

# **Supervisors**

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

**and**

**THE ASSOCIATION OF  
SUPERVISORY PERSONNEL  
OF THE BAY CITY PUBLIC SCHOOLS**

**2019-2020**

**2020-2021**

**2021-2022**

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**AGREEMENT BETWEEN  
THE BAY CITY BOARD OF EDUCATION  
and  
THE ASSOCIATION OF SUPERVISORY PERSONNEL  
OF THE BAY CITY PUBLIC SCHOOLS**

THIS AGREEMENT, entered into this first day of July, 2019, by and between the Board of Education of the School District of the City of Bay City, Michigan, hereinafter called the "Board", and the Association of Supervisory Personnel of the Bay City Public Schools, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing the supportive services necessary to provide a quality education for the children of the Bay City School District is their mutual aim; and

WHEREAS, Supervisors are qualified to assist in suggesting and developing policies and programs to improve the supportive services; and

WHEREAS, the parties, following deliberate professional negotiations, reached some certain understanding which they desire to incorporate into this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and benefits to be derived, the parties respectively agree to the following articles and/or provisions:

**ARTICLE I**

**RECOGNITION**

**Section 1.01**

The Bay City Board of Education recognizes the Association of Supervisory Personnel of the Bay City Public Schools as the sole and exclusive representative of all supervisory personnel.

**Section 1.02**

Such representation of the Association shall cover all employees whose role or function is that which is normally performed by supervisory personnel.

**Section 1.03**

The term of "Supervisor" as used in this Agreement shall be a person who supervises, manages, directs, assumes responsibility, or has jurisdiction over

personnel, records, events, programs, or property that is owned or that which the Board is the lessor, or leased or being used by the Bay City Public School District.

#### **Section 1.04**

For purposes of this agreement, Supervisors included in this contract include, but are not limited to, the following: Food Service Managers. Other supervisory positions will be included in the Association provided such positions are deemed to be essentially in the normal categories included herein by the parties hereto.

#### **Section 1.05**

Excluded from this classification are those employees covered under different collective bargaining agreements, the Director of Nutrition Services, the Director of Facilities/Maintenance & Transportation, Director of Finance, Business Manager, Director of Human Resources, Human Resources Manager, Director of Curriculum, Director of Student Services and other positions considered to be classified as "Central Office" roles.

## **ARTICLE II**

### **ENCOURAGEMENT AND SUPPORT OF SUPERVISORS**

#### **Section 2.01**

The Board hereby agrees to render to its Supervisors full encouragement and support when they are acting within the scope of their employment.

#### **Section 2.02**

The Parties recognized that as jobs change and as new methods of operation are developed it is to the advantage of the employee and the employer that identified training programs may be utilized to improve supervisory skills and training. Employees sent to programs for inservice or education shall be at District expense and at no loss of regular compensation.

#### **Section 2.03**

The District may allow up to fifteen (15) days in each calendar year, upon the prior approval of the Director of Human Resources & Employee Relations and subject to scheduling and budgeting allowance, for the express purpose of improving the Supervisors' specific job skills through professional development. Additional days may be granted at the discretion of the Director of Human Resources & Employee Relations.

Unit members are encouraged to share with the Director of Human Resources & Employee Relations the known dates and costs of programs which might be considered for member participation.

### **ARTICLE III**

#### **RIGHTS OF THE BOARD OF EDUCATION**

##### **Section 3.01**

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 and vested in it by the laws and 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 judgement 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.

##### **Section 3.02**

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act.

### **ARTICLE IV**

#### **SUPERVISORS RIGHTS AND RESPONSIBILITIES**

##### **Section 4.01**

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, gender, or membership in, or association with, the activities of any employee organization, or any other protected status as determined by Federal or State law. The Board and the Association pledge themselves to seek to provide the supportive services to extend the advantages of public education to every student without regard to race, creed, religion, color, age, gender, marital status, national origin, height, weight, physical or mental handicap, or other protected status determined by Federal or State law.

## **Section 4.02**

Duly authorized representatives of the Association, and representatives of an affiliated organization if any, shall be permitted to transact official Association business on school property, provided that such activities do not interfere with normal school business and/or operations of the management responsibilities of the Supervisors involved, and prior approval is granted by the Director of Human Resources & Employee Relations or Immediate Supervisor.

## **Section 4.03**

This Association and its representatives shall be permitted to use office facilities and equipment of the school district, provided such use does not interfere with normal school business, and prior approval is granted by the Director of Human Resources & Employee Relations or Immediate Supervisor.

# **ARTICLE V**

## **PAYROLL DEDUCTIONS**

### **Section 5.01 Deductions**

The Board will provide that, whenever duly authorized by any Supervisor on a form or forms approved by the Board, payroll deductions on behalf of such employee shall be made from the salary check as directed by the Supervisor to the extent authorized by law. The Board will provide that any payroll deduction sanctioned by the School District will be authorized.

# **ARTICLE VI**

## **SUPERVISOR'S EVALUATIONS**

### **Section 6.01**

The Board recognizes that a Supervisor's effectiveness is dependent on a clear understanding between the Supervisor and his/her Immediate Supervisor regarding specific criteria by which his/her effectiveness shall be evaluated. The Board, therefore, assigns each Supervisor's Immediate Supervisor the responsibility of conducting an evaluation, such evaluation to be completed not later than May 15 of each year. The evaluation shall be based solely upon the performance of duties set forth in the job description of the Supervisor being evaluated.

## **Section 6.02**

In order that each Supervisor may be aware of his/her strengths and deficiencies, the evaluation shall be written and such evaluation will include: (a) a statement of strengths and/or deficiencies, (b) a statement of the improvement desired, and (c) a reasonable time period within which specific improvements are expected to be realized.

## **Section 6.03**

No supervisor shall be disciplined, suspended, reduced in classification or pay, or dismissed except for just cause. By way of illustration, just cause shall include the following conduct: willful disregard of Board policies or the terms of this Agreement, dishonesty, incompetence, insubordination, or unprofessional conduct.

## **Section 6.04**

If the Board determines that it shall not continue to employ a Supervisor in his/her position as Supervisor, the Board shall give written notice to the individual and the Association of such determination and shall provide, in writing, within seven (7) calendar days of the notice, the basis for its determination. In the event that such determination is based upon unacceptable performance of the individual Supervisor, such determination shall be based solely upon performance following previous evaluations. The parties acknowledge that reductions in the supervisory staff may be the result of, or due to, a decline in the overall fiscal standing of the District. In those instances, such reductions shall not be tied to an individuals performance other than as contained in the criteria stated in Article XII.

Each Supervisor shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the Supervisor's request, accompany the Supervisor in conducting such a review. The review will be made in the presence of the Director of Human Resources & Employee Relations or his/her designee. The Supervisor may challenge any materials in the file and if the accuracy or completeness of the file is contested by the Supervisor, he/she may provide a written statement and any other relevant material and ask that these be added to his/her personnel file.

## **Section 6.05**

Actions taken for the purpose of observing, monitoring or evaluating the performance of the Supervisor shall be conducted with full knowledge of the Supervisor.

### **Section 6.06**

The Supervisor shall be promptly notified of any complaints of a serious nature brought by a citizen, other employees, or a member of the Board of Education.

## **ARTICLE VII**

### **GRIEVANCE PROCEDURE**

#### **Section 7.01**

The term "grievance" is hereby defined to mean a complaint by a Supervisor or a group of Supervisors based on an alleged violation of this Agreement, or a dispute involving the meaning, interpretation, or application thereof.

#### **Section 7.02**

If the Association or employee(s) presents a grievance, it shall be consistent with the provisions of this Agreement. The Association or employee(s) shall be permitted to be heard at each level of the procedure under which the appeal shall be considered.

#### **Section 7.03**

Notwithstanding the provisions of Section 7.05, an appeal that affects more than one Supervisor not reporting to the same Immediate Supervisor may be submitted, in writing, to the Director of Human Resources & Employee Relations directly, and the processing of such an appeal shall be commenced at Level Two.

#### **Section 7.04**

Failure at any level of this procedure to communicate the decision of an appeal within the specified time limits to the aggrieved employee, and to the chairperson of the professional appeal committee, shall permit the aggrieved party or parties to proceed to the next level.

#### **Section 7.05**

**LEVEL ONE:** An informal settlement between the aggrieved Supervisor and his/her immediate Supervisor, or designated representative of the Board if his/her Supervisor is a member of the Association, shall be attempted.

**LEVEL TWO:** A Supervisor with a grievance, with or without the chairperson of the professional grievance committee or its designee, shall present the appeal in writing to his/her immediate Supervisor, or a designated representative of the Board if



his/her Supervisor is a member of the Association, within twenty (20) calendar days, of the occurrence of the knowledge of the event upon which the grievance is based.

LEVEL THREE: (a) In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level Two, or in the event that no decision has been reached within ten (10) calendar days of filing an appeal at Level Two, it shall be referred to the Director of Human Resources & Employee Relations.

(b) The Director of Human Resources & Employee Relations or his/her designee shall represent the Board at this level of the grievance procedure. Within fifteen (15) calendar days after the receipt of the written grievance by the Director of Human Resources & Employee Relations, he/she shall meet with the aggrieved employee and the designated representative of the Association in an effort to settle the grievance.

LEVEL FOUR: In the event that the grievance shall not have been satisfactorily disposed of at Level Three, or in the event that no decision has been rendered within fifteen (15) calendar days after the Level Three meeting, the Association may within fifteen (15) calendar days, refer the unsettled grievance to arbitration. The arbitrator shall be selected by an agreement between both parties. If the parties are unable to agree upon an arbitrator, the selection shall be made by the American Arbitration Association, in accordance with its Rules and Regulations. The Board and the Association shall not be permitted to assert, in such arbitration proceedings, any grounds, or to rely on any evidence not previously disclosed to the other party as part of or during the proceedings at Levels One, Two, or Three. The arbitrator shall be without power or authority to make any decision prohibited by law, or to add to, alter or modify this Agreement. The decision of the arbitrator shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions of the issues submitted. The decision shall be final and binding on both parties and shall comply with the Michigan Uniform Arbitration Act, PA 71 of 2012. The costs of the services of the arbitrator shall be borne by both parties equally.

## **ARTICLE VIII**

### **WORK YEAR - HOLIDAYS AND VACATION DAYS**

The term of each employment year shall be July 1 through June 30.

#### **Section 8.01 Holidays - Legal**

**July 4th**  
**Thanksgiving Day**  
**Friday after Thanksgiving Day**  
**Christmas Day** (December 25th) and:

**Good Friday**  
**Memorial Day**  
**Labor Day**

December 24th, if Christmas is on Tuesday  
December 26th, if Christmas is on Thursday  
December 24th, if Christmas is on Saturday  
(in lieu of Christmas Day)  
December 26th, if Christmas is on Sunday  
(in lieu of Christmas Day)

**New Year's Day** (January 1st) and:

December 31st, if New Year's Day is on Tuesday  
January 2nd, if New Year's Day is on Thursday  
December 31st, if New Year's is on Saturday  
(in lieu of New Year's Day)  
January 2nd, if New Year's is on Sunday  
(in lieu of New Year's Day)

The Christmas and New Year's holiday break for twelve (12) month Supervisors and the District Volunteer Coordinator will be the same schedule as the custodians.

**Section 8.02 Worked Holiday and Weekend Catering Events**

When it is necessary for a Supervisor to work on a holiday as listed above, said Supervisor shall be allowed to reschedule that day off at a later date, such date to be scheduled with the approval of their immediate Supervisor. Additionally should the Director of Nutrition Services determine the need for a Supervisor to work a catering event on a Saturday or Sunday, said Supervisor shall be allowed to schedule the time off at a later date (at a rate of time and one-half hours), such date to be scheduled with the approval of their immediate Supervisor.

**Section 8.03 Vacation Accumulation**

Vacation days for new employees shall begin with twelve (12) days per full work year. On July 1 of each successive year, two (2) additional vacation days shall be granted until a maximum of twenty five (25) vacation days for 52 week employees have been earned and twenty (20) vacation days for less than 52 week employees have been earned. Said vacation days are exclusive of holidays.

**Section 8.04 Vacation Scheduling**

Each Supervisor shall be entitled to schedule and take his/her earned vacation allotment during the year in which said days are granted. Supervisors working less than 52 weeks, other than the District Volunteer Coordinator, shall take vacation days when students are not in session. The remaining vacation days must be taken with the permission of their Immediate Supervisor.

Vacation days may not be carried over to another year unless written permission is granted by the Director of Human Resources & Employee Relations. The decision by the Director of Human Resources & Employee Relations is final and not subject

to the appeal procedure. No more than one (1) year may be carried over under any circumstances.

## **ARTICLE IX**

### **COMPENSATION**

#### **Section 9.01**

The employees covered by this Agreement shall be paid in accordance with the Salary Schedule attached to this agreement and identified as Appendix "A". All staff will be compensated through Direct Deposit and/or Pay Card option.

For the 2015-2016 school year, the salary schedule will reflect a 1/2% salary schedule increase with a freeze on steps/longevity as reflected at the end of the 2014-2015 school year. For the 2016-2017 school year, the salary schedule will reflect an additional 1/2% increase with a freeze on steps/longevity as reflected at the end of the 2014-2015 school year. For the 2016-2017 school year, there shall be a wage reopener.

#### **Section 9.02**

The Salary Schedule is based upon a normal five (5) day work week and the annual compensation shall be paid in twenty-six (26) bi-weekly installments, or pro-rated for those Supervisors who work less than fifty-two (52) weeks.

#### **Section 9.03 Mileage**

Upon presentation of proper documentation by the Supervisor to his/her Immediate Supervisor, approved school related mileage expenses shall be reimbursed at the rate established by the Board.

#### **Section 9.04 Tuition**

Tuition for college coursework, undergraduate and/or graduate, shall be paid for by the Board for up to a maximum of six (6) credit hours per contract year for members of the Association upon proof of registration. An additional three (3) college credit hours per year may be granted by the Superintendent.

Prior approval of coursework shall be required through the office of the Director of Human Resources & Employee Relations and shall be related to the employee's position and duties. Courses shall be taken beyond the "normal" workday. Exceptions to this may be appealed to the Director of Human Resources & Employee Relations. Decisions of the Director of Human Resources & Employee Relations shall be final.

Tuition costs will be reimbursed to the Association member and may be prepaid by the Board. Documentation of satisfactory completion of the course (a grade of "C" or higher) will be required of the employee or money paid to the Association member shall be reimbursed to the District.

If an employee is interested in out-of-state tuition, up to a maximum of \$100 per credit hour shall be allowed for the employee with a limit of six (6) credit hours per contract year.

The cost of class required textbooks shall be reimbursed by the District. Receipts shall be turned in to the Director of Human Resources & Employee Relations prior to reimbursement. Reimbursement for required textbooks shall be subject to the requirement of successful completion of the related course as stated above.

Supplemental textbooks, materials, mileage, and incidental costs are the responsibility of the employee, and shall not be reimbursed by the District.

**Section 9.05 Longevity**

Longevity shall be frozen at the current levels for the duration of this Agreement. Bargaining unit members hired after July 1, 2019 shall not be eligible for this provision.

A longevity payment shall be paid for years of service in the Bay City School District according to the following schedule:

On the 10th, 11th, 12th, 13th and  
14th year of service ..... 1% of unit member's current step  
and level per Appendix A.

On the 15th, 16th, 17th, 18th and  
19th year of service ..... 2% of unit member's current step  
and level per Appendix A.

On the 20th, 21st, 22nd, 23rd, and  
24th year of service ..... 3% of unit member's current step  
and level per Appendix A.

On the 25th, 26th, 27th, 28th, and  
29th year of service and thereafter.....4% of unit member's current step and  
level per Appendix A.

These years shall be determined by the following method:

1) A Unit member hired during the first half of the school fiscal year, July through December 31, shall have a longevity date as of July 1 of the fiscal year. A Unit member hired during the last half of the school fiscal year, January 1 through June 30, shall have a longevity date of July 1 of the following fiscal year.

2) To find the tenth, fifteenth, twentieth, or twenty-fifth year of service, add nine, fourteen, nineteen or twenty-four to the longevity date year. July 1st of that year will be the date when the 1%, 2%, 3%, or 4% longevity begins as per example.

**EXAMPLE:**

Longevity	July 1, 1960	July 1, 1960	July 1, 1960	July 1, 1960
Add	<u>9</u>	<u>14</u>	<u>19</u>	<u>24</u>
1%, 2%, 3% or 4% longevity begins	July 1, 1969	July 1, 1974	July 1, 1979	July 1, 1984

**ARTICLE X**

**SEVERANCE AND RETIREMENT**

**Section 10.01 Severance Pay**

Bargaining unit members hired after July 1, 2019 shall not be eligible for this provision.

At any time a Supervisor having fifteen (15) or more years of service to the District shall leave the employ of the District for reasons other than retirement under Section 10.02, he/she shall receive severance pay of two hundred dollars (\$200) for each year of service but not to exceed six thousand dollars (\$6,000), plus severance pay prorated at current salary for every day of accumulated sick leave over forty (40) days but not to exceed four thousand five hundred (\$4,500) dollars. In the event of the death of a Supervisor, the designated beneficiary(ies) of said Supervisor shall receive all severance pay due said Supervisor.

**Section 10.02 Retirement Benefits**

A Supervisor who has at least fifteen (15) years of Bay City Public Schools service and who retires under the Michigan Public Schools Employees Retirement System (MPSERS) shall receive a retirement benefit in accordance with the following terms and conditions:

He/she shall notify the Director of Human Resources & Employee Relations of an intent to take an early retirement at least thirty (30) days prior to the effective date of retirement unless otherwise waived by the Superintendent.

### **Section 10.03**

Bargaining unit members hired after July 1, 2019 shall not be eligible for this provision.

Bargaining unit members hired prior to July 1, 2019 whose sick balance exceeded 150 days as of July 1, 2019 will have their sick balance capped at that level for the duration of their employment in this bargaining unit.

An employee who has at least fifteen (15) years of Bay City Public Schools service and who retires under MPSERS shall receive a severance benefit in accordance with the following terms and conditions:

- For each accumulated unused sick leave day up to a maximum of 96 days and up to 150 days, the employee shall receive an amount based upon the employee's base rate of pay (less longevity, current improvement, etc.) at the time of retirement.
- For each accumulated unused sick leave day above 96 days and up to 150 days, the employee shall receive an amount based upon one-half (1/2) the employee's base rate of pay (less longevity, current improvement, etc.) at the time of retirement.

### **Section 10.04**

The retired Supervisor shall receive the amount in equal bi-weekly installments over a five year (5) period. The equal bi-weekly installments shall be remitted to the retired Supervisor beginning with the first pay Friday of the next school year or if the Supervisor's retirement is effective during a school year, the first pay Friday following the first full month after the effective date of retirement. Payment(s) will be deposited into a Paradigm Equity 403(b) account set up for the Member. There is no cash option.

### **Section 10.05 Beneficiary**

In the event a retired Supervisor dies prior to receiving all the installments, the retired Supervisor's beneficiary(ies) shall receive the remaining installments. Upon retiring, the Supervisor shall submit the names(s) of the beneficiary(ies), in writing, to the Personnel office.

## ARTICLE XI

### CREATION OF NEW SUPERVISORY POSITIONS

#### **Section 11.01**

The Board reserves unto itself the right to create new supervisory positions. However, the duties, wages, hours and employment, and other conditions of employment shall be mutually agreed upon by the Board of Education and the Supervisory Association.

Other supervisory positions will be included in the Association, provided such position/s is/are deemed to be essential to the normal categories included herein by the parties hereto. Failure to agree will result in the appeal procedure set forth in Article VII being followed.

#### **Section 11.02**

New positions will be filled within ninety (90) calendar days after the Board informs the Association of its desire to create such position(s).

## ARTICLE XII

### REDUCTION OF STAFF

#### **Section 12.01 Determination Factors**

If the Board determines that it is necessary to reduce the number of Supervisors, the Board shall confer with the Association regarding the necessity and feasibility of the reduction and shall present the reasons underlying the decision.

Once the need for reduction of Supervisory force is established, the Board and the Association shall develop an equitable and feasible procedure of lay-off and recall.

The following factors, weighted by priority as to their order of listing, shall be used to determine Supervisor/s to be laid off shall be:

- 1) Recommendation of the Director of Nutrition Services or Superintendent's designee
- 2) Evaluation records
- 3) Qualifications regarding current position
- 4) Total experience as a Supervisor with the Bay City Public Schools

5) Total experience as an employee of the Bay City Public Schools

Any lay-offs shall be equivalent to the total number of supervisory positions being reduced. A Supervisor scheduled to be laid off must be notified, in writing, by the Board at least ninety (90) calendar days prior to the lay-off date.

**Section 12.02 Allocation of Duties**

When reduction of supervisory staff dictates added work load to remaining Supervisors, the duties will be allocated as evenly as possible. The Board and Association shall confer and agree on such matters. In the event the parties cannot agree upon the allocation of duties, the matter shall be resolved pursuant to the appeal process set forth in Article VII.

**ARTICLE XIII**

**SICK LEAVE**

**Section 13.01 Purpose**

The primary purpose of the sick leave allowance is to cover the absence of a Supervisor from work because of personal illness or injury sufficiently severe that would render his/her presence at his/her job inadvisable. Sick leave applies only to absences resulting from illness or injury to the employee.

**Section 13.02 Rate of Accumulation**

Sick leave accumulates at the rate of six (6) days per semester and shall be limited to 150 days of total accumulation. Accumulated sick leave shall be reported monthly on the payroll forms and a record of total days available will be available in the office of the Immediate Superior.

Bargaining unit members hired prior to July 1, 2019 whose sick balance exceeded 150 days as of July 1, 2019 will have their sick balance capped at that level for the duration of their employment in this bargaining unit.

**Section 13.03 Verification of Illness/Injury**

If there is a question or concern regarding the illness or injury of an employee, the Superintendent or his/her 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 or the employee may return to work.



### **Section 13.04 Worker's Compensation**

Any Supervisor who is absent because of an injury or illness compensable under the Michigan Workers' Compensation Law, shall receive from the Board the difference between the allowance under the Workers' Compensation Law and his/her regular salary for the duration of the illness and the difference shall be charged against sick leave until sick leave benefits are exhausted. If the employee continues to be absent as a result of a compensable illness, he/she will continue receiving the allowance provided under Workers' Compensation for the duration of the disability or as otherwise provided under such Act.

### **Section 13.05 Paid Medical Leave Act (PMLA)**

In accordance with the Michigan Paid Medical Leave Act ("PMLA"), MCL 408.961 et seq., an eligible non-exempt (hourly) employee may use paid sick or vacation leave for any of the following for the employee or family member:

1. Mental or physical illness, injury or health condition, including related medical diagnosis, care, treatment, or preventative medical care.
2. For a victim of domestic violence or sexual assault, any related medical care or counseling; victim services or legal services; judicial proceedings, or relocation.
3. 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 had 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 PMLA. This provision shall be interpreted and applied consistent with the PMLA, and shall not provide greater benefits than that allowed by the statute.

## **ARTICLE XIV**

### **LEAVES OF ABSENCE**

#### **Section 14.01 Purpose**

Any employee whose personal illness or disability extends beyond the period compensated shall be granted a leave of absence without pay or benefits for such additional time as may be necessary for complete recovery from such illness. Leave

of absence without pay shall not exceed one (1) year. Upon return from leave, the employee shall be assigned to the same position, if available, or substantially equivalent position.

### **Section 14.02 Criteria - "Chargeable"**

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

- 1) A maximum of five (5) days for critical illness in the immediate family living in the same household.
- 2) A maximum of five (5) days for a critical illness in the immediate family not living in the same household may be granted at the discretion of the Director of Human Resources & Employee Relations.
- 3) Two (2) days to transact business when the Supervisor, through no fault of his/her own, is unable to transact such business except during his/her regular working hours. Application for business days will be made to the Immediate Supervisor and/or the Director of Human Resources & Employee Relations at least twenty-four (24) hours in advance. 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 and/or the Director of Human Resources & Employee Relations will be sufficient and a Reason for Absence form will be submitted by the Supervisor upon return from leave. Additional days may be granted by the Director of Human Resources & Employee Relations. The decision of the Director of Human Resources & Employee Relations on the justification of business days will be final and not subject to the Appeal procedure.

### **Section 14.03 Criteria- "Non-Chargeable"**

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

- 1) A maximum of three (3) days for a death in the immediate family; spouse, father, mother, father-in-law, mother-in-law, brother, sister, and children. Additional time may be granted at the discretion of the Director of Human Resources & Employee Relations.
- 2) One (1) day for the attendance at the funeral service of person whose relationship to the employee warrants such attendance. Such relationship must be communicated in writing prior to such leave, and approval may be granted at the discretion of the Director of Human Resources & Employee Relations.
- 3) Absence when called for jury service.

4) Court appearance as a witness in any case connected with the Supervisor's employment of the school or whenever the Supervisor is subpoenaed to attend any proceeding.

#### **Section 14.04 Child Rearing Leave**

In conjunction with the Family and Medical Leave Act, and not in addition thereto, a child rearing leave of a maximum of six (6) months shall be granted without pay or benefits. Extensions may be granted for six (6) months upon application, in writing, ninety (90) calendar days prior to the end of the leave. An employee having been duly granted a child rearing leave must apply for re-employment a minimum of ninety (90) calendar days prior to the time employment is desired.

An employee adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the Probate Court.

#### **Section 14.05 Military**

Military leaves of absence shall be granted to any employee who shall be inducted or drafted 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 Supervisor shall make application for such re-employment within ninety (90) calendar days after discharge from the Armed Forces and provided further, that such employee reports for his/her assignment immediately following such application. Military leave of absence shall also be granted for National Guard or Reserve duty and shall be honored in accordance with USERRA.

#### **Section 14.06 Part-time Service**

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

#### **Section 14.07 Physical Examination**

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

#### **Section 14.08 Leaves Without Pay**

It is the intent that a leave of absence without pay or benefits will be taken only in very unusual circumstances and then, very infrequently. A conference with the

Director of Human Resources & Employee Relations will be held to consider the reason for such leave and the effect on the operation of the school system.

**Section 14.09 Loss of Benefits**

Leaves of absence without pay of less than ninety (90) calendar days shall not result in a loss of benefits.

**Section 14.10 Leave for Employment within the District**

Any member of the Unit who is employed in any other position in the Bay City School District shall be entitled to retain such rights and seniority as she/he may have had under the Supervisor's Union agreement prior to transfer should she/he return. If the employee returns to the Unit, longevity credit will be given for service to the Bay City Public Schools. Procedure for return will be pursuant to seniority and qualifications with the Supervisors' Union agreement.

**ARTICLE XV**

**INSURANCE PROTECTION**

**Section 15.01 Establishment**

Pursuant to the authority set forth in the School Code of 1955, as amended, the Board agrees to furnish all Supervisors in the Bargaining Unit insurance protection as hereinafter set forth.

**Section 15.02 Term Life Insurance**

Group term life insurance coverage in the amount of \$75,000.00 AD & D, in addition to the coverage provided in Section 15.03. All employees must be actively at work on the effective date of any changes in coverage. Any changes in coverage will be effective the first of the month following ratification of the contract by all parties with the exception of employees not actively at work. Insurance coverage changes for those not actively at work will take place the first of the month following their first day back to work.

**Section 15.03 Insurance Benefits**

For the term of this Agreement, the Board shall provide complete health care protection on a full twelve (12) month basis with either a single, two-person, or full family benefit status as selected by the employee during the open enrollment period. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of the Employee and his/her eligible dependents for

the following insurance program to include medical, dental, vision and hospitalization insurance for a full twelve (12) month period:

The District will contribute 90% of the hard cap limits (through PA 152) for Medical, Dental, and Vision plans, and maintain the medical benefit plan coverage year at July 1 to June 30. The bargaining unit may select other products annually for the duration of this contract.

The annual Employer paid amounts shall adjust at the beginning of each plan year (July 1 through June 30), at 90% of the maximum State Hard Cap permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act (PA 152).

#### **Section 15.04 Health Care**

The School District shall provide complete health care protection on a full twelve (12) month basis with either single, two-person, or full family benefit status as selected by the employee during the open enrollment period. Parties have agreed to offer multiple health care coverage options provided in the attached level of benefits. The plan year is July 1<sup>st</sup> through June 30<sup>th</sup>.

For the 2019/2020 medical benefit plan coverage year, employees shall have the following BCBS medical plans available:

- BCBS Option 1 - \$250/\$500, 20% co-insurance, \$20 OV/\$60 UC/\$150 ER, with Chiro, 5-tier Rx.
- BCBS Option 2 - \$500/\$1000, 20% co-insurance, \$20 OV/\$60 UC/\$150 ER, with Chiro, 5-tier Rx.
- BCBS Option 3 - \$1000/\$2000 20% co-insurance, \$20 OV/\$60 UC/\$150 ER, with Chiro, 5-tier Rx.

Should the employee select one of the offered health insurance options other than the "Base Plan" and the option they select is at a higher annual premium cost, the employee is responsible (in addition to their cost outlined above) for 100% of the differential cost between the plan selected and the "Base Plan". Under all health insurance options offered by the Board, all co-pays, levels of deductibles and levels of co-insurance are the responsibility of the employee.

Bi-weekly payments for the employee's portion of insurance benefits costs shall be made through a Section 125 payroll deduction (pre-tax benefit) as established by the District and as allowable based on available compensation level. If the employee elects not to select the payroll deduction via a Section 125 (pre-tax benefit) plan, an election form to deduct on a post-tax basis must be signed by the employee. If the employee's required contribution to pay premiums for the insurance option selected is increased or decreased during the plan year, the payroll deduction will automatically be adjusted to reflect the increase or decrease. The Board shall have the right to recover any unpaid premiums by the employee (in

addition to any other remedies provided by law) by deducting the premium amount in arrears from any wages remaining to be paid to the employee. If remedies described above are not available, the District reserves the right to terminate healthcare coverage of the employee who is unable to make their portion of the premium current.

There will 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.

In Lieu of Health – Bargaining unit members who qualify for health insurance coverage and who choose not to be provided with such coverage shall receive a cash option payment of \$100.00 per month or \$100.00 per month under Section 125 of the Internal Revenue Code (403b annuity plan currently payroll deducted by the Board). In addition a fund will be established to share savings related to an employee's decision to select an annuity payment in lieu of selecting District provided health insurance coverage.

An amount equal to 40% of the District's portion of the health insurance premium relinquished by the employee will be added to a fund for any individual that selects the annuity option over the number of individuals (based upon the current census of June 1, 2015 that had selected the annuity option for the 2015-16 year and based upon the current census of June 1, 2016 for the 2016-17 year. (See attached illustrated example)

Furthermore, the level of health insurance premium used for the calculation will be based on the employee's previous choice of coverage prior to selecting the annuity option, single coverage, two person coverage or full family coverage as defined in the "Base Plan".

Payment of any savings over the fixed monthly annuity payment of \$100 dollars per month will be paid in a lump sum amount no later than June 30<sup>th</sup> of the fiscal year in which the annuity option was selected in a separate check. The member may choose a cash option payment or a 403b annuity governed by Section 125 of the Internal Revenue Code.

If an employee selects the annuity option or requests a change in coverage at a time other than open enrollment, the amount added to the annuity fund will be adjusted to reflect this change.

In the event an individual who has a spouse employed by the District (and who is currently primary insurance holder) moves from the primary insurance holder to the annuity option, this individual will not be included in the annuity savings calculation.

The member will need to complete a declination form when making a decision not selecting insurance coverage.

### **Section 15.05 Dental**

The Board shall provide dental insurance options through either a fully-insured or self-insured program. Options available are full family, single, or two person levels of benefits. The monthly Board paid premium has been identified above. The dental coverage levels of Co-insurance as described in the summary of benefits are 100% the responsibility of the employee. The dental insurance plan is included in the Appendix of the contract.

Bi-weekly payments for the employee's portion of dental insurance benefit costs shall be made through a Section 125 payroll deduction (pre-tax benefit) as established by the District and as allowable based on available compensation level. If the employee elects not to select the payroll deduction via a Section 125 (pre-tax benefit) plan, an election form to deduct on a post-tax basis must be signed by the employee. If the employee's required contribution to pay premiums for the insurance option selected is increased or decreased during the plan year, the payroll deduction will automatically be adjusted to reflect the increase or decrease. The Board shall have the right to recover any unpaid premiums by the employee (in addition to any other remedies provided by law) by deducting the premium amount in arrears from any wages remaining to be paid to the employee. If remedies described above are not available, the District reserves the right to terminate coverage of the employee who is unable to make their portion of the premium current.

### **Section 15.06 Duplicate Coverage**

If both husband and wife are employed by the District, they may carry only one hospitalization and one dental insurance policy between them.

### **Section 15.07 Loss of Coverage**

Association members may elect hospitalization insurance if his/her spouse, who was previously covered by fully paid MESSA or Blue Cross - Blue Shield or other similar coverage, died, retired, or otherwise lost the benefit of such hospitalization coverage for reasons beyond his/her control. Such Supervisor shall then be permitted to apply for health insurance benefits through the Board on the usual terms and conditions prescribed by the insurance provider(s).

### **Section 15.08 Liability Coverage**

The Board will provide liability insurance to cover losses resulting from litigation against the Supervisor for any actions related to his/her job assignment.

### **Section 15.09 Supplemental Coverage**

The Board will provide assurance of complete compensation over and above the losses covered by the Supervisor's personal insurance for any on-site, job related damage or destruction of personal property, such as 1) personal vehicle, 2) clothing, 3) eyeglasses, 4) timepieces, and 5) any equipment which is frequently used in the normal fulfillment of the Supervisor's administrative duties and which has not been furnished by the District. Total compensation shall not exceed the replacement value of the property.

### **Section 15.10 Vision**

The Board shall provide vision insurance options through either a fully-insured or self-insured program. Options available are full family, single, or two person levels of benefits. The monthly Board paid premium has been identified above. The vision coverage levels of Co-insurance as described in the summary of benefits are 100% the responsibility of the employee. The vision insurance plan is attached to the contract.

Bi-weekly payments for the employee's portion of vision insurance benefit costs shall be made through a Section 125 payroll deduction (pre-tax benefit) as established by the District and as allowable based on available compensation level. If the employee elects not to select the payroll deduction via a Section 125 (pre-tax benefit) plan, an election form to deduct on a post-tax basis must be signed by the employee. If the employee's required contribution to pay premiums for the insurance option selected is increased or decreased during the plan year, the payroll deduction will automatically be adjusted to reflect the increase or decrease. The Board shall have the right to recover any unpaid premiums by the employee (in addition to any other remedies provided by law) by deducting the premium amount in arrears from any wages remaining to be paid to the employee. If remedies described above are not available, the District reserves the right to terminate coverage of the employee who is unable to make their portion of the premium current.

### **Section 15.11 Long-Term Disability**

The District will provide a Long-Term Disability plan for employees to purchase (See Appendix).

### **Section 15.12 Flexible Spending Account**

A Flexible Spending Account will be available for employee contribution. A copy of the plan is attached to the contract.



## ARTICLE XVI

### VACANCIES, PROMOTIONS, TRANSFERS

#### **Section 16.01 Appointment to Supervisory Position**

The Board and the Association agree that all Supervisory positions as defined in Article I, Section 1.04 of this Agreement shall be staffed by competent and qualified personnel.

In staffing available supervisory positions, qualified and competent applicants shall be given preference in the following order:

- 1) Members of the Supervisor's Association
- 2) Other employees of the Bay City Public Schools
- 3) Persons not employed by the Bay City Public Schools.

Criteria used when considering Association members for other positions shall be:

- 1) Recommendation of the Director of Nutrition Services or Superintendent's designee
- 2) Evaluation records
- 3) Qualifications regarding current position
- 4) Total experience as a Supervisor with the Bay City Public Schools
- 5) Total experience as an employee of the Bay City Public Schools

#### **Section 16.02 Availability**

A Job Description for each Supervisory position will be available in the office of the Director of Human Resources & Employee Relations.

## ARTICLE XVII

### DURATION OF AGREEMENT

#### **Section 17.01 Term**

This Agreement shall become effective July 1, 2019 and shall continue in full force and effect until June 30, 2022, (the "termination date"), except as outlined below:

### **Section 17.02 Extension**

Notwithstanding the termination date stated above, unless a party to this Agreement provides, at least sixty (60) calendar days prior to the termination date stated herein, a written notice of such intent to terminate, this Agreement shall continue in full force and effect from year to year thereafter, subject to written notice of termination by either party of sixty (60) calendar days prior to the then current year's termination date.

### **Section 17.03 Amendment**

If either party desires to amend or otherwise modify this Agreement, it shall give written notice of such amendment, and such notice set forth the nature of the amendment. If the parties cannot agree to said proposed amendment(s) within a period of forty-five (45) calendar days from the date of the notice, the proposed amendment will be deemed to have been withdrawn. Said time within which to reach an agreement on the proposed amendment may be extended by mutual consent of both parties, such consent to be in writing and signed by the parties. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of the Agreement.

## **ARTICLE XVIII**

### **SALARY SCHEDULE**

#### **Section 18.01**

For 2019-2020, current staff members will be placed on a step in Level A. Longevity is frozen at current level.

For 2020-2021, each staff member shall advance one step on the salary schedule. Longevity is frozen current level.

For 2021-2022, each staff member shall advance one step on the salary schedule. Longevity is frozen current level.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 10<sup>th</sup> day of June, 2019.

BAY CITY PUBLIC SCHOOLS  
ASSOCIATION OF  
SUPERVISORY PERSONNEL

BY: C. Sage  
President

BAY CITY BOARD OF EDUCATION

BY: Mark T. Zito  
President

Carrie Sepodis  
Secretary

**APPENDIX "A"**

**Salary Schedule**

**Level A**

<b>Step 1</b>	\$30,680
<b>Step 2</b>	\$32,481
<b>Step 3</b>	\$34,301
<b>Step 4</b>	\$36,074
<b>Step 5</b>	\$37,872
<b>Step 6</b>	\$41,463
<b>Step 7</b>	\$43,258
<b>Step 8</b>	\$46,852
<b>Step 9</b>	\$48,651
<b>Step 10</b>	\$51,076
<b>Step 11</b>	\$53,622
<b>Step 12</b>	\$57,938