

MECHANICS

**AGREEMENT
BETWEEN
THE BAY CITY BOARD OF
EDUCATION
AND**

**International Brotherhood of Teamsters
Local Union No. 486**

2009-2010

2010-2011

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INTRODUCTION

THIS AGREEMENT, made and entered into, by and between Bay City Board of Education, located at Bay City, Michigan, party of the first part, and hereinafter termed the Employer, and Local Union No. 486, affiliated with the International Brotherhood of Teamsters, located at Saginaw, Michigan, party of the second part, hereinafter called the Union.

Both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful and economic relations between the parties:

MANAGEMENT RIGHTS

It is recognized by all parties hereto that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself - without limitation - all powers, rights, authority, duties and responsibilities conferred upon the vested in it by the laws and the Constitution of the State of Michigan and of the United States. It is further recognized that the exercise of said powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. These rights shall include, but will not be limited to, the right to determine the number of jobs, nature of the work available, and when, where, and how the work is to be performed, and what equipment shall be used.

ARTICLE I

RECOGNITION: AGENCY SHOP AND DUES

Section 1.1 Recognition

- a) The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Schedule "A".

- b) The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees or persons other than the employees in the Bargaining Units here involved, to perform work which is recognized as the work of the employees in said unit.

Section 1.2 Agency Shop

- a) Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters.
- b) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receive equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this agreement have been made for all employees of the bargaining unit and not all for members of the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

- c) In accordance with the policy set forth under paragraphs one (1) and two (2) of this section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present regular employees such payment shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, which ever is the later, and for new employees the payment shall start thirty-one (31) days following the date of employment.
- d) Both parties recognize that the failure of any employee to comply with the provisions of this Section is just and reasonable cause for discharge from employment.
- e) If any provision of the Article is invalid under Federal Law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of

Federal or State Law or shall be negotiated for the purpose of adequate replacement.

Section 1.3 Check-off

The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employees, the same is to be furnished in the form required.

The Local Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees, (full or installment), or uniform assessments owed and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount from the first pay check following receipt of statement of certification of the member and remit to the Local Union in one lump sum. The Employer shall add to the list submitted by the Local Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

The Employer will recognize authorization for deductions from wages, if in compliance with State Law, to be transmitted to the Local Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of State or Federal Law. No deduction shall be made which is prohibited by applicable law.

The Union shall hold the District harmless on account of any dues or representation fees deducted and remitted to the Union associated with the implementation of this article.

Section 1.4

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, saving bonds, union dues, or service fees, United Fund, insurance programs, or any other plans or programs jointly approved by the Union and the Board.

Section 1.5

D.R.I.V.E. Check-off: The Employer agrees to deduct from the pay check of all employees covered by this agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "Weeks Worked" includes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters, in care of International Brotherhood of Teamsters, 25 Louisiana Ave., N.W., Washington, D.C. 20001, on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf the deduction is made, the employees social security number and the amount deducted from the employees paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employers actual cost for the expense incurred in administering the weekly payroll deduction plan. Any employee may cancel this contribution at any time with written notice to the employer. Changes pursuant to this section will only be made once per school year per employee.

ARTICLE II

COMPENSATION

Section 2.0

Attached hereto and marked, Schedule "A", is a schedule showing classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule "A" shall constitute a part of this Agreement.

Section 2.1

Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one day or forty (40) hours in one week, whichever is greater, but not both. Time and one-half will be paid for all Saturdays. Double time will be paid for all Sundays and Holidays. The provision of time and one-half over eight (8) hours in any one day or Saturdays, or double time on Sundays or Holidays shall not be applicable in any week where the particular employee is absent by reason of an unexcused or unexplained absence.

Section 2.2

A longevity payment shall be paid according to the following schedule:

On the 10th, 11th, 12th, 13th, and 14th, year of service.....4% of Maximum of Classification.

On the 15th, 16th, 17th, 18th, 19th, year of service.....5% of Maximum of Classification.

On the 20th, 21st, 22nd, 23rd, 24th year of service.....6% of Maximum of Classification.

On the 25th, 26th, and 27th year of service.....8% of Maximum of Classification.

On the 28th year of service and thereafter.....12% of Maximum of Classification.

These years shall be determined by the following method:

An employee hired during the first half of the school fiscal year, or between July 1 and January 31, shall have a longevity date as of July 1 of the fiscal year. An employee hired during the last half of the school fiscal year or between February 1 and June 30, shall have a longevity date of July 1 of the following fiscal year. For example: A person hired on January 15, 1974 will have a longevity date of July 1, 1973. A person hired on March 15, 1974, will have a longevity date of July 1, 1974.

Section 2.3 Job Performance Quality

An employee whose past overall quality of work performance meets or exceeds expectations shall be paid an additional one and one-half percent (1.5%) work performance payment on his/her twentieth year of service and thereafter. If the Administration wishes to deny an employee the one and one-half percent (1.5%) job performance, the Administration shall provide written notification to the employee before March 1 prior to the employee's twentieth year of service. Any denial shall be based upon recorded evidence in the employee's personnel file that the employee's overall work performance does not meet the expected quality of work performance.

Any employee whose one and one-half percent (1.5%) work performance denial has been upheld but whose past five years work performance prior to the Employee's twenty-fifth year of service indicate that the employee's overall quality of work performance meets or exceeds expectations shall be paid an additional one and one-half percent (1.5%) work performance payment on his/her twenty-fifth year of service

and thereafter. If the Administration wishes to deny an employee the one and one-half percent (1.5%) job performance, the Administration shall provide written notification to the employee before March 1 prior to the employee's twenty-fifth year of service. Any denial shall be based upon recorded evidence in the employee's personnel file that employee's overall work performance does not meet the expected quality of work performance.

Twentieth and twenty-fifth years of service shall be as determined in Section 2.3.

Section 2.4

Paid holidays shall be: July Fourth, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, and Memorial Day. The following days shall be days paid but not worked: the day after Thanksgiving, the day before Christmas, the day before New Year's and the Monday following Easter providing school is not in session (employees have the option to move the day following Easter, when available, to connect with July 4th or the Wednesday before Thanksgiving as a bargaining unit choice). If Administration requires that employees work on days specified as non-work days, the employee will be paid according, specifically, they will be paid one day's pay at straight time, in addition to their normal work day pay. The following Holidays change from year to year; therefore, following is a synopsis based on the day of the week:

If July Fourth falls on:

Sunday, the Monday after in lieu;
Monday, Monday only
Tuesday, the Monday before and Tuesday;
Wednesday, Wednesday only;
Thursday, Thursday and the Friday after;
Friday, Friday only;
Saturday, the Friday before in lieu.

If Christmas Day falls on:

Sunday, the Friday before and the Monday after;
Monday, Monday and the Tuesday after;
Tuesday, Tuesday and the Monday before;
Wednesday, Wednesday and the Tuesday before;
Thursday, Thursday and the Friday after;
Friday, Friday and the Thursday before;
Saturday, the Thursday and Friday before.

If New Year's falls on:

Sunday, the Friday before and the Monday after;

Monday, Monday and the Tuesday after OR the Friday before when students are in session on the Tuesday after;

Tuesday, Tuesday and the Monday before;

Wednesday, Wednesday and the Tuesday before;

Thursday, Thursday and the Friday after;

Friday, Friday and the Thursday before;

Saturday, the Thursday and Friday before.

Section 2.5

An employee participating in any mandatory formal grievance procedure including arbitration, shall be release from regular duties without loss of salary.

Section 2.6

As new positions, which fall within the scope of the bargaining unit, are created, salaries for such positions shall be negotiable.

Section 2.7

Employees transferring from one position to another within the bargaining unit will retain their experience factor, seniority date, and their longevity date.

Section 2.8

Employees transferring to another position in the Bay City Schools shall have their experience factor and seniority date frozen as of the date of transfer until their return. Their original longevity date will remain with them during their employment with the Bay City Schools.

Section 2.9

All employees covered by this Agreement shall not have more than seven days withheld. Each employee shall be provided with an itemized statement of his gross earnings and deductions.

ARTICLE III

EXTRA CONTRACT AGREEMENTS

Section 3.0

The employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with said employees individually or collectively, which in any way conflicts with the terms or provisions of the Agreement, or which in any way affects wages, hours, or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE IV

SENIORITY

Section 4.1 - Additional Help

When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Section 4.2 - New Employees

A new employee shall work under the provisions of the Agreement, but shall be employed only on a ninety (90) calendar day trial basis, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. During said ninety (90) days training/probationary period, said employee shall serve no more than forty-five (45) days on the first shift.

Section 4.3 - Seniority List

The Employer shall post or provide a list of the employees arranged in order of their seniority.

Section 4.4 - Lay-off & Recall

- a) Strict seniority shall prevail in the lay-off and rehiring of employees. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. In the laying off and the rehiring of laid off personnel, the particular work performed by said employee should be considered as an important factor. The Union and the Employer jointly shall decide the extent to which "work performed" shall hold weight in determining the lay-off and re-hire of personnel.
- b) In the event of a lay-off, an employee so laid off shall be given ten calendar days' notice of recall mailed to his last known address. The employee must respond to such notice within three calendar days after delivery of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he shall lose all seniority rights under this Agreement.

Section 4.5 - Controversies

Any controversy over the seniority standing of any employee or the seniority list shall be submitted to the grievance procedure.

Section 4.6 - Loss of Seniority

Seniority shall be lost only by discharges, voluntary quit, layoff for a period of more than two (2) years as provided in Section 4 (b) above, or if an employee is absent three (3) consecutive work days without having called in to notify the Board of a justifiable reason for such absence.

Section 4.7 - Non-Unit Work

Employees who have the classifications of work covered by this Agreement, but remain in the employ of the Employer in some other capacity, may return to the bargaining unit with the same seniority rights they had when they left the bargaining unit with no accumulation of seniority for the period outside the bargaining unit, but shall retain his original longevity date. Employees of the Bay City Schools transferring to the bargaining unit shall retain their original longevity date but shall be considered a new employee for seniority purposes.

ARTICLE V

DISCHARGE - DISCIPLINE - DISCRIMINATION

Section 5.1 - Discharge:

The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and job steward affected, except that no warning notice needs to be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness or recklessness resulting in serious accident while on duty or the carrying of unauthorized passengers while on the job. The warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of said warning notice.

Discharge must be by proper written notice to the employee and the Union. Any employee may request an investigation as to his discharge or suspension. A request by an employee for an investigation as to this discharge or suspension must be made by written request within five (5) days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) days and a decision reached within fifteen (15) days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) days, the case shall then be taken up as provided for in Article 6 hereof.

Section 5.2 - Uniform Rules

If uniform rules and regulations with respect to disciplinary action are drafted, and approved, by the Union and Employer, such approved uniform rules and regulations shall prevail in the application and interpretation of the Article. Uniform rules and regulations not approved by the Union shall be subject to the grievance procedure.

Section 5.3 - Union Activities

Any employee members of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership activities.

ARTICLE VI

ARBITRATION AND GRIEVANCE PROCEDURE

Section 6.1

A "grievance" is a claim that there has been a violation, misinterpretation or inequitable application of the specific and expressed terms of the agreement. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow-downs, walk-outs or any other cessation of work or lockouts.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the employer and the Union. In the event that any grievance cannot be settled in this manner the question may be submitted by either party for arbitration as hereinafter provided.

Section 6.2

- a) Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1 By conference between the aggrieved employee, the shop steward, or both, and the supervisor.

Step 1 (a) Before proceeding to Step 2 below, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided for by the Local Union.

Step 2 By conference between an official or officials of the Union and the Director of Human Resources/Labor Relations.

Step 3 In the event the last step fails to settle the complaint it shall be referred to an impartial arbitrator upon the request of either party. The Executive Board of the Local Union has the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union.

The procedure set forth herein may be invoked only by the authorized Union representative or the Employer.

- b) Either party may submit a list to the other, said list to contain the names of responsible citizens, any of which shall be capable of handling an arbitration. The parties shall select one individual from the lists and that person shall act as the impartial arbitrator. If no agreement can be reached on the selection of the impartial arbitrator, he shall be appointed by the Michigan Employment Relations Commission.

The decision of the impartial arbitrator shall be rendered without undue delay and shall be final and binding on both parties.

The impartial arbitrator shall have the sole and exclusive power and jurisdiction to determine whether or not a particular grievance, dispute or complaint is arbitrable, under the terms of this Agreement.

The impartial arbitrator shall have the authority to order full, partial, or no compensation, for time lost.

- c) Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than ten (10) days after such has happened.

Section 6.3 - Limitations of Authority and Liability

No employee, Union member or other agent of the Union shall be empowered to call or cause any strike stoppage or cessation of employment of any kind whatsoever. However, in all cases of any illegal strike, slow-down, walkout or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hours of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline short of discharge. Such Union member shall not be entitled to have any recourse to any other provisions of this Agreement.

Section 6.4

After the first twenty-four (24) hour period of such stoppage, however, the employer shall have the right to immediately discharge any Union member participating in any illegal strike, slow-down, walk-out or any other illegal cessation of work, and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

Section 6.5

Should either party not accept and abide by the procedure set fourth in this Article or the decisions resulting therefrom, then in such instance, either party shall have the right of other legal recourses.

Section 6.6

The cost of the impartial arbitrator shall be shared equally by the Employer and the Union.

Section 6.7

Any individual employee or group of employees, who willfully violates or disregards the arbitration and grievance procedure set forth in Article VI of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE VII

STEWARD

Section 7.1

The Employer recognizes the right of the Union to designate a Job Steward and Alternate from the Employer's seniority list. The authority of Job Steward and Alternate so designed by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with his Employer or the designated Company representative in accordance with the provisions of the collective bargaining agreement;
2. The Collection of dues when authorized by appropriate Union action.
3. The Transmission of such messages and information, which shall originate with, and be authorized by the Union or its officers, provided such messages and information:
 - (a) Have been reduced to writing; or,

- (b) If not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

The Job Steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of a Job Steward and his alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward or his alternate has taken strike action, slow down or work stoppage in violation of this agreement.

Steward shall be permitted reasonable time to investigate, present and process grievances on the Company property without loss of time or pay during his regular working hours; and where mutually agreed to by the Union and Employer, off the property or other than during his regular schedule without loss of time or pay. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

The Steward will be granted super-seniority for all legal purposes including lay-off and re-hire if requested by the Union.

ARTICLE VIII

SICK LEAVE AND SICK LEAVE BANK

Section 8.1

The primary purpose of the sick leave allowance is to cover the absence of an employee from school because of personal illness sufficiently severe that it would make his presence in school inadvisable. Sick leave applies only to absence caused by illness in the immediate family, except as described in Article IX, Section 2(a) and Article IX, Section 2(b).

Section 8.2

The amount of sick leave accumulated at the rate of seven (7) days per semester shall be unlimited for all employees hired prior to July 1, 1990. The amount of sick leave accumulated at the rate of six (6) days per semester shall be unlimited for all

employees hired after July 1, 1990. Accumulated sick leave shall be reported monthly on the payroll forms and will be available in the office of the immediate supervisor.

Section 8.3

If there is a question or doubt regarding the illness of an employee, the Superintendent or his designee may require a doctor's statement verifying the illness or may require the employee to submit to a medical examination before sick leave pay is allowed.

An employee may be required to submit to a medical examination at the Board's expense and be released by a designated Board of Education physical before being permitted to return to work. Any dispute due to this section is subject to the Grievance Procedure.

Section 8.4

Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his regular salary for the duration of the illness, and the difference shall be charged against sick leave. The employee shall receive his full salary from the Board and salary benefits received from the insurance company are to be endorsed to the School District as long as sick leave benefits are received.

Section 8.5

This sick leave plan applies to all employees of the Bay City Public Schools who are employed on a contractual basis. This labor Agreement is considered a contract.

To afford the maximum protection against a prolonged illness, the following sick leave bank shall be established for all employees of the District, and each employee covered by this Agreement shall participate as follows:

- a) On September 6, 1966, each employee contributed one (1) day of his sick leave to the Bank. The Board of Education, in order to establish the Bank in the school year 1966-67, donated to the Bank 400 sick leave days. New employees shall contribute one (1) sick leave day to the Bank from their first sick leave allowance.
- b) When the Sick Leave Bank falls below 2000 days, the Board shall assess each employee one (1) day of his sick leave.

- c) Additions to the Bank may be made as required at the beginning of each semester according to the above limitations.
- d) Upon depletion of a member's own accumulated sick leave, he must wait an additional fifteen (15) calendar days before drawing from the Bank. School days in the fifteen-day waiting period shall be paid retroactively when a grant has been authorized by the Appeal Board.
- e) Any employee on sick leave may apply to participate in the Sick Leave Bank by filing an application in the District's Benefit office.
- f) A maximum of 180 days per illness may be granted from the Bank. Any reductions in Sick Bank money will not extend the coverage beyond one hundred and eighty (180) days of illness. When an employee has been absent from work for four (4) months, the employee shall apply for Social Security Benefits. No reduction will be made in the employee's salary from the Bay City Public Schools until the employee starts to receive his Social Security or Workers Compensation Benefits. The employee will notify the Human Resources office when the first check is received and the employee's salary reduction will be adjusted retroactive to the effective date of the benefit.
- g) Upon recommendation of the Appeal Board, additional days may be granted at the discretion of the Superintendent and the Appeal Board.
- h) Persons withdrawing sick leave days from the Bank will not have to replace these days except as a regular contributing member to the Bank.
- i) If it appears that an individual is abusing the above policy, the Appeal Board may direct said individual to be examined by two (2) doctors of the Appeal Board's choosing to determine if the illness is valid.
- j) The Appeal Board may grant or suspend sick days from the Bank. Their judgments and/or decisions will be final.
- k) The Sick Leave Appeal Board shall consist of the four elected officers and chairman of the appropriate committee of the Bay City Education Association, the presidents of the non-teaching associations participating in the Sick Leave Bank, or his/her designated representative, and the Superintendent or his/her designated representative.

- l) No employee will be credited with sick leave allowance while drawing from his own accumulated sick leave or the Sick Leave Bank until he has reported back to work.
- m) An annual report of Sick Leave Bank will be published, including a statement of the number of days granted from the Bank, the number of days remaining in the Bank, and the cost of the days granted.

Section 8.6

For members who have lost sick days beyond the 96 days accumulated, a one-time adjustment will be made to add lost days back to the member's individual sick day accumulation up to a maximum of fifty (50) days. This one-time adjustment will be made for the time period beginning with July 1, 1995 and ending with June 30, 2000.

Illustrative Example:

Lost 40 days due to reaching maximum of 96 days during period as listed
 Lost 60 days due to reaching maximum of 96 days during period as listed

40 days would be added the individual's sick leave balance.
 50 days would be added the individual's sick leave balance (maximum)

ARTICLE IX

LEAVE OF ABSENCE

Section 9.1

Any employee whose personal illness extends beyond the period compensated under Article VIII shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, an employee shall be assigned to, if available, the same position or a substantially equivalent position.

Section 9.2

Leave of absence with pay chargeable against sick leave allowance shall be granted annually for the following reasons:

- a) A maximum of five (5) days for critical illness in the immediate family living in the same household. A serious health condition shall be defined as a condition requiring hospitalization or on-going care by or supervised by a licensed physician, surgeon, podiatrist, dentist, clinical psychologist, optometrist, chiropractor, nurse practitioner, nurse-mid-wife or Christian Science Practitioner. For purposes of this section, on-going care does not include routine appointments such as check-ups, flu, cold, dental cleanings, dental fillings, back adjustments, vision check-ups, etc. Use of sick leave for this purpose must be supported by a doctor's certificate describing the serious health condition for which such family member was treated when the employee returns to work. Any deviation will be at the sole discretion of the Director of Human Resources/Labor Relations.

- b) Two (2) days to transact business when the employee, through no fault of his own, is unable to transact such business except during his regular working hours. Bargaining unit members with five (5) or less absences (excluding vacation, court subpoena, jury duty, funeral days) for the previous fiscal year who do not use their business days will be paid for their unused business days at the end of the fiscal year. Applications for a business day will be made to the Director of Human Resources/Labor Relations through the employee's immediate supervisor at least twenty-four (24) hours in advance if possible. If the urgency of the leave is of such a nature that the request in writing is not practical, verbal notice to the immediate supervisor will be sufficient and the written request will be submitted by the employee upon return from leave. Extra days may be granted by the Director of Human Resources/Labor Relations. A business day cannot be used the day before or the day after a holiday or vacation period, the first day of a hunting or fishing season, except with justification in writing to the Director of Human Resources/Labor Relations. The Director of Human Resources/Labor Relations' decision on the justification on extra days and days before or after holidays or vacation will be final and not subject to the Grievance Procedure.

- c) One (1) day for attendance at the funeral service of a person whose relationship warrants such attendance.

Section 9.3

Leave of absence with pay not chargeable against sick leave allowance shall be granted for the following reasons:

- a) A maximum of three (3) days for a death in the immediate family; spouse, father, mother, brother, sister, father-in-law, mother-in-law, children,

grandparents. Additional time may be granted at the discretion of the Director of Human Resources/Labor Relations .

- b) One (1) day for attendance at the funeral service of a brother-in-law or sister-in-law. Extension may be granted by the Director of Human Resources/Labor Relations .
- c) Absence when called for jury service.
- d) Court appearance as a witness in any case connected with employee's employment or Court appearances when the employee is required to attend any proceeding not connected with the employee's employment are chargeable against sick leave allowance.
- e) One (1) day to take the selective service physical examination.
- f) A maximum of three (3) days for emergency purposes may be granted by the Director of Human Resources/Labor Relations. Decision is not subject to the grievance procedure.

Section 9.4

Leave of absence shall be granted up to two (2) years to any employee who enlists in the Peace Corps as a full-time participant. Such employee shall be restored to employment with the District and shall be given the benefits of any increments which would have been credited to him had he remained in active service with the school system; provided, however, that such employee shall make application for re-employment within ninety (90) days after discharge from the Peace Corps.

Section 9.5

Military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States until expiration of the first enlistment or the duration of the national emergency. Such employee shall be restored to employment with the District and shall be given the benefit of any increments; provided, however, that such employee shall make application for such re-employment within ninety (90) days after discharge from the Armed Forces and provided further, that such employee reports for his assignment immediately following such discharge from service.

Section 9.6

An employee elected or selected for a full-time public office which takes him from his duties with the school system, shall upon prior written request, receive a leave of absence without pay for the term of such office or two (2) years, whichever is less. Unless such employee returns within the time limit hereinbefore specified, such leave of absence shall terminate unless it has been renewed for a specific period with the approval of the Superintendent of Schools.

It is recognized that an employee has the right to serve in, or be elected to, public office less than full-time. However, such service shall not be permitted to interfere with the employee's service to be rendered to the School District.

Section 9.7

When an employee returns to work following a leave of absence duly granted for any reason, the School board may require such employee to submit to a physical examination at its own expense to make certain such employee is able to return to work

ARTICLE X

INSPECTION PRIVILEGES

Section 10.1

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigation working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule.

ARTICLE XI

POSTING - BULLETIN BOARDS

Section 11.1

Each employee shall be furnished a copy of the contract.

Section 11.2 - Union Bulletin Boards

The Employer agrees to provide suitable space for the Union bulletin board. Postings by the Union on such boards is to be confined to official business of the Union.

ARTICLE XII

VACATIONS

Section 12.1

All employees with less than one (1) year of service prior to June 30th shall be entitled to one (1) working day per month with a maximum of 10 days paid vacation at their regular hourly or weekly rate of pay, exclusive of overtime and shift differential.

Section 12.2

All employees with one (1) year or more of service prior to June 30th, shall be entitled to ten (10) working days paid vacation at their regular hourly or weekly rate of pay, exclusive of overtime, and shift differential.

Section 12.3

All employees hired before July 1, 1990 with two (2) years or more of service on June 30, shall be entitled to sixteen (16) working days paid vacation at their regular hourly or weekly rate of pay, exclusive of overtime and shift differential.

Beginning with the fourth (4th) year of service each employee hired before July 1, 1990 shall receive one (1) additional vacation day per year until he has twenty-five (25) days of vacation at his regular hourly or weekly rate, exclusive of overtime and shift differential.

All employees hired after July 1, 1990, with two (2) years or more of service on June 30, shall be entitled to fourteen (14) working days paid vacation at their regular hourly or weekly rate of pay, exclusive of overtime or shift differential.

After the fifth full year of service to the Bay City School District starting July 1, which is determined by adding five (5) years to the longevity date year, each employee shall receive one (1) additional vacation day per year until a maximum of twenty-five (25) days paid vacation at their regular hourly or weekly rate of pay, exclusive of overtime or shift differential.

Section 12.4

Employees shall be permitted to choose either a split or continuous vacation and wherever possible, the employee shall have the right to choose the time of his vacation. If there are more requests for a certain period than can be allowed, senior employees shall have preference on a rotation basis. It is the intent that most vacations will be taken during the summer months. Requests for vacation time, for the fiscal year, must be filed in the office of the Director of Human Resources/Labor Relations by May 15th to guarantee choice of vacation time by seniority.

Section 12.5

Vacations are not accumulative and must be taken during the fiscal year in which it was earned, unless impossible because of the requirements of the workload. Carry-over vacation days will only be allowed through written permission of the Director of Human Resources/Labor Relations.

Section 12.6

Vacations shall be considered as a matter of right and if canceled because of work necessity, shall be rescheduled or paid for at straight time as extra compensation for the period, whichever the employee chooses.

ARTICLE XIII

HOURS OF WORK

Section 13.1 - Shifts

- a) First and second shift start and end times will be determined four weeks prior to the start of each school year.
- b) During the summer, Christmas recess and Easter recess, all employees will work from 7:00 A.M. to 3:30 P.M.

Section 13.2 - Call-in and Recall

- a) Any employee called in to work shall be guaranteed four (4) hours.

Section 13.3 - Overtime

- a) Overtime shall be distributed fairly and equitably among employees in each job classification.
- b) Overtime pay for first shift employees shall include second shift premium if the overtime is more than four (4) hours.

Section 13.4 - Shift Adjustment

- a) When school is closed for inclement weather, at the discretion of the Director of Transportation, shift hours may vary up to two (2) hours forward or backward of their normal starting shift times. The second shift may be called in for a 9:00 A.M. starting time.

ARTICLE XIV

LOSS OR DAMAGE

Section 14.1

Employees shall not be charged for loss or damage unless clear proof of negligence is shown. This Article is not to be construed as applying to charging employees for damage to equipment under any circumstances.

ARTICLE XV

EQUIPMENT, ACCIDENTS AND REPORTS, DANGEROUS WORK

Section 15.1 - Unsafe Equipment

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliance prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Section 15.2 - Dangerous Work

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment. Employees are to report any and all safety hazards immediately to their supervisor.

Section 15.3 - Accident Report

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his next shift shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 15.4

The employer shall provide the employee with two (2) pair of safety shoes on an annual basis at no less than \$50.00 nor more than \$100.00 per pair. Requisitions shall be made through the office of the Immediate Supervisor or his/her designee.

The employer shall provide the employee with one (1) pair of Safety glasses as needed. Requisitions shall be made through the office of the Immediate Supervisor or his/her designee.

ARTICLE XVI

TERMINAL PAY

Section 16.1

Members hired before October 11, 2001: After achieving at least ten (10) years of Bay City Public Schools' service and who retire or leave district employment, their severance shall be calculated pursuant to the following formula not to exceed a total severance amount of \$30,000.00:

- For each accumulated unused absence day up to a maximum of 96 days, the member shall receive an amount equal to their daily rate of pay.
- For each accumulated unused absence day above 96 days, the member shall receive an amount equal of one-half (1/2) their daily rate of pay.
- For each year of service in this school district after ten (10) years, the member shall receive \$100.00 per year, but not to exceed \$2,000.
- The total severance amount will be paid over a period of five (5) years on a bi-weekly basis beginning with the first scheduled bi-weekly pay following the first full month after retirement OR the first scheduled bi-weekly pay of the next school year if retirement occurs at the end of the school year.
- For a member not qualifying for retirement, the Employer will, on behalf of the member use the Longevity/Severance dollar amounts to purchase service credit in order to qualify for retirement under the guidelines and conditions as established by the Michigan Public School Employees Retirement System (MPERS). No additional years of service credit beyond the qualifying amount will be purchased.
- Severance payment(s) will be deposited into a Paradigm Equity 403(b) plan account set up for the individual member at the time payments are due. There is no cash option.

Members hired after October 11, 2001: After achieving at least (10) years of Bay City Public Schools' service and who retire or leave district employment, their severance shall be calculated pursuant to the following formula not to exceed a total severance amount of \$20,000.00:

- For each accumulated unused absence, the member shall receive an amount calculated at \$70.00 per day.
- For each year of service in this school district after ten (10) years, the member shall receive \$100.00 per year, but not to exceed \$2,000.

Section 16.2

A member's sick leave balance may be adjusted for long-term, catastrophic illnesses during the last five (5) years prior to retiring, in which a member requires the use of personal sick leave balance in excess of thirty (30) consecutive leave days. Documentation by a physician is required to be on file in the office of Human Resources. The adjustment shall consist of a calculation that begins with the total number of consecutive days (as stated above) less the first thirty (30) days. The remaining days due to the catastrophic illness will then be divided in half and one-half of these days will be reinstated at retirement time for purposes of calculating severance pay as illustrated below.

ILLUSTRATIVE MODEL:

Retirement date of 6-30-03

During the 2001-01 school year (within five years of retirement date), the individual has a long-term catastrophic illness (documented by a physician and doctor's statement on file in the Human Resources office) of 75 consecutive days.

75 consecutive days - 30 days = 45 days

45 days divided in half provides 22.5 days to be reinstated for purposes of calculating severance pay.

During the 2001-02 school year, the individual has an absence of twenty (20) consecutive leave days. There is no effect on the severance calculation, as the absence does not equal a length in excess of thirty (30) consecutive leave days.

ARTICLE XVII

INSURANCE PROTECTION

Pursuant to the authority set forth in Section 617 of the School Code of 1965, as amended, the Board agrees to furnish to all employees the following insurance protection:

Section 17.1

The Board shall provide an amount of \$35,000 in group term life insurance plus \$35,000 AD & D for each employee in the bargaining unit.

Section 17.2

For the term of this Agreement, the Board shall provide complete health care protection on a full twelve (12) month basis for the employees' entire family through Benefit Management or equivalent.

Parties have agreed to health care coverage through a Health Reimbursement Account (HRA) system that is underwritten through Blue Cross Blue Shield Flexible Blue PPO Plan 4 with the following riders: XVA; CI, PCD2, and PD-CM; FB-RM100 and FB-PC500M; FB-OCSM-24; 50%-NP; PD-XED. Benefit levels for Hearing Aid, dependent Continuation Coverage, and Prescriptions are described and summarized in the Benefit Summary Documents. Beginning July 2009, this plan will be provided through a Voluntary Employee Benefit Association (VEBA). During the term of this agreement, the District shall be responsible for the full payment of any insurance premiums covered by this contract and will also be responsible for applicable plan deductibles for eligible/covered employees regardless of single or full-family status including any and all increases in deductibles.

The comprehensive and complete plan documents for BCBSM Flexible Blue PPO Plan 4 and the specific riders, including the \$2950/\$5800 plan deductibles, identified above are hereby incorporated into this agreement and no modifications of any benefit specification detailed in the plan documents may be made without the express written consent of all parties involved subject to the ratification of its members.

Beginning with July 1, 2009, the prescription co-pay will reflect a zero (\$0) cost to the employee/member.

There shall be no double insurance coverage allowed. Whenever the employee's spouse and family are covered by a fully paid hospitalization insurance this section is void. The Board reserves the right to self-insure, or bid out, the above "guaranteed no less than" benefits.

Subject to the provisions hereinafter contained in this Article, dental insurance for a full twelve month period through a self funded Dental Insurance Program with benefits equivalent to Plan E (80/80) and Rider 007 (80/\$1,300), or equivalent-(dental 80/80/80, \$1300 maximum annually and 80/80/80, \$1300 lifetime maximum for eligible orthodontics), without cost to the employee. The Board may self-insure, guaranteeing

no less than the benefits and specifications provided by MESSA dental program Plan E (80/80) and Rider 007 (80/\$1,300) and, without premium cost to the employee. There shall be no interruptions in benefit coverage, etc., because of a change to self insurance.

Section 17.3

If an employee is absent from work because of compensable injury and has exhausted his sick leave benefits, including Sick Leave Bank, the School District shall continue to pay amounts designated in Sections 1 and 2 for the duration of Worker's Compensation benefits.

Section 17.4 - Vision Insurance

The Board shall provide full family vision care for a full twelve month period through VSP, or equivalent, without cost to the employee. The Board may self-insure, guaranteeing no less than the benefits and specifications provided by MESSA VSP 2, without cost to the employee.

Section 17.5 - Annuity Option in Lieu of Health Insurance

Bargaining Unit members who qualify for Health Insurance coverage, who choose not to be provided with such coverage because they have health coverage through another resource, shall be eligible to receive an annuity of \$100.00 per month toward a plan currently payroll deducted by the Board of Education.

Bargaining Unit members may elect hospitalization insurance if his/her spouse who was previously covered by fully paid hospitalization elsewhere died, retired or otherwise lost the benefit of such hospitalization coverage for reasons beyond his/her control. Such member would drop the annuity option and then be permitted to apply for Health Insurance through the Board on the usual terms and conditions prescribed by the insurance company.

ARTICLE XVIII

EMPLOYEE IMPROVEMENT AND CONTINUING EDUCATION CREDIT

Section 18.1

The Board and the Association recognize the need, desirability, and importance of continuing training and education of employees. The parties agree that self-improvement through additional training and education will directly and indirectly be of significant benefit to the Board in many various aspects such as: maintenance and enhancement of job skills; increased employee morale regarding job satisfaction and promotional possibilities; and a continued and increasing positive influence on the entire educational process.

In recognition of these and many other advantages attributed to the continued training and education undertaken by employees, the parties agree to the following:

Upon certification of successful completion of

- a) Gasoline and Diesel engines
- b) Drive Train (Includes automation and manual transmissions and clutches)
- c) Brake Systems (Air and Hydraulic)
- d) Suspension and Steering
- e) Electrical Systems

The Bargaining Unit member's hourly rate, as enumerated in Appendix A, shall be increased by \$0.21 in 2000-01; \$0.23 in 2001-02; \$0.25 in 2002-03; \$.27 in 2003-04; per certification for each of the certifications identified in the above schedule. The maximum total hourly rate increase allowed pursuant to this section is \$1.05 in 2000-01; \$1.15 in 2001-02; \$1.25 in 2002-03; \$1.35 in 2003-04. Education received at levels higher than those cited in the paragraph shall be duly recorded by the Human Resources/Labor Relations office. Notification to the Human Resource/Labor Relation office of further job related accomplishments shall be the responsibility of the employee.

Those programs and activities for which the Bargaining Unit member received remuneration from the Board (tuition, travel, wages) shall not qualify for Continuing Education Credit. It should be made clear that even though the Board of Education has paid for these classes, record of the employee's attendance at these classes shall be maintained in the employee personnel file in the Personnel Department.

The Board also recognizes that the present employees hired before July 1, 1990, who have the present skills, experience, ability or certification to perform the above

listed tasks, shall receive the premiums set forth herein, in addition to his or her straight time hourly rate.

ARTICLE XIX

REPARABILITY AND SAVINGS CLAUSE

Section 19.1

If any Article or Section of the Agreement or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and or any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning of the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this contract to the contrary.

ARTICLE XX

PROTECTION OF THE EMPLOYEE

Section 20.1

If any legal action is brought against an employee by reason of any school involvement, the Board will provide such legal counsel and all necessary assistance to

the employee in his defense as is permitted under the law unless it is determined that the bargaining unit member has acted in a grossly negligent manner.

ARTICLE XXI

SANITARY CONDITIONS

Section 21.1

The Employer agrees to maintain a clean sanitary washroom having hot and cold running water with toilet facilities, unless otherwise mutually agree to.

ARTICLE XXII

EXAMINATIONS AND IDENTIFICATION FEES

Section 22.1

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided however, the Employer shall pay for all such examinations.

The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

Section 22.2

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

ARTICLE XXIII

MEAL PERIOD

Section 23.1

Employees shall, except by mutual agreement, take ten (10) minutes in the A.M. and ten (10) minutes in the P.M. for rest breaks and thirty (30) minutes for a lunch break. No employee shall be compelled to take more than one (1) continuous hour during such period nor compelled to take any part of such continuous hour before he has been on duty four (4) hours after he has been on duty six (6) hours.

ARTICLE XXIV

GARNISHMENTS

Section 24.1

In the event of notice to an Employer of a garnishment or impending garnishment the Employer may take disciplinary action if the employee fails to satisfy such garnishment within a twenty-four (24) hour period after notice to the employee. If the Employer is notified of three (3) garnishments irrespective of whether satisfied by the employee within the twenty-four (24) hour period, the employee may be subject to discipline, including discharge in extreme cases. However, if the Employer has an established practice of discipline or discharge with a fewer number of garnishments or impending garnishments if the employee fails to adjust the matter within the twenty-four (24) hour period, such past practice shall be applicable in those cases.

No garnishment or warning notice concerning the same shall be used in the application of this Article after twelve (12) months from the date of such garnishment or warning notice.

ARTICLE XXV

MAINTENANCE OF STANDARDS

Section 25.1

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provision for improvement are made elsewhere in this Agreement. It is agreed that the provision of this Section not apply to inadvertent or bonfire errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement. This provision does not give the Union the right to refuse to bargain on a condition or Article that the Employer wishes to remove in negotiations.

ARTICLE XXVI

INCLEMENT WEATHER

Section 26.1

When it is necessary for the Superintendent to close schools because of inclement weather, every effort shall be made to make such public announcements by 6:00 A.M.

Section 26.2

- a) When school is closed for the safety of children, the employees shall report to work and the rate of compensation shall be at the regular rates for hours worked.
- b) When the schools are closed and employees are instructed NOT to report to work, the employee shall be paid his regular eight (8) hour compensation rate.

ARTICLE XXVII

GENERAL PROVISIONS

Section 27.1 - Job Openings

In the event of job openings covered by this Agreement, the Employer shall post said openings for one (1) week. Employees shall be permitted to bid for said openings only within the said one (1) week period. Job openings will be filled from bids submitted on the basis of an employee's seniority and ability. The Employer will consult with the Union Steward or Union representative before filling job openings. Employees transferred through such procedure, will be given a thirty (30) day trial period on the job to which they were transferred. If the employee remains on the job after the trial period, he shall not be allowed to bid again for a six (6) month period from the date of the job change.

Section 27.2 - Uniforms

The Board of Education shall furnish and pay the cost of five (5) uniform changes per week.

ARTICLE XXVIII

OTHER EMPLOYEES

Section 28.1

Co-ops or outside funded employees may be hired during the year to check oil, water, brake fluid, anti-freeze, etc., in buses and maintain correct level.

ARTICLE XXIX

TRANSFER OF TITLE OR INTEREST

Section 29.1

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation and/or part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to

the terms and conditions of this Agreement for the life thereof. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by the agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the time the seller, transferee, or lessor executes a contract or transaction as herein described. The Local Union shall also be advised of the exact nature of the transaction, not including financial details.

Section 29.2

In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partner thereof) shall be liable to the Union, and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of the Agreement, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of the Agreement.

ARTICLE XXX

TERMINATION OF AGREEMENT

Section 30.1

This Agreement shall become effective upon ratification of the Teamsters and the Bay City Board of Education July 1, 2009. Said agreement shall remain in effect through June 30, 2011 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 30.2

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to June 30, 2011, or June 30th of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all legal recourse to support their request for revisions if the parties fail to agree thereon.

Section 30.3


It is understood and agreed between the parties that the provisions contained in Schedule "A" hereto attached, may be reopened for negotiations between the parties provided that the party desiring to reopen serves notice, in writing, upon the party at least sixty (60) days prior to June 30, 2011. If no such notice is given the Schedule "A" shall continue on from year to year. In the event the parties cannot agree upon the requested revisions in Schedule "A", the Union shall have the right to legal recourse in support of its demands.

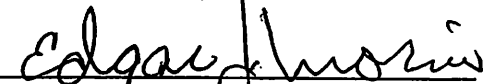
Section 30.4

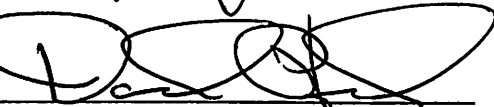
In the event of an inadvertent failure by either party to give notice as set forth in the Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

Signed this 11th day of May , 2009.

UNION: Local Union No. 486 Affiliated
with the International Brotherhood of
Teamsters

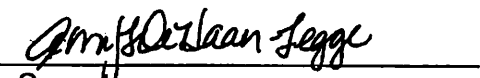
BY: 
Secretary-Treasurer

BY: 
Business Agent


BY: 
Steward

EMPLOYER: BAY CITY BOARD OF
EDUCATION

BY: 
President


Secretary


Superintendent


Director of Human
Resources/Labor Relations

**SCHEDULE "A"
WAGES**

For the 2009-2010 salary, a .5% pay increase, steps/longevity will be reflected.

For the 2010- 2011 salary, a .5% pay increase, steps/longevity will be reflected.

		2009-2010	2010-2011
		.5%	.5%
Head Mechanic		\$19.54	\$19.64
Mechanic	Step 5	\$18.31	\$18.40
Mechanic	Step 4	\$16.81	\$16.89
Apprentice	Step 3	\$12.71	\$12.77
Apprentice	Step 2	\$11.25	\$11.31
Apprentice	Step 1	\$ 9.78	\$ 9.83

**PLUS MICHIGAN PUBLIC SCHOOL EMPLOYEES RETIREMENT.
SECOND SHIFT PREMIUM - \$.40**

All Bargaining Unit Members shall maintain a valid Commercial Driver's License. The initial Commercial Driver's License and all renewals will be paid for by the Board of Education.

New employees may be placed on Steps 2 through 4, if the Superintendent or his designee and the Union decide the experience of the employee warrants a placement higher than the Apprentice Step 1 position.

If the Superintendent or his/her designee chooses to assign additional responsibilities to the Head Mechanic beyond the normal responsibilities of a Head Mechanic position, this person shall be paid no less than an additional \$2.50*** per hour over their current contract rate of pay. This person would then be exempt from overtime. These additional responsibilities will not be considered Bargaining Unit duties and may be modified, eliminated, or assigned to any employee in the school district at the sole discretion of the Superintendent and/or his designee.

BAY CITY AREA SCHOOLS VISION PLAN

Exam Deductible		
Optometrist	\$6.50 Deductible	Covered to Plan Maximum
Ophthalmologist	\$6.50 Deductible	Covered to Plan Maximum
Contact Lens Allowance (Includes exam)		
Cosmetic (Elective)		\$110 per year maximum*
Disposable		\$110 per year maximum*
Frame Allowance		
		\$130 per year maximum*
<i>The frame allowance is the total maximum frame benefit payable for each insured person in each year</i>		
Lenses		
<i>Covered: Subject to maximum frame allowance and \$18 deductible on lenses and frames</i>		
Single Vision	\$18 Deductible	Covered to Plan Maximum
Bifocal	\$18 Deductible	Covered to Plan Maximum
Trifocal	\$18 Deductible	Covered to Plan Maximum
Lenticular	\$18 Deductible	Covered to Plan Maximum
Extra Lens Features		
Pink #1 or #2 tint		Covered to Plan Maximum
Rimless		Covered to Plan Maximum
Oversize		Covered to Plan Maximum
Blended		Covered to Plan Maximum
Progressive		Not Covered
Tinted		
Tinted Single Vision		Covered to Plan Maximum
Tinted Bifocal		Covered to Plan Maximum
Tinted Trifocal		Covered to Plan Maximum
Tinted Lenticular		Covered to Plan Maximum
Polarized		
Polarized Single Vision		Covered to Plan Maximum
Polarized Bifocal		Covered to Plan Maximum
Polarized Trifocal		Covered to Plan Maximum
Polarized Lenticular		Covered to Plan Maximum

*Benefit plan year runs from July 1st to June 30th

APPENDIX "A"

BAY CITY AREA SCHOOLS

Dental Care Plan

Preventative Services:	
Oral Exams	
Teeth Cleaning	Covered - 80%
Sealants - for children	Covered - 80%
Fluoride Treatment - for children	Covered - 80%
Space Maintainers - for children	Covered - 80%
	Covered - 80%

Basic Services:	
Laboratory	
X-ray	Covered - 80%
Extractions	Covered - 80%
Fillings - Amalgams, Acrylic, Composite Resin	Covered - 80%
	Covered - 80%

Major Services:	
Bridge work and Dentures	
Crowns	Covered - 80%
Periodontics	Covered - 80%
Endodontics	Covered - 80%
Oral Surgery	Covered - 80%
	Covered - 80%

Maximum Benefit per individual per plan year: \$1,300.00

Orthodontic Services (to age 19)	
Orthodontics	Covered - 80%
Orthodontic Maximum Lifetime Benefit per individual:	\$1,300.00

*Plan year runs from July 1st to June 30th

Bay City Public Schools Preferred Rx Prescription Drug Coverage \$10/\$20 Copay with Contraceptive Coverage with Generic/Brand Name Fixed Dollar Copay Benefits-at-a-Glance

Network Pharmacy

Non-Network Pharmacy

Covered Services

Federal Legend Drugs	Covered – 100% less plan copay	Covered – 80% less plan copay
State-controlled Drugs	Covered – 100% less plan copay	Covered – 80% less plan copay
Needles and Syringes Also available through DME.	Covered – 100% less plan copay	Covered – 80% less plan copay
Mail Order Prescription Drugs - up to 90-day supply of medication by mail from NMHC Mail	Covered – 100% less plan copay	Not Covered

Network Pharmacy	\$10 for each generic drug; \$20 for each brand name drug	Not Applicable
Non-Network Pharmacy	Not Applicable	20% sanction plus applicable copay
Mail Order Prescription Drugs	Copay for 90 day supply only: \$2 for each generic or brand name drug	Not Applicable

Riders:

Rider PD-CM	Adds benefits to the prescription drug plan for prescriptions oral contraceptive medications
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Rider

Rider PD-XED, Excludes Elective Drugs	Excludes coverage for elective drugs. Note: Elective drugs are health habit and reproductive drugs such as those that treat sexual impotency or infertility, help in weight loss or help to stop smoking. They are not designed to treat acute or chronic illnesses or prescribed for medical conditions that have no demonstrable physical harm if not treated
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RXP, Prescription Drug Authorization; requires approval of select prescription drugs before prescriptions are prescribed

Dependent Coverage

Blue Cross Blue Shield of Michigan provides full coverage for your family dependents when they are properly enrolled. Eligible dependents are:

- **Your spouse**
- **Unmarried children until the end of the year in which they reach age 19. They may remain covered to any age if they are "totally and permanently disabled by either a physical or mental condition prior to age 19."**

Eligible children include:

- **Your children by birth**
- **Your children by legal adoption**
- **Your children by legal guardianship (while they are in your custody and dependent on you)**
- **Your spouse's children**

Dependent Continuation Coverage

Dependents who are between 19 and 25 may continue coverage under your contract if they meet all the following requirements:

- **Be unmarried and between 19 and 25**
- **Be related to you by blood, marriage, or legal adoption**
- **Be a member of your household unless they temporarily reside elsewhere, as in the case of college students.**
- **Be dependent on you for more than half of their support**
- **Be a full-time student for at least five months of the year or have gross income less than four times the personal exemption amount as defined in the Internal Revenue Code of 1986 as amended (IRC).**

You must apply for Continuation Coverage before the end of the year in which the dependent turns 19. This coverage continues until the end of the year in which they turn 25, if they remain eligible. Coverage for these dependents will be exactly the same as yours. You may be responsible for paying the cost of coverage for these dependents.

Bay City Public Schools

07-01-2006

Blue Cross Blue Shield of Michigan Community Blue PPO Network

This is a brief summary of coverage. This is not a complete description of benefits.

Caution: If a category of coverage in which you are interested is not mentioned in the summary, do not assume that it is or is not a covered benefit.

BCBSM FLEXIBLE BLUE PPO/HRSA

In-Network

Out-of-Network

Deductible, Co-payments and Dollar Maximums

Service	In-Network	Out-of-Network
Deductible	<p>Distict to find the In-Network Deductible and Coinsurance 100%</p> <p>None</p>	<p>\$2500 Single (Distict pays the first \$1250; employee pays the next \$1250) \$5000 Family (Distict pays the first \$2500; employee pays the next \$2500) per calendar year</p>
Maximum Out-of-Pocket	<p>None</p>	<p>20% employee coinsurance after Deductible until employee payments reach \$1,000 individual, \$2,000 per 2-person or family in a calendar year. Amounts not included: • deductible amount • charges exceeding approved amount • uncovered charges • Rx co-payments • Any non eligible medical expense or copay</p>
Lifetime Maximum	<p>\$5,000,000 per employee, per family member for all covered services and as noted below for individual services</p>	
Preventive Services		
Health Maintenance Exam (includes routine lab and radiology)	<p>100% of the approved amount, one per calendar year</p>	<p>Limit \$600 per calendar year per member or spouse Not covered</p>
Annual Gynecological Exam and Pap Smear	<p>100% of the approved amount, one per calendar year</p>	<p>Not covered</p>
Well-Child, Child Care, and Childhood Immunizations	<p>100% of the approved amount 6 visits per year through age 1 2 visits per year - ages 2 and 3 1 visit per year age 4 through 15</p>	<p>Not covered</p>
Cancer & Blood Screening Tests, such as fecal occult, PSA & sigmoidoscopy	<p>100% of the approved amount, one per calendar year; age and frequency restrictions may apply</p>	<p>Not covered</p>

Bay City Public Schools

07-01-20

Service	In-Network	Out-of-Network
Physician Office Services		
Routine Mammography	100% of the approved amount, one baseline between ages 35-40. One per calendar year over age 40.	80% of approved amount after deductible; one baseline between ages 35-40. One per calendar year
Office Visits and Consultations	100% of the approved amount	80% of the approved amount, after deductible
Outpatient and Home Visits	100% of the approved amount	80% of the approved amount, after deductible
Emergency Medical Care		
Hospital Emergency Room	100% of the approved amount	\$25 co-payment, waived if admitted or for accidental injury
Urgent Care Center	100% of the approved amount	80% of the approved amount, after deductible
Ambulance Services	100% of the approved amount	100% of the approved amount
Diagnostic Services		
Laboratory, Pathology & Diagnostic Tests, X-Rays, Radiation Therapy and Chemotherapy	100% of the approved amount	80% of the approved amount, after deductible
Maternity Services Provided By a Physician		
Pre-natal and Post-natal Care, Delivery and Nursery Care	100% of the approved amount	80% of the approved amount, after deductible
Hospital Care		
Semi-private Room, In-patient Physician Care, In-Patient Consultations, General Nursing Care, Hospital Services and Supplies	100% of the approved amount	80% of the approved amount, after deductible

Bay City Public Schools

07-01-20

Service	In-Network	Out-of-Network
Alternatives to Hospital Care		
Skilled Nursing Care	100% of the approved amount up to (in participating skilled nursing facilities only) 90 days per calendar year	
Hospice Care	100% of the approved amount, limited to the dollar maximum (Through a participating hospice program only) which is reviewed and adjusted periodically	
Home Health Care	100% of the approved amount (by participating Home Health Care agencies and infusion Therapy providers only) (Medically necessary)	
Home Infusion Therapy		
Surgical Services		
Surgery - includes related surgical services and pre-surgical consultations	100% of the approved amount (medically necessary services at participating ambulatory surgery facilities only)	80% of the approved amount, after deductible
Transplants		
Specific Human Organ	100% of the approved amount in designated facilities only, limited to \$1 million lifetime maximum per member per transplant type (only at pre-approved designated facilities) when coordinated through BCGSSM Human organ transplant program	80% of the approved amount after deductible
Bone Marrow Transplants	100% of the approved amount when coordinated through BCGSSM Human organ transplant program; specified criteria applies	80% of the approved amount, after deductible
Kidney, Cornea, Skin	100% of the approved amount	80% of the approved amount, after deductible
Mental Health and Substance Abuse Care		
Inpatient Mental Health	100% of the approved amount	80% of the approved amount after deductible
Substance Abuse	limited to a combined maximum of 60 days per calendar year and 120 days lifetime per family member	80% of the approved amount after deductible; in participating facilities only
Outpatient Mental Health and	100% of the approved amount	80% of the approved amount after deductible; in approved facilities only
Substance Abuse	100% of the approved amount	80% of the approved amount after deductible; in approved facilities only

Bay City Public Schools

07-01-2007

Service	In-Network		Out-of-Network	
	Other Services			
Allergy Testing and Therapy	100% of the approved amount		60% of the approved amount, after deductible	
Chiropractic Services see rider OCSM 24 for specific language	100% of the approved amount, up to 24 visits per calendar year covered through participating providers only (Massage Therapy is not covered; other modalities such as cold packs, traction, etc are covered through Physical Therapy only)		60% of the approved amount, after deductible	
Outpatient Diabetes Management Program	100% of the approved amount		60% of the approved amount, after deductible	
Outpatient Physical, Speech and Occupational Therapy (provided for rehabilitation)	100% of the approved amount		60% of the approved amount, after deductible Note: outpatient Physical Therapy is not covered at non participating facilities	
Durable Medical Equipment, Prosthetic and Orthotic Appliances		100% of the approved amount at participating providers only		
Private Duty Nursing		100% of the approved amount; participating providers only		
Hearing Aids - audiological exam, hearing aid evaluation, conformity test	100% up to the scheduled amount once every 36 months (hearing aids covered up to maximum of \$1,402 per ear)	Not Covered	Included	
Medical Case Management	Included		Included	
Healthy Expectations - Prenatal Information Program, Natural Live - Health Information Helpline	Included			
Prescription Drugs (see attached Pharmacy rider)				
Purchased at a Pharmacy	Co-payment: \$10 generic/\$20 brand name		60% of the approved amount, after deductible	
Mail Service	\$2 co-payment		60% of the approved amount, after deductible	

Choices II PPO - requires you to select a doctor in the PPO Network to receive In-network benefits.
Flexible Blue/Community Blue PPO - requires you to select a doctor in the PPO Network to receive In-network benefits.

TENTATIVE AGREEMENT

April 28, 2009

In a collaborative effort, the following Bargaining Units have entered into a tentative agreement with the Bay City Public School District Board of Education:

BCASA (Administrators)
BCESP (Office Professionals and Educational Assistants)
BCPSFSU (Food Service)
BCPSMPA (Custodial/Maintenance)
Supervisors Association
Teamsters (Mechanics)
USW (Bus Drivers)

The tentative agreement reached is:

1. The term of this agreement is for two (2) years. This agreement will be in effect until August 31, 2011, or the expiration of each unit's contract, whichever is sooner.
2. The parties have agreed to continue health care coverage through a Health Reimbursement Account (HRA) system that is underwritten through Blue Cross Blue Shield Flexible Blue PPO Plan 4 with the following riders: XVA; CI, PCD2, and PD-CM; FB-RM100 and FB-PC500M; FB-OCSM-24; 50%-NP; PD-XED. Benefit levels for Hearing Aid, Dependent Continuation Coverage, and Prescriptions are described and summarized in the Benefit Summary documents. Beginning July 2009, this plan will be provided through a Voluntary Employee Benefit Association (VEBA). During the term of this agreement, the District shall be responsible for the full payment of any insurance premiums (consistent with each current individual bargaining unit's contract) and will also be responsible for applicable plan deductibles for eligible/covered employees regardless of single or full-family status including any and all increases in deductibles.

Handwritten initials/signature

Handwritten initials/signature

3. The comprehensive and complete plan documents for BCBSM Flexible Blue PPO Plan 4 and the specific riders, including the \$2900/\$5800 plan deductibles, identified above will continue to be incorporated into this agreement and no modifications of any benefit specification detailed in these plan documents may be made without the express written consent of all parties involved subject to the ratification of its members.
4. Beginning with July 1, 2009, the Prescription Co-pay will reflect a zero (\$0) cost to the employee/member.
5. The contract will reflect a one-half (1/2)% salary schedule increase with steps/longevity as provided in each current individual bargaining unit's contract for the 2009-10 and 2010-11 school years respectively.
6. The District has agreed **not** to outsource any work, except as outlined in individual bargaining union contracts, presently being done by the individual bargaining units for the term of this agreement.
7. The parties have agreed to meet quarterly, outside of the workday, to discuss on going budgetary items and receive updates on the insurance plans.
8. The parties agree to create a Health Insurance Study Committee to include a representative/designee from each of the bargaining units and the Union Representatives for said bargaining units. The diverse committee shall study the insurance industry while reviewing different insurance options available. This in-depth study shall provide information to the Big Table as an update prior to the next negotiation session.
9. The costs/savings contained in this agreement have been calculated based upon the membership of all bargaining units participating in this tentative agreement. Therefore, all bargaining units participating must approve this tentative agreement in order for it to become a ratified agreement.

Handwritten signature and initials:
11/1/09

Handwritten notes and initials:
471
CMAA
C. Bue
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This agreement represents the entire agreement between the parties whether written or oral.

Shelly Quillette
BAY CITY PUBLIC SCHOOLS

Carla Dewcker
BCASA

Tommy Johnson
BCESP

Don C. Askelay
BCPSMPA

Angie J. Curran
BCPSFSU

Sam H. B.
Supervisors' Association

Edgar J. Morris
Teamsters (Mechanics)

Michael A. Hara
USW (Bus Drivers)

2009 - 2010

BAY CITY PUBLIC SCHOOLS
12 MONTH CALENDAR
Mechanics

M	T	W	T	F
JULY		1	2	③
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

M	T	W	T	F
NOV	2	3	4	5
9	10	11	12	13
16	17	18	19	20
23	24	25	⑳	☀
30				

M	T	W	T	F
MARCH	1	2	3	4
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

M	T	W	T	F
AUG	3	4	5	6
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

M	T	W	T	F
DEC.	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	☀	㉕
28	29	30	☀	

M	T	W	T	F
APRIL			1	㉒
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

M	T	W	T	F
SEPT.	1	2	3	4
⑦	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

M	T	W	T	F
JAN.				①
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

M	T	W	T	F
MAY	3	4	5	6
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
⑩				

M	T	W	T	F
OCT.			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

M	T	W	T	F
FEB.	1	2	3	4
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

M	T	W	T	F
JUNE	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

○ Holidays - 7

☀ Days paid w/out working - 3

260 days x 8 hours = 2080 hours

Pursuant to Section 2.4, regarding the Monday after Easter, since school will be in session there is an option to move that day to connect with July 4th or the Wednesday before Thanksgiving as a bargaining unit choice.