



Master Agreement

Brighton Educational Support Personnel Association

and

Brighton Area Schools

Effective

July 1, 2025 to June 30, 2028

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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: Special Education Program Assistants (SEPAs) and Sensory Room Coordinators 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/STEAM Teaching Assistants, Library/Media and Study Center Assistants, Sign Language Interpreters, and Health Service Professionals regardless of the number of hours worked.

Division 2: MAINTENANCE

Division 3: STUDENT NUTRITION: Student Nutrition Coordinators, Technicians, Assistants, Managers, Clerks, Drivers, Production Manager, Head Cook, Head Baker, Floating Assistants, and Floating Assistant/Manager.

Division 5: SECRETARIAL: Secretaries, Receptionist, Bookkeeping, and Accounts Payable, Payroll, and Fringe Benefits Specialists, and Athletic Department and the Enrollment & Student Services Data Coordinator.

This agreement excludes substitutes, teachers, supervisors, Administrative Assistant to the Superintendent, HR Coordinator, Administrative Assistant for Curriculum & Technology, and District Nurses (Supervisors of the Health Service Professionals).

- 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-L (temporary transfers) and Article 16-A.3 (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 in situations 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. Except as they may interfere with the employee-pupil relationship, 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, as determined by law.
- 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 or designee.

- 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 or designee.

ARTICLE 5
NEGOTIATION PROCEDURES

- A. Negotiations for a succeeding contract will commence between the parties not less than 60 days prior to the expiration date of this contract, provided however, the parties

may mutually agree on any other date for commencement for bargaining.

- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.

ARTICLE 6 PAYROLL

- A. Payroll will be paid biweekly, 21 or 26 pays. The number of payments annually, will depend on the employee's position and length of work year.

B. PAYROLL DEDUCTION

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.

C. OVERTIME and EXTRA HOURS

1. 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.
2. Extra hours will be divided as equally as possible within the building.
3. In the event any errors or omissions are made in relation 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.

D. DIRECT DEPOSIT

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

**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. The posting may be delayed upon mutual agreement between the Association and the Employer.
 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.
 8. Employees absent on unpaid leaves of absence that occur on the last scheduled day before a holiday or the first day after the holiday, will not be eligible for holiday pay.
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- B. Unpaid leaves of absence shall be granted for prolonged serious illness of a physical or mental nature in the immediate family, which includes spouse/domestic partner, children, step-children, foster 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. On the employee's return from this unpaid leave, if a vacancy in the employee's most recent Division does not exist for which they are qualified, the employee will be laid off without the option to bump and subject to the Recall process in Article 13.

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 (60 days) per year.
2. A "rolling" 12-month period measured backward from the date of any FMLA leave usage 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 off. An Employee may elect to retain a balance of five (5) days in their PTO bank and the Board cannot require the use of those five (5) days. An employee may elect to use vacation days during this leave. FMLA is concurrent with other qualifying leaves.
4. Childcare Leave – Any employee with an infant or adopting a child shall be granted childcare leave upon written request of the employee under provisions of FMLA. The employee may use leave days from their own leave bank for this qualifying event up to the remaining days available under FMLA (at most twelve (12) weeks) for that absence.
5. Alternate and intermittent assignment(s) may be considered by the Board when medically necessary as required by law.
6. 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.
7. Insurance benefit payments will continue for an Employee absent on a qualified leave under this section. Employee contributions will remain in effect.
8. 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.

9. 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. The posting may be delayed upon mutual agreement between the Association and the Employer.

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. If a like position is not available in their Division, the returning employee will be laid off and subject to the layoff/recall procedures.

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. 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

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 unsubstantiated, shall be expunged from the Employee's personnel file consistent with current law.

D. Employees are entitled to full Weingarten rights.

E. Discipline of probationary employees is not subject to the grievance procedure.

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 two (2) 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 Assistant Superintendent of Human Resources shall be considered the immediate supervisor, as defined.
7. A grievance form for purposes of implementation of the procedures set forth herein can be found in Appendix D.

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 decision is unsatisfactory to the grievant and/or the Association 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.
4. When there is an Association grievance, the Assistant Superintendent of Human Resources shall be considered the immediate supervisor. The grievance procedure for this type of grievance will be as follows:
 - a. Step 1 (Article 9.B) with Assistant Superintendent of HR
 - b. Skip Step 2 (Article 9.C)
 - c. Step 3 (Article 9.D)
 - d. Step 4 (Article 9.E)

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.

1. Seniority shall be by Division. A newly hired Employee shall be on a probationary status for six (6) calendar months for employees working less than 185 days per school year, and one (1) calendar year for employees working 185 or more days per school year beginning with the Employee's first paid day. If at any time prior to the completion of the 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 on a leave, longer than 10 consecutive workdays, during their probationary period may be required to remain on probation until they complete no more than the amount of workdays that is equivalent to their leave(s), as determined by the Assistant Superintendent of Human Resources.

The agreed upon change to the probationary time period will only apply to employees hired after the ratification date of this contract. For those employees hired before the ratification date of this contract shall be on a probationary status for sixty (60) workdays.

2. Probationary employees shall:
 - a. be assigned a mentor by their immediate supervisor working in collaboration with the Human Resources department. A current list of Mentors/Mentees will be provided to the Association by the Human Resources department. See Appendix A (MENTORS) for additional conditions.
 - b. be provided with PD opportunities relevant to their assignment during the first half of their probationary period.
 - c. receive regular observations and constructive feedback from their immediate supervisor.
 3. 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.
 4. An Employee will lose their seniority for the following reasons:
 - a. They resign.
 - b. They are discharged for just cause and not reinstated through the grievance procedure.
 - c. They retire.
 5. If an Employee transfers out of one Division to another Division, seniority will be frozen in the Division they are transferring from. If they return to a Division in which they have accumulated seniority in, their seniority in this Division 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 District Technology appropriate to their position. Technology assigned to a district employee will be at the discretion of the Superintendent or designee.
- 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.
- E. Staff shall have a method of reporting incidents and conditions that endanger their health, safety, or well-being. Any case of assault, or attempt of battery, upon an employee, malicious destruction of the employee's property, or intimidation by threat of violence against an employee or their property, shall be promptly reported to the immediate supervisor. The District will work with the employee and the Association to ensure safe working conditions. This includes the reimbursement of employee property

that was damaged as a result of incidents described in this section, if the employee was not found at fault or was neglectful in their actions.

- 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. 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.
- I. The Board shall make available adequate lunchrooms and rest rooms which are not available to students.
- J. The Board shall select a physician to administer required TB tests. The Board shall pay for the full cost of the skin test (Tine), blood test, 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.
- K. Employees showing employee ID shall be admitted free to athletic events except for MHSAA tournament games.
- L. 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.
- M. An Employee may review the contents (excluding materials that are prohibited 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.

- N. 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.
- O. 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).
- P. 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.
- Q. 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 medications or injections without proper training or certification.
- R. 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.
- S. 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.
- T. 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.
- U. 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 minimum period of five (5) workdays (excluding scheduled holidays). The Association will be notified of the intent not to post or fill an open position within ten (10) workdays. The Association will receive a copy of all postings. If the position is modified prior to being filled, the posting and interview process will restart, unless otherwise agreed upon by the District and Association.
- B. The District will determine the interview process. The interview process shall include an Association Divisional Representative, or designee, determined by the Association. The District will make every attempt to conduct the interview process in a timely manner.
- C. Assignments of internal transfers will be implemented within ten (10) workdays of selection of an applicant, if the position is vacant. If the position is not vacant within 10 days, the internal transfer will occur on the first day of vacancy. If the District determines the implementation date needs to be extended past the required assignment date, there will be an agreement as to the implementation date between the District and the Association, however, the Employee will begin receiving pay and benefits of the new position no later than the required assignment date.

The assignment of external applicants will be facilitated within a reasonable time period of the selection of the applicant.

- D. 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 per week or less. If the increase exceeds two (2) hours per week, the position will be posted.
- E. 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 per day
 - 7. Days to be worked per year
 - 8. Rate of pay
 - 9. Immediate supervisor
 - 10. Identify BESPAs
- F. Summer/temporary positions will be posted electronically on the District website and via email to employees. The working conditions associated with the positions in

addition to the right of selection will continue to be reserved to the Board.

- G. PART-TIME POSITIONS: An employee may be regularly scheduled part-time. This schedule could include hours less than full-time daily or less than five (5) days per week. If the employee is regularly scheduled daily, 5 days a week, all snow days, sick days, and holidays will be paid at their regularly scheduled number of hours (*for example, an employee scheduled for four hours per day would get paid four hours for snow days, holidays, and sick days*). If an employee is scheduled for fewer than five days per week, they would be pro-rated according to a full schedule of the division and classification for holiday pay and sick days. Snow days would be paid only if they were scheduled to work on that day. The following defines part time equivalency:
1. Division 1: less than 30 hours per week
 2. Division 2: less than 30 hours per week
 3. Division 3: less than 25 hours per week
 4. Division 5: less than 36 hours per week
- H. JOB SHARING: With prior approval, two (2) employees may request to share the work and pay for a single position that would otherwise be occupied by a single bargaining unit member. If two employees share the duties of one position, the wages, benefits, and paid leave days will be prorated between the employees to equal that of the one position. A regular work schedule will be established for this arrangement. There is no loss of seniority for employees in a job sharing arrangement. Job shares shall be for one school year only, unless mutually agreed between the Association and Administration. If an employee leaves the shared position, the remaining employee will be allowed to maintain their regular shared schedule or assume the hours of the full position. The Administration will inform the Association of any job sharing.

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 position(s) have been eliminated or reduced by 25% or more. The employee(s) holding the eliminated position(s) will be considered “displaced” and the procedures in this Article shall be followed.
1. An employee who has been displaced shall have the right to bump the least senior employee within their classification within their Division (per Salary Schedule in

Appendix A) 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. If an employee is displaced, due to a reduction in their position, they may voluntarily remain in the reduced position with the pay and benefits of the reduced position.

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. The layoff notice must indicate that laid off employee must keep the Office of Human Resources informed of current mailing address, email address and phone number.
 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 mailing address, email address, and phone number. Notices will be sent by certified mail, informing them of recall to a position. Failure to respond via phone, followed up in writing, via regular mail or email within five (5) workdays of receipt of notice will result in the abandonment of employment. Recall notice must include contact information for the recalled employee to use to respond.

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 in-person scheduled information/training meetings, but may include online training at the District's discretion. For licensed Health Service Professional staff, continuing education, required for their license, will count toward the twelve (12) required hours.

Special Education Program Assistants (SEPAs)

Beginning the 2026-27 School Year, at least three (3) additional paid District provided or District directed PD days will be provided to SEPAs during the contract year on days in which students are not in attendance. It will be determined by the

District if these additional paid District provided or District directed PD days are mandatory or optional for an individual SEPA. If the PD day is mandatory, paid time off (PTO) will not be granted, unless approved by the immediate supervisor. Optional PD days will be paid if attended, up to the three (3) day allowance. Mandatory PD dates will be published by July 1 prior to the upcoming school year. If mandatory PD dates that fall after September 1 of the contract year are added to the PD schedule, advanced notice will be provided a minimum of 30 days prior to the added PD day, if possible.

B. Division 2:

Continuing Education (CE) as required for maintenance employees at the approval of the immediate supervisor. 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 in-person scheduled information/training meetings, but may include online training at the District's discretion.

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 in-person scheduled information/training meetings, but may include online training at the District's discretion.

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% (2.5%, beginning with the 2027-28 school year) of base salary of the contractual hours worked to be paid in second pay of May annually. If an employee is hired after the first scheduled annual PD for their Division, their PD stipend shall be prorated or their immediate supervisor will provide additional PD opportunities at the employer's discretion.

ARTICLE 16
DIVISION 1

PARAPROFESSIONALS:

SPECIAL EDUCATION PROGRAM ASSISTANTS (SEPA) , SENSORY ROOM COORDINATORS,
CLASSROOM ASSISTANTS, CTE/STEAM TEACHING ASSISTANTS, LIBRARY/MEDIA AND STUDY
CENTER ASSISTANTS, SIGN LANGUAGE INTERPRETERS, AND HEALTH SERVICE PROFESSIONALS

A. Workweek and Workday

1. The regularly scheduled workweek will begin on Monday at 12:01 a.m. and end on Sunday at midnight.
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.
3. 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.

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 Employees who work up to twenty (20) hours/week 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.

If one or more buildings in the district are closed prior to the start of the school day, or have to be closed after the start of the school day (e.g. a building emergency, maintenance issue) and that closing does not affect the entire district, employees that have already arrived for work and are sent home, will be paid for the balance of their regular hours. Those employees that are notified by administration not to report will also receive pay for their regular hours. If circumstances permit, the District may reassign the Employees to another location in lieu of sending them home. Employees who have not reported yet may be reassigned to report to an alternate location.

H. Special Education Program Assistants (SEPA's)

1. While the Health Service Professional position exists in the SEPA's assigned building(s), Health Service Professionals will provide suctioning, catheterization, or other student medical procedures, and the SEPA will serve as the backup. Health Service Professionals will administer medication. SEPAs will not be required to facilitate suctioning, catheterization, or other student medical procedures without proper training. If the Health Service Professional is reasonably unavailable, the SEPA will carry out the student medical procedure.
2. For the safety of students and staff, for students who weigh in excess of thirty-five (35) pounds and upon the request of the SEPA, two (2) staff members are required for routine lifting, transferring, positioning of student, or other tasks that require an employee to bear the full weight of the student. In the event of a severely physically fragile student, further written direction and training will be provided. The District will provide training to a sufficient number of paraprofessional staff within each building to perform these stated tasks.

3. For the safety of students and staff, there will be two (2) staff members present when a student requires physical assistance for bathrooming.
4. SEPAs shall not be solely responsible for the supervision of General Education Students in the cafeteria, on the playground, or during indoor recess.

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) or MERT (Medical Emergency Response Team). 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.

K. Health Service Professionals

1. Health Service Professionals will work two (2) additional days, during the week prior to the start of the school year, to set up their clinic, receive and set-up student medication and documentation forms, and carry out any other job-related duties as directed by their immediate supervisor or designee.
2. For the safety of students and staff, there will be two (2) staff present when a student requires physical assistance for bathrooming.
3. While the Health Service Professional position exists in the SEPA's assigned building(s), Health Service Professionals will provide suctioning, catheterization, or other student medical procedures, and the SEPA will serve as the backup. Health Service Professionals will administer medication. SEPAs will not be required to facilitate suctioning, catheterization, or other student medical procedures without proper training. If the Health Service Professional is reasonably unavailable, the SEPA will carry out the student medical procedure.

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.

B. Overtime Distribution

1. 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 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.
2. If projects not regularly part of Division 2 are implemented, the first Employees asked to work overtime shall be the Division 2 staff.

C. Call Back

Whenever an employee is called back to work by the Director of Operations or their designee, 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 greater.

D. Reporting Pay

Any Employee 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. 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

An Employee in this Division is expected to report to work on days the entire District is closed due to inclement weather or emergency closing. An Employee in this Division will be paid at their overtime rate (up to eight (8) hours, unless additional hours are approved by their supervisor) when they work on days the entire District is closed due to inclement weather or emergency 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 inclement weather days, if the weather is extreme, the Employer may excuse Employees without loss of pay or loss of paid time off days.

If one or more buildings in the district are closed prior to the start of the school day, or have to be closed after the start of the school day (e.g. a building emergency, maintenance issue) and that closing does not affect the entire district, employees that have already arrived for work and are sent home, will be paid for the balance of their regular hours. Those employees that are notified by administration not to report will also receive pay for their regular hours. If circumstances permit, the District may reassign the Employees to another location in lieu of sending them home. Employees who have not reported yet may be reassigned 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

For employees hired prior to July 1, 2022 only

After the completion of twenty (20) years by June 30	25 days
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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.

3. If multiple requests for vacation are submitted at the same time for the same days, seniority will prevail in granting the days.
 4. Employees on a paid leave of absence, utilizing time from their leave/vacation banks, or on FMLA 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.
 5. 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 and be paid out the remaining vacation days in their current bank.
- 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. Employees shall report absences which are not subject to prior approval, 15 minutes prior to the start of the shift.

**ARTICLE 18
DIVISION 3**

STUDENT NUTRITION:

STUDENT NUTRITION COORDINATORS, TECHNICIANS, ASSISTANTS, MANAGERS, CLERKS,
DRIVERS, PRODUCTION MANAGER, HEAD COOK, HEAD BAKER, FLOATING ASSISTANT, AND
FLOATING ASSISTANT/MANAGER

- 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
2 hour or less worker	0 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.

If one or more buildings in the district are closed prior to the start of the school day, or have to be closed after the start of the school day (e.g. a building emergency, maintenance issue) and that closing does not affect the entire district, employees that have already arrived for work and are sent home, will be paid for the balance of their regular hours. Those employees that are notified by administration not to report will also receive pay for their regular hours. If circumstances permit, the District may reassign the Employees to another location in lieu of sending them home. Employees who have not reported yet may be reassigned to report to an alternate location.

- C. Distribution of Extra time: Extra hours shall be rotated as equally as possible, within the building and among those Employees within that classification who regularly perform that work. If necessary, the Director may go to district-wide.

- D. Any Employee may refuse work beyond their regular work hours. The Association will work with the Supervisor to make sure the work is covered.

- E. At the District's discretion, if work is available on half days when students do not receive a lunch, the work will be offered to Employees in the Division starting with the building employees first, then offered out to other Division 3 employees, based on seniority. Any Employee accepting the work will receive their regular rate of pay.
- F. 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.
- G. 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.
- H. 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.
- I. 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 minimum 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 the interview process and include a representative of the Association in the interviews.
 - 5. All changes in assignments, within Division 3, will be implemented within ten

(10) workdays of the job being awarded and all qualifications met. The implementation date may be delayed with a mutual agreement between the District and the Association, but the Employee will begin receiving pay and benefits of the new position.

- J. 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.

- K. 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

- L. Special Events:
 - 1. 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.
 - 2. Employees asked to work a special event will be selected by management. A sign-up list for special events will be posted electronically to all Division 3 staff. 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-up on 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.
 - 3. The kitchen manager for a building may be required to attend the building open house and Kindergarten Roundup.
 - 4. 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.

- M. The regularly scheduled workweek will begin on Monday at 12:01am and end on Sunday at midnight.

- N. A Student Nutrition Employee may request time off without pay for a special occasion. Leaves of less than 5 days may be granted by the Director of Student Nutrition. Leaves of 5 days or more must be approved by the Assistant Superintendent of Human Resources or designee. If possible the request should be made in writing at least four (4) weeks in advance to the Director of Student Nutrition or Assistant Superintendent of

Human Resources or designee for review. Holiday pay will be forfeited if the time off falls immediately before or after a paid holiday.

- O. The Employer shall provide \$175 toward the purchase of uniforms/shoes. Additionally, two (2) cobbler aprons and five (5) shirts will be provided annually.
- P. 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, if they are utilizing a personal vehicle, and shall not clock out during travel time.

ARTICLE 19
DIVISION 5

SECRETARIAL:

SECRETARIAL, RECEPTIONIST, BOOKKEEPING, AND ACCOUNTS PAYABLE, PAYROLL, AND FRINGE
BENEFITS SPECIALISTS, AND ATHLETIC DEPARTMENT AND ENROLLMENT & STUDENT SERVICES
DATA COORDINATOR

A. Awarding of Positions

Whenever it is necessary to fill a vacancy for any Division 5 position(s), the following procedures will apply in addition to the procedures in Article 12:

1. Division 5 candidates that meet the posted qualifications will receive an interview. Qualified bargaining unit applicants will be interviewed and considered before any external candidates. If no bargaining unit applicant is selected, the supervisor conducting the interviews will personally inform them (by phone or in person) of the reason for non-selection.
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. Internal Division 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 prior to the last workday as to the date to return to work in the coming school year.

4. Each Employee shall be entitled to rest periods during their workday as follows: fifteen (15) minutes per day for Employees who work up to twenty (20) hours/week and thirty (30) minutes per day for Employees who work over twenty (20) hours/week. 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 flex-time, utilized within the same week it was earned, or an extended lunch hour.
5. Division 5 employees shall not be required to supervise students assigned, by an administrator, to in-school suspension or after school detention.

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 the employee at a 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
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*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.

Employees on a paid leave of absence utilizing time from their leave/vacation banks or on FMLA 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 and be paid out the remaining vacation days in their current bank.

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.

If one or more buildings in the district are closed prior to the start of the school day, or have to be closed after the start of the school day (e.g. a building emergency, maintenance issue) and that closing does not affect the entire district, employees that have already arrived for work and are sent home, will be paid for the balance of their regular hours. Those employees that are notified by administration not to report will also receive pay for their regular hours. If circumstances permit, the District may reassign the Employees to another location in lieu of sending them home. Employees who have not reported yet may be reassigned 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. \$500 stipend for change to ancillary insurance will be paid to Division 5 employees hired prior to May 31, 2022.

H. 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.

<u>WORK YEAR</u>	<u>POSITION</u>
Group A	Accounts Payable Specialist
12 Month Positions	Athletic Department Coordinator
	Community Education Secretary
	Community Education Marketing Secretary
	Tot Spot Secretary
	Senior Center Secretary (part-time)*
	Enrollment and Student Services Data Coordinator
	Fringe Benefits Specialist
	High School Bookkeeper
	High School Lead Principal's Secretary
	High School Data/Counseling Secretary
	Operations Department Secretary
	Payroll Specialist
Group B	Middle/Intermediate School Lead Principal's Secretary
223 workdays	The Bridge Secretary
	High School Grade Level Principal's Secretary**
Group C	Elementary Principal's Secretary
218 workdays	Athletic Director Secretary (part-time)***
Group D	Elementary Principal's Secretary (part-time)
208 workdays	High School Attendance Secretary
	High School Main Office Secretary
	Middle/Intermediate School Grade Level Principal's Secretary
	Intermediate School Secretary (part-time)*

* The District will continue to fill this position through Edustaff, at the discretion of the District, until the next vacancy in this position occurs.

** The District will maintain the current secretary as a 12-month employee until the next vacancy in this position occurs. At the time of vacancy, the District and the Association agree to discuss the number of workdays.

*** The Secretary's workday annual start and end dates will align with Group C, with the remaining part-time annual schedule at the discretion of the Athletic Director.

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. When crediting an Employee's paid time off bank for Employees in all Divisions, 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 for Division 2 employees and one-half (1/2) day for Divisions 1 and 5 employees. Employees shall use portions of a day.
- C. Paid time off days may also be utilized for the following:
1. As allowable by the Earned Sick Time Act (ESTA) or current applicable law.
 2. Up to five (5) days per year for serious illness of the Employee's spouse/domestic partner or child, including step child or foster 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
- D. 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.
- E. After an Employee has exhausted their leave bank days 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.
- F. Bereavement
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/domestic partner, child, parents, brother, sister, step-child, foster 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.

- G. 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.
- H. 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
- I. 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

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

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	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
July Fourth Day	

- 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.
- H. Employees absent on unpaid day(s) off that occur on the last scheduled day before a holiday or the first day after the holiday, will not be eligible for holiday pay.

**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. The use or intent to use or distribution of tobacco, E-Cigarettes, vapes, or alcohol is prohibited in all buildings, at all school-sponsored activities, on all grounds, and in all school owned vehicles. The use, distribution, or possession of marijuana, other products with THC, and other controlled substances (other than prescribed medication and over the counter medication) is prohibited in all buildings, on all grounds, at all school-sponsored activities, and in all school owned vehicles.
- 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 District required 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.
 - 1. 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.
 - 2. The Board agrees to contribute to the premium payments for health insurance at the maximum extent allowed by the state hard cap. These contributions will increase each new medical benefit plan coverage year to the maximum extent required by the state hard cap during the contract. If no hard caps exist or the funding structure is altered by law, the parties agree to negotiate the impact of the changes.
 - 3. PLAN A: For Employees Electing Medical Insurance, current LCC plans are as follows:
 - MESSA Choices PPO 500/1000
 - MESSA Choices PPO 1000/2000, w/co-insurance
 - MESSA ABC 1 PPO
 - MESSA ABC 1 PPO, w/co-insurance
 - MESSA BALANCE +, w/co-insurance

Ancillary benefits offered by LCC under Plan A will include dental, vision, life insurance, and LTD.
 - 4. For Employees Not Electing Medical Insurance: Plan B

Ancillary benefits offered by LCC under Plan B will include dental, vision, life insurance and LTD. Employees electing MESSA Plan B must provide the employer, each year during open enrollment, annual proof of minimum essential coverage through another employer/provider.
 - 5. 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.

6. Employees, with a minimum of one (1) year of consecutive service as a BESPAs Employee that is contiguous with the current Open Enrollment, who enroll in a MESSA ABC or MESSA BALANCE+ plan shall have the option to elect for the District to deposit a portion of the Employer Hard Cap contribution into their Health Equity HSA (HEQ HSA). The amount elected for this shall be equal to the deductible for the plan (single or two person/full family) each year, and the employer deposit shall be made on January 1 of that school year. The remainder of the total annual Employer Hard Cap contribution shall be paid towards the cost of the MESSA medical plan premium. The remaining annual cost for the employee's elected medical plan premiums shall be paid by the employee.
 7. In the event that a subscriber plan costs less than the district hard cap amount, the district agrees to deposit the difference between the cost of the plan and the hard cap (on a monthly, pro-rata basis) into a Health Savings Account or Flexible Spending Account for the employee. This paragraph does not apply to Plan B.
- B. Employees in Division 1 (excluding Sign Language Interpreters, Health Service Professionals, and CTE/STEAM Teaching Assistants) 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. 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 relation 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.

- E. Division 1 – PARAPROFESSIONALS
 - 1. Special Education Program Assistants, Sensory Room Coordinators, Classroom Assistants, Library/Media Assistants, and Study Center Assistants – 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. CTE/STEAM Teaching Assistants, Sign Language Interpreters, and Health Service Professionals – Shall be eligible to receive up to FULL FAMILY coverage under PLAN A or PLAN B. Employees who work less than six (6) hours per day shall receive a pro-rated Contribution, based on thirty (30) hours/week as full time.

- F. 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 pro-rated contribution based on forty (40) hours/week as full time, toward the purchase of PLAN A or B.

- 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.

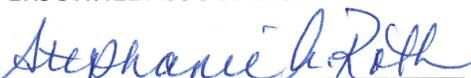
- H. Division 5 – SECRETARIAL
 - 1. Employees regularly scheduled to work at least seven and one quarter (7.25) hours per day shall receive up to FULL FAMILY coverage under PLAN A or PLAN B.
 - 2. Employees regularly scheduled to work at least four (4) hours per day, but less than seven and one quarter (7.25) hours per day, will receive a prorated contribution based on thirty six and one quarter (36.25) hours/week as full time.
 - 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.

- I. Open enrollment for insurance will be in November and becomes effective January 1.

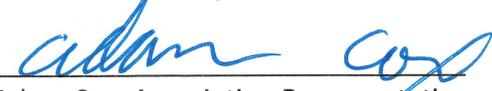
**ARTICLE 24
DURATION OF AGREEMENT**

This Agreement shall be effective upon ratification by the Employer and shall remain in effect until June 30, 2028.

BRIGHTON EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION


Stephanie Roth, BESPAs President


Christine Dunham, Vice President


Adam Cox, Association Representative


Kristine Oseland, Association Representative

12/3/2025
Date

BRIGHTON AREA SCHOOLS BOARD OF
EDUCATION


Roger Myers, President


Dr. Angela Krebs, Secretary


Dr. Matt Outlaw, Superintendent

12/3/2025
Date

**APPENDIX A
SALARY SCHEDULE**

The following applies to all Divisions:

1. Steps granted for 2025-26.
2. The difference in the new base salary in appendix A below and the salary already paid to the employee for the 2025-26 fiscal year shall be evenly distributed over the remaining pays of the 2025-26 school year.
3. Steps granted for 2026-27 and 2027-28 school years if the employee completes 75% of the work year.
4. Trigger - If the BEA trigger (off schedule payment) activates during the 2026-27 and 2027-28 School Years, the District and Association agree to discuss the amount available to BESPA and the method of distributing the funds determined.

DIVISION 1 PARAPROFESSIONALS

CLASS 1 POSITIONS		2025-26	2026-27	2027-28
Sign Language Interpreters		\$27.20	\$27.88	\$28.58
Certified CTE/STEAM Teacher Assistants		\$27.01	\$27.69	\$28.38
Non-Certified CTE/STEAM Teacher Assistants		\$20.25	\$20.76	\$21.28
Health Care Professional w/ RN Certification		\$25.34	\$25.97	\$26.62
Health Care Professional w/ LPN Certification		\$23.24	\$23.82	\$24.42
Health Care Professional		\$21.11	\$21.64	\$22.18
CLASS 2 POSITIONS	STEP			
Special Education Program Assistants Classroom Assistants Library Media Assistants Study Center Assistants	1	\$16.92	\$17.34	\$17.77
	2	\$17.72	\$18.16	\$18.61
	3	\$18.57	\$19.03	\$19.51
	4	\$19.45	\$19.94	\$20.44
	5	\$20.37	\$20.88	\$21.40
Sensory Room Coordinators		\$21.11	\$21.64	\$22.18

DIVISION 2 MAINTENANCE

CLASS 1 POSITIONS	STEP	2025-26	2026-27	2027-28
Maintenance	1	\$22.58	\$23.14	\$23.72
	2	\$23.48	\$24.07	\$24.67
	3	\$24.43	\$25.04	\$25.67
	4	\$25.43	\$26.07	\$26.72
	5	\$26.46	\$27.12	\$27.80

1. Stipends to be paid annually in June each year (or at resignation/retirement) prorated if full year is not worked.
 - a. Locksmith Certification (1) \$600
 - b. Boiler Operator License (2) \$600
 - c. Pool Operator Certification (1) \$1,000
 - d. Back up Pool Operator (1) \$600

DIVISION 3 STUDENT NUTRITION

CLASS 1 POSITIONS				
	STEP	2025-26	2026-27	2027-28
Student Nutrition Coordinators Production Managers Drivers	1	\$19.90	\$20.40	\$20.91
	2	\$20.30	\$20.81	\$21.33
	3	\$20.70	\$21.22	\$21.75
	4		\$21.65	\$22.19
	5			\$22.63
CLASS 2 POSITIONS				
Head Cooks Head Bakers	1	\$18.89	\$19.36	\$19.84
	2	\$19.27	\$19.75	\$20.24
	3	\$19.66	\$20.15	\$20.65
	4		\$20.55	\$21.06
	5			\$21.48
CLASS 3 POSITIONS				
Student Nutrition Managers Technicians Clerks	1	\$17.16	\$17.59	\$18.03
	2	\$17.50	\$17.94	\$18.39
	3	\$17.85	\$18.30	\$18.76
	4		\$18.67	\$19.14
	5			\$19.52
CLASS 4 POSITIONS				
Floating Assistant/Manager	1	\$16.53	\$16.94	\$17.36
	2	\$16.86	\$17.28	\$17.71
	3	\$17.20	\$17.63	\$18.07
	4		\$17.98	\$18.43
	5			\$18.80
CLASS 5 POSITIONS				
Student Nutrition Assistants Floating Assistants	1	\$15.90	\$16.30	\$16.71
	2	\$16.21	\$16.62	\$17.04
	3	\$16.53	\$16.94	\$17.36
	4		\$17.28	\$17.71
	5			\$18.06
Special Events		\$17.55	\$17.99	\$18.44

1. 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

SPECIALIST POSITIONS	STEP	2025-26	2026-27	2027-28
Payroll Specialist	1	\$26.51	\$27.17	\$27.85
Fringe Benefit Specialist	2	\$28.18	\$28.88	\$29.60
Accounts Payable Specialist	3	\$29.96	\$30.71	\$31.48

COORDINATOR POSITIONS	STEP	2025-26	2026-27	2027-28
Athletic Department Coordinator	1	\$21.01	\$21.54	\$22.08
	2	\$22.41	\$22.97	\$23.54
	3	\$23.90	\$24.50	\$25.11
Enrollment and Student Services Data Coordinator	4	\$25.49	\$26.13	\$26.78
	5	\$27.19	\$27.87	\$28.57

CLASS 1 POSITIONS	Step	2025-26	2026-27	2027-28
HS Lead Principal Secretary				
HS Grade Level Principal Secretary				
HS Data/Counseling Secretary	1	\$19.46	\$19.95	\$20.45
HS Bookkeeper	2	\$20.56	\$21.07	\$21.60
MS/Inter Lead Principal Secretary	3	\$21.87	\$22.42	\$22.98
Elementary Principal Secretary	4	\$23.70	\$24.29	\$24.90
Operations Department Secretary	5	\$25.28	\$25.91	\$26.56
Community Education Secretary				
Community Ed. Marketing Secretary				
The Bridge Secretary				
Tot Spot Secretary				

CLASS 2 POSITIONS	STEP	2025-26	2026-27	2027-28
HS Attendance Secretary				
HS Main Office Secretary	1	\$18.47	\$18.93	\$19.40
MS/Inter Grade Level Principal Secretary	2	\$19.61	\$20.10	\$20.60
Inter School Secretary (part-time)*	3	\$20.91	\$21.43	\$21.97
Elementary Principal Secretary (part-time)	4	\$22.76	\$23.33	\$23.91
Athletic Department Secretary (part-time)**	5	\$24.33	\$24.94	\$25.56
Senior Center Secretary (part-time)*				

1. 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.
2. * The District will continue to fill this position through Edustaff, at the discretion of the District, until the next vacancy in this position occurs.
3. ** The District will continue to pay this position at the Class 1 rate until the next vacancy in this position occurs.

LONGEVITY

Employees will be paid the following for longevity:

*At the completion of:	Five (5) Years	\$500
	Ten (10) Years	\$700
	Fifteen (15) Years	\$850
	Twenty (20) Years	\$1,000
	Twenty-five (25) Years	\$1,200

* 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.

MENTORS

Conditions:

- \$250/Semester for 10 hours each Semester
- 6-month Probationary Employees - Mentor for one (1) Semester
- 12-month Probationary Employees - Mentor for two (2) Semesters
- District assigns Mentors, chosen from a pool of volunteers
 - Same Division
 - Same building, preferred
 - Mentors should have 3 years of experience, preferred
 - Must be an effective employee, based on their most recent evaluation
 - Interested Employees may express interest to immediate supervisor
- Mentor/Mentee Log (tracking dates of meetings, duration, and topics discussed) expected for payment
- Maximum of 1 Mentee per Mentor

**APPENDIX B
DIVISION CLASSIFICATIONS**

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

Division 1: PARAPROFESSIONALS:

Class 1: Health Service Professional
Sign Language Interpreters
CTE/STEAM Teacher Assistants

Class 2: Special Education Program Assistants
Classroom Assistants
Study Center Assistants
Library Media Assistants
Sensory Room Coordinators

Division 2: MAINTENANCE:

Class 1: Maintenance

Division 3: STUDENT NUTRITION:

Class 1: Production Manager
Coordinators
Drivers

Class 2: Head Cook
Head Baker

Class 3: Managers
Clerks
Technicians

Class 4: Floating Managers

Class 5: Assistants
Floating Assistants

Division 5: SECRETARIAL:

Specialists: Fringe Benefits Specialist
Payroll Specialist
Accounts Payable Specialist

Coordinators: Athletic Department Coordinator
Enrollment and Student Services Data Coordinator

Class 1: High School Lead Principal Secretary
High School Grade Level Principal Secretary
High School Data/Counseling Secretary
High School Bookkeeper
Middle/Intermediate Lead Principal Secretary
Elementary Principal Secretary
Operations Department Secretary
Community Education Secretary
Community Education Marketing Secretary
The Bridge Secretary
Tot Spot Secretary

Class 2: High School Attendance Secretaries
High School Main Office Secretary
Middle/Intermediate Grade Level Principal Secretary
Intermediate School Secretary (part-time)*
Elementary Principal Secretary (part-time)
Athletic Department Secretary (part-time)**
Senior Center Secretary (part-time)*

* The District will continue to fill this position through Edustaff, at the discretion of the District, until the next vacancy in this position occurs.

** The District will continue to maintain this position at Class 1 until the next vacancy in this position occurs.

**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

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

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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

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.

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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

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

Points

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

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

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

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

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

TOTAL POINTS POSSIBLE = 52

TOTAL POINTS AWARDED

Certification and Professional Development

SERV Safe Certified?

PD Hours Completed?

Total PD Hours _____

EVALUATOR COMMENTS

EMPLOYEE COMMENTS

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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 COORDINATOR**

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 keep 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

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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 _____