

MASTER AGREEMENT

between

**BEAVERTON SCHOOLS
BOARD OF EDUCATION**

and

**BEAVERTON EDUCATION SUPPORT
PERSONNEL ASSOCIATION,
MEA-NEA**

July 1, 2020 – June 30, 2021

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AGREEMENT

This agreement made and entered into as of June 29, 2020 by and between the Board of Education of the Beaverton Schools, hereinafter referred to as the "Board" and Beaverton Education Support Personnel Association, MEA, NEA, hereinafter referred to as the "Union."

MASTER AGREEMENT

between

**BEAVERTON SCHOOLS
BOARD OF EDUCATION**

and

**BEAVERTON EDUCATION SUPPORT
PERSONNEL ASSOCIATION,
MEA-NEA**

2020-2021

ARTICLE ONE

RECOGNITION

- A. The Board recognizes the Union as the sole bargaining agent for all full-time and regular part-time employees in the following current classifications: maintenance, secretaries, playground aides, paraprofessionals, mechanics, mechanic helpers, bus drivers, custodial and food service employees, excluding supervisors, confidential bookkeepers, tutors and all other employees.
- B. The term "employee" or "employees" for the purpose of this Agreement shall include employees of the Board, as defined in Article One, Section A, of this Agreement. A part-time employee is defined as one who works less than forty (40) hours per week, and a full-time employee is defined as one who is regularly scheduled to work forty (40) hours per week for twelve (12) months.

ARTICLE TWO

EMPLOYEES SECURITY AND DUES

- A. The Board shall furnish, prior to the beginning of each school year, a list of all bargaining unit members to the Association; thereafter, such list shall normally be delivered within the first five (5) work days of any personnel changes. The list should include the resignees' or new hires' names, addresses, phone numbers, rate of pay, number of assigned hours per day, classifications and date of resignation or date of hire.
- B. Any case of assault upon an employee, shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel to advise the employee, who is acting within the framework of Board

policy of his/her rights and obligations with respect to such assault, and shall render all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.

The Board will reimburse employees who are acting within the framework of Board policy for losses, damages or destruction of clothing or personal property while on duty. Reimbursement will not exceed the actual cost of the item or a maximum of \$100.00 per incident, whichever is less. Glasses are exempt from the \$100.00 limitation for repair or replacement. Damages will be reported within forty-eight (48) hours of the occurrence.

Each employee will be covered by the applicable workers compensation laws. The employee may use his/her accumulated sick leave, on a prorated basis, to make up the difference of his/her regular weekly income.

Students who have been physically violent at school, during the school day, will not be placed on a District bus. Every effort will be made by administration to remove the child from the school setting as soon as possible. If a child is suspected by a paraprofessional, teacher or administrator to be in an emotional state of being that could lead to explosive behavior on the bus, with the principal's approval, the District will either make sure that the student is accompanied on the bus with another adult for supervision or not place the student on the bus to be transported. The District will follow the Bylaws and Policies adopted by the Board of Education found in Section 5610.01 – Expulsions/Suspensions Required by Statute.

ARTICLE THREE

UNION AND MANAGEMENT RIGHTS

- A. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy and the operation of the schools are vested exclusively in the Board or in the Superintendent when so delegated by the Board. The exercise of judgment and discretion by the Board and its administrators, if made in good faith and for valid reasons not in conflict with the express terms of this Agreement, shall be upheld.
- B. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district or local laws or municipal regulations as they pertain to education.
- C. The Union, as the sole and exclusive bargaining representative of the employees, shall have the rights granted to it by Act 379 of the Public Acts of 1965, as amended.
- D. The Board reserves all rights exclusive of those mutually agreed upon in this Agreement.

ARTICLE FOUR

GRIEVANCE PROCEDURE

- A. Definition
 - 1. A "grievance" shall be defined as an alleged violation of the expressed terms and conditions of this Agreement. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise.

2. For handling of grievances on their behalf, the Union shall select one (1) grievance representative. Prior to scheduling the meeting, the union representative will be identified to the district. Prior notice may be waived by an agreement of both parties.
- B. A grievance, as defined in A. above, shall be processed according to the following procedures, time limits, and regulations:
1. **LEVEL ONE**
A grievance shall first be taken up with the principal or his/her designee or with the immediate supervisor, where there is no principal, within ten (10) working days of the time of the act or condition on which the grievance is based. Disposition of the grievance shall be made within ten (10) working days after this verbal discussion.
 2. **LEVEL TWO**
If the grievance is not settled under LEVEL ONE above, the grievance shall be reduced to writing on the proper grievance form, be signed by the grieving employee(s) and shall be submitted to the principal or his/her designee or to the immediate supervisor within ten (10) working days of the time of the disposition at LEVEL ONE provided that in no event shall any grievance be filed more than ten (10) working days after the date of the occurrence. Said written grievance shall name the employee(s) involved, shall identify all of the provisions of the contract alleged to have been violated by appropriate reference, and shall identify the relief requested.

Disposition of the grievance shall be made by the principal or his/her designee or by the immediate supervisor within ten (10) working days. If the grievance is resolved at this level, appropriate indication of the solution thereof shall be indicated by both parties on the written grievance.
 3. **LEVEL THREE**
If a satisfactory solution is not reached under LEVEL TWO, the area grievance representative, and the President or his/her designee may, within ten (10) working days of the disposition at LEVEL TWO, present the problem to the Superintendent of Schools or his/her designee. An answer as to the disposition of the grievance may be expected within a ten (10) working day period.
 4. **LEVEL FOUR**
In the event the dispute shall not have been satisfactorily settled at LEVEL THREE, the Union may within ten (10) working days, appeal the grievance to a committee appointed by the Board which shall include at least one (1) Board member. Within ten (10) working days after receiving the written grievance, the Committee appointed by the Board will meet with the aggrieved employee and not more than two (2) Union representatives, for the purpose of resolving the grievance. The Board's disposition on the grievance at LEVEL FOUR will be rendered by the Board, at the next scheduled regular Board meeting following the Level Four hearing or not more than ten (10) workdays after the Committee meeting.
 5. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator and/or arbitrators selected by the parties. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree that the decision of the arbitrator shall be final and binding and that judgment thereon may be entered in any court of competent jurisdiction.

6. The cost of arbitration under this Article shall be paid by either party to this Agreement requesting arbitration.
- C. A standard form for all grievances shall be used. The form shall be incorporated in the Agreement as Appendix B.
- D. Any grievance not filed within the prescribed time limit or not advanced to the next step within the time limit in that step, shall be deemed abandoned. Time limits may be extended by the mutual agreement of the Board and the Union in writing; then the new date shall prevail.
- E. The following matters shall not be the basis of any grievance filed under the procedure outlined in the article:
1. The termination of services or failure to re-employ any probationary employee.
 2. The placing of any probationary employee on an additional period of probation, provided such employee shall be presented with the written reasons for the additional probationary period at least five (5) work days prior to the end of the initial period.
- F. A group grievance may be submitted by the Association President.

ARTICLE FIVE

DISCIPLINE AND DISCHARGE

- A. The Board shall retain the right: to establish, adopt, change, amend and enforce rules for employees to follow; to verbally warn, issue written reprimands, suspend, discharge, demote or transfer any and all employees who violate these rules, subject to the terms of this Agreement.
- B. An employee's disciplinary record shall not be valid after three (3) years if there are no repeat offenses.
- C. An employee shall be offered an opportunity to have a Union representative present when the employee is being disciplined. Should the employee choose not to have the Union Representative present, the employee must do so in writing.
- D. The Board shall not discharge nor suspend any seniority employee without just cause. The Board agrees to follow a procedure of progressive discipline.

ARTICLE SIX

SENIORITY

- A. Seniority shall be defined, for the purpose of this Agreement, as length of continuous service with the Board within his/her classification. A bargaining unit member may hold seniority in more than one classification while employed by the District.

A seniority list shall be maintained by the district and updated any time personnel changes take place. The list will be provided to the Association President.

- B. New employees to the district shall acquire seniority upon completion of one (1) probationary period of ninety (90) calendar days from the date of hire. Summer vacation days shall not be included in the ninety (90) day

probationary period, unless an employee is scheduled to work during the summer. This ninety (90) day period will be served in the classification in which the employee was first hired. An additional thirty (30) calendar days may be required by the employer in conformity with Article Four, paragraph E-2.

- C. The seniority of an employee shall continue while absent because of injuries covered by the Worker's Compensation Act.
- D. Employees inducted or volunteering (while the United States is in a state of war as defined under the Constitution, or engaged in a military action within the authorization under the War Powers Act) shall retain all continuing seniority rights while serving in the Armed Forces if application is made within one hundred-twenty (120) calendar days of discharge or upon completion of training.
- E. An employee shall be terminated and lose his/her seniority rights if he/she:
 1. Leaves of his/her own volition (resigns or retires);
 2. Is discharged for just cause;
 3. Is not rehired from layoff within a period of twenty-four (24) months;
 4. Is absent on sick leave in excess of twelve (12) months;
 5. Fails to return from a leave of absence.

ARTICLE SEVEN

VACANCIES, PROMOTIONS AND TRANSFERS

- A. A vacancy shall be defined as an existing position that is not permanently filled by a bargaining unit member or a newly created position unfilled for more than twenty-five (25) days total.

In the event job vacancies are to be filled, first rights to a position are given internally by seniority, but the applicant must pass a determined level of proficiency on a skills assessment if one is required for the vacant position in accordance with the Master Agreement. Employees that are transferred within their classification in this manner do not have a probationary period as they already served their first probationary period when they initially entered that classification.

The Association and applicants will be made aware of skills tested on the assessment at least ten (10) work days prior to the testing date per the job posting. Skills tested will be given equal weight on the assessment.

Employees will meet a level of proficiency of at least 80% conclusively in order to be considered proficient to hold the position. Internal candidates who meet the 80% or higher proficiency rating then will be awarded the position based upon the most senior bargaining unit member. If no internal candidates, who have taken the skills test, meet the 80% proficiency level, the next highest proficiency level internal candidate will be assigned the position and granted a trial period as defined in Paragraph D of this Article. If this single candidate fails to demonstrate competency or does not wish to continue the position after fifteen (15) work days, the District may then go outside to obtain candidates for the vacant position.

- B. When there is such a vacancy, the Board shall cause it to be posted on its bulletin boards for a period of seven (7) calendar days in advance of its filling the vacancy. During the summer, the Association president will be notified and the vacancies will be posted for a period of ten (10) calendar days. Applications for such vacancy shall be in writing and turned into the supervisor. The position will be filled within ten (10) work days after the posting period. The Association President will be notified in writing, by the Superintendent or his/her designee, as to the status of any position filled or not filled within ten (10) work days after the posting period.

If at any time the District and the Association determined that the ten (10) work day timeline is not desirable, the timeline may be waived by mutual agreement with the Association and the Superintendent.

- C. In the event no employee from the classification bids for such vacancy, employees from the other classifications, or on layoff, may apply for the vacancy, based on their seniority and ability to do the work.
 - D. When an employee from another classification applies for a job and has passed the determined level of proficiency on a skills assessment in the classification applied for and in accordance with the Master Agreement, he/she shall be granted a trial period of not less than fifteen (15) working days during which the employee shall prove competency in the job, acknowledging the provision of Letter C above. Determination of competency during the fifteen (15) work day trial period shall rest completely in the hands of his/her supervisor/principal or superintendent. In the event he/she cannot handle the job, the employee shall be returned to his/her former position with no loss of service time. In the event that said employee continues in his/her new position beyond the fifteen (15) work day trial period his/her seniority shall freeze and not accrue in the previous classification. The seniority list shall be amended to reflect any seniority earned within the last five (5) years.
 - E. During the trial period, the employee shall be paid at his/her old rate. If successful, the employee shall be paid the new rate retroactively to the first day of the job.
 - F. A "Temporary" vacancy shall be defined as a vacancy created by a regular employee having been granted a leave of absence for a duration of not more than one year or as newly created position that is less than twenty-five (25) work days old and has not been filled by a permanent employee. Internal posting of temporary vacancies shall be for forty-eight (48) hours.
 - G. Employees working in a temporary assignment shall not be barred from bidding into a vacant permanent assignment prior to the end of the temporary arrangement.
 - H. Current employees shall be given first right of refusal as subs for positions outside their classification which they may perform, provided such work does not interfere with job assignments or duties within the first classification. Such assignments would be subject to seniority and other provisions of this Agreement.
- If a bargaining unit member serves as a substitute for the District in any bargaining unit position, the bargaining unit member will be paid at the rate of pay of the classification they are substituting.
- If a bargaining unit member serves as a substitute for the District in a teaching position, the rate of pay will be equivalent to the current substitute rate of pay for teachers.
- I. A bargaining unit member may be hired for two different classifications of work, provided such work does not interfere with the job assignment or duties within their primary job function.

ARTICLE EIGHT

LAYOFFS

- A. When layoffs are made, those with the shortest length of service in that classification affected will be laid off first, starting with probationary employees. An employee who gains seniority in more than one (1) classification may exercise his/her seniority rights in his/her former classification if laid off. The ability to claim a position will be based on the seniority list prepared in 2004, dating back to seniority established in July of 1999. This document, titled "Seniority Previous Classification 7/99 Forward" shall establish the limit of

recognized seniority for recall from a previous classification(s). An employee who is laid off after this date shall be able to assert any classification seniority that he/she may have in another classification so long as that classification seniority was earned and recognized by the parties as of or after July 1999. A fifteen (15) working day notice will be given to any employee who is to be laid off.

In the event that a reduction of work hours is needed within a particular classification, the employee being reduced shall have the right to bump a less senior employee in that same classification that would maintain as near as possible the hours the employee was scheduled to work prior to the Board's decision to reduce that employee's hours. This provision shall apply when an individual employee has their hours reduced by a cumulative total of thirty (30) minutes or more per day during a school year.

- B. In the event of recall, notice of recall shall be by certified mail to the last recorded address of the employee as it appears on the records of the Board; and upon failure to report within five (5) working days of receipt of such notice or immediately upon return of undelivered notice, such failure shall be considered to be a voluntary quit; provided, however, the employee's failure to report is not the result of inability to report by reason of illness, in which case the employee shall notify the Board by certified mail within this five (5) day period. Such illness or injury must be supported by documents supplied by the attending physician.
- C. When there is an increase in the work force after a layoff, the laid off employees will be recalled in inverse order of layoff in their classification.
- D. Seniority shall not accumulate during any period of layoff, but such employees rehired within the twenty-four (24) month period following layoff shall be deemed to have on the date rehired the seniority which had been accumulated up to the layoff date.
- E. There shall be no bumping across job classification.

ARTICLE NINE

HOURS OF WORK AND OVERTIME

- A. Work hours and schedule for each employee are set by the principal or supervisor. All employees shall be entitled to a thirty (30) minute unpaid lunch period except in the cafeteria where employees shall continue to receive a paid worked lunch period. This exception is based upon the understanding that other break and lunch benefits for the cafeteria employees shall remain unchanged.

For pay purposes, the standard work week shall be the hours that fall between 12:01 a.m. on Friday and 12:00 midnight on Thursday.

- B. Time and One-Half
 - 1. Time and one-half (1 1/2) shall be paid for all overtime in excess of forty (40) worked hours per week.
 - 2. Holidays – See Article Eleven, Sections A and B
- C. Any employee reporting for work who is sent home through no fault of his/her own shall be paid a minimum of two (2) hours work at his/her regular hourly rate inclusive of time already worked. An employee who is called into work after his/her regular shift has been completed shall be paid (and may be required to work) one (1) hour more, depending on the requirements as determined by the Board. Bus drivers will get the extra-trip/meeting pay rate, see Appendix A.

- D. Overtime work shall be based upon seniority, number of overtime hours (within a range of 15% from lowest to highest), and shall be assigned on a rotation basis as much as possible, recognizing the 15% range beginning with the employee with the most seniority to the extent reasonably possible and within the classification needed to do the work.
- E. Weather Emergency and other school cancellation days -- Employees must work or use benefit time to be paid. All shifts must work regularly scheduled hours. When the work employees are normally expected to perform is cancelled, employees shall not be required to report to work and will not be paid. When the cancelled work is rescheduled, employees will be paid for the time worked during the rescheduling. If an employee so chooses and they have the day(s) available, an employee may use a combination of merit, personal or sick day(s) to cover only the six (6) State-forgiven days. If the State allows for more than six (6) days to be forgiven members may request the use of paid leave days to compensate for lost wages for the additional forgiven days to be included on the last paycheck in the month of June for current fiscal year.
- F. An employee who is permanently reassigned to a different shift shall be given a ten (10) working day written notice with a copy to the Union.
- G. Schedule for School Term Employees: School term employees will be guaranteed the total number of student instructional days for the program to which they are assigned so long as students are present and except as specified below (230 days for ISD Center-Based program, if State mandated, 130 days for pre-school program). Days scheduled for State and Board-approved student assessments which are in addition to regularly scheduled student days may not require that all school term employees work. When the District has professional development relevant to the employees' assignments they will be scheduled to attend. Support staff shall be informed of Professional Development days two (2) weeks in advance if the employer knows at least two (2) weeks in advance, unless both parties agree to an adjustment.
1. Paraprofessionals, and Playground Aides are expected to work a full day on opening day and the first day of student attendance. Additionally, they will be expected to work a full day on the last teacher day (student record day).
 2. Bus Drivers will be paid at the extra trip/meeting rate see Appendix A for up to five (5) hours for time worked on the district-wide orientation/welcome back day.
 3. Paraprofessionals, and Playground Aides will work and be paid for not less than one half of their regular day's pay on scheduled early releases. Additionally, they may be requested to work a full day on scheduled early release days by their immediate supervisor. If employees are to work a full day on these early release days the immediate supervisor must complete a form explaining the need for such work and have that form signed by the Unit Director (Principal/Supervisor) and the Superintendent. Such work requests must be approved not later than the Friday prior to the early release day. In the event not all members of the classification are needed on that day, seniority and ability to perform the work within the building will be used in selecting the individual abiding with the rotation system detailed in Article Nine – D.
 4. Paraprofessionals will be guaranteed a regular work day of a minimum of seven (7) hours as scheduled in their annual work year. Paraprofessionals shall be presented with a tentative work schedule prior to the first instructional day of school. If regular work day is reduced, a paraprofessional's hours maybe less than 7 hours, and would be guaranteed the number of hours they worked to the nearest ¼ hour. If assigned appropriate training, by building administration on reduced work day, paraprofessional will be required to stay for entire 7-hour day. Notification, of required training, will be provided in accordance to Article Nine – G.

- H. Secretaries will be guaranteed the minimum paid days as scheduled in their annual work year. Secretaries shall be presented with a tentative work schedule at the beginning of the work year. Such work schedule may be adjusted by the Board in the event there is a reduction in the number of days of pupil instruction offered for the school year. All Merit and Personal Days count toward the guaranteed number of work days (210 + paid holidays).
- I. Compensation for all meeting/training attendance shall be paid at the employee's regular hourly rate. For Bus Drivers this rate shall be the extra trip rate, see Appendix A.
- J. Extra assignments within classification will be bid annually on a seniority basis.
1. Regular bus route assignments as well as second and extra bus routes will be bid annually on a seniority basis no later than two weeks following Fall Count Day of any school year in years in which there has been no reduction in the number of routes from spring of one year to fall of the following year. If there have been reductions during this period, the least senior member of the classification would be laid off and a route selection meeting would take place at the drivers' meeting before the beginning of the school year. If any regular route driver(s) retires or resigns from Beaverton Schools transportation department prior to winter break there will be a second route bidding with route changes taking affect upon return from winter break.
 2. Additional second and/or extra routes established after the start of school shall be offered on a seniority basis.
 3. In the event of second and/or extra routes being eliminated, the affected drivers shall be allowed to bump lesser senior drivers with second and/or extra routes.
 4. Paraprofessionals will bid annually for bus aide positions. If Bus Aide positions are eliminated, the affected employee will be allowed to bump a lesser senior person in the Bus Aide classification holding an assignment that would allow the employee affected by the position elimination to maintain his/her hours.
 5. If at any time, Administration determines that the position assignment is not successful, the Association and the Superintendent will determine a course of action to resolve the issue including, but not limited to, potential reassignment. It is understood that if reassignment is necessary, this may affect other bargaining unit member assignments and the other member(s) will be promptly informed of the decision.
 6. If a new Bus Aide position is created during the school year, it will be bid on a seniority basis by only Paraprofessionals who have potential to increase his/her hours within five (5) work days of the position creation.
 7. Extra assignments will not result in overtime except in emergency situations.
- K. For the purposes of accumulation, usage, and pay, the definition of a "day" for any bargaining unit member shall be the number of hours that a member is regularly scheduled to work each day.

ARTICLE TEN

VACATIONS

A. After one (1) year of employment, each twelve-month full-time employee shall be allowed vacation as follows:

- | | | |
|----|---------------------------|---------------------|
| 1. | After one (1) year: | Five (5) days |
| 2. | After two (2) years: | Seven (7) days |
| 3. | After three (3) years: | Ten (10) days |
| 4. | After six (6) years: | Twelve (12) days |
| 5. | After seven (7) years: | Thirteen (13) days |
| 6. | After eight (8) years: | Fourteen (14) days |
| 7. | After nine (9) years: | Fifteen (15) days |
| 8. | After twelve (12) years: | Seventeen (17) days |
| 9. | After fifteen (15) years: | Twenty (20) days |

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Vacation days are awarded on the anniversary date of hire and may be used at any time during the following twelve (12) months. Vacation time of up to five (5) days may be carried over from one (1) year to the next.

- B. All full and part-time employees shall be granted three (3) personal days per year with regular pay. These days, if not used, will be added to the employee's accumulated sick days at the end of the year or, at the employee's option, two (2) personal days may be carried over to be used the following year only. Even with carryover, no employee may schedule more than five (5) personal days in any given year. These personal days shall not be used to extend regularly scheduled vacations or holidays unless approved by the immediate supervisor. Except in the case of an emergency, at least forty-eight (48) hours advance notice must be given to the employee's supervisor. Personal days may be used in half (1/2) hour units.
- C. All Employees with ten (10) or more years of service to the district, based on their last date of hire, shall be allowed one (1) Merit Day, employees with fifteen (15) years of service shall be allowed two (2) paid Merit Days per year to be used at his/her option and employees with twenty (20) years shall be allowed three (3) Merit Days. The only requirements for the use of the Merit Day is that the employee notifies the employer at least twenty-four (24) hours in advance of said use; Merit Days are awarded on the Anniversary date of hire. Merit time of up to five (5) days may be carried over from one (1) anniversary year to the next. Any merit time accumulated beyond five (5) days will be rolled over into the employer's sick leave accumulation.

ARTICLE ELEVEN

HOLIDAYS

- A. Employees who are required to work on holidays, listed below, shall be paid straight time for the holiday and an additional time and one-half (1 1/2) for all hours worked on the holidays:
1. Each full-time employee as defined in Article One, Para B, shall be paid for the following holidays: Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Good Friday, and Memorial Day.
 2. Each part-time employee as defined in Article One, Para B, shall be paid for the following holidays: Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Good Friday, and Memorial Day.

3. Should any of the holidays listed in A or B above fall on a Saturday, the Board shall recognize it as having been the Friday before the actual holiday. Should the holiday fall on a Sunday, the Board shall recognize it on the Monday following the actual holiday.
 4. For employees scheduled to work at least 230 days, the Fourth (4th) of July shall be a paid holiday.
- B. In order to receive holiday pay, an employee cannot take a deduct day the last scheduled work day prior to the holiday or the first scheduled work day following the holiday.

ARTICLE TWELVE

SICK AND FUNERAL LEAVE

- A. Each full time employee shall be granted the equivalent in hours for one (1) day sick leave for each month of service rendered each year.

School-term employees will be given ten (10) sick days, including second bus runs. They will be granted at one (1) day per month, starting September through June.

Employees working less than the school term, who have worked at least ten (10) days within a given month, will be granted one (1) day per month worked.

All sick days are to be used after notification per the Master Agreement to the bargaining unit member's supervisor to accumulate as follows:

1. Full-time employees - hours equivalent to 180 maximum days accumulation.
2. Part-time & school-term employees - hours equivalent to 90 maximum days accumulation.

- B. Upon retirement, all employees shall be paid for all unused sick days to a maximum of hours equivalent to 180 days for full-time and a maximum of hours equivalent to 90 days for part-time employees based on his/her daily rate at the time of retirement. This termination pay will not be reportable to the Office of Retirement Services as reportable compensation.

Full time employees:		Part time employees:	
60 or fewer days	30%	30 or fewer days	30%
61-119 days	40%	31-59 days	40%
120 or more days	50%	60 or more days	50%

- C. Once the employee has reached his/her maximum bank of sick leave they will be paid annually for any unused sick leave above the stated limit of 180 days-full time and 90 days part-time at the 50% rate of his/her daily rate at the end of the school year.
- D. In addition to personal illness or injury, sick leave may be utilized after notification per the Master Agreement to the bargaining unit member's supervisor for the following purposes: In cases of illness or injury to immediate family, defined as child, spouse, parent, grandchild, sister, brother or grandparent, sick leave may be used as is necessary.

In recognition of blended families, the Board recognizes the family of the employee's spouse the same as the employee's for those persons mentioned above.

In accordance with the Michigan Paid Medical Leave Act (“PMLA”), MCL 408.961 et seq., an eligible non-exempt employee may use paid sick leave for any of the following for the employee or family member:

1. Mental or physical illness, injury or health condition, including related medical diagnosis, care, treatment, or preventative medical care.
2. For a victim of domestic violence or sexual assault, any related medical care or counseling; victim services or legal services; judicial proceedings, or relocation.
3. For closure of the employee’s primary workplace by order of a public official; for an employee’s need to care for a child whose school or place of care has been closed by order of a public official; or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease.

E. Sick leave may be used in half (1/2) hour units.

F. Bereavement

1. One (1) day for bereavement leave may be used after notification per the Master Agreement to the bargaining unit member’s supervisor for the following members of the employee's family: aunt and uncle. If a need for more than one (1) day of bereavement leave is requested, additional days may be granted by the superintendent or his/her designee, but such additional days shall be charged against sick leave, merit days and/or personal days.
2. Up to three (3) consecutive workdays shall be granted after notification per the Master Agreement to the bargaining unit member’s supervisor for the death of any one of the following:
 - i. Mother, Father, Son, Daughter, Mother-in-Law, Father-in-Law, Daughter-in-Law, Son-in-Law, grandchildren, grandparents, brother, sister, husband, wife, brother-in-law, and sister-in-law.

If a need for more than three (3) days of bereavement leave is requested, additional days may be granted by the superintendent or his/her designee, but such additional days shall be charged against sick leave, merit days, and/or personal days.

3. In recognition of blended families, the Board recognizes the family of the employee’s spouse the same as the employee’s for those persons mentioned in #2 above.

G. It is the District’s responsibility to obtain substitutes for all bargaining unit members. No employee will be denied the right to utilize paid sick leave when a substitute cannot be procured nor will the member be held insubordinate for exercising the right to use paid sick leave granted in accordance with the Master Agreement.

The Superintendent’s office will ensure that a published notification of defining how an absence is to be reported will be given to each employee, no later than the first day of each school year or the date of hire, giving members the name of the supervisor the bargaining unit member is to contact about an absence, phone numbers that they may call to leave a message, and an alternate designated supervisor if the original supervisor is absent or unavailable to notify of absences.

ARTICLE THIRTEEN

INSURANCE

- A. Pursuant to the authority as set forth in the Michigan Public School Code, as amended, the Board agrees to provide the following insurance protection to all full-time, twelve (12) month employees:

FOR EMPLOYEES NEEDING HEALTH INSURANCE

Major Medical

Priority Health POS

\$500/\$1000 In-Network Deductible

\$1000/\$2000 Out-of-Network Deductible

OR

Priority Health POS HSA 100%

\$1400/\$2800 In-Network Deductible

\$2800/\$5600 Out-of-Network Deductible

OR

Priority Health POS HSA 80%

\$1400/\$2800 In-Network Deductible

\$2800/\$5600 Out-of-Network Deductible

OR

Priority Health HMO HSA

\$6350/\$12,700 Deductible

Life Insurance SET/SEG (ADN) \$5,000 AD&D

Vision VSP Vision Plan \$10/\$10 Copay Option

Dental SET/SEG (ADN) – Full Family Coverage
 100/100/100: \$1,000 Annual Maximum
 The District will self-fund Orthodontic at the exact level of the current dental/orthodontic plan with a \$2,500 maximum per covered employee and their dependents for all current employees and future employees.

For active bargaining unit members enrolled in Priority Health POS HSA as of August 1, 2017 the District will contribute an amount, which will be determined annually in order to not exceed the hard cap for insurance premiums under Senate Bill 7, Public Act 152, and be the difference between the Hard cap maximum and the annual health insurance premium, into a qualified HSA account on the first banking business day of August, November, February, May. (25/25/25/25%). If an employee would like to contribute additional funds to the HSA, up to the IRS limit, they may opt to do so through payroll deductions. New hires enrolled in the Priority Health POS HSA 80% will receive prorated district HSA contributions starting the first month of insurance eligibility. Bargaining unit members that terminate employment during the plan/benefit year will have a final summary of PA 152 compliance. Any shortfall will be adjusted with the final HSA contribution. Any overpayment to the bargaining unit member will be due to the District on the 10th day of the month following their termination date.

All HSA contributions are limited to the provisions of 2012 PA 152.

FOR EMPLOYEES NOT NEEDING HEALTH INSURANCE

Life Insurance	SET/SEG (ADN) \$5,000 AD&D
Vision	VSP Vision Plan \$10/\$10 Copay Option
Dental	SET/SEG (ADN) – Full Family Coverage 100/100/100: \$1,000 Annual Maximum The District will self-fund Orthodontic at the exact level of the current dental/orthodontic plan with a \$2,500 maximum per covered employee and their dependents for all current employees and future employees.

\$100 per month cash in lieu of health insurance. If taking cash in lieu, employee must sign a statement indicating they are receiving coverage from another insurance provider and who the provider is.

1. Insurance is the same plan summary and benefit level that the Beaverton Schools Administration and Beaverton Education Association (BEA) are receiving.
 2. The employee premium contributions will be based on the 2012 PA 152 hard cap provisions set by the State of Michigan of the insurance cost for all eligible employees. If the unit members must pay a portion of the insurance premium because of negotiated changes or requirements of law, they may pay the insurance premium through the District's Section 125 Plan.
- B. Each full-time twelve (12) month employee must elect either whether to participate in the health insurance plan or the cash in lieu plan. Insurance becomes effective August 1 through July 31 of each contractual year. Upon written application, and as set forth above, the Board shall provide for the life of the Master Agreement, health insurance appropriate to the employee's individual/family needs.
- C. In the case where both husband and wife are employees of the district and both are eligible for health insurance, only one will be provided medical health insurance while the other must elect the cash in lieu option. The cash amount shall be one hundred dollars (\$100.00) per month through a formally adopted qualified plan document which complies with Section 125 of the Internal Revenue Code. The amount of the cash payment received may be applied by the bargaining unit member to a Tax Deferred Annuity. To elect a Tax Deferred Annuity, the bargaining unit member shall enter a salary reduction agreement.
- D. All cost relating to the implementation and administration of benefits under this program shall be borne by the employer.
- E. The Board will make available to part-time employees, health insurance for those who may wish to purchase such insurance on a payroll deduction basis.
- F. Bargaining unit members who are not eligible for health insurance benefits shall be entitled to a SET/SEG (ADN) full family dental insurance and VSP full family vision insurance.

ARTICLE FOURTEEN

LEAVES OF ABSENCE

A. Unpaid Leave of Absence

1. Seniority employees shall be eligible to apply for an unpaid leave of absence for justifiable reasons.
2. If the Board grants an employee a leave of absence, the District may fill the employee's position on a temporary basis and if the employee returns to work on the date originally specified, or on another mutually approved date within said period, he/she shall be returned to his/her same position.

B. An absence of twenty-five (25) or more consecutive calendar days in a given classification entitles the highest seniority person who possesses the skills and ability to do the work in another classification to temporarily move to the other position. For absences of less than twenty-five (25) consecutive calendar days, substitutes may come from the members of the bargaining unit with selection made by the Administration on a rotating seniority basis, based on availability. Bus drivers will follow the same procedure when working in another driver position, including second runs.

C. A support staff member engaged during the work day in negotiations on behalf of the Association with any representative of the Board or participating in any grievance hearing shall be released from regular duties without loss of wages. Support staff representatives of the Association shall be released from regular duties without loss of wages for a total of five (5) days per year for the purpose of participating in area, regional or state meetings of the Michigan Education Association or other Association business. Five (5) additional days may be used by the Association provided the Board is reimbursed for all monies required by the law and the substitute's wages for these additional days provided a substitute is hired by the district to replace the employee for the days missed.

D. Disability. A seniority employee who is unable to perform his/her assigned duties because of personal illness or disability and who has exhausted all paid sick days may, at the written recommendations of a physician, be granted unpaid health leave of absence for up to six (6) months from and after the last day of paid sick leave renewable at up to six (6) month intervals for a period not to exceed twelve (12) months in total. If the Board requires a physical examination by a physician designated by the Board, the Board shall bear all expense thereof.

E. Federal Family and Medical Leave Act. -- Leave provisions of this agreement shall be construed consistent with the requirements of the Family and Medical Leave Act. Any paid insurance the employee currently receives will continue for the duration of the leave not to exceed twelve (12) weeks. Employees shall exhaust sick time as part of FMLA. Employees shall have the option to use personal and vacation days, including Merit Days, during FMLA.

F. Maternity. Maternity leave may be granted upon request to female employees up to a maximum of one (1) year, renewable at the discretion of the Board. The application for such leave shall be accompanied by a statement from the attending physician giving the anticipated date of birth and an evaluation of the health of the employee. Such leave shall commence when the employee is no longer able to adequately perform the duties to which she is regularly assigned. All accumulated sick leave with pay will be allowed for the period the employee is physically unable to perform the duties to which she is regularly assigned.

G. Jury Duty. -- The Board will pay an amount equal to the difference between the daily salary and the daily jury duty fee paid by the court for each day on which the employee reports or performs jury duty on which the

employee otherwise would have been scheduled to work. Provided a replacement cannot be found, the employee will cooperate with the administration in seeking to be excused for such service.

ARTICLE FIFTEEN

NEW JOB

- A. When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure or an existing job is changed or combined with another job to the extent that materially different skills and responsibilities are required, the Union will be notified in writing. The Board will, after written notice to the Union, assign a rate to the new or changed job, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Union. During this period, the Union may request, in writing, a meeting with the Board to review the classification. When the classification is agreed upon, it shall be applied retroactive to the first day the employee began work on the job, unless otherwise agreed to. If no written request is filed within the thirty (30) day period, the rate shall become permanent at the end of such period. If a written request is filed and no agreement is reached on the date within thirty (30) days from the date of the request, the Union may file a written grievance at Step Two of the Grievance Procedure within ten (10) days following expiration of said thirty (30) day period.

ARTICLE SIXTEEN

SEPARABILITY AND SAVING CLAUSE

- A. If any Article or Section of the Agreement, or any appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application of such Article or Section to personal circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby. Furthermore, the parties agree that either party, upon notice to the other, may request to re-open for negotiation the invalidated portion of this Agreement.

ARTICLE SEVENTEEN

GENERAL

- A. There shall be a fifteen (15) minute paid break in the first half of the shift and in the second half of the shift for each employee. The time of said break shall be determined by the building supervisor and there shall be no abuse thereof by any employee or by the Board. The time of these breaks shall be determined by their supervisor. On a daily basis, for every four (4) hours worked, the employee is entitled to one fifteen (15) break.
- B. The Union shall be permitted the use of Union bulletin board facilities. Employees shall be permitted to use existing lounge facilities.
- C. The Union's right to access to District employees during the employee's working hours shall be limited to the employee's meal period and coffee breaks. Upon the approval of the Board or the principal of the building in which an employee works, a Union representative may be permitted to meet with District employees during working hours.

- D. Travel Costs -- All union employees whose duties have been determined by the Board to require the use of their privately owned vehicle(s) shall be reimbursed at the cents per mile rate determined, announced and place in effect by District for all authorized travel when said rates are in effect.
- E. Negotiating Team -- The negotiating teams for the Union and Administration shall consist of a maximum total of six (6) members for each team plus UniServ Director.
- F. The Board reserves the right to contract with outside agents or contractors. The Board further reserves the right to contract whatever services are necessary so that the school may open and that the health and safety of the students and faculty are not placed in jeopardy.
- G. The Bargaining Unit recognized the right of the Board of Education to use student cadets in classrooms and offices; further that students may be employed in the summer months, provided they are participating in one of the federal programs available to youths (Michigan Youth Corps, CETA, Job Corp, etc.). A list of programs in which the Board is currently participating will be available at the business office.
- H. There shall be no restriction on supervisors performing work within any job classification.
- I. Uniforms – Mechanics and Maintenance – The Board will provide an allowance of \$250 annually for uniform-related items. The supervisor needs to approve purchase prior to reimbursement.
- J. Shift Premium--Custodial and Maintenance employees who are regularly assigned to work the third shift shall be paid a shift premium of thirty-five (35) cents per hour which shall not be considered a part of the employee's base wage. Maintenance employees who are regularly assigned to work the second shift shall be paid twenty (20) cents per hour which shall not be considered a part of the employee's base wage.
- K. Administrators shall not change the time sheets of employees prior to having a conversation with the employee during which time the reason(s) for the intended change(s) are discussed. Further the employee will be given the opportunity to give their rationale for the manner in which the time sheet was completed. If the supervisor anticipates disciplinary action the employee will be so advised before the meeting begins.
- L. Administration shall provide paid time, at a minimum of 2 hours, in order to complete the required Safe Schools Training or a Board approved training.

ARTICLE EIGHTEEN

JOB DUTIES AND EVALUATION

- A. An employee shall receive an appropriate job description listing the responsibilities for his/her job. Any evaluation of an employee's work performance shall be based upon said job description.
- B. Notice of evaluation or observation will be given to the employee prior to the commencement of evaluating by the employee's immediate supervisor or other regularly employed administrator of the school district. All monitoring or observation of the work of each employee shall be conducted in person and with the full knowledge of the employee.
- C. An employee's signature on the evaluation form is merely recognition of the evaluation itself and should not be construed to mean he/she agrees with the contents of the evaluation.

- D. If the employee disagrees with the evaluation he/she may submit a written response offering an explanation of his/her contention, which shall be attached to the file copy of the evaluation in question.

ARTICLE NINETEEN

TRANSPORTATION

- A. The Board shall provide, at no cost to the employee, all training, testing, and fees required by State and Federal law. This includes, but shall not be limited to:
1. Fees for renewal of Commercial Driver's License;
 2. The entry level School Bus Safety Course required by the Pupil Transportation Act.
 3. Mandatory continuing education courses as required by the Pupil Transportation Act.
 4. On-Road testing (if adopted by the State Board of Education);
 5. Any additional requirements adopted by the Board;
 6. Physical examinations; and
 7. Training provided by the Board on any new procedures required by Pupil Transportation Act.
- B. Employees shall be compensated at a minimum of one (1) hour for all time spent in training and testing activities associated with license renewal, including mandatory drug and alcohol testing, outside of their normal work hours.
- C. In the event the District permits the use of a school bus to another organization or group (as per section 65 and 67 of the Pupil Transportation Act) the bus will be driven only by bargaining unit members at the contractually negotiated rate of pay.
- D. The District may install cameras in school buses for the sole purpose of helping to improve student behavior and, accordingly, student safety on district buses. The tapes made by these cameras is for the purpose of recording student behavior and will not normally be used in driver discipline cases, with the exception of physical, or sexual abuse, or other criminal violations that need to be reported to DSS or State authorities.
- Activation of video/camera correlated with busses running and up to 30 minutes after shutdown of the bus. The driver will not be responsible for the tape, or its quality.
- E. ~~Bus drivers~~ Supervisors will be allowed to remove video hard drives from the video camera system from their bus/bus route only. The viewing of the video will have a read only program. Any recording of video or picture processing will only be done by the supervisor. Viewing the video is for the purpose of aiding the driver with student discipline issues. FERPA laws apply to all video/pictures and are not for viewing by the public at any time.
- F. If a driver chooses to remove the hard drive, it must be put back into the camera system prior to the beginning of the next route. A spare hard drive may be placed in the camera system with the supervisor's approval. All hard drives must remain at the Transportation Department.

- G. Approval must be given by the supervisor to view video, in the absence of the supervisor, approval shall be obtained by Administrative Office personnel. The office personnel will contact administration to seek the approval. Once approved the driver will be given an access key to the camera system. The key must be returned prior to the beginning of the next route.
- H. Bus drivers will not be allowed to accumulate more than two hours a week of working time viewing videos. All viewing time must be approved by the supervisor.
- I. Training, or any other assistance requested where the cost would not be prohibitive, will be provided to any driver who believes that he/she needs help in controlling the students on his/her bus. The District agrees to work with the driver to control the students, and understands that occasionally students will misbehave and it does not represent a failure on the part of the driver or paraprofessional, but is a reflection on the students.
- J. If the drivers discover any other problems with the system, the District agrees to meet with the Union to discuss such problems as soon as possible.
- K. Bus drivers who lose their regular run by taking an extra run will be paid for their regular run and any hours in excess of the regular run will be paid at the extra trip rate.
- L. Bus drivers will be provided with a key to access the transportation building, in order to use facilities, exchange bus keys if the scheduled bus is disabled or to perform other necessary work-related tasks. This key will be available for all runs or trips made outside the regular school day. The driver will check out the key in advance of the trip and return it in a timely fashion.
- M. If a driver shows up for an extra trip and the trip is cancelled, the driver shall receive two (2) hours of show-up time pay.
- N. Extra trip drivers will be reimbursed for breakfast, lunch, or dinner at an establishment of the employee's choosing if the trip is scheduled during these meal periods. See wage schedule for maximum amounts per meal.
- O. At the end of the school year, drivers will be given up to eight (8) hours of compensation for time preparing and cleaning buses for summer storage.

ARTICLE TWENTY

PARAPROFESSIONALS

- A. Paraprofessionals must comply with all state and federal requirements
 - 1. If a paraprofessional has been determined by another school district or by the Michigan Department of Education as meeting the requirements of 20 USC 6319(c), then he/she shall be considered by this school district as meeting the requirements of 20 USC 6319(c).
- B. The District will assist potential paraprofessionals who must become "highly qualified" by reimbursement of fees paid to take tests approved by the State of Michigan to meet the requirement of 20 USC 6319(c). The reimbursement shall be 100% of the fees the first time testing and 50% of the fees for the second time testing.

- C. An employee subject to the requirements of 20 USC 6319(c) who does not meet the requirements by the deadline established by law shall be subject to layoff in accordance with Article Eight, "Layoffs."
- D. If the District provides Professional Development for the paraprofessionals, it will be meaningful and relevant to the job duties of the paraprofessional staff. If no professional development is scheduled for professional development days, with principal(s) approval, bargaining unit member may be allowed to stay and work on-site doing various paraprofessional duties and will be paid for the agreed upon hours. Regardless of building assignment, the District will be consistent with the assignment for all paraprofessionals on these days.

ARTICLE TWENTY-ONE

DURATION OF CONTRACT

This Agreement shall be in full force and effect from July 1, 2020, and shall continue in full force and effect without re-opening until June 30, 2021.

Vote for Board ratification will take place no later than at the next regular school board meeting after a tentative agreement has been reached. Union vote for ratification will take place no later than two weeks after a tentative agreement has been reached. Signatures by both parties will be immediate upon ratification date.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed.

BOARD OF EDUCATION

Date
President

Date
Secretary

Date
Negotiation Representative

Date
Negotiation Representative

Date
Negotiation Representative

Date
Negotiation Representative

BEAVERTON EDUCATION SUPPORT PERSONNEL ASSOCIATION

Date
President

Date
Vice President

APPENDIX A
Extra Trips - Compensation Rates

If a driver shows up for an extra trip and the trip is canceled, the driver will be paid extra trip rate show-up time.

Extra Trip Rate

Hourly Rate \$13.00

For Extra Trip meal allowance to be paid, the trip must be at least 3.5 hours in duration. For each 3.5 hours of trip, 1 meal will be reimbursed at a rate of up to \$10.00 (with itemized receipts).

WAGE SCHEDULE

Classification	2009-2012 Prior Classifications	2020-2021 Current Classifications
Maintenance		\$15.26
Playground Aides		\$11.32
Mechanic I		\$11.96
Mechanic II		\$14.09
Mechanic III		\$15.00
Mechanic IV		\$16.60
Mechanic V		\$18.52
Paraprofessional		\$12.04
Secretary		\$15.07
Mechanic Helper	\$9.06	
Food Service Helper	\$10.99	
Food Service Custodian	\$11.17	
Maintenance Helper	\$11.75	
	\$12.89	

WAGE SCHEDULE
Bus Drivers
Bus Drivers Daily Rate

<u>Mileage</u>	<u>2020-2021</u>
0 - 25	\$51.42
25.1 - 30	\$52.61
30.1 - 35	\$53.81
35.1 - 40	\$55.20
40.1 - 45	\$56.20
45.1 - 50	\$57.40
50.1 - 55	\$58.58
55.1 - 60	\$59.78
60.1 - 65	\$60.96
65.1 - 70	\$62.16
70.1 - 75	\$63.35
75.1 - 80	\$64.55
80.1 - 85	\$65.75
85.1 - 90	\$66.94
90.1 - 95	\$68.14
95.1 - 100	\$69.33
100.1 - 105	\$70.53
105.1 - 110	\$71.73
110.1 - 115	\$72.92
115.1 - 120	\$74.12
120.1 - 125	\$75.31
125.1 - 130	\$76.51
130.1 - 135	\$77.69
135.1 - 140	\$78.89
140.1 - 145	\$80.09
145.1 - 150	\$81.28
150.1 - 155	\$82.48
155.1 - 160	\$83.67
160.1 - 165	\$84.87
165.1 - 170	\$86.07
170.1 - 175	\$87.26
175.1 - 180	\$88.46

Regular routes that are less than five (5) days per week will be paid at the daily mileage rate according to the wage schedule listed above.

Secretaries who have been assigned and agree to serve as the "Scheduler", when substitute employees are needed shall be compensated as follows:

<u>Position</u>	<u>2020-2021 Rate</u>
High School Secretary	\$580.00 per year
Elementary Building Secretary	\$580.00 per year

APPENDIX B – Page 2

BEAVERTON E.S.P.A. - GRIEVANCE REPORT FORM

Grievance # _____ *Beaverton School District*

Level III

1. Date received by Superintendent or designee: _____

2. Disposition of Superintendent or designee: _____

_____/_____
Signature Date

3. Position of Grievant and/or Association: _____

_____/_____
Signature Date

Level IV

1. Date received by Board of Education/designee: _____

2. Disposition by Board: _____

_____/_____
Signature Date

Level V

1. Date submitted to arbitrator: _____

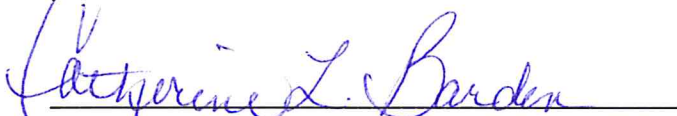
2. Disposition by arbitrator: _____

_____/_____
Signature Date

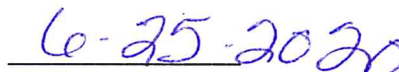
**Tentative Agreement
between the
Beaverton Educational Support Personnel /MEA/NEA ("Association")
and the
Beaverton School District ("District")**

Date: Jun 25, 2020 @2:11pm

Beaverton Schools and the Beaverton Educational Support Personnel Association (BESPA) agree to a tentative agreement on the collective bargaining agreement (CBA) pending ratification from both parties.




(For the Association)



(date)



(For the District)



(date)