

4397

6/30/99

MASTER AGREEMENT

BETWEEN

EATON COUNTY EDUCATION ASSOCIATION
MEA/NEA

BELLEVUE EDUCATIONAL SUPPORT STAFF PERSONNEL
CUSTODIAL-MAINTENANCE-GROUNDS-SECRETARIAL-CLERICAL

PARAPROFESSIONAL-FOOD SERVICE

BARGAINING UNIT

AND THE

BELLEVUE COMMUNITY SCHOOLS

1996 - 1999

Bellevue Community Schools

TABLE OF CONTENTS

	Page	
AGREEMENT	1	
PREAMBLE	1	
Article I	Recognition	2
Article II	Employer Rights	3
Article III	Association Employee Rights	4
Article IV	Seniority	5
Article V	Assignments, Vacancies and Transfers	7
Article VI	Layoff and Recall	7
Article VII	Discipline and Discharge	9
Article VIII	Grievance Procedure	9
Article IX	Leave of Absence	12
Article X	Compensation and Benefits	15
Article XI	Evaluation	22
Article XII	Duration of Agreement	22
Appendix A	Salary Schedules	25
Appendix B	Grievance Form	27
Attachments:		
	Memoranda of Agreement	
	RE: Special Provisions for	
	Benefit Eligibility and	
	Classroom Aide Retroactivity	30

AGREEMENT

This Agreement entered into this first day of July, 1996 by and between the Board of Education of the Bellevue Community Schools, hereinafter called the Board, and the Eaton County Education association, MEA-NEA, hereinafter called the Association.

PREAMBLE

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

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

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

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

ARTICLE I RECOGNITION

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

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

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

B. The term "employee," singular or plural, when used hereinafter in this Agreement shall mean a member of the bargaining unit as defined herein above. Any references to one gender shall include the other.

C. The Employer agrees not to recognize or negotiate with any other labor organization during the term of this Agreement with respect to wages, hours and/or working conditions of employees covered by this Agreement.

D. Substitutes may be employed in positions vacant while seeking new hires, in positions while bargaining unit employees are on leave and in temporary positions designed to exist for limited periods of time not to exceed 6 months.

E. During the term of this Agreement the Employer shall deduct from the pay of each member of the bargaining unit either the membership dues of the Association or the Association's representation service fee. Employees who make payment of dues or representation fees directly to the Association shall be exempt from payroll deduction. Upon request the Association shall verify those bargaining unit members subject to the service fee and confirm the amount to be deducted. Should an employee contest the amount of the representation service fee, the amount deducted shall be placed in escrow as may be required by law until the matter is resolved. The employee must exhaust the internal procedures of the Association for review of such objection prior to pursuing any other procedure for contesting the amount of the representation fee. The deduction of dues

will be made in equal monthly installments from the paychecks of the bargaining unit member beginning with the second paycheck of the months September through May and from one check in June. Service fees shall likewise be deducted in equal installments beginning with the appropriate check following notification of the amount to the Employer from the Association. The amount deducted shall be forwarded to the Association no later than twenty (20) days following each deduction. The Association agrees that it will indemnify and hold harmless the Board of Education and its agents against any and all costs, liabilities, judgments, awards, damages and expenses, including attorneys fees and costs of litigation in any judicial or administrative forum, incurred by reason of its actions or inaction in compliance with the terms of this provision.

F. Nothing contained herein shall be construed to limit the ability of supervisors to perform any work or task.

ARTICLE II - EMPLOYER RIGHTS

A. The Employer retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested by law, including by way of illustration and not by way of limitation, the following:

1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
2. The right to hire all employees and to determine their qualifications, to discharge, demote or otherwise discipline employees and to assign and transfer employees.
3. The right to determine the size of the work force, positions of employment and job descriptions and whether to expand or reduce the work force and/or create, eliminate or modify positions of employment;
4. The right to establish, continue or revise personnel policies and/or rules and regulations regarding the conduct of employees in the work place and the manner and method of performing work.
5. The right to establish, modify, change or cancel any work, business or school schedules, hours or days;
6. The right to determine the number and location or relocation of its facilities, including the establishment or

relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

7. The right to determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

B. The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof shall be the exclusive prerogative of the Board, except as otherwise limited by express provision of this agreement.

ARTICLE III ASSOCIATION EMPLOYEE RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, it is agreed that all employees shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. It is agreed that no employee will be directly or indirectly discouraged, deprived or coerced in the exercise of any rights conferred by the Act, and will not be discriminated against with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association or collective negotiations with the Employer or the institution of any grievance, complaint or proceeding under this Agreement. Such matters are within the exclusive jurisdiction of the Michigan Employment Relations Commission for resolution of any disputes.

B. The Association shall request the use of school building facilities through the Superintendent or his/her representative for its meetings. These requests must be in writing and submitted at least twenty-four (24) hours in advance of the proposed meeting. The request is subject to the approval of the Superintendent or his/her representative. The Association shall reimburse the District for all costs associated with the use of such facilities in accordance with standard Board policy.

C. The Association shall request the use of the school equipment through the supervisor, principal or his/her representative. The requests are subject to the approval of the supervisor, principal or his/her

representative. The Association shall pay the cost of all materials and supplies.

D. Bulletin boards shall be made available on which the Association may post notices for its activities and matters of Association concern.

E. Duly authorized representative of the Association and their respective affiliates shall be permitted to transact official business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operation. The office shall be notified of arrival and departure.

F. When requested by the Association, the Employer agrees to make available public budgetary information and other public information which may be necessary for the Association to bargain collectively. All of said information shall be provided subject to the requirements of the Michigan Freedom of Information Act. Further, the Employer agrees to provide the Association with any information which may be necessary to process a grievance or complaint, provided such does not violate the individual employee's legal rights.

G. The Board agrees to furnish to the Association copies of agendas and minutes of all Board meetings.

H. The employees shall have reasonable access to existing adult restrooms and lavatory facilities of the School District. The employees shall be provided access to existing telephone facilities located in open work areas for necessary phone calls. Use of these facilities shall be at times and in a manner to minimize disruption of work time.

I. Adequate parking shall be provided for employees at their assigned work sites consistent with areas provided for those employees at the effective date of this Agreement.

ARTICLE IV SENIORITY

A. Seniority shall be defined as the length of an employee's continuous and uninterrupted employment in the respective seniority classifications of the bargaining unit from the employee's initial date of hire. Time spent on layoff or unpaid leave of absence shall not accumulate as service time for seniority but shall not constitute a break in continuous employment. Employees on a medical leave shall continue to accumulate seniority up to one year. Seniority is not cumulative among seniority classifications

and may be exercised only within the classification in which it is accumulated. Movement from one classification to another shall not terminate seniority the employee has accumulated in any other classifications previously, provided there has been no break in continuous employment.

B. The seniority classifications of the bargaining unit are as follows:

1. Secretarial/Clerical employees, including Library Paraprofessionals; Office Clerks
2. Paraprofessional employees.
3. Food Service employees.
4. Custodial/Maintenance/Grounds employees.

C. Employees shall not accumulate or vest the right to exercise seniority until completion of the sixtieth work day of employment. After completion of the sixty (60) work day probationary period, the employee shall be credited with seniority rights from the date of hire.

D. The Employer shall prepare and maintain a seniority list showing the length of service of each employee within the respective seniority classifications of the bargaining unit. Two (2) copies shall be furnished to the Association August 15 of each year. In the event more than one employee has the same length of service in a seniority classification, seniority ranking shall be determined by ranking those employees in order of the highest four digit numbers taken from the last four digits of each employee's social security number.

E. Seniority shall be lost by an employee upon termination or resignation. Any person previously employed and rehired after having terminated his/her employment shall begin as a new hire from his/her most recent date of hire and shall not retain any seniority from his/her previous employment with the Employer. An employee who accepts a supervisory position with the employer shall retain the right for one year to exercise all seniority earned in the seniority classifications of the bargaining unit for return to a bargaining unit position and the period of service in the supervisory position shall not constitute a break in continuous employment and shall not accumulate as service time.

ARTICLE V ASSIGNMENTS, VACANCIES AND TRANSFERS

A. A vacancy shall be defined as a newly created or an unoccupied position in the bargaining unit to be filled when there is no employee who can claim the position by return from leave of absence or by recall from layoff. The Employer shall determine when a position is to be created, continued, suspended or eliminated.

B. All vacancies shall be posted for a period of at least five (5) work days for application by internal and external applicants prior to making a decision upon the position.

C. After the expiration of the posting period the Employer shall fill the position by transferring the most senior employee from within the affected classification who makes a timely application. If no employee from the affected classification makes a timely application for the posted position, the position will be awarded to an applicant. In making the decision to award the position to an applicant, the Employer will consider the relative qualifications, skills abilities and experience of the applicants including the length of service in the School District and other relevant factors. The decision of the Employer in filling the position shall be final. The applicant selected shall be notified in writing of his/her selection and the time and place to report for work. Employee applicants not selected shall be so notified.

D. All school year employees shall be notified of their assignments by the Employer in writing at least thirty (30) days prior to the beginning of their respective work years whenever possible. The assignment notices shall indicate the scheduled hours of the employees and their anticipated work years. The work schedule of any employee may be modified upon written notice issued to the employee twenty-four (24) hours in advance.

E. A thirty (30) calendar day trial period will be given to all employees who transfer from within the bargaining unit to fill a vacancy. If at the end of the trial period the employee's performance meets less than the minimum requirements, the employer may return the employee to the position he/she held before the transfer.

ARTICLE VI LAYOFF AND RECALL

A. The Employer may determine in its discretion when and how it must reduce the hours worked by employees in the

work force. The Employer may decide to eliminate positions or reduce the hours of any positions in its discretion.

B. When the Employer determines it is necessary to reduce the size of the work force by elimination of positions in a seniority classification, employees in the seniority classification shall be reduced in order of least seniority within the seniority classification being reduced, provided there are more senior employees within the seniority classification remaining who possess the skills and qualifications to perform the positions vacated by the least senior employees in the classification.

C. An employee reduced from a position in his/her present seniority classification shall be retained in a position in another classification in which he/she has previously accumulated seniority, provided there is a less senior employee in that classification and the more senior employee possesses the skills and qualifications to perform the position.

D. Employees shall be provided five (5) work days notice prior to the effective date of layoff.

E. When positions become available in a seniority classification, employees who have been laid off from that seniority classification shall be recalled in order of greatest seniority within the seniority classification from which they were laid off, provided the employee possesses the skills and qualifications to perform the position. Recall rights to a position shall terminate two years from the date of layoff from the seniority classification.

F. When the Employer determines it is necessary to reduce the number of hours of any bargaining unit positions, an employee, in an effort to maintain the current number of hours worked, upon application, shall be placed in a position in his/her present seniority classification which would maintain his/her hours of employment and which is held by a less senior employee, provided the reduced employee possesses the skills and qualifications to perform the position and the displaced employee can be retained in the classification in another position for which he/she possesses the skills and qualifications. An employee seeking to preserve his/her previous hours will be provided a ten work day trial period within which to demonstrate his/her ability to perform the work.

G. Employees do not have the right to displace less senior employees in higher pay rate positions pursuant to a layoff or reduction of hours.

ARTICLE VII DISCIPLINE AND DISCHARGE

A. Upon satisfactory completion of the sixty (60) work day probationary period, an employee will not be disciplined or discharged without just cause. An employee shall not be subject to discipline or adverse evaluation as the result of conflicting directives from supervisors, including building principals, unless the employee fails to follow the directive of any supervisor.

B. The Employer will use a progressive/corrective discipline approach in assessing disciplinary measures. The disciplinary measure shall be appropriate to the misconduct or deficiency in performance. Discharge shall be appropriate for repeated misconduct or deficiency in performance where progressive disciplinary measures have been previously assessed or for serious misconduct or deficiency in performance which justifies discharge in the first instance.

C. Prior to taking disciplinary action the Employer shall conduct an investigation to determine the relevant facts and conduct an investigatory interview with the employee. In the investigatory interview, the employee, upon request may have an Association representative present. The employee shall be presented with the charges against him/her and provided an opportunity to respond.

D. Employees shall be disciplined in private and may have their Association representative present.

E. Upon request, an employee may review his/her personnel file according to the provisions of the Bullard Plawecki Employee Right to Know Act.

ARTICLE VIII GRIEVANCE PROCEDURE

A. This procedure is designed to promote resolution of contract interpretation disputes between the parties at the earliest possible time. A grievance is defined as a claim by an employee that there has been a violation, misinterpretation or misapplication of the terms of the Agreement as to him or her or a claim by the Association

that there has been violation, misinterpretation or misapplication of the terms of the Agreement.

B. Step One. The employee or the Association must file a grievance in writing within ten (10) days of the occurrence of the events upon which it is based. The substance of the grievance must have been discussed orally with the immediate supervisor prior to the filing of the grievance. The supervisor must have been advised in the oral discussion that the events being discussed could form the basis of a grievance and the terms of the Agreement upon which it would be based. Failure to do so will invalidate the grievance.

When a written grievance is filed with the immediate supervisor after the oral discussion and within ten (10) days of the occurrence of the events upon which it is based, the immediate supervisor may respond in writing within ten (10) work days following receipt of the written grievance.

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

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

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

Step Three. Upon receipt of the written grievance within the time line for appeal, the Board of Education at

its next regularly scheduled meeting shall appoint a Committee of the Board to hear the grievance. The Committee of the board shall arrange to meet with the Association representative and the Superintendent to hear the grievance which may include a presentation of relevant testimony and documentary evidence by the respective representatives. At the next regular Board meeting the Board of Education shall make a determination and render its decision on the grievance. The decision shall be reduced to writing and provided to the Association within ten (10) days of the Board meeting.

C. Failure of the employee or the Association to appeal a grievance to the next level of the procedure within the time limits specified shall be deemed withdrawal of the grievance and acceptance of any response provided by the Employer. Failure of any representative of the employer to respond at any level within the time lines specified shall enable the Association to appeal to the next level of the grievance procedure within the designated time lines.

D. Grievances involving discharge of an employee shall be initiated at Step Two of the procedure by filing a written grievance with the Superintendent or his/her designated representative within five (5) work days of the date of discharge. The Grievance shall be processed thereafter according to the provisions of Step Two and Step Three of the grievance procedure.

E. Any grievance filed must be submitted in writing and conform to the following criteria:

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

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

F. The time limits as set forth herein shall be strictly adhered to but may be extended by mutual agreement of the parties confirmed in writing.

G. The content of any job description or evaluation shall not be a subject for grievance. The qualifications, certifications and/or licenses required for any position shall not be a subject for grievance. The performance expectations established for any position shall not be a subject for grievance.

ARTICLE IX LEAVE OF ABSENCE

A. Paid Leave:

1. Accumulation. Following completion of his/her probationary period, each employee shall be credited with one (1) paid leave day on the first scheduled work day of each month of active employment not to exceed ten (10) days for school year or extended school year employees or twelve (12) days for twelve month employees during the employee's first work year or portion thereof. Thereafter, the employee will be credited with the 10 or 12 days for his/her respective work year at the beginning of the work year following each July 1. Employees may use paid leave days prior to the month in which they are earned but shall reimburse the Employer for any unearned days used. Unused paid leave days shall accumulate to a maximum of one hundred fifteen (115) days for secretarial/clerical, custodial-maintenance-grounds and library paraprofessional employees and a maximum of fifty-five (55) days for food service employees and classroom aides. Each employee shall receive notice of his/her accumulated paid leave days on his/her earnings statement. Employees eligible to accumulate paid leave days shall accumulate the days at their daily scheduled hours in effect when earned.

2. Use. Paid leave days may be used by the employee for an incapacitating illness or accidental injury which prevents the employee from being able to perform the duties of his/her position. Paid leave days may also be used by the employee to attend to a serious illness or injury to a member of his/her immediate family, limited to the employee's spouse, child, brother, sister, parent or grandchildren. Use of paid leave to attend to the serious illness or injury of a member of the employee's immediate family is limited to not more than two days in any work year. Additional days may be approved by the Superintendent

in a critical life threatening illness or injury of an immediate family member as defined above. The employer may require verification of the illness or injury from the attending physician containing a statement that the presence of the employee is advisable. The Employer may require the verification of the illness or injury of the employee in the case of extended absences longer than two consecutive days and in the case of chronic absences.

3. Business Leave. After satisfactory completion of the probationary period, a full-time or half-time employee may use two paid leave days each year as business leave not charged to the employee's accumulation. Business leave is to be used for the purpose of attending to matters of an urgent and necessary nature which require the personal presence of the employee and cannot be arranged at an alternative time which does not interfere with the duties of employment. Request for use must be made seventy-two (72) hours in advance to the building principal or supervisor. Business days are not to be used to extend a vacation, holiday or weekend, for recreational purposes or ventures for profit from personal services or engaging in Association related activities of any kind. At the end of the fiscal year, any unused business leave days shall be allowed to accumulate as paid leave days and be added to the employee's accumulated sick leave under the provisions of Section A, Sub-section 1 of this article. Except in extenuating circumstances, as approved by the superintendent, not more than one employee shall be approved for the same day in each classification.

4. Funeral Leave. A leave of absence with pay not chargeable against the employee's sick leave shall be granted for up to ten (10) days for the death of a spouse or child. Up to three (3) days shall be granted for death in the immediate family other than spouse or child (namely: parents, brothers, sisters, in-laws, grandparents, grandchildren, and people living in the immediate household of the employee). Additional days used by the employee for death in the immediate family shall be deducted from his/her accumulated leave.

5. Return from Extended Illness or Injury. After an extended illness or injury, the employee may be requested to present a statement from a physician verifying his or her fitness to return to work.

6. Jury Duty. An employee who is not a party to the litigation and who is called for jury duty, subpoenaed to appear as a witness in a judicial or administrative

proceeding or asked to appear as a witness by the employer in any proceeding shall suffer no loss of compensation due to his/her absence from his/her regular duties of employment for the time required which conflicts with his/her scheduled work. The employee will report to work when released from jury duty or as a witness to resume his/her scheduled work. The Employer shall not be obligated to pay the employee more than his/her regular rate of pay for the scheduled hours missed minus any amounts to which the employee is entitled from the court or the party requiring the appearance. The employee must advise the Employer of the necessity for the absence as soon as he/she is advised of the obligation to serve or appear.

7. Worker's Compensation or Disability Benefits. In cases where the employee receives benefits under the Worker's Compensation Act and/or the Disability Income Protection Plan, the employee shall be limited to the benefits received through Worker's Compensation and/or the Disability Income Protection Plan and cannot use paid leave benefits under the terms of this agreement. The paid leave days shall be maintained as accumulated by the employee for future use by the employee upon return to employment following the recovery from the injury or disability.

B. Unpaid Leaves:

1. Application. Employees may make application for unpaid leaves of absence to their supervisor. The application must contain a statement of the purpose and duration of the leave requested. The application shall be forwarded to the Superintendent for a disposition granting or denying the leave.

2. Disability Leave. An employee who is incapacitated or disabled due to personal illness or injury and who has exhausted all earned and accumulated paid leave shall be placed on an extended illness unpaid leave of absence for the duration of his/her disability up to one (1) year.

3. Parental Leave. Upon written application an employee shall be granted an unpaid leave of absence for the purpose of parental care of his/her newborn or newly adopted infant child for a period of up to one (1) year.

4. Expiration of Leave. Upon expiration of a leave of absence, an employee shall be returned to his/her position, if in existence, or if not, to a comparable position. Return to a position shall be subject to the

operation of the reduction of personnel procedures of this Agreement. Seniority shall resume accumulation from the date the leave commenced without credit for the time spent on leave of absence.

5. Application for Extension. Upon written application, an unpaid leave may be extended by approval of the Board of Education in its discretion.

ARTICLE X COMPENSATION AND BENEFITS

A. Hourly wages are set forth in Appendix A which is attached to and incorporated into this agreement.

B. Employees shall receive pay only for time actually worked on a scheduled work day unless expressly provided by the terms of this Agreement. Employees not required to work on scheduled work days which are canceled due to the cancellation of student instruction because of conditions not within the control of school authorities such as inclement weather, fires, epidemic, mechanical break downs or health conditions as defined by the city, county or state health authorities, will not be paid for such days unless the canceled student instruction day is one that will not be rescheduled or unless the rescheduled day would not be an addition to the employee's previously scheduled work year. In those instances, the employee shall receive his or her regular pay for the canceled day. Employees not paid for the canceled day under those circumstances shall work on the rescheduled days of student instruction which are established by the Board and will be paid at their regular daily rate of pay. Employees required to work on days when school is not in session shall be paid their regular rate of pay for such days. On days that would normally be unpaid, a bargaining unit member who reports for work at his/her scheduled reporting time (or a reasonable time in advance thereof) without receiving notification of the cancellation of the work day shall be provided a minimum of two (2) hours of work. This provision shall be effective only if the employee has given his/her supervisor a telephone number by which he/she can be contacted regarding the cancellation.

C. Employees shall be paid at the rate of one and one-half (1 1/2) times their regular rates for all hours worked in excess of forty (40) hours in the same work week. Custodial-maintenance and secretarial-clerical employees shall be paid at the rate of one and one-half (1 1/2) times their regular rates for all hours worked in excess of eight

(8) hours in the same work day. "Custodial/maintenance/grounds and food service employees shall be paid one and one-half (1 1/2) times their regular rate for any hours worked on Saturday and double their regular rate for any hours worked on Sunday and Holidays. The Employer, with written agreement of the employee, may utilize compensatory time as compensation for overtime hours worked according to the limits and procedures established and applicable by law.

"Overtime shall be awarded first to the employee in the classification at the building where the overtime is required, then to the most senior person in the classification in the district. Employees working in two or more classifications shall be given the opportunity for overtime in the classification in which the majority of hours are worked." Except, responsible persons may be designated to replace school custodians for certain school and community activities by the Superintendent or his/her designee. An overtime chart shall be maintained by the Association for the purpose of assisting in the equitable distribution of overtime hours. Any claim related to distribution of overtime hours shall be resolved by assignment of the next available hours until the discrepancy is eliminated.

D. Full-time and half-time Secretarial-clerical, Custodial Maintenance-grounds, and Paraprofessional employees shall receive their regular daily rate of pay for the following holidays which fall within the scheduled work year, according to the following lists:

Secretarial-clerical

Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve
Christmas Day
New Years Day
Good Friday
Memorial Day
July 4th

Custodian/Maintenance/Grounds

Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve
Christmas Day

New Years Eve
New Years Day
Good Friday
Memorial Day
July 4th

Paraprofessionals

Labor Day
Thanksgiving Day
Christmas Day
New Years Day
Good Friday
Memorial Day

The employee must work the employee's scheduled work day immediately prior to and immediately following the holiday to receive pay for the holiday. Half-time employees shall receive holiday pay at their regular daily rate of pay in effect at the time of the holiday subject to the same conditions for payment as full-time employees.

E. After the completion of one year of employment each full-time twelve month secretarial employee shall be granted vacation at his/her regular rate of pay according to the following schedule:

After completion of one (1) year - one week (five days)

After completion of two (2) years - two weeks (ten days)

After completion of five (5) years - three weeks (fifteen days)

After completion of ten (10) years - four weeks (twenty days)

Accumulated vacation shall be paid at the conclusion of the scheduled work year in which it is earned.

F. Full-time custodial-maintenance-grounds employees shall be eligible for vacation in accordance with the following schedule:

For the purpose of determining eligibility, all custodial-maintenance-grounds employees shall be considered as having a common anniversary date of July 1.

1. An employee who has been with the school less than one (1) year shall be allowed one-half (1/2) of one (1)

working day for each full calendar month of employment prior to July 1 of the first year worked.

2. After one (1) year of full-time employment, an employee shall receive one (1) week of paid vacation.

3. After two (2) years of full-time employment, an employee shall receive two (2) weeks of paid vacation.

4. After five (5) years of full-time employment, an employee shall receive three (3) weeks of paid vacation.

5. After ten (10) years of full-time employment, an employee shall receive four (4) weeks of paid vacation.

6. After twenty (20) years of full-time employment, an employee shall receive five (5) weeks of paid vacation.

7. One week means 5 days of vacation and 5 days of pay.

8. Regular part-time employees' vacation and vacation pay shall be prorated based upon their work schedule, seniority, and date of employment.

Schedule (Workdays)

Seniority	Length of Vacation	Vacation
1 year	5 days	5 days
2 years	10 days	10 days
5 years	15 days	15 days
10 years	20 days	20 days
20 years	25 days	25 days

Scheduling of vacation may be requested at any time, subject to the school calendar and the school schedule of events. No vacations may be taken the week prior to the opening of school. Vacations requested during Christmas Holidays and Spring Vacation will be considered.

Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing, such scheduling does not drastically interfere with the normal operation. The normal vacation period shall be between June 10 and August 20 of the year. However, requests for other time will be considered. Employees with the greatest seniority shall be given preference with respect to the time they take their vacation, provided the employee requests the vacation by March 1 of each year. As the performance of the duties of employees in the bargaining

unit must be continuous during the year, it is not possible for all employees in a classification to be absent on vacation at the same time. An employee may submit a request in writing, prior to March 1 stating his/her preference or preferences for a vacation period, and such request will be subject to the Employer's school calendar and schedule of events, and seniority of other employees who make requests prior to March 1 to be honored. The employer will tentatively approve or deny vacations by April 1 of each year or within two (2) weeks of the time the request is made if the request is made after March 1. Vacations must be taken for each year within twelve (12) months after an employee becomes eligible for a vacation. A vacation may not be waived by an employee and extra pay received for work during that period.

When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation. Custodial/maintenance/grounds employees may request that consideration be given to granting one week of vacation during student instruction days. Approval of such days shall be based upon the following criteria:

1. Each employee who has two (2) weeks or more of vacation may use it in such manner. No employee with less than two (2) weeks of vacation shall be able to use vacation time on student instruction days.

- a. Employees with two (2) weeks of vacation may use up to one (1) week during student instruction days.
- b. Employees with three (3) or more weeks of vacation may use up to two (2) weeks during student instruction days.

2. A substitute must be available for the individual making the request.

3. No more than one employee per classification shall be permitted to take such vacation at the same time. Exceptions may be granted by the superintendent.

4. The practice may be suspended by the Employer for budgetary and district operational needs.

- G. Custodial-maintenance-grounds and food service employees shall be provided clean uniforms without cost consisting of eleven (11) pairs of pants and eleven (11)

shirts or smocks every two (2) weeks. The employer may provide the uniforms from a uniform service or through purchase. New employees shall qualify for uniforms on the day following the end of their probationary period.

H. Each full-time or half-time employee retiring under the Michigan School Employees Retirement System and who has been employed by the Bellevue Community Schools for at least twenty (20) years at the time of retirement will be paid for accumulated sick leave time according to the formula below, but not to exceed a total amount of \$500.00.

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

I. Employees scheduled to work four (4) or more hours in a day shall be provided with a fifteen (15) minute rest period after working two (2) hours and prior to working four (4) hours. Employees scheduled to work seven (7) or more hours in a day shall be provided with an additional fifteen (15) minute rest period after working six (6) hours and prior to working seven (7) hours. The supervisor shall schedule the time for the breaks. Employees scheduled to work more than five (5) consecutive hours shall be provided with a thirty (30) minutes unpaid lunch break which is not included in the scheduled work period. It is understood that emergency demands may require adjusting the times scheduled to another time of the work shift on occasion.

J. The Employer will make payment of the monthly premium cost of the respective health insurance plan for full-time secretarial-clerical, custodial-maintenance grounds, food service and library paraprofessional employees as follows:

The Employer shall have the right to select the insurance carrier for the health insurance plan; such plan to be comparable to MESSA Super Care, MEBS Four Star, and SET/SEG Ultra Med.

The employee shall pay \$2.00 co-pay for each prescription and 50% of the deductible expense based upon a \$50/\$100 deductible health plan and the Employer shall pay the balance of the deductible expense on the health plan.

To be eligible for the payment from the Employer, the secretarial-clerical, custodial-maintenance-grounds, food service or library paraprofessional employee must be regularly scheduled for thirty-five (35) hours or more of

work each week of his/her scheduled work year and make proper application to the Employer. Upon proper application, secretarial-clerical, custodial-maintenance-grounds, food service or library paraprofessional employees regularly scheduled for twenty (20) or more hours but less than thirty-five (35) hours of work each week of his/her scheduled work year shall be eligible for one-half (1/2) of the payment made for those working thirty-five (35) hours or more each week of their scheduled work year. Those eligible employees regularly scheduled to work thirty-five (35) or more hours each week who do not take the health insurance benefit shall be eligible to take financial options made available through companies approved by the Employer in an amount not to exceed one hundred sixty (160) dollars per month. Any amounts in excess of the amounts paid by the Employer required for payment of the premium amounts will be deducted from the employee's pay.

An IRS Section 125 Plan, which mirrors the teachers' plan to the extent possible, shall be implemented to accommodate the cash benefit option.

K. The Employer will make payment of premiums for a dental care program comparable to the Delta Dental Plan C 50/50 for all eligible secretarial-clerical and custodial-maintenance-grounds employees. To be eligible for the payment, the secretarial-clerical and custodial-maintenance-grounds employees must be regularly scheduled to work thirty-five (35) hours or more each week of their scheduled work year.

L. For the purposes of administering this contract, full-time is defined as scheduled to work thirty-five (35) hours or more per work week in the same classification and half-time is defined as scheduled to work twenty (20) or more hours, but less than thirty-five (35) hours per work week in the same classification.

M. An employee who is required as part of his/her job to use a personal vehicle for transportation in order to perform his/her duties shall be reimbursed a mileage rate equal to the maximum current allowable internal revenue rate per mile. Mileage will be computed on the basis of actual miles logged and reported each month.

N. Food service and paraprofessional employees who work the school year shall be guaranteed one hundred eighty-two (182) days of work each school year.

ARTICLE XI EVALUATION

A. The Employer may conduct formal written evaluations of employee performance. Should the Employer conduct written evaluations of employees, employees shall be informed of the procedure and criteria to be used prior to any evaluation being conducted. The Association shall be consulted and provided a reasonable opportunity to make recommendations with regard to the evaluation instrument prior to its implementation or modification.

B. The employee shall be provided a copy of any written evaluation and shall sign the evaluation acknowledging receipt of a copy of the document.

C. A conference shall be held with the employee to discuss the content of the evaluation and provide the employee an opportunity to discuss its content. The employee may attach a statement to the evaluation with his/her comments and/or concerns noted.

ARTICLE XII DURATION OF AGREEMENT

A. Entire Agreement

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations imposed upon the Employer and the Association. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. All future individual employee agreements shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. This Agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by the Employer and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. Separability

If any specific provision of the Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed

null and void but all other provisions or applications shall continue in full force and effect.

C. Waiver

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

D. Continuity of Operations

The Association recognizes that strikes by public employees as defined by Section 1 of the Public Employment Relations Act of Michigan, as amended, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any employee or group of employees.

E. Term of Agreement

This Agreement shall become effective July 1, 1996 and shall continue in effect through the 30th day of June, 1999, at which time it shall terminate unless extended by written agreement of the parties. During the term of this Agreement copies of this Agreement shall be printed by the Board and furnished to all member personnel of this Association now employed or hereafter employed.

F. Contract Administration.

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

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

G. Supplementary Agreements.

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

H. Successor Negotiations

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

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

EATON COUNTY EDUCATION
ASSOCIATION, MEA/NEA

By Barbara J. Schron
President, ECEA

By Mark H. Souer
Vice-President, ECEA

By George F. Black
Chief Negotiator

By Gabriel D. Dugan
ESPA President

Date:

BELLEVUE BOARD OF
EDUCATION

By Ludy C. Cochran
President

By April G. Magnard
Secretary

By Alfred J. Taylor
Superintendent

Date:

APPENDIX A

Wage Rates Effective July 1, 1996 to June 30, 1999

Classification	Step:	1	2	3	4	5
1996-97						
Secretary		9.06	9.44	9.82	10.21	10.92
Custodian		9.70	10.28	10.89	11.50	12.09
Library Paraprofessional/ Office Clerk		7.62	7.88	8.17	8.69	9.23
Paraprofessional		6.51	6.95	7.41	7.96	8.31
Cafeteria		7.25	7.69	8.18	8.62	9.34
Baker		7.96	8.48	8.90	9.46	10.28

1997-98*

Classification	Step:	1	2	3	4	5
1997-98						
Secretary		9.38	9.77	10.16	10.57	11.30
Custodian		10.04	10.64	11.27	11.90	12.51
Library Paraprofessional/ Office Clerk		7.89	8.16	8.46	8.99	9.55
Paraprofessional		6.74	7.19	7.67	8.24	8.60
Cafeteria		7.50	7.96	8.47	8.92	9.67
Baker		8.24	8.78	9.21	9.79	10.64

*FOR THE 1997-98 CONTRACT YEAR THE INCREASE IN WAGES WILL BE PAID IN THE FOLLOWING MANNER:

EACH SUPPORT STAFF EMPLOYEE SHALL HAVE THE OPTION OF RECEIVING THEIR 1997-98 WAGE INCREASE THROUGHOUT THE YEAR OR BY RECEIVING A ONE-TIME LUMP SUM PAYMENT DESCRIBED AS FOLLOWS. IF A SUPPORT STAFF EMPLOYEE CHOOSES, THEY MAY

ELECT TO RECEIVE FIFTY PERCENT OF THEIR HOURLY RATE INCREASE IN A LUMP SUM PAYMENT. THIS LUMP SUM PAYMENT SHALL BE MADE IN A REGULAR PAY OR SEPARATE CHECK.# THIS LUMP SUM PAYMENT WOULD BE BASED UPON THE NUMBER OF HOURS THAT THE EMPLOYEE IS SCHEDULED TO WORK DURING THE 1997-98 CONTRACT YEAR. THE INDIVIDUAL EMPLOYEE WOULD THEN BE COMPENSATED ON A REDUCED SALARY SCHEDULE FOR ALL REGULAR HOURS WORKED DURING THE 1997-98 CONTRACT YEAR. THE REDUCED HOURLY PAY SCHEDULE WOULD BE REDUCED BY FIFTY PERCENT (ROUNDED TO THE NEAREST PENNY) OF EACH STEP INCREASE. ANY REGULAR HOURS WORKED BEYOND THE HOURS FOR WHICH THE EMPLOYEE IS SCHEDULED WOULD BE PAID AT THE HOURLY WAGE SCALE LISTED ABOVE. OVERTIME HOURS WOULD BE PAID AT ONE AND ONE-HALF OR TWICE THE HOURLY WAGE SCALE LISTED ABOVE, DEPENDING UPON WHEN THE OVERTIME HOURS ARE WORKED. THE OVERTIME PAY SHALL BE DONE IN ACCORDANCE WITH THE CONTRACTUAL REQUIREMENTS.

THE 1997-98 WAGE SCALES ARE RETROACTIVE TO JULY 1, 1997.

THE REDUCED SCALE WOULD BE:

Classification	Step: 1	2	3	4	5
	1997-98				
Secretary	9.22	9.60	9.99	10.39	11.11
Custodian	9.87	10.46	11.08	11.70	12.30
Library Paraprofessional/ Office Clerk	7.75	8.02	8.31	8.84	9.39
Paraprofessional	6.62	7.07	7.54	8.10	8.46
Cafeteria	7.37	7.82	8.32	8.77	9.50
Baker	8.10	8.63	9.05	9.63	10.46

1998-99

SALARY SCHEDULE IMPROVEMENT WILL BE THE SAME PERCENTAGE INCREASE PROVIDED FOR THE TEACHERS

THE FORMULA WILL BE ELIMINATED FROM THE CONTRACT

#THE ASSOCIATION SHALL PROVIDE THE PAYROLL OFFICE A LISTING OF THE PAY OPTION ELECTED BY THEIR MEMBERS. THIS LISTING SHALL BE PROVIDED NO LATER THAN ONE WEEK FOLLOWING RATIFICATION OF THE CONTRACT BY BOTH PARTIES.

Bellevue Educational Support Personnel Association 1998-99 Salary Schedule

Revised October, 1998

Classification	Step	1	2	3	4	5
Secretary		\$9.67	\$10.07	\$10.47	\$10.90	\$11.65
Custodian		\$10.35	\$10.97	\$11.62	\$12.27	\$12.90
Library Paraprofessional/ Office Clerk		\$8.13	\$8.41	\$8.72	\$9.27	\$9.85
Paraprofessional		\$6.95	\$7.41	\$7.91	\$8.49	\$8.87
Cafeteria		\$7.73	\$8.21	\$8.73	\$9.20	\$9.97
Baker		\$8.49	\$9.05	\$9.49	\$10.09	\$10.97

Bellevue Educational Support Personnel Association 1998-99 Salary Schedule

Classification	Step	1	2	3	4	5
Secretary		\$9.64	\$10.04	\$10.44	\$10.86	\$11.62
Custodian		\$10.32	\$10.94	\$11.58	\$12.23	\$12.86
Library Paraprofessional/ Office Clerk		\$8.11	\$8.39	\$8.70	\$9.24	\$9.82
Paraprofessional		\$6.93	\$7.39	\$7.88	\$8.47	\$8.84
Cafeteria		\$7.71	\$8.18	\$8.71	\$9.17	\$9.94
Baker		\$8.47	\$9.02	\$9.47	\$10.06	\$10.94

gus
 8-21-98
 [Signature]
 8/21/98

APPENDIX B

GRIEVANCE # _____

Submit to Supervisor in Duplicate

Building	Assignment	Name of Grievant	Date
----------	------------	------------------	------

A. Date of alleged violation grieved: _____

B. Provisions of contract allegedly violated:

C. Specific facts leading to and reasons supporting grievance:

D. Relief Requested:

Signature of Grievant Date

STEP 1

A. Date Discussed with Supervisor: _____

B. Disposition by Supervisor:

Signature Date

C. Position of Grievant and/or Association:

Signature Date

STEP 2

A. Date Received by Superintendent or Designee: _____

B. Disposition by Supervisor or Designee:

Signature Date

C. Position of Grievant and/or Association:

Signature Date

STEP 3

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

B. Disposition of Board:

Signature Date

C. Position of Grievant and/or Association:

Signature Date

MEMORANDUM OF AGREEMENT

RE: Special Provisions for Benefit Eligibility and
Classroom Aide Retroactivity

It is hereby agreed by and between the undersigned parties that as a condition of the settlement of the collective bargaining agreement between them which addresses wages and benefits for the period July 1, 1996 through June 30, 1999, the following special provisions shall be in effect for the duration of the agreement:

1. Effective July 1, 1989, full-time and half-time library paraprofessionals and food service employees who were hired prior to July 1, 1989 and have been continuously employed shall be eligible for the following paid holidays which fall within their scheduled work year, provided these aides otherwise meet the eligibility requirements for holiday pay specified in Article X, Section D:

Labor Day	News Years Day
Thanksgiving Day	Good Friday
Christmas Day	Memorial Day

2. For the purpose of meeting the eligibility standards for full-time or half-time, the following employees shall be permitted to combine hours presently worked in different classifications:

1. Judith Brown
2. Joyce Deland

3. No employee in the bargaining unit who was hired prior to July 1, 1989 shall lose eligibility for any benefits to which he or she was entitled and provided during the 1988-89 school year, as a result of the application of the full-time and half-time eligibility standards for benefits as specified in Article X, Section L of the collective bargaining agreement.
4. Donna Meyer, middle school secretary, works less than 52 weeks per year and was hired prior to July 1, 1989 shall qualify for vacations under the provisions of Article X, Section E.

11/97