

AGREEMENT

between

Board of Education

Beecher School District

and

Beecher Secretarial/Clerical/Aides Unit/MEA/NEA



Beecher School District

Flint, Michigan

1994-1999

REVISED 12/19/97

Beecher School

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AGREEMENT

Entered into this 5th day of April, 1995 but effective ~~from and after~~ July 1, 1994 ^{to June 30, 1999} by and between the Beecher School District, Board of Education, hereinafter referred to as the "Board" and the Beecher Secretarial/Clerical/Aides Unit MEA/NEA, hereinafter referred to as the "Union".

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, as amended FOR all personnel engaged in secretarial, clerical, financial support, non certified instructional support and instructional aide work but excluding the executive secretary to the superintendent, administrative aide for personnel, supervisory and executive personnel, 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.

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- D. All Union dues and/or initiation fees of the employees who authorize such deductions shall be deducted from the employee's second pay monthly by the Board and remitted to the duly authorized representative of the Union within ten (10) days. It shall be the responsibility of the Union to designate to whom such remittances shall be made, also to certify the amount of any deduction over and above regular monthly dues. The Board shall furnish, in writing to the Union, the employee's name, date of hire, home address, school assignment and social security number within ten (10) work days of the hire of the employee. The Board shall notify the Union in writing of the names and dates of employees who have quit, and begun or ended a layoff or leave of absence.

ARTICLE II

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 ~~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 III

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 present a representative of the Union 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 IV

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. A representative of the Michigan Education Association may enter the grievance procedure at Paragraph D and/or the following steps of the grievance procedure, in addition to the Chairperson, Union Representative, witnesses and aggrieved party.
- I. 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.
- J. 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.

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ARTICLE V

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 VI

COMPENSATION

- A. The compensation of employees covered by this Agreement are 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.
- ~~B~~^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

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employees will be WFDF, WDZZ and channel 12. 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 select to receive their pay in twenty one (21) or twenty-six (26) pays. All other employees may select to receive their pay in twenty-three (23) or twenty-six (26) pays. 52 week secretaries receive 26 pays.

ARTICLE VII

ORIENTATION/CONFERENCES (SECRETARIAL/CLERICAL ONLY)

- A. A maximum of four (4) secretaries may be released from regular duties without loss of salary with prior approval from the Superintendent or his/her designee, whose approval shall not be unreasonably withheld, one (1) day each semester for the purpose of participating in secretary conferences or workshops. A secretary may elect to work or attend said meetings.
- B. Prior to the fourth week of school, an orientation for secretaries/clerks shall be presented by Central Office. This orientation will be mutually planned by the Union and Administration. It may be presented prior to the arrival of students.
- C. Central office and the union will jointly plan an annual employee skills development program, including but not limited to use of computers, word processors, and spreadsheets, specific content, timing, employee involvement and investment requirements will be mutually agreed upon by administration and the union.

ARTICLE VIII

HOLIDAYS

1. SECRETARIAL/CLERICAL

The following legal holidays shall be observed providing school is not in session, and school secretaries are not required to report with the full understanding there will be no loss of pay. Holidays falling on Saturday will be celebrated on Friday and holidays falling on Sunday will be celebrated on Monday. The following holidays shall be observed for the duration of this Agreement: Labor Day, July 4th, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve, Christmas Day, New Years Day, Good Friday, Memorial Day, New Years Eve, the scheduled Martin Luther King Day and five (5) additional Christmas holidays (to be taken during Christmas recess) ~~and one (1) floating holiday~~. The employee must be scheduled to work in the week containing the

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4th of July 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) vacation day, personal day or option to work 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 two (2) vacation days, personal days, or option to work in order that the employee does not receive a reduction in salary.

2. AIDES/FAMILY SERVICE WORKERS

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 one (1) floating holiday~~. (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 IX

HOURS OF WORK

1. SECRETARIAL/CLERICAL

A. The normal work day shall be 7-1/4 hours per day. The normal work week shall be 36-1/4 hours per week, Monday through Friday, beginning at required time in each building with one-half (1/2) hour lunch period allowed to be taken away from the desk at a time suitable to the immediate supervisor. Lunch time shall not be used at the beginning or end of the work day. A daily work schedule shall be provided to each employee prior to the beginning of each school year. Said schedule may be changed by providing five (5) working days' notice to the employee, the Union and the Personnel Office, except in the case of an emergency. Level II Secretary to the Principal/Building Administrator shall have an eight (8) hour work day unless mutually agreed upon by both the secretary and the Principal/Building Administrator. The option for all other Level II Secretarial employees to work an eight (8) hour work day shall be dependent on a

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collaborative decision-making process involving the bargaining unit employee, Principal/Building Administrator and the individual building's school improvement team.

- B. Secretarial positions demanding work beyond forty-two (42) weeks are to be filled through the immediate supervisor. If the regular secretary does not wish to work and there is mutual agreement between supervisor and secretary, the job shall be filled by a bargaining unit secretary with said job qualifications whose job does not require summer work, and at their regular rate of pay. An attempt will be made to distribute work on an equitable basis.
- C. The Board recognizes the principle of a standard 36-1/4 hour work week, in addition to the principle of a standard 40 hour work week and will set work schedules and make work assignments which can reasonably be completed within such standard work week. However, in the event overtime might be necessary, the following shall apply:
1. All extra work will be offered first to the employee in the position and then to other members of the department/building familiar with the work. If the offer is refused the work shall be offered to other bargaining unit members qualified to perform the work according to seniority.
 2. Bargaining unit members will provide advance notice to the union president of their availability to work during the Christmas and Spring breaks. In the event that the 52 week employee is unavailable to work, the bargaining unit will assume the responsibility of notification to the personnel department of a bargaining unit member based on their qualifications and seniority to perform the work assignment.
 3. Leave days will not be permitted for use by bargaining unit members during any posted summer work assignments-nor should sick days be accrued during any posted summer work assignments.
 - 2⁴. Time and one-half (1-1/2) shall be paid for all work performed in excess of forty (40) hours per week.
 - 3⁵. Time and one-half (1-1/2) shall be paid for all work performed on Saturday.
 - 4⁶. Double time (2) shall be paid for all work performed on Sunday and holidays, in addition to the 7-1/4 hours as specified in Article V, Section B.
 - 5⁷. Any employee called to work on Saturday, Sunday or holidays shall receive a minimum of four (4) hours pay.
- D. Secretaries will be provided a fifteen (15) minute relief time in the morning and in the afternoon away from their jobs. When a secretary is asked to work during her relief time,

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this amount of time can be exchanged for compensatory time, prior to the end of the next payroll period, with the permission of his/her immediate supervisor. Relief time shall not be used at the beginning or end of the work day.

- E. When a secretary finds it necessary to be absent from his/her job, he/she shall call the personnel substitute call number reporting his/her absence by 6:30 a.m.
- F. When additional help is deemed necessary by an immediate supervisor, sufficient help shall be made available.

2. 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.

ARTICLE X

SENIORITY

1. SECRETARIAL/CLERICAL/FAMILY SERVICE WORKERS

- A. Seniority shall be defined as all non-terminated years of employment in the bargaining unit from the employee's first date of hire. 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.
 - 1. First day of hire shall be as defined in Article X-B or ARTICLE XIII-D
 - 2. Seniority rights shall be lost and the employee shall be removed from the seniority list for the following reasons:
 - a. Employee quits.
 - b. Employee is discharged for just cause.

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- c. Employee is laid off for a continuous period equal to the seniority the employee had acquired at the time of such layoff.
 - d. A laid-off employee fails to return to work within five (5) working days when recalled, after notification to the employee's last known address.
 - e. The employee is absent for five (5) consecutive working days without notification, except in case of emergency.
3. Disciplinary suspensions occurring after the ratification date of this contract shall not accumulate seniority during said suspension.
- B. New employees shall be required to work on probation for a period not to exceed sixty (60) working days following his/her Board approval date, after which their seniority shall be as of the date of 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 1 of each year.
- D. An employee who elects to move to a position outside the bargaining unit shall continue to accumulate seniority for a period of one (1) year after the move. Thereafter he/she shall not accumulate seniority and shall retain his/her seniority for a period not to exceed the amount of frozen seniority. Said employee retains a right to return to the bargaining unit subject to the following:
- 1. During the first year in said position the employee may elect to return to his/her former classification or the Board may elect to return the employee to his/her former classification.
 - 2. After one year in said position the employee may elect to return to the bargaining unit and exercise his/her seniority to claim a vacant position.
 - 3. After one year, should the Board eliminate said position, the employee may return to the bargaining unit by bumping the lowest seniority employee in his/her former classification or a lower classification as seniority allows.
 - 4. Should an employee choose to return to the bargaining unit after a period of time that is greater than his/her frozen seniority, said employee shall be able to claim a vacant position after all seniority employees have had opportunity to bid. Said employee's seniority shall commence as of the first day of return to the bargaining unit. Frozen seniority and benefits shall be lost.
- E. There shall be separate seniority list for ^{each classification}, secretary/clerical positions, ^{teacher} aides/ ~~and~~ family service workers.

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F. A part-time employee is an employee who is hired to work less than the normal work day or less than the normal work week. A part-time employee shall attain seniority after completing a probationary period of ninety (90) working days within a six (6) month period.

2. 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.

A.^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 hire. Probationary employees shall not be eligible for fringe benefits.

B.^C All seniority employees shall be included on a seniority list provided by the Board and sent to bargaining unit members by November 1 of each year.

C.^D Seniority of an employee shall continue while he is absent due to an injury covered by Worker's Compensation Insurance.

D.^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.

E.^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 bump 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.

F.^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 CALENDAR (90) days.

G.^H Seniority shall be terminated for the following reasons:

1. The employee quits.
2. The employee is discharged.
3. The employee retires.

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- 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.

H.¹. 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 seniority.

I.^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.

J.^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.

K.^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 X, Leaves of Absence, of this Agreement.

ARTICLE XI

LAYOFF AND RECALL

1. SECRETARIAL/CLERICAL

A. In a reduction in force, employees will be laid off in line with their seniority beginning with the employee having the least seniority. ~~Employees in Classification IV, when reduced from their Classification, will have the option of bumping into Classification III, seniority and qualifications permitting, failing to have sufficient seniority to displace an employee in Classification III, the employee may, seniority and qualifications permitting, displace the lowest seniority employee in Classification II.~~ Employees in Classification III, when reduced from their classification, will have the option of bumping into Classification II, seniority and qualifications permitting ~~Failing to have sufficient seniority to displace an employee in Classification II, the employee may, seniority and qualifications permitting, displace the lowest seniority employee in Classification I, or may elect to accept the layoff.~~ Employees in Classification II who are being reduced

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from their classification may elect to ~~displace the lowest seniority employee in Classification I.~~ accept a position within the teacher aides/family service worker classification, only in the instance that a teacher aide/fsw position is available and the action will not result in the reduction or elimination of a position of an existing teacher aide/family service worker, or may elect to accept the layoff. Employees will be recalled from layoff to reverse seniority order, beginning with the laid off employee with the highest seniority and qualifications. Employees who elect to bump into lower-rated classifications rather than accept a layoff shall be given the opportunity to return to their original classification in line with seniority and qualifications as openings occur. Employees shall receive ten (10) calendar days prior written notice of layoff or elimination of position. A laid off seniority employee shall be given the opportunity to qualify for any vacancy providing no employee in that classification with greater seniority is laid off. A ten (10) working day trial period as outlined in Article XII-1., E above may be required. There shall be no reduction of employees without prior discussion with the Union.

- B. Laid off employees shall be employed by seniority and qualifications when a temporary vacancy is known to exist for five (5) or more consecutive days in the same position and will receive union scale wages. Laid off employees will notify the Board of their availability to fill temporary vacancies.
- C. The Board shall notify the Union of any proposed reduction in hours, proposed layoff or elimination of position, ten (10) calendar days prior to the effective date of the change. In the event of a teacher strike, twenty (20) hours notice of a change in work schedule shall be required.

2. AIDES/FAMILY SERVICE WORKERS

- A. Layoff will occur beginning with the lowest seniority employee provided there are 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 is controlled by article XII-3, A & B.

ARTICLE XII

VACANCIES AND TRANSFERS

1. SECRETARIAL/CLERICAL/FAMILY SERVICE WORKERS

- A. A vacancy shall be defined as a position which is unfilled for any reason subject to the following conditions:
1. Should the Board have written documentation an employee will be on leave for more than ninety (90) calendar days, said position shall be considered a vacancy.
 2. Should an employee provide written documentation to the Board that they will be on leave less than ninety (90) calendar days, said position need not be considered a vacancy. Should said leave be extended to more than ninety (90) calendar days, said position shall be considered a vacancy.
 3. The Board and the Union may mutually agree to post a position which is vacant for less than ninety (90) calendar days.
- B. Whenever any vacancy or newly created job opportunity in any secretarial or clerical position in the District shall occur, the Board shall immediately post the same by giving , in writing, a notice of such position or vacancy to the Union. The board and the union may mutually agree to delay the posting of a vacant position and allow for the work to be performed by a substitute or temporary employee. If a position is not posted within seven (7) working days of the position being vacated by the incumbent or within seven (7) working days of the approval of a new position, The board shall not be allowed to use temporary or substitute employee to perform the work. No vacancy shall be filled, except in case of an emergency and on a temporary basis, until such vacancy shall have been posted for at least ten (10) working days. The Board shall have fifteen (15) working days from the closing of the posting to consider and notify applicants from within the bargaining unit. If a bargaining unit member is not selected the board shall have thirty (30) working days following the closing of the posting for testing and notification of external applicants and filling of the vacancy. When a vacancy occurs, said vacancy shall be awarded on the basis of unit-wide seniority and qualifications to perform the work available. If a vacancy should occur during the time school is not in session, the Board shall not fill the vacancy until the Union has been given written notification. Such vacancy shall not be filled except in the case of an emergency and on a temporary basis until ten (10) days after school convenes in the fall.
- C. The Board shall meet with the Union and discuss any proposed changes in job qualifications, descriptions and responsibilities prior to the change. A job description will be provided to each member of the bargaining unit. Said job description will be updated at least once every three years. The Board shall meet with the Union to negotiate any proposed changes in job classifications prior to the proposed change.

- D. Should a position become vacant and the job description has not been updated as contractually stipulated, the position shall be posted and filled using the current job description.
- E. If a secretary elects to move to another position within the school district, she shall be paid at the new classification after ten (10) working days. In the event the employee fails to qualify, she shall be returned to her former job, etc.
- F. Since the frequent transfer of secretaries from one school to another is disruptive of effective administration and interferes with optimum secretarial performance, the parties agree that such transfers of secretaries are to be minimized and avoided whenever possible.
- G. In the event that transfers of secretaries appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Section B above.
- H. The Board agrees that any test(s) used in the selection process for any bargaining unit position shall reasonably reflect the entry level skills and/or knowledge required for said position. Any such test(s) shall be administered by the Personnel Office. The scores of any test(s) taken by an employee will be shared with the employee on request. Employees will not be required to test for a lateral transfer unless the requested position requires skills not used in the employees present position.

2. 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.

3. SECRETARIAL/CLERICAL/AIDES/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 XIII

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 XIV

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VIDEO TERMINALS AND WORK CALENDARS
(SECRETARIAL/CLERICAL ONLY)

- A. The work assignments of unit members who operate video display terminals shall be varied so as not to exceed fifty (50) minutes per hour to assigned video terminal tasks.
- B. Secretaries shall receive work calendar/s for the following school years/s.

ARTICLE XV

RESIGNATION

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

ARTICLE XVI

LEAVE PAY

SECRETARIAL/CLERICAL

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

Up to 43 calendar weeks	10 days
44 to 48 calendar weeks	11 days
49 to 52 calendar weeks	12 days

- B. ~~Sick leave day shall be credited on July 1 of each year.~~ 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.

- C. ~~ADDITIONAL DAYS EARNED BY WORKING IN A SINGLE ASSIGNMENT OF AT LEAST FOUR (4) WEEKS OR MORE SHALL BE CREDITED BY AUGUST 31.~~

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. ~~at the beginning of the~~

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~~school year, commencing 9-1-90, 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. Aides who work during July and August will receive two (2) additional days.~~

~~B. TO EARN DAYS DURING THE SUMMER MONTHS THE EMPLOYEE MUST WORK A MAJOR PORTION OF A MONTH OR AT LEAST ONE MONTH. DAYS EARNED DURING THE SUMMER SHALL BE CREDITED BY AUGUST 31.~~

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 XVII

LEAVE OF ABSENCE

1. SECRETARIAL/CLERICAL

- A. Any secretary whose personal illness extends beyond the period compensated under Article XII shall be granted a leave of absence without pay for such illness, except if the employee qualifies for LTD as provided in Article XVII, A. 3., with a medical statement, up to a maximum of one (1) year. Upon return from a leave, a secretary shall be assigned to the same position, seniority permitting, provided said leave does not exceed one year. Should said leave exceed one year the secretary shall replace the lowest seniority

employee within said employee's classification, seniority and qualifications permitting. A ten working day trial as outlined in Article VIII-E may be required if the return is to a new position. The changes above are not retroactive and do not apply to employees currently on leave. Two (2) weeks 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 secretary'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 XV, Section A.
 2. When emergency illness within the home requires a secretary to make arrangements for necessary medical or nursing care.
- C. Leaves of absence with pay not chargeable against the secretary'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 secretarial 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.
- E. A leave of absence 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.

- 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.

2. AIDES

A. MEDICAL LEAVE

An aide whose personal illness extends beyond the period compensated under Article X shall be granted a leave of absence, without pay, for such illness. Seniority shall accumulate for a maximum of ninety (90) days. Return from a leave of one year or less shall be to the employee's same position, seniority permitting. Return from leave after one year shall be to the position held by the employee with the lowest seniority in the unit provided he/she is qualified for said position.

B. EDUCATION LEAVE

Upon written application by the employee to the board, an education leave of up to one year may be granted. In order to qualify for an education leave the employee must be enrolled in a full-time program as defined by the institution. Return from said leave shall be to the employee's previous position, seniority permitting. If said position is unavailable the employee will return to the position held by the lowest seniority employee provided he/she is qualified for said position.

C. UNPAID LEAVES

Upon written application by the employee to the Board, a leave of absence for justifiable reasons may be granted. Said leave shall not exceed twelve (12) months. An additional twelve months may be granted at the Board's discretion. Return from said leave within sixty (60) days or less shall be to the same position. Return from said leave after sixty (60) days shall be to the position held by the employee with the lowest seniority in the unit provided he/she is qualified for said position.

D. OTHER EMPLOYMENT

A leave of absence 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.

E. MILITARY LEAVES

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.

F. 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.

G. RELEASE TIME FOR UNION ACTIVITY

1. Upon written request by an authorized office of the Union, the Board will authorize a member of the Union and the President of the Local, if he is an employee of the Board, to be absent from his job without pay not to exceed five (5) consecutive working days for the purpose of handling Union business. Further, the Board upon such written notice will authorize not to exceed one (1) employee who has been elected to a convention of the Union to be absent without pay from his job for not more than (10) regular work days for the purpose of attending such convention, providing the following conditions are met.
 - a. A written request for such leave must be submitted to the Assistant Superintendent for Personnel at least forty-eight (48) hours in advance except for emergencies.
 - b. Only two (2) employees shall be granted a leave of absence at any one time.

ARTICLE XVIII

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) weeks notice is given the Board and shall be returned to the same position, if available, or a substantially equivalent job.

Draft

ARTICLE XIX

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 XX

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. 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 shall be granted one-half (1/2) day with pay for the purpose of attending funerals of other relatives or close friends, with approval of their supervisor.

ARTICLE XXI

EVALUATION

- A.. The work performance of all employees shall be evaluated annually by their immediate supervisor. The evaluations shall follow this schedule:
 - 1. Evaluation shall take place on or before December 1st or within sixty (60) working days of initial employment.
 - 2. The BSTAU/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.
 - 2.³. 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. The immediate supervisor shall schedule a conference to discuss the evaluation with the employee who shall be given a copy of the written evaluation.

Draft

ARTICLE XXII

INSURANCE PROTECTION

1. SECRETARIAL/CLERICAL

A. The Board shall provide each seniority employee with the following insurance plans.

1. Full family MESSA ^{Supercare 1} ~~CARE 1~~ and ^{effective January 1, 1998 a} ~~the~~ ^{Five Dollar (\$5.00)} ~~two dollar (\$2.00)~~ deductible drug program rider for all employees.

a. ~~In lieu of health insurance employees will be provided a monthly contribution of ONE HUNDRED FIVE (\$105.00) to the annuity of his/her choice from the list of approved carriers EFFECTIVE JULY 1, 1994. Said contribution shall increase to ONE HUNDRED TEN (\$110.00) on July 1, 1998.~~ ^{Effective July 1, 1997, In lieu of health insurance, employees will be provided a monthly cash contribution of One Hundred Five (\$105.00) Dollars. The employee has the option to choose an annuity of his/her choice from a list of approved carriers. Effective July 1, 1998 this amount shall change to One Hundred Ten (\$110.00) Dollars.}

2. Twenty-five thousand dollars (\$25,000) in life insurance protection, with accidental death and dismemberment, shall be paid to the employee's designated beneficiary upon death of the employee. Effective July 1, 1995 the amount of life insurance coverage shall be increased to Thirty thousand dollars (\$30,000) with AD&D.

3. 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.

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4. 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%.
 5. The Board shall provide MESSA VSP-3 Vision Care to all employees and his/her eligible dependents.
 6. The employer's obligation to provide its bargaining unit employees with the insurance benefits provisions provided in Sections 1-5 above by paying the premiums on them shall continue for a period of ~~ten (10) months~~ ^{six (6) months} after an employee who has been placed on a ^{paid} sick leave of absence ^{and} has exhausted ~~his~~ ^{the paid health benefits of Twenty-four (24) months provided by the insurance carrier for a total coverage of Thirty (30) Months.} ~~unused sick leave days and any earned, but unused vacation days.~~ The employer's ^{six (6) month} ~~ten (10) month~~ limitation on its obligation to provide the employee with the insurance coverages^(s) set forth in Sections 1-5 above shall only begin to run after the employee on the ^{paid} sick leave of absence and has exhausted his or her unused sick leave days and earned, but unused vacation days.
- B. A seniority part-time employee shall receive all benefits of this Agreement on a pro-rated basis for time worked computed to the nearest twenty-five (25%) percent or major fraction thereof.

2. AIDES/FAMILY SERVICE WORKERS

- A. The Board shall provide each full-time permanent employee and part-time permanent employee (three (3) hours or more on a regular basis shall be pro-rated) with the following insurance plans effective as of the first of the month following their first full month in which they acquire seniority with the Board, in accordance with the procedures of the insurance carriers.
1. Full Family MESSA SuperCare 1 and Effective January 1, 1998 a Five (\$5.00) Dollar deductible drug program rider for all employees. ~~MESSA 250/20 PLAN Limited full family health insurance. Effective JULY 1, 1996 this program shall change to the MESSA 250/20 plan SUPERCARE 1.~~
 - a. ~~EFFECTIVE JULY 1, 1994, in lieu of health insurance, employees will be provided a monthly contribution of fifty dollars (\$50.00) NINETY (\$90.00) to the annuity of his/her choice from the list of approved carriers. This amount shall change to seventy five dollars (\$75.00) NINETY FIVE (\$95.00) effective July 1, 1995 and eighty five dollars (\$85.00) ONE HUNDRED (\$100.00) effective July 1, 1996 AND ONE HUNDRED FIVE (\$105.00) EFFECTIVE JULY 1, 1997. AND ONE HUNDRED TEN (\$110.00) EFFECTIVE JULY 1,~~

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~~1998~~. Effective July 1, 1997, In lieu of health insurance, employees will be provided a monthly cash contribution of One Hundred Five (\$105.00) Dollars. The employee has the option to choose an annuity of his/her choice from a list of approved carriers. Effective July 1, 1998 this amount shall change to One Hundred Ten (\$110.00) Dollars.

2. Life Insurance

The Board shall provide a term life insurance policy, including double indemnity in the event of accidental death, to the employee's beneficiary as specified on such policy in the amount of ~~TWENTY FIVE (\$25,000) Dollars.~~ This amount shall change to thirty thousand ^(\$30,000.) dollars effective July 1, 1995.

3. Long Term Disability Insurance

The Board shall provide Long Term Disability Insurance for each employee. Benefits shall commence after thirty (30) calendar days and shall continue at sixty-six and two-thirds (66 2/3%) percent to age sixty-five (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 (\$5,000.00) dollars.
- c. Two (2) 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

4. Dental Insurance

Eligible employees shall receive a 80/80/50 Dental Insurance program. Effective July 1, 1996, this coverage shall change to 80/80/60.

6.⁵ Eligible employees shall receive MESSA VSP #2 Vision Insurance for self and immediate family members effective July 1, 1994, and effective July 1 1996 shall receive VSP #3 Vision Insurance.

6. The employer's obligation to provide its bargaining unit employees with the insurance benefits provisions provided in Sections 1-5 above by paying the premiums on them shall continue for a period of two (2) months after an employee who has been placed on a paid sick leave of absence and has exhausted the paid

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health benefits of twenty-four (24) months provided by the insurance carrier for a total coverage of twenty-six (26) months. The employer's two (2) month limitation on its obligation to provide the employee with the insurance coverage(s) set forth in Sections 1-5 above shall only begin to run after the employee on the paid sick leave of absence and has exhausted his or her unused sick leave days.

~~The Board shall not pay premiums on the above insurance plans beyond the second month after an employee goes on an approved unpaid leave of absence.~~

ARTICLE XXIII

LONGEVITY

- A. After an employee has served in the Beecher School District eleven (11) years, he/she will receive a longevity payment of three (3%) percent of the current base salary. Thereafter, for each additional FOUR (4) years of service, he/she will receive an additional longevity payment of three (3) percent of the current base salary. Effective July 1, 1997 each additional three (3) years of service shall receive an additional payment of three (3%) 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 should the employee return 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.
- C. Employees hired after January 16, 1991 shall qualify for a longevity payment of three (3%) percent of the current base salary after eleven (11) years of service in the bargaining unit. Thereafter, for each additional four (4) years of service in the bargaining unit, the employee will receive an additional longevity payment of three (3%) percent of the current base salary. Effective July 1, 1997, each additional three (3) years of service shall receive an additional 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 should the employee return to the bargaining unit.

ARTICLE XXIV

VACATIONS

(SECRETARIAL/CLERICAL ONLY)

- A. A secretary 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, 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. Secretaries 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.
- 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 XXV

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 XXVI

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.

SECRETARIAL/CLERICAL ONLY

- K. Under normal circumstances, secretaries shall not be required to assume responsibility for student discipline in absence of the Principal. However, extenuating circumstances may require a secretary to assist him with student discipline on an emergency basis.
- L. No secretary shall be required to do clerical work for teachers unless designated by her immediate supervisor.

AIDES ONLY

- M. A bulletin board will be provided in the office area of each school for the use of the Union posting notices of bonafide Union activities only. In no case shall ~~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~~^{inter}-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 work day 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 XXVII

ADMINISTRATION OF MEDICINE

A. Definition

Fur 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 XXVIII

DURATION

This agreement shall be effective as of July 1, 1994 and remain in full force and effect until June 30, 1999 subject to the following:

1. DENTAL Insurance Protection, HOLIDAYS and Salary Schedules for the 1997-99 contract years shall be open for negotiations prior to July 1, 1997. Should the parties not reach agreement prior to October 30, 1997 either party may declare the contract expired and demand the entire contract to be reopened.
2. Either party may open negotiations with respect to a successor agreement sixty (60) days prior to the expiration date of this agreement.

BEECHER BOARD OF EDUCATION

BEECHER SECRETARIAL/CLERICAL/
AIDES UNIT/MEA/NEA

President

President

Vice-President

Bargaining team member

Secretary

Bargaining team member

Treasurer

Bargaining team member

Trustee

Bargaining team member

Trustee

Bargaining team member

Trustee

Bargaining team member

**SCHEDULE A
SECRETARIES**

**SALARY SCHEDULE/CLASSIFICATIONS
Rate Per Hour**

1994-95

EFFECTIVE JULY 1, 1994 - JUNE 30, 1995

EXPERIENCE	I	II	III
New Hire	326.51	339.33	352.11
1 YEAR	340.67	353.50	366.27
2 YEARS	354.84	367.66	380.43
3 YEARS	369.00	381.82	394.59
4 YEARS	383.16	395.98	408.76
5 YEARS	397.32	410.15	422.92
6 YEARS	405.25	418.08	430.85
7 YEARS	413.18	426.01	438.78
8 YEARS	421.12	433.94	446.71
9 YEARS	429.08	441.87	454.64
10 YEARS	436.98	449.80	462.57

**FINANCIAL SUPPORT ASSOCIATE
1994-95**

EXPERIENCE	IV
Base Pay	\$462.09
Step 1	\$474.83
Step 2	\$488.22
Step 3	\$501.61

Draft

- 1995-96: COST OF LIVING USING THE DETROIT INDEX FOR ALL URBAN CONSUMERS OF APRIL. MINIMUM INCREASE OF 2%, MAXIMUM INCREASE OF 5%.
- 1996-97: COST OF LIVING USING THE DETROIT INDEX FOR ALL URBAN CONSUMERS OF APRIL. MINIMUM INCREASE OF 2%, MAXIMUM INCREASE OF 5%.
- REOPEN NEGOTIATIONS FOR DENTAL, HOLIDAYS AND ALL SALARIES FOR 1997-98 AND 1998-99.
- 1998-99 All BSTAU/MEA/NEA Salary increases will be calculated according to the Two(2) year Formula per the BEA Teacher Contract.

THE FOLLOWING IS EFFECTIVE FOR FINANCIAL SUPPORT ASSOCIATES IN 1994-95.

EFFECTIVE JULY 1, 1995 ALL SECRETARIES/CLERKS SHALL RECEIVE ANNUALLY FOR HOLDING DEGREES IN ACCEPTABLE PROGRAMS AT AN ACCREDITED JUNIOR COLLEGE, COLLEGE OR UNIVERSITY:

*ASSOCIATE DEGREE	\$ 500.00
BACHELOR DEGREE	\$1,000.00

ACCEPTABLE PROGRAMS ARE:

- | | |
|------------------|---------------------------------------|
| ACCOUNTING | CLERICAL/SECRETARIAL/OFFICE MANAGEMEN |
| WORD PROCESSING | BUSINESS MANAGEMENT |
| COMPUTER SCIENCE | FINANCE |

*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:

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

SCHEDULE A (1)
SECRETARIES
SALARY SCHEDULE/CLASSIFICATIONS
Rate Per Hour
1995-96
EFFECTIVE JULY 1, 1994 - JUNE 30, 1995
SEVEN AND 1/4 HOUR DAYS

EXPERIENCE	I	II	III
New Hire	339.24	352.56	365.84
1 YEAR	353.96	367.29	380.55
2 YEARS	368.68	382.00	395.27
3 YEARS	383.39	396.71	409.98
4 YEARS	398.10	411.42	424.70
5 YEARS	412.82	426.15	439.41
6 YEARS	421.05	434.39	447.65
7 YEARS	429.29	442.62	455.89
8 YEARS	437.54	450.86	464.13
9 YEARS	445.81	459.10	472.37
10 YEARS	454.02	467.34	480.61

LONGEVITY BEGINS AFTER ELEVEN (11) YEARS OF SERVICE, 3% OF BASE RATE EVERY FOUR (4) YEARS.

SECRETARIES
SALARY SCHEDULE/CLASSIFICATIONS
Rate Per Hour
1995-96
EFFECTIVE JULY 1, 1995 - JUNE 30, 1996
EIGHT HOUR DAYS

EXPERIENCE	I	II	III	IV
New Hire	374.34	389.04	403.69	529.78
1 YEAR	390.57	405.28	419.92	544.38
2 YEARS	406.82	421.52	436.16	559.74
3 YEARS	423.05	437.75	452.39	575.09
4 YEARS	439.29	453.98	468.64	
5 YEARS	455.52	470.23	484.87	
6 YEARS	464.61	479.32	493.96	
7 YEARS	473.70	488.41	503.05	
8 YEARS	482.81	497.50	512.15	
9 YEARS	491.93	506.60	521.24	
10 YEARS	500.99	515.69	530.33	

SCHEDULE A (2)

EFFECTIVE FOR THE PERIOD JULY 1, 1996 TO JUNE 30, 1997

SECRETARY SALARY SCHEDULE 96-97

PCT INCR 2.80%

SEVEN AND 1/4 HOUR DAYS

LEVEL EXPERIENCE	I			II			III		
	WK	DLY	HR	WK	DLY	HR	WK	DLY	HR
New Hire	348.74	69.75	9.62	352.56	72.49	10.00	365.84	75.22	10.37
1	353.96	72.77	10.04	367.29	75.51	10.42	380.55	78.24	10.79
2	368.68	75.80	10.46	382.00	78.54	10.83	395.27	81.27	11.21
3	383.39	78.82	10.87	396.71	81.56	11.25	409.98	84.29	11.63
4	398.10	81.85	11.29	411.42	84.59	11.67	424.70	87.32	12.04
5	412.82	84.88	11.71	426.15	87.62	12.09	439.41	90.34	12.46
6	421.05	86.57	11.94	434.39	89.31	12.32	447.65	92.04	12.69
7	429.29	88.26	12.17	442.62	91.00	12.55	455.89	93.73	12.93
8	437.54	89.96	12.41	450.86	92.70	12.79	464.13	95.43	13.16
9	445.81	91.66	12.64	459.10	94.39	13.02	472.37	97.12	13.40
10	454.02	93.35	12.88	467.34	96.09	13.25	480.61	98.81	13.63

LONGEVITY BEGINS AFTER 11 YEARS OF SERVICE 3% OF BASE RATE EVERY FOUR 4 YRS

EIGHT HOUR DAYS

LEVEL EXPERIENCE	I			II			III			IV		
	WK	DLY	HR	WK	DLY	HR	WK	DLY	HR	WK	DLY	HR
New Hire	384.82	76.96	9.62	399.92	79.98	10.00	414.99	83.00	10.37	544.61	108.92	13.62
1	401.51	80.30	10.04	416.63	83.33	10.42	431.67	86.33	10.79	559.62	111.92	13.99
2	418.21	83.64	10.46	433.32	86.66	10.83	448.37	89.67	11.21	575.41	115.08	14.39
3	434.90	86.98	10.87	450.01	90.00	11.25	465.06	93.01	11.63	591.19	118.24	14.78
4	451.58	90.32	11.29	466.69	93.34	11.67	481.76	96.35	12.04			
5	468.28	93.66	11.71	483.40	96.68	12.09	498.44	99.69	12.46			
6	477.62	95.52	11.94	492.75	98.55	12.32	507.79	101.56	12.69			
7	486.96	97.39	12.17	502.08	100.42	12.55	517.14	103.43	12.93			
8	496.32	99.26	12.41	511.43	102.29	12.79	526.48	105.30	13.16			
9	505.70	101.14	12.64	520.78	104.16	13.02	535.83	107.17	13.40			
10	515.02	103.00	12.88	530.12	106.02	13.25	546.18	109.04	13.63			

25-June-96

SCHEDULE A (3)

EFFECTIVE FOR THE PERIOD JULY 1, 1997 TO JUNE 30, 1998

(And for Extra Summer 1998 Work)

SECRETARY SALARY SCHEDULE ~~96-97~~

PCT INCR 2.20%

SEVEN AND 1/4 HOUR DAYS

LEVEL EXPERIENCE	I			II			III		
	WK	DLY	HR	WK	DLY	HR	WK	DLY	HR
New Hire	356.41	71.28	9.83	370.40	74.08	10.22	384.35	76.87	10.60
1	371.88	74.38	10.26	385.88	77.18	10.64	399.82	79.96	11.03
2	387.34	77.47	10.69	401.34	80.27	11.07	415.28	83.06	11.46
3	402.79	80.56	11.11	416.79	83.36	11.50	430.73	86.15	11.88
4	418.25	83.65	11.54	432.24	86.45	11.92	446.19	89.24	12.31
5	433.72	86.74	11.96	447.72	89.54	12.35	461.65	92.33	12.74
6	442.36	88.47	12.20	456.37	91.27	12.59	470.30	94.06	12.97
7	451.02	90.20	12.44	465.02	93.00	12.83	478.96	95.79	13.21
8	459.69	91.94	12.68	473.68	94.74	13.07	487.63	97.53	13.45
9	468.37	93.67	12.92	482.33	96.47	13.31	496.28	99.26	13.69
10	477.00	95.40	13.16	491.00	98.20	13.54	504.94	100.99	13.93

LONGEVITY BEGINS AFTER 11 YEARS OF SERVICE 3% OF BASE RATE EVERY FOUR 4 YRS

EIGHT HOUR DAYS

LEVEL EXPERIENCE	I			II			III			IV		
	WK	DLY	HR	WK	DLY	HR	WK	DLY	HR	WK	DLY	HR
New Hire	393.28	78.66	9.83	408.72	81.74	10.22	424.11	84.82	10.60	556.59	111.32	13.91
1	410.34	82.07	10.26	425.79	85.16	10.64	441.11	88.24	11.03	571.93	114.39	14.30
2	427.41	85.48	10.69	442.86	88.57	11.07	458.24	91.65	11.46	588.07	117.61	14.70
3	444.46	88.89	11.11	459.91	91.98	11.50	475.29	95.06	11.88	604.20	120.84	15.10
4	461.52	92.30	11.54	476.96	95.39	11.92	492.35	98.47	12.31	620.81	124.16	15.52
5	478.58	95.72	11.96	494.03	98.81	12.35	509.40	101.88	12.74			
6	488.12	97.62	12.20	503.59	100.72	12.59	518.96	103.79	12.97			
7	497.68	99.54	12.44	513.13	102.63	12.83	528.51	105.70	13.21			
8	507.24	101.45	12.68	522.68	104.54	13.07	538.07	107.61	13.45			
9	516.82	103.36	12.92	532.23	106.45	13.31	547.62	109.52	13.69			
10	526.34	105.27	13.16	541.79	108.36	13.54	557.17	111.43	13.93			

10-Dec-97

EFFECTIVE FOR THE PERIOD JULY 1, 1998 TO JUNE 30, 1999

And for Extra
Summer 1999
Work

SECRETARY SALARY SCHEDULE 98-99

PCT INCR 2.38%

SEVEN AND 1/4 HOUR DAYS

LEVEL	II			III		
	WK	DLY	HR	WK	DLY	HR
EXPERIENCE						
NEW HIRE	379.22	75.84	10.46	393.50	78.70	10.86
1	395.06	79.01	10.90	409.34	81.87	11.29
2	410.89	82.18	11.33	425.16	85.03	11.73
3	426.71	85.34	11.77	440.98	88.20	12.17
4	442.53	88.51	12.21	456.81	91.36	12.60
5	458.38	91.68	12.64	472.64	94.53	13.04
6	467.23	93.45	12.89	481.49	96.30	13.28
7	476.09	95.22	13.13	490.36	98.07	13.53
8	484.95	96.99	13.38	499.24	99.85	13.77
9	493.81	98.76	13.62	508.09	101.62	14.02
10	502.69	100.54	13.87	516.96	103.39	14.26

LONGEVITY BEGINS AFTER 11 YEARS OF SERVICE 3% OF BASE RATE EVERY 3 YRS

EIGHT HOUR DAYS

LEVEL	II			III			IV		
	WK	DLY	HR	WK	DLY	HR	WK	DLY	HR
EXPERIENCE									
NEW HIRE	418.44	83.69	10.46	434.20	86.84	10.86	569.84	113.97	14.25
1	435.93	87.19	10.90	451.68	90.34	11.29	585.54	117.11	14.64
2	453.40	90.68	11.33	469.15	93.83	11.73	602.07	120.41	15.05
3	470.85	94.17	11.77	486.60	97.32	12.17	618.58	123.72	15.46
4	488.31	97.66	12.21	504.07	100.81	12.60	635.59	127.12	15.89
5	505.79	101.16	12.64	521.53	104.31	13.04			
6	515.57	103.11	12.89	531.30	106.26	13.28			
7	525.34	105.07	13.13	541.09	108.22	13.53			
8	535.12	107.02	13.38	550.88	110.18	13.77			
9	544.89	108.98	13.62	560.65	112.13	14.02			
10	554.69	110.94	13.87	570.44	114.09	14.26			

draft

**SCHEDULE B
AIDES
SALARY SCHEDULE
Rate Per Hour**

EXPERIENCE	<u>1994-95</u>		
	LEVEL I	LEVEL II	LEVEL III
0 YEARS	8.51	8.94	9.33
1 YEAR	8.63	9.06	9.49
2 YEARS	8.76	9.18	9.61
3 YEARS	8.88	9.31	9.73
4 YEARS	8.99	9.42	9.85
5 YEARS	9.13	9.55	9.97

EXPERIENCE	LEVEL IV	LEVEL V	Lab Managers Salary
	0 YEARS	9.77	10.21
1 YEARS	9.91	10.33	(95-96) \$15.00
2 YEARS	10.02	10.44	(96-97) \$16.00
3 YEARS	10.15	10.58	
4 YEARS	10.26	10.70	
5 YEARS	10.39	10.82	

The positions of family service workers shall be placed on level V of the teacher aide salary schedule and receive the teacher aide fringe benefits

CDA Lead Classroom person:

94-95	3%
95-96	4%
96-97	5%
97-98	5% 5% 6%
98-99	5% 5% 7%

1995-96: COST OF LIVING USING THE DETROIT INDEX FOR ALL URBAN CONSUMERS OF APRIL. MINIMUM INCREASE OF 2%, MAXIMUM INCREASE OF 5%.

1996-97: COST OF LIVING USING THE DETROIT INDEX FOR ALL URBAN CONSUMERS OF APRIL. MINIMUM INCREASE OF 2%, MAXIMUM INCREASE OF 5%.

REOPEN NEGOTIATIONS FOR DENTAL, HOLIDAYS AND ALL SALARIES FOR 1997-98 AND 1988-99

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1998-99 All BSTAU/MEA/NEA Salary increases will be calculated according to the two (2) year formulas per the BEA Teacher Contract.

Teacher Aides hired between April 1st to October 31st will move on the Salary Schedule on the following September 1st.

Teacher Aides hired between November 1st to March 31st will move on the Salary Schedule on the following February 1st.

Teacher Aides who complete the requirements of additional course work will move to a new classification on September 1st or February 1st, providing they provide proof of completion within thirty (30) days to the Personnel Office.

An employee who works in a program which requires a CDA credential shall be paid three (3%) percent above his/her scheduled hourly 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

SCHEDULE B (1)

AIDES SALARY SCHEDULE 1995-96

EXPERIENCE	LEVEL I	LEVEL II	LEVEL III
0 YEARS	8.84	9.29	9.70
1 YEAR	8.97	9.42	9.86
2 YEARS	9.10	9.54	9.98
3 YEARS	9.22	9.67	10.11
4 YEARS	9.34	9.79	10.23
5 YEARS	9.48	9.92	10.36

	LEVEL IV	LEVEL V	Lab Managers Salary
0 YEARS	10.16	10.61	15.00
1 YEAR	10.30	10.73	
2 YEARS	10.41	10.85	
3 YEARS	10.54	10.99	
4 YEARS	10.66	11.12	
5 YEARS	10.80	11.24	

LONGEVITY BEGINS 3% AFTER 11 YEARS OF SERVICE. 3% OF BASE RATE EVERY FOUR (4) YEARS.

SCHEDULE B (2)

AIDES SALARY SCHEDULE 1996-97

PCT INC 2.80%

STEP	I	II	III	IV	V	FAM SVC
0	9.09	9.55	9.97	10.44	10.91	10.91
1	9.22	9.68	10.14	10.59	11.03	11.03
2	9.35	9.81	10.26	10.70	11.15	11.15
3	9.48	9.94	10.39	10.84	11.30	11.30
4	9.60	10.06	10.52	10.96	11.43	11.43
5	9.75	10.20	10.65	11.10	11.55	11.55

LAB MANAGERS \$16

LONGEVITY 3% OF BASE RATE AFTER 11 YR EXPERIENCE EVERY (4) YR

CDA REQUIRED ADDITIONAL 3% OF BASE RATE

CLASSROOM LEADER 5% OF BASE RATE

June 25, 1996

SCHEDULE B (3)

AIDES SALARY SCHEDULE 1997-98
(and for extra Summer 1998 work)

PCT INC 2.20%

STEP	I	II	III	IV	V
0	9.29	9.76	10.19	10.67	11.15
1	9.42	9.89	10.36	10.82	11.27
2	9.56	10.03	10.49	10.94	11.40
3	9.69	10.16	10.62	11.08	11.55
4	9.81	10.28	10.75	11.20	11.68
5	9.96	10.42	10.88	11.34	11.80

LAB MANAGERS AND FAMILY SERVICE WORKERS

\$16

LONGEVITY 3% OF BASE RATE AFTER 11YR EXPERIENCE EVERY (4) YR

CDA REQUIRED ADDITIONAL 3% OF BASE RATE

CLASSROOM LEADER 5% OF BASE RATE

December 10, 1997

AIDES SALARY SCHEDULE FOR 1998-99

(and for extra Summer 1999 work)

PCT INC 2.38%

STEP	I	II	III	IV	V
0	9.51	9.99	10.43	10.92	11.42
1	9.64	10.13	10.61	11.08	11.54
2	9.79	10.27	10.74	11.20	11.67
3	9.92	10.40	10.87	11.34	11.82
4	10.04	10.52	11.01	11.47	11.96
5	10.20	10.67	11.14	11.61	12.08

LAB MANAGERS AND FAMILY SERVICE WORKERS

\$16.38

LONGEVITY 3% OF BASE RATE AFTER 11 YR EXPERIENCE EVERY 3 YRS

CDA REQUIRED ADDITIONAL 3% OF BASE RATE

CLASSROOM LEADER 5% OF BASE RATE

August 19, 1998

CLASSIFICATIONS

I. CLERKS

Library (Building less than 350 students)	40 Weeks
Driver Education	Temporary
Attendance (High School)	38 Weeks
Receptionist & PBX Operator	Year-Round
Personnel Office (Substitute Records)	38 Weeks
HEAD START SECRETARY/MESSER	38 WEEKS
*RECRUITER/RETENTION CLERK	YEAR-ROUND

II. SECRETARIES/CLERKS

Elementary	42 Weeks
High School Principal	44 Weeks
High School Assistant Principal	42 Weeks
Middle School Principal	42 Weeks
Student Services	42 Weeks
*Head Start Secretary/Kurtz	42 Weeks
Adult Education	Year-Round
Guidance	42 Weeks
*Federal Programs	Year-Round
*Support Services Assistant	42 Weeks
Health/Disability (1/2 Time)	42 Weeks
Head Start Food Program	42 Weeks
Library (Building More than 350 Students)	40 Weeks
Maintenance/Transportation	45 Weeks

III. SECRETARIES

*Director of Adult Education	Year-Round
*Director Federal Programs	Year-Round
*Director of Special Education	42 Weeks
Director of Food Service	42 Weeks
*Director of Maintenance	Year-Round
*Support Services Associates	Year-Round
Director of Athletics/Community Relations	45 Weeks
*Department Secretary	Year-Round

IV. *FINANCIAL SUPPORT ASSOCIATES (Year Round)

Beginning with the 1995-96 school year "year-round" shall represent 52 weeks.

Beginning with the 1995-96 school year JOB TITLES WITH AN ASTERISK (*) shall represent eight (8) hour work days.

CURRENT OCCUPANT OF RECRUITMENT/RETENTION CLERK SHALL BE PLACED ON STEP 4.

draft

~~After acquiring nine (9) months or more of service, an employee hired between April 1st and September 30th will be adjusted to the one (1) year step on July 1st and increment steps will be adjusted each July 1st thereafter.~~

~~After acquiring nine (9) months or more of service, an employee hired between October 1st and March 31st will be adjusted to the one (1) year step on January 1st and increment steps will be adjusted each January 1st thereafter.~~

A secretary who elects to move to a position outside the bargaining unit shall continue to accumulate seniority for a period of one (1) year after the move. Thereafter he/she shall retain but not accumulate seniority. During the first year in said position, the secretary may elect to return to his/her former classification in the bargaining unit, or management may elect to return the secretary to his/her former classification.

Thereafter if the secretary is no longer needed in the position, the employee will have the right to return to his/her former classification within the bargaining unit seniority permitting.

SCHEDULE C

WAIVER CLAUSE

THE FOLLOWING APPLIES ONLY TO MATTERS THAT RELATE SOLELY TO TEACHER AIDES.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject and matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercising that right and opportunity are set forth in this Agreement. Therefore, the Union and the Board for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

APPENDIX

**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: _____
(Name of School Building)

DATE: _____

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 it's personnel responsible
for any complications related to the medication.

Witness: Nurse/Principal/Secretary

Parent Signature

Telephone: _____
Home

Telephone: _____
Work/Emergency

