



Bellaire Public Schools

204 W. Forest Home Ave.
Bellaire, MI 49615-9565

James R. Emery, Superintendent

James R. Emery, Secondary Principal
Kristi Poel, Elem/MS Principal
Deb Larson, Athletic Director

July 16, 2009

Mackinac Center for Public Policy
Martha Fraiss
PO Box 568
Midland, MI 48640

RECEIVED
JUL 17 2009

RE: F.O.I.A. Request Received July 10, 2009

Dear Ms. Fraiss:

This letter is in response to your Freedom of Information Act, MCL 15.231 request for:

1. Current district collective bargaining agreements

Please note the requested information is enclosed. The District has just recently settled both agreements and final copies are not yet available. The changes are enclosed as separate documents.

This should complete your request.

Sincerely,

James R. Emery
Superintendent

Phone (231) 533-8141
Fax (231) 533-6797
Superintendent

Phone (231) 533-8015
Fax (231) 533-8244
Secondary Principal

Phone (231) 533-8916
Fax (231) 533-9214
Elementary Principal

BESPA PROPOSAL and

BELLAIRE BOARD OF EDUCATION (AGREED)

5.3 Vacancies:

- A. Vacancies During the School Year:** A vacancy shall be defined as a position previously held by a bargaining unit member or a newly created bargaining unit position. **THE ADMINISTRATION WILL STRIVE TO FILL VACANT POSITIONS AS SOON AS POSSIBLE.** Posting information shall contain, at minimum, the job title, classification, and hours to be worked.

BESPA PROPOSAL AND BELLAIRE BOARD OF EDUCATION (Change)

ARTICLE 11

Seniority, Layoff and Recall

- 11.1 Probationary Status:** A newly hired employee shall be on probationary status for **SIXTY (60)** ~~ninety (90) CALENDAR~~ work days during the probationary employee's initial assignment as a regularly scheduled employee. The probationary period shall be counted from and including the first day of regularly assigned employment. Employment during the probationary period shall be solely at the discretion of the Employer on a day-to-day basis, and probationary employees may be terminated with or without cause. Employment during the probationary period shall not include paid sick leave or the accrual of seniority.

BESPA PROPOSAL AND BELLAIRE BOARD OF EDUCATION (AGREED)

- 11.8 Layoff Notice:** No bargaining unit member shall be laid off pursuant to a reduction in the work force unless said bargaining unit member **AND THE ASSOCIATION** shall have been notified of said layoff at least two (2) weeks prior to the effective date of the layoff.

BESPA and BELLAIRE BOARD OF EDUCATION (AGREED)

ARTICLE 12

- 12.1** The insurance premium subsidy amount paid by the Employer for employees in the bargaining unit will be as noted below (said subsidy will be for a full twelve-month period for those employees who are employed for a full school year):
- A. Eligibility:**
1. All employees hired prior to July 1, 2005 will be held harmless and receive their same Board paid percentage (%) of benefits.

Transportation employees hired prior to July 1, 2005 will continue to be paid at the sixty-seven percentage (67%) rate as follows:

- a. Drivers who are regularly assigned to drive both A.M. and P.M. routes: sixty-seven percent (67%) of premiums that are available to other support staff full-time employees.
- b. Drivers who are regularly assigned to drive Vocational Education routes: One hundred percent (100%) of premiums that are available to other support staff full-time employees.
- c. Drivers who are regularly assigned to drive Special Education routes: A pro-rata subsidy based on time assigned (based on thirty (30) hours weekly equaling full-time employment).
- d. Drivers who drive extra trips, or are regularly assigned to drive the kindergarten route or a single A.M. or P.M route will not be eligible for insurance subsidies based on those assignments.

2. Employees hired between June 20, 2001 and June 30, 2005 will receive health benefits fully paid for every month worked. Part-time employees, including transportation employees, hired after July 1, 2005 and scheduled 30 hours or less per week are not eligible for benefits.

12.2 Health Plan: The current health benefit plan offered by the Employer for support staff employees includes:

PLAN A (for support staff employees needing health insurance)

Health Choices II, \$5.00/\$10 RX Co-pay

Delta Dental 80/80/80: \$1,300 with orthodontics

Negotiated Life: \$5,000 AD&D

Vision: VSP-2 Silver

Long Term Disability 60%

90 calendar days modified fill

\$2,500.00 maximum

Alcohol/drug and mental/nervous; two (2) year limitation

Freeze on offsets

PLAN B (for support staff employees not needing health insurance):

Delta Dental 80/80/80: \$1,300 with orthodontics

Negotiated Life: \$5,000 AD&D

Vision: VSP-2 Silver

Long Term Disability 60%

90 calendar days modified fill

\$2,500.00 maximum

Alcohol/drug and mental/nervous; two (2) year limitation

Freeze on offsets

B. Cash in Lieu of Health: ~~This option will be calculated according to the current Super Care I single-subscriber rate (2005-2006) times the percentage of wage increase (2006-2007) times~~ **EMPLOYEES WHO HAVE** the full-time-equated (F.T.E.) status of ~~the employee with 30 or more hours per week~~ **WILL BE GIVEN A STIPEND OF \$600 PER MONTH** ~~Employees will be eligible for an amount based on days of employment according to the following schedule:~~

231-260 days	12 months single-subscriber rate
201-230 days	10 months single-subscriber rate
Student-200 days	9 months single-subscriber rate

12.3 IRS Section 125 Plan: Employees may participate in Employer's current IRS Section 125 Flex Plan. Employees may utilize this plan to pay premium costs not paid by the Employer.

12.4 Workers Compensation Insurance: An employee who is absent due to injury or disease compensable under the Michigan Workers Compensation Law shall be permitted to use his/her accumulated sick leave days to make up the difference between the allowance under the Workers Compensation Law and his/her regular net salary.

BESPA and BELLAIRE BOARD OF EDUCATION (AGREED)

ARTICLE 14

2007-2008	0%	NO CHANGE TO INSURANCE; OFF-SCHEDULE STIPEND EQUIVALENT TO FOUR (4) DAYS OF PAY AT NORMAL RATE
2008-2009	2%	NO CHANGE TO INSURANCE
2009-2010	2%	NO CHANGE TO INSURANCE

2007-2010 Hourly Wage Schedule:

	Level	Year	0%	2%	2%
			2007-2008	2008-2009	2009-2010
Transportation					
Bus Driver	Entry	60 90Days	\$ 12.86	\$ 13.12	\$ 13.38
ECP Driver	1	1	\$ 13.37	\$ 13.64	\$ 13.91
	2	2	\$ 13.88	\$ 14.16	\$ 14.44

Secretary					
Secretary	Entry	60 90Days	\$ 12.58	\$ 12.83	\$ 13.09
	1	1	\$ 13.08	\$ 13.34	\$ 13.61
	2	2	\$ 13.59	\$ 13.86	\$ 14.14

Office Clerk - see Paraprofessional Wage Schedule

Paraprofessional					
Certified/Noncertified Aides	Entry	60 90Days	\$ 9.14	\$ 9.32	\$ 9.51
Office Clerk/Bus Aide*	1	1	\$ 9.64	\$ 9.83	\$ 10.03
	2	2	\$ 10.15	\$ 10.35	\$ 10.56

Food Service					
Head Cook+	Entry	60 90Days	\$ 12.47	\$ 12.72	\$ 12.97
	1	1	\$ 12.98	\$ 13.24	\$ 13.50
	2	2	\$ 13.49	\$ 13.76	\$ 14.04

Assistant Cook	Entry	60 90Days	\$ 9.43	\$ 9.62	\$ 9.81
	1	1	\$ 9.94	\$ 10.14	\$ 10.34
	2	2	\$ 10.44	\$ 10.65	\$ 10.86

Dishwasher/Cashier	Entry	60 90Days	\$ 8.29	\$ 8.46	\$ 8.63
	1	1	\$ 8.63	\$ 8.80	\$ 8.98
	2	2	\$ 9.14	\$ 9.32	\$ 9.51

Maintenance/Custodian	Level	Year	0%	2%	2%
			2007-2008	2008-2009	2009-2010
Maintenance	Entry	60 90Days	\$ 14.51	\$ 14.80	\$ 15.10
	1	1	\$ 15.02	\$ 15.32	\$ 15.63
	2	2	\$ 15.53	\$ 15.84	\$ 16.16

Custodian	Entry	60 90Days	\$ 9.75	\$ 9.95	\$ 10.15
	1	1	\$ 10.26	\$ 10.47	\$ 10.68
	2	2	\$ 10.77	\$ 10.99	\$ 11.21

Entry = probationary hourly rate
Tier 1 = 61st day through Year 5
Tier 2 = Year 6 and beyond

14.1 Salary Schedule Adjustments

- A. Employees will receive the following salary schedule adjustments retroactive to September 1, 2007:

2007-2008	2008-2009	2009-2010
0% (4 days wage) off-schedule	2%	2%

BESPA and BELLAIRE BOARD OF EDUCATION (AGREED)

(Due to changes in IRS regulations)

ARTICLE 16

Payroll Deductions

- 16.1 The Employer shall make all necessary and required deductions from each employee's pay.
- 16.2 Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, charitable donations, or any other plans or programs jointly approved by the Association and the Employer. The Employer will make payment monthly to the designated agency. Such authorization from the employee shall continue in effect from year to year unless revoked in writing.
- A. ~~TBA Education Credit Union~~ **DIRECT DEPOSIT**
- B. Tax Sheltered Annuities with companies and/or agencies currently approved and utilized by the Employer, including MESSA and/or MEFSA. The Employer reserves the right to drop companies and/or agencies from the approved list if no one in the organization uses the company and/or agency for a period of six (6)

~~months or more.~~ EMPLOYEES CAN RECEIVE A COPY OF COMPANIES AND/OR AGENCIES CURRENTLY APPROVED AND UTILIZED THROUGH THE EMPLOYER'S BUSINESS OFFICE.

THOSE EMPLOYEES STILL EMPLOYED AT RATIFICATION OF THIS CONTRACT, SHALL RECEIVE THE RETROACTIVE PAYMENT OF WAGES AS FOLLOWS: 2007-2008 SCHOOL YEAR - (4) DAYS OF WAGES AT THE REGULARLY SCHEDULED RATE FOR SAID SCHOOL YEAR. FOR THE 2008-2009 SCHOOL YEAR - 2% ON REGULAR WAGES. RETROACTIVE PAYMENTS WILL BE PAID WITHIN THE NEXT TWO PAY PERIODS FOLLOWING RATIFICATION.