agreement between the parties.
 - 3. For the purpose of processing grievances, workdays shall be defined as Monday through Friday, excluding all holidays. For school year Employees, days when school is not in session shall also be excluded.
 - 4. A grievance concerning alleged safety hazards may be processed directly to Step three (3) of the grievance procedure.
 - 5. Any Employee or Association grievance not presented for disposition through the grievance procedure within five (5) workdays of the occurrence of the conditions giving rise to the grievance, or within (5) workdays of the date it is reasonable to assume that the Employee first became aware of the conditions giving rise to the grievance, shall not hereafter be considered a grievance under this Agreement.

6. An Association grievance shall be defined as a grievance concerning the unit, in which case the Superintendent shall be considered the supervisor, as defined.
7. A grievance form for purposes of implementation of the procedures set forth herein will be available to Employees through the Division Representatives, or other officers of the Association and Supervisors.

B. Step One - Immediate Supervisor

1. Any Employee having a possible grievance shall discuss the matter informally with their immediate supervisor, with an Association Representative present, if requested.
2. If the matter is not resolved verbally within five days, the Association may submit a grievance, in writing, to the immediate supervisor or Director, stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The Employee and the Association shall sign the grievance.
3. The immediate supervisor or Director shall have five (5) workdays from the date of receipt to respond to the grievance. If the grievance is not resolved or there is no written response from the immediate supervisor or Director within five (5) workdays from receipt of the grievance, it may be moved to Step Two.

C. Step Two - Human Resources

1. After receipt of written grievance, the Assistant Superintendent for HR or designee shall meet with the Association and the Employee within five (5) workdays to discuss the grievance.
2. The Assistant Superintendent or designee shall give their decision, in writing, relative to the grievance, within five (5) workdays of the meeting with the Employee Representative and the Employee.

D. Step Three – Superintendent

If denied at Step Two, the Employee, within ten (10) workdays of such denial, may appeal this decision to the Superintendent. The superintendent will hold a meeting within ten (10) workdays of the receipt of the appeal. The Employee, Association Representative, Grievance Chair and MEA UniServ Director may attend the meeting to present and discuss the grievance. The Superintendent shall issue a written response within five (5) workdays after the meeting.

E. Step Four - Arbitration

Only the Association may process a grievance to Step 4. Any unresolved grievance which is related to the interpretation, application, or enforcement of a provision of this Agreement, or any written supplementary agreement, and which has been fully processed through the last step of the grievance procedure, may be submitted to binding arbitration in strict accordance with the following procedure:

Arbitration shall be invoked within thirty (30) calendar days of the notification of the decision in Step 3 by written notice to the other party of intention to arbitrate. The party desiring arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules of the American Arbitration Association except where expressly provided otherwise in this Agreement.

Powers of the Arbitrator are subject to the following limitations:

1. They shall have no power to add to, subtract from, disregard, alter or modify any terms of this Agreement.
2. They shall have no power to establish salary schedule or to change any salary schedule.
3. They shall have no power to change any practice, policy or rule of the Board nor substitute their judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
4. They shall have no power to decide any questions which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an Arbitrator shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
5. They shall not hear any grievance previously barred from the scope of the grievance procedure.
6. They shall not have the power to interpret state or federal law.
7. They shall not have power to rule on the discharge/discipline of a probationary employee.
8. After a case on which the Arbitrator is empowered to rule hereunder has been referred, it may not be withdrawn by either party except by mutual consent.
9. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall make his ruling thereon prior to hearing testimony concerning the merits of the grievance.
10. More than one grievance may not be considered by the Arbitrator, at the same time, except upon expressed written mutual consent, and then only if they are of similar nature.

11. The cost of the Arbitrator shall be borne by the losing party, and each party shall assume its own cost for representation, including any expense of witnesses except as provided in Section 13 below. In the event there is not a clear-cut losing party in an Arbitrator's decision the Arbitrator will determine the percentage paid by each party.
12. The decision of the Arbitrator shall be final, conclusive, and binding upon the Board, the Employees and the Association.
13. Arrangements will be made for paid release at Board expense for Association witnesses, and the Association President and Grievance Chairperson.

ARTICLE 10
SENIORITY

- A. Seniority shall be by Division. A newly hired Employee shall be on a probationary status for sixty (60) workdays beginning with the Employee's first paid day. If at any time prior to the completion of the sixty (60) workday probationary period, the Employee's work performance is unsatisfactory, they may be dismissed by the Employer and shall not have the right to the grievance procedure or arbitration. Probationary Employees who are absent during the first 60 workdays shall remain on probation until they complete sixty (60) actual workdays. All newly hired Employees shall be placed on the first step of the appropriate salary schedule unless their experience warrants a higher step placement. Placement at a higher step may be awarded based upon prior relevant work experience to a maximum of the penultimate step. Any higher step placement must be mutually agreed with the Association. Upon satisfactory completion of the probationary period, the Employee's seniority date in a Division shall be retroactive to the employee's first paid day.

An Employee will lose their seniority for the following reasons:

1. They resign.
2. They are discharged for just cause and not reinstated through the grievance procedure.
3. They retire.

If an Employee transfers out of one Division to another Division, seniority will be frozen in the first Division. If they return to original Division, seniority will resume from the previous level. If an employee is on an unpaid leave, except under FMLA, their seniority date shall be adjusted for the amount of time on unpaid leave.

- B. A seniority list shall be maintained by the Human Resources Department. Such list shall contain the name of the employee, date of hire, Division seniority date, job title, hours per day, location, and any adjustments made. The District shall make the seniority list available on a shared Google Drive and be updated on a monthly basis.

- C. There shall be separate seniority rosters for each Division (See Article 2A) (Recognition/Divisions) of Employees which shall be maintained by the District, and which shall not be interchangeable.
- D. Seniority shall be defined as continuous service within a Division (See Article 2A) from the first paid day as a Bargaining Unit Employee within the Brighton Area Schools.
- E. In the event two or more bargaining unit members have the same seniority date, the last four (4) digits of their social security numbers, beginning with the highest number first, shall determine their ranking on the seniority list.

**ARTICLE 11
MISCELLANEOUS**

- A. Employees covered by this Agreement may use available telephones and computers for their reasonable use.
- B. The Board shall provide, maintain, identify, and regulate to the extent possible, adequate off-street staff parking facilities.
- C.
 1. Any Employee desiring to resign from their employment with the Board shall file a letter of written resignation with the office of Human Resources at least ten (10) workdays prior to the effective date of such resignation. Formal acknowledgement of resignation will be in writing.
 2. Any Employee who resigns from their position in the manner herein described maintains their right to any earned allowable benefits after surrendering keys, ID card and any BAS materials.
- D. Employees who are required to use their own transportation for carrying out their job responsibilities for the Board shall be reimbursed for all such miles driven between work sites at the current IRS rate using procedures established by the District. Employees using their own vehicle for random drug testing will be paid mileage consistent with the current IRS rate.
- E. If any article or section of this Agreement or any supplements thereto should be held invalid by operation of law, or by any competent jurisdiction or tribunal, or if compliance with or enforcement of any article or section of this Agreement should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

- F. The Board and Employee will take reasonable and prudent measures to prevent or eliminate injurious hazards to which the Employee and/or students may encounter. There shall be a Committee of two Employees appointed by the Association and two management personnel who will review accidents and on the job injuries. This Committee shall meet at the request of the Association or management or when an accident occurs. Others may be asked to serve in an advisory capacity to the Committee. The goal of the Committee shall be to prevent accidents and to prevent the reoccurrence of accidents. Committee membership is voluntary and the members shall not be compensated for time spent in meetings or other work associated with the Committee. This committee shall meet as needed or upon request of either party.
- G. The Association and Employees recognize that strikes are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means in keeping with the high standards of education, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any member or group of members which is contrary to law.
- H. Approved overtime will be paid at one and one-half (1 ½) the regular hourly rate for all hours worked beyond forty (40) hours in one week. Paid time off will count as hours worked in computing overtime.
- I. If the Board requests Employees to attend training, the Board will pay the cost for classes. If the Board directs an Employee to attend training during work hours, the Employee will not suffer a loss in pay.
- J. The Board shall make available adequate lunchrooms and rest rooms which are not available to students.
- K. The use of tobacco is prohibited in all buildings, on all grounds and in District-owned vehicles.
- L. The Board shall select a physician to administer required TB tests. The Board shall pay for the full cost of the Tine or chest x-ray if not covered by insurance. Should the Employee choose to go to another physician, the Board's cost will be limited to the charges applied by the District-selected physician.
- M. Employees showing employee ID shall be admitted free to athletic events except for MHSAA tournament games.
- N. Summer/temporary positions will be posted in all buildings. The working conditions associated with the positions in addition to the right of selection will continue to be reserved to the Board.

- O. In the event the Board temporarily transfers an Employee, the Employee will receive their regular pay rate or the pay rate of the position to which the Employee was transferred, whichever is higher, unless the Employee was transferred for disciplinary reasons. The temporary transfer of a bargaining unit Employee initiated by the Board will not exceed twenty (20) workdays absent agreement with the Association.
- P. In the event any errors or omissions are made in relationship to any extra hours or overtime rosters in any Division, the Employee bypassed will be placed, on a one-time basis, at the top of the list for the next overtime or extra hours opportunity.
- Q. Extra hours will be divided as equally as possible within the building.
- R. An Employee may review the contents (excluding materials permitted by law) of their personnel file by making an appointment with the Office of Human Resources. Copies of the material may be obtained, subject to copying and processing charges.
- S. It is mutually recognized that bonafide disabilities require reasonable accommodations as defined within the Americans with Disabilities Act and the rules/regulations adopted for purposes of the Act's implementation. In recognition of this obligation, the parties agree to meet on a case-by-case basis where questions of reasonable accommodation are impacted in whole or in part by the terms of this agreement.
- T. In the event the District requires an Employee to secure a license (i.e. to apply certain turf grass chemicals, etc.), the District will pay the cost associated with class registration and licensing fees (including renewals).
- U. The various assignment related provisions of this Agreement will not be implemented in such a fashion that an Employee will be assigned under the supervision of a relative.
- V. The Employer will strictly enforce the laws on the administering of medications to students. Unless otherwise agreed, no Employee in any Division will be required to administer injections without proper training.
- W. When an emergency such as a bomb threat or other dangerous condition develops during the workday, the Employee will not be expected to stay in areas that would endanger their well-being. They may be asked, however, to move to an alternate location to provide assistance during the emergency.
- X. When crediting an Employee's paid time off bank for Employees in all Divisions 1, 3, and 5, the Employee shall be credited with a day. A day shall be interpreted to mean the amount of hours the Employee is working when that "day" is used. Employees using a partial day, shall have their day adjusted to the nearest one quarter (1/4) day. Employees shall use portions of a day.

Y. Professional Council

The Professional Council shall be composed of members appointed by the Superintendent or their designee and members appointed by the Brighton Educational Support Personnel Association (BESPA). Other individuals may be invited to attend the Council based on particular agenda items or issues. The BESPA Professional Council shall meet as requested by either party to discuss and study issues relating to the school system and the bargaining unit. The Professional Council shall be empowered to negotiate contract language as well as letters of agreement and to resolve special problems. Should consensus be reached, any negotiated changes are subject to ratification by the Board of Education and BESPA. It is understood that the Council is not intended to bypass the regular bargaining process or the grievance procedure.

Z. Direct Deposit: All newly hired Employees shall be required to enroll in direct deposit for payroll purposes.

AA. As new technology is introduced, the Employer shall make every effort to provide appropriate training on the new hardware and software at the Employer's expense.

BB. An emergency manager under the Local Financial Stability and Choice Act, MCL 141.541, *et seq.*, may reject, modify, or terminate this Agreement as provided in that Act.

**ARTICLE 12
VACANCIES**

A. All bargaining unit vacancies that the district intends to fill will be posted electronically for a period of five (5) workdays (excluding scheduled holidays). The Association will be notified of the intent not to fill the open position within ten (10) workdays. Assignments of internal transfers will be implemented within ten (10) workdays of selection of an applicant. The assignment of external applicants will be facilitated within a reasonable time period of the selection of the applicant. The Association will receive a copy of all postings. The District will make every attempt to conduct the interview process in a timely manner.

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

B. Vacancy posting will minimally contain the following information:

1. Type of work and general description of duties and responsibilities
2. Division and classification designation
3. Job location
4. Qualifications (including licenses)
5. Starting date

6. Hours to be worked
7. Rate of pay
8. Immediate supervisor
9. Identify BESPAs

Employees in school year positions wishing to be notified of vacancies arising during the summer within their Division, may contact the Association President or the Office of Human Resources or the District's website.

ARTICLE 13 LAYOFF AND RECALL

- A. Employees scheduled to be laid off shall receive at least twenty-one (21) calendar days written notice of layoff from the office of Human Resources.
- B. Employees on layoff who are interested in substituting within the Division to which they were laid off will notify the Office of Human Resources.
- C. If layoffs are necessary, the administration will determine which positions have been eliminated or reduced by 25% or more. The employee(s) holding the eliminated position(s) will be considered "displaced" and the procedures of this section shall be followed.
 1. An employee who has been displaced shall have the right to bump the least senior employee within their Division occupying a position within the same benefit level, provided they are qualified for the position. However, if a vacancy at the same benefit level is available for which the displaced employee is qualified, then the employee shall be placed in the vacancy thus eliminating the need for a layoff. If there is no employee within the displaced employee's classification with the same benefit level, the displaced employee may bump into another classification within their Division if the displaced employee is qualified.
 2. If multiple employees in the same Division are identified for displacement, the lowest senior employees holding the same number of positions in the same benefit level shall be identified. The displaced employees shall choose by seniority from the identified lowest seniority employee positions. Those lowest seniority employees then would be laid off if unable to bump any lower senior positions in a different classification.
 3. "Qualified" shall mean that the employee has met all of the requirements for the position. Said employee will take the position held by the least senior employee, provided they are qualified for the position.

4. Employees laid off through the procedure as stated in this article shall be maintained on a recall list for a period of two (2) years and shall be recalled in reverse order of their layoff provided the individual meets the qualifications and has the necessary skills and experience for the vacancy.
 5. Laid off employees shall be recalled to positions for which they are qualified in order of greatest seniority. An employee is qualified for recall to a position if the employee has had previous, regularly assigned experience within the District. Recall from layoff shall in all cases be by seniority, and that recalls shall be limited to those positions available from within the division from which the employee was laid off.
 6. In the event that all laid off employees from a given division shall have been recalled (similarly, in the event that there were no layoffs from a given division), the employer may, at its option, recall employees from another division. Employees available for such recall shall be limited to those who have met all of the requirements for the position. An employee recalled in accordance with the terms of this section may, without loss of recall rights, reject the offered recall and remain on the recall list, provided, however, that the employee has not been laid off for the full two (2) year recall period.
- D. Employees are responsible for keeping the Office of Human Resources informed of a current address and phone number. Notices will be sent by registered letter/restricted delivery, informing them of recall to a position. Failure to respond in writing, via regular mail or email within five (5) workdays of receipt of notice will result in the abandonment of employment.

ARTICLE 14 EVALUATIONS

The purpose of an evaluation is to recognize individual strengths and to offer suggestions for professional growth. If improvement is needed, the specific nature of the needed improvement will be identified and the administrator will offer suggestions on how such improvement can be accomplished. All employees will be evaluated at least once every school year by their supervisor or designee. The supervisor shall review the evaluation with the employee. If no evaluation has taken place in the past two (2) school years, the performance of the employee shall be deemed effective.

All personnel decisions shall be based on retaining effective employees in situations involving a staffing or program reduction or any other personnel decision resulting in the elimination of a position, as well as for hiring after such reduction/position eliminations or recall to vacant positions. Length of service may only be considered by the administration when all other factors, as listed above, are considered equal amongst the potentially affected employees.

ARTICLE 15
PROFESSIONAL DEVELOPMENT

Professional Development (PD) will be provided as follows:

- A. Division 1:
At least twelve (12) hours of PD will be provided during the contract year on days in which students are not in attendance. PD days are scheduled workdays and attendance is mandatory. Paid time off (PTO) will not be granted on PD days unless approved by the immediate supervisor. PD options will include both online training and scheduled information meetings.

- B. Division 2:
Continuing Education (CE) as required for maintenance employees. Classes will not exceed \$100.00 per class or seminar without written approval of their supervisor. CE is limited to two (2) classes or seminars per year (July 1 – June 30). Maintenance employees are to coordinate their CE in advance with their supervisor if it is to be taken during scheduled work time.

- C. Division 3:
At least ten (10) hours of PD will be provided during the contract year on days in which students are not in attendance. PD days are scheduled workdays and attendance is mandatory. Paid time off (PTO) will not be granted on PD days unless approved by the immediate supervisor. PD options will include both online training and scheduled information meetings.

- D. Division 5:
At least eight (8) hours of PD will be provided during the contract year on days in which students are not in attendance. PD days are scheduled workdays. Paid time off (PTO) will not be granted on PD days unless approved by the immediate supervisor. PD options will include both online training and scheduled informational meetings.

Professional Development Stipend for All Divisions

Upon completion of required PD by May 1 each year, in addition to base wages in Schedule A, employees will receive 2.3% of base salary of the contractual hours worked to be paid in second pay of May annually.

ARTICLE 16
DIVISION 1

**PARAPROFESSIONALS: LIBRARY/MEDIA, SPECIAL EDUCATION, CTE, STUDY CENTER, AND
CLASSROOM ASSISTANTS, AND SIGN LANGUAGE INTERPRETERS**

A. Workweek and Workday

1. The regularly scheduled workweek will begin on Monday at 12:01 a.m. and end on Sunday at midnight. This provision will not be construed to prohibit the establishment of a Saturday detention program. No bargaining unit member will be involuntarily assigned to the Saturday detention program. Absent a volunteer requesting the assignment through the procedures set forth in Article 12, the Board reserves the right to assign the work outside of the bargaining unit.
2. The normal workday for full-time Employees shall be at least six (6) consecutive hours or 30 hours per week, which shall exclude a duty-free one-half (1/2) hour unpaid lunch period.

B. Distribution of Extra Hours

Extra hours shall be divided and rotated as equally as possible within the classification within the building, and among those Employees within that classification who regularly perform that work.

C. Rest Periods

Each Employee covered by this Agreement shall be entitled to rest periods during their workday as follows: fifteen (15) minutes per day for twenty (20) hour/week Employees with an additional five (5) minutes per day for each additional five (5) hours/week worked, up to a limit of thirty (30) minutes per day for forty (40) hour/week Employees.

D. Call-In Pay

Whenever an Employee is called back to work after the completion of, or prior to the start of the Employee's regularly scheduled working hours, the Employee shall receive the pay for the actual time worked at the appropriate rate of pay, or a minimum of two (2) hours pay at the Employee's straight time hourly rate, whichever is the greater.

E. Reporting Pay

Any Employee called to work or permitted to come to work without being notified by the Board, prior to the time, that there will be no work, shall receive two (2) hours pay at the appropriate rate of pay.

F. Miscellaneous Provisions

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

G. Inclement Weather/Emergency School Closing

If the entire District is closed due to inclement weather or emergency closing, Employees in this Division that are actively employed at the time the first three (3) days occur, shall not be required to report and shall be paid for the days. If the supervisor requires an Employee to report, the Employee's paid leave bank will be credited with an additional day. In the event the District is closed beyond three (3) days and make up of lost instructional time (students report or required professional development) does not equal the number of days the District is closed, Employees in this Division shall be able to deduct days from their paid leave bank during the pay period in which school is closed.

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

H. Special Needs Students

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

I. Interpreters

The Employer shall release with pay those Interpreters who are required by the State of Michigan or other regulatory Agency to attend workshops in order to maintain their certification. This shall not require the District to pay for non-school days or fees associated with testing or certification.

J. Employees may volunteer to be selected for KIP (Key Identified Person). An annual \$350 stipend will be provided to those employees identified. This incentive will be paid the last pay in May, prorated if not assigned for the whole school year.

**ARTICLE 17
DIVISION 2
MAINTENANCE**

A. Workweek and Workday

1. The normal workweek will begin on Monday at 12:01 a.m. and end on Sunday at midnight. The normal work year for all Employees shall be twelve (12) months, July 1 through June 30.
2. The normal workday for full-time Employees shall be eight (8) consecutive hours, exclusive of the unpaid lunch period. The Board reserves the right to schedule Employees to work Saturday or Sunday as part of the Employees regular workweek. The payment for work performed on Saturday or Sunday, where part of the Employees regular workweek, will not require the payment of overtime.
3. Work schedules mutually agreed upon will be arranged for Employees whose workweek incorporates Saturday or Sunday, so that the Employee works the same number of hours for the week as other Employees with the same number of scheduled hours for the workweek. No Employee will be required to work on the actual holiday. If projects not regularly part of Division 2 are implemented, the first Employees asked to work overtime shall be the Division 2 staff.

B. Overtime Distribution

Overtime shall be offered first to assigned building maintenance employees and then shall be offered on a rotating basis among those Employees who regularly perform such work within the department provided they are qualified and willing to perform such work, unless the work requires specialization. If the Board is unable to obtain a enough Employees qualified and willing to perform the work, the work will be assigned to the lowest senior employee within the Maintenance Division on a rotating basis.

C. Call Back

If authorized by the Director of Operations or his designee, whenever an Employee is called back to work within an hour prior to the start of the Employee's regularly scheduled working hours, the Employee shall receive pay for the actual time worked at the appropriate rate of pay. If the call back occurs any sooner than one hour prior to the start of their regular start time or any time after the completion of their regular shift, the Employee shall receive pay for the actual time worked at the appropriate rate of pay, or a minimum of two (2) hours pay at the Employee's hourly rate or overtime rate, whichever is applicable.

D. Reporting Pay

Any Employee called to work or permitted to come to work without being notified by the Employer that there will be no work, shall receive two (2) hours pay at the appropriate rate of pay.

E. Emergency Call-in on Holidays

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

F. Rest Periods

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

G. Inclement Weather/Emergency School Closing

If an Employee in this Division is unable to report on a day the entire District is closed due to inclement weather or emergency closing, they shall be able to deduct a day from their personal leave bank or their vacation bank if approved by their supervisor. If an Employee arrives after their regular starting time they may work the time missed without causing an overtime situation. On snow days, if the weather is extreme, the Employer may excuse Employees without loss of pay or loss of paid time off days.

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

H. Vacations

1. Division 2 Employees will receive vacation with pay in accordance with the following. Vacation calculations and credit will be made based upon a July 1 to June 30 period of the preceding year.

| | |
|---|---------|
| After the completion of one (1) year by June 30 | 10 days |
| After the completion of three (3) years of service | 12 days |
| After the completion of five (5) years by June 30 | 15 days |
| After the completion of ten (10) years by June 30 | 20 days |
| <u>For employees hired prior to July 1, 2022 only</u> | |
| After the completion of twenty (20) years by June 30 | 25 days |

2. To be eligible for a full vacation an Employee must have worked eighty percent (80%) of his regularly scheduled working hours. An Employee who works less than eighty percent (80%) of his regularly scheduled working hours shall receive prorated vacation based on the hours the Employee works for the Board. If multiple requests for vacation are submitted at the same time for the same days, seniority will prevail in granting the days.
 3. Employees terminating employment or on a leave of absence shall receive prorated vacation allowance based on one-twelfth (1/12) of the vacation pay for each month of the fiscal year or major fraction thereof.
- I. The Employer shall pay the full cost of five (5) uniforms per year for all of the Division 2 Employees, and a uniform coat once every three years..
 - J. Operations Employees shall report absences which are not subject to prior approval in accordance with the following schedule:
 - a. Day Shift: must call in by 15 minutes prior to the start of the shift.
 - b. Afternoon Shift: must call in by 2:00 p.m.
 - c. Midnight Shift: must call in by 5:00 p.m.
 - K. Division 2 Employees whose work schedules incorporate a Saturday or Sunday under Article 17 (C-2) (Normal workday), shall report absences on the weekends to the Maintenance Department voice mail system unless instructed otherwise by supervision.

ARTICLE 18
DIVISION 3
STUDENT NUTRITION COORDINATORS, TECHNICIANS, ASSISTANTS, MANAGERS, CLERKS,
DRIVERS, PRODUCTION MANAGER, HEAD COOK, AND HEAD BAKER

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

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

- B. Inclement Weather/Emergency School Closing

If the entire District is closed due to inclement weather or emergency closing, Employees in this Division that are actively employed at the time of the first three (3) days occur, shall not be required to report and shall be paid for the days. If the supervisor requires an Employee to report, the Employee's paid leave bank will be credited with an additional day. In the event the District is closed beyond three (3) days and make up of lost instructional time (students report or required professional development) does not equal the number of days the District is closed, Employees in this Division shall be able to deduct days from their paid leave bank during the pay period in which school is closed.

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

- C. Use of kitchens by outside groups: If kitchen facilities are used by such groups, a Student Nutrition Employee will be present and will be paid at special events rate of pay.
- D. Distribution of Extra time: Extra hours shall be rotated as equally as possible within the classification, within the building, and among those Employees within that classification who regularly perform that work. If necessary, the Director may go to district-wide.
- E. Any Employee may refuse work beyond their regular work hours. The Association will work with Supervisor to make sure the work is covered.

- F. Work that can be completed in the Employee's building or other buildings, will be offered to Employees in the Division on half days when students do not receive a lunch. Any Employee accepting the work will receive their regular rate of pay.
- G. Reporting Pay: Any Employee called to work or permitted to come to work without being notified by the Board, prior to the time, that there will be no work, shall receive two (2) hours pay at the appropriate rate of pay.
- H. In the event an Employee works in a higher paying classification, the Employee will be paid at the higher rate of pay provided they can accurately complete the appropriate paperwork associated with that position (i.e. production records, bank deposits, order forms, etc.) and have passed the Serv-Safe Class (National Restaurant Association's Educational Foundation). If the Employee does not qualify under the above language and they work for five (5) or more consecutive workdays in a higher paying classification, the Employee will be paid at the higher rate of pay beginning with the sixth day.
- I. The provisions set forth in this section apply only to Student Nutrition Assistant vacancies. Whenever a vacancy exists in a Student Nutrition Assistant position, Employees will be given at least forty-eight (48) hours-notice of a bid meeting to be conducted to fill the vacancy and any subsequent Student Nutrition Assistant vacancy that might arise at the bid meeting. The Director of Student Nutrition will conduct the bid meeting by soliciting bids from employees interested in open position(s). Once they have collected the bids they will evaluate the bids and award the position to the candidate they feel is best suited for the position. Placement in these positions is not subject to the grievance process.
- J. Interview Positions:
Whenever it is necessary to fill a vacancy for Division 3 positions, the following procedures will apply:
 1. The position will be posted for a period of five (5) workdays
 2. The District will use the individual's qualifications, which include but are not limited to prior training and experience, certification, employment record and evaluations, in selecting the most qualified individual.
 3. Where Division 3 internal candidates are equally qualified for the vacant position, length of service will be strongly considered.
 4. Administration will determine interview process and include a representative of Association in the interviews.
 5. All changes in assignments will be implemented within ten (10) workdays of the job being awarded.

- K. All Employees certified by Serv-Safe, according to their standards, shall receive a yearly stipend. This amount shall be \$250.00 a year for Employees working 4 or more hours a day and \$200.00 yearly for those working under 4 hours per day.
- L. In the event the Board establishes a twelve (12) month Student Nutrition position(s), the affected Employee(s) will receive additional consideration in the form of the following benefits:
 - 1. July 4 as a paid holiday (See Article 21)
 - 2. Two additional paid time off days (See Article 20)
 - 3. Vacation in accordance with the following schedule:

| | |
|---|---------|
| After the completion of one (1) year by June 30 | 5 days |
| After the completion of five (5) years by June 30 | 10 days |
- M. Employees asked to work a special event will be selected by management. A sign-up list for special events will be posted. It will be the responsibility of the Employee to place their name on the list if they are interested in being considered for the work. Only those Employees who sign the list will be asked to work special events. In the event everyone on the list refuses to work a specific special event, management may hire anyone they choose.
- N. The kitchen manager for a building may be required to attend the building open house.
- O. Student Nutrition Employees who agree to work special events shall be paid at their regular hourly rate or the "Special Event" rate in Appendix A (Salary Schedule), whichever is greater.
- P. The regularly scheduled workweek will begin on Monday at 12:01am and end on Sunday at midnight.
- Q. A Student Nutrition Employee may request time off without pay for a special occasion. The requested time off should be for a period of at least five (5) days. Leaves of less than 5 days may be granted by the Director of Student Nutrition. If possible the request should be made in writing at least four (4) weeks in advance to the Director of Student Nutrition for review. Holiday pay will be forfeited if the time off is request immediately before or after a paid holiday.
- R. The Employer shall provide \$175 toward the purchase of uniforms/shoes. Additionally, a cobbler apron/shirt will be provided annually.
- S. The District will do everything within its power to provide permanent sub(s). Employees working in more than one location will be paid IRS mileage rate for mileage between work sites and shall not clock out during travel time.

ARTICLE 19
DIVISION 5
SECRETARIAL, CLERICAL, BOOKKEEPING, ACCOUNTS PAYABLE, PAYROLL, FRINGE BENEFITS
SPECIALIST, ENROLLMENT AND STUDENT SERVICES DATA COORINATOR

A. Awarding of Positions

Whenever it is necessary to fill a vacancy for any Division 5 position(s), the following procedures will apply:

1. The position will be posted for a period of five (5) workdays.
2. The District will use the individual's qualifications, which include but are not limited to prior training and experience, certification, skills test, employment record and evaluations, in selecting the most qualified individual.
3. Administration will determine interview process and include a representative of Association in the interviews.
4. All changes in assignments will be implemented within ten (10) workdays of job award.
5. Employees selected for position(s) shall be subject to a trial period of thirty (30) consecutive days. It is understood that the Employee will be given reasonable assistance and training for the job. If the District disqualifies the Employee, the District will advise the Association of the reason(s) for such Employee's disqualification and the Employee will be returned to their former position/classification. The Employee shall have the right to return to their previous position within fifteen (15) workdays. During this trial period the employer may fill the vacated position with a substitute.

B. Workweek and Workday

1. The regularly scheduled workweek will begin on Monday at 12:01 a.m. and end on Sunday at midnight. The normal workday shall be defined as Monday through Friday and each position shall consist of the minimum number of hours per day as determined from the posting. An Employee will generally work the same days as their immediate supervisor.
2. The normal workday shall be in consecutive hours, which shall include a thirty (30) minute duty free unpaid lunch period.
3. Employees who work less than twelve (12) months shall receive written notice from the employer on the last workday as to the date to return to work in the coming school year.

4. Each Employee shall receive a paid fifteen (15) minute rest period during the first half of the workday and a paid fifteen (15) minute rest period during the second half of the workday. Each Employee shall establish a schedule with the supervisor. If an Employee is unable to take a rest period because there is no one available in the building to cover for them, the Employee shall arrange with the supervisor for compensatory time or an extended lunch hour.
5. The Administrator for each building shall appoint a person in charge of the building when they are not available or in attendance at the building. To maintain a cohesive learning environment, when feasible, the District will make arrangements for back-up coverage of staff utilizing permanent building substitute teachers when they are not needed to cover classroom assignments.

C. Vacations

Twelve Month Employees will receive vacation with pay in accordance with the following schedule. Vacation calculation and credit will be made based upon a July 1 to June 30 period of the preceding fiscal year. Days not utilized by July 1 will be paid out to employee at 50% per diem rate with no carry over.

| | |
|--|---------|
| After the completion of one (1) year of service | 10 days |
| After the completion of three (3) years of service | 12 days |
| After the completion of five (5) years of service | 15 days |
| After the completion of ten (10) years of service | 20 days |

For employees hired prior to July 1, 2022

| | | |
|--|---------|---------|
| After the completion of twenty (20) years of service | 25 days | *7-1-99 |
|--|---------|---------|

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

Less than Twelve Month Employees hired prior to July 1, 2001 will have vacation prorated from the schedule above.

Less than Twelve Month Employees hired after June 30, 2001 will not be eligible for paid vacation.

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

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

D. Inclement Weather/Emergency School Closing

If the entire District is closed due to inclement weather or emergency closing, Employees in this Division that are actively employed at the time the first three (3) days occur, shall not be required to report to work and shall be paid for the days. If the supervisor requires an Employee to report, the Employee's paid leave bank or vacation bank will be credited with an additional day. In the event the District is closed beyond three (3) days and make up of lost instructional time (student report or required professional development) does not equal the number of days the District is closed, Employees in this Division shall be able to deduct a day from their paid leave bank during the pay period in which school is closed. Secretaries may be allowed to work from home during closing days beyond the three (3) days with principal/supervisor permission.

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

E. Temporary Work

The parties acknowledge that the use of non-bargaining unit Employees to perform temporary bargaining unit work (including but not limited to special projects, relieve a back-log of work, etc.) is appropriate.

F. Testing Standards for New Hires and movement between classifications:

Professional Council will annually determine the need to review or update testing standards and/or instruments. The council will identify two (2) Division 5 Employees and two (2) Administrative representatives to amend testing standards and/or instruments. Recommendations will be presented and reviewed by Professional Council and sent to the Superintendent for final approval.

G. Division 5 Schedule of Workdays

The number of workdays listed below assumes the position is operative for the full fiscal year (July 1 to June 30) and is not intended to restrict the Employer's ability to eliminate or to reinstate a position during the year under the procedures set forth in Articles 12 and 13.

H. \$500 stipend for change to ancillary insurance will be paid to Division 5 employees hired prior to May 31, 2022.

WORK YEAR
Group A
12 Month Positions

POSITION
Accounts Payable
Athletic Director Secretary
Community Education Secretaries
Enrollment and Student Services Data Coordinator
Fringe Benefits Specialist
High School Bookkeeper
High School Principal's Secretary
High School Data/Counseling Secretary
Director of Operations Secretary
Payroll

THE FOLLOWING GROUPS WORK YEARS INCLUDE HOLIDAYS AS LISTED IN ARTICLE 21

WORK YEAR
Group B
223 workdays

POSITION
Middle/Intermediate School Principal's Secretary

Group C
218 workdays

Elementary Principal's Secretary

Group D
208 workdays

Elementary Principal's Secretary (part-time)
High School Grade Level Principal's Secretary
High School Attendance Secretaries High School
Secretary/Receptionist
Middle/Intermediate School Grade Level Principal's Secretary

ARTICLE 20
PAID TIME OFF (PTO)

- A. Employees shall earn ten (10) paid time off days annually with a maximum accumulation of 250 days. Employees who work more than ten (10) months shall earn one additional day for each month worked. The days will be credited at the start of the work year. Days utilized prior to the time the Employees would have otherwise earned the credit, will result in payroll adjustments in the event the Employee separates employment or is on unpaid leave.
- B. Paid time off days may be utilized for the following:
1. Up to five (5) days per year for serious illness of the Employee's spouse or child. Additional days may be authorized by the Superintendent or designee beyond the five (5) days and for other relations on a case-by-case basis. Forty-eight (48) hour notice will be given to the immediate supervisor for 1 or 2 days off and if 3 or more days are needed the request must be submitted to the Office of Human Resources

2. Employees must work the last scheduled day before a holiday and the first day after the holiday to be eligible for the holiday pay – unless the absence is approved by Human Resources. Employees on paid leave beyond two (2) consecutive calendar days, with proper medical documentation and Human Resources approval may be granted holiday pay.
 3. After an Employee has exhausted their yearly allotment of Paid Time Off (PTO) or shown a pattern of excessive absenteeism, further absences may result in disciplinary action in accordance with the tenants of progressive discipline.
- C. In the event of a death in the immediate family, the Employee will be released to attend the funeral without loss of pay for up to five (5) days. Such days will not be deducted from the Employee’s accumulated paid time off accumulation. Immediate family shall be defined as spouse, child, parents, brother, sister, step-child, step-parent, step-brother, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, and grandparents.
- One (1) day will be granted to attend the funeral of other relatives. In such instances, the day will not be deducted from the Employee’s paid leave day accumulation.
- D. In the event an Employee is absent from work due to a compensable injury under the Worker’s Compensation Act, the Employee’s individual paid time off day accumulation will be deducted on a prorated basis to the extent permitted by law to offset the differences between regular daily pay and the amount provided under the Act. Employees will accrue paid time off, vacation during a leave under the provision during the time prorated paid leave is utilized. Employees will not receive holiday pay while on a compensable leave under the Act.
- E. Upon separation from employment (except discharge), all accumulated paid time off days will be paid to the Employee at thirty (\$30.00) dollars per day for any unused paid time off. There are no required years of service or range of accumulation in order to be eligible for this payment
- F. Jury Duty
In the event an Employee is directed to report to jury duty or selection or is required to testify in court in conjunction with a case related to their employment, the Employee will not suffer a loss in pay. An Employee may use leave day(s) from his or her leave bank to attend any judicial or administrative matter, not related to their employment, that is required by a subpoena or court order.

**ARTICLE 21
HOLIDAYS**

- A. Employees will receive paid holidays in accordance with the schedule set forth below:
Employees must work the last scheduled day before a holiday and the first day after the holiday to be eligible for the holiday pay.

Division 1: Paraprofessionals

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

Division 2: Maintenance Department

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

Division 3: Student Nutrition

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

Division 5: Secretarial

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

- B. Division 2 Employees shall have one (1) additional day off with pay for their birthday which shall be taken at a convenient time as agreed upon by the Employee. If the birthday shall fall upon a weekend, or another scheduled holiday, the Employee may receive an additional day's pay in lieu of a day off at the option of the Board.
- C. Employees required to work on any of the above named holidays shall receive double time (2X) for hours worked in addition to their regular holiday pay.

- D. If an Employee is on paid vacation on any of the above named holidays, they shall be entitled to an additional day off with pay for the holiday or shall receive their normal day's pay for the holiday.
- E. When the scheduled holiday falls on Saturday, the Employees shall receive the Friday prior to the holiday off with pay. If the scheduled holiday falls on a Sunday, the Employees receive the Monday after the holiday off with pay. Division 2 Employees whose work schedule includes a Saturday or Sunday as set forth in Article 17(A)(2,3), will have the same day of the week off as Employees with a Monday through Friday schedule. In the event that either the Friday prior to the holiday or the Monday after the holiday would be a school session day, the Employer shall either pay the Employees on the holiday pay or grant a day off to the Employees for the holiday on a date that is mutually agreeable to the Association and the Employer.
- F. In the event a designated holiday is scheduled as a day of student instruction, the parties shall set forth an alternate holiday.
- G. In recognition of the service of employees in the district that are veterans, those employees will be allowed to take Veterans' Day off without it being charged to their personal leave or vacation bank.

ARTICLE 22
DRUG AND ALCOHOL-FREE WORKPLACE

- A. The parties mutually recognize the importance of maintaining an educational and work environment free of controlled substances and alcohol that is both safe and orderly for students and Employees and maintains the public trust and confidence. To this end, the parties agree that being under the influence of, the sale, possession, or use of alcohol or controlled substances while on district premises, in district vehicles or while attending to job related responsibilities away from the work site is prohibited.
- B. Lockers, desks, storage areas, District vehicles and other areas where Employees may store items are property of the District and as such may be searched where reasonable suspicion exists to believe an Employee has violated Section A above. Employees using their own vehicle for random drug testing will be paid mileage consistent with the current IRS rate.
- C. In the event the Board elects to institute a drug and alcohol testing program for Employees not covered by the federal Transportation Act, the Board agrees to notify the Association in writing and to negotiate upon written demand.
- D. Nothing contained in this article shall be construed to prohibit the Board from taking disciplinary action based upon test results obtained from police authorities in the course of an investigation.

**ARTICLE 23
INSURANCE**

- A. The parties have agreed to join the Livingston County Consortium that will provide health/medical benefits. If the District withdraws from the Consortium or if the Consortium disbands, the parties agree that the current MESSA plans being offered will continue to be offered (subject to the terms of the carrier) until the parties mutually agree to make any adjustments.

PLAN A: For Employees Electing Medical Insurance, current LCC plans are as follows:

| | |
|-----------------------------|--|
| MESSA Choices PPO 500/1000 | MESSA ABC 1 PPO |
| MESSA Choices PPO 1000/2000 | MESSA ABC 1 PPO with ABC Rx w/mandatory mail |

Ancillary benefits offered by LCC under Plan A will include dental, vision, life insurance, and LTD.

For Employees Not Electing Medical Insurance: Plan B

Ancillary benefits offered by LCC under Plan B will include dental, vision, life insurance and LTD.

The annual employee contribution shall be the amount beyond the annual State Hard Cap mandated district contribution for single, two person and full family. Any amounts in excess of the Board's contribution, as mandated by State Law, shall be payroll deducted as a condition of the Master Agreement.

- B. Employees in Division 1 (excluding Interpreters and CTE) and Division 3 will be allocated a total of forty (40) single-subscriber slots for Board-paid PLAN A health insurance contributions if they do not have health insurance paid by another source. The election of this benefit shall be on a seniority basis.
- C. Employees must assume responsibility for completing the necessary enrollment forms. Insurance benefits will be paid sixty (60) calendar days following the exhaustion of sick leave in the instance of extended disability or illness, unless otherwise required by law.
- D. In relationship to compensable leave under the Worker's Compensation Act, the Board may elect to continue hospitalization premium payments beyond the sixty (60) day limit.
- E. The insurance coverage provided through this agreement is subject to the rules and regulations of the insurance carriers.
1. Insurance benefits will be paid for sixty (60) calendar days following the exhaustion of sick leave (Article 7.G.3) in the instance of extended disability or illness. In the event the Employee is on a leave authorized under Article 7.A.3 (short term disability), the benefits will be paid for sixty (60) days from the first day of the unpaid leave.

2. In relationship to compensable leave under the Worker's Compensation Law, the Board may elect to continue hospitalization premium payments beyond the sixty (60) day limit.
 3. The Board agrees to establish a Cafeteria Plan, which qualifies under Section 125 of the Internal Revenue Code.
- F. Division 1 – Paraprofessionals and Interpreters
1. Paraprofessionals – To be eligible to receive the SINGLE subscriber coverage under PLAN A, bargaining unit members must work at least six (6) hours per day.
 2. Interpreters – Shall be eligible to receive up to FULL FAMILY coverage under PLAN A or PLAN B. Interpreters who work less than six (6) hours per day shall receive a pro-rated share, based on six (6) hours as full time.
- G. Division 3 – Student Nutrition
1. To be eligible to receive SINGLE subscriber coverage under Plan A, bargaining unit members must work at least five (5) hours per day.
 2. The Production Managers, Clerks, and Coordinators working forty (40) hours weekly shall be eligible to receive up to FULL FAMILY coverage under PLAN A or PLAN B.
- H. Division 2 – Maintenance
1. Full time Employees in Division 2 shall receive up to FULL FAMILY coverage under PLAN A or PLAN B.
 2. Part-time Division 2 Employees, working twenty (20) or more hours per week will receive a prorated contribution toward the purchase of PLAN A or B.
- I. Division 5 – Secretarial
1. Employees regularly scheduled to work at least seven and one quarter (7.25) hours per day shall receive up to FULL FAMILY coverage under PLAN A or PLAN B.
 2. Employee regularly scheduled to work at least four (4) hours per day, but less than seven and one quarter (7.25) hours per day, will receive a prorated portion of the premium contributions.
 3. Employees regularly scheduled to work at least three (3) hours per day, but less than four (4) hours per day, shall receive PLAN B.
- J. Open enrollment for insurance will be in November and becomes effective January 1.
- K. Cash in lieu of insurance for employees will not be paid for the 2022-25 contract.

**ARTICLE 24
DURATION OF AGREEMENT**

This Agreement shall be effective upon ratification by the Employer and shall remain in effect until June 30, 2025.

BRIGHTON EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

BRIGHTON AREA SCHOOLS BOARD OF
EDUCATION

President

President

Association Representative

Secretary

Date

Superintendent

**APPENDIX A
SALARY SCHEDULE**

DIVISION 1 PARAPROFESSIONALS

| POSITION | STEP | 2022-23 | 2023-24 | 2024-25 |
|---|------|---------|---------|---------|
| Special Education Program Assistants Classroom Assistants Library Media Assistants Study Center Assistants | 1 | \$15.00 | \$15.30 | \$15.61 |
| | 2 | \$15.71 | \$16.03 | \$16.35 |
| | 3 | \$16.46 | \$16.79 | \$17.12 |
| | 4 | \$17.24 | \$17.59 | \$17.94 |
| | 5 | \$18.06 | \$18.42 | \$18.79 |
| | | | | |
| Sign Language Interpreters | | \$25.02 | \$25.77 | \$26.28 |
| Certified CTE/STEAM Teacher Assistants | | \$24.84 | \$25.59 | \$26.10 |
| Non-Certified CTE/STEAM Teacher Assistants | | \$18.63 | \$19.19 | \$19.57 |

Step Placement for 2022-23

1. Employees on step two/three years for 2021-22 will go to Step 2 in 2022-23
2. Employees on step four/five years for 2021-22 will go to Step 3 in 2022-23
3. Employees on step six/seven years for 2021-22 will go to Step 4 in 2022-23
4. Employees on step eight years for 2021-22 will go to Step 5 in 2022-23

Steps granted for 2023-24 and 2024-25 school years if employee completes 75% of the work year.

DIVISION 2 MAINTENANCE

| POSITION | STEP | 2022-23 | 2023-24 | 2024-25 |
|-------------|------|---------|---------|---------|
| Maintenance | 1 | \$19.97 | \$20.57 | \$20.98 |
| | 2 | \$20.77 | \$21.39 | \$21.82 |
| | 3 | \$21.60 | \$22.25 | \$22.69 |
| | 4 | \$22.46 | \$23.14 | \$23.60 |
| | 5 | \$23.36 | \$24.09 | \$24.57 |

Locksmith Certification (1) \$600 annually Boiler Operator License (2) \$600 Annually
Pool Operator Certification (1) \$600 annually Back up Pool Operator (1) \$300 Annually

Stipends to be paid in June each year (or at resignation/retirement) prorated if full year is not worked.

Step Placement for 2022-23

1. Employees with one year of service will be placed on step 2
2. Employees with two years of service will be placed on step 3
3. Employees with three to nine years of service will be placed on step 4
4. Employees with 10+ years of service will be placed on step 5.

Steps granted for 2023-24 and 2024-25 school years if employee completes 75% of the work year.

DIVISION 3 STUDENT NUTRITION

| POSITION | STEP | 2022-23 | 2023-24 | 2024-25 |
|--|------|---------|---------|---------|
| Student Nutrition Coordinators Production Managers Drivers | 1 | \$18.04 | \$18.49 | \$18.86 |
| | 2 | \$18.39 | \$18.85 | \$19.23 |
| | 3 | \$18.76 | \$19.23 | \$19.61 |
| Head Cooks Head Bakers | 1 | \$17.12 | \$17.55 | \$17.90 |
| | 2 | \$17.46 | \$17.90 | \$18.25 |
| | 3 | \$17.81 | \$18.25 | \$18.62 |
| Student Nutrition Managers Technicians Clerks | 1 | \$15.55 | \$15.94 | \$16.26 |
| | 2 | \$15.86 | \$16.25 | \$16.58 |
| | 3 | \$16.17 | \$16.58 | \$16.91 |
| Student Nutrition Assistants | 1 | \$14.40 | \$14.76 | \$15.05 |
| | 2 | \$14.69 | \$15.05 | \$15.36 |
| | 3 | \$14.98 | \$15.36 | \$15.66 |
| Special Events | | \$16.22 | \$16.62 | \$16.96 |

Step Placement for 2022-23

1. Nutrition Assistants employed during 2021-22 school year placed on step 1 for 2022-23.

Step Placement for 2022-23 for the other classifications:

1. Employees hired after October 15, 2021 or who did not work 75% of 2021-22 are placed on step 1 for 2022-23.
2. Employees hired prior to October 15, 2021 that worked 75% of 2021-22 school year will be placed on step 2 for 2022-23 school year.
3. Employees with 10+ years of experience will be placed on Step 3

Steps granted for 2023-24 and 2024-25 school years if employee completes 75% of the work year.

If an employee is promoted to another position, they will be placed on the next highest step that assures at least a \$0.50 increase.

DIVISION 5 SECRETARIAL

| POSITION | STEP | 2022-23 | 2023-24 | 2024-25 |
|---------------------------|------|---------|---------|---------|
| Payroll | 1 | \$24.37 | \$25.11 | \$25.61 |
| Fringe Benefit Specialist | 2 | \$25.92 | \$26.69 | \$27.23 |
| Bookkeepers | 3 | \$27.55 | \$28.38 | \$28.95 |

| CLASS 1 POSITIONS | Step | 2022-23 | 2023-24 | 2024-25 |
|--|------|---------|---------|---------|
| Athletic Director Secretary | | | | |
| Community Education Secretaries | | | | |
| Enrollment and Student Services Data Coordinator | 1 | \$16.84 | \$17.35 | \$17.69 |
| High School Principal Secretary | 2 | \$17.90 | \$18.43 | \$18.80 |
| Director of Operations Secretary | 3 | \$18.91 | \$19.47 | \$19.86 |
| HS Data/Counseling Secretary | 4 | \$20.11 | \$20.71 | \$21.13 |
| Elementary Principal Secretary | 5 | \$21.79 | \$22.45 | \$22.90 |
| High School Bookkeeper | | | | |
| MS/Intermediate Principal Secretary | | | | |

| CLASS 2 POSITIONS | STEP | 2022-23 | 2023-24 | 2024-25 |
|--|------|---------|---------|---------|
| MS/Inter Grade Level Principal Secretary | 1 | \$16.02 | \$16.50 | \$16.83 |
| HS Attendance Secretary | 2 | \$16.99 | \$17.50 | \$17.85 |
| HS Grade Level Principal Secretary | 3 | \$18.04 | \$18.58 | \$18.95 |
| HS Secretary/Receptionist | 4 | \$19.23 | \$19.81 | \$20.20 |
| Part-Time Elementary Principal Secretary | 5 | \$20.93 | \$21.56 | \$21.99 |

Step Placement for 2022-23 for Class 1 and 2 Secretaries

- | | |
|---|--------------------|
| 1. Hired on or after October 15, 2021 and on "start step" for 2021-22 | Step 1 for 2022-23 |
| 2. Hired prior to October 15, 2021 and on "start step" for 2021-22 | Step 2 for 2022-23 |
| 3. On three years step in 2021-22 | Step 3 for 2022-23 |
| 4. On four years step in 2021-22 | Step 4 for 2022-23 |
| 5. On five or six years step for 2021-22 | Step 5 for 2022-23 |

Steps granted for 2023-24 and 2024-25 school years if employee completes 75% of the work year.

Division 5 employees hired prior to July 1, 2012 who are currently receiving \$0.10 an hour times their total regularly scheduled hours, will continue to receive this stipend to be paid by August 31 annually. This provision will sunset when these employees terminate employment.

LONGEVITY

Employees will be paid the following for longevity:

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

* Employees receiving longevity as of June 30, 2008 will continue to receive longevity. New employees as of July 1, 2008, will receive longevity based on years of seniority in BESP. The longevity payment will be paid once a year no later than June 30.

Signing Bonus:

A one-time off schedule non-pensionable bonus will be calculated for each 12 month bargaining unit member as the difference between their 2021-22 hourly rate and their 2022-23 hourly rate multiplied times their regular number of hours worked per day for 25 days, to be paid the first pay in September 2022.

**APPENDIX B
DIVISION CLASSIFICATIONS**

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

Division 1: PARAPROFESSIONALS:
Special Education Program Assistants Classroom Assistants
Study Center Assistants CTE Teacher Assistants
Library Media Assistants Sign language Interpreters

Division 2: MAINTENANCE:
Maintenance

Division 3: STUDENT NUTRITION:
Production Manager Coordinators
Clerks Head Cook/Head Baker
Technicians Assistants
Managers Drivers

Division 5: SECRETARIAL:
Fringe Benefits Specialist, Payroll, Accounts Payable

Class 1

Athletic Secretary Operations Director Secretary
Elementary Principal Secretary HS Principal Secretary
HS Bookkeeper HS Data/Counseling Secretary
Middle/Intermediate Principal Secretary
Community Education Bookkeeper and Secretaries
Enrollment and Student Services Data Coordinator

Class 2

HS Grade Level Principal Secretary HS Attendance Secretaries
HS Secretary/Receptionist
Middle/Intermediate Grade Level Principal Secretary
Part-Time Elementary Principal Secretary

**APPENDIX C
EVALUATION FORMS**

1. Paraprofessionals
2. Maintenance
3. Student Nutrition
4. Secretarial

**BRIGHTON AREA SCHOOLS
PERFORMANCE EVALUATION
BESPA DIVISION 1**

SPECIAL EDUCATION PROGRAM, CLASSROOM, CTE, AND STUDY CENTER ASSISTANTS

Employee Name: _____ Employee ID#: _____

Position: _____ School Year: _____

School Building(s): _____

| | |
|-------------|------------------------|
| KEY: | |
| 4 | = Exceeds Expectations |
| 3 | = Meets Expectations |
| 2 | = Needs Improvement |
| 1 | = Unsatisfactory |

1. Professionalism

- a. Follows district confidentiality policy
- b. Follows district dress code policy
- c. Dependability through promptness/attendance
- d. Accepts responsibility for assigned tasks
- e. Accepts additional responsibilities
- f. Completes tasks in a timely manner

| | |
|-----------|--|
| 1a | |
| 1b | |
| 1c | |
| 1d | |
| 1e | |
| 1f | |

2. Relationship with Students

- a. Respects student needs and abilities
- b. Respects student social skills
- c. Facilitates learning (does not do tasks for student)
- d. Encourages student independence in school environment
- e. Shows enthusiasm working with student

| | |
|-----------|--|
| 2a | |
| 2b | |
| 2c | |
| 2d | |
| 2e | |

3. Relationship with Staff

- a. Good working relationship with staff members
- b. Consistent, timely communication with teachers/caseworkers
- c. Follows instructions given by staff

| | |
|-----------|--|
| 3a | |
| 3b | |
| 3c | |

4. Personal Qualities

- a. Exhibits positive attitude
- b. Cooperative team player
- c. Self-motivated/works well without close supervision
- d. Proactive - offers suggestions for student success
- e. Flexible in changing & challenging working conditions

| | |
|-----------|--|
| 4a | |
| 4b | |
| 4c | |
| 4d | |
| 4e | |

5. Assigned Duties

- a. Implements Instructional/PT/OT Behavior Plans
- b. Assists classroom teacher
- c. Attends to physical/medical needs in respectful manner
- d. Manages disruptive behavior of student(s)
- e. Maintains appropriate supervision of students
- f. Completes records requested by teacher/caseworker/admin
- g. Maintains program area and equipment

| | |
|-----------|--|
| 5a | |
| 5b | |
| 5c | |
| 5d | |
| 5e | |
| 5f | |
| 5g | |

6. Knowledge/Skills

- a. Demonstrates knowledge of student needs
- b. Innovative in working with students
- c. Ability to work with multiple students

| | |
|-----------|--|
| 6a | |
| 6b | |
| 6c | |

7. Professional Development

- a. CPI Certified?
- b. Professional Development hours completed?
- c. Number of hours completed

| | |
|-----------|--|
| 7a | |
| 7b | |
| 7c | |

EVALUATOR COMMENTS

EMPLOYEE COMMENTS

I understand that if I plan to attach a response, I have 2 weeks or 10 workdays. I understand that if my response is not received by ____/____/____, my evaluation will be completed without my comments.

Signature shall not be understood, interpreted, or indicate agreement with the content of the material.

Administrator Signature

Date

Employee Signature

Date

**BRIGHTON AREA SCHOOLS
PERFORMANCE EVALUATION
BESPA DIVISION 1
LIBRARY MEDIA ASSISTANT**

Employee Name: _____ Employee ID#: _____

Position: _____ School Year: _____

School Building(s): _____

| |
|--------------------------|
| KEY: |
| 4 = Exceeds Expectations |
| 3 = Meets Expectations |
| 2 = Needs Improvement |
| 1 = Unsatisfactory |

8. Professionalism

- a. Follows district confidentiality policy
- b. Follows district dress code policy
- c. Dependability through promptness/attendance
- d. Accepts responsibility for assigned tasks
- e. Accepts additional responsibilities
- f. Completes tasks in a timely manner

| | |
|----|--|
| 1a | |
| 1b | |
| 1c | |
| 1d | |
| 1e | |
| 1f | |

9. Relationship with Students

- a. Respects student needs
- b. Shows enthusiasm working with students
- c. Assists students in locating and using library resources

| | |
|----|--|
| 2a | |
| 2b | |
| 2c | |

10. Relationship with Staff

- a. Good working relationship with staff members
- b. Consistent, timely communication with staff
- c. Follows instructions given by supervisory staff

| | |
|----|--|
| 3a | |
| 3b | |
| 3c | |

11. Personal Qualities

- a. Exhibits positive attitude
- b. Cooperatively works with others
- c. Works well without close supervision
- d. Maintains flexibility

| | |
|----|--|
| 4a | |
| 4b | |
| 4c | |
| 4d | |

12. Assigned Duties

- a. Maintains library collection - shelving books, making sure books are in order
- b. Processes library materials
- c. Organizes and catalogs equipment
- d. Repairs library materials as needed
- e. Coordinates inter-library loans
- f. Laminates teacher materials as needed and replaces rolls
- g. Maintains clean, orderly, and welcoming environment
- h. Performs other tasks as assigned

| | |
|----|--|
| 5a | |
| 5b | |
| 5c | |
| 5d | |
| 5e | |
| 5f | |
| 5g | |
| 5h | |

13. Knowledge/Skills

- a. Demonstrates knowledge of library collection
- b. Shows mastery of library management system

| | |
|----|--|
| 6a | |
| 6b | |

14. Professional Development Hours

- a. Professional Development hours completed?
- b. Number of hours completed

| | |
|----|--|
| 7a | |
| 7b | |

EVALUATOR COMMENTS

EMPLOYEE COMMENTS

I understand that if I plan to attach a response, I have 2 weeks or 10 workdays. I understand that if my response is not received by ____/____/____, my evaluation will be completed without my comments.

Signature shall not be understood, interpreted, or indicate agreement with the content of the material.

Administrator Signature

Date

Employee Signature

Date

**BRIGHTON AREA SCHOOLS
PERFORMANCE EVALUATION
BESPA DIVISION 2
MAINTENANCE**

Employee Name: _____

Employee ID#: _____

Position: _____

School Year: _____

| |
|--------------------------|
| KEY: |
| 4 = Exceeds Expectations |
| 3 = Meets Expectations |
| 2 = Needs Improvement |
| 1 = Unsatisfactory |

| ITEM | COMMENTS | RATING |
|---|----------|--------|
| Attendance | | |
| Punctuality | | |
| Caliber of Work | | |
| Dependability/ Meeting Deadlines | | |
| Quality of Work | | |
| Job Knowledge | | |
| Attitude - fellow worker & supervision | | |
| Use of Materials/ Cleaning Products | | |
| Use and Care of Equipment | | |
| Use of Working Hours | | |
| Personal Appearance | | |
| General Conduct in Building | | |
| Cooperation with Administration | | |
| Cooperation with Teachers | | |
| Cooperation with Pupils | | |
| Cooperation with Public | | |

| | | |
|---------------------|--|--|
| Job Attitude | | |
|---------------------|--|--|

EVALUATOR COMMENTS

EMPLOYEE COMMENTS

I understand that if I plan to attach a response, I have 2 weeks or 10 workdays. I understand that if my response is not received by ____/____/____, my evaluation will be completed without my comments.

Signature shall not be understood, interpreted, or indicate agreement with the content of the material.

Administrator Signature

Date

Employee Signature

Date

**BRIGHTON AREA SCHOOLS
PERFORMANCE EVALUATION
BESPA DIVISION 3**

**STUDENT NUTRITION COORDINATORS, TECHNICIANS, ASSISTANTS, MANAGERS, CLERKS,
DRIVERS, PRODUCTION MANAGER, HEAD COOK, AND HEAD BAKER**

Employee Name: _____ Employee ID#: _____

Position: _____ School Year: _____

School Building(s): _____

| |
|--------------------------|
| KEY: |
| 4 = Exceeds Expectations |
| 3 = Meets Expectations |
| 2 = Needs Improvement |
| 1 = Unsatisfactory |

JOB EFFECTIVENESS

1. Knowledge of School Lunch Program and Health Code

- a. Demonstrates superior knowledge of job requirements
- b. Seldom requires additional assistance or supervision
- c. Demonstrates acceptable knowledge of job requirements
- d. Demonstrates minimal knowledge of job requirements
- e. Requires constant assistance or supervision

| Points |
|--------|
| |
| |
| |
| |
| |

2. Quantity of Work

- a. Consistently completes an amount of work beyond expectations
- b. Completes more work than would be expected
- c. Completes an appropriate amount of work in time allotted
- d. Completes an amount of work that is less than would be expected
- e. Completes an insufficient amount of work in time allotted

| Points |
|--------|
| |
| |
| |
| |
| |

3. Quality of Work

- a. Constantly produces superior quality of work
- b. Frequently produces a quality of work above what would be expected
- c. Quality of work is acceptable
- d. Quality of work is occasionally unacceptable
- e. Quality of work is consistently unacceptable

| Points |
|--------|
| |
| |
| |
| |
| |

4. Communications

- a. Shares ideas and knowledge consistently
- b. Communications are clear and consistent
- c. Communicates when necessary
- d. Occasionally communicates partial information
- e. Fails to communicate

| Points |
|--------|
| |
| |
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| |
| |

5. Problem Solving Skills

- a. Rarely requires direction or supervision
- b. Seldom requires some direction and supervision
- c. Occasionally requests some direction and supervision
- d. Frequently requires some direction and supervision
- e. Requires constant direction and supervision

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6. Knowledge of Product and Equipment

- a. Demonstrates superior knowledge of job requirements
- b. Seldom requires additional assistance or supervision
- c. Demonstrates acceptable knowledge of job requirements
- d. Demonstrates minimal knowledge of job requirements
- e. Requires constant assistance or supervision

| Points |
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INTERPERSONAL CHARACTERISTICS

7. Relationships with Other Employees

- a. Consistently promotes cooperation and has a positive effect on other employees
- b. Frequently promotes cooperation and goodwill with other employees
- c. Establishes positive relationships with others
- d. Requires improvement in cooperation and goodwill with other employees
- e. Interacts poorly with other employees

| Points |
|--------|
| |
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8. Interaction with Students

- a. Consistently demonstrates superior interpersonal skills with students
- b. Consistently works to improve relationships with students
- c. Interacts effectively with students in an appropriate manner
- d. Interacts with students in an ineffective manner
- e. Consistently inappropriate or unacceptable manner

| Points |
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| |

9. Dependability

- a. Outstanding reliability and job is always completed correctly
- b. Rarely misses necessary task and is reliable
- c. Occasionally misses necessary tasks
- d. Requires constant supervision to perform daily routine correctly

| Points |
|--------|
| |
| |
| |
| |

10. Attendance (Non-FMLA Absences)

- a. Absent 0-3 days
- b. Absent 4-6 days
- c. Absent 7-9 days
- d. Absent 10+ days

| Points |
|--------|
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| |
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| |

11. Attitude

- a. Approaches all aspects of the job with a positive attitude
- b. Completes job responsibilities in a positive manner
- c. Completes job responsibilities with little enthusiasm
- d. Frequently complains and demonstrates a negative attitude

| Points |
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| |

TOTAL POINTS POSSIBLE = 52

TOTAL POINTS AWARDED

| |
|--|
| |
|--|

Certification and Professional Development

SERV Safe Certified?

PD Hours Completed?

Total PD Hours _____

EVALUATOR COMMENTS

EMPLOYEE COMMENTS

I understand that if I plan to attach a response, I have 2 weeks or 10 workdays. I understand that if my response is not received by ____/____/____, my evaluation will be completed without my comments.

Signature shall not be understood, interpreted, or indicate agreement with the content of the material.

Administrator Signature

Date

Employee Signature

Date

**BRIGHTON AREA SCHOOLS
PERFORMANCE EVALUATION
BESPA DIVISION 5**

**SECRETARIAL, CLERICAL, BOOKKEEPING, ACCOUNTS PAYABLE, PAYROLL, FRINGE BENEFITS
SPECIALIST, ENROLLMENT AND STUDENT SERVICES DATA COORINATOR**

Employee Name: _____ Employee ID#: _____

Position: _____ School Year: _____

School Building(s): _____

| |
|--------------------------|
| KEY: |
| 4 = Exceeds Expectations |
| 3 = Meets Expectations |
| 2 = Needs Improvement |
| 1 = Unsatisfactory |

JOB PERFORMANCE

1. Organizing & Handling Office

- a. How systematically and efficiently does the employee plan/organize work?
- b. Does the employee schedule work with proper sense of priorities, etc.?

| | |
|-----------|--|
| 1a | |
| 1b | |

2. Computer Usage

- a. Is the employee proficient in producing computer assignments using various programs?
- b. Can the employee create a quality product for intended purpose (i.e., word processing, database, reports, etc.)?

| | |
|-----------|--|
| 2a | |
| 2b | |

3. Handling Correspondence

- a. How well does the employee screen incoming correspondence and prepare letters?
- b. Does the employee see that work is handled promptly?
- c. Are files organized and correspondence properly maintained?

| | |
|-----------|--|
| 3a | |
| 3b | |
| 3c | |

4. Schedules & Problem Solving

- a. How accurately does the employee keeps records of schedules, appointments, and meetings?
- b. Does the employee promptly communicate meeting or schedule changes?
- c. Does the employee possess the ability to initiate last minute changes and problem solve while remaining calm?

| | |
|-----------|--|
| 4a | |
| 4b | |
| 4c | |
| 4d | |

5. Relations with Others

- a. How effectively does the employee handle relations with others?
- b. Does the employee answer requests and furnish information in a polite manner?
- c. Does the employee keep supervisor informed regarding status of work?

| | |
|-----------|--|
| 5a | |
| 5b | |
| 5c | |

6. Functional Knowledge of First Aid

- a. Does employee possess the ability to render First Aid?
- b. Can the employee handle emergencies?
- c. Does the employee relate well to sick children?

| | |
|-----------|--|
| 6a | |
| 6b | |
| 6c | |

PERSONAL CHARACTERISTICS

7. Dependability

- a. Does the employee show good judgment?
- b. Is the employee trustworthy and loyal in carrying out job assignments?
- c. Is the employee reliable in terms of attendance?

| | |
|-----------|--|
| 7a | |
| 7b | |
| 7c | |

8. Self-Expression

- a. Is the employee proficient handling oral communications?
- b. Is the employee proficient handling written communications?

| | |
|-----------|--|
| 8a | |
| 8b | |

9. Responsibility

- a. Is the employee able to get things done?
- b. Does the employee plan, organize and carry out work assignments with little or no supervision?

| | |
|-----------|--|
| 9a | |
| 9b | |

10. Job Interest

- a. Does the employee show Initiative in work assignments?
- b. Is the employee willing to accept new assignments?

| | |
|------------|--|
| 10a | |
| 10b | |

11. Pride in Work

- a. Does the employee display proper concern for quality and accuracy of work?

| | |
|------------|--|
| 11a | |
|------------|--|

12. Professional Development Hours

- a. Professional Development hours completed? Yes/No
- b. Number of hours completed

| | |
|------------|--|
| 12a | |
| 12b | |

EVALUATOR COMMENTS

EMPLOYEE COMMENTS

I understand that if I plan to attach a response, I have 2 weeks or 10 workdays. I understand that if my response is not received by ____/____/____, my evaluation will be completed without my comments.

Signature shall not be understood, interpreted, or indicate agreement with the content of the material.

Administrator Signature

Date

Employee Signature

Date

**APPENDIX D
BESPA/BRIGHTON AREA SCHOOLS
GRIEVANCE REPORT FORM**

Grievance Number: _____ School Building: _____

Grievant: _____ Assignment: _____

Date Cause of Grievance Occurred: _____

INFORMAL. Date Grievance was discussed with Immediate Supervisor: _____

STEP 1. Date of filing written Grievance with Immediate Supervisor: _____

1. Statement of Grievance (including Article and Section of Master Agreement allegedly violated, misinterpreted, or misapplied):

2. Relief Sought:

BESPA Representative

Grievant

Date

B. Disposition of Immediate Supervisor:

Signature of Principal or Supervisor

Date

C. Disposition of Grievant and/or Association: Satisfactory: _____ Unsatisfactory: _____

BESPA Representative

Grievant

Date

STEP 2.

A. Date Received by Human Resources: _____

B. Disposition of Human Resources:

Assistant Superintendent HR _____ Date _____

C. Disposition of Grievant and/or Association: Satisfactory: _____ Unsatisfactory: _____

BESPA President _____ Date _____

STEP 3.

A. Date Received by Superintendent: _____

B. Disposition of Superintendent:

Superintendent _____ Date _____

C. Disposition of Grievant and/or Association: Satisfactory: _____ Unsatisfactory: _____

BESPA President _____ Date _____

LEVEL 4.

A. Date Submitted to Arbitration: _____

Date of Decision _____ Decision Attached _____



**Letter of Agreement between
Brighton Area Schools
And
Brighton Educational Support Personnel Association
December 18, 2023**

This Letter of Agreement (“LOA”) is entered into between the Brighton Area Schools (the “District”) and the Brighton Educational Support Personnel Association (“BESPA”)


WHEREAS, The Brighton Area Schools (the “District”) and the Brighton Educational Support Personnel Association (“BESPA”) have a collective bargaining agreement (“CBA”) in place between the parties that expires on June 30, 2025.


NOW, THEREFORE, The Parties agree as follows:

1. This LOA is written due to the lunch time being altered by the Brighton High School (“BHS”) Advisory course pilot running each Wednesday at the start of the 2023-2024 school year. This LOA will only apply to the regularly scheduled BHS employees under the BESPA contract that are directly affected by this pilot. The purpose is to account for the inconsistency of the Schedule on Advisory Wednesdays compared to the rest of the work week.
2. To clarify the following articles to account for the Advisory Wednesday schedule including more hours than the other four days in the work week;
 - a. Article 18, Division 3: Lunch/Break time will be increased on Advisory Wednesday's if the employee's hours reach the next tier of time.
 - b. Article 20, Paid Time Off (PTO): If an employee utilizes PTO on an Advisory Wednesday in which their hours have been increased compared to the rest of the work week, they will be paid according to the increased scheduled time.
 - c. Article 21, Holidays: If a paid holiday falls on an Advisory Wednesday, an employee will be paid according to the increased scheduled time.
3. This is intended as a temporary agreement and all other contractual components related to daily hours, not stated in 2a, 2b, and 2c of this LOA, will utilize employee's daily hours from non-advisory days.
4. The School District and the Association also agree that this Letter of Agreement shall not be deemed a precedent or past practice for purposes of the labor relations between the parties.

Jacob Anastasoff

Assistant Superintendent of HR
anastasoffj@brightonk12.com

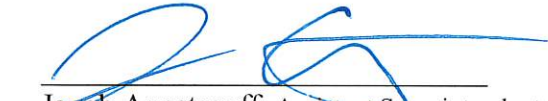
 P: (810) 299-4090
F: (810) 299-4092

 125 South Church St
Brighton, MI 48116

www.brightonk12.com

5. The pilot, and this LOA, will expire on January 26, 2024. A new LOA must be mutually agreed upon by both parties in order to continue the altered Wednesday schedules.


On Behalf of the District:



Jacob Anastasoff, Assistant Superintendent of HR
Brighton Area Schools

Date 12/18/2023

On Behalf of BESPAs:



Christine Gaunt
BESPA President

Date 12/18/23



**Letter of Agreement between
Brighton Area Schools
And
Brighton Educational Support Personnel Association
December 18, 2023**

This Letter of Agreement (“LOA”) is entered into between the Brighton Area Schools (the “District”) and the Brighton Educational Support Personnel Association (“BESPA”)

WHEREAS, The Brighton Area Schools (the “District”) and the Brighton Educational Support Personnel Association (“BESPA”) have a collective bargaining agreement (“CBA”) in place between the parties that expires on June 30, 2025.

NOW, THEREFORE, The Parties agree as follows:

1. The intention of this bonus is to honor the breakfast/lunch number increase due to the universal free meals established by the state of Michigan, beginning the 23-24 school year.
2. BAS Student Nutrition employees under the BESPA contract, will receive the following end of school year bonus if they meet the requirements in section 3 below. They must hold the following Title/hours prior to June 1, 2024 for the 23-24 bonus and June 1, 2025 for the 24-25 bonus.
 - a. \$1000 - Coordinators, Managers, Drivers, Technicians, Head Cooks/Bakers, Clerks
 - b. \$750 - Assistants with four (4) or more contracted hours per day
 - c. \$500 - Assistants with less than four (4) contracted hours per day
3. Requirements to receive the bonus
 - a. Must be currently employed by BAS on the date in which the bonus is dispersed by payroll or retire after the last day of the school year.
 - i. If an employee is employed from the 1st day of the school year and retires between January 29, 2024 and the last day of the 23-24 school year, they will receive 50% of the 23-24 Bonus.
 - ii. If an employee is employed from the 1st day of the school year and retires between January 27, 2025 and the last day of the 24-25 school year, they will receive 50% of the 24-25 Bonus.
 - b. Must be employed by BAS, with a start date on or previous to December 1, 2023 to receive 100% of the 23-24 bonus.
 - i. Those employees with a start date including and between December 4, 2023, and March 22, 2023, will receive 50% of the 23-24 bonus.
 - c. Must be employed by BAS, with a start date on or previous to November 29, 2024 to receive 100% of the 24-25 bonus.
 - i. Those employees with a start date including and between December 2, 2024, and March 21, 2025, will receive 50% of the 24-25 bonus.

4. The bonus payment for the 23-24 school year will be applied to the last paycheck in June, 2024. The bonus payment for the 24-25 school year will be applied to the last paycheck in June, 2025.
5. The School District and the Association also agree that this Letter of Agreement shall not be deemed a precedent or past practice for purposes of the labor relations between the parties.
6. This Letter of Agreement is entered into this 1st day of December 18, 2023 and expires on June 30, 2025, if the Michigan universal free meals continues through the 2024-2025 school year. If the Michigan universal free meals ends after the 2023-2024 school year, this Letter of Agreement will expire on June 30, 2024.

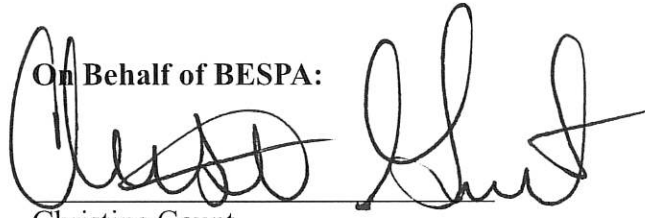
On Behalf of the District:



Jacob Anastasoff, Assistant Superintendent of HR
Brighton Area Schools

Date 12/18/23

On Behalf of BESPAs:



Christine Gaunt
BESPA President

Date 12/18/23