

MASTER AGREEMENT

2014 - 2017

Between the
Bellevue Educational Support
Personnel Association,
ECEA/MEA/NEA

And the

Bellevue Community Schools,
Bellevue, Michigan

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AGREEMENT

This Agreement entered into this 1st day of July 2014 by and between the Board of Education of the Bellevue Community Schools, hereinafter called the Board, and the Bellevue Educational Support Personnel Association, Eaton County Education Association, MEA/NEA, hereinafter called the Association.

PREAMBLE

WHEREAS, the Employer and the Association recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act and the statements of policy contained therein; and

WHEREAS, the Employer and the Association have entered into good faith negotiations and reached agreement upon wages, hours and other terms and conditions of employment; and

WHEREAS, the parties recognize that it is in the interest of both the Employer and the Association to strive toward establishing a cooperative labor relations environment founded upon a secure contractual relationship.

The Employer and the Association do hereby set forth and memorialize this as their contractual agreement.

ARTICLE I - RECOGNITION

- A. Pursuant to the certification of representative issued by the Michigan Employment Relations Commission in Case No. R86 H-269 and Case No. R88 B-79, the Employer hereby recognizes the Association as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees in the bargaining unit defined and described as follows:

ALL SECRETARIAL/CLERICAL, PARAPROFESSIONAL, FOOD SERVICE
AND CUSTODIAL/MAINTENANCE/GROUNDS PERSONNEL.

Excluding per diem substitutes, supervisors, bookkeeper, confidential secretary and all other employees.

- B. The term "employee," singular or plural, when used hereinafter in this Agreement shall mean a member of the bargaining unit as defined herein above. Any references to one gender shall include the other.
- C. The Employer agrees not to recognize or negotiate with any other labor organization during the term of this Agreement with respect to wages, hours and/or working conditions of employees covered by this agreement.
- D. Substitutes may be employed in positions vacant while seeking new hires, in positions while bargaining unit employees are on leave and in temporary positions designed to exist for limited periods of time not to exceed 6 months.
- E. Nothing contained herein shall be construed to limit the ability of supervisors to perform any work or task.

ARTICLE II – EMPLOYER RIGHTS

- A. The Employer retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested by law, including by way of illustration and not by way of limitation, the following:
1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
 2. The right to hire all employees and to determine their qualifications, to discharge, demote or otherwise discipline employees and to assign and transfer employees.
 3. The rights to determine the size of the work force, positions of employment and job descriptions and whether to expand or reduce the work force and/or create, eliminate or modify positions of employment;

4. The right to establish, continue or revise personnel policies and/or rules and regulations regarding the conduct of employees in the work place and the manner and method of performing work.
 5. The right to establish, modify, change or cancel any work, business or school schedules, hours or days;
 6. The right to determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 7. The right to determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- B. The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof shall be the exclusive prerogative of the Board, except as otherwise limited by express provision of this Agreement.

ARTICLE III - ASSOCIATION EMPLOYEE RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, it is agreed that all employees shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. It is agreed that no employee will be directly or indirectly discouraged, deprived, or coerced in the exercise of any rights conferred by the Act, and will not be discriminated against with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association or collective negotiations with the Employer or the institution of any grievance, complaint or proceeding under this Agreement. Such matters are within the exclusive jurisdiction of the Michigan Employment Relation Commission for resolution of any disputes.
- B. The Association shall request the use of school building facilities through the Superintendent or his/her representative for its meetings. These requests must be in writing and submitted at least twenty-four (24) hours in advance of the proposed meeting. The request is subject to the approval of the Superintendent or his/her representative. The Association shall reimburse the District for all costs associated with the use of such facilities in accordance with standard Board policy.
- C. The Association shall request the use of the school equipment through the supervisor, principal or his/her representative. The requests are subject to the approval of the supervisor, principal or his/her representative. The Association shall pay the cost of all materials and supplies.
- D. Bulletin boards shall be made available on which the Association may post notices for its activities and matters of Association concern.

- E. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operation. The office shall be notified of arrival and departure. Work time missed for Association business shall be made up by the employee; unless said employee is attending a meeting set up by a District administrator.
- F. The Association shall have five (5) days annually for use for Association business; no more than two (2) bargaining unit members may be gone on any one day. Notification will be made in writing to the building principal at least three (3) calendar days in advance of the day to be used. The Association shall pay the cost of a substitute, if a substitute is hired. By mutual consent of the Employer and the Association, the Association President(s) shall have additional time to deal with Association member issues within the District during the school day that cannot be dealt with during non-working hours.
- G. When requested by the Association, the Employer agrees to make available public budgetary information and other public information which may be necessary for the Association to bargain collectively. All of said information shall be provided subject to the requirements of the Michigan Freedom of Information Act. Further, the Employer agrees to provide the Association with any information which may be necessary to process a grievance or complaint, provided such does not violate the individual employee's legal rights.
- H. The Board agrees to furnish to the Association copies of agendas and minutes of all Board meetings.
- I. The employee shall have reasonable access to existing adult restrooms and lavatory facilities of the School District. The employees shall be provided access to existing telephone facilities located in open work areas for necessary phone calls. Use of these facilities shall be at times and in a manner to minimize disruption of work time.
- J. Adequate parking shall be provided for employees at their assigned work sites.

ARTICLE - IV SENIORITY

- A. Seniority shall be defined as the length of an employee's continuous and uninterrupted employment in the respective seniority classifications of the bargaining unit from the employee's initial date of hire. Time spent on layoff or unpaid leave of absence shall not accumulate as service time for seniority but shall not constitute a break in continuous employment. Employees on a medical leave shall continue to accumulate seniority up to one year. Seniority is not cumulative among seniority wage classifications and may be exercised only within the wage classification in which it is accumulated. Movement from one wage classification to another shall not terminate seniority the employee has accumulated in any other wage classifications previously, provided there has been no break in continuous employment.

- B. The seniority wage classifications of the bargaining unit are as follows:
1. Secretarial/Admin Asst
 2. Library Paraprofessionals/Office Clerks.
 3. Paraprofessional Lunch or Recess employees.
 4. Paraprofessional 1 on 1 or Instructional
 5. Early Childhood Certified
 6. Cafeteria employees.
 7. Baker/Cook
 8. Custodial/Maintenance/Grounds employees.
- C. Employees shall not accumulate or vest the right to exercise seniority until completion of the sixtieth workday of employment. After completion of the ninety (90) actual workday probationary period, the employee shall be credited with seniority rights from the date of hire.
- D. The Employer shall prepare and maintain a seniority list showing the length of service of each employee within the respective seniority classifications of the bargaining unit. Two (2) copies shall be furnished to the Association August 15 of each year. In the event more than one employee has the same length of service in a seniority classification, seniority ranking shall be determined by ranking those employees in order of the highest four digit numbers taken from the last four digits of each employee's social security number.
- E. Seniority shall be lost by an employee upon termination or resignation. Any person previously employed and rehired after having terminated his/her employment shall begin as a new hire from his/her most recent date of hire and shall not retain any seniority from his/her previous employment with the Employer. An employee who accepts a supervisory position with the employer shall retain the right for one year to exercise all seniority earned in the seniority classifications of the bargaining unit for return to a bargaining unit position and the period of service in the supervisory position shall not constitute a break in continuous employment and shall not accumulate as service time.

ARTICLE V - ASSIGNMENTS, VACANCIES AND TRANSFERS

- A. A vacancy shall be defined as a newly created or an unoccupied position in the bargaining unit to be filled when there is no employee who can claim the position by return from leave of absence or by recall from layoff. The Employer shall determine when a position is to be created, continued, suspended or eliminated.
- B. Job descriptions may be obtained by all current bargaining unit members and by all new bargaining unit members when hired by the Employer. The descriptions will include at a minimum:
 - 1. Job title and description
 - 2. Minimum qualifications
 - 3. General statements of required tasks and responsibilities.

Any postings shall be based upon said job descriptions. Job descriptions may be changed by the Employer after notification and consultation with the Association. When job descriptions are revised, copies will be given to the Association executive committee.

- C. All vacancies shall be posted for a period of at least five (5) work days for application by internal and external applicants prior to making a decision upon the position.
- D. After the expiration of the posting period the Employer shall fill the position by transferring the most senior employee from within the affected classification who makes a timely application. If no employee from the affected classification makes a timely application for the posted position, the position will be awarded to an applicant. In making the decision to award the position to an applicant, the Employer will consider the relative qualifications, skills abilities and experience of the applicants including the length of service in the School District and other relevant factors. The decision of the Employer in filling the position shall be final. The applicant selected shall be notified in writing of his/her selection and the time and place to report for work. Employee applicants not selected shall be so notified.
- E. All school year employees shall be notified of their assignments by the Employer in writing at least thirty (30) days prior to the beginning of their respective work years whenever possible. The assignment notices shall indicate the scheduled hours of the employees and their anticipated work years. The scheduled time of work hours of any employee may be modified upon written notice issued to the employee twenty-four (24) hours in advance or less in case of emergency. When a reduction in hours is necessary the Employer shall give the employee two-weeks written notice of the reduction. The Employer shall notify all less than full year employees of their start date in writing seven (7) calendar days prior to the start day for work.
- F. A thirty (30) calendar day trial period will be given to all employees who transfer from within the bargaining unit to fill a vacancy. If at the end of the trial period the

employee's performance meets less than the minimum requirements, the Employer may return the employee to the position he/she held before the transfer.

ARTICLE VI - LAYOFF AND RECALL

- A. The Employer may determine in its discretion when and how it must reduce the hours worked by employees in the work force. The Employer may decide to eliminate positions or reduce the hours of any positions in its discretion.
- B. When the Employer determines it is necessary to reduce the size of the work force by elimination of positions in a seniority classification, employees in the seniority classification shall be reduced in order of least seniority within the seniority classification being reduced, provided there are more senior employees within the seniority classification remaining who possess the skills and qualifications to perform the positions vacated by the least senior employees in the classification.
- C. An employee reduced from a position in his/her present seniority classification shall be retained in a position in another classification in which he/she has previously accumulated seniority, provided there is a less senior employee in that classification and the more senior employee possesses the skills and qualifications to perform the position.
- D. Employees shall be provided five (5) work days notice prior to the effective date of layoff.
- E. When positions become available in a seniority classification, employees who have been laid off from that seniority classification shall be recalled in order of greatest seniority within the seniority classification from which they were laid off, provided the employee possesses the skills and qualifications to perform the position. Recall rights to a position shall terminate two years from the date of layoff from the seniority classification.
- F. When the Employer determines it is necessary to reduce the number of hours of any bargaining unit positions, an employee, in an effort to maintain the current number of hours worked, upon application, shall be placed in a position in his/her present seniority classification which would maintain his/her hours of employment and which is held by a less senior employee, provided the reduced employee possesses the skills and qualifications to perform the position and the displaced employee can be retained in the classification in another position for which he/she possesses the skills and qualifications. An employee seeking to preserve his/her previous hours will be provided a fifteen (15) work day trial period within which to demonstrate his/her ability to perform the work. Any employee in a trial period may request in writing to his/her immediate supervisor to be removed from the new position. Upon such request, the Employer shall return the bargaining unit member to his/her prior position and wages.
- G. Employees do not have the right to displace less senior employees in higher pay rate positions pursuant to a layoff or reduction of hours.

ARTICLE VII - DISCIPLINE AND DISCHARGE

- A. Upon satisfactory completion of the ninety (90) actual work day probationary period, an employee will not be disciplined or discharged without just cause. An employee shall not be subject to discipline or adverse evaluation as the result of conflicting directives from supervisors, including building principals, unless the employee fails to follow the directive of any supervisor.
- B. The Employer will use a progressive/corrective discipline approach in assessing disciplinary measures. The disciplinary measure shall be appropriate to the misconduct or deficiency in performance. Discharge shall be appropriate for repeated misconduct or deficiency in performance where progressive disciplinary measures have been previously assessed or for serious misconduct or deficiency in performance, which justifies discharge in the first instance.
- C. Prior to taking disciplinary action the Employer shall conduct an investigation to determine the relevant facts and conduct an investigatory interview with the employee. In the investigatory interview, the employee, upon request may have an Association representative present. The employee shall be presented with the charges against him/her and provided an opportunity to respond.
- D. Employees shall be disciplined in private and may have their Association representative present.
- E. Upon request, an employee may review his/her personnel file according to the provisions of the Bullard Plawecki Employee Right to Know Act.

ARTICLE VIII - GRIEVANCE PROCEDURE

- A. This procedure is designed to promote resolution of contract interpretation disputes between the parties at the earliest possible time. A grievance is defined as a claim by an employee that there has been a violation, misinterpretation or misapplication of the terms of the Agreement as to him or her or a claim by the Association that there has been violation, misinterpretation or misapplication of the terms of the Agreement.
- B. **Step One.** The employee or the Association must file a grievance in writing within ten (10) workdays of the occurrence of the events upon which it is based. The substance of the grievance must have been discussed orally with the immediate supervisor prior to the filing of the grievance. The supervisor must have been advised in the oral discussion that the events being discussed could form the basis of a grievance and the terms of the Agreement upon which it would be based. Failure to do so will invalidate the grievance. When a written grievance is filed with the immediate supervisor after the oral discussion and within ten (10) work days of the occurrence of the events upon which it is based, the immediate supervisor may respond in writing within ten (10) work days following receipt of the written grievance.

If the employee or the Association is not satisfied with the written response of the immediate supervisor or if no response is made within the ten (10) work day period allowed for the response, the employee or the Association may appeal the grievance to Step Two within five (5) work days from the date of the supervisor's written response or the deadline for the response, whichever occurs first.

Step Two. A copy of the written grievance with any responses shall be filed with the Superintendent or his/her designated representative. Upon receipt of the written grievance within the time lines provided for appeal, the Superintendent shall arrange to meet with the Association representative within ten (10) workdays to discuss the grievance. The Superintendent shall have ten (10) workdays following the discussion within which to respond in writing to the employee or the Association representative.

If the employee or the Association is not satisfied with the written response of the Superintendent or if no response is made within the time line specified, the Association may appeal the grievance to the Board of Education by filing a copy of the grievance and any responses with the Secretary of the Board of Education within five (5) work days after receipt of the Superintendent's response or the deadline for the response, whichever occurs first.

Step Three. Upon receipt of the written grievance within the time line for appeal, the Board of Education at its next regularly scheduled meeting shall appoint a Committee of the Board to hear the grievance. The Committee of the Board shall arrange to meet with the Association representative and the Superintendent to hear the grievance which may include a presentation of relevant testimony and documentary evidence by the respective representatives. At the next regular Board meeting the Board of Education shall make a determination and render its decision on the grievance. The decision shall be reduced to writing and provided to the Association within ten (10) workdays of the Board meeting.

- C. Failure of the employee or the Association to appeal a grievance to the next level of the procedure within the time limits specified shall be deemed withdrawal of the grievance and acceptance of any response provided by the Employer. Failure of any representative of the Employer to respond at any level within the time lines specified shall enable the Association to appeal to the next level of the grievance procedure within the designated time lines.
- D. Grievances involving discharge of an employee shall be initiated at Step Two of the procedure by filing a written grievance with the Superintendent or his/her designated representative within five (5) work days of the date of discharge. The Grievance shall be processed thereafter according to the provisions of Step Two and Step Three of the grievance procedure.
- E. Any grievance filed must be submitted in writing and conform to the following criteria:
 - 1. It shall state the date submitted to the Employer.

2. It shall state the date of the events upon which it is based.
3. It shall be specific, state a synopsis of the facts giving rise to the alleged violation and cite the provisions of the Agreement alleged to have been violated.
4. It shall state the relief requested.
5. It shall be signed by the grievant or grievants.

Any document submitted as a grievance, which does not conform to these requirements may be rejected as improper and such rejection shall not extend the period within which to file a timely and properly stated grievance.

- F. The time limits as set forth herein shall be strictly adhered to but may be extended by mutual agreement of the parties confirmed in writing.
- G. The content of any job description or evaluation shall not be a subject for grievance. The qualifications, certifications and/or licenses required for any position shall not be a subject for grievance. The performance expectations established for any position shall not be a subject for grievance.

ARTICLE IX - LEAVE OF ABSENCE

A. Paid Leave:

1. **Accumulation.** Following completion of his/her probationary period, each employee shall be credited with one (1) paid leave day on the first scheduled work day of each month of active employment not to exceed twelve (12) days for school year or extended school year employees or fourteen (14) days for twelve month employees during the employee's first work year or portion thereof. Thereafter, the employee will be credited with the 12 or 14 days for his/her respective work year at the beginning of the work year following each July 1. Employees may use paid leave days prior to the month in which they are earned but shall reimburse the Employer for any unearned days used. Unused paid leave days shall accumulate to a maximum of one hundred fifteen (115) days for year-round employees and eighty nine (89) days for school-year employees. Each employee shall receive notice of his/her accumulated paid leave days on his/her earnings statement. Employees eligible to accumulate paid leave days shall accumulate the days at their daily scheduled hours in effect when earned.
2. **Use:** These days are intended to be used for illness or personal business that is unable to be scheduled outside of the existing calendar. The Employer may require verification of the reason for the leave if the Employer has reason to believe that an employee is abusing leave time.
3. **Funeral Leave.** A leave of absence with pay not chargeable against the employee's sick leave shall be granted for up to ten (10) days for the death of a

spouse, child, or step-child. Up to five (5) days shall be granted for death in the immediate family other than spouse or child (namely: parents, brothers, sisters, step-parents, step-brother, step-sister, in-laws, grandparents, grandchildren, and people living in the immediate household of the employee). Additional days used by the employee for death in the immediate family shall be deducted from his/her accumulated leave.

4. **Return from Extended Illness or Injury.** After an extended illness or injury, the employee may be requested to present a statement from a physician verifying his or her fitness to return to work.
5. **Jury Duty.** An employee who is not a party to the litigation and who is called for jury duty, subpoenaed to appear as a witness in a judicial or administrative proceeding or asked to appear as a witness by the Employer in any proceeding shall suffer no loss of compensation due to his/her absence from his/her regular duties of employment for the time required which conflicts with his/her scheduled work. The employee will report to work when released from jury duty or as a witness to resume his/her scheduled work. The Employer shall not be obligated to pay the employee more than his/her regular rate of pay for the scheduled hours missed minus any amounts to which the employee is entitled from the court or the party requiring the appearance. The employee must advise the Employer of the necessity for the absence as soon as he/she is advised of the obligation to serve or appear.
6. **Worker's Compensation of Disability Benefits.** In cases where the employee receives benefits under the Worker's Compensation Act and/or the Disability Income Protection Plan, the employee shall be limited to the benefits received through Worker's Compensation and/or the Disability Income Protection Plan and cannot use paid leave benefits under the terms of this Agreement. The paid leave days shall be maintained as accumulated by the employee for future use by the employee upon return to employment following the recovery from the injury or disability.

B. Unpaid Leaves:

1. **Application.** Employees may make application for unpaid leaves of absence to their supervisor. The application must contain a statement of the purpose and duration of the leave requested. The application shall be forwarded to the Superintendent for the disposition granting or denying the leave.
2. **Disability Leave.** An employee who is incapacitated or disabled due to personal illness or injury and who has exhausted all earned and accumulated paid leave shall be placed on an extended illness unpaid leave of absence for the duration of his/her disability up to one (1) year.
3. **Parental Leave.** Upon written application an employee shall be granted an unpaid leave of absence for the purpose of parental care of his/her newborn or newly adopted infant child for a period of up to one (1) year.

4. **Expiration of Leave.** Upon expiration of a leave of absence, an employee shall be returned to his/her position, if in existence, or if not, to a comparable position. If the leave is of a duration greater than one (1) year, the employer's obligation shall be limited to returning the employee to a vacant similar position. Return to a position shall be subject to the operation of the reduction of personnel procedures of this Agreement. Seniority shall resume accumulation from the date the leave **ended** without credit for the time spent on leave of absence.
5. **Application for Extension.** Upon written application, an unpaid leave may be extended by approval of the Board of Education in its discretion.

ARTICLE X - COMPENSATION AND BENEFITS

- A. Hourly wages are set forth in Appendix A which is attached to and incorporated into this Agreement. For the 2014 – 2015 school year, there shall continue to be an off scale wage reduction of 5%. For the 2015 – 2016 and 2016 - 2017 school years: for every 1% that the District's General Fund equity increases, there shall be a ¼% increase to the wage scale until it reaches full scale. When the increase reaches the full scale both parties agree to open bargaining to talk about wages. (ie. If the District's GF increases by 4% when the official audit is complete for the 2014-2015 school year, the off scale wage reduction would be at 4% for the 2015-2016 school year).
- B. For the term of this contract all employees will advance one step each year from where they were during the 2013 – 2014 school year.
- C. Employees shall receive pay only for time actually worked on a scheduled work day unless expressly provided by the terms of this Agreement. Employees not required to work on scheduled work days which are canceled due to the cancellation of student instruction because of conditions not within the control of school authorities such as inclement weather, fires, epidemic, mechanical break downs or health conditions as defined by the city, county or state health authorities, will not be paid for such days unless the canceled student instruction day is one that will not be rescheduled or unless the rescheduled day would not be an addition to the employee's previously scheduled work year. In those instances, the employee shall receive his or her regular pay for the canceled day. Employees not paid for the canceled day under those circumstances shall work on the rescheduled days of student instruction which are established by the Board and will be paid at their regular daily rate of pay. Employees required to work on days when school is not in session shall be paid their regular rate of pay for such days. On days that would normally be unpaid, a bargaining unit member who reports for work at his/her scheduled reporting time (or a reasonable time in advance thereof) without receiving notification of the cancellation of the workday shall be provided a minimum of two (2) hours of work. This provision shall be effective only if the employee has given his/her supervisor a telephone number by which he/she can be contacted regarding the cancellation.

- D. Custodial/maintenance/grounds and food service employees shall be provided clean uniforms without cost consisting of eleven (11) pairs of pants and eleven (11) shirts for custodial/maintenance/grounds and eleven (11) shirts or smocks for food service every two (2) weeks. The Employer may provide the uniforms from a uniform service or through purchase. New employees shall qualify for uniforms on the day following the end of their probationary period. The Employer shall provide employees with new uniforms every three (3) years, or sooner as needed.
- E. Each full-time or half-time employee retiring under the Michigan School Employees Retirement System and who has been employed by the Bellevue Community Schools at least fifteen (15) years at the time of retirement will be paid for accumulated leave time according to the formula below, but not to exceed a total amount of \$1,500.00.

Formula: Number of accumulated leave days times daily pay at time of retirement equals amount but not to exceed total of \$1,500.00.

- F. Employees scheduled to work four (4) or more hours in a day shall be provided with a fifteen (15) minute rest period after working two (2) hours and prior to working four (4) hours. Employees scheduled to work seven (7) or more hours in a day shall be provided with an additional fifteen (15) minute rest period after working six (6) hours and prior to working seven (7) hours. The supervisor shall schedule the time for the breaks. Employees scheduled to work more than five (5) consecutive hours shall be provided with a thirty (30) minutes unpaid lunch break, which is not included in the scheduled work period. It is understood that emergency demands may require adjusting the times scheduled to another time of the work shift on occasion.
- G. For the purposes of administering this contract, full-time is defined as scheduled to work thirty-five (35) hours or more per work week in this bargaining unit and half-time is defined as scheduled to work twenty (20) or more hours, but less than thirty-five (35) hours per work week in this bargaining unit.
- H. An employee who is required as part of his/her job to use a personal vehicle for transportation in order to perform his/her duties shall be reimbursed a mileage rate equal to the maximum current allowable internal revenue rate per mile. Mileage will be computed on the basis of actual miles logged and reported each month.
- I. The Employer shall provide paraprofessional, food service, library and office clerk employees who work the school year with three (3) professional development and/or non-instructional work days in addition to all scheduled days of student instruction.
- J. Whenever any bargaining unit member substitutes for an absent bargaining unit member in any bargaining unit position, the substituting member shall be paid his/her regular rate of pay or the substitute position rate of pay, whichever is greater. If the time spent as a substitute qualifies as overtime, then the substituting member shall receive the appropriate overtime rate.

ARTICLE XI - PAID VACATION

- A. Employees who are scheduled to work year-round (at least 48 weeks per year) shall be eligible for vacation in accordance with the provisions in this Article.
- B. Vacation shall accrue to employees as follows:
 - 1. An employee who has been employed by the District less than one (1) year shall receive paid vacation hours equivalent to one-half (1/2) of his/her work day for each thirty (30) calendar days of employment prior to July 1 of the first year worked. The maximum paid vacation an employee receives under this provision shall be five (5) days.
 - 2. After one (1) full year of employment with the District (July 1 through June 30), an employee shall receive five (5) days of paid vacation.
 - 3. After two (2) full years of employment with the District, an employee shall receive ten (10) days of paid vacation per year.
 - 4. After five (5) full years of employment with the District, an employee shall receive fifteen (15) days of paid vacation per year.
 - 5. After ten (10) full years of employment with the District, an employee shall receive twenty (20) days of paid vacation per year.
 - 6. After twenty (20) full years of employment with the District, an employee shall receive twenty-five (25) days of paid vacation per year.
- C. A “day” of paid vacation shall be equal in hours to the employee’s regularly scheduled day during the school year for students.
- D. Effective July 1 of each year, employees will be eligible to use the paid vacation they have accrued during the year just ended on June 30.
 - 1. Paid vacation days are to be scheduled primarily during the time periods when school is not in session.
 - 2. Requests for paid vacation when school is in session may be denied if a substitute is not available to fill in for the absent employee.
 - 3. Requests for paid vacation shall not exceed ten (10) consecutive work days if the vacation is to occur when school is in session.
 - 4. The District reserves the right to limit the number of employees in each building who are on vacation at the same time.

- E. Scheduling of vacation may be requested at any time. However, no vacations may be taken the week prior to the opening of school or during the last week of school. Consideration will be given to granting vacation requests during these two weeks for special circumstances.
- F. Vacation requests will be granted or denied on a first come, first served basis, within five (5) workdays of their receipt by District administration. If more than one request is received on the same day for the same vacation date(s) and all of the requests cannot be granted, the requests will be denied in reverse seniority order. That is, the request of the least senior employee will be denied first.
- G. Vacation time must be used within the fiscal year (July 1 through June 30). An employee may not waive his/her vacation and receive extra pay for work during that period. No later than April 1 of any given year, each employee shall have used or scheduled for use all of his/her paid vacation time for that fiscal year.
- H. Employees whose employment is terminated for any reason (including death) shall be paid for all of the unused paid vacation they were eligible to use as of July 1 of the fiscal year in which their employment is terminated. Normally the actual employment termination date will be listed as the date on which the employee's unused paid vacation time is exhausted.
- I. Effective September 1, 1999, an employee who has worked for the District at least ten years and who gives notice of his/her intent to resign or retire shall be eligible for payment of accrued vacation benefits in accordance with the following conditions.
 - 1. All unused vacation time available as of July 1 of the fiscal year in which he/she resigns or retires shall be paid in full in accordance with Paragraph H. above.
 - 2. Vacation accruing during the fiscal year in which he/she retires or resigns (available for use the following July 1) shall be paid on a pro-rata basis. For example, an employee resigning or retiring as of January 1, would have accrued and would be paid for ½ the vacation time he/she would become eligible to use on the next July 1.
- J. Employees who are dismissed and whose dismissals are not overturned shall forfeit payment of vacation accrued, but not yet eligible for use by the employee. Dismissed employees will be paid for paid vacation time they are eligible to use but have not yet used. (See paragraph H. above.)

ARTICLE XII - HOLIDAYS

- A. All employees shall receive their regular daily rate of pay for the following holidays which fall within their scheduled work year. That is, the holiday must be at least one day after the first day an employee is scheduled to report to work for the year, and at least one day before the last day an employee is scheduled to report to work for the year.

Holiday	C/M/G	Sec./Cler.	Parapro.	Food Service
Labor Day	x	x	x	x
Thanksgiving Day	x	x	x	x
Friday after Thanksgiving	x	x	x	x
Christmas Eve	x	x		
Christmas Day	x	x	x	x
New Year's Eve	x			
New Year's Day	x	x	x	x
Good Friday	x	x	x	x
Memorial Day	x	x	x	x
4 th of July	x	x		

- B. The employee must work his/her scheduled workday immediately prior to and immediately following the holiday to receive pay for the holiday. An employee who uses paid leave (including paid vacation) for a day's absence shall be considered to have worked the day.
- C. Pay for a holiday shall be equal to the employee's normal daily pay. Each employee shall be paid his/her regular rate of pay for the number of hours he/she is regularly scheduled to work.

ARTICLE XIII - OVERTIME

- A. Employees shall be paid at the rate of one and one-half (1 ½) times their regular rates for all hours worked in excess of forty (40) hours in the same work week. Employees shall be paid one and one-half (1 ½) times their regular rate for any hours worked on Saturdays and double their regular rate for any hours worked on Sundays and Holidays. The Employer, with written agreement of the employee, may utilize compensatory time as compensation for overtime hours worked according to the limits and procedures established and applicable by law.

- B. When it is known in advance that overtime will be required, notice of such need will be given by Administration to the Union Steward in the affected building(s) and assignment will be made in advance, in accordance with the Building and District Overtime Lists. Each Steward will notify Administration of the assigned employees by the date given on the notification from Administration.
- C. Overtime shall be offered first to the employees in the classification according to the Building Seniority List at the building where the overtime is required. If the overtime is not in a specific building, then it shall be awarded in rotation according to the District Overtime List. Overtime shall be offered in rotation according to seniority. Employees working in two or more classifications shall be given the opportunity for overtime in each classification. Building and District Overtime Charts shall be maintained for the purpose of assisting in the equitable distribution of overtime hours. Any claim related to distribution of overtime hours shall be resolved by assignment of the next available hours until the discrepancy is eliminated.
1. Employees who do not wish to work overtime may request in writing not to be named on the Overtime Charts for their classifications. Such requests shall last from September 1 through August 31 of any given school year.
 2. Employees in a given classification within a building shall be offered the overtime in their building in rotation according to the Building Overtime Chart before it is offered to employees in the same classification in another building.
 3. In the event everyone in a given building turns down an overtime opportunity, the overtime shall be offered to the next person in the classification on the District Overtime List.
 4. Overtime that requires special qualifications shall not be recorded on the Overtime Chart, but shall be awarded in rotation to those in the classification who are qualified to do the work.
 5. The first available employee in the classification may be awarded overtime in an emergency situation. If that employee is not the person next on the overtime chart, then the discrepancy shall be resolved using the next available overtime hours for the classification.
 6. Any overtime that is refused by an employee shall be counted on the Overtime Charts as if he/she worked it.
- D. The District reserves the right to have the Superintendent designate responsible persons to replace school custodians for certain school and community activities. Said replacement will not deprive any custodian of his/her regularly scheduled hours of work.
- E. The District reserves the right to hire temporary help to perform overtime work which must be done when all employees in the classification refuse the work.

ARTICLE XIV - INSURANCE BENEFITS

- A. Eligible employees regularly scheduled to work thirty-five (35) or more hours each week shall receive \$650.00 per month in cash, payable through the District's IRS Section 125 Plan and LTD, life and dental benefits.
- B. Employees scheduled for twenty (20) or more hours, but less than thirty-five (35) hours of work each week of their scheduled work year shall be eligible for one-half (1/2) of the payment made for those working thirty-five (35) hours or more each week of their scheduled work year. If the benefit is cash, it shall be paid through the District's IRS Section 125 Plan.
- C. The Employer will make payment of premiums for a dental care program comparable to the Delta Dental Plan C 50/50 for all employees regularly scheduled to work thirty-five (35) hours or more each week of their scheduled work year.

ARTICLE XV - EVALUATION

- A. The Employer may conduct formal written evaluations of employee performance. Should the Employer conduct written evaluations of employees, employees shall be informed of the procedure and criteria to be used prior to any evaluation being conducted. The Association shall be consulted and provided a reasonable opportunity to make recommendations with regard to the evaluation instrument prior to its implementation or modification.
- B. The employee shall be provided a copy of any written evaluation and shall sign the evaluation acknowledging receipt of a copy of the document.
- C. A conference shall be held with the employee to discuss the content of the evaluation and provide the employee an opportunity to discuss its content. The employee may attach a statement to the evaluation with his/her comments and/or concerns noted.

ARTICLE XVI - DURATION OF AGREEMENT

- A. Entire Agreement

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations imposed upon the Employer and the Association. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. All future individual employee agreements shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into

and be considered part of the established policies of the Board. This Agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by the Employer and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. Separability

If any specific provision of the Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void but all other provisions or applications shall continue in full force and effect.

C. Waiver

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 Employer and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the duty and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

D. Continuity of Operations

The Association recognizes that strikes by public employees as defined by Section 1 of the Public Employment Relations Act of Michigan, as amended, 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 the profession, 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 employee or group of employees.

E. Term of Agreement

This agreement shall be effective on the 1st day of July, 2014 and shall continue in effect until the 30th day of June 2017. This agreement shall not be extended orally and it is expressly understood that all of its terms shall expire on the date indicated.

During the term of this Agreement copies of this Agreement shall be printed by the Board and furnished to all member personnel of this Association now employed or hereafter employed.

F. Contract Administration

Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

The Association shall designate employees in each of the buildings as stewards. The principals and Association representatives may meet periodically to review the administration of the contract and to resolve problems which may arise. These meetings are not intended to bypass the grievance procedure.

G. Supplementary Agreements

Any supplementary agreement which is reduced to writing and signed by the parties shall become and be a part of this Agreement without changing any other terms of this Agreement.

H. Successor Negotiations

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

At the written request of either party prior to July 1 of each year of this Agreement, wages, insurance, and one (1) additional issue per party may be reopened for renegotiation. Any tentative agreements reached in such negotiations shall be subject to ratification by both parties.

ARTICLE XVII -EMERGENCY MANAGER

An emergency manager appointed under the local government and school fiscal accountability act, 2011 PA 4, MCL 141.1501, has the power to reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MLC 141.1531.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives.

BELLEVUE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
EATON COUNTY EDUCATION
ASSOCIATION, MEA/NEA

BELLEVUE BOARD OF
EDUCATION

By _____
BESPA Co-President

By _____
President

By _____
BESPA Co-President

By _____
Secretary

By _____
MEA Uniserve Director

By _____
Superintendent

Date: _____

Date: _____

APPENDIX A

Wage rates effective July 1, 2009 to June 30, 2010

Classification	Step 0*	Step 1	Step 2	Step 3	Step 4	Step 5	Yrs 10 & Over
Secretary/Admin. Asst.	\$10.93	\$11.43	\$11.90	\$12.38	\$12.88	\$13.76	\$14.26

Classification	Step 0*	Step 1	Step 2	Step 3	Step 4	Step 5	Yrs 10 & Over
Custodian	\$11.73	\$12.23	\$12.95	\$13.72	\$14.49	\$15.23	\$15.73

Classification	Step 0*	Step 1	Step 2	Step 3	Step 4	Step 5	Yrs 10 & Over
Library Parapro/Office Clerk	\$9.12	\$9.62	\$9.95	\$10.30	\$10.97	\$11.64	\$12.14
Library Parapro / Office Clerk – Title Qualified	\$9.37	\$9.87	\$10.20	\$10.55	\$11.22	\$11.89	\$12.39
Library Parapro / Office Clerk, Degree	\$9.87	\$10.37	\$10.70	\$11.05	\$11.72	\$12.39	\$12.89

Classification	Step 0*	Step 1	Step 2	Step 3	Step 4	Step 5	Yrs 10 & Over
Lunch, Recess Aide	\$7.71	\$8.21	\$8.75	\$9.35	\$10.05	\$10.49	\$10.99

Classification	Step 0*	Step 1	Step 2	Step 3	Step 4	Step 5	Yrs 10 & Over
Para – 1 on 1, Non-Qualified	\$8.30	\$8.80	\$9.35	\$9.93	\$10.63	\$11.07	\$11.57
Para – 1 on 1, Title Qualified	\$8.55	\$9.05	\$9.60	\$10.18	\$10.88	\$11.32	\$11.82
Para – 1 on 1, Degree	\$9.05	\$9.55	\$10.10	\$10.68	\$11.38	\$11.82	\$12.32

Classification	Step 0*	Step 1	Step 2	Step 3	Step 4	Step 5	Yrs 10 & Over
GSRP Assoc Teacher	\$10.53	\$11.03	\$11.69	\$12.39	\$13.14	\$13.91	\$14.41

Classification	Step 0*	Step 1	Step 2	Step 3	Step 4	Step 5	Yrs 10 & Over
Cafeteria	\$8.64	\$9.14	\$9.70	\$10.31	\$10.85	\$11.77	\$12.27

Classification	Step 0*	Step 1	Step 2	Step 3	Step 4	Step 5	Yrs 10 & Over
Baker/Cook	\$9.55	\$10.05	\$10.70	\$11.23	\$11.93	\$12.95	\$13.45

*** NEW HIRES AFTER JULY 1, 2009**

APPENDIX B

GRIEVANCE # _____

Submit to Supervisor in Duplicate

Building	Assignment	Name of Grievant	Date

Date of alleged violation grieved: _____

A. Provisions of contract allegedly violated:

B. Specific facts leading to and reasons supporting grievance:

C. Relief Requested:

Signature of Grievant

Date

STEP 1

A. Date Discussed with Supervisor: _____

B. Disposition by Supervisor:

Signature

Date

C. Position of Grievant and/or Association:

Signature

Date

STEP 2

A. Date Received by Superintendent or Designee: _____

B. Disposition by Superintendent: _____

Signature

Date

C. Position of Grievant and/or Association:

Signature

Date

STEP 3

A. Date Filed with Board of Education or Designee: _____

B. Disposition of Board:

Signature

Date

C. Position of Grievant and/or Association:

Signature

Date