MASTER AGREEMENT

2026-2028

Between the Bellevue Educational Support Personnel Association, ECEA/MEA/NEA

and the

Bellevue Community Schools

Bellevue, Michigan

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AGREEMENT

This Agreement entered into this June _30__, 2026, by and between the Board of Education (the "Board") of Bellevue Community Schools (the "District") and the Bellevue Educational Support Personnel Association, Eaton County Education Association, MEA/NEA (the "Association").

PREAMBLE

WHEREAS, the Board 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 Board 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 Board and the Association to strive toward establishing a cooperative labor relations environment founded upon a secure contractual relationship and

WHEREAS, the Board and the Association do hereby set forth and memorialize this as their contractual agreement.

ARTICLE 1 – RECOGNITION

A. Pursuant to the laws of the State of Michigan, the Board 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, AND PARAPROFESSIONAL bargaining unit members. Excluding per diem substitutes, supervisors, bookkeepers, confidential secretaries, and all other employees.

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

C. The Board 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 six (6) months.

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

ARTICLE 2 - BOARD RIGHTS

A. The Board 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 rights 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 workplace 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.

8. The right to make reasonable provisions for the health, safety, and first aid of its employees during hours of employment in an emergency situation (i.e., pandemic), subject to negotiation within thirty (30) to ninety (90) days of implementation of provisions for the health, safety, and first aid of employees.

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 3 - ASSOCIATION 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 Board 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, and the request will be granted provided it complies with the District's facility use policy. 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 the Board's standard 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 approval by the supervisor, principal, or their 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 representatives 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. Work time missed for Association business shall be made up by the employee, unless the employee is attending a meeting arranged by a District administrator.

F. The Association shall have five (5) days annually for Association business; no more than two (2) bargaining unit members may be absent on any one day. Notification will be made in writing to the building principal at least three (3) calendar days before the day to be used. The Association shall pay the cost of a substitute if a substitute is hired. The Association shall reimburse the Board on a current basis those sums paid to the Office of Retirement Services for Association business days. By mutual consent of the Employer and the Association, the Association President(s) shall have additional time to address Association member issues within the District during the school day that cannot be addressed during non-working hours.

G. When requested by the Association, the Board agrees to make available public budgetary and other information that 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 Board agrees to provide the Association with any information that may be necessary to process a grievance or complaint, provided that such information does not violate the individual employee's legal rights.

H. The employee shall have reasonable access to the District's existing adult restrooms and lavatory facilities. 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.

ARTICLE 4 - 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 medical leave shall continue to accrue seniority for up to 1 year. Seniority is not cumulative among seniority wage classifications and may be exercised only within the wage classification in which it is accumulated. Movement from one wage classification to another shall not terminate the seniority the employee has accumulated in any other wage classifications previously, provided there has been no break in continuous employment.

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

1. Secretarial/Administrative Assistant.

2. Library Paraprofessionals/Office Clerks.

3. Paraprofessional Lunch or Recess employees.

4. Paraprofessional 1 on I or Instructional.

5. Early Childhood Certified.

C. Employees shall not accumulate or vest the right to exercise seniority until completion of the sixtieth workday of employment. Upon completion of the ninety (90)- day actual workday probationary period, the employee shall be credited with seniority rights from the date of hire.

D. The Board shall prepare and maintain a seniority list showing the length of service of each employee within the bargaining unit's respective seniority classifications. Two (2) copies shall be furnished to the Association President on August 15 of each year. If there is no challenge to the seniority list within ten (10) workdays of the Association President's receipt of the seniority list, such list shall be considered final and not subject to the grievance procedure. 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, or failure to be recalled within (2) two years of layoff.

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 Board. An employee who accepts a supervisory position with the Board 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 5 - ASSIGNMENTS, VACANCIES AND TRANSFERS

A. A vacancy shall be defined as a newly created 01' 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. A vacancy can also occur if an employee is on extended disability leave. The Board shall determine when to create, continue, suspend, or eliminate a position.

B. An assignment shall be defined as the number of hours doing a particular job at a particular site.

C. A transfer shall be defined as a voluntary change of assignment.

D. Job descriptions may be obtained by all current bargaining unit members and by all new bargaining unit members when hired by the Board. The descriptions will include at a minimum:

1. Job title and description

2. Minimum qualifications

3. General statements of required tasks and responsibilities.

Any postings shall be based upon said job descriptions. Job descriptions may be changed by the Board after consultation with the Association. When job descriptions are revised, copies will be given to the Association President.

All vacancies shall be posted for at least five (5) workdays to allow internal and external applicants to apply prior to making a decision on the position. The Board may temporarily fill any vacancy during the posting and selection process with another employee or with a substitute.

E. After the expiration of the posting period, the Board 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 Board 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 Board's decision in filling the position shall be final. The selected applicant shall be notified in writing of their selection and the time and place to report for work.

F. All employees shall be notified in writing by the Board of their assignments at least thirty (30) days prior to the beginning of their respective work years, whenever possible. The assignment notices shall indicate the employees' scheduled hours and anticipated years of service. The scheduled work hours of any employee may be modified upon written notice issued to the employee twenty-four (24) hours in advance, or less in the case of an emergency. When a reduction in hours is necessary, the Board shall give the employee ten (10) workdays' written

notice of the reduction, except when the ISD has provided less than two weeks' notice to the district.

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

ARTICLE 6 - LAYOFF AND RECALL

A. The Board may determine in its discretion when and how it must reduce the hours worked by employees in the workforce. The Board may decide to eliminate positions or reduce the hours of any positions in its discretion.

B. When the Board 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.

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) workdays' 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 one year from the date of layoff from the seniority classification.

F. When the Board 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 fifteen (15) - day trial period within which to demonstrate his/her ability to perform the work. Any employee in a trial period may request in writing that his/her immediate supervisor remove him/her from the new position. Upon such request, the Board shall return the bargaining unit member to his/her prior position and wages.

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 7 - DISCIPLINE AND DISCHARGE

A. Upon satisfactory completion of the ninety (90) actual workday probationary period, an employee will not be disciplined or discharged without just cause.

B. The Board 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 Board shall conduct an investigation to determine the relevant facts and conduct an investigation 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 8 - 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) workdays 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) workdays of the occurrence of the events upon which it is based, the immediate supervisor may respond in writing within ten (10) workdays 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 (10) workday period allowed for the response, the employee or the Association may appeal the grievance to Step Two within five (5) 'workdays 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 timelines provided for appeal, the Superintendent shall arrange to meet with the Association representative within ten (10) workdays to discuss the grievance. The Superintendent shall have ten (10) workdays 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 timeline 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) workdays after receipt of the Superintendent's response or the deadline for the response, whichever occurs first.

Step Three: If the grievance is not satisfactorily resolved at Step Two, within ten (10) workdays of receipt of the Step Two decision, the UniServ Director may submit the grievance to non-binding grievance mediation to be facilitated by the Michigan Employment Relations Commission. If the Association and the Board do not reach a settlement of the grievance, the Association may submit the grievance to Step Four.

Step Four: Upon receipt of the written grievance within the timeline 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) workdays 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 Board. Failure of any representative of the Board to respond at any level within the timelines specified shall enable the Association to appeal to the next level of the grievance procedure within the designated timelines.

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) workdays 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 Board.

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.

ARTICLE 9 - LEAVE OF ABSENCE

A. Paid Leave:

1. A member of BESPA will be credited with 12 Leave Days (LD) per school year on the first day of the employee's contract. For each District Earned Sick Time Act (ESTA) benefit year, the first 72 hours of any paid leave may be used for any ESTA purpose. If any of those 72 hours of paid leave are used for an ESTA purpose, then ESTA applies to the use of that paid time off. The Employee's use of earned sick time is subject to the terms and conditions specified in ESTA and the District's ESTA policy, as adopted and amended from time to time. These days are intended for illness or personal business that cannot be scheduled outside the existing calendar. If a contract starts later in the school year or the employee resigns without fulfilling the terms of the contract, the employee will be allowed the total number of days equal to one (l) day per month (not to exceed ten (10) days) for each total month served through the last day of that school year. Employees may use paid leave days prior to the month in which they are earned but shall reimburse the Board for any unearned days used. Unused paid leave days shall accumulate to a maximum of one hundred fifteen (115) days for year-round employees and eighty-nine (89) days for school-year employees. 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. Leave days cannot be used during Professional Development days

3. Funeral Leave. A leave of absence with pay not chargeable against the employee's sick leave shall be granted 'for up to ten (1 ()) days for the death of a spouse, child, or stepchild. Up to five (5) days shall be granted for death in the immediate family other than spouse or child (namely: parents, brothers, sisters, stepparents, stepbrother, stepsister, 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.

4. 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.

5. 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 Board 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 Board 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 Board of the necessity for the absence as soon as he/she is advised of the obligation to serve or appear. Upon return, the employee will provide proof of service to the central office.

6. Worker's Compensation for 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. Family and Medical Leave Act ("FMLA") leave will run concurrent with worker's compensation.

7. Michigan Paid Medical Leave Act ("MPMLA"). In accordance with the MPMLA, MCL 408.961 e/ seq., an eligible non-exempt (hourly) employee may use up to forty (40) hours of paid medical leave for any of the following for the employee or employee's family member per fiscal year:

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

   A family member includes a child, parent, spouse, grandparent, grandchild, or sibling as defined by the MPMLA.

   To be eligible, the non-exempt (hourly) employee must be employed for more than 25 (twenty-five) weeks in a calendar year, worked an average of at least 25 (twenty-five) hours per week during the immediately preceding calendar year.

B. Unpaid Leaves:

1. Application. Employees may make an application for unpaid leaves of absence greater than five (5) workdays without pay or benefits (unless there is coverage under FMLA or MPMPLA) to their supervisor provide at least two (2) to three (3) days' notice prior to the commencement of the leave. The application must contain a statement of the purpose and duration of the leave requested. The application shall be forwarded to the Superintendent for the 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 or ELMA, shall be placed on an extended illness unpaid leave of absence for the duration of his/her disability up to one (l) year consistent with the American with Disabilities Act.

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 (l) 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.

The Employee must provide updates every thirty (30) days when they are on a leave of absence. When documentation is requested by the Board, it will be provided by Employee. If the leave is of a duration greater than one (l) year, the Board's obligation shall be limited to returning the employee to a vacant similar 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 ended without credit for the time spent on leave of absence.

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

ARTICLE 10 - 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 workday unless expressly provided by the terms of this Agreement.

When scheduled workdays are canceled due to inclement weather, fires, epidemic, mechanical breakdowns, or health conditions as defined by the city, county, or state health authorities, employees will not be paid for such days unless:

1. It is one that will not be rescheduled or

2. The rescheduled day would not be an addition to the employee's previously scheduled work year.

Employees not paid for the canceled day under those circumstances shall work on the rescheduled days of student instruction that are established by the Board and will be paid at their regular daily rate of pay.

On a cancelled day, 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 workday 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. 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 at least fifteen (15) years at the time of retirement will be paid for accumulated leave time at forty dollars ($40) a day for all accumulated days. An employee must have accumulated at least forty (40) days of leave to be eligible for this payment.

D. 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) minute 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.

E. For the purposes of administering this contract, full-time is defined as scheduled to work thirty (30) hours or more per work week in this bargaining unit, and half-time is defined as scheduled to work twenty (20) or more hours, but less than thirty (30) hours per work week in this bargaining unit.

F. 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 at a mileage rate equal to the maximum current allowable Internal Revenue Service rate per mile. _Mileage will be computed on the basis of actual miles logged and reported each month.

G. The Board shall provide paraprofessional, library and office clerk employees who work the school year with three (3) professional development and/or non-instructional workdays in addition to all scheduled days of student instruction.

H. Whenever any bargaining unit member substitutes for an absent bargaining unit member in any teaching bargaining unit position, the substituting member shall be paid his/her regular rate of pay or the rate of pay of an outside, third-party substitute, whichever is greater. If the time spent as a substitute qualifies as overtime, then the substituting member shall receive the appropriate overtime rate.

I. The normal work year of the elementary secretary and the Jr/Sr High School secretary shall include the two weeks preceding the start of the school year for students and the two weeks following the end of the school year for students. Both building secretaries shall normally also work these weeks, plus shall work four hours per day during the summer months. Vacation time for Jr/Sr High School secretary shall be calculated on an hourly basis. Building secretaries shall not work normally during the Christmas or spring break. The District reserves the right to control

work hours and schedules, but they shall not be less than those outlined in this paragraph.

ARTICLE 11 - PAID VACATION

A. Employees who are scheduled to work year-round (at least 48 weeks per year) shall be eligible for vacation in accordance with the provisions in this Article.

B. Vacation shall accrue to employees as follows:

1. An employee who has been employed by the District less than one (I) year shall receive paid vacation hours equivalent to one-half (1/2) of his/her workday for each thirty (30) calendar days of employment prior to July I of the first year worked. The maximum paid vacation an employee receives under this provision shall be five (5) days.

2. After one (1) full year of employment with the District (July 1 through June 30), an employee shall receive five (5) days of paid vacation.

3. After two (2) full years of employment with the District, an employee shall receive ten (10) days of paid vacation per year.

4. After five (5) full years of employment with the District, an employee shall receive fifteen (15) days of paid vacation per year.

5. After ten (10) full years of employment with the District, an employee shall receive twenty (20) days of paid vacation per year.

6. After twenty (20) full years of employment with the District, an employee shall receive twenty-five (25) days of paid vacation per year.

C. A "day" of paid vacation shall be equal in hours to the employee's regularly scheduled day during the school year for students.

D. Effective July 1 of each year, employees will be eligible to use the paid vacation they have accrued during the year just ended on June 30.

1. Paid vacation days are to be scheduled primarily during the time periods when school is not in session.

2. Requests for paid vacation during school hours may be denied if a substitute is not available to cover the employee's absence.

3. Requests for paid vacation shall not exceed ten (10) consecutive workdays if the vacation occurs during school hours.

4. The District reserves the right to limit the number of employees in each building who are on vacation simultaneously.

E. Vacation scheduling may be requested at any time. However, no vacations may be taken the week before the start of school or during the last week of school. Consideration will be given to granting vacation requests during these two weeks for special circumstances.

F. Vacation requests will be granted or denied on a first-come, first-served basis, within five (5) workdays of their receipt by the District administration. If more than one request is received on the same day for the same vacation date(s) and not all requests can be granted, they will be denied in reverse seniority order. That is, the request of the least senior employee will be denied first.

G. Vacation time must be used within the fiscal year (July 1 through June 30). An employee may not waive his/her vacation and receive extra pay for work during that period. No later than April I of any given year, each employee shall have used or scheduled for use all of his/her paid vacation time for that fiscal year.

H. Employees whose employment ends for any reason (including death) shall be paid for all of the unused paid vacation they were eligible to use as of July I of the fiscal year in which their employment ends. Normally, the actual employment end date will be listed as the date on which the employee's unused paid vacation time is exhausted.

I. Effective September 1, 1999, an employee who has 'worked for the District at least ten (10) years and who gives notice of his/her intent to resign or retire shall be eligible for payment of accrued 'vacation benefits in accordance with the following conditions.

1. All unused vacation time available as of July 1 of the fiscal year in which he/she resigns or retires shall be paid in full in accordance with Paragraph H above.

2. Vacation accruing during the fiscal year in which he/she retires or resigns (available for use the following July 1) shall be paid on a pro-rata basis. For example, an employee who resigns or retires as of January 1 would have accrued and be paid for 1/2 of the vacation time he/she would become eligible to use on the next July 1.

J. Employees who are dismissed and whose dismissals are not overturned shall forfeit payment of accrued vacation that is not yet eligible for use by the employee (See paragraph H. above.)

ARTICLE 12 – HOLIDAYS

A. All employees shall receive their regular daily rate of pay for the following holidays, which fall within their scheduled work year. That is, the holiday must be at least one day after the first day an employee is scheduled to report to work for the year, and at least one day before the last day an employee is scheduled to report to work for the year.

Holiday	Sec./Clerk	Parapro
Labor Day	X	X
Thanksgiving Day	X	X

Friday after Thanksgiving	X	X
Christmas Eve	X	X
Christmas Day	X	X
New Year's Eve	X	X
New Year's Day	X	X
Good Friday	X	X
Memorial Day	X	X
4th of July	X	

B. The employee must work their scheduled workday immediately before and immediately after the holiday to receive pay for the holiday. An employee who uses paid leave (including paid vacation) for a day's absence shall be considered to have worked the day. Paid leave granted prior to or following holidays and breaks shall be awarded at the superintendent's discretion through the formal approval process.

C. Pay for a holiday shall be equal to the employee's normal daily pay. Each employee shall be paid his/her regular rate of pay for the number of hours he/she is regularly scheduled to work.

D. Employees may use their leave time for days when we have unpaid days off (excluding PD days)

ARTICLE 13 – OVERTIME

A. 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. Employees shall be paid one and one-half (1 1/2) times their regular rate for any hours worked on Saturdays and double their regular rate for any hours worked on Sundays and Holidays. All hours worked, including overtime, must be submitted to the employee's supervisor on a timesheet. All overtime must be pre-approved by the employee's supervisor. Failure to follow these requirements will result in denial of overtime pay. The Board, with the 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.

B. Overtime shall be offered first to employees in the classification, according to seniority, among those with the qualifications and experience necessary to perform the duties of the position for which overtime is required. If the overtime is not in a specific building, then it shall be awarded in rotation according to seniority within the classification. Any claim related to the distribution of overtime hours shall be resolved by assignment of the next available hours until the discrepancy is eliminated.

1. Employees who do not wish to work overtime may request in writing that they not be considered for overtime. Such requests shall last from September 1 through August 31 of any given school year.

2. Employees in a given classification within a building shall be offered overtime according to seniority before being offered to employees in a different classification.

3. In the event that everyone in a given building declines an overtime opportunity, the overtime shall be offered to the next person in the classification who meets the qualifications necessary to perform the duties.

C. The District reserves the right to hire temporary help to perform overtime work, which must be done when all employees in the classification refuse the work, or are unavailable.

ARTICLE 14 - INSURANCE BENEFITS

A. For employees who are employed thirty hours or more per week, the Board will pay the Essentials at MESSA's single-subscriber rate for the duration of this Agreement. The Essentials by MESSA single subscriber is Five Hundred Ninety Dollars and 52/100 ($590.52) per month. Effective January 1, 2024, both parties agree that the increased single-subscriber rate will apply. For employees who decide not to select the insurance offered above, the Board will pay a cash-in-lieu amount of Five Hundred Dollars and 00/100 ($500.00) per month, effective September 1, 2023, in accordance with the Board's Section 125 Cafeteria Plan. In order to ensure that eligible employees receive cash-in lieu in compliance with the Patient Protection and Affordable Care Act ("PPACA"), the following conditions must be met: (l) the employee voluntarily and in writing opts out of the available medical health care plan; and (2) provides documentation to the Superintendent's designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the PPACA.

Consistent with PA 152 of 2011, the "monthly cost" of health insurance shall include fees, assessments, commissions, and taxes that come from the insurance carrier, company agent, Insurance Provider Assessment Act, the Patient Protection and Affordable Care Act ("PPACA"), or other costs required to be accounted for under PA 152.

The health insurance cap shall first be applied to medical premiums, then second to any payment, if any, made by the Board during the "medical benefit plan coverage year," toward Board reimbursement of copays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs.

B. The Board will pay premiums for a dental care program comparable to the Delta Dental Plan C 50/50 for all employees regularly scheduled to work thirty (30) hours or more each week of their scheduled work year.

C. The Board will pay premiums for a vision care program 50/50 for all employees regularly scheduled to work thirty (30) hours or more each week of their scheduled work year.

D. Dual coverage for spouses shall not be permitted where both individuals are employed in this bargaining unit and are otherwise eligible for coverage.

D. Changes in family status shall be reported by the employee to the business office within thirty (30) days of such change.

ARTICLE 15 – Certifications

A. All current employees will be required to take the ETS parapro test in order to maintain employment

B. All newly hired paras will be required to take the ETS parapro test in order to be employed

ARTICLE 16 EVALUATIONS

A. The Board may conduct formal written evaluations of employee performance. Employees will be able to discuss and establish written goals. Should the Board 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 regarding the evaluation instrument prior to its implementation or modification.

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

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

D. If an employee is placed on an improvement plan, the employee must show progress toward meeting the established goals. If the goals are not met, the employee may be su12ject to discharge for just cause.

ARTICLE 17- DURATION OF AGREEMENT

A. Entire Agreement

This Agreement constitutes the sole and entire Agreement between the parties and supersedes all prior practices, whether oral or written, and sets forth all obligations imposed upon the Board 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 Board 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 Board 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 I 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 be effective upon ratification and shall continue in effect until June 30, 2026. This agreement shall not be extended orally and it is expressly understood that all of its terms shall expire on the date indicated.

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 building as stewards. The principals and Association representatives may meet periodically to review the administration of the contract and resolve any problems that 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

No later than April 15 of the final year of this Agreement, unless mutually agreed, the parties will meet to discuss a negotiation schedule for a new contract covering wages, hours, terms, and conditions of employment. Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

ARTICLE 18 - EMERGENCY MANAGER

An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1501 et seq., may reject, modify, or terminate this collective bargaining agreement as provided in the Act.

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

BELLEVUE EDUCATIONAL SUPPORT PERSONNELASSOCIATION, EATON COUNTY EDUCATION ASSOCIATION, MEA/NEA

By: TA Julie Jordan
Its: President

BELLEVUE COMMUNITY SCHOOLS BOARD OF EDUCATION

By: _____
President

APPENDIX A

Wage rates effective upon ratification through June 30, 2027. Wage reopener in the spring of 2027 for the 2027-28 school year.

Step	Sec/Admin	GSRP Assoc-Teacher	Para	Para Degreed
1	$21.00	$19.68	$18.25	$18.75
2	$21.27	$20.00	$18.50	$19.00
3	$21.56	$20.34	$18.75	$19.25
4	$21.85	$20.68	$19.00	$19.50
5	$22.14	$21.03	$19.25	$19.75
6	$22.44	$21.38	$19.50	$20.00
7	$22.75	$21.74	$19.75	$20.25
8	$23.06	$22.10	$20.00	$20.50
9	$23.38	$22.48	$20.25	$20.75
10	$23.71	$22.86	$20.50	$21.00
11	$24.04	$23.25	$20.75	$21.25
12	$24.38	$23.65	$21.00	$21.50
13	$24.72	$24.05	$21.25	$21.75
14	$25.08	$24.46	$21.50	$22.00
15	$25.44	$24.89	$21.75	$22.25
16	$25.80	$25.31	$22.00	$22.50
17	$26.18	$25.76	$22.25	$22.75
18	$26.56	$26.20	$22.50	$23.00
19	$26.95	$26.66	$22.75	$23.25
20	$27.34	$27.13	$23.00	$23.50
21	$27.75	$27.60	$23.25	$23.75

Longevity:

In addition, the District agrees to pay employees with three (3) to ten (10) years of service an off-schedule payment of $500 on or before November 29, 2026, and an off-schedule payment of $500 on or before March 31, 2027.

The District agrees to pay employees with eleven (11) to twenty (20) years of service an off-schedule payment of $1000 on or before November 29, 2026, and an off-schedule payment of $1000 on or before March 31, 2027.

The District agrees to pay employees with 21 plus years of service an off-schedule payment of $1250 on or before November 29, 2027, and an off-schedule payment of $1250 on or before March 31, 2026

APPENDIX B

GRIEVANCE#_____

Submit to Supervisor in Duplicate

Building	Assignment	Name of Grievant	Date

Date of alleged violation grieved:_____

A. Provisions of contract allegedly violated:

B. Specific facts leading to and reasons supporting grievance:

C. Relief requested:

_____

Signature of Grievant

STEP 1

A. Date discussed with Supervisor: Date _____

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 Superintendent:

_____ _____

Signature Date

C. Position of Grievant and/or Association:

Signature _____ Date _____

STEP 3

A. Date filed with the Michigan Employment Relations Commission:_____

B. Disposition of MERC:

Signature _____ Date _____

C. Position of UniServ Director:

Signature _____ Date _____

STEP 4

D. Date filed with Board of Education or Designee

E. Disposition of Board:

_____

_____

Signature Date

F. Position of Grievant and/or Association:

_____

_____

Signature Date