

# AGREEMENT

Between

Board of Education

Beecher Community School District

and

Beecher P/MEA/NEA



Beecher Community School District

Flint, Michigan

**July 1, 2016 – June 30, 2019**

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## **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 Education Support Professional Association (BESPA) and the MEA/NEA hereinafter referred to as the "Union".

### **ARTICLE 1** **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 2** **RECOGNITION**

- A. The Board hereby recognizes the Union as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, as amended FOR all personnel engaged in noncertified instructional support and instructional aide work for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment. All personnel represented by the Union in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "employees."
- B. An employee who is presently a member of the Union may, as a condition of employment, continue membership in the Union; or contribute an amount equivalent to the membership dues uniformly required as a condition of acquiring or retaining membership in the Union. An employee who is not a member of the Union, and all newly hired employees shall, within sixty (60) working days after the effective date of this Agreement or the date of hire, as a condition of continued employment: (1) become a member of the Union and pay the membership dues and initiation dues uniformly required as a condition of acquiring or retaining a membership in the Union; or (2) contribute an amount equivalent to the membership dues uniformly required as a condition of acquiring or retaining a membership in the Union.
- C. The Board or any of its supervisory personnel shall not interfere with, discriminate against, restrain or coerce employees because of lawful activity in the Union, nor will it attempt to discourage membership in said Local Union, nor will it discriminate in any way against any employee because of his or her political beliefs, religious beliefs, national origin, sex, or age.
- D. The bargaining unit reserves the right to request negotiations to be re-opened to discuss wages and benefits as the district's financial status improves.

**ARTICLE 3**  
**BOARD RIGHTS**

- A. The Union recognizes that the Board is charged by law with certain responsibilities which it must assume and discharge 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.
- B. This Agreement shall supersede any rules, regulations, policies or practices heretofore regulating the relationships between the Union and the Board.
- C. If any provisions of this Agreement or any application of the contract to any employee, groups of employees, or the Board shall be found contrary to law, then such provisions of application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. The right to hire, discharge or discipline for cause is the responsibility of the Board, except that any seniority employee so affected may follow the grievance procedure hereinafter provided.
- E. Supervisory and executive personnel, defined a superintendent, assistant or associate superintendents, principals, assistant principal, managers, coordinators and directors may perform activities governed by this agreement to fulfill their required performance responsibilities provided the bargaining unit secretary is scheduled but not available to perform the work. The performance of bargaining unit work by persons outside the bargaining unit shall not result in a reduction of bargaining unit positions.

Example:

1. The regular seniority employee is absent and there is not a substitute secretary available.
2. The regular seniority employee is presently over-extended with priority work assignments and a project must meet the deadline.
3. The regular seniority employee has left for the day/work year and one or two additional memos need to be processed.

**ARTICLE 4**  
**REPRESENTATION**

- A. The Union shall provide the Board with a list of authorized Union representatives who must be employees of the Board. It shall be the responsibility of the Union to inform the Board when there is any change in the authorized list.
- B. An employee or group of employees shall be entitled to be represented by the Union and/or have a representative of the Union present in any matter dealing with employer-employee relationships. No action shall be taken with respect to the employee or group of employees until representation is present, if requested.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

- A. A grievance is defined as a violation of a specific provision of this Agreement. A grievance must be raised with the supervisor no later than twenty-nine (29) calendar days following the occurrence giving rise to the grievance and is known to the Union or the employee. Probationary employees shall not be covered by the provisions of the grievance procedure.
- B. Any employee having a grievance or a member of a group having a grievance may take their grievance up with their immediate supervisor or may request the Union to represent them in the presentation of the grievance to the immediate supervisor.
- C. If the grievance is not satisfactorily adjusted during the verbal discussion with the immediate supervisor, it shall be reduced to writing and presented to the immediate supervisor. The immediate supervisor shall answer the grievance in writing within five (5) calendar days of receipt of the grievance. If the employee or the Union does not accept the answer of the immediate supervisor it may be appealed to the Superintendent or his/her designee providing notice of such appeal is presented within five (5) calendar days of receipt of the immediate supervisor's answer.
- D. The Superintendent or his/her designee shall answer the grievance within fifteen (15) calendar days of receipt of the grievance. If the Union does not accept the answer of the Superintendent or his/her designee it may be appealed to a committee which shall function with full authority of the Board, and shall be comprised of at least two (2) members of the Board, providing notice of such appeal is presented to the Personnel Office within five (5) calendar days of receipt of the Superintendent or his/her designee answer.
- E. The committee appointed by the Board shall answer the grievance within seven (7) work days following the meeting to discuss the grievance with the Union. If the Union does not accept the answer of the committee it may be appealed to arbitration provided notice of such appeal is presented to the Superintendent or his/her designee within fifteen (15) calendar days of receipt of the answer.

- F. If appealed the parties shall have ten (10) working days to mutually select an arbitrator. If the parties cannot mutually agree on an arbitrator the Union may file a Demand for Arbitration with the American Arbitration Association the arbitrator will be selected in accordance with its rules. The rules of the American Arbitration Association shall govern all arbitration proceedings.
- G. The arbitrator will have no power to add to, or amend, or change the existing contract. In arriving at this decision the arbitrator shall only consider evidence which has been introduced at the previous steps of the grievance procedure. The cost of the arbitrator shall be divided equally between the parties. The cost of witnesses, counsel, and other representatives of either party shall be borne by the party incurring them. The arbitrator's decision shall be final and binding on both parties.
- H. Any employee who is requested to attend a meeting by a representative of the Board, to discuss disciplinary action, shall have the right to request Union representation. The Board shall notify the Union and employee, in writing, within three (3) working days of a suspension and/or discharge.
- I. The Chairperson and/or Union representative shall be paid by the Board for time spent in processing of grievances related to the Board during their regularly scheduled working hours after students are dismissed, provided they have received prior approval from the Superintendent or his/her designee, whose approval shall not be unreasonably withheld, and such time shall not exceed a total of five (5) hours per week for the combined time of the Chairperson and/or Union representative.

## **ARTICLE 6**

### **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 negotiation between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Sixty (60) 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. In any negotiations described in this Article neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Union, but the parties mutually pledge that representatives selected by each shall consider proposals and make concessions in writing in the course of negotiations of bargaining subject only to such ultimate ratification.

- D. If the parties fail to reach an Agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

## ARTICLE 7 COMPENSATION

- A. The compensation of employees covered by this Agreement is set forth in the attached schedules which are incorporated into this Agreement. The dates of pay shall be the same as the certified instructional personnel. The salary year of all unit members, including 52 week employees begins with the first pay of the school year and extends for 25 periods. Employees will not suffer any wage loss due to this adjustment.
- B. Salary step placement is based upon years of service. Partial years will be pro-rated between steps. Years of service will be determined once per year using the same method and terms as the awarding of seniority. All members of the unit will retain their year of service of July 1, 1997.
- C. The Board or its designated representative shall make the final determination with respect to school closings. When schools are closed the official local stations for notifying employees will be ABC 12 and NBC 5. Employees shall not be required to report, with no loss of pay, when the entire school system is closed by the Board because of such conditions. When the district is closed after starting, employees will be released within forty-five (45) minutes after students are dismissed. When an individual building is closed employees will be dismissed at the discretion of the building administrator.
- D. Aides may elect to receive their pay in twenty one (21) or twenty-six (26) pays. All other employees may elect to receive their pay in twenty-three (23) or twenty-six (26) pays. Fifty-two (52) week secretaries receive 26 pays.
- E. AIDES/FAMILY SERVICE WORKERS/EARLY HEAD START HOME VISITORS

The following legal holidays shall be observed providing school is not in session and employees are not required to report with the full understanding there will be no loss of pay: Labor Day, Thanksgiving Day and the Friday following, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day and July 4th. The employee must be scheduled to work in the week containing Labor Day to be paid for said holiday.)

Effective July 1, 1997 there will be a reduction of one (1) paid holiday, with the option to use one (1) personal day or one sick day may be converted to a personal day in order that the employee does not receive a reduction in salary.



Effective July 1, 1998, a reduction of an additional paid holiday with the option to use one (1) personal day, and the conversion of one (1) sick day in order that the employee does not receive a reduction in salary.

Holidays falling on Saturday will be celebrated on Friday and holidays falling on Sunday will be celebrated on Monday. Holidays will not be paid while an employee is on leave of absence. Part-time seniority employees shall receive a pro-rata payment based on his/her regular straight time daily rate.

## **ARTICLE 8** **HOURS OF WORK**

### 1. AIDES

- A. The hours of employment for each full-time teacher aide shall be established by the Board but in no event shall a teacher aide be scheduled for less than six (6) hours per day. If an aide is scheduled to work over eight (8) hours on a given day, such time shall be at time and one-half (1 1/2) the regular hourly rate.
- B. When an aide finds it necessary to be absent from his/her job, he/she shall call the personnel substitute call number by 6:30 a.m.
- C. All full-time instructional aides shall be provided with a duty free lunch period of at least thirty (30) minutes.
- D. Special Education Paraprofessional staff (Teacher Aides) who work in a classroom overload as defined by Master Contract and Special Education Compliance regulations shall be awarded additional compensation based on the current year substitute teacher aide per diem rate. (Twelve (12) additional students will constitute additional compensation).

**ARTICLE 9**  
**SENIORITY**

1. AIDES

- A. Seniority will now be earned on an accrual basis. Seniority accrues during paid leaves of absence. This specifically excludes members on LTD. The formula used herein is 50% plus one day for each quarter year on the basis of contracted work days. e.g., 180 contracted working days = 45 days must be worked or be paid leave days to earn a quarter year's seniority. Bargaining unit members must have worked 60% percent of the previous quarter in order to have bidding rights.
- B. New employees shall be required to work on probation for a period not to exceed 60 working days following his/her Board approval date, after which their seniority shall be as of the date of BOARD hire. Probationary employees shall not be eligible for fringe benefits.
- C. All seniority employees shall be included on a seniority list provided by the Board and sent to bargaining unit members by November 1of each year.
- D. Seniority of an employee shall continue while he is absent due to an injury covered by Worker's Compensation Insurance.
- E. The right to reemployment or the continuing seniority rights of an employee now or hereinafter upon the seniority list and who is now or hereinafter a member of the Armed Forces of the United States shall accrue seniority during the period of initial conscription as provided by law.
- F. An employee who is promoted to a position outside the bargaining unit shall continue to accumulate seniority for a period of one (1) year after promotion. Thereafter, he/she shall retain but not accumulate seniority. During the first year he/she shall, have the right to return to the bargaining unit and hump the lowest seniority employee in his/her former department. If he/she returns to the bargaining unit after one (1) year, he/she shall bump the lowest seniority employee in the unit in a position for which he/she is qualified.
- G. Seniority shall not accumulate for an employee on an unpaid leave of absence with the exception of medical leaves which shall accrue seniority for a maximum of ninety (90) calendar days.
- H. Seniority shall be terminated for the following reasons:
  - 1. The employee quits.
  - 2. The employee is discharged.
  - 3. The employee retires.
  - 4. The employee is laid off for a continuous period equal to the seniority he had acquired at the time of such layoff
  - 5. The employee is absent for five (5) consecutive work days, without notifying the

Board, except for unforeseen circumstances.

- I. After serving the probationary period, seniority for all permanent employees shall be credited as follows:
  1. All employees who work six (6) hours or more per day on a regular schedule will be considered as full-time employees.
  2. Employees who work four (4) hours or more per day on a regular schedule shall be credited with full seniority.
  3. Employees working less than four (4) hours per day on a regular schedule shall be credited with one half-time seniority.
  
- J. Employees who work less than three (3) hours per day on a regularly scheduled basis shall not be considered members of this bargaining unit and shall not accumulate seniority with the School District.
  
- K. Probationary employees and employees who work less than three (3) hours per day on a regularly scheduled basis shall not be entitled to fringe benefits under the terms of this Agreement.
  
- L. Once an employee has acquired seniority under the provisions of this Agreement, he shall be entitled to retroactive credit for sick leave which he may have been entitled to accumulate under the provisions of Article XVIII, Leaves of Absence, of this Agreement.

## **ARTICLE 10**

### **LAYOFF AND RECALLS**

#### 1. AIDES/FAMILY SERVICE WORKERS

- A. Layoff will occur beginning with the lowest seniority employee provided there is higher seniority employees qualified to perform the work.
- B. Employees shall receive ten (10) calendar days prior written notice of layoff or elimination of position.
- C. Employees will be recalled from layoff in reverse seniority order, beginning with the laid off employee with the highest seniority who is qualified for the position.
- D. There shall be no reduction of employees without prior discussion with the union.
- E. Aides and family service workers will be treated as separate classifications for purpose of layoff and recall. Rights to a position in another classification are controlled by Article XIII-3, A & B.

**ARTICLE 11**  
**VACANCIES AND TRANSFERS**

1. AIDES

- A. Prior to the beginning of the first semester and prior to the beginning of the second semester the board shall hold a job auction permitting all employees, on the basis of seniority, to bid on any existing vacancy for the ensuing school semester. All vacancies which occur during the school year shall be filled on a temporary basis for the remainder of the semester.
- B. Employees shall be selected for transfer based on qualifications and seniority. If qualification and seniority dates are the same, the Personnel Office shall select the employee for such transfer.
- C. When a vacancy occurs, said vacancy shall be given on the basis of seniority and qualifications to perform the work available.
- D. Employees who are permanently transferred shall receive thirty-six (36) hours notice prior to such transfer.
- E. The Board shall have the right to establish, evaluate, change and obsolete jobs providing such action on the part of the Board shall not be directed toward reducing the rate of 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 existing job descriptions, specification or classification, the Board has the right to develop and establish such new or revised job description specification, rates of pay and place them into effect. Whenever a new job is made operational, the Board shall establish the job description.
- F. The Board will notify the Union of such new or changed job within thirty (30) days after such new or changed job is established, and upon request meet with the Union to negotiate the rate and classification. If in the event the parties do not agree upon a rate and classification, then the matter may be submitted to mediation and/or fact finding.

2. FAMILY SERVICE WORKERS

- A. Under this article employees in the bargaining unit may only claim positions covered under the seniority list for their position.
- B. If a bargaining unit position remains vacant after members with seniority rights to the position have been given opportunity to apply, then current members of the bargaining unit who meet posted required job qualifications shall have priority for said vacancy over a new hire.

**ARTICLE 12**  
**PART-TIME AND TEMPORARY EMPLOYEES**

- A. All part-time and temporary positions scheduled outside of the regular work day or work year will be open to all employees who are available at the time the program is in operation. The supervisor will select the employee by seniority and ability to perform the job. The board is not obligated to select the high seniority employee if the selection would require the payment of overtime. The job must be evaluated in writing and presented to the employee by the supervisor at the termination of each year's program.
- B. Substitute employees may be hired for a period not to exceed ninety (90) working days in the same position within a six (6) month period, providing there are no qualified employees laid off in that classification. Should a substitute employee work in excess of time stated above the employee shall be given a seniority date as of his/her first day of work in said position.
- C. Entry level substitute employees, with the exception of level IV secretaries and Level V Program Instructional Assistants, shall be paid the same hourly rate.

**ARTICLE 13**  
**RESIGNATION**

Any employee desiring to resign shall notify the Board, in writing, at least ten (10) work days prior to the effective date.

**ARTICLE 14**  
**LEAVE PAY**

1. Early Head Start Home Visitors.

- A. All Early Home Start Home Visitors absent from duty on account of personal illness or any approved reason shall be allowed full pay as follows:

44 to 48 calendar weeks                      11 days

- B. Sick leave days will not be credited until the employee has returned to work for the current school year and has reported to work for ten (10) consecutive working days. New employees shall be credited with a pro-rata share of sick leave days in relation to their scheduled work weeks which occur prior to July 1 of their first year of employment.

2. AIDES

- A. Each full-time permanent employee covered by this Agreement shall be entitled to ten (10) sick leave days. Sick leave days will not be credited until the employee has returned to work for the current school year and has reported to work for ten (10) consecutive working days with the understanding that any employee who terminates employment prior to the completion of the full school year, or hires in after September 1 of any school year, shall have such days pro-rated to the date of termination or hire.

### 3. ALL EMPLOYEES

- A. Each employee shall be entitled to use sick days as needed during current year, accumulative to ninety (90) days. 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 each current year. The employee will be compensated Forty Dollars (\$40.00) for each unused annual sick day for the current year. Sick days from the current year will be used first.
- B. Employees shall receive one (1) personal day per year, accumulative to two (2) days. In addition, one (1) day may be borrowed from the above sick leave bank to be used for an additional personal day. The employee must make the appropriate application three (3) days in advance, except in emergency, to receive credit for such time.
- C. Upon retirement from the School District, according to the retirement procedures as prescribed in the State Department Plan, each full-time employee shall receive forty (\$40.00) Dollars for each day of accrued sick leave, up to a maximum of ninety (90) days.
- D. In the event of the employee's death, his beneficiary as indicated on his or her insurance policy shall receive all accrued benefits.
- E. When an employee appears as a witness in a court action at the request of the Board, any witness fees shall be paid to the Board.
- F. An employee placed on sick leave who does not possess sufficient sick leave days to be placed on LTD shall be allowed to transfer the number of days required from a bargaining unit member.

## ARTICLE 15 LEAVES OF ABSENCE

### 1. AIDES

- A Any member whose personal illness extends beyond the period compensated under Article XVII shall be granted a leave of absence without pay for such illness, except if the employee qualifies for LTD as provided in Article XXIII, 1.D. and 2.D. with a medical statement, up to a maximum of one (1) year. Additionally, nothing in this article limits the employer's responsibility as required by the Family and Medical Leave Act (FMLA) or Worker's Compensation. Upon return from a leave, a member shall be assigned to the same position, seniority permitting, provided said leave does not exceed one year. Should said leave exceed one year the member shall replace the lowest seniority employee within said employee's classification, seniority and qualifications permitting. A ten working day trial may be required if the return is to a new position. One (1) week written notice of intent to return shall be required. A physician's statement

of permission to return must be presented to the Personnel Office prior to returning to work.

- B. Leave of absence with pay chargeable against the member's sick leave allowance shall be granted for the following reasons:
1. A maximum of five (5) days per working year for a critical illness in the immediate family as stated in Article XXI, Section A.
  2. When emergency illness within the home requires a member to make arrangements for necessary medical or nursing care.
  3. 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 prior to (5) five consecutive working days.
- C. Leaves of absence with pay not chargeable against the member's sick leave allowance shall be granted for the following reasons:
1. Appearance as a witness in any judicial or administrative proceeding connected with the secretary's employment.
  2. To attend conferences, institutes or conventions. Such time shall be subject to approval of the Superintendent or his/her designee.
- D. Leaves of absence without pay may be granted upon application and approval by the Board for the purposes of further educational study, child care or personal reasons. The regular salary increment occurring during this period shall be allowed. If the leave of absence is for sixty (60) days or less, the employee shall be returned to the same position. If the leave of absence is for more than sixty (60) days, the employee shall be returned to the same position, if available, or a position at the same level, seniority permitting. Should said leave exceed one year, the member shall replace the lowest seniority employee within said employee's classification, seniority and qualifications permitting. For the duration of such leave, the employee will assume responsibility for the cost of his/her insurance, exclusive of FMLA eligible leaves.
- E. A leave of absence without pay for up to sixty (60) calendar days may be granted by the Board for the purpose of other employment. In order to qualify for said leave the employee must have at least five (5) years seniority in the bargaining unit. The employee shall have the right to return to their same position. For the duration of such leave the employee will assume responsibility for the full cost of his/her insurance.
- F. An employee shall be granted a leave of absence for Union Business not to exceed thirty (30) days in one (1) year. Such leave shall be without pay and must be requested in

writing. It is understood that no more than three (3) employees will be granted a leave at any one time. Seniority will continue to accumulate during said leave.

- G. Military Leave: Any employee covered by this Agreement who enters active duty in the Armed Forces of the United States, who is still qualified to perform the duties of his former position and who makes written application for reemployment within ninety (90) days after his release from original conscription under honorable conditions, shall be restored to employment and his status with respect to other employees shall be the same as if he had not entered the services herein specified.
- H. Union Leave: Any employee of the bargaining unit elected or appointed to a full time office of the Union where his duties require his absence from work shall be granted a leave of absence without pay upon written request to the Personnel Office for the term of such office, not to exceed twelve (12) months. Such employee shall not accumulate seniority during his term of office; however, he shall be returned to the same or an equivalent position in the bargaining unit providing he is qualified and capable of performing such position on termination of the leave of absence.

#### **ARTICLE 16** **PARENTAL LEAVE**

All employees with seniority shall be entitled to one (1) year's parental leave. Parental leave shall be granted without pay or fringe benefits. An employee shall be entitled to return from such leave provided two (2) week notice is given the Board and shall be returned to the same position, if available, or a substantially equivalent job.

#### **ARTICLE 17** **JURY DUTY**

An employee will submit reimbursement received for jury duty to the appropriate administrator and will receive regular compensation for the time spent as a juror which he otherwise would have been scheduled to work for the school district.

#### **ARTICLE 18** **BEREAVEMENT PAY**

- A. Seniority employees shall be paid and granted the time necessary or maximum of three (3) working days plus reasonable traveling time for death in the immediate family. Seniority employees shall be paid and granted the bereavement time for the day of the funeral and the day immediately preceding and following the funeral plus reasonable travel time, provided those days are scheduled work days within said employee's regular scheduled work year assignment. Immediate family shall be defined to include: parents, parents-in-law, grandparents, grandparents-in-law, husband, wife, children, brothers and sisters, brothers-in-law, sisters-in-law, grandchildren or other relatives living in the



employee's home. Such time shall be subject to the approval of the Superintendent or his/her designee.

- B. Employees may use one-half (1/2) day of accumulated sick leave time for the purpose of attending funerals of other relatives or close friends, with approval of their supervisor.

### **ARTICLE 19** **EVALUATION**

- A. The work performance of all employees shall be evaluated at least semi-annually by their immediate supervisor. The evaluations shall follow this schedule:
1. The first evaluation shall take place on or before February 1st or within ninety (90) working days of initial employment. The second evaluation shall take place on or before June 1<sup>st</sup>.
  2. Within ten (10) school days of an evaluation, a conference shall be held with the employee to review the evaluation and a copy of the evaluation shall be provided.
  3. At any time deficiencies in performance are recognized, such deficiencies shall be set forth in specific terms in writing and discussed with the employee within ten (10) days. Specific ways shall be identified in which performance is to improve. A statement shall be made how to attain the desired improvement and the assistance to be given by the immediate supervisor. Sixty (60) days shall be allowed to obtain the necessary improvement. The employee shall be involved in the development and implementation of any plans of improvement of performance.
  4. The BOP/MEA/NEA members will form a committee to develop an evaluation tool for the purpose of evaluation of bargaining unit members. If needed, a plan of assistance process will be developed to meet the specific needs of bargaining unit members.
  5. In the event of an unsatisfactory evaluation, a reevaluation will not take place earlier than twenty-five (25) working days from the initial evaluation and no later than thirty-five (35) working days from the initial evaluation.
- B. Each employee shall sign the evaluation, which only indicates the employee received it. If the employee disagrees with the evaluation, the employee may submit the objections in writing, which will be attached to the evaluation and placed in the employee's personnel file.

### **ARTICLE 20** **INSURANCE PROTECTION**

- A. The Board shall provide each full time seniority employee with the following insurance:
- Any amounts paid by the employee will be through pre-tax payroll deductions. 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.

The association will retain the choice to select the insurance carrier(s) and specifications of health care plan. If the association 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.

B. In lieu of health insurance, employees will be provided an annual bonus payment of \$3,000 paid as follows:

1. \$1,000 paid with the first paycheck in December.
2. \$2,000 paid with the second paycheck in June.

C. Fifty thousand dollars (\$50,000) in life insurance protection, with accidental death and dismemberment, shall be paid to the employee's designated beneficiary upon death of the employee.

D. The Board shall provide Long Term Disability Insurance for each employee. Benefits shall commence after thirty (30) calendar days and shall continue at 66 2/3 percent to age 65 for both sickness and accident and shall include the following:

- a. No pre-existing conditions or eligibility waiting period.
- b. A monthly maximum pay limit of Five Thousand (\$5,000) dollars.
- c. Two year own occupation clause.
- d. Freeze on offsets.
- e. No additional waiting period for recurrent disability occurring within six (6) months after an employee has returned to active employment.
- f. The policy shall include a disability waiver of premium clause.
- g. LTD forms shall be issued following an employee's request. Forms shall be processed and mailed to the insurance carrier within five (5) working days of receipt from the employee.
- h. Mental/nervous conditions and alcohol/drug abuse shall be covered as any other illness.

E. The Board shall provide Delta Dental Care, with coordination of benefits, Class I benefits - 80%, Class II benefits - 80%, Class III benefits - 50% to all eligible employees and their eligible dependents including coordination of benefits Effective July 1, 1996. Class III Benefits 60%.

F. The Board shall provide VSP#3 or equivalent Vision Care to all employees and his/her eligible dependents.

G. The employer's obligation to provide its bargaining unit employees with the insurance benefits provided in Article XXIII, by paying the agreed upon amount, as established in this contract, shall continue for a period of six (6) months after an employee has exhausted his or her paid health benefits, sick leave days and earned, but unused vacation days, subject to the employee being current with regard to the payment of his or her Insurance premiums.

**ARTICLE 21**  
**LONGEVITY PAY**  
**(May be amended**  
**based on**  
**arbitration)**

LONGEVITY INCREMENTS AND SERVICE ACCRUALS FROZEN AT CURRENT  
LEVELS FOR THE 2013-14 SCHOOL YEAR

- A. An employee serving a position funded through the general school budget, exclusive of programs separately funded and budgeted but operated by the district, who has served in the Beecher School District eleven (11) years, will receive a longevity payment of three (3%) percent of the current base salary. Thereafter, for each additional three (3) years of service, he/she will receive an additional longevity payment of three (3) percent of the current base salary. Should an employee leave the bargaining unit to become a supervisor with the Beecher School District said time shall count toward longevity credit if the employee returns to the bargaining unit.
- B. To qualify for longevity, said employee must have ten (10) consecutive years of service in the Beecher School District. Time worked as a substitute employee does not apply toward longevity credit.

**ARTICLE 22**  
**VACATIONS**  
**(Early Head Start Home**  
**Visitors Only)**

- A. An Early Head Start Home Visitor (EHSHV) whose regularly scheduled work year is forty-five (45) or more weeks in the same position shall receive paid vacation which will normally be taken during the summer months and must have the approval of the Superintendent or his/her designee. Whenever possible, vacation will be scheduled when students are not in attendance.

Vacation will be awarded, according to the following schedule:

One (1) year's seniority prior to July 1st	- 5 days
Two (2) year's seniority prior to July 1st	- 10 days
Five (5) year's seniority prior to July 1st	- 15 days
Fifteen (15) year's seniority prior to July 1st	- 20 days

Existing employees who move to a position which accrues vacation time shall receive a pro-rata allotment during the first year in the position if the employee works less than a full year in the position prior to July 1st.

- B. Early Head Start Home Visitors have the right to choose the time of their vacation on year of service basis, with the approval of the Superintendent or his/her designee. Whenever possible, vacation will be scheduled when students are not in attendance.
- C. In the event a holiday named in this contract falls during an employee's vacation period, said employee shall receive an additional day.
- D. 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 he/she has worked at least six (6) months of the current vacation credit period.
- E. An employee may carry vacation time into the next work year. Carryover vacation time must be used during the next contract year or said time will be lost.

### **ARTICLE 23** **DISPUTE**

Whenever a dispute arises between the parties or their members in connection with the negotiations, interpretations or enforcement of this collective bargaining agreement or any amendments thereto, and such dispute cannot be resolved by agreement of parties, there will be no strike, lockout or other collective economic action; but such dispute shall be settled in accordance with the provisions of this Agreement.

### **ARTICLE 24** **GENERAL PROVISIONS**

- A. Adequate parking facilities shall be made available to employees.
- B. This Agreement supersedes any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect.
- C. Copies of this Agreement shall be printed at the expenses of the Board and presented to all employees now employed and hereafter employed by the Board.
- D. Employees who are requested to use their own personal automobile for transportation to in-service conferences or to deliver mail shall be paid at the current IRS rate. Such payment shall be made on a monthly basis to eligible employees.
- E. Upon written request, the Board shall provide release time to the Union for general membership meetings not to exceed four (4) hours on an annual basis. The Unit

Chairperson shall be notified of all BEA general membership meetings. No day should be shortened more than one (1) hour and such meeting shall be held on the same day as teachers' meetings. Employees that do not attend these meetings and have not been excused by their immediate supervisor may expect salary deduction.

- F. Employees shall have the option of attending building staff meetings, without additional pay, at the discretion of their supervisor.
- G. Compensatory time must be approved by the Superintendent or his/her designee.
- H. For the duration of this contract should the Beecher School District consolidate with another school district, Beecher School District shall attempt to provide in the consolidation that all employee seniority and seniority rights shall be transferable.
- I. The Union will support the Board of Education's Affirmative Action Policy providing the terms of said policy are consistent with the provisions of this contract.
- J. Any case of assault on an employee shall be promptly reported to the Personnel Office. The Personnel Office shall render all reasonable assistance to the employee (excluding legal counsel) in connection with the handling of the incident by law enforcement and judicial authorities.
- M. A bulletin board will be provided in the office area of each school for the use of the Union posting notices of bona fide Union activities only. In no case shall advertising, political, obscene, scurrilous, printed or written matter be placed on any bulletin board. Upon request to the Personnel Office, other Union memoranda may be distributed through the intra-school mail.
- N. A mail box for delivery and receipt of teacher aide information shall be designated in each school provided a mail box is available for this purpose.
- O. Teacher aides who attend in-service sessions at the direction of the administration will be paid for such time at their regular hourly rate. Aides will work a regular workday on days of Beecher Education Association general meetings.

- P. In imposing disciplinary penalties on a current charge, the Board will not take into account any prior infraction, which occurred more than one (1) year previously.
- Q. The CDA Lead classroom person will meet with the coordinator individually for approximately fifteen (15) minutes on the first calendar day back to school giving input on placement of child care givers in their rooms.
- R. The CDA Lead classroom person will meet with the coordinator prior to the child care giver's evaluation and be given an opportunity for input on the child care giver's said evaluation.

## **ARTICLE 25**

### **ADMINISTRATION OF MEDICINE**

#### A. Definition

For the purposes of this Article, the term "school health services" shall mean any act or function constituting the "practice of medicine" within the meaning of Section 17001 of the Public Health Code (MCL 333.17001).

#### B. Who Does It

No bargaining unit member, except a school nurse, shall be required to provide school health services except: 1) in an emergency situation, or; 2) to administer medication (oral only).

#### C. Notice, Information and Training

Any bargaining unit member required to administer medication shall be provided all of the following: 1) a copy of a written medical procedural authorization completed and signed by a licensed physician and the student's parent/guardian, including the attached procedures to be utilized as approved by the physician and; 2) medication administered shall be in the presence of another adult.

#### D. Refusal

A bargaining unit member may refuse to perform school health services unless the authorization (including attached procedures), and another adult witness have been provided to the member, as required in paragraph C, above.

#### E. Training for All

Training will be made available to all bargaining unit members in basic CPR and first aid. The Employer shall pay all costs in connection with the training, including the time taken by the member to receive the training, calculated on a pro-rata basis.

F. Liability

The Employer shall provide and maintain liability insurance on behalf of each bargaining unit member who is required to provide school health services. Insurance coverage shall include personal liability in an amount not less than currently set forth in the Employer's insurance policies or one million dollars, whichever is greater.

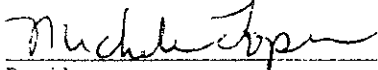
**ARTICLE 26**

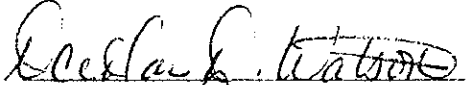
**Duration**

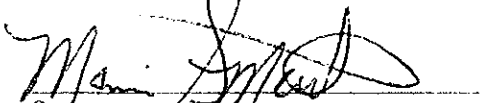
This agreement shall be effective as of July 1, 2016 and remain in full force and effect until June 30, 2019 subject to the following:

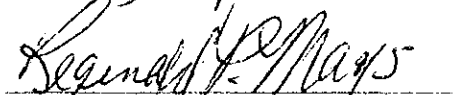
1. Either party may open negotiations with respect to a successor agreement sixty (60) days prior to the expiration date of this agreement.
2. Wage and benefit provisions included herein shall become effective July 1, 2016.

BEECHER BOARD OF EDUCATION

  
\_\_\_\_\_  
President

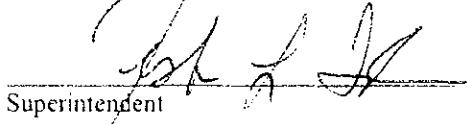
  
\_\_\_\_\_  
Vice-President

  
\_\_\_\_\_  
Secretary


  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Trustee

  
\_\_\_\_\_  
Trustee

  
\_\_\_\_\_  
Superintendent

BEECHER P MEA/NEA

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member

  
\_\_\_\_\_  
MEA Uniserv Director

**APPENDIX A**  
**SALARY SCHEDULES -**

**A. Early Head Start  
Home Visitor**

Experience

STEP	LEVEL I	LEVEL II	LEVEL III	LEVEL IV
NEW HIRE	\$ 11.65	\$ 12.09	\$ 13.98	\$ 15.87
1	\$ 12.14	\$ 12.58	\$ 14.44	\$ 16.31
2	\$ 12.63	\$ 13.06	\$ 14.92	\$ 16.77
3	\$ 13.11	\$ 13.55	\$ 15.39	\$ 17.22
4	\$ 13.60	\$ 14.04	\$ 15.86	\$ 17.70
5	\$ 14.09	\$ 14.52	\$ 16.35	\$ 18.19
6	\$ 14.36	\$ 14.80	\$ 16.63	\$ 18.46
7	\$ 14.63	\$ 15.07	\$ 16.90	\$ 18.74
8	\$ 14.90	\$ 15.35	\$ 17.17	\$ 19.00
9	\$ 15.17	\$ 15.61	\$ 17.45	\$ 19.28
10	\$ 15.45	\$ 15.88	\$ 17.72	\$ 19.55

**B. PARAPROFFESIONAL**

Experience

STEP	LEVEL I	LEVEL II	LEVEL III	LEVEL IV	LEVEL V
NEW HIRE	\$ 10.59	\$ 11.13	\$ 11.62	\$ 12.17	\$ 12.72
1	\$ 10.74	\$ 11.29	\$ 11.82	\$ 12.34	\$ 12.85
2	\$ 10.90	\$ 11.44	\$ 11.96	\$ 12.47	\$ 13.01
3	\$ 11.05	\$ 11.59	\$ 12.11	\$ 12.64	\$ 13.17
4	\$ 11.19	\$ 11.72	\$ 12.27	\$ 12.78	\$ 13.32
5	\$ 11.36	\$ 11.88	\$ 12.41	\$ 12.93	\$ 13.46
6	\$ 11.53	\$ 12.05	\$ 12.57	\$ 13.09	\$ 13.63
7	\$ 11.68	\$ 12.21	\$ 12.72	\$ 13.24	\$ 13.78
8	\$ 11.83	\$ 12.36	\$ 12.87	\$ 13.40	\$ 13.93
9	\$ 11.97	\$ 12.50	\$ 13.02	\$ 13.54	\$ 14.07
10	\$ 12.15	\$ 12.68	\$ 13.19	\$ 13.71	\$ 14.25

**Classroom Leader 5% of Base Pay Rate**

LEVEL I - High School Diploma or its Equivalent

LEVEL II - 15 Hours of College Credit

LEVEL III - 30 Hours of College Credit

LEVEL IV- 45 Hours of College Credit

LEVEL V- 60 Hours of College Credit



## C. COMMUNITY EDUCATOR/HOME VISITOR/HEAD START TEACHER WITH B.A./Z.A.

	HOME VISITOR	B.A./Z.A.
1	\$17.88	\$19.71
2	\$18.77	\$20.70
3	\$19.71	\$21.74
4	\$20.70	\$22.83
5	\$21.74	\$23.97
6	\$22.83	\$25.17
7	\$23.97	\$26.43
8	\$25.17	\$27.75
9	\$26.43	\$29.14

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2016-2017 0% pay increase, vertical and horizontal lane freezes

2017-2018 0% pay increase, vertical and horizontal lane freezes

2018-2019 0% pay increase, vertical and horizontal lane freezes

**D. EDUCATIONAL STIPEND (May be amended based on arbitration)**

MEMBERS SERVING IN A POSITION FUNDED THROUGH THE GENERAL SCHOOL BUDGET, EXCLUSIVE OF PROGRAMS SEPARATELY FUNDED AND BUDGETED BUT OPERATED BY THE DISTRICT, SHALL RECEIVE ANNUALLY FOR HOLDING DEGREES IN ACCEPTABLE PROGRAMS AT AN ACCREDITED JUNIOR COLLEGE, COLLEGE OR UNIVERSITY:

\*ASSOCIATE DEGREE \$750.00

**\*48 OR MORE SEMESTER HOURS AT AN ACCREDITED JUNIOR COLLEGE, COLLEGE OR UNIVERSITY WITH A GRADE OF "C" OR BETTER IN THE FOLLOWING, CLASSES SHALL BE CONSIDERED EQUIVALENT TO AN ASSOCIATE DEGREE:**

BACHELOR DEGREE \$1,200.00

BACHELOR W/TEACHING CERTIFICATE \$1,500.00

\*\*ACCEPTABLE PROGRAMS ARE:

ACCOUNTING	CLERICAL/SECRETARIAL/OFFICE MANAGEMENT
WORD PROCESSING	BUSINESS MANAGEMENT
COMPUTER SCIENCE	FINANCE
ENGLISH	MATH
ENGLISH	COMPUTER SCIENCE
MATH	CLERICAL/SECRETARIAL/OFFICE MANAGEMENT
ACCOUNTING	BUSINESS MANAGEMENT
WORD PROCESSING	FINANCE

**\*\* The Superintendent has the discretion to approve acceptable courses, eligible for the education stipend on an individual basis. \*\***

**APPENDIX B**  
**BARGAINING UNIT CLASSIFICATIONS**

<b>PARA PROFESSIONAL</b>	<b>WEEKS WORKED</b>
Kindergarten	38 Weeks
Special Education	38 Weeks
Lead Teachers	38 Weeks
Community Educator/Home Visitor	38 Weeks
G.S.R.P Teachers	38 Weeks
Early Head Start Teachers	48 Weeks

**APPENDIX C**  
**BEECHER COMMUNITY SCHOOL DISTRICT**  
**BOARD OF EDUCATION**  
**1020 WEST COLDWATER ROAD**  
**FLINT MICHIGAN 48505**

**AUTHORIZATION FOR THE ADMINISTRATION FOR MEDICINES BY SCHOOL PERSONNEL**

The Beecher Community School District Board of Education requires a physician's written order and the parent or guardian's authorization for a nurse to administer medicinal preparation exclusive of hallucinogens or narcotics or, in her absence, the principal or authorized person to administer oral medications.

**PHYSICIAN'S ORDER**

Name of Child \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Date of Birth \_\_\_\_\_

Condition for which drug is being administered \_\_\_\_\_

Name of Drug \_\_\_\_\_ Amount of Drug \_\_\_\_\_

Time of Administration \_\_\_\_\_

Relevant side effects to be observed, if any \_\_\_\_\_

Other Suggestions: \_\_\_\_\_

Length of time during which medication shall be administered:

From: \_\_\_\_\_ To: \_\_\_\_\_

\_\_\_\_\_  
Physician Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\*\*\*\*\*

**AUTHORIZATION OF A PARENT OR GUARDIAN CONCERNING THE ADMINISTRATION OF ABOVE MEDICINES BY SCHOOL PERSONNEL**

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

Name of School Building) \_\_\_\_\_

I hereby request that school personnel give my child \_\_\_\_\_  
the medication ordered above by his physician and will not hold the Board of Education or its personnel responsible for any complications related to the medication.

\_\_\_\_\_  
Witness: Nurse/Principal/Secretary

\_\_\_\_\_  
Parent Signature

Telephone: \_\_\_\_\_  
Home

Telephone: \_\_\_\_\_  
Work/Emergency