



LABOR CONTRACT

Between the

BOARD OF EDUCATION

BEECHER COMMUNITY SCHOOL DISTRICT

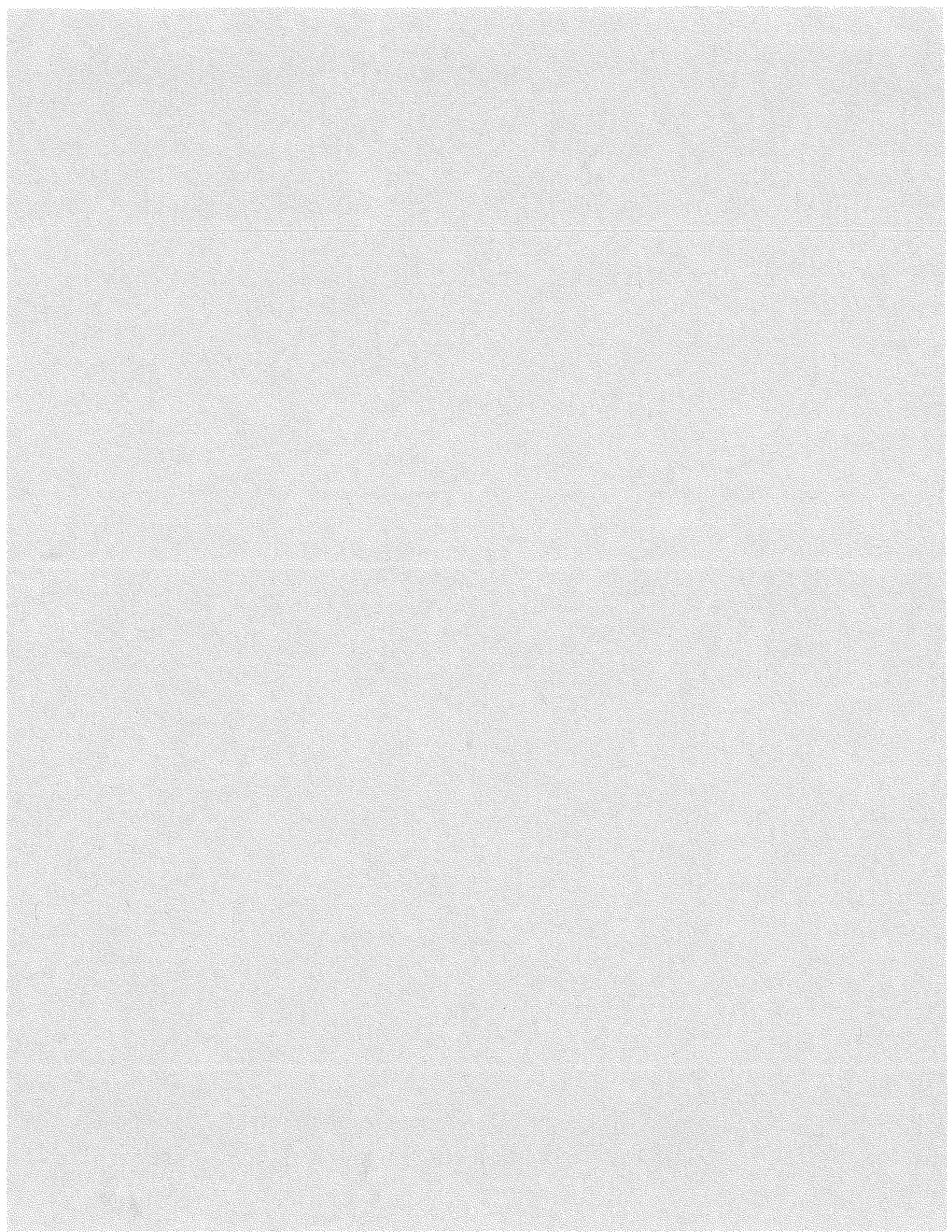
And

BEECHER (CGMT)

**BEECHER CUSTODIANS, GUARDS, MAINTENANCE,
TRANSPORTATION**

MEA / NEA

2013-2016



AGREEMENT

Entered into this 20th day of March, 2013 between the Board of Education of the Beecher Community School District hereinafter referred to as the "Board" and The Beecher Custodians, Guards, Maintenance, Transportation (Beecher CGMT) and the MEA and NEA hereinafter referred to as the "Union".

ARTICLE I

PREAMBLE

Whereas it is the desire of the parties to this Agreement to work together harmoniously and to promote and maintain relations between the Board and the Union which, will serve to the best interest of all concerned, now therefore, the parties hereto agree as follows:

ARTICLE II

RECOGNITION

- A. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Board recognizes the Union as the sole and exclusive bargaining agent for all members of the appropriate unit classified as listed in Appendix B for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment.
- B. For the purpose of this Agreement the term "employee" shall include all bargaining unit employees, as identified in Appendix B, employed by the Board, but excluding all cafeteria, clerical, professional, supervisory, executive, students and all other employees.
- C. It shall be recognized that nothing contained herein shall abridge the right of an individual employee to process his/her own grievance, consistent with the terms of this/here collective bargaining agreement and subject to prior due notice to the collective bargaining representative.

ARTICLE III

VOLUNTARY DEDUCTION OF DUES

- A. Any employee of the Board who is a member of the bargaining Unit shall as a condition of employment:
 - 1. Become a member of the Union by paying the membership due uniformly required as a condition of acquiring or retaining membership in the Union; or

2. Pay a representation fee as established by the Union in accordance with current law.

Said action by an employee must be made within (20) twenty working days following the date s/he acquires seniority.

- B. The Board agrees that as early as practicable after the effective date of this/her Agreement, payroll deductions for the payment of uniform dues, initiation fees and assessments shall be made from the pay of those employees who voluntarily request such dues deduction, who are members in good standing of the Union and who are employed in classifications listed under Article II, Recognition, of this Agreement.
- C. The Board also agrees to furnish the President or designee of the bargaining unit within (10) ten working days after the date of hire with the names of all new bargaining unit employees, the date of hire and full or part-time status. Also, within (10) ten working days after the release of an employee the Board shall notify the President or designee of the bargaining unit.
- D. The Union shall present the Board with proper authorization for check-off and shall be fully responsible for its validity and correctness and agrees to reimburse the Board for any deduction made and paid to the Union, which is later held to have not been authorized by the individual involved or which may constitute illegal deductions.
- E. When an employee does not have sufficient money due him/her after deductions have been made for Social Security, Insurance, Garnishments or any other deductions authorized by the employee or required by law, Union dues for that pay period will be collected by the Union directly from the employee.

ARTICLE IV

BOARD RIGHTS

The Union recognizes that, the Board is charged by law with certain responsibilities, which it must assume and discharge and which may not be delegated. Nothing herein stated or inferred shall abrogate or usurp the responsibilities of the Board as the final determinant of policy, not inconsistent with the terms of this Agreement.

ARTICLE V

NO STRIKE

The Union and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public safety. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school district. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this/her Article shall be cause for immediate dismissal.

ARTICLE VI

REPRESENTATION

A. Bargaining Unit Defined:

All employees who are covered by this Agreement shall be represented for the purposes of grievance procedure and negotiations, by the Union Officers and/or elected Representatives of the Beecher CGMT (hereinafter referred to as officer/s) and a bargaining committee to be chosen by the Union.

B. Job Status and Functions of Officers:

1. The names of Officers shall be given in writing to the Board and no Officers shall function as such until the Board or its designated representative has been advised.
2. Officers shall be paid by the Board for time spent in processing of grievances related to the Board during their regularly scheduled working hours provided they have received prior approval from their Supervisor, whose approval shall not be unreasonably withheld. Such time shall not exceed a total of (5 ½) five and one-half hours per week, at their regular hourly rate, for all Officers. Officers shall be required to complete a report as to the date, time out, time back in, employee/s contacted, and the supervisor's approval. Time spent in grievances at the Administrative Level, Board level and/or court-sanctioned activities shall not be charged against such time.

ARTICLE VII

GRIEVANCE PROCEDURE

- A. The primary purpose of this procedure is to secure at the lowest level possible, equitable solutions to the problems of the parties.
- B. A grievance is a claim by one or more members of the Union of improper application or interpretation of this Agreement specifying the part of the Agreement, which is claimed to be violated.

C. Grievance Progression

Level I: An employee having a specific grievance shall discuss the matter with his/her immediate supervisor within (7) seven working days of, or knowledge of, the incident. The supervisor shall attempt to resolve the matter consistent with the terms of this agreement. The employee may request that a Union Representative be present at this meeting, and no discussion shall take place until such person is present.

Level II: Grievances which are not settled at Level I shall be reduced to writing on the appropriate forms, signed by the aggrieved and delivered to the immediate supervisor within (5) five working days of the Level I meeting. The written grievance must contain the claimed violation of the Agreement and all pertinent contract citations. The immediate supervisor shall write his/her disposition on the grievance form within (5) five working days.

Level III: If the grievance is not resolved, the Union may file an appeal with the Superintendent of Schools or his/her designated representative within (10) ten working days of the receipt of the disposition. If the disposition has not been delivered to the Union at the end of the (5) five working days in Level II, the appeal may be filed (10) ten working days from the Level II due date. A hearing will be held within (8) eight working days. Both the Union and the employer shall have the right to request the presence of any necessary parties. The Superintendent and/or his/her designated representative shall render a written disposition of the grievance with (5) five working days of the hearing.

Level IV: If the disposition of the grievance from the Superintendent and/or his/her designee is not satisfactory, the Union may, within (10) ten working days submit the grievance to the Board of Education who shall review the Superintendents disposition and respond in writing to the Union within (10) ten working days.

Level V:

- a. Upon receipt of the board's disposition, the Union may, within (10) ten working days, submit the grievance to arbitration. The arbitrator shall be mutually selected according to the rules of the American Arbitration Association. Arbitrators may be selected from the American Arbitration Association (AAA), the Michigan Employment Relations Commission (MERC), or the Federal Mediation and Conciliation Service (FMCS). The selected arbitrator must comply with the AAA rules.
 - b. Any arbitrator selected by either of the methods described above shall have power only to rule on matters clearly specified in this agreement or mutually agreed upon amendments signed and dated by both parties. S/he shall have no power to add to, subtract from or to modify any language contained in this agreement.
 - c. The decision of the arbitrator shall be final and binding upon both parties, provided that said decision is made in accordance with the contract.
 - d. Should the arbitrator decide that s/he has no power to decide the dispute, s/he shall, as soon as practical, so notify the employer and the Union.
 - e. The fees and expenses of the arbitrator shall be shared equally by both parties. Additional expenses incurred by either party shall be paid by the party incurring the expense.
- D. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of both parties.
- E. In cases involving discharge management will make a Union Officer available to the employee for consultation prior to and during the discharge.
- F. If the continued presence of an employee poses a serious threat to the operation of the district or the safety of those persons present in the building or work area, the employer has the right to order the employee to immediately leave the premises, at which time the Supervisor shall immediately notify the Union. At such time the Union Officer will be given the opportunity to meet with the employee off school property without loss of pay for a maximum of (2) two hours.

ARTICLE VIII

SENIORITY

- A. New employees will be considered as probationary employees until they have been employed without interruption for any reason for (90) ninety working days. After completion of the (90) ninety working days, the employee will be considered as a regular employee, and his/her seniority will start as of the most recent date of hire.
- B. In an attempted to insure the new employee has an opportunity to meet the job expectations of the Board the probationary employee will be provided a written evaluation no later than (45) forty-five working days into the probationary period. The board adopted job description will serve as the basis for the evaluation.
- C. In cases of discipline new probationary employees shall not have recourse to the provisions of The Grievance Procedure Article.
- D. When an employee acquires seniority, his/her name shall be placed on the seniority list. An up-to-date seniority list prepared by the Board and verified by the Union shall be sent to all bargaining unit members by November 1 of each year. The seniority list shall report both bargaining unit and classification seniority.
- E. Seniority of an employee shall continue while s/he is absent due to an injury covered by Workers Compensation Insurance and/or on military leave of absence. However, no credit toward fringe benefits or vacation shall be earned.
- F. An employee who is promoted to a position outside the bargaining unit shall continue to accumulate seniority for a period of (1) one year after promotion. Thereafter, s/he shall retain but not accumulate seniority. During the first year he shall, if returned to the bargaining unit, return to his/her former classification. if s/he returns to the bargaining unit after (1) one year, s/he shall return to the lowest classification in the Department and shall be restricted from exercising his/her seniority on other job openings or promotions for a period of (1) one year.
- G. Seniority shall be terminated for the following reasons:
 - a. The employee quits.
 - b. The employee is discharged.
 - c. The employee retires.
 - d. The employee is separated from the district through layoff for a continuous period equal to (2) two calendar years.
- H. Seniority Tie Breaker Rule

Subsequent to Board approval, if (2) two or more employees are tied in seniority, the names of the affected employees will be placed in a sealed container, and a drawing will be held with a person not impacted by the drawing making the draw.

ARTICLE IX

LAYOFF AND RECALLS

- A. For the purpose of layoff under the Agreement, bargaining unit seniority will apply as follows.
1. All temporary, part-time and full-time probationary, permanent part-time employees shall be laid off first.
 2. If full-time employees must be laid off, layoff will be by classification with the employee having the lowest bargaining unit seniority to be laid off first
 3. A laid off employee may bump into another classification provided his/her bargaining unit seniority is greater than the lowest seniority employee in the classification and s/he meets the minimum posted qualifications for the job. An employee shall not advance in pay through the bumping process.
 4. Any employee who has bumped into a lower pay level shall have the right to return to a vacancy in his/her previous pay level before a laid off employee is recalled.
 5. Any employee who bumps into a classification in which they have not worked during the previous (3) three years shall be subject to (30) thirty working day trial period.
- B. Notice of layoff shall be submitted in writing to the employee and the Union and said notice shall state the effective layoff date. Notice shall be given (10) ten working days prior to the date of layoff. In the event of a teacher strike, (20) twenty hours notice would be sufficient.
- C. An employee shall be recalled to vacant positions for which s/he is qualified with the employee with the greatest bargaining unit seniority to be recalled first. Employees will not be recalled to a pay level higher than the one they were laid off from.
- D. Employee's who are recalled to vacant positions in the same classification as the one they were laid off from will not be subject to a trial period.
- E. Written notice of recall shall be sent to the employee's last known address (10) ten working days prior to the effective recall date. The employee has (5) five working

days to notify the Board of his/her intent to return to work. The date of return may be extended by mutual agreement of the Union and the Board if the recalled employee is currently employed elsewhere and requires additional time to leave his/her current employment in good standing. Failure to appear without such prior arrangement will result in the employee being considered a voluntary quit.

- F. In the event of a building closing, all positions within the affected job classification(s) will be declared vacancies and be filled by job auction under the provisions of the Transfers and Vacancies Article of this contract.
- G. Classifications will be those listed in Appendix B.

ARTICLE X

LEAVES OF ABSENCE

A. Sick Leave Days:

1. Each full-time seniority employee covered by this Agreement (except security aides) shall be entitled to (1) one sick leave day per month to a total accumulation of (90) ninety days.

Bus aides shall receive (9) nine sick leave days during the contract year with a maximum accumulation of (90) ninety days.
 - a. Permanent part-time employees of the Board shall receive pro-rata sick leave days according to the hours they work on a regularly scheduled basis
 - b. Probationary employees shall be granted sick leave after acquiring seniority and such sick leave shall be retroactive to date of hire.
2. Employees will be given the option, on an annual basis, to accumulate sick days for the current year or the employer will purchase the unused annual sick days for the current year at (\$30.00) thirty dollars for each unused annual sick day. Sick days used in a given year will be deducted from the current years allocation.
3. Applications to have absences charged against sick leave shall be made to the employee's Department Head. After the fifth (5th) consecutive working day of absence medical verification may be required including certification of the employee's ability to return to work. If an employee has a pattern of absences or the employer has reason to suspect abuse of sick leave the employee may be required to submit proof of illness or disability upon three consecutive working days.
4. Sick leave days accumulated prior to an approved leave of absence without pay shall be held in reserve pending the return of the employee from such leave.

5. Employees who leave the employment of the School District except of an approved leave of absence shall forfeit all of the unused sick leave accumulation and such time shall not be restored if the employee shall later be re-employed by the Board.
6. Employees of the Board who retire under at least (1) one of the following conditions shall be eligible to receive: (\$30.00) thirty dollars per day, effective with the new agreement, for each day of accrued sick leave up to a maximum of (40) forty days, with part-time employees receiving a pro rata amount, providing they work at least (4) four hours a day on a regular basis.
 - a. Mandatory retirement age and/or in compliance with the age discrimination in employment act.
 - b. Retirement under the provisions of the State Retirement Plan.
 - c. Total and permanent disability with Social Security benefits.

In the event of the employee's death, his/her beneficiary as indicated on his/her life insurance policy shall receive his/her accrued benefit.

7. Leave time, which shall be deducted from sick leave accumulation, shall be granted for the following reasons.
 - a. Quarantine because of exposure to contagious disease, which could be communicated to other employees or students. An approval of a physician must be presented for the entire period of absence.
 - b. Illness in the immediate family. The immediate family shall include: parent, spouse or child, adopted child, step-child or any close relative residing in the employee's household.
 - c. Employees shall be allowed to use sick leave accumulation to offset the loss or difference of Workers Compensation and his/her regular wage. The rate of sick leave deduction will be (1/3) one-third for each day used.
8. An employee may use accumulated sick leave time for the death of a close associate, at the discretion of the Superintendent or his/ her designated representative.

B. Other Leaves

Leave time shall be granted for the following reasons and shall not be deducted from sick leave.

1. Personal Days:

(1) One personal day shall be granted to an employee. Unused day shall accumulate to (2) two days. Such day shall not be taken in connection with a weekend, holiday or vacation unless the employee's department head / immediate supervisor has granted prior approval. On request an employee may use (1) one day from accumulated sick leave as a personal day.

2. Bereavement:

An employee shall be granted up to (3) three days plus reasonable travel time, travel time shall not to exceed (4) four days for a death in the immediate family providing s/he submits satisfactory evidence of such death to the employee's department head/immediate supervisor. Additional days to be deducted from sick leave may be granted by the employee's department head/immediate supervisor. Immediate family shall be defined as: parent, spouse or child, sister, brother, grandparent, mother-in-law, father-in-law, grandchildren, stepfather, stepmother, stepbrother, stepsister, and stepchildren.

3. Military Leaves:

Any employee covered by this agreement who enters active duty in the Armed Forces of the United States, including the reserves, who is still qualified to perform the duties of his/her former position and who makes application for reemployment within (90) ninety days after his/her release under honorable conditions from active duty or service, shall be restored to employment and his/her status with respect to other employees shall be the same as if s/he had not entered the services herein specified.

4. Unpaid Leaves

Upon written application by the employee to the Board, unpaid leaves of absence shall be granted in cases of illness for which an employee has no accumulated time and is not covered by any other Article of this Agreement, education, childcare or other proven justifiable reasons. Such leave shall not exceed (24) twenty-four months. Seniority shall accumulate for the first (30) thirty days of absence of an unpaid leave. Such leave will not be provided to enter other employment except as provided in other clauses of this Agreement. Such leaves shall be without compensation or insurance benefits. This Section does not relieve the district of its responsibility as required by the Family and Medical Leave Act, (FMLA) or Worker's Compensation.

5. Union Leave

Any employee of the bargaining unit elected or appointed to a full-time office of the Union where his/her duties require his/her absence from work shall be

granted a leave of absence without pay for the term of such office. Such employee shall not accumulate seniority during his/her term of office; however, s/he shall be returned to any position in the bargaining unit for which s/he is qualified and capable of performing on termination of the leave of absence.

6. Release Time For Union Activity

- A. Upon written request by an authorized officer of the Union, the Board will authorize a member of the Union and the President of the Local, if s/he is an employee of the Board, to be absent from his/her job without pay for not to exceed (5) five working days for handling Union business.
- B. The board, will authorize an employee who has been elected as a delegate assembly to a convention of the Union to be absent without pay for the purpose of attending such convention, providing the following conditions are met:
 - a. A written request for such leave must be submitted to the Superintendent or his/her designee representative at least (48) forty-eight hours in advance except for emergencies.
 - b. Only (1) one employee shall be granted a leave of absence at any one time.
- C. The union shall be provided with release time for the purpose of holding union meetings. Said time shall required advance approval of the Superintendent or his/her designated representative, as to scheduling only.

7. Jury Duty

An employee will submit reimbursement received for jury duty to the employee' department head/immediate supervisor and will receive regular compensation for the time spent as a juror, which s/he otherwise would have been scheduled to work for the school district.

8. District Closing

If the Beecher School District closes schools due to circumstances beyond the control of the administration. The employees who are unable to work will be charged for either a personal leave day or sick leave day if available. Should leave days not be available s/he shall not be paid for the absence.

9. Leave Days: Security Aides

Security aides will be credited with (12) twelve leave days, during the contract year with a maximum accumulation of (90) ninety days.

Security aides will be given the option, on an annual basis, to accumulate leave days for the current year or the employer will purchase the unused annual leave days for the current year at (\$30.00) thirty dollars for each unused annual day. Leave days used in a given year will be deducted from the current years.

C. Use and abuse of Leave Days.

Leave days are provided in this contract to ensure that employees have the opportunity to attend to the critical and important events of their lives. At times it will be necessary for an employee to make decisions regarding his or her use of leave time.

1, An employee who has used no deduct days in the period July 1 through June 30, that is days taken without pay in excess of allocated sick, personal, or other specified days, shall receive a bonus of \$500, payable with the first payroll of the subsequent July.

2. An employee whom has been employed for at least one year, allowing him or her the opportunity to accumulate twelve (12) sick leave days, may not use more than five (5) deduct days. An employee who has taken more than five (5) deduct days, with the exception of deduct days to be used to bridge to LTD, shall reimburse the district for the full cost of health insurance premiums paid on the employee's behalf, for each deduct day beyond five (5). The full cost of a deduct day shall be calculated as based upon the district's premium cost divided by two hundred sixty (260), and shall be charged per day of excess deduct time. Deduct day insurance premium reimbursements shall be paid by the employee through payroll deduction upon returning to work, from the first paychecks subsequent to the employee's absence, in compliance with the Michigan Wage & Hour Act and Fair Labor Standards Act until fully paid.

Exceptions to the above shall only be made for properly documented Long Term Disability and Worker' Compensation claims.

ARTICLE XI

NEW JOBS

- A. The Board shall have the right to establish, evaluate, change and obsolete jobs providing such on the part of the Board shall not be directed toward reducing the hourly rate of pay for a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, the Board has the right to develop and establish such new or revised job descriptions, and rates of pay and to place them into effect subject to paragraph B below. Whenever a new job is made operational, the Board shall establish the job

description.

- B. The Board will notify the Union of any new or changed job and will within (30) thirty days after such new or changed job is established, meet with the Union to negotiate the rate of pay and classification. If in the event the parties do not agree upon a rate of pay, and classification, the matter may be submitted to arbitration under The Grievance Procedure Article, and the arbitrator shall have authority to make a decision.

ARTICLE XII

HOLIDAYS

Employees shall be paid their regular straight time daily rate for holidays listed in B, below providing they meet the following eligibility rules

1. The employee is a seniority employee as of the date of the holiday.
2. The employee would have been otherwise scheduled to work on such day if it had not been observed as a holiday.
3. The employee must have worked or been on an approved vacation, personal, or bereavement day, the last scheduled work day prior to the holiday and the next first scheduled work day after the holiday within the employee's scheduled work week.
4. An employee who works at least (1) one day during the week before or after a holiday, and submits a doctor's statement covering the last scheduled work day preceding the holiday or the first scheduled work day following the holiday, shall be paid for the holiday.

B. Holidays

1. Regular Custodial and Maintenance employees:

Independence Day
Labor Day
Thanksgiving Day and the day following
December 24, 25, 31
January 1
Martin Luther King Day
Good Friday
Memorial Day

2. School Bus Drivers, Bus Sides and Security Staff who work more than (5) five hours per day and were hired prior to December 31st, 2009 shall receive the

following holidays. Employees hired after this date shall not be eligible for paid holidays:

Thanksgiving Day
December 24, 25, 31
January 1
Martin Luther King Day
Good Friday
Memorial Day

3. When a holiday falls on Saturday, the holiday will be observed on the preceding Friday and when a holiday falls on Sunday, the holiday will be observed on the following Monday.
- C. The Board shall grant (1) one floating holiday to be used with the permission of the employee's supervisor, providing the employee has at least (4) four sick days remaining from the previous work year as of July 1 of the current work year. Bus Drivers hired after December 31st, 2009, and/or Security Aides are not eligible for the floating holiday. Employees not eligible for a holiday may receive one day of holiday pay, based on the average number of hours worked during the month of May, which shall be paid with the second scheduled payroll in July.
- D. Employees who are required to work on any of the above-designated holidays shall receive time and one half for all hours worked on such holiday in addition to holiday pay.

ARTICLE XIII

VACATIONS

Vacations will be granted to full-time employees and to permanent part-time employees on a pro rata basis subject to the following eligibility rules:

1. Vacations must have the approval of the Superintendent or his/her designee. Employees must submit a written request at least (10) ten days in advance. Except for extenuating circumstances where Superintendent or his/her designee may approve shorter notice.
2. Probationary employees shall not be entitled to any vacation.
3. An employee hired prior to January 1, 2009 shall be eligible for (1) one week's vacation during the current year provided s/he has at least (6) six months of continuous employment but not more than (1) one year of continuous employment as of July 1 of the current year. An employee hired after January 1, 2009 shall receive (1) one weeks vacation after s/he has completed (12) twelve months of continuous employment.

4. An employee hired prior to January 1, 2009 shall be eligible for (2) two weeks vacation during the current year providing after s/he has completed at least (1) one year of continuous employment. but no more than (5) five years of continuous service as of July 1 of the current year. An employee hired after January 1, 2009 will not be eligible for (2) two weeks vacation until s/he has completed (2) two years of continuous service.
5. An employee hired prior to January 1, 2009 shall be eligible for (3) three weeks vacation during the current year provided s/he has completed at least (5) five years continuous employment. as of July 1 of the current year. An employee hired after January 1, 2009 will not be eligible for (3) three weeks vacation until s/he has completed (10) ten years of continuous service.
6. An employee shall be eligible for (4) four weeks vacation during the current year provided s/he has completed at least (15) fifteen years continuous employment. as of July 1 of the current year.
7. Vacation days are credited on July 1 of each year based on time worked during the previous year. Credited vacation time may be used between July 1 and June 30. The annual allotment of vacation days may be carried into the next year to be used between July 1 and July 31st. Any carry-over days not used by July 31st will be lost unless the carry over is due to the administrations request and or approval.
8. An employee shall not accumulate vacation credits when on an unpaid leave of absence. An employee shall not accumulate vacation credit when on a military leave.
9. An employee shall be entitled to receive a pro rata portion of his/her unused vacation credit upon termination of employment with the Board, providing s/he has worked at least (6) six months of the current vacation credit period.
10. If an employee is on vacation on any of the holidays provided for in this Agreement, s/he shall be entitled to an additional day off with pay for the holiday in connection with his/her vacation or he/she shall receive an additional day's pay for the holiday at the discretion of the Board or its designated representative.
11. School Bus Drivers who accept work as a summer temporary under Summer Work Article shall be entitled to use up to one week of accumulated vacation time to be paid at the School Bus Driver rate.
12. School Bus Drivers hired after January 01, 2009, Bus Aides and Security Aides are not eligible for vacation.

ARTICLE XIV

INSURANCE

- A. The Board shall provide each full-time seniority employee and regular part-time seniority employee with the opportunity to enroll in a health insurance plan, effective the first day of the month following the date that the employee completes the ninety (90) working day probationary period. Full time shall be defined as an employee that works at least (30) thirty hours of scheduled time per week. Any employee whose scheduled time is permanently reduced below (30) thirty hours per week for a period not to exceed (1) one calendar month shall not lose his/her full time status. Part-time shall be defined as an employee that works less than (30) thirty, but at least (15) fifteen hours per week and shall receive fringe benefits on a pro-rata basis (fifteen hours equals one half (1/2) time and twenty-five hours equals three fourths time (¾)) subject to carrier restrictions, and the employee's agreement to payroll deduction for the balance of the premium.

The Board shall provide each full time seniority employee with the following insurance:

1. The district shall pay the hard cap amounts for single, self and spouse, and family (including self and child/ren) coverage established by the Department of Treasury, which are adjusted annually on or about October 1st. The district shall not pay more than the actual cost of the premium, if the premium costs fall under the hard cap allowance. Any additional amounts will be paid by the employee through pre-tax contributions to the premium payments under the means of pre taxed compensation reduction agreements. Members will have the option of spreading their premium share contributions over 21 or 26 pays, whichever the member elects for the year. 100% of the non-medical benefit insurance to include vision, dental, and Long-Term Disability premium will be paid by the District.

CGMT will retain the choice to select the insurance carrier(s) and specifications of health care plan. If the CGMT negotiations team decides to make a change in their health care plan, the district will be notified sixty (60) days prior to the end of each plan or benefit year.

2. In lieu of health insurance, employees will be provided an annual bonus payment of \$3,000 paid as follows:
 - a. \$1,000 paid with the first paycheck in December.
 - b. \$2,000 paid with the second paycheck in June.
3. Group Life Insurance protection which shall pay to the employee's designated beneficiary the sum of \$25,000 (twenty five thousand dollars) effective February 1, 1994. In the event of accidental death shall pay double indemnity.
4. The Board shall provide long term disability insurance for each employee. Benefits shall begin upon exhaustion of the employee's sick leave days and continue according to the age discrimination in employment act for both sickness

and accident and shall include the following:

- i. No pre-existing conditions or eligibility waiting periods.
 - ii. Monthly maximum pay limit of two thousand (\$2000) dollars.
 - iii. Two-year own occupation clause.
 - iv. No additional waiting period for recurrent disability or new disability occurring within (6) six months after an employee has returned to active employment.
 - v. The policy shall include a disability waiver of premium clause.
 - vi. The coverage shall be 66-2/3%.
 - vii. Offset freeze.
 - viii. The waiting period shall be (30) thirty-calendar days, modified fill.
5. The Board shall provide a dental care program for all eligible employees and their eligible dependents. Said program shall contain the following benefits: Class I, Class II and Class III benefits of 75% each and a \$1000 yearly maximum, Class IV with benefits of 50% with a \$1,500 lifetime maximum benefit.
6. The Board shall provide all eligible employees with full family MESSA VSP-3.
- B. The Board shall establish and maintain a plan that is designed to satisfy the requirements for tax favored under Section 125 of the Internal Revenue Code of 1986 (the "Code"). The purpose of the Cafeteria Plan will be to allow eligible employees to waive the health insurance coverage provided under this Agreement and, in lieu of receiving health insurance coverage, receive a cash benefit (in the form of additional compensation) in the amount determined under A 2 above.

ARTICLE XV

BULLETIN BOARDS

A bulletin board in each school will be provided for the use of employees posting notices of bonafide employee activities only, and in no case shall advertising, political, obscene, scurrilous printed or written matter be placed on any bulletin board.

ARTICLE XVI

PAYROLL DEDUCTION

Employees may have authorized payroll deductions for the following:

FASECU

Tax sheltered annuities under any of the annuity programs agreed to by the Board And the Beecher CGMT/

Premiums for Board approved insurance programs

U.S. Bonds

Other charitable deductions agreed to by Beecher Board of Education and Beecher CGMT.

Written authorization or cancellation may be submitted to the business office at least (10) ten working days before the affected pay date.

ARTICLE XVII

RELIEF AND CLEAN-UP TIME

- A. Each regular employee working (8) eight hours per shift shall receive (2) two (15) fifteen minute paid breaks, and (1) one (30) thirty minute unpaid duty free lunch period during his/her regular working day with such time to be scheduled by the building or department administrator to whom the employee reports. Part-time employees working (4) four or more hours shall be allowed (1) one (15) fifteen-minute break.
- B. Reasonable time shall be granted to employees to clean up at the end of their shift. Clean up shall not be used to leave the job site before the established time for the ending of the employee's shift.

ARTICLE XVIII

TRANSFERS AND VACANCIES

VACANCIES

- A. A vacancy shall be defined as a position, which is unfilled for any reason.
 - 1. Positions where the employee is on leave are subject to the following conditions:
 - a. Should the Board have written documentation an employee will be on leave for more than (90) ninety calendar days, said position shall be considered a vacancy.
 - b. Should an employee provide written documentation to the Board that they will be on leave for less than (90) ninety calendar days, said position need not be considered a vacancy. Should said leave be extended to more than (90)

ninety calendar days, said position shall be considered a vacancy.

- c. The Board and the Union may mutually agree to post a position, which is vacant for less than (90) ninety calendar days.
- B. Whenever a vacancy occurs, the Board shall immediately post same and provide notice to the Union. No vacant position shall be filled, except in case of an emergency and/or on a temporary basis, until such vacancy shall have been posted at least (10) ten working days. The Board shall have (30) thirty working days following the posting period for testing of bargaining unit applicants and filling of the vacancy.
- C. The Board and the Union may mutually agree to waive the procedure set forth in B above and fill vacancies by job auction.
- D. All vacancies shall be filled by bargaining unit employees, provided s/he meets minimum posted qualifications. If none of the bargaining unit employees meet the minimum qualifications, management has the right to consider outside applicants.
- E. The Board agrees that any test(s) used in the selection process for any bargaining unit position shall reasonably reflect the entry-level skills and/or knowledge required for said position. The scores of any test(s) taken by an employee will be shared with the employee on request. Employees will not be required to test for a lateral transfer unless the requested position requires skills not used in the employees present position.

TRANSFERS

- A. Employees shall be selected for transfer according to the following:
 - 1. Transfers within classification
 - a. Most senior employee on the basis of classification seniority.
 - b. Most senior employee on the basis of bargaining unit seniority.
 - 2. Transfers between classifications
 - a. Employees with at least (1) one year experience in the classification within the last (3) three years shall have right to claim the position on the basis of first, classification seniority and second, unit seniority.
 - b. An employee shall be selected for transfer based on qualifications and bargaining unit seniority. The most senior employee shall be selected unless a less senior employee has substantially superior qualifications.
- B. The employee chosen to fill a vacancy shall be transferred to the new position within

(10) ten working days. The Union and the Superintendent or his/her designated representative may mutually agree to additional time.

- C. Employees who are required to make a shift transfer shall receive (36) thirty-six hours notice prior to such transfer.
- D. In the event of an employees transfer to a position with a job description differing from the job description of the position currently held, the employee shall be given a (30) thirty work day period in which to demonstrate his/her ability to perform the essential duties of the new position. If the employee is unable to demonstrate ability to perform the work required during the trial period, or at the option of the affected employee, the employee shall be returned to his/her previous assignment. During the trial period, the employee's former position may be filled by a substitute selected by the Board.
- E. An employee who is assigned work in a higher rated job classification for more than (4) four hours in a day shall be paid the higher rate for all hours worked on that day in the higher classification.
- F. An employee on sick leave may return to his/her former shift and classification, seniority permitting. Any employee bumped from a position by an employee who has return rights to his/her former assignment under this section shall have the right to bump back into his/her previous position. Any other employee bumped because of this provision shall have the right to bump the lowest seniority employee in his/her classification, seniority permitting.
- G. An employee on unpaid leave shall have the right to return to his/her former assignment for up to (90) ninety calendar days from commencement of the leave. After (90) ninety calendar days the employee shall have the right to bump the lowest seniority employee in his/her classification, seniority permitting. Any employee bumped because of this provision shall have the right to bump the lowest seniority employee in his/her classification, seniority permitting.
- H. Should district operations require a modified shift, Tuesday through Saturday, the employee shall receive (36) thirty-six hours written notice. This provision only applies to the Men's club basketball league.

ARTICLE XIX

OVERTIME

- A. Bargaining unit members shall be paid at a rate of (1 ½) one and one half times their regular rate of pay for all hours worked over (40) forty hours in a (7) seven consecutive day (Sunday through Saturday) period.

The following contractually paid days shall be considered as time worked during the

(7) seven consecutive day period.

- a. Paid Sick Days
- b. Vacation Days: if requested and approved in accordance with contractual language.
- c. Holidays
- d. Bereavement Days
- e. Jury Duty
- f. Floating Holidays: if requested and approved in accordance with contractual language.
- g. Paid Leave Days (Security)
- h. Personal Days: if requested one week in advance.

The following days shall not be considered as time worked during the (7) seven consecutive day period.

- a. Unpaid Leave (Deduct) Days
 - b. Vacation Days; not requested and approved in accordance with contractual language
 - c. Personal Days; none emergency days requested on the day of the absence
- B. Overtime for custodial staff shall be provided according to the following: 1) full-time employees in the same building, 2) custodians from other buildings 3) members of the substitute crew. Overtime shall be rotated to equalize hours for eligible employees within the same building to the greatest degree possible.
- C. Overtime for all other classifications shall be provided according to the following: 1) full-time employees from the same classification. 2) employees from other classifications qualified to perform the work. 3) members of the substitute crew who are qualified to perform the work. Overtime shall be rotated to equalize hours for eligible employees within the same classification to the greatest degree possible.
- D. Current record of overtime hours worked shall be provided to the President of the bargaining unit or designee request. With the intent to equalizing overtime, the overtime record shall also include overtime that has been refused, and will count as time worked in the rotation of overtime.
- E. The Union and Management agrees that overtime is strictly on a voluntary basis, and therefore will work to develop a sign up sheet for overtime.
- F. Supervisory personnel will not perform bargaining unit (overtime) work. Unless one of the following conditions exists:
- 1. Emergency

2. Training of personnel.

G. CALL-IN

Any employee called in to work outside of his/her regular working hours shall receive a minimum of (2) two hours pay.

ARTICLE XX

PROGRESSIVE DISCIPLINE POLICY

- A. No non-probationary employee shall be disciplined without just cause. Discipline shall include warnings, reprimands, suspensions and discharge. Such discipline shall be subject to the grievance procedure, including arbitration. It is further recognized that the duly authorized administrative staff shall make the specific recommendation(s) forming the basis for disciplinary action available to the employee and the Union in writing.
- B. The Board and the Union agree that the private lives of the employees are their own affairs unless their conduct should adversely affect their relationship with students or the discharge of their responsibilities.
- C. An employee may request a Union Representative be present during the investigative meeting for any behavior and/or incident which may result in disciplinary action. If requested, no discussion will take place until the Union Representative arrives. The Union will also be notified of any disciplinary action to be applied, and may be present at the employee's request when notification is given.
- D. When an employee is to be suspended with recommendation for discharge the Union shall be in attendance unless the employee declined when the disciplinary action is discussed and action taken. The employee will be allowed to discuss his/her discipline or discharge with the Union Representative in a private area made available by the employer before s/he is required to leave the property of the employer. If the continued presence of the employee poses a serious threat to the operation of the district or the safety of those persons present in the building or work area, the employer has the right to order the employee to immediately leave the premises. The employer will immediately notify the Union Representative of such action.
- E. Copies of disciplinary action will be given to the affected employee and the Union President. Such copies shall include the employee's name, the date, the date of the offense, the nature of the offense, the disciplinary action to be taken, the level of the offense, and the name of the Union Representative present.
- F. In imposing discipline, the Board shall, except in serious cases follow the principle of progressive discipline as set forth below:

1. FIRST OFFENSE: verbal or written warning, will be retained at the supervisor's level. If a second offense occurs, a copy of the first shall be placed in the personnel file as a reference for the second offense.
 2. SECOND OFFENSE: written reprimand
 3. THIRD OFFENSE: up to (3) three days suspension
 4. FOURTH OFFENSE: up to (2) two weeks suspension
 5. FIFTH OFFENSE: up to thirty (30) days suspension
 6. SIXTH OFFENSE suspension with recommendation for discharge
- G. Less Serious Offenses (include but are not limited to), tardiness, leaving the work site without authorization, failure to report the reason for absence prior to the start of the workday, poor work performance. Such offenses usually begin at step I of the Disciplinary Procedure and may lead to suspension and dismissal.
- H. Serious Offenses (include but are not limited to), theft, possession of a concealed or unauthorized weapon, fighting, immoral, illegal, or indecent conduct, deliberate falsification of personnel/payroll records, an absence of (3) three consecutive days without notice to the supervisor or designee, a pattern of absence for which no paid leave time is available (deduct days). Insubordination and/or repeated violation of the rules of the Board, may result in advance disciplinary actions leading to dismissal.
- I. Disciplinary actions of a less serious offense shall be removed, at the request of the employee, from the employee's personnel file after (12) twelve months providing there has been no reoccurrence of the problem.
- J. Disciplinary actions of a serious offense shall be removed, at the request of the employee, from the employee's file after (2) two years providing there has been no reoccurrence of the problem.
- K. If a reprimand is found to be unjust, through the grievance procedure, it will be removed immediately.
- L. A bargaining unit member that disagrees with the discipline may submit a written statement explaining the employee's position to the original disciplinary document.
- M. Appropriate discipline will be determined based upon the offense and the prior work record of the employee.

ARTICLE XXI

LONGEVITY PAY

- A. An employee who has been actively working in the Beecher School District for (15) fifteen years will receive a longevity payment of (3%) three percent of his/her current base wage rate. Thereafter, for each additional (5) five active years of service, s/he will receive an additional longevity payment of (3%) three percent of his/her current base wage rate.

ARTICLE XXII

EFFECT OF LEGISLATION

If any law now existing or hereafter enacted, or any proclamation, regulation or edict of any State or National Agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and either party hereto upon (30) thirty days written notice to the other may reopen for negotiations the invalidated provision.

ARTICLE XXIII

PROBLEM SOLVING / SAFETY

- A. The Union and the Management shall meet bi-weekly to discuss complaints regarding possible contract violations and safety in the workplace. Said Committee shall be made up of (2) two union members and up to (2) two members of management. The Committee shall review complaints and make recommendations to eliminate any possible problems / contract violations and/or unsafe conditions. Management shall not unreasonably reject recommendations of the Committee. Any two members of the committee can call for an emergency meeting. Emergency meetings shall be held within 48 hours of the time the meeting is requested, members of the committee will not unreasonable withhold their consent to meet.
- B. Possible problems and/or contract violations can include but is not limited to schedule changes, shift preferences, job assignments and overtime.
- C. Safety Issues can include but is not limited to unsafe or hazardous conditions, safety equipment, safe operation of equipment, handling and disposal of dangerous substances, supplies and equipment.
 - 1. Bargaining unit members shall not be required to perform tasks which endanger their health, safety and/or well being.
 - 2. Bargaining unit members shall not be required to handle and/or dispose of any dangerous substances until they have been given the proper safety equipment and instruction in regard to the safe disposal of the substance.

3. Bargaining unit members shall not be held responsible for any dangerous substance that they are required to dispose of improperly by management.
- D. Training relevant to the member's employment shall be made available to the employees at the total expense of the Board. Training shall include but is not limited to First Aid, CPR, OSHA and MIOSHA (work place safety), training deemed necessary by the committee.
- E. Use of security cameras shall be used exclusively for the purpose of maintaining the security and safety of staff and students. Security guards will have access to these cameras in order to protect the safety and security of Beecher employees and students.

ARTICLE XXIV

SPECIAL SCHOOL BUS DRIVER CONDITIONS

- A. The Board shall have the right to establish the bus runs in the best interest of the school district; however, once established, such runs shall be posted in accordance with The Transfers and Vacancies Article of this contract.
- B. Bus Drivers shall be paid overtime at the rate of time and (1-1/2) one-half for all hours worked over (8) eight in one day and (40) forty hours in one week.
- C. Bus Drivers shall be paid a minimum of two (2) hours when called back to work on an emergency basis outside their regular work schedules.
- F. If a Bus Driver has a driver's license suspended for any reason, s/he shall be automatically placed on unpaid leave with no further accumulation of benefits and/or seniority. If said license is not reinstated within (60) sixty calendar days, said Bus Driver shall have his/her employment terminated by the Board as a voluntary quit. Suspension of a license for use of illegal substances or driving while under the influence of intoxicants will require that the driver meet the requirements of Substance Abuse Testing Article of this contract before s/he shall be reinstated.
- G. All Bus Drivers assignments will be made by seniority and to maximize hours for regular drivers. Substitute Bus Drivers shall not be used if a regular driver is available for an assignment.
- H. Bus Drivers shall be provided at least (30) thirty minutes of pre-trip time before the first run of the workday. Pre-trip time prior to subsequent runs shall be at least (15) fifteen minutes. Post-trip time shall be at least (15) fifteen minutes. Total time shall not exceed (1 ½) one and one half hours per day and will be determined by the driver's run assignments.

I. Summer Months Holidays

- a. During the summer months a regular Bus Driver that is scheduled to drive daily on a regularly scheduled summer bus run shall receive the following holidays providing that s/he would have been scheduled to work on that day if it were not a holiday.

1. Independence Day
2. Labor Day
3. Memorial Day

- b. During the summer months regular Bus Drivers who are available shall be called to substitute for working drivers prior to substitute drivers being called. Regular drivers not working during the summer, who want to be contacted for subbing during the summer, must provide written notice to the Superintendent or his/her designee by the last day of the regular school year. A regular driver who substitutes during the summer months shall be paid at his/her regular rate.

H. The Board shall pay all license and test fees for regular Bus Drivers.

I. Extra Trips

1. The Board has the right to establish all extra trips.
2. Bus Drivers shall sign up for and be assigned extra trips on a rotation basis with hours being equalized to the greatest extent possible. When a driver voluntarily turns down a trip s/he will be charged with hours for the trip provided the driver's route schedule shows s/he is available to perform the trip.
3. In the absence of a driver, the Board has the right to assign starting with the driver with lowest hours.
4. Extra trips, which occur during the summer, shall not be rotated.
5. Bus Drivers shall be paid a minimum of (2) two hours for all extra trips. A trip shall be defined as delivering passengers to a designated location and returning the passengers to a designated location on an irregular schedule. The Board has the right to divide a trip between two drivers.
6. Bus Drivers shall be charged for the extra trips on the same basis as pay (straight time hours and/or overtime hours).
7. On overnight trips the Bus Driver shall be paid for all driving time with a minimum of (8) eight hours per day. The Board shall pay for all meals and lodging. Bus Drivers shall be provided a room separate from the students. Money shall be advanced to cover anticipated meal expenses. Receipts shall be required.

ARTICLE XXV

EVALUATION

- A. The evaluation of the work of all employees is the responsibility of the Administration.
- B. A conference shall take place within fourteen (14) days, with the employee and supervisor, following each evaluation to be completed on or before June 1. A copy of the evaluation shall be given to the employee at the time of the evaluation. When it is known that an evaluation will be unsatisfactory, the Union Representative will be notified in advance of the meeting, and will be made available at the employee's request.
- C. The Board shall provide evaluation criteria, reflective of the job description, to all the employees and said criteria shall be the basis for evaluating the employee and making suggestions for improvement.

ARTICLE XXVI

SUBSTANCE ABUSE TESTING

- A. Definitions
 - 1. "Drug" includes alcohol and any controlled substance whose possession and/or use by a bargaining unit member is unlawful. There will be no use or possession of any illegal drug. There will be no illicit use of a legal drug.
 - 2. "Initial screen" means a breathalyzer or comparable test for the presence of alcohol and the emit (enzyme multiplied immunoassay technique) or comparable test for determining the presence of drug residues in urine.
 - 3. "Confirmatory screen" means a blood or comparable test for the presence of alcohol and the gc/ms (gas chromatography/mass spectrometry) or comparable test for determining the presence of drug residues in urine.
 - 4. "Impaired performance due to drug use" means an objectively demonstrable reduction in the performance of a bargaining unit member's employment duties, during normal working hours or official school functions only, caused by drug use.
 - 5. "Reasonable suspicion of impaired performance due to drug use" means a conclusion based on specific observations of impairment performance by two or more administrators or bargaining unit members.

B. Limitations

The employer agrees that it may test bargaining unit members for drug use when there is a reasonable suspicion of impaired performance due to drug use. The employer expressly agrees not to perform or require any other drug testing during the life of this Agreement, including but not limited to random testing, testing prior to promotion, periodic testing, or drug testing as a part of any physical or psychological examination unless required by law.

C. No action shall be taken on the basis of a positive initial screen until; said result has been substantiated by a confirmatory screen.

D. Discipline

The following steps shall be followed in every case of alleged impaired performance due to drug use.

1. First positive test:

- a. Counseling or rehabilitation will be recommended to the employee.
- b. Employee accepts counseling or rehabilitation:

The employer's designated doctor must approve the employee as fit for duty before he/she may return to work.

- c. Employee rejects counseling or rehabilitation:

The employer's designated doctor must approve the employee as fit for duty before he/she may return to work.

Employee subject to retest within (30) thirty days of return to work.

2. Second positive test:

- a. A positive test will be considered a second occurrence if within (2) two years of a first positive test, the employee again tests positive for alcohol or drugs.
- b. Counseling and rehabilitation will be recommended again.
- c. The return to work components, are the same with a first positive test.
- d. (10) Ten workdays suspension.

3. Third positive test:
 - a. A positive test will be considered a third occurrence if within (2) two years of a second positive test, the employee again tests positive for alcohol or drugs.
 - b. There will be no recommendation for counseling or rehabilitation in the case of a third positive test.
 - c. Discharge.
4. An employee's refusal to sign a consent, or to participate in an alcohol or drug test after a consent has been signed, will be considered insubordination. The designated penalties are:

First refusal: Suspension for (5) five working days.

Second refusal (within (2) two years of first refusal): Discharge.
5. For positive test results:
 - a. There is no discipline for a first positive test.
 - b. The discipline for a second positive test is a suspension for (10) ten working days.
 - c. The discipline for a third positive test is discharge.
6. The employer reserves the right to discipline, if appropriate, for unacceptable job performance or on the job activity notwithstanding the employee's participation in a rehabilitation program.
7. Time off under this section will be covered by appropriate leave time. Should a test come back negative, the employee shall be made whole for time lost.

ARTICLE XXVII

SUBSTITUTE CREW

- A. Management shall select (12) twelve individuals for a substitute crew, the names of such persons shall be provided to the President and/or designee of the bargaining unit. As replacements to this group may become necessary, Management shall select the replacements and an up-to-date list shall be provided to the President and/or designee of the bargaining unit. The Board shall have the right to maintain the substitute crew at a level of (12) twelve individuals not counting members of the substitute crew filling in for regular employees on long-term disability leaves, workers

compensation or unpaid leaves. If a member of the substitute crew replaces a regular employee on a long-term disability leave, workers compensation or unpaid leave, s/he shall continue to be considered a substitute employee and not entitled to any of the benefits of this contract.

- B. Members of the substitute crew shall not be scheduled to work more than (8) eight hours in any (24) twenty-four hour period or on Saturdays, Sundays or Holiday covered under the Holiday Article of this contract unless all the employees listed in a. and b. below have refused the work.
 - a. Full-time employees from the same classification.
 - b. Employees from other classifications qualified to perform the work.
- C. An employee who is laid-off shall be offered the right to have his/her name placed on the substitute list. The laid-off employee shall be placed at the top of the substitute list, and there-by have the right to work before other substitutes.

ARTICLE XXVIII

SUMMER WORK

To ensure that adequate help is available, the buildings are clean and ready for the start of the next school year and to eliminate unnecessary overtime and provide vacation coverage for employees working during the summer.

- A. Bargaining Unit Members/School Year Employees listed in Appendix B, who apply for work during the summer months shall receive preference prior to any non-bargaining unit personnel. Bargaining Unit Members hired under this section shall be hired on the basis of seniority, experience and availability and shall receive the hourly rate for part-time (temporary) employees in the classification that they work. But shall not accumulate seniority or be eligible for any other benefits during such time.
- B. The availability of said work shall be posted as it becomes available. The type of work, the skill set, the weekly schedule and duration of assignment shall be clearly stated.
- C. An employee that plans to take an extended period of time off, vacation, during this period must advise management prior to accepting the work assignment.

ARTICLE XXIX

MILEAGE REIMBURSEMENT

Bargaining unit members that that are required to use their own vehicle during the course of their work will receive mileage reimbursement at the current federal rate. Mileage reimbursement requests shall be turned in quarterly.

ARTICLE XXX

NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this agreement but of common concern to the parties shall be subject to negotiations between them from time to time during the period of this agreement upon request by either party. The parties agree to cooperate in arranging meetings for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. At least (60) sixty working days prior to the expiration of this agreement the parties will begin negotiations for a new agreement covering wages, hours and terms and conditions of employment of bargaining unit members employed by the Board.
- C. Neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by the Board and the Union.
- D. If the parties fail to reach an agreement in any such negotiations, either party may request mediation from the Michigan Employment Relations Commission.

ARTICLE XXXI

DURATION

This agreement shall be effective upon ratification and remain in full force and effect until June 30, 2016 subject to the following:

- A. Either party may open negotiations with respect to a successor agreement sixty (60) days prior to the expiration date of this agreement.
- B. Wage and non insurance benefit provisions included herein shall become effective July 1, 2013.

ARTICLE XXXI

TERM OF AGREEMENT

This Agreement shall be effective March 20, 2013 and shall remain in full force and effect until 11:59pm, June 30, 2016, and shall be extended from year to year thereafter through written mutual consent of the parties.

BEECHER SCHOOL DISTRICT
BOARD OF EDUCATION

BEECHER (CGMT)
MEA/NEA

Michelle Lopez 3-20-13
President

Ronald J. Augy
President

Mary Rankins
Vice President

Madison Webb
Vice President

Brenda Bauer
Secretary

Harvey K. Lopez
Treasurer/Bargaining Committee

Debra Denson Watson
Treasurer

Maureen McCallister
Snap Bargainer MEA/NEA

Nancy R. Harris
Trustee

Toy A Scott
Uniser/ MEA/NEA

Laura Long
Trustee

Trustee

Dated this 20 day of March, 2013 Flint, Michigan

APPENDIX A

SALARY SCHEDULE

Pay Freeze 2013-2015.

Schedule only reopened for 2015-16

July 1, 2013

CLASSIFICATION NUMBER

	1	2	3	4	5	6	7	8
STEP 1	\$ 7.40	\$ 10.27	\$ 10.24	\$ 10.73	\$ 10.95	\$ 11.21	\$ 12.84	\$ 9.42
STEP 2	\$ 7.81	\$ 10.81	\$ 10.45	\$ 11.59	\$ 11.85	\$ 12.11	\$ 14.02	\$ 9.91
STEP 3	\$ 8.21	\$ 11.34	\$ 11.95	\$ 12.51	\$ 12.79	\$ 13.08	\$ 15.15	\$ 10.26
STEP 4	\$ 8.46	\$ 11.91	\$ 12.91	\$ 13.51	\$ 13.80	\$ 14.13	\$ 16.36	\$ 10.46
STEP 5	\$ 8.71	\$ 12.49	\$ 13.95	\$ 14.56	\$ 14.93	\$ 15.26	\$ 17.67	\$ 10.67

Classification Numbers: (for pay scales above)

1. Bus Aides
2. School Bus Drivers
3. Custodians; Stock Clerk; Mail/Delivery Clerk; Maintenance 1
4. Maintenance 2
5. Grounds Crew
6. Maintenance 3, Building and Grounds Maintainer
7. Mechanic
8. Security Aides

- A. Part time Temporary - Step (1) one of classification
- B. Extra Trips – At the Bus Drivers Current rate of pay.
- C. Step increases shall take place on the employee's anniversary date.
- D. When an employee moves between classifications s/he shall move to the same salary schedule step in the new classification.
- E. Employees hired after ratification of this contract will begin at step 1.

- F. Administration may give up to three steps of experience credit to new hires for classifications five and six.
- G. The job classifications listed under #3 above shall be paid at the 3rd level pay rate. But each job classification is a separate job and shall be considered as such for bidding and/or bumping purposes.
- H. The job classifications listed under #6 above shall be paid at the 6th level pay rate. But each job classification is a separate job and shall be considered as such for bidding and/or bumping purposes.
- I. Salary increases for the years of 2013-2016 will be based on:
 - a. The increase for the 2013-2015 school years as computed by the formula is a 0% and/or pay freeze.
 - b. The master contract will be re-opened to bargain the issues of wages for the 2015-2016 school year. These are the only issues subject to the re-opener.
- J. If any law, proclamation, regulation or edict hereafter enacted by any State and/or National Agency shall require that an employee's pay be frozen and/or reduced, thereby making I b. and/or c. null and void above, for an extended period of time. The parties (the Board and the Beecher CGMT) do hereby agree that the contract shall automatically be extended for said period of time. Unless both parties mutually agree to open said contract and/or a specific portion of said contract.

APPENDIX B

BARGAINING UNIT CLASSIFICATIONS

CLASSIFICATIONS INCLUDED IN THE BARGAINING UNIT:

Building and Grounds Maintainer

Bus Aides

Custodian

Grounds Crew

Mail/Delivery Clerk

Maintenance I

Maintenance II

Maintenance III

Mechanic

Part-time

School Bus Driver

Security Aide

Stock Clerk

