

AGREEMENT

Between the

BOARD OF EDUCATION

BEECHER COMMUNITY SCHOOL DISTRICT



*Final Draft
09/02/03
(Ru)*

and

BEECHER

EDUCATIONAL

SUPPORT UNIT MEA/NEA

(CUSTODIANS/GUARDS/MAINTENANCE/TRANSPORTATION)

2001-2003

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AGREEMENT

Entered into this 24th day of June, 2003 between the Board of Education of the Beecher School District, hereinafter referred to as the "Board" and The Beecher Education Support Unit MEA/NEA hereinafter referred to as the "Union".

ARTICLE I

PREAMBLE

Whereas it is the desire of the parties to this Agreement to work together harmoniously and to promote and maintain relations between the Board and the Union which will serve to the best interest of all concerned, now therefore, the parties hereto agree as follows:

ARTICLE II

RECOGNITION

- A. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Board recognizes the Union as the sole and exclusive bargaining agent for all members of the appropriate unit classified as listed in Appendix B for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment.
- B. For the purpose of this Agreement the term "employee" shall include all bargaining unit employees, as identified in Article II-A, employed by the Board, but excluding all cafeteria, clerical, professional, supervisory, executive, students and all other employees.
- C. It shall be recognized that nothing contained herein shall abridge the right of an individual employee to process his/her own grievance, consistent with the terms of this/her collective bargaining agreement and subject to prior due notice to the collective bargaining representative.

ARTICLE III

VOLUNTARY DEDUCTION OF DUES

- A. Any employee of the Board who is a member of the bargaining Unit shall as a condition of employment: (1) Become a member of the Union by paying the membership due uniformly required as a condition of acquiring or retaining membership in the Union; or (2) Pay a representation fee as established by the Union in accordance with current law. Said action by an employee must be made within thirty (30) days following the date he/she acquires seniority.
- B. The Board agrees that as early as practicable after the effective date of this/her Agreement, payroll deductions for the payment of uniform dues, initiation fees and assessments shall be made from the pay of those employees who voluntarily request such dues deduction, who are members in good standing of the Union and who are employed in classifications listed under Article II, Recognition, of this/her Agreement. The Board also agrees to furnish the Chairman of the bargaining unit within ten (10) days after the date of hire with the names of all new bargaining unit employees, the date of hire and full or part-time status. Also, within ten (10) days after the release of an employee the Board shall notify the Chairman of the bargaining unit.

- C. The Union shall present the Board with proper authorization for check-off and shall be fully responsible for its validity and correctness and agrees to reimburse the Board for any deduction made and paid to the Union which may later be held to have not been authorized by the individual involved or which may constitute illegal deductions.
- D. When an employee does not have sufficient money due him after deductions have been made for Social Security, Insurance, Garnishments, etc., or any other deductions authorized by the employee or required by law, Union dues for that month will be collected by the Union directly from the employee.

ARTICLE IV

BOARD RIGHTS

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/her Agreement.

ARTICLE V

NO STRIKE

The Union and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public safety. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this/her Article shall be cause for immediate dismissal.

ARTICLE VI

REPRESENTATION

A. Bargaining Unit Defined:

All employees who are covered by this Agreement shall be represented for the purposes of grievance procedure and negotiating by the Union Officers and/or committeemen of the Beecher Educational Support Unit and a bargaining committee to be chosen by the Union.

B. Job Status and Functions of Union Officers:

1. Union Officers and/or committeemen shall be paid by the Board for time spent in processing of grievances related to the Board during their regularly scheduled working hours provided they have received prior approval from their Supervisor, whose approval shall not be unreasonably withheld. Such time shall not exceed a total of five and one-half (5 ½) hours per week, at their regular hourly rate, for all Union Officers and/or committeemen. Union Officers and/or committeemen shall be required to complete a report as to the date, time out, time back in, employee contacted, and supervisor's

approval. With the understanding that time spent in grievances at the Administrative level, Board and court-sanctioned activities shall not be charged against such time.

2. The names of Union Officers and/or committeemen shall be given in writing to the Board and no Union officers and/or committeemen shall function as such until the Board or its designated representative has been advised.

C. Grievance Procedure:

1. Any employee having a specified grievance shall take the matter up with his/her immediate supervisor who shall attempt to resolve the matter within the terms of this agreement.
2. Any employee may request his/her immediate supervisor to call his/her Union Representative to handle a specified grievance with his/her immediate supervisor. The supervisor will send for the Union Representative without undue delay and without further discussion of the grievance.
3. Grievances, which are not settled, shall be put into writing on the appropriate forms indicating the remedy requested and signed by the aggrieved.
4. A grievance must be filed in writing within twenty (20) days from the date the circumstances existed, which brought rise to the grievance.
5. The immediate supervisor shall answer said grievance within fifteen (15) working days from the date it was filed in writing, unless extended by mutual agreement in writing.
6. Such answer shall be final unless appealed to the next step within ten (10) working days from the date the decision is received by the Union.
7. If appealed, the grievance shall be presented in writing to the Superintendent or designee who will arrange for a conference with the Union Representative in an attempt to settle the grievance.
8. Such conference shall be held within twenty (20) working days from the date of receipt of appeal and will be scheduled at a time mutually agreed upon.
9. The representative of the Board shall answer said grievances in writing within fifteen (15) working days from the date of the conference, unless extended by mutual agreement in writing.
10. Such answer shall be final unless appealed to the Secretary of the Board within ten (10) working days from the date the decision is received by the Union.
11. Within thirty (30) working days from the date of the appeal, the Board or its designated representative will arrange for a conference to resolve the grievance. Such conference normally shall be scheduled at a time when there is no disruption of the normal school routine and duties of the employee.

12. The Board or its designated representative shall answer *said* grievance in writing, within thirty (30) working days from the date of the conference, unless extended by mutual agreement in writing.
13. Such answer shall be final unless appealed to the next step within ten (10) working days from the date the decision is received by the Union.
14. If the grievance is not settled at the preceding step, it may be submitted to arbitration and written notice sent to the Board or designee. By mutual consent of both the Union and Management, mediation may be an option. In the event the parties are unable to agree upon an Arbitrator within ten (10) working days from the date of the appeal, the Union may submit the grievance to the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceedings.
15. The jurisdiction of the arbitrator shall be limited to the grievances arising out of the interpretation or application of this Agreement or any written amendments hereof or supplements hereto. The arbitrator shall have no power to alter, add to, subtract from or modify any of the terms of this Agreement or any written amendments hereof or supplements hereto or that of the parties hereto or to assume any of their functions or responsibilities. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents relating thereto the parties without decision. The decision of the arbitrator shall be final and binding on all parties, and they hereby agree to abide by such decision. The cost of any arbitration under this paragraph shall be divided equally between the Board and the Union.
16. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of both parties.
17. In all cases involving discharge, the Union Representative shall be made available to the employee for consultation.

ARTICLE VII

SENIORITY

- A. New employees will be considered as probationary employees until they have been employed continuously for seventy-five (75) working days. After completion of the seventy-five (75) working days, the employee will be considered as a regular employee, and his/her seniority will start as of the most recent date of hire. Highest seniority date will be accretion date for those members that have been accreted to unit.
- B. Probationary employees shall not have recourse to the provisions of Article VI, Grievance Procedure, in the event they are laid off or discharged.
- C. When an employee acquires seniority, his/her name shall be placed on the seniority lists. An up-to-date seniority list shall be sent to all bargaining unit members by November 1 of each year. The seniority list shall report both bargaining unit and classification seniority.
- D. Seniority of an employee shall continue while he/she is absent due to an injury covered by Worker's Compensation Insurance or on military leave of absence. However, no credit toward fringe benefits or vacation shall be earned.

E. 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 shall, if returned to the bargaining unit, return to his/her former classification. If he/she returns to the bargaining unit after one (1) year, he/she shall return to the lowest classification in the Department and shall be restricted from exercising his/her seniority on other job openings or promotions for a period of one (1) year.

F. Seniority shall be terminated for the following reasons:

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

4. The employee is laid off for a continuous period equal to the seniority he had acquired at the time of such layoff.

G. Seniority shall accumulate for the first thirty (30) days an employee is on an unpaid leave of absence.

ARTICLE VIII

LAYOFF AND RECALLS

A. For the purpose of layoff under the Agreement, bargaining unit seniority will apply as follows.

1. All part-time, temporary and probationary employees shall be laid off first.

2. If full-time employees must be laid off, layoff will be by classification with the employee having the lowest bargaining unit seniority to be laid off first.

3. A laid off employee may bump into another classification provided his/her bargaining unit seniority is greater than the lowest seniority employee in the classification and he/she meets the minimum posted qualifications for the job. An employee shall not advance in pay level through the bumping process.

4. Any employee who has bumped into a lower pay level shall have the right to return to a vacancy in his/her previous pay level before a laid off employee is recalled.

5. Any employee who bumps into a classification in which they have not worked during the previous three (3) years shall be subject to a thirty (30) working day trial period.

B. Notice of layoff shall be submitted in writing to the employee and the union and said notice shall state the effective layoff date. Notice shall be given ten (10) working days prior to the date of layoff. In the event of a teacher strike, twenty (20) hours notice would be sufficient.

C. An employee shall be recalled to vacant positions for which he/she is qualified with the employee with the greatest bargaining unit seniority to be recalled first. Employees will not be recalled to a pay level higher than the one they were laid off from.

D. Written notice of recall shall be sent to the employee's last known address ten (10) working days prior to the effective recall date. The employee has five (5) working days to return to work after notification or will be terminated.

E. In the event of a building closing, a bid shall be held on all the positions affected. The positions will be filled based on seniority.

By Example but not limited to: If a building is closed, all the custodial positions shall be subject to the bid process.

F. Classifications will be those listed in Appendix B.

ARTICLE IX

LEAVES OF ABSENCE

A. Sick Leave:

1. Each full-time seniority employee covered by this Agreement except bus aides and security aides shall be entitled to one (1) sick leave day per month to a total accumulation of ninety (90) days.

Bus aides shall receive six (6) and nine (9) sick leave days during the contract year with a maximum accumulation of 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 the current year at thirty dollars (\$30.00) for each unused annual sick day. Sick days used in a given year will be deducted from the current years allocation.

- a. Permanent part-time employees of the Board shall receive pro rata sick leave days according to the hours they work on a regularly scheduled basis.
 - b. Probationary employees shall be granted sick leave after acquiring seniority and shall have such sick leave retroactively to date of hire.
2. Applications to have absences charged against sick leave shall be made to the employee's Department Head. After the fifth (5th) consecutive working day of absence medical verification may be required including certification of the employee's ability to return to work. If an employee has a pattern of absences or the employer has reason to suspect abuse of sick leave the employee may be required to submit proof of illness or disability prior to five (5) consecutive working days.
 3. Sick leave days accumulated prior to an approved leave of absence without pay shall be held in reserve pending the return of the employee from such leave.
 4. Employees who leave the employment of the School District except of an approved leave of absence shall forfeit all of the unused sick leave accumulation and such time shall not be restored if the employee shall later be re-employed by the Board.

5. Employees of the Board who retire under at least one (1) of the following conditions shall be eligible to receive: Thirty (\$30.00) Dollars per day, effective with the new agreement, for each day of accrued sick leave up to a maximum of forty (40) days, with part-time employees receiving a pro rata amount, providing they work at least four (4) hours a day on a regular basis.
 - a. Mandatory retirement at age sixty-five (65) or in compliance with the age discrimination in employment act.
 - b. Retirement under the provisions of the State Retirement Plan.
 - c. Total and permanent disability with Social Security benefits.

In the event of the employee's death, his/her beneficiary as indicated on his/her life insurance policy shall receive his/her accrued benefit.

6. Leave time which shall be deducted from sick leave accumulation shall be granted at the discretion of the Superintendent or his/her designated representative for the following reasons:
 - a. Quarantine because of exposure to contagious disease which could be communicated to other employees or students. An approval of a physician must be presented for the entire period of absence.
 - b. Illness in the immediate family. The immediate family shall include: mother, father, husband, wife, child, adopted child, step-child or any close relative residing in the employee's household.
 - c. Death of a close associate.
 - d. Employees shall be allowed to use sick leave accumulation to offset the loss or difference of Worker's Compensation and his/her regular wage. The rate of sick leave deduction will be one-third (1/3) for each day used.
7. Leave time shall be granted for the following reasons and shall not be deducted from accumulated sick leave.
 - a. One (1) personal day shall be granted to an employee. Unused day shall accumulate to two (2) days. Such day shall not be taken in connection with a weekend, holiday or vacation unless prior approval has been granted by the employee's Department Head. On request an employee may use one (1) day from accumulated sick leave as a personal day.
 - b. An employee shall be granted up to three (3) days plus reasonable travel time not to exceed four (4) days for a death in the immediate family providing he/she submits satisfactory evidence of such death to the Director of Maintenance. Additional days to be deducted from sick leave may be granted by the Director of Maintenance. Immediate family shall be defined as: mother, father, sister, brother, grandparent, mother-in-law, father-in-law, grandchildren, spouse or child, step-father, step-mother, step-brother, step-sister, and step-children.

B. 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/her former position and who makes application for reemployment within ninety (90) days after his/her release under honorable conditions from active duty or service, shall be restored to employment and his/her status with respect to other employees shall be the same as if he/she had not entered the services herein specified.

C. Unpaid leaves:

Upon application by the employee to the Board, unpaid leaves of absence shall be granted in the case of illness, education, childcare or other proven justifiable reasons. Such leave shall not exceed twenty-four (24) months. Seniority shall accumulate for the first thirty (30) days of absence of an unpaid leave. Such leave will not be provided to enter other employment except as provided in other clauses of this Agreement.

D. Union Leave:

Any employee of the bargaining unit elected or appointed to a full-time office of the Union where his/her duties require his/her absence from work shall be granted a leave of absence without pay for the term of such office. Such employee shall not accumulate seniority during his/her term of office; however, he shall be returned to any position in the bargaining unit for which he/she is qualified and capable of performing on termination of the leave of absence.

E. Release Time for Union Activity:

1. Upon written request by an authorized officer of the Union, the Board will authorize a member of the Union and the President of the Local, if he/she is an employee of the Board, to be absent from his/her job without pay for 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 as a delegate to a convention of the Union to be absent without pay 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 Director of Personnel at least forty-eight (48) hours in advance except for emergencies.
 - b. Only one (1) employee shall be granted a leave of absence at any one time.
2. The union shall be provided with released time for the purpose of holding union meetings. Said time shall not exceed two (2) hours per year with advance approval of the Director of Maintenance, as to scheduling only.

F. If the Beecher School District closes all schools because of inclement weather, employees who are unable to report to work because of such weather will be charged for either a personal leave day or sick leave day if available. Should leave days not be available he/she shall not be paid for the absence.

G. Jury Duty:

An employee will submit reimbursement received for jury duty to the office of Director Of Maintenance 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.

- H. Security aides will be credited with twelve (12) leave days for the 1997-98 contract year. These days are not restricted in use with a three (3) day advance notice for non-emergency use. Accumulation is capped at thirty (30) days. Employees must redeem unused days for per diem rate by June 30th of each year.

Employees in this classification shall be eligible one (1) time only for the district to 'pick-up' the twenty-one (21) days necessary for the employee to qualify for LTD benefits.

ARTICLE X

NEW JOBS

- A. The Board shall have the right to establish, evaluate, change and obsolete jobs providing such on the part of the Board shall not be directed toward reducing the rate of pay 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 an existing job description, the Board has the right to develop and establish such new or revised job descriptions, and rates of pay and to place them into effect subject to paragraph B below. Whenever a new job is made operational, the Board shall establish the job description.
- B. The Board will notify the Union of any new or changed job and will within thirty (30) days after such new or changed job is established, meet with the Union to negotiate the rate of pay and classification. If in the event the parties do not agree upon a rate of pay and classification, the matter may be submitted to arbitration under Article VI, Representation, and the arbitrator shall have authority to make a decision.

ARTICLE XI

HOLIDAYS

- A. Employees (Security Aides excluded) shall be paid their regular straight time daily rate for holidays listed in B, C & D below providing they meet the following eligibility rules:
1. The employee is a seniority employee as of the date of the holiday.
 2. The employee would have been otherwise scheduled to work on such day if it had not been observed as a holiday.
 3. The employee must have worked or been on an approved vacation, personal, or bereavement day, the last scheduled work day prior to the holiday and the next first scheduled work day after the holiday within the employee's scheduled work week.
 4. An employee who works at least one (1) day during the week before or after a holiday, and submits a doctor's statement covering the first scheduled work day preceding the holiday or the first scheduled work day following the holiday, shall be paid for the holiday.

B. Holidays

2001-2003

Independence Day
Labor Day
Thanksgiving Day and the day following
December 24, 25, 31
January 1
Martin Luther King Day
Memorial Day

When Independence Day falls on Saturday, the holiday will be observed on Friday and when Independence Day falls on Sunday, the holiday will be observed on Monday.

- C. The Board shall grant each eligible employee one (1) floating holiday to be used with the permission of the employee's supervisor, providing the employee makes the request one (1) week in advance.
- D. Employees shall also be paid for Good Friday providing school is not in session, and provided they are eligible under the provisions as provided in Section A above. If school is in session on this day, the Board shall provide employees with an alternate day off at the mutual convenience of the Board, and the employee recognizing the importance of covering the work requirements of the School District.
 - 1. Eligible employees who make a written request in advance will be permitted to take Easter Monday off without pay, providing school is not in session.
- E. Employees who are required to work on any of the above-designated holidays shall receive time and one-half for all hours worked on such holiday in addition to holiday pay.

ARTICLE XII

VACATIONS

- A. Vacations will be granted to full-time employees and to permanent part-time employees on a pro rata basis subject to the following eligibility rules:
 - 1. Vacations must have the approval of the Director of Maintenance and employees must submit a written request at least ten (10) days in advance except for extenuating circumstances where shorter notice may be approved.
 - 2. Employees on probation shall not be entitled to any vacation.
 - 3. An employee shall be eligible for a one (1) week's vacation during the current year provided he/she has at least six (6) months of continuous employment but not more than one (1) year of continuous employment as of June 1 of the current year.
 - 4. An employee shall be eligible for two (2) weeks vacation during the current year providing he has at least one (1) year of continuous employment but no more than five (5) years of continuous service as of June 1 of the current year.

6. An employee shall be eligible for four (4) weeks vacation during the current year provided he/she has at least fifteen (15) years or more of continuous employment as of June 1 of the current year.
7. Vacation days are credited on June 1 of each year based on time worked during the previous year. Credited vacation time may be used between June 1 and May 31. The annual allotment of vacation days may be carried into the next year to be used between June 1 and June 30. Any carry-over days not used by June 30 will be lost.
8. An employee shall not accumulate vacation credits when on an unpaid leave of absence when he/she is not accumulating seniority. An employee shall not accumulate vacation credit when on a military leave.
9. 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.
10. If an employee is on vacation on any of the holidays provided for in this Agreement, he/she shall be entitled to an additional day off with pay for the holiday in connection with his/her vacation or he/she shall receive an additional day's pay for the holiday at the discretion of the Board or its designated representative.
11. Bus Drivers who accept work as a summer temporary under Article XXIII - E shall be entitled to use up to one week of accumulated vacation time to be paid at the Bus Driver rate.
12. Bus Aides and Security Aides are not eligible for vacation.

ARTICLE XIII

INSURANCE

- A. The Board shall provide each full-time seniority employee and seniority part-time employee on a pro rata basis (4 hours) (providing they authorize payroll deduction for the balance of the premium) with the following insurance plans effective as of the first of the month following their first full month of employment with the Board.
 1. MESSA SUPER CARE 1 (Bus and Security Aides Health Plus HMO). In lieu of health insurance, employees will be provided a monthly contribution of one hundred dollars (\$100) to the annuity of their choice from the list of approved carriers. Employees may elect the option on an annual basis.
 2. Group Life Insurance protection which shall pay to the employee's designated beneficiary the sum of \$25,000 (twenty five thousand dollars) effective February 1, 1994. In the event of accidental death shall pay double indemnity.
 3. The Board shall provide long term disability insurance for each employee. Benefits shall begin upon exhaustion of the employee's sick leave days and continue according to the age discrimination in employment act for both sickness and accident and shall include the following:
 - a. No pre-existing conditions or eligibility waiting periods.

- b. Monthly maximum pay limit of five thousand (\$5,000) dollars.
 - c. Two-year own occupation clause.
 - d. No additional waiting period for recurrent disability or new disability occurring within six (6) months after an employee has returned to active employment.
 - e. The policy shall include a disability waiver of premium clause.
 - f. The coverage shall be 66-2/3%.
 - g. Offset freeze.
 - h. The waiting period shall be thirty (30) calendar days, modified fill.
4. The Board shall provide a dental care program for all eligible employees and their eligible dependents. Said program shall contain the following benefits: 75% Class I 75% Class II and Class III benefits of 50% with a \$1,500 maximum benefit.
5. The Board shall provide full family MESSA VSP-3.
- B. The Board shall continue to provide the insurance coverage indicated in Section A, 1 and 2 for the employees on an approved leave of absence up to four (4) months.
- C. The employer's obligation to provide its bargaining unit employees with the insurance benefits provisions provided in Sections A 1-2 above by paying the premiums on them shall continue for a period of four (4) months after an employee who has been placed on a sick leave of absence and has exhausted the paid health benefits of twenty-four (24) months provided by the insurance carrier for a total coverage of twenty-eight (28) months. The employer's four (4) month limitation on its obligation to provide the employee with the insurance coverage(s) set forth in Sections A, 1 and 2 above shall only begin to run after the employee on the paid sick leave of absence has exhausted his/her unused sick leave days in accordance with Article XIII, 3H.
- D. The Board shall establish and maintain a plan that is designed to satisfy the requirements for tax favored under Section 125 of the Internal Revenue Code of 1986 (the "Code"). The purpose of the Cafeteria Plan will be to allow eligible employees to waive the health insurance coverage provided under this Agreement and, in lieu of receiving health insurance coverage, receive a cash benefit (in the form of additional compensation) in the amount determined under Article XIII.
- E. During the term of this contract the B.E.S.U. agrees to, effective immediately:
- 1. Go to the MESSA Revised Pak
 - 2. Move to five (5) dollar drug card
 - 3. Increasing the employee deductible from 50/100 to 100/200.
- F. In the remaining years of the contract, if the MESSA rates should increase into the double digits. The B.E.S.U. shall have the responsibility to formulate a way to keep the employer's cost for MESSA under double digit by July 6 of that year.

The options available may be any of the following list.

1. Employee sharing of the cost with pre-taxed dollars.
2. Moving to another MESSA product.
3. Other options

ARTICLE XIV

BULLETIN BOARDS

A bulletin board in each school will be provided for the use of employees posting notices of bonafide employee activities only, and in no case shall advertising, political, obscene, scurrilous printed or written matter be placed on any bulletin board.

ARTICLE XV

PAYROLL DEDUCTION

Employees may have authorized payroll deductions for the following:

FASECU

Tax sheltered annuities under any of the annuity programs agreed to by the Board
And Custodial/Maintenance Unit/MEA/NEA

Premiums for Board approved insurance programs

U.S. Bonds

Other charitable deductions agreed to by Beecher Board of Education and &
C/M/MEA/NEA

Written authorization or cancellation may be submitted to the business office at any time.

ARTICLE XVI

RELIEF AND CLEAN-UP TIME

(Does not apply to Bus Drivers, Bus Aides and Security Aides)

- A. Regular full-time employees shall receive two (2) fifteen (15) minute breaks or the equivalent thereof during their regular working day with such time to be scheduled by the Supervisor of Maintenance and Custodians. Part-time employees working four (4) or more hours shall be allowed one (1) fifteen-minute break.
- B. A reasonable time shall be granted to employees to clean up at the end of their shift; however, the intent of clean-up time is not to shorten the length of the employees' work day nor to allow the employees to leave their jobs earlier than the established quitting time.

ARTICLE XVII

TRANSFERS AND VACANCIES

- 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 a vacancy occurs, the Board shall immediately post same and provide notice to the Union. No vacancy shall be filled, except in case of an emergency and on a temporary basis, until such vacancy shall have been posted at least ten (10) working days. The Board shall have thirty (30) working days following the posting period for testing of bargaining unit applicants and filling of the vacancy. An employee to fill a vacancy shall be placed in the new position within ten (10) working days. Additional time may be mutually agreed to between the Union and the Assistant Superintendent for Personnel.
- C. Employees shall be selected for transfer according to the following:
1. Transfers within classification
 - a. Most senior employee on the basis of classification seniority.
 - b. Most senior employee on the basis of bargaining unit seniority.
 2. Transfers between classifications
 - a. Employees with at least one (1) year experience in the classification within the last three (3) years shall have right to claim the position on the basis of first, classification seniority and second, unit seniority.
 - b. An employee shall be selected for transfer based on qualifications and bargaining unit seniority. The most senior employee shall be selected unless a less senior employee has substantially superior qualifications.
- D. All vacancies shall be filled by bargaining unit employees provided he/she meets minimum posted qualifications. 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. 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.
- E. Employees who are required to make a shift transfer shall receive thirty-six (36) hours notice prior to such transfer.
- F. An employee who is assigned work in a higher rated job classification for more than four (4) hours in a day shall be paid the higher rate for all hours worked on that day in the higher classification.
- G. The Board and the Union may mutually agree to waive the procedure set forth in B above and fill vacancies by job auction.

- G. The Board and the Union may mutually agree to waive the procedure set forth in B above and fill vacancies by job auction.
- H. The Board and the Union may by mutual agreement, establish a trial period for transfers made under Section C above.
- I. An employee on sick leave may return to his/her former shift and classification, seniority permitting. Any employee bumped from a position by an employee who has return rights to his/her former assignment under this section shall have the right to bump back into his/her previous position. Any other employee bumped because of this provision shall have the right to bump the lowest seniority employee in his/her classification, seniority permitting.
- J. An employee on unpaid leave shall have the right to return to his/her former assignment for up to ninety (90) calendar days from commencement of the leave. After ninety (90) calendar days the employee shall have the right to bump the lowest seniority employee in his/her classification, seniority permitting. Any employee bumped because of this provision shall have the right to bump the lowest seniority employee in his/her classification, seniority permitting.

ARTICLE XVIII

OVERTIME

- A. The Supervisor of Maintenance and Custodians shall select twelve (12) individuals for substitute crew with the names of such persons provided to the Chairman of the bargaining unit. As replacements to this group may become necessary, they shall be selected by the Supervisor of Maintenance and Custodians and an up-to-date list shall be provided to the Chairman of the bargaining unit. The Board shall have the right to maintain the substitute crew at a level of twelve (12) individuals not counting temporary substitutes for regular employees on long term disability leaves, unpaid leaves or vacations. If a member of the substitute crew replaces a regular employee on a long term disability leave, unpaid leave or vacation, he shall continue to be considered a temporary substitute and not entitled to any benefits of this contract.
- B. Scheduled overtime for Custodians shall be provided according to the following: 1) full-time employees in the same building, 2) custodians from other building at the option of the Director of Maintenance and Transportation 3) members of the substitute crew. Members of the substitute crew shall not be scheduled to work more than eight (8) hours in any twenty-four (24) hour period or on Saturdays or Sundays unless all regular custodians have refused the work. Overtime shall be rotated to equalize hours for eligible employees within the same building to the greatest degree possible.
- C. Scheduled overtime for all other classifications shall be provided according to the following: 1) full-time employees from the same classification. 2) employees from other classifications qualified to perform the work. 3) members of the substitute crew who are qualified to perform the work. Members of the substitute crew shall not be scheduled to work more than eight (8) hours in any twenty-four (24) hour period or on Saturdays or Sundays unless all employees under 1 and 2 above have refused the work. Overtime shall be rotated to equalize hours for eligible employees within the same classification to the greatest degree possible.
- D. Current record of overtime hours worked shall be provided to the Unit Chairperson and shall be posted in each building on a monthly basis.

- E. Supervisory personnel will not plow snow unless one of the following conditions exists:
 - 1. Emergency.
 - 2. Training of personnel.
 - 3. Employees who normally perform such work are not available.
- F. Any employee called out to work outside of his/her regular working hours shall receive a minimum of three (3) hours work and pay.
- G. A laid-off employee shall be offered the right to have his/her name placed on the substitute crew.

ARTICLE XIX

PROGRESSIVE DISCIPLINE POLICY

- A. No non-probationary employee shall be disciplined without just cause. Discipline shall include warnings, reprimands, suspensions and discharge. Such discipline shall be subject to the grievance procedure, including arbitration. If is further recognized the duly authorized administrative staff shall make the specific recommendation forming the basis for disciplinary action available to the employee and the Union in writing.
- B. The Board and the Union agree that the private lives of the employees are their own affairs unless their conduct should adversely affect their relationship with students or the discharge of their responsibilities.
- C. An employee who is to be given disciplinary action may request union representation. The Union shall be notified when an employee is to be suspended with recommendation for discharge. The employee shall be provided with representation when given a suspension or suspension with recommendation for discharge. The employee will be allowed to discuss his/her discipline or discharge with the Union Representative in a private area made available by the Employer before he/she is required to leave the property of the employer. In emergency situations, the employer has the right to order the employee to immediately leave the premises, at which time the employee shall immediately notify the appropriate union official.
- D. Copies of disciplinary action will be given to the affected employee and the Association President. Such copies shall include the employee's name, the date, the date of the offense, the nature of the offense, the disciplinary action to be taken, the level of the offense, and the name of the Association Representative present.
- E. In imposing discipline, suspension or discharge, the Board shall, except in serious cases follow the principle of progressive discipline, i.e., warning, written reprimands, suspension (with or without pay), or discharge as follows:
 - 1. FIRST OFFENSE verbal or written warning
 - 2. SECOND OFFENSE written reprimand

3. THIRD OFFENSE written reprimand, up to three (3) days suspension
 4. FOURTH OFFENSE written reprimand, up to two (2) weeks suspension
 5. FIFTH OFFENSE written reprimand, up to thirty (30) days suspension
 6. SIXTH OFFENSE suspension with recommendation for discharge
- F. Serious Offenses (include but are not limited to), theft, possession of a concealed or unauthorized weapon, fighting, immoral, illegal, or indecent conduct, deliberate falsification of personnel/payroll records, an absence of three (3) consecutive days without notice to the supervisor or designee, insubordination and/or repeated violation of the rules of the Board, may result in advance disciplinary actions leading to dismissal.
- G. Less Serious Offenses (include but are not limited to), tardiness, leaving the work site without authorization, failure to report the reason for absence prior to the start of the workday, poor work performance. Such offenses usually begin at step 1 of the Disciplinary Procedure and may lead to suspension and dismissal.
- H. Verbal or written warnings and reprimands of a less serious offense, shall remain in the personnel file for a period of twelve (12) months from the date of the disciplinary offense, and shall be removed at the request of the employee.

Discipline resulting in suspension or discharge shall be removed, at the request of the employee, from the employee's file after two (2) years if there has been no reoccurrence of the problem.

If a reprimand is found to be unjust, it will be removed immediately. A bargaining unit member may submit a written explanation or rebuttal to be attached to the original document.

Appropriate discipline will be determined based upon the offense and the prior work record of the employee.

ARTICLE XX

LONGEVITY PAY

- A. Effective July 1, 1971, an employee who has been employed in the Beecher School District fifteen (15) years will receive a longevity payment of 3% of his/her current base wage rate. Thereafter, for each additional five (5) years of service, he/she will receive an additional longevity payment of 3% of his/her current base wage rate.
- B. To qualify for longevity an employee must have at least ten (10) consecutive years of service in the Beecher School District. However, time on approved leave of absence shall count toward the consecutive years of service.

ARTICLE XXI

EFFECT OF LEGISLATION

If any law now existing or hereafter enacted, or any proclamation, regulation or edict of any State or National Agency shall invalidate any portion of this Agreement, the entire Agreement shall not be

invalidated and either party hereto upon thirty (30) days written notice to the other may reopen for negotiations the invalidated provision.

ARTICLE XXII

PROBLEM SOLVING

Monthly meetings will be held with the Beecher Educational Support Unit and representatives of SERVICEMASTER, and Administration to discuss items of mutual interest. Issues such as schedule changes, shift preferences, and job assignments may be referred to this joint problem solving committee as may any contract issues that might arise.

ARTICLE XXIII

SPECIAL BUS DRIVER CONDITIONS

- A. The Board shall have the right to establish the bus runs in the best interest of the school district; however, once established, such runs shall be posted in accordance with Article XVII.
- B. Bus Drivers shall be paid overtime at the rate of time and one-half (1-1/2) for all hours worked over eight (8) in one day and forty (40) in one week.
- C. Bus Drivers shall be paid a minimum of three (3) hours when called back to work on an emergency basis outside their regular work schedules.
- D. Full time Bus Drivers shall receive fringe benefits as provided in Article XIII. Full time shall be defined as at least twenty-five (25) hours of scheduled time per week. Any driver whose scheduled time is permanently reduced below twenty-five (25) hours per week for a period not to exceed one (1) calendar month shall not lose his/her full time status. Drivers working less than twenty-five (25), but at least fifteen (15) hours per week shall receive fringe benefits on a pro-rata basis subject to carrier restrictions and the employee's agreement to payroll deduction for the balance of the premium.
- E. Bus Drivers who apply for and are qualified for other bargaining unit work during the summer months shall be hired prior to any non-bargaining unit personnel. Bus Drivers hired under this section shall receive the hourly rate for part-time (temporary) employees and shall not accumulate seniority or be eligible for any other benefits during such time. The availability of said work shall be made known to bus drivers. The type of work, weekly schedule and duration of assignment shall be clearly stated.
- F. If a Bus Driver has a driver's license suspended for any reason, he/she shall be automatically placed on probation with no further accumulation of benefits and/or seniority. If said license is not reinstated within sixty (60) calendar days, said Bus Driver shall be considered a quit.
- G. Extra Trips
 - 1. The Board has the right to establish all extra trips.
 - 2. Bus Drivers shall sign up for and be assigned extra trips on a rotation basis with hours being equalized to the greatest extent possible. When a driver turns down a trip he/she will be charged with hours for the trip provided the driver is available to perform the trip.

3. In the absence of a driver, the Board has the right to assign starting with the driver with lowest hours.
 4. Extra trips which occur during the summer shall not be rotated.
 5. Bus Drivers shall be paid a minimum of two (2) hours for all extra trips. A trip shall be defined as delivering passengers to a designated location and returning the passengers to a designated location. The Board has the right to divide a trip between two drivers.
 6. Bus Drivers shall be charged for the extra trips on the same basis as pay (straight time hours and/or overtime hours).
 7. On overnight trips the Bus Driver shall be paid for all driving time with a minimum of eight (8) hours per day. The Board shall pay for all meals and lodging. Bus Drivers shall be provided a room separate from the students. Money shall be advanced to cover anticipated meal expenses. Receipts shall be required.
- H. All Bus Drivers assignments will be made by seniority and to maximize hours for regular drivers. Substitute Bus Drivers shall not be used if a regular driver is available for an assignment.
- I. Bus Drivers shall be provided at least thirty (30) minutes of pre-trip time before the first run of the work day. Pre-trip time prior to subsequent runs shall be at least fifteen (15) minutes. Post-trip time shall be at least fifteen (15) minutes. Total time shall not exceed one (1) hour per day.
- J. During the summer months regular Bus Drivers who are available shall be called to substitute for working drivers prior to substitute drivers being called. A regular driver who substitutes during the summer months shall be paid at his/her regular rate.
- K. The Board shall pay all license and test fees for regular Bus Drivers.

ARTICLE XXIV

EVALUATION

- A. The evaluation of the work of all employees is the responsibility of the Administration.
- B. A conference shall take place with the employee and supervisor following each evaluation. A copy of the evaluation shall be given to the employee.
- C. The Board shall provide evaluation criteria for all employees and said criteria shall be the basis for evaluating the employee and making suggestions for improvement.

ARTICLE XXV

SUBSTANCE ABUSE TESTING

A. Definitions

1. "Drug" includes alcohol and any controlled substance whose possession and/or use by a bargaining unit member is unlawful. There will be no use or possession of any illegal drug. There will be no illicit use of a legal drug.

2. "Initial screen" means a breathalyzer or comparable test for the presence of alcohol and the emit (enzyme multiplied immunoassay technique) or comparable test for determining the presence of drug residues in urine.
3. "Confirmatory screen" means a blood or comparable test for the presence of alcohol and the gc/ms (gas chromatography/mass spectrometry) or comparable test for determining the presence of drug residues in urine.
4. "Impaired performance due to drug use" means an objectively demonstrable reduction in the performance of a bargaining unit member's employment duties, during normal working hours or official school functions only, caused by drug use.
5. "Reasonable suspicion of impaired performance due to drug use" means a conclusion based on specific observations of impairment performance by two or more administrators or bargaining unit members.

B. Limitations

The employer agrees that it may test bargaining unit members for drug use only if there exists a reasonable suspicion of impaired performance due to drug use. In particular, the employer expressly agrees not to perform or require any other drug testing during the life of this Agreement, including but not limited to random testing, testing prior to promotion, periodic testing, or drug testing as a part of any physical or psychological examination unless required by law.

- C. The employer agrees that any drug testing will take place only after the employee has been examined by a doctor appointed by the employer and said doctor deems a drug test is appropriate based on information supplied by the employer and his/her personal examination.
- D. No action shall be taken on the basis of a positive initial screen until said result has been substantiated by a confirmatory screen.

E. Discipline

The following steps shall be followed in every case of alleged impaired performance due to drug use.

1. First positive test:

- a. Counseling or rehabilitation will be recommended to the employee.
- b. Employee accepts counseling or rehabilitation:

The employer's designated doctor must approve the employee as fit for duty before he/she may return to work.

- c. Employee rejects counseling or rehabilitation:

The employer's designated doctor must approve the employee as fit for duty before he/she may return to work.

Employee subject to retest within 30 days of return to work.

2. Second positive test:

- a. A positive test will be considered a second occurrence if within 2 years of a first positive test, the employee again tests positive for alcohol or drugs.
- b. Counseling and rehabilitation will be recommended again.
- c. The return-to-work components are the same with a first positive test.
- d. Ten (10) work days suspension.

3. Third positive test:

- a. A positive test will be considered a third occurrence if within 2 years of a second positive test, the employee again tests positive for alcohol or drugs.
- b. There will be no recommendation for counseling or rehabilitation in the case of a third positive test.
- c. Discharge.

4. An employee's refusal to sign a consent, or to participate in an alcohol or drug test after a consent has been signed, will be considered insubordination. The designated penalties are:

First refusal: suspension for 5 working days.

Second refusal (within 2 years of first refusal): discharge.

5. For positive test results:

- a. There is no discipline for a first positive test.
- b. The discipline for a second positive test is a suspension for 10 working days.
- c. The discipline for a third positive test is discharge.

6. The employer reserves the right to discipline, if appropriate, for unacceptable job performance or on the job activity notwithstanding the employee's participation in a rehabilitation program.

7. Time off under this section will be covered by appropriate leave time. Should a test come back negative, the employee shall be made whole for time lost.

ARTICLE XXVI

SAFETY

- A. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. Employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies and equipment, in good repair, to perform their assigned duties.

B. The Union and the Board shall form a Safety Committee to receive complaints regarding safety in the workplace. Said Committee shall be made up of two (2) union members appointed by the Union and two (2) members appointed by the Board. The Committee shall review complaints and make recommendations to eliminate unsafe conditions. The Board shall not unreasonably reject recommendations of the Committee.

ARTICLE XXVII

TERM OF AGREEMENT

This Agreement shall be effective July 1, 2001 and shall remain in full force and effect until 11:59p.m., June 30, 2003, and shall be renewed from year to year thereafter.

BEECHER SCHOOL DISTRICT
SUPPORT UNIT
BOARD OF EDUCATION

BEECHER EDUCATIONAL
MEA/NEA

President

Union President

Secretary

Union Vice President

Treasurer/Bargaining Committee

Secretary/Bargaining Committee

Bargaining Committee

Uniserv Director

Dated this _____ day of _____, 2003 Flint,
Michigan

APPENDIX A SALARY

July 1, 2001

| STEP | CLASSIFICATION | | | | | | | | 2.93% raise |
|------|----------------|---------|---------|---------|---------|---------|---------|--------|-------------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | |
| 1 | \$7.12 | \$9.97 | \$9.94 | \$10.41 | \$10.63 | \$10.88 | \$12.46 | \$9.14 | |
| 2 | \$7.47 | \$10.49 | \$10.15 | \$11.25 | \$11.50 | \$11.75 | \$13.61 | \$9.62 | |
| 3 | \$7.85 | \$11.00 | \$11.60 | \$12.15 | \$12.41 | \$12.70 | \$14.71 | | |
| 4 | | \$11.56 | \$12.53 | \$13.11 | \$13.40 | \$13.71 | \$15.88 | | |
| 5 | | \$12.13 | \$13.54 | \$14.13 | \$14.49 | \$14.81 | \$17.15 | | |

July 1, 2002

| STEP | CLASSIFICATION | | | | | | | | 1.5% raise |
|------|----------------|---------|---------|---------|---------|---------|---------|--------|------------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | |
| 1 | \$7.23 | \$10.12 | \$10.09 | \$10.57 | \$10.79 | \$11.04 | \$12.65 | \$9.28 | |
| 2 | \$7.58 | \$10.65 | \$10.30 | \$11.42 | \$11.67 | \$11.93 | \$13.81 | \$9.76 | |
| 3 | \$7.97 | \$11.17 | \$11.77 | \$12.33 | \$12.60 | \$12.89 | \$14.93 | | |
| 4 | | \$11.73 | \$12.72 | \$13.31 | \$13.60 | \$13.92 | \$16.12 | | |
| 5 | | \$12.31 | \$13.74 | \$14.34 | \$14.71 | \$15.03 | \$17.41 | | |

Part time Step (1) one of classification

Extra Trips 2001 - \$ 9.18 2002 - \$ 9.32

Classifications:

- 1: Bus Aides
- 2: Bus Drivers
- 3: Custodian; Stock Clerk; Mail/Delivery Clerk; Maintenance 1
- 4: Maintenance 2
- 5: Grounds Crew
- 6: Maintenance 3
- 7: Mechanic
- 8: Security Aides

1. Step increases shall take place on the employee's anniversary date.
2. When an employee moves between classifications he/she shall move to the same salary schedule step in the new classification.

3. All current employees will be placed at the top step of the schedule. Employees hired after ratification of this contract will begin at step 1.
4. Administration may give three steps of experience credit to new hires for classifications five and six.
5. The job classification listed under #3 above shall be paid at the 3rd level pay rate. But each job classification is a separate job and shall be considered as such for bidding and/or bumping purposes.
6. Salary increases for the years of 2001 - 2003 will be based on:

The increase for the 2001 – 2002 year as computed by the formula is 2.93% RETRO.

The increase for the 2002 – 2003 year, as negotiated, is 1.5% RETRO.

APPENDIX B

BARGAINING UNIT CLASSIFICATIONS

CLASSIFICATIONS INCLUDED IN THE BARGAINING UNIT:

Part-time

Custodian

Stock Clerk

Mail/Delivery Clerk

Maintenance I

Maintenance II

Maintenance III

Mechanic

Bus Drivers

Bus Aides

Security Aide