

MASTER AGREEMENT

BETWEEN THE

**BELLAIRE PUBLIC SCHOOLS
BOARD OF EDUCATION**

AND

**BELLAIRE EDUCATIONAL SUPPORT
PROFESSIONAL ASSOCIATION
NMEA/MEA/NEA**

2012-2014

Agreement

This Agreement, entered into this 20th day of March, 2013, by and between the Bellaire Public Schools Board of Education, hereinafter called the "Employer" and the Bellaire Educational Support Personnel Association, NMEA/MEA/NEA, hereinafter called the "Association."

ARTICLE 2

Recognition

- 2.1** The Employer recognizes the Association as the sole bargaining representative for all full-time and regularly scheduled part-time certified bus drivers, bus mechanics; clerical/secretarial employees; cooks, including head cook and assistant cooks, and food service workers; maintenance employees, including head maintenance position; custodians, including the head custodian position; paraprofessionals, including certified and non-certified aides employed by Bellaire Public Schools, excluding supervisors, executive personnel, temporary and substitute employees; confidential employees, including executive secretary and business manager; and all other employees of the district.
- 2.2** The Employer agrees not to negotiate with or recognize any organization other than the Association for the duration of this agreement.

ARTICLE 3

Management Rights

- 3.1** In order to carry out its responsibility for the development and operation of education programs providing the best possible educational opportunity for the Bellaire School District, consistent with community resources, the Employer, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it, or not specifically withheld from it, by the Michigan School Code (as revised and amended) and the laws and the Constitutions of the State of Michigan and of the United States, including, by way of illustration and not limitation, the following:
 - A.** To exercise the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;
 - B.** To determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions, buildings, or other facilities;
 - C.** To hire all employees and to determine the size of the work force, and, subject to the provisions of this Contract and of the law, to determine their qualifications, and the condition of their continued employment, or their

dismissal or demotion, and the right to promote, assign, and/or transfer all such employees;

D. To determine the services, supplies and equipment necessary to continue the operation of its schools, and to determine schedules, standards of operation, the means, methods, and processes of carrying out the work, and the institution of new and/or improved methods of operation;

E. To carry out an evaluation program and to evaluate the effectiveness of individual employee performance;

F. To adopt reasonable rules and regulations.

3.2 The exercise of the foregoing powers, rights, duties, and responsibilities by the Employer and adoption of policies, rules, regulations and practices in the furtherance thereof, shall be limited contractually only by the provisions of this Agreement.

ARTICLE 4

Membership Dues, Fees and Deductions

4.1 Membership in the Association is not compulsory. Each employee shall have the right to freely join, refrain from joining, or drop his/her membership in the Association. It is agreed and understood between the parties that membership in the Association is not a condition of employment and neither party to this agreement shall discriminate against, intimidate, or otherwise influence an employee regarding his/her individual decision with respect to Association membership.

4.2 Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties, or from the effective date of this agreement, whichever is later, join the Association or pay a representation service fee to the Association in an amount as allowed by law.

4.3 Pursuant to equal employment opportunity commission guidelines, any bargaining unit member who has a bona fide good faith religious objection to the requirements of this article shall not be subject to these requirements. Any such bargaining unit member shall notify the Employer and the Association of his/her objection. Any bargaining unit member who has a bona fide good faith religious objection must pay the amount equal to the monthly Association dues or monthly representation fee to a non-profit, charitable organization that is active in the Bellaire area. The bargaining unit member will supply a receipt to the Employer and the Association showing such contribution to said organization.

4.4 An employee who chooses to join the Association or pay a representation service fee may pay the Association dues and/or fees directly to the Association as

- provided for by the Association. The Association shall notify the Employer of employees who wish to pay directly to the Association in full.
- 4.5** An employee may authorize payroll deduction for Association dues or fees. In such event, the employee (or the Association) shall provide copies of the employee's written payroll deduction authorization to the Employer's Business Office at least two weeks prior to the first instructional day for students. Such payroll deduction notification authorization shall remain in effect unless rescinded in writing by an employee during the months of July and/or August of each year. Pursuant to such authorization, the Employer shall deduct one twentieth (1/20th) of such dues and/or fees from each employee's payroll check, beginning with the first employee payroll check in September each year. Such deductions shall be remitted to the Association within twenty (20) workdays of the end of each month.
- 4.6** The Employer shall not be required to deduct Association dues and/or fees from any employee's pay if the employee's pay is not sufficient to cover those dues or fees (after all legally required deductions have been made) in any pay period.
- 4.7** The Employer shall provide to the Association a list of bargaining unit members employed by the Employer, along with the full or part time status of each bargaining unit member. The Association shall, a minimum of two weeks prior to the first instructional day for students, give written notification to the Employer's Business Office as to the amount of the dues and/or fees. The amount of dues/fees as set by the Association shall not be subject to change during the school year. The right to refund deducted dues and/or fees to employees from whom such deductions have been made pursuant to written payroll deduction authorization shall lie solely with the Association.
- 4.8** Due to certain requirements established in court decisions, the parties acknowledge that the amount of the fee charged to non-members (along with other required information) may not be available and transmitted to non-members until near the middle of the school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- 4.9** The Association expressly assumes the full responsibility for the validity, legality and processing of the provisions set forth within Article IV. The Association expressly agrees to defend, indemnify and hold harmless the Public School of Bellaire, its Board of Education, individual Board members, past and present, employees and agents against any and all claims, demands, damages, awards, judgments, costs, or other forms of liability including but not limited to back pay damages and all court or administrative costs and attorney fees that may arise out of or by reason of any action taken by the Board, its employees or agents for the purpose of complying with any of the terms of this Article.
- 4.10** It is specifically and expressly agreed that any payment for any demand arising hereunder shall be made directly from the Association to the demanding party and

at no time shall the Employer be obligated to pay out any monies arising out of any claim or demands that are brought or made due to this Article. (The Association assumes the right to select counsel and to compromise or settle any claim made against the Board as a result of Article IV. The Association shall notify the Board of the person selected as counsel.)

4.11 The Association agrees that it will take no action claiming or supporting the claim that its agreements in this article pertaining to defense, indemnification, and holding harmless are void and unenforceable. Further, in the event that it is ever determined that the Association's agreement to defend, indemnify and/or hold harmless is void or unenforceable, that holding shall not affect the Association's duty and obligation to defend, indemnify, and hold harmless, as set forth in this article and the Association will honor those duties and obligations.

ARTICLE 5

Working Conditions

5.1 Job Descriptions: The Administration will maintain a file of job descriptions in cooperation with its employees as covered herein. Job descriptions for each classification will also be given to the association president at the beginning of each contract year and immediately after changes or modifications have occurred.

5.2 Work Hours: Supervisors shall notify each employee of his/her tentative work hours and assignment as soon as they are established by the District on or before July 1. Additionally, the employee's direct supervisor shall be identified at this time. If a direct supervisor assignment is changed at any time, then the employee shall be notified immediately. The daily work hours for any position may be adjusted from time to time. If an employee's regular hours are changed, s/he will be provided ten (10) days advanced notice of the change.

A. Full-time Employees: Full-time employees shall be defined as employees assigned to work a minimum number of hours per day, as follows:

<u>Classification</u>	<u>Hours Per Day</u>
Paraprofessionals	6.5
All Office Personnel	6.5-8

B. Part-Time Employees: Employees assigned to work less than the number of hours specified above are defined as part-time employees.

C. Part-Time Temporary Employees: The Employer may hire part-time temporary employees, also referred to as substitutes, under the following conditions:

1. The position is anticipated to last no longer than ninety (90) calendar days.

2. The position is posted and filled after ninety (90) calendar days according to the conditions agreed to in the contract.
3. The position does not reduce the job of any bargaining unit member.
4. Part-time temporary positions which are needed for longer than ninety (90) calendar days shall be posted for bargaining unit members as regular jobs in the bargaining unit.
5. If a part-time temporary employee completes a temporary position of at least ninety (90) days and is rehired to a permanent position in the district within sixty (60) days, such employee will be considered as having satisfied the probationary obligation under this Agreement.

Employees granted a leave of up to one (1) year may have their position filled with a substitute for the length of leave. The Employer will notify the Association in writing of the person(s) involved and the estimated length of the leave.

5.3 Vacancies:

- A. Vacancies During the School Year:** A vacancy shall be defined as a position previously held by a bargaining unit member or a newly created bargaining unit position. The administration will strive to fill vacant positions as soon as possible. Posting information shall contain, at minimum, the job title, classification, and hours to be worked.

Vacancies that occur during the school year will be posted for five (5) school days. The Employer shall select the most senior qualified bargaining unit applicant in the classification to fill the vacancy.

1. If there are no qualified candidates within the job classification, then the Employer will consider other qualified candidates from within the bargaining unit. If qualifications are relatively equal among two or more candidates, then the candidate with the most bargaining unit seniority will be selected.
2. If there are no qualified candidates within the bargaining unit, the Employer may seek candidates from outside the bargaining unit.

- B. Vacancies During the Summer:** Vacancies in a position in the bargaining unit that occur during the summer will be posted for ten (10) calendar days and notice will be sent by both email and U.S. mail to each bargaining unit member. The Employer will follow the same procedure it follows for filling vacancies during the school year.

- C. Qualifications:** In determining a candidate's qualifications, factors such as, but not limited to, the following will be considered: skill, ability, experience, education, training, productivity, and dependability.

- D.** A substitute may be assigned during the posting period until the position is filled permanently. Laid off bargaining unit members shall be offered substitute positions first per Article 11.10 provided they are qualified.

- 5.4 Work Year** (Other than 52 week employees):
- A.** Paraprofessionals and office clerks will normally be scheduled to work all student instructional days. Each paraprofessional/office clerk will receive a projected schedule for the work year, which may be adjusted from time to time upon notice from the building principal.
 - B.** Food service personnel will normally be scheduled to work all student instructional days.
 - C.** The building secretaries will normally be scheduled to work student instructional days plus 10 days before the first and 10 days after the last student instructional day.
 - D.** Work periods assigned beyond regularly scheduled student instructional days will be scheduled at the discretion of the Superintendent and compensated at the employee's hourly rate or compensatory time. Prior written approval from the Superintendent or his/her designee is required before the employee can work the additional scheduled days.
- 5.5 Lunch Periods:** Full-time employees shall be provided with a duty free lunch period not to exceed one half hour. Should the employee be required to remain on the school grounds for a work assignment during lunch, s/he shall be compensated for the lunch period. The lunch period for each employee shall be determined by the immediate supervisor.
- 5.6 Breaks:** Employees scheduled an eight-hour day shall have two scheduled breaks not to exceed fifteen (15) minutes in length. The scheduling of such breaks shall be made between the employee and the immediate supervisor so as not to interfere with the delivery of service of the position. Other employees, excluding transportation employees, shall be allowed a fifteen (15) minute break for each four (4) consecutive hours of scheduled work time. Arrangements for such breaks will be made with the immediate supervisor.
- 5.7 In-service Training:** Employees required by the Employer to attend in-service or other training courses (including Multi-Media Standard First Aid and CPR) will be paid at their hourly rate for the time in attendance. When the training is outside the school district, employees who are required to use their own vehicles to travel to and from the training site shall receive the established district mileage allowance rate. Employees are to car pool whenever possible when required training is outside the district.
- 5.8 Bus Drivers:** Bus drivers are defined as part-time employees. Bus drivers will normally be scheduled to work on all instructional days.
- 5.81 Routes/Credited and Paid Time:**
- A.** Drivers who are assigned to drive both an A.M. and P.M. route will be credited and paid four (4.0) hours of work daily, which includes two 15-minute periods of time for pre-trip inspection and clean up.
 - B.** Drivers who are assigned to drive only an A.M. or P.M. route will be credited and paid two (2.0) hours of work daily, which includes one 15-minute period of time for pre-trip inspection and clean up.

- C. Drivers who are assigned to drive a kindergarten route will be credited and paid two (2.0) hours of work each day the route is driven, which includes one 15 minute period of time for pre-trip inspection and clean up.
- D. Drivers who are assigned to drive the vocational education route will be credited and paid six (6.0) hours of work daily, which includes two 15-minute periods of time for pre-trip inspection and clean up, and a 30-minute paid lunch period. In the event the route exceeds six (6.0) hours of daily paid work time (due to changes in the route, etc.), the driver will be paid the hourly wage as listed in Article 14 for the extra time worked. Conversely, if the actual daily route time decreases fifteen (15) minutes or more from the route time as established during the 1998/99 school year, the driver will be paid based on the hourly decrease in time in a like amount (due to changes in the route, etc.).
- E. Regular drivers assigned to drive a special education route will be credited with and paid the number of hours worked daily, which includes two fifteen (15) minute periods of time for pre-trip inspection and clean up. The parties acknowledge that the time for special education routes may vary depending on the needs of the individual student's schedule and the needs of the school district. Other Special Education routes (i.e., transportation of Special Education students from Bellaire to Traverse City) will remain bargaining unit positions when such transportation is provided by Bellaire employees.

5.82 CDL License: After an employee has been employed by Bellaire Public Schools as a regular driver and has successfully completed the probationary period and has been placed on the seniority list, the Employer will reimburse the driver for the cost of renewing and/or maintaining the required CDL License, including training not to exceed ISD established hours, at the employee's hourly rate.

5.83 Route Selection: During the month of August a route selection meeting will be held. The drivers will select routes on the basis of seniority, with the most senior driver selecting first and continuing through the seniority list until all routes are selected. The drivers may discuss with the Employer the estimated daily time of each route and the estimated number of stops on each route prior to route selection. In those cases where a route or routes change significantly, the Employer will make known to employees its estimate both as to length of time to run the route(s) and number of stops on the route(s).

5.84 Extra Trip Selection:

A. Team Sports: At the route selection meeting drivers will indicate their willingness to drive these trips. The drivers will select on a seniority basis the sports they will drive. If there are any sporting events remaining at the end of the drivers' selections, they may be assigned to substitute drivers.

B. Other Trips: At the route selection meeting drivers will indicate their willingness to drive field trips and/or mini-trips. The administration will maintain a separate trip list for each type of trip. Those drivers who indicate a

willingness to drive these trips will be assigned the trips on a rotating basis. If the assigned driver cannot take the trip due to a conflict, the next driver on the list will be assigned.

C. Minimum Extra Trip Pay: Minimum extra trip pay (including fifteen (15) minutes for pre-trip inspection and clean up) will be \$15.00.

5.85 Weekend Trips: Saturday and/or Sunday trips will be paid at a minimum of four (4) hours at the regular extra trip rate.

5.9 MSPERS Credit: The parties acknowledge that currently six (6) hours equals one full day for Michigan Retirement Credit under the Michigan Public School Employees Retirement System (MPSERS).

5.10 Surveillance: The purpose of the use of cameras is to monitor student conduct. The Employer may monitor tapes absent a misconduct report. Any surveillance tapes used in monitoring students and/or bargaining unit members may also be viewed by the member involved and his/her Association representative, provided the representative is a school district employee. If the representative is not a school employee, then such representative must first comply with the requirements of the Family Educational Rights and Privacy Act (FERPA) before viewing such tapes.

5.11 Overtime: Overtime will be paid at the rate of one and one-half (1 1/2) times the regular hourly pay for hours worked in one week in excess of forty (40) hours. Compensatory time off in lieu of wages may be awarded at the rate of one and one-half (1 1/2) times the overtime hours worked, not in excess of 40 hours. Compensatory time should be used within a reasonable amount of time. All overtime hours must receive prior written approval of the Superintendent or designee and method of compensation will be agreed upon prior to the work performed.

5.12 Physical Exams: Required physical exams will be paid by the Employer.

5.13 Drug Testing: All random drug testing time will be paid at the employee's regular rate, including time and a half for overtime.

5.14 Background Checks: Background checks for all employees and/or finger printing required by law will be paid by the employee as a condition of his/her initial employment unless the law requires otherwise.

5.15 Supervisor: Each bargaining unit member shall be assigned to report to only one supervisor or his/her designee as determined by the Employer. By the first student instructional day of each school year, a list of all bargaining unit members shall be prepared by the District, and shall indicate for each the name of his/her supervisor. Such list shall be distributed to all bargaining unit members.

5.16 Emergency School Closing: Employees shall suffer no loss of pay whenever school is closed due to inclement weather or Acts of God or other emergency

school closings. Office employees are not expected to report to work on such days unless requested by administration. Should an employee be asked to report during such times, the Employer will provide a compensatory day or his/her hourly rate of pay to be taken at the discretion of the employee upon written approval of the Superintendent. Employees will be informed of school cancellations and/or delays as soon as reasonably possible after the decision has been made to delay or cancel.

The maintenance and custodial staff is required to report to work such days. Delayed reporting time shall be considered when conditions warrant.

5.17 Make-up Days: In the event the District is required by the State to make up student instructional day(s) or hours, employees required to work rescheduled time. Employees will not be compensated for make-up days if prior compensation was awarded.

ARTICLE 6

Leaves of Absence

6.1 Paid Leave:

A. Sick Leave: Sick leave will be allocated according to the following schedule:

231-260 days	12 sick days
201-230 days	11 sick days
Student-200 days	10 sick days

Unused sick leave will accumulate to a maximum of 100 days. Sick leave may be claimed against the maximum accumulated sick leave. The Employer shall furnish a written statement at the beginning of each school year setting forth the employee's total sick leave accumulation.

Absence due to death or illness in the employee's immediate family, per FMLA regulations, shall be deemed legitimate use of sick leave.

Total available days of sick leave shall be recalculated whenever an employee's regularly daily scheduled hours of work have been changed. The intent is to reflect a continuation of all hours earned to that point in time.

B. In exceptional cases, the Superintendent can allow the use of additional sick days. Immediate family shall include the employee's spouse, children, siblings, parents, stepparents, stepchildren, grandparents, grandchildren, brother and sister-in-law, spouse's parents and spouse's grandparents or other person living in the employee's household, if approved by the superintendent. With the approval of the administration, an employee may use one (1) leave day to attend the funeral of a person

outside of the immediate family. The employee, with prior written approval from the Superintendent or his/her designee, may be allowed to use a portion of his/her accumulated sick leave or (52 week employees only) vacation days in addition to the bereavement day allowed for a non-family member.

- C. **Personal Business:** All employees shall be allotted two (2) days to conduct personal business that cannot be conducted outside normal work hours. Personal business days may not be taken before or after a holiday or student vacation except with the approval of the Superintendent. Approval in all cases rests with the Superintendent. Requests for such a day must be made to the immediate supervisor forty-eight (48) hours prior to the day requested. Any employee using only one personal day in a school year may carry over one day to the next school year. Additional unused days will be credited to the employee's sick leave unless the employee has accrued maximum sick leave accrual, at which point, the employee shall be compensated with an equivalent day's pay.

6.2 **Jury Duty:**

- A. An employee who is summoned and reports for jury duty or court appearance at which time the employee otherwise would have been scheduled to work for the Employer, or is subpoenaed to give testimony before a judicial or administrative tribunal shall be compensated the difference between his/her daily pay and the pay received for the performance of such obligation (minus any allowable mileage reimbursement). Time lost will not be deducted from any accumulated leave time.
- B. In order to receive payment for jury duty or court appearance, an employee must give the Employer prior notice that s/he has been subpoenaed/summoned for such duty and must furnish satisfactory evidence that s/he reported for or performed such acts on the day(s) for which s/he requests payment. An employee is to report back to work to his/her supervisor if excused from jury duty or court appearance. The employee will notify the Employer of his/her availability to work as early as it is reasonable to do so.
- C. The Employer shall not be obligated to pay an employee compensation for jury duty, court appearance, or when subpoenaed to give testimony before a judicial or administrative tribunal when such testimony is connected with the employee's non-school employment, or results from Association or bargaining unit initiated judicial or administrative tribunal proceedings.

6.3 **Holidays**

- A. Designated holidays on which no work will be normally scheduled are as follows:

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

- B. Fifty-two (52) week employees will be paid for all holidays providing they work the scheduled work day before and the scheduled work day after the holiday unless otherwise specifically exempted by the Superintendent. If the holiday falls on a Saturday, the employee will be given a day off with pay as scheduled with the Superintendent.

Holidays will not be charged against an employee's allotment of vacation days as specified in this Agreement.

6.4 Vacations (52 week employees only)

- A. During the first year of employment (employment date to anniversary date), an employee will accrue one day of vacation for each two (2) months of uninterrupted service up to a maximum of five (5) days during the first year. Accrual will continue until July 1st following the 1st anniversary date (first qualifying period) upon which time the employee shall be granted five (5) days of vacation to be used prior to June 30 of that year. In no event, however, shall an employee have more than ten (10) total days of vacation from anniversary date to anniversary date in his/her first year of employment.
- B. After one year of service, full year employees shall have earned credit toward vacation with pay in accordance with the following schedule:

Year One	5 days
Years Two through Five	10 days
Years Six through Nine	15 days
Year Ten or More	20 days

- C. Requests for vacation time must be submitted to the immediate supervisor and approved by the Superintendent. In the event a requested vacation period cannot be granted, the Superintendent and the employee will set a mutually agreeable time.
- D. Vacation time is to be used in the school year in which it is earned and shall not be carried forward unless approved by the Superintendent.

6.5 Unpaid Leaves of Absence: Unless otherwise indicated, the following conditions shall apply for leaves:

A. Long Term Leaves:

1. Leaves of absence without pay for periods not to exceed one year will be granted in writing, without loss of seniority for:
 - a. Child care leave
 - b. Illness leave (physical or mental)
 - c. Prolonged illness in immediate family
2. Requests for leave shall be in writing.
3. Leaves other than those listed above may be granted at the discretion of the Employer. All leaves shall be limited to one year or less; however, extensions may be granted at the discretion of the Employer. The Employer shall have the right to hire a substitute for the duration of any leave granted under this section.
4. Sick leave days shall not accrue while on leave, but unused sick leave days held at the start of the leave shall be reinstated upon return from leave. Leaves granted under the Family Medical Leave Act (FMLA) will comply with the regulations issued by the Department of Labor. A bargaining unit member's paid sick and/or personal leave will run concurrently with the FMLA leave.
5. Fringe benefits shall be paid by the employer in compliance with the Family and Medical Leave Act.
6. In order to facilitate planning for efficient operation of the school, employees on leave must notify the Employer in writing thirty (30) days prior to the last day of their leave of their intent to return to work. Failure to notify shall be deemed conclusive evidence of resignation.

B. Short Term Leaves: Employees shall be allowed to use up to three (3) unpaid leave days per year, provided the employee provides forty-eight (48) hours prior notice to the Employer. Additional days may be granted at the discretion of the Superintendent.

6.6 Association Leave: At the beginning of the school year, the Association shall be credited with six (6) days to be used by bargaining unit members who are officers or agents of the Association for Association business at the discretion of the Association. The Association agrees to pay the cost of the substitute and to notify the Superintendent not less than five (5) days in advance of taking such leave. Not more than two (2) employees shall be absent on the same date under this subsection.

ARTICLE 7

Employee Rights

- 7.1** Employees of the Employer shall have the right freely to organize, join, refrain from joining and support or not support the Association for the purpose of engaging in collective bargaining or negotiations and other lawful activities for mutual aid and protection which are not in conflict with the terms and conditions of this Contract.
- 7.2** Upon request, and subject to guidelines of the "Bullard-Plawecki Employee Right to Know Act," an employee has the right to review the contents of the personnel file maintained by the District in his/her name of all personnel records pertaining to said employee originating after initial employment, excluding initial references and any other items excluded by law, and to have a representative of the Association accompany him/her in such review. The review shall be made in the presence of the Administrator (or designee) responsible for the safekeeping of these files.
- 7.3** No material, including but not limited to student, parental or school personnel complaints, originating after initial employment will be placed in the personnel file maintained in the employee's name unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material with which s/he disagrees, including complaints, and the same shall be attached to the file copy of the material in question. When an employee is requested to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but shall not be interpreted to mean agreement with the content of the material.
- 7.4** Any formal complaint of a serious nature against an employee will be called to the attention of the employee as soon as the administration deems it appropriate to do so without compromising any investigation or violating any legal requirement. No such complaint will be included in the personnel file maintained in the employee's name or used in any disciplinary action by the Employer unless and until the employee has been informed of the complaint and the identity of the complainant (unless identity is prohibited by law).
- 7.5** No non-probationary employee shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions without pay; and discharges. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member no later than at the time discipline is imposed.
- 7.5.1** An employee shall be entitled to have present a representative of the Association during any meeting which leads to disciplinary action. When a request for such representation is made by the employee, no action shall be taken with respect to the employee until such representative of the Association is present. It will be the responsibility of the employee who asks for a delay until an Association representative can be present to reschedule a meeting with the Employer within two (2) working days. If the Employer knows that disciplinary action is likely to occur at a given meeting, the employee shall be advised of said possibility and will be advised of the right to Association representation under this provision of the Agreement.

- A. Progressive Discipline:** The following progression of discipline shall be followed prior to the imposition of any other economic discipline on any member of the bargaining unit. Based on the severity of the member's action, the Employer has the option to verbally address such action prior to starting the disciplinary process:
1. Written warning
 2. Written reprimand
 3. Suspension without pay
 4. Discharge
- B.** The District may impose any penalty up to and including discharge in relation to the seriousness of the violation. Incidents such as, but not limited to, illegal, unsafe, negligent, or immoral action(s) warrants stronger disciplinary action, up to and including discharge, by the District on the first offense.

ARTICLE 8

Association Rights

- 8.1** The Association and its duly authorized representatives shall have the right to schedule and use the Employer's buildings at reasonable hours for Association meetings, subject to scheduling such use through Employer prescribed guidelines. When special custodial services are required, the Employer may make reasonable charges therefore. Except for any special custodial services which may be required, there will be no charge for the reasonable use of instructional rooms before the commencement of the scheduled instructional and/or employee work day or after 6:00 p.m.
- 8.2** Duly authorized representatives of the Association shall be permitted to transact official Association business on the Employer's property at all reasonable times outside normal employee working hours. Such business may also be conducted during the work day by mutual agreement of the parties as long as such business does not interfere with or interrupt normal operations.
- 8.3** The Association shall have the right to use and have access to facilities and equipment at reasonable times when such equipment is not otherwise in use, subject to scheduling the use of such equipment through the Employer. This shall include, but not be limited to regular computer access with internet/email capabilities. The Association shall pay for the reasonable costs of all materials and supplies incidental to such use.
- 8.4** The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards as designated by the Employer, at least one of which shall be provided in each building or facility to which bargaining unit members may be assigned. The Association agrees not to use any other school bulletin boards for Association purposes. The Association may use employee mail boxes for communication to bargaining unit members.

- 8.5** The Employer agrees to furnish the Association with such public information which may be available concerning the financial resources of the District, tentative budgetary requirements and allocations and such information which may be necessary to assist the Association to bargain collectively with the Employer with respect to wages, hours and other terms and conditions of employment, together with any information necessary for the Association to process any grievance or complaint. The Association agrees requests for such information will be made in writing through its president or someone designated by him/her and that requests will be made sufficiently in advance of their need so the Employer may have ample time to prepare and/or assemble the information. In general, such information will be made available in the form in which it is kept, and the Employer will not be required to prepare information in any specific format to meet the needs of the Association. Original records may be examined only at the offices of the Employer.

ARTICLE 9

Evaluation of Employees

- 9.1 Monitoring and Observation:** The performance of an employee may be monitored by the Employer at any time during the employee's work hours. Employee evaluation shall include but is not limited to daily performance, inspections of work areas, and by personal observation conducted by the supervisor assigned to evaluate each bargaining unit member. Probationary employees will be formally evaluated during their ninety (90) day probationary period. Evaluations of non-probationary employees will be completed annually.
- 9.2 Evaluation Criteria:** Employees shall be apprised in writing (i.e. evaluation form) of the criteria upon which they will be evaluated. This will primarily be their job description.
- 9.3 Written Evaluation:** Each formal evaluation shall include a conference with the evaluator. All employee evaluations shall be reduced to writing and a copy given to the employee within ten (10) days of the monitoring and/or observation upon which the evaluation is based. The employee shall sign a copy of the evaluation, signifying that s/he has received a copy. In no case shall the bargaining unit member's signature be construed to mean that s/he necessarily agrees with the contents of the evaluation. If the employee disagrees with the written evaluation, s/he may submit a written response within ten (10) days and the written response shall be attached to the file copy of the evaluation in question. All written evaluations are to be placed in the employee's personnel file.
- 9.4 Professional Development:** The Employer recognizes each employee as being a valuable asset to the school district and seeks to assist each employee to be successful in his/her position while contributing fully to the success of Bellaire Schools. Based on the evaluation, the employee and supervisor may select a program of professional development to strengthen necessary skills to improve or increase existing performance.

- 9.5** The absence of a written evaluation of a bargaining unit member's job performance shall indicate that the member's job performance was satisfactory.

ARTICLE 10

Grievance Procedure

10.1 Definitions:

- A.** A "grievance" is a written claim that there has been a violation, misinterpretation, or a misapplication of the express written terms of this Agreement.
- B.** A "day" is a weekday (Monday through Friday) exclusive of Saturday, Sunday, a legal holiday or a vacation period during the regular school year.
- C.** The grievance shall be signed by the grievant and an association designated representative. In addition, the association president or the association's identified designee will also receive a copy of the grievance.

INFORMAL LEVEL

- 10.2** In the event an employee (or Association) believes there is a basis for a grievance, the employee (or Association) shall first discuss the problem with his/her immediate supervisor (or designee as assigned by the immediate supervisor) within ten (10) days of its alleged occurrence with the objective of resolving the matter informally. An employee may choose to notify the Association of the meeting and have an Association representative present at the meeting.

FORMAL LEVEL I

- 10.3** If, as a result of the informal discussion with the immediate supervisor (or designee) the complaint is not resolved, a formal grievance shall be submitted in writing to the immediate supervisor within ten (10) days following the date of the informal discussion. The grievance report form shall be attached to this Agreement. The written grievance shall include:
- A.** Identification of the grievant(s).
 - B.** The specific facts upon which the grievance is based.
 - C.** Identification of the applicable section(s), subsection(s), paragraph(s), or portion(s) of the Agreement allegedly violated, misinterpreted or misapplied.
 - D.** The specific relief requested.

- E. The date on which the alleged grievance occurred.
- F. The date on which the grievance is being filed.
- G. A signature attesting to the facts presented.

10.4 Within ten (10) days of receipt of the formal written grievance, the immediate supervisor (or designee) shall meet with an Association representative and the grievant in an effort to resolve the grievance. The immediate supervisor (or designee) shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association. If the occurrence falls within the final five (5) days of the school year and prior to the beginning of the next school year, the grievant shall (within the established time frames of the grievance process) submit a written grievance to the administration office/superintendent. The contractual time lines for the processing of said grievance shall not commence until the grievance has been signed by the president or the designated grievance chair of the BESP. A copy of the grievance shall be given/sent to the association president in accordance with 10.1 C.

FORMAL LEVEL II

10.5 In the event the Association (and/or the aggrieved employee) is not satisfied with the disposition of the grievance at **FORMAL LEVEL I**, or in the event that no decision has been rendered within five (5) days after the meeting with the supervisor at **FORMAL LEVEL I**, the Association may submit the grievance to the Superintendent within five (5) days after receipt of the **FORMAL LEVEL I** response, or within ten (10) days of the meeting with the supervisor (if the supervisor does not respond in writing).

10.6 Within five (5) days after receipt of the formal grievance, the Superintendent (or designee) shall meet with the Association representative and the grievant in an effort to resolve the grievance. The Superintendent (or designee) shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.

FORMAL LEVEL III

10.7 In the event the Association is not satisfied with the disposition of the grievance at **FORMAL LEVEL II**, or in the event that no decision has been rendered within five (5) days after the meeting with the Superintendent (or designee) at **FORMAL LEVEL II**, the Association may choose one of the following alternatives as the final step in the grievance procedure:

- A. The Association and/or the Employer may submit the grievance to State Mediation within ten (10) days after receipt of the **FORMAL LEVEL II** response, or within ten (10) days of the meeting with the Superintendent (or designee), if the Superintendent (or designee) does not respond in writing. The Mediator will be scheduled at a time that is mutually acceptable to the Association, the Employer, and the Mediator. The Mediator shall be asked to recommend alternatives to resolve the grievance but such recommendations shall not be binding on either party, or
- B. The Association may, through the Superintendent, submit the grievance to a committee of the Board of Education within ten (10) days after receipt of the **FORMAL LEVEL II** response, or within ten (10) days of the meeting with the Superintendent (or designee), if the Superintendent (or designee) does not respond in writing.
 - 1. When a grievance has been submitted to a committee of the Board of Education, the Board President shall appoint a committee of the Board to hear the grievance. The Board Grievance Committee Chair (or designated representative) shall confer with the Association Grievance Representative to set a mutually satisfactory time and place for the hearing. Said committee of the Board hearing shall occur not more than thirty (30) calendar days after the date the request for the hearing is received (unless the parties mutually agree in writing to delay the hearing to a later mutually acceptable time.
 - 2. Within ten (10) days after the hearing, the Board Grievance Committee (or designated representative) shall render a decision in writing and furnish a copy to the Association.

FORMAL LEVEL IV

- 10.8** If the Association is not satisfied with the disposition of the grievance at **FORMAL LEVEL III** or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator within thirty (30) calendar days of its receipt of the Level III disposition. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and the Employer.

GRIEVANCE TIME LINES

- 10.9** The time limits established by this grievance procedure shall be strictly construed; provided, however, the parties to this Agreement reserve the right to mutually

extend or alter said time limits in writing. Any grievance not advanced by the Association and/or grievant to the next step in the grievance procedure within the time limits specified shall be deemed abandoned. In the event the Employer's representative fails to respond to a grievance within the time limits specified, said grievance shall be deemed denied and subject to advancement to the next step of the grievance procedure.

ARTICLE 11

Seniority, Layoff and Recall

11.1 Probationary Status: A newly hired employee shall be on probationary status for sixty (60) work days during the probationary employee's initial assignment as a regularly scheduled employee. The probationary period shall be counted from and including the first day of regularly assigned employment. Employment during the probationary period shall be solely at the discretion of the Employer on a day-to-day basis, and probationary employees may be terminated with or without cause. Employment during the probationary period shall not include paid sick leave or the accrual of seniority.

11.2 Seniority Defined: Seniority shall be defined as an employee's length of continuous employment with the Employer. Employees on unpaid leaves of absence or layoff shall have their seniority frozen, and shall not gain additional seniority, except that seniority shall continue to accumulate during an unpaid leave of absence of less than two (2) weeks in duration.

11.3 Placement on the Seniority List:

- A. Present non-probationary employees shall be placed on the seniority list according to their date of hire. For future employees, date of hire shall be defined as the date the employee first reports to work pursuant to the instructions from the Employer as a regular employee.
- B. After satisfactory completion of the probationary period, an employee will be given the status of a regular employee and will be assigned seniority based on his/her first day of work as a regularly scheduled employee. The seniority list will be revised to reflect the employee's non-probationary status. After the probationary period, an employee shall accrue paid sick leave from his/her date of hire.

Seniority List:

The seniority list will show the date of hire, names and job classification, district seniority date and classification seniority date of all employees of the unit entitled to seniority.

The Employer will provide the Association President with an up-to-date

seniority list, one for each building, by September 30 of each year. However, the Association may request an updated list more often as the need arises.

Each employee will have the right to challenge the accuracy of the seniority reported for him/her for a period of thirty (30) calendar days after posting. If the accuracy of the list is not challenged within the time limit above, it shall be conclusively presumed to be correct and then shall only be subject to further correction when assuring the accuracy of a layoff.

11.4 Classifications:

A. Bargaining unit employees shall be assigned to one of the following classifications:

1. Office
 - A. Secretary
 - B. Office Clerk
2. Paraprofessional
 - a. Certified (i.e. Title I Instructional Aide)
 - b. Noncertified (i.e. Instructional, Bus, and Media Aides)
3. Transportation
 - a. Bus Driver (including Early Childhood Program Driver)

Classifications are provided to indicate salary schedule placement as related to job responsibilities and requirements and are determined by an individual's length of service within a classification. Employees may work in more than one classification, but their rates of pay will be determined separately for each classification based on their length of service within each classification.

Exception: If a current employee accepts a position in more than one classification, they will be placed at Step One of the pay scale. For purposes of pay only, the probationary step will be bypassed. It is understood that all regularly scheduled hours of work as a district employee shall apply towards meeting the eligibility requirements for insurance benefits.

B. Classification Seniority: Classification seniority shall be the continuous service in a particular classification and shall accrue to an employee during a period of active service. Employees moving from one classification to another shall retain seniority accrued in any other classification. When more than one (1) employee transfers from one classification to another on the same date, the date of hire shall be used to determine their order of seniority relative to each other in the new classification.

11.5 Tie Breaking Procedure: In the event more than one employee has the same date of hire, a drawing to determine each employee's position on the seniority list shall be conducted openly and at a time and place which shall reasonably allow affected employees to be in attendance.

11.6 Seniority Lost: Seniority shall be lost by a bargaining unit member when s/he:

- A. Quits, retires or dies, or
- B. Is discharged and not reinstated, or
- C. Is absent for three (3) consecutive working days without valid reason, or
- D. Is laid off for a period of time equal to seniority or two (2) years, whichever is greater, (if classification work is discontinued by the Employer for a school year or more, layoff time will not toll toward losing seniority during that time), or
- E. Fails to return to work on the first scheduled working day following termination of any leave of absence or scheduled vacation without valid reason for failure to return to work, or
- F. Fails to return to work from layoff when recalled in accordance with this Agreement.

11.7 Layoff Defined: Layoff shall be defined as a reduction in the work force.

11.8 Layoff Notice: No bargaining unit member shall be laid off or have their hours reduced pursuant to a reduction in the work force unless said bargaining unit member and the association shall have been notified of said layoff at least two (2) weeks prior to the effective date of the layoff.

11.9 Layoff Procedures: In the event of a reduction in the work force, or workforce hours, the Employer shall lay-off or reduce the hours of the least senior bargaining unit member in that classification. In no case shall the Employer employ a new employee while there are laid-off /reduced hours bargaining unit members who are qualified for a vacant or newly created position and/or duties, unless a laid-off employee does not report to work when notified.

Clarification of the bumping process re: the issue of seniority (I.E., the method that seniority is accrued and how it should be interpreted).

1. Within the classification
2. Within the previous classification
3. District-wide seniority, if member is qualified, licensed and/or certified as required by job description

11.10 Substitute Procedures: Under the terms of this agreement, all attempts for temporary or long term substitutes will be made first from the actively employed staff at the time of an opening regardless of classification. If placing an active employee into a substitute position closes another opening, then that opening will be filled first from active staff if available and so on until all positions requiring substitutes are filled from active staff. In the event that a position remains open or unfilled from within the active staff, the following procedures shall be upheld:

- A. A displaced or laid-off employee who has indicated in writing to the Superintendent on an annual basis by September 1st that he/she would like

to be considered for substitute work shall be placed on a substitute priority list and then given the next opportunity for substitute work if there is more than twenty-four (24) hours notice of the need for a substitute.

- B. A displaced or laid-off employee, if following the procedure as described in subsection A above, shall remain on this substitute priority list until such employee turns down three (3) opportunities for such substitute work within a one (1) school semester time period. In the event that such employee rejects or does not respond within twelve (12) hours on three opportunities for substitute work, this employee shall be removed from the substitute priority list until the next academic school calendar year.
- C. A displaced or laid-off employee who has already committed to a substitute position or positions on the same day/date, then that prior commitment renders that person ineligible for work until said commitment is satisfied and no further request to fill a position with that person is required.

11.11 Health Benefits During Lay Off: Laid off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly subscriber group rate premium for such benefits to the Employer, pursuant to COBRA, after the first thirty (30) calendar days of such layoff, during which time fringe benefits will be continued by the Employer.

11.12 Recall: Laid-off employees shall be recalled and/or have their hours restored in order of seniority, with the most senior being recalled first. Bargaining unit members will be recalled according to seniority within classifications, with the most senior employee on layoff from the classification being recalled first. A laid off bargaining unit member shall remain on the recall list for two (2) years or his/her length of service in the district, whichever is greater, from the date of the layoff.

11.13 Recall Notices: Notices of recall shall be sent by certified mail, return receipt requested, to the last known employee address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address. If an employee fails to report for work within ten (10) work days from the date of receipt of the notice, or if s/he fails to give the Superintendent good and acceptable notice why s/he cannot start work within ten (10) work days, s/he shall be terminated.

11.14 Recalled Employee Reporting: A recalled bargaining unit member shall be given ten (10) work days from receipt of notice to return to work. The recalled bargaining unit member is encouraged to notify the Employer of his/her intent to return to work as soon as possible. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work.

11.15 Obligation to Report: Bargaining unit members recalled to a regular position are obligated to take said position unless the position has fewer paid daily hours and/or a lesser pay rate than the position the employee was assigned prior to layoff. A bargaining unit member who declines recall to a regular position for which s/he is qualified (when such position has the same or more daily paid hours and pay rate than the one from which s/he was laid off) shall forfeit his/her seniority rights.

ARTICLE 12

Insurance

12.1 The insurance premium subsidy amount paid by the Employer for employees in the bargaining unit will be as noted below (said subsidy will be for a full twelve-month period for those employees who are employed for a full school year):

A. Eligibility:

1. All employees hired prior to July 1, 2005 will be held harmless and receive their same Board paid percentage (%) of benefits. Transportation employees hired prior to July 1, 2005 will continue to be paid at the sixty-seven percentage (67%) rate as follows:
 - a. Drivers who are regularly assigned to drive both A.M. and P.M. routes: sixty-seven percent (67%) of premiums that are available to other support staff full-time employees.
 - b. Drivers who are regularly assigned to drive Vocational Education routes: One hundred percent (100%) of premiums that are available to other support staff full-time employees.
 - c. Drivers who are regularly assigned to drive Special Education routes: A pro-rata subsidy based on time assigned (based on thirty (30) hours weekly equaling full-time employment).
 - d. Drivers who drive extra trips, or are regularly assigned to drive the kindergarten route or a single A.M. or P.M route will not be eligible for insurance subsidies based on those assignments.
2. Employees hired between June 20, 2001 and June 30, 2005 will receive health benefits fully paid for every month worked. Part-time employees, including transportation employees, hired after July 1, 2005 and scheduled 30 hours or less per week are not eligible for benefits.

12.2 Health Plan: Beginning in 2012-2014, the Board shall provide the following capped premiums for those that qualify and needing health insurance:

Single Subscriber	\$ 5,500
Two Party (Self and Spouse)	\$ 11,000
Full Family (Including Parent/Child)	\$ 15,000

This capped amount, as established currently by the Legislature, shall be increased accordingly to any future increases as established by the Legislature.

PLAN A (for support staff employees needing health insurance)

Health Choices II, \$500/\$1000 deductible; \$20 office co-pay; Saver Rx

Delta Dental 80/80/80: \$1,300 with orthodontics

Negotiated Life: \$5,000 AD&D

Vision: VSP-2 Silver

Long Term Disability 60%

90 calendar days modified fill

\$2,500.00 maximum

Alcohol/drug and mental/nervous; two (2) year limitation

Freeze on offsets

Member option to move the MESSA ABC Plan 1 must be declared by November 12, 2012.

Member premium share to be paid with pre-tax dollars.

PLAN B (for support staff employees not needing health insurance):

Delta Dental 80/80/80: \$1,300 with orthodontics

Negotiated Life: \$5,000 AD&D

Vision: VSP-2 Silver

Long Term Disability 60%

90 calendar days modified fill

\$2,500.00 maximum

Alcohol/drug and mental/nervous; two (2) year limitation

Freeze on offsets

B. Cash in Lieu of Health: Employees who have the full-time-equated (F.T.E.) status of 30 or more hours per week will be given a stipend equal to the amount set by the single subscriber legislative CAP as defined in section 12.2 above per month based on days of employment according to the following schedule:

231-260 days	12 month single subscriber rate
201-230 days	10 month single subscriber rate
Student-200 days	9 month single subscriber rate

12.3 IRS Section 125 Plan: Employees may participate in Employer’s current IRS Section 125 Flex Plan. Employees may utilize this plan to pay premium costs not paid by the Employer.

12.4 Workers Compensation Insurance: An employee who is absent due to injury or disease compensable under the Michigan Workers Compensation Law shall be permitted to use his/her accumulated sick leave days to make up the difference between the allowance under the Workers Compensation Law and his/her regular net salary.

ARTICLE 13

Retirement

13.1 Terminal Pay: An employee qualifying for terminal pay shall receive twenty-five percent (25%) of his/her regular daily base pay at retirement for each day of accumulated sick leave, not to exceed two thousand four hundred dollars (\$2,400). To qualify for terminal pay, the employee must meet at least one (1) of the following requirements and have worked in the Bellaire Public Schools not less than ten (10) years.

- A.** Medical Disability Retirement under Social Security.
- B.** Qualify under the Michigan Public School Employees' Retirement System. (MPSERS).

ARTICLE 14

2012-2014 Hourly Wage Schedule:

Level	Year	0% with Steps Granted
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Transportation				2012-2014
Bus Driver	Entry	60 Days		\$ 13.38
ECP Driver		1	1	\$ 13.91
		2	2	\$ 14.44

Secretary				
Secretary	Entry	60 Days		\$ 13.09
		1	1	\$ 13.61
		2	2	\$ 14.14

Office Clerk - see Paraprofessional Wage Schedule

Paraprofessional				
Certified/Noncertified Aides	Entry	60 Days		\$ 9.51
Office Clerk/Bus Aide*		1	1	\$ 10.03
		2	2	\$ 10.56

Entry = probationary hourly rate
Tier 1 = 61st day through Year 5
Tier 2 = Year 6 and beyond

14.1 Salary Schedule Adjustments

A. Employees will receive the following salary schedule adjustments:

2012-2013

0% with steps granted

2013-2014

0% with steps granted
 Off scale \$250.00 cash stipend payable in the final June, 2014 paycheck; part-time employees shall be pro-rated.

B. No bargaining unit member will lose salary as a result of changes in the salary schedule. All bargaining unit members employed prior to August 31, 2005 who have wages above the attached salary schedule will receive the agreed upon wage rate increase off schedule until the salary schedule catches up to their 2003-2004 wage.

14.2 Special Education Route: If the district uses regular drivers for a Special Education Route, the driver will be paid based on the hourly rate as noted in subsection 14.1 above. The parties acknowledge that driving time may vary depending on the needs of the individual student schedules and school district needs for these routes. The parties also acknowledge that the District currently works cooperatively with other districts in providing special education transportation and may not have a special education route for its regular drivers in any given year.

14.3 Extra Trip Rates: Minimum extra trip pay (including 15 minutes for pre-trip

inspection and clean up) will be \$15.00 for less than one hour. A driver will be paid his/her hourly rate for extra trip time that would have taken place during a regular route. The hourly rate for Extra Trips is eleven dollars (\$11.00).

- 14.4 Meal Allowance:** All meal allowances will be provided to bargaining unit members if on assignment or training off school grounds or on an extra trip during morning, noon or evening mealtimes (this does not apply to regular, special education or vocational education routes). When meal allowances apply, bargaining unit members will be reimbursed according to the following limitations or the District rate, whichever is greater:

Breakfast: \$6.00 **Lunch:** \$7.50 **Dinner:** \$15.00 (Receipts shall be required)

- 14.5 Substituting for Teachers:** In the event an employee feels s/he has been improperly asked to substitute for a classroom teacher, that employee has the right to immediately contact and notify a school administrator and/or his/her immediate supervisor of the situation. If a bargaining unit member possesses teacher certification or qualifications to be a substitute teacher and subs for one hour or more, s/he shall receive the substitute teacher pay.

ARTICLE 15

Contract and Contract Negotiations

- 15.1** The parties acknowledge that during 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. The Employer and Association agree that this Contract incorporates their full and complete understandings and that all prior Agreements and/or practices are superseded by the terms of this Agreement.
- 15.2** Any individual contract between the Employer and an individual bargaining unit employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 15.3** This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment.
- 15.4** Representatives of the Employer and the Association will meet at the request of either party for the purpose of discussing contract issues, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other an agenda covering issues they wish to discuss.

- 15.5** There shall be three (3) signed copies of the final agreement for the purpose of record. One (1) copy each shall be retained by the Employer on behalf of the Board, one by the Association, and one by the Superintendent.
- 15.6** If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 16

Payroll Deductions

- 16.1** The Employer shall make all necessary and required deductions from each employee's pay.
- 16.2** Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, charitable donations, or any other plans or programs jointly approved by the Association and the Employer. The Employer will make payment monthly to the designated agency. Such authorization from the employee shall continue in effect from year to year unless revoked in writing.
- A. Direct Deposit
 - B. Tax Sheltered Annuities with companies and/or agencies currently approved and utilized by the Employer. Employees can receive a copy of companies and/or agencies currently approved and utilized through the Employer's Business Office.

ARTICLE 17

Continuity of Operations

- 17.1** The Employer and Association agree that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the services which support school programs. The Association agrees that during the life of this Agreement, neither the Association, its agents nor its members will authorize, instigate, condone, or engage in any strike or any other form of work cessation. Accordingly, the Employer agrees that during the life of this Agreement it will not lockout employees (as used in this subsection, "strike" and "lockout" shall be as defined pursuant to Act No. 112 of the Public Acts of 1994, as amended).

ARTICLE 18

Duration of Contract

18.1 This Agreement shall be effective as of the date of ratification by both parties, and shall continue in effect until the 20th day of March, 2013.

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this 20th day of March, 2013.

BELLAIRE PUBLIC SCHOOLS, BOARD OF EDUCATION

BELLAIRE EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION

NMEA/MEA/NEA

ASSOCIATION

BOARD OF EDUCATION

By _____ By _____
NMEA President President

By _____ By _____
NMEA Staff Liaison Vice-President

By _____ By _____
Uniserv Director/MEA/NEA Secretary

By _____ By _____
SNAP Negotiator/Spokesperson Treasurer

By _____ By _____
Negotiating Committee Member Trustee

By _____ By _____
Negotiating Committee Member Trustee

By _____ By _____
Negotiating Committee Member Trustee

By _____ By _____
Negotiating Committee Member

ATTACHMENT "A"
GRIEVANCE REPORT FORM

INFORMAL LEVEL

Date of Informal Level discussion with immediate supervisor/designee _____

LEVEL I

Grievance # _____ Bellaire Public Schools

Distribution of form:

- | | |
|-------------------------------------|----------------|
| 1. Superintendent | 3. Association |
| 2. Principal/Supervisor (Duplicate) | 4. Grievant |

Building Assignment	Name of Grievant	Date Filed
_____	_____	_____

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

_____	_____	_____	_____
Signature of Grievant	Date	Association Representative	Date

LEVEL II

Date of Level II meeting with Supervisor/Designee _____

A. Disposition of Supervisor/Designee: _____

_____	_____
Signature of Supervisor or Designee	Date

B. Position of Grievant and/or Association: _____

Signature of Grievant Date Association Representative Date

LEVEL III

A. Date Received by Superintendent or Designee: _____

1. Date Submitted to State Mediator _____

2. Date Grievance heard by Board of Education: _____

B. Disposition of the Mediator/Board: _____

Signature of Mediator/ Board President or Designee Date

C. Position of Grievant and/or Association: _____

Signature of Grievant Date Association Representative Date

LEVEL IV

A. Date submitted to Arbitration: _____

(Attach Arbitrator's Decision)

NOTE: ALL PROVISIONS OF ARTICLE 10 OF THIS AGREEMENT WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.