

**BCESP MASTER AGREEMENT 2018-2022  
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# **AGREEMENT**

**between**

**THE BAY CITY BOARD OF EDUCATION**

**and**

**THE BAY CITY EDUCATIONAL  
SUPPORT PERSONNEL ASSOCIATION**

This Agreement effective the 27th day of August, 2018 by and between the Board of Education of the City of Bay City, Michigan, hereinafter called the "Board" and the Bay City Educational Support Personnel Association, hereinafter called the "Association".

## **WITNESSETH**

WHEREAS, the Board has a statutory obligation, pursuant to Act 336, Public Acts of Michigan for 1947, as amended by Act 379, Public Acts of Michigan for 1965, known as the Public Relations Employment Act, as amended, to bargain with the Association as the representative of its Secretarial and Educational Assistants personnel with respect to hours, wages, terms and conditions of employment.

In consideration of the following mutual covenant, it is hereby agreed as follows:

## **ARTICLE I**

### **RECOGNITION**

#### **Section 1.01 Exclusive Recognition**

The Board hereby recognizes the Association as the sole and exclusive bargaining representative as defined in Section II of Act 336, Public Acts of Michigan for 1947 and amended by Act 379, Public Acts of Michigan 1965, and later acts for all full time and regular part-time personnel engaged in Secretarial and Educational Assistants work employed by the Board whether under contract or on leave, excluding students in training or co-op students. The Association representation shall include all personnel awarded current or newly created position(s) which would fall within the above defined Bargaining Unit. All personnel represented by the Association in the above defined Bargaining Unit shall, unless otherwise indicated hereinafter be referred to as "Members of the Bargaining Unit". Reference to female personnel shall include male personnel.

## **Section 1.02 Exclusive Representation/Legal Rights**

The Board agrees not to negotiate with any Secretarial/Educational Assistant organization, or individual, other than the Association for the duration of the Agreement. Nothing contained herein shall be construed to prevent any individual member of the Unit from presenting a concern and having the concern adjusted. Consistent with Section 3.02 the above provision shall be adhered to as current law(s) permit.

## **ARTICLE II**

### **RIGHTS OF THE ASSOCIATION**

#### **Section 2.01 Right to Organize**

Pursuant to Act 336, Public Acts of Michigan for 1947 as amended by Act 379, Public Acts of Michigan for 1965, the Board hereby agrees that every employee in the Bargaining Unit shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any member of the Bargaining Unit in the enjoyment of any right conferred by said Act 336 as amended by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any member of the Bargaining Unit with respect to hours, wages, or any terms of employment by reason of her/his membership in the Association, her/his participation in any activities of the Association or collective professional negotiations with the Board of her/his institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.

#### **Section 2.02 M.E.R.C. Assistance**

The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public Agency, or any arbitrator appointed pursuant to the provisions of this Agreement.

#### **Section 2.03 Facility Utilization**

The Association and its members shall continue to have the right to use School District building facilities at all reasonable hours for meetings, subject to scheduling by the Building Principal or the Personnel/Human Resources and Employee Relations Office. No member of the Unit shall be prevented from wearing insignia, pins or other identification of membership in the Association, either on or off school premises. Bulletin boards, school mail, and other established media of communication shall be made available to the Association and its members.

#### **Section 2.04 Freedom of Information**

The Board agrees to furnish to the Association in response to reasonable written request all available information concerning the financial resources of the District, including, but not limited to: annual financial reports, audits, budgetary requirements and allocations, census and membership data, names and addresses of all members of the Unit, and other such information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the Association, together with information which may be necessary for the Association to process any grievance or complaint. The sick leave register shall be available to designated representatives of the Association at the Accounting Office.

#### **Section 2.05**

The Association shall be advised by the Board of any new or modified fiscal, budgetary or tax program or revisions of the structural setup which will affect positions of any employee covered by this Master Agreement which are proposed or under consideration and the Association shall be given reasonable opportunity to consult with the Board with respect to the above said matters prior to their adoption and/or general publications.

#### **Section 2.06 Board Control - Annual Budget**

It is agreed and recognized, however, that except for expenditures contained in any annual budget, which are required by the terms of this Agreement, the authority to all parts of the annual budget of the School District reside exclusively with the Board and during the terms of this Agreement shall not be the subject of mandatory negotiations with the Association, nor subject to any proceeding under the grievance procedure.

#### **Section 2.07 Personal Life**

Notwithstanding their employment, members of the Bargaining Unit shall be entitled to full rights of citizenship and no religious or political activities of any member of the Unit or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such members of the Unit. The private and personal life of any member of the Unit is not within the appropriate concern or attention of the Board.

#### **Section 2.08 Non-Discrimination**

The provisions of this Agreement, and the wages, hours, terms and conditions of employment, shall be applied without unlawful discrimination based on age; color; disability; gender identity; genetic information; height; marital status; national origin; race; religion; sex (including pregnancy); sexual orientation; veteran status; weight; or any status protected by law, or membership in or association with the activities of any employee organization, or on any other basis protected by state, federal, or other applicable law.

## **ARTICLE III**

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

#### **Section 3.01 Board Powers**

The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and the United States.

#### **Section 3.02**

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, and adoption of policies, rules, regulations, job descriptions, 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.

#### **Section 3.03**

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.

This clause is included in this agreement because it is legally required by state law. It is noted the union does not agree or acknowledge this provision as binding and reserves all right to assert this clause as unenforceable.

## **ARTICLE IV**

### **PAYROLL DEDUCTIONS**

#### **Section 4.01 Payroll Deduction**

Upon appropriate written authorization from the members of the Bargaining Unit, the Board shall deduct from the salary of any member of the Bargaining Unit and make appropriate remittance for jointly approved annuities, credit union, savings bonds, dues or service fees, United Way, insurance programs, or other plans.

**ARTICLE V**  
**COMPENSATION**

**Section 5.01**

Compensation for Unit members is set forth in Appendix "A" which is attached and incorporated in this Agreement.

For the 2018-2019 school year, the Salary schedule will reflect a \$0.25 per hour salary schedule increase effective upon ratification. Grade 10 classification shall be re-indexed (see attached). Service recognition (aka Longevity) will be phased in and paid as scheduled based on the year 2014.

For the 2019-20 school year, the Salary schedule will reflect at \$0.25 per hour increase on scale, full step, and service recognition (aka longevity) will be paid as scheduled based on the year 2019.

For the 2020-21 school year, the Salary schedule will reflect at \$0.25 per hour increase on scale, full step, and service recognition (aka longevity).

For the 2021-22 school year, the Salary schedule will reflect at \$0.25 per hour increase on scale, full step, and service recognition (aka longevity).

**Section 5.02**

Any assignment, duty or responsibility within the scope of this Agreement for which a stipend is paid whether from special or School District funds shall be listed in Appendix "A".

**Section 5.03 Unit Member Transfer**

When transferring from one position to another within the bargaining unit, Bargaining Unit members shall retain their salary step.

**Section 5.04 Unit Member Substitutes**

A Bargaining Unit member used as a substitute on a daily basis in a position other than her/his regular assignment shall receive her/his same rate of pay or the rate of that position, whichever is higher.

In a known long-term absence, a Unit employee within a building may request an opportunity to fill the higher classification, thus leaving the lower classification for a substitute. The final decision rests with the immediate supervisor and/or the Personnel/Human Resources and Employee Relations Office.

A Bargaining Unit member who is on a leave of absence and who wishes to substitute shall notify the Personnel/Human Resources Office and shall, in accordance

with her/his seniority, be given priority on the substitute list. Such Bargaining Unit member shall be paid the daily substitute rate for that position, except that if an administrator makes a request for that Bargaining Unit member, the Bargaining Unit member shall be paid her/his same rate of pay or the rate of that position, whichever is higher.

A Bargaining Unit member who works less than a 52 week assignment and who wishes to substitute during recess periods or during the summer months in positions outside of her/his building or program shall notify the Personnel/Human Resources Office and shall, in accordance with her/his seniority, be given priority on the substitute list. Such Bargaining Unit member shall be paid the daily substitute rate for that position, except that if an administrator makes a request for that Bargaining Unit member, the Bargaining Unit member shall be paid her/his same rate of pay or the rate of that position, whichever is higher.

Bargaining Unit members who work less than a 52 week assignment shall continue to have priority, in accordance with their seniority, to substitute during recess periods or summer months in positions within their buildings or programs. As provided in Section 5.04, the Bargaining Unit member shall be paid her/his same rate of pay or the rate of that position, whichever is higher. If a vacation day had been scheduled for the day the Bargaining Unit member substituted, the paid vacation day shall be rescheduled to the Bargaining Unit member's next non-paid week day. However, the Bargaining Unit member may request and, with the prior written approval of her/his immediate supervisor and BCPS Personnel/Human Resources and Employee Relations administrator, will be allowed to take the paid vacation day on a student session day.

### **Section 5.05 Released Time -- Association Business**

Paid released time with no loss of benefit shall be provided any Unit member who is called to testify at and/or engaged in any grievance, arbitration or negotiations concerning the Bay City School District.

### **Section 5.06 Released Time - In-service**

Unit members may, with authorization from the Personnel/Human Resources and Employee Relations Office, be released from duties without loss of salary; to attend the job skill oriented in-service workshops providing the offices are not adversely affected.

### **Section 5.07 Workshops/Conferences**

A. The Board shall pay the reasonable expenses (including fees, meals, lodging and transportation) incurred by Association members for professional job-related workshops, seminars, conferences, or other professional development sessions attended at the request and/or with the advance approval of the building administrator or program director. Members shall be released without loss of pay.

B. In addition to the above, officers, members of the executive board and members of the Association may utilize up to fourteen (14) days per year (i.e., seven members

attending for two days) to attend workshops, seminars, conferences or other professional development sessions as selected by the Association. Registration, fees, meals, and lodging will be paid by the Association. Members shall be released without loss of pay for attending these conferences. Additional days may be granted, upon written request, by the Personnel/Human Resources and Employee Relations.

### **Section 5.08 Pay Period**

The Unit pay period shall be bi-weekly for the previous weeks of work.

In addition to the bi-weekly pay for the previous week of work, any Bargaining Unit member who works less than a 52 week assignment shall also have the option of selecting one of the following pay periods.

- 1) 26 equal bi-weekly pay periods, or
- 2) 21 equal bi-weekly pay periods.

### **Section 5.09 Overtime**

Prior approval must be granted for overtime work. Authorization for this overtime work must be granted by the employee's immediate supervisor prior to any overtime work being performed, except in emergency situations. Time and one-half will be paid for time worked beyond forty (40) hours per week. Double time shall be paid for all Sundays and holidays worked, regardless of the number of hours worked. Holidays and approved days off with pay shall count as hours worked.

However, a Unit member and her/his supervisor may agree to a flex-time schedule to avoid exceeding forty (40) hours in one work week. Such utilization of flex-time must be utilized within the same workweek. If flex-time cannot be utilized, this agreement shall not prohibit members from utilizing compensatory time in lieu of overtime pay consistent with federal law. All flex-time agreements shall be in writing, signed and dated by the Unit member and her/his supervisor. The supervisor shall within five (5) work days of the date of the flex-time agreement forward a copy of the flex-time agreement to the Director of Personnel/Human Resources and Employee Relations.

If the Unit member consents to take compensatory time in lieu of overtime pay after the week the forty (40) hours was exceeded, the compensatory time shall be at time and one-half hours for each overtime hour worked. Compensatory time is overtime and must be pre-authorized by the employee's immediate supervisor. The Bargaining Unit member and her/his supervisor shall sign and date a record of the compensatory time when the compensatory time is earned or used. The supervisor shall within five (5) work days of the date of the record forward a copy of the signed form to the Director of Personnel/Human Resources.



Non-Bargaining Unit persons shall not deprive Unit members of overtime. Non-Bargaining Unit persons may, however, perform Bargaining Unit work of an absent employee when no other Bargaining Unit member is available. The Administration shall have the right to deny overtime to a Bargaining Unit member if the overtime work is caused by that Bargaining Unit member's absence.

Bargaining Unit members holding Educational Assistant positions will work during parent-teacher conferences and will be paid for time worked at their current hourly rate of pay.

### **Section 5.10 Laid-off Bargaining Unit Member Substitute "Letter of Intent"**

If a need arises and a laid-off Bargaining Unit member substitute must be hired for another Unit member, that substitute shall be paid at the 1st step of the designated classification/grade. Any laid-off Bargaining Unit member substitute working in the same position for fifty (50) or more consecutive duty days will be placed on a "letter of intent". If it is known that the laid-off Bargaining Unit member substitute would be on such assignment for fifty (50) or more consecutive duty days, a "letter of intent" will be issued appropriately at the outset. Laid-off Bargaining Unit member substitutes on "letter of intent" shall be entitled to all fringes and other provisions included in the Master Agreement, with the exception of salary.

### **Section 5.11 Mileage**

A member of the Unit directed by the building principal or supervisor to drive her/his personal auto for school business shall receive car mileage allowance at the present reimbursement rate.

### **Section 5.12 Vacation Cancellation**

Vacations canceled because of necessary workload shall be rescheduled.

### **Section 5.13 Released Time - Association President**

To the extent that work schedule adjustments are agreed to between the Association president and her/his immediate supervisor, and to the extent that work schedule adjustments may be made without incurring a contractual, legal or statutory requirement for overtime compensation, the Association president shall be permitted to adjust the work day and work week to conduct Association business.

### **Section 5.14 Longevity**

For bargaining unit members employed in this bargaining unit prior to September 1, 2018, a service recognition 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..... 4% of Base.  
On the 15th, 16th, 17th, 18th and  
19th year of service..... 5% of Base.  
On the 20th, 21st, 22nd, 23rd, and  
24th year of service..... 7% of Base.  
On the 25th, 26th, and 27th year of  
service ..... 8% of Base.  
On the 28th, 29th, and 30th year of  
service and thereafter..... 12% of Base.

For bargaining unit members hired on or after September 1, 2018, a service recognition 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..... 2% of Base.  
On the 15th, 16th, 17th, 18th and  
19th year of service..... 2.5% of Base.  
On the 20th, 21st, 22nd, 23rd, and  
24th year of service..... 3.5% of Base.  
On the 25th, 26th, and 27th year of  
service ..... 4% of Base.  
On the 28th, 29th, and 30th year of  
service and thereafter..... 6% of Base.

Service recognition/longevity 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, twenty-fifth, or twenty-eighth year of service, add nine, fourteen, nineteen, twenty-four, or twenty-seven to the longevity date year. July 1st of that year will be the date when the 4%, 5%, 7%, 8%, or 12% longevity begins as per example.

**EXAMPLE:**

Longevity	July 1, 1960	July 1, 1960	July 1, 1960	July 1, 1960
Add	9	14	19	24

4%, 5%, 7% or 8%

longevity begins July 1, 1969    July 1, 1974    July 1, 1979    July 1, 1984  
(Base Salary shall equal yearly salary + vacation salary)  
(Longevity Base = Base Salary + 5%)

## **Section 5.15 Work Performance**

A Unit member whose past two formal evaluations indicate that the Unit member's overall quality of work performance meets or exceeds expectations shall be paid an additional one percent (1%) of Base Salary work performance payment on her/his twentieth year of service and thereafter. If the Administration wishes to deny a Unit member the one percent (1%) of Base Salary job performance, the Administration shall provide written notification to the Unit member before March 1 prior to the Unit member's twentieth year of service. Any denial shall be based upon the Unit member's overall work performance not meeting the expected quality as evidenced in the formal evaluations.

A Unit member whose one percent (1%) work performance denial has been upheld and whose past two formal evaluations prior to the unit member's twenty-fifth year of service indicate that the Unit member's overall quality of work performance meets or exceeds expectations shall be paid an additional one percent (1%) of Base Salary work performance payment on her/his twenty-fifth year of service and thereafter. If the Administration wishes to deny a Unit member the one percent (1%) of Base Salary job performance, the Administration shall provide written notification to the Unit member before March 1 prior to the Unit member's twenty-fifth year of service. Any denial shall be based upon the Unit member's overall work performance not meeting the expected quality as evidenced in the formal evaluations.

Twentieth and Twenty-fifth years of service shall be as determined in Section 5.14.

(Base Salary shall equal yearly salary + vacation salary)  
(Work Performance Base = Base Salary + 5%)

## **ARTICLE VI**

### **HOURS OF WORK**

#### **Section 6.01 52 Week Employees**

Normal work week for Unit members on a 52 week assignment shall be 37.5 work hours per week; five (5) days a week with the exception of the positions listed below. Unit members in these positions will work 40 hours per week; five (5) days a week.

Office Associate (Administration Building & Western Middle School)  
Executive Assistant  
Administrative Assistant  
Office Specialist  
Executive Specialist

Written permission may be granted for other Unit members to work 40 hours per week by the Personnel/Human Resources and Employee Relations Office.

A summer schedule decreased to 32.5 hours a week will be utilized with the mutual agreement between the Unit member and her/his immediate supervisor. Said 37.5, 40 or decreased 32.5 hours a week may be flexed with the mutual agreement between the Unit member and her/his immediate supervisor.

### **Section 6.02 Less Than 52 Week Employees (Secretarial)**

Bargaining Unit members working less than a 52 week assignment shall work 37.5 hours per week. However, the normal work week for the positions of Administrative Assistant and Office Associate (Switchboard/Receptionist) shall be 40 hours per week. The Director of Personnel/Human Resources and Employee Relations, at his/her discretion, may approve 40 hours per week for other positions. The 37.5 or 40 hours a week may be flexed within the work week with the agreement of the Association members affected and their immediate supervisor.

The work year for less-than-52 week secretaries assigned to elementary and intermediate school buildings, not otherwise staffed by a 12-month secretary, shall begin ten (10) work days before students report and shall end five (5) work days after students are dismissed at the end of the school calendar year.

For all other less-than-52-week secretaries, unless otherwise designated, the work year shall begin eight (8) work days before students report and shall end two (2) work days after students are dismissed at the end of the school calendar year.

The work year for less-than-52-week administrative assistants assigned to the high school athletic programs shall begin eight (8) work days before students report and shall end two (2) work days after students are dismissed at the end of the school calendar year. Five (5) additional paid work days shall be allotted to be used before students report or after students are dismissed at the end of the school calendar year. Scheduling of these five (5) additional days must have prior approval of the building principal and must be submitted to the Personnel/Human Resources and Employee Relations Department prior to June 30<sup>th</sup>.

### **Section 6.03 Educational Assistants**

The normal working day for the Educational Assistants shall be 6 3/4 or 3 1/2 working hours per day, five (5) days per week, depending on the assignment. Educational Assistants will report to the Building Principal to whom they have been assigned on the first day all teaching staff is to report in accordance with the school calendar with the Friday before Labor Day off. The work year shall end at the end of the last student day.

### **Section 6.04 Lunch Period**

A non-paid duty free lunch period of not less than thirty (30) minutes shall be provided. The scheduling of the lunch period may be adjusted for the convenience of the building.

### **Section 6.05 Work Beyond Contract Year**

Extra days or hours authorized before or after a regular assignment will be paid at the regular hourly rate of pay.

## **ARTICLE VII**

### **WORK LOADS AND ASSIGNMENTS**

#### **Section 7.01 Area of Work**

Efficient school administration is promoted when members of the Unit are working within their area of competence, without excessive or overburdening demands.

Annually, upon the request of the Association, the Director of Personnel/Human Resources and Employee Relations shall meet the Association on or before the 10th student day of the school year to review secretarial staffing in relationship to student enrollment and other building needs as appropriate. As part of the review, a building visit may be necessary to properly evaluate the above criteria.

Any staffing inequities, mutually identified by the Director of Personnel/Human Resources and Employee Relations and the Association in the review shall be corrected within 30 days, or at a time mutually agreed upon by the parties.

#### **Section 7.015 Special Education Assignments**

1) Bargaining unit members hired after January 1, 2001 in the area of Special Education will be restricted to positions only in the Special Education program for a period of three (3) years. Members committed to this program will receive sixteen (16) hours of training per year. Failure to provide the training releases the member from this Special Education commitment. Current members will have the option of choosing this three-year commitment and training.

#### **Section 7.02 Emergency Duties**

Except in an emergency, a supervisor shall not ask Bargaining Unit members to assume the duties of a classroom teacher, a custodian, or a playground supervisor.

#### **Section 7.03 AM/PM Breaks**

The work day shall include a relief period of 15 minutes in the morning and 15 minutes in the afternoon to be used on a daily basis and cannot be accumulated.

#### **Section 7.04 Dispensing Medication**

1) Bargaining unit members will not be required to administer more than emergency First Aid. However, the District shall provide American Red Cross training for First

Aid and CPR certification and re-certification to any Unit Member requesting such training and willing to be designated as "Emergency First Aid Trained" in said individual's assigned building. Administration may schedule such training either during or outside the employee's assigned hours of work. However, all training outside the employee's assigned hours of work shall be additional paid time in accordance with the compensation requirements contained in Article V of this Agreement.

- 2) The District shall have the option of requiring any or all Bargaining Unit employees hired after November 1, 1997 to obtain and maintain American Red Cross First Aid and CPR certification as a condition of employment. Such certification and re-certification shall be provided pursuant to paragraph (1) above.
- 3) Bargaining Unit members, in addition to providing emergency First Aid, may be designated by the building administrator to administer prescribed oral medication to students. The administering of prescribed medications, other than oral medications, may be declined by a Bargaining Unit member. However, the parties acknowledge that some prescribed medications, oral and otherwise, may be of an emergency nature (i.e. "epi-pens") and as such would be required pursuant to paragraph (1) above.
- 4) The Board and the Association will review the needs of Association members who are required to administer medication, and provide reasonable and appropriate training, equipment, and related materials to insure safe and efficient medication procedures.
- 5) Hepatitis B vaccinations shall be provided for those Bargaining Unit members who are required by statute to be offered them or to those members who are designated as "Emergency First Aid Trained" in paragraph (1) above.
- 6) Bargaining Unit members in classroom buildings who obtain and continue to hold current Red Cross certification in First Aid and CPR, and who agree to be designated as "Emergency First Aid Trained," shall be compensated as set forth in Appendix A.

## **ARTICLE VIII**

### **SENIORITY**

#### **Section 8.01 Employee Category**

The employer and the Association recognize four (4) employee categories. The categories are:

- 1) Full-time: An employee who is employed thirty (30) hours or more per week.
- 2) Part Time: An employee who is employed less than thirty (30) hours per week.

- 3) Probationary: A newly hired employee who is employed to fill a full or part time position for a trial period of sixty-five (65) work days.
- 4) Substitute (for purposes of definition only): An employee who is employed from outside the Unit to fill a full or part time position on a per diem basis.

### **Section 8.02 New/Probationary Employees**

New employees will be probationary employees until they have been employed and worked sixty-five (65) work days. The probationary period will start on the date the employee first reports for work. Not more than six (6) days of work day absences for any reason shall be credited for the purpose of computing the probationary period referred to above. During this probationary period, said employee may be transferred, laid off or terminated at the sole discretion of Administration. Probationary employees shall not have the right to bid any vacancy. Upon successful completion of the probationary period, a seniority date shall be established as of their first day worked.

### **Section 8.03 Seniority Determination**

Seniority is defined as the length of regular service within the District as an employee under contract in this Unit. If two (2) or more new members begin new employment on the same date, their seniority order shall be determined by the earliest birth date.

### **Section 8.04 Publishing Dates**

One district-wide seniority list of the Unit members shall be maintained as well as separate seniority lists for specific summer programs as defined in Section 23.01. A copy of the seniority list shall be furnished the Association as it exists on October 1st and April 1st. Whenever there is a lay-off or recall, the Association officers shall meet with Management to determine the correctness of the seniority list to be utilized. Prior to publication of any seniority list, necessary adjustments to seniority and longevity dates will be made.

### **Section 8.05 Loss of Seniority**

Seniority shall be lost for one of the following reasons only:

- 1) The employee retires or resigns
- 2) The employee is discharged for just cause
- 3) The laid off employee is not re-employed within eighteen (18) months
- 4) The employee fails to report for three (3) consecutive days without, by the end of the third day, notifying her/his supervisor of a reasonable excuse for such absence.

### **Section 8.06 Service to School 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 this 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 the displacement procedure contained in Article IX of the Master Agreement.

### **Section 8.07 Part Time Seniority Computation**

Any employee hired after August 15, 1981 to a position working 3 1/4 hours per day or less shall earn seniority and longevity credits on the following basis:

2 years service = 1 year of credit

## **ARTICLE IX**

### **DISPLACEMENT PROCEDURE**

#### **Section 9.01**

In the following instances, an employee is considered displaced: A position is eliminated but the employee is not laid off; an employee returns from leave or is recalled from layoff to a different classification or work year. In clarification, BCESP members who are displaced pursuant to the definition set forth in this Section 9.01 and have not been placed into a position within the same classification and work year (Section 9.03) will select position(s) during the job bid process according to their seniority. There will not be any "super-seniority" utilized due to the status of being displaced.

#### **Section 9.02**

No new employee may be hired to fill a vacancy when a displaced employee meets the minimum skill requirements specified in the job description and accepts the position.

#### **Section 9.03**

A displaced employee holding a non-interview position and who meets the minimum skill requirements in the job description shall be placed in the first vacant position in the same job classification and same work year. If no such position exists or if the displaced employee holds an interview position, the employee may elect placement as provided in Section 9.04 or 9.05 below.

#### **Section 9.04 Unassigned**

The Board shall provide the employee whose position is eliminated the opportunity to work in a position of "unassigned" for no more than an eighteen (18) month period.



Also eligible for such a position will be employees who have notified the Board that they wish to return to work upon expiration of leave but for whom no vacancy exists. There shall be one (1) "unassigned" position created for each such employee. Such position(s) shall include all rights under this Agreement.

### **Section 9.05 Unassigned Rate of Pay**

The rate of pay shall continue at the classification of the employee prior to placement as "unassigned." At the end of eighteen (18) months the employee may either:

- 1) Accept a vacant position in a lower classification with the same or different work year at their current rate of pay, which will be frozen until such time as the present position's rate of pay catches up
2. Apply for an unpaid leave of absence, if eligible, or
3. Be treated as a voluntary termination.

An employee who holds a position of "unassigned" must apply and interview for all positions within their same classification and work year.

### **Section 9.06**

A displaced employee shall retain all contractual rights to apply for vacant positions. A displaced employee holding a non-interview position must accept the first vacant position in their original classification and work year or they will no longer be considered displaced.

If a discontinued position is reinstated within two (2) years following its discontinuance, the employee previously holding such position may apply and shall be given first preference in filling this posted position. After the expiration of this period, the appropriate provisions of the Master Agreement shall prevail.

### **Section 9.07**

If there are two (2) or more employees displaced, return to position shall be offered to the most senior employee first. The phrase "return to position" means return to original classification and original work year.

### **Section 9.08**

Employees are no longer displaced when they: Are selected, placed in or bid a position in the same classification and work year from which displaced; Decline placement to an available position in the same classification and work year from which displaced; Are the successful applicant for a vacant position in any classification and work year.

## ARTICLE X

### **REDUCTION OF STAFF -- RECALL**

#### **Section 10.01 Procedure**

In the event of unforeseen change in student population or other conditions necessitating a reduction of the number of Bargaining Unit members employed by the Board of Education, the following procedure shall be followed:

#### **Section 10.02 Order of Layoff**

Employees with the least amount of service according to the seniority list as established in Article VIII, "Seniority", shall be laid off first. If there are no vacancies, the number of lay-offs shall equal the number of Bargaining Unit positions reduced. The filling of the resulting vacancies shall then be governed by Article IX, Displacement Procedure unless otherwise agreed to by both parties.

The Administration shall mail Bargaining Unit vacancy postings to laid-off Bargaining Unit members at the same time such postings are sent to other Bargaining Unit members.

#### **Section 10.03 Association Participation**

Association representatives will serve as observers in both the layoff and the rehiring process and in the determination of transfers and assignments that may result from such lay-offs or rehires.

#### **Section 10.04 Substitution During Layoff**

During the period of reduction, all temporary and substitute positions shall be filled by Unit members laid off or on a leave of absence under Section 20.08 before new personnel are employed.

#### **Section 10.05 Order of Recall**

When there is a vacancy or an increase in the Unit positions following a layoff, the laid-off employee with the most amount of service according to the seniority list shall be the first to be offered re-employment subject to Section 10.02. Such recalled employee must have the necessary qualifications for the position to which she/he is recalled.

#### **Section 10.06 Layoff Seniority Rights/Benefits**

Employees laid off shall not have their length of service broken and shall accumulate seniority subject to Section 8.03, other benefits shall be frozen for their use upon return, subject to the provisions of the Master Agreement in force at the time of their return. If a laid-off employee who is employed by another School District in a similar position as

she/he held with the Bay City School District returns to the Bay City School District, she/he shall accumulate experience and advance on the salary schedule accordingly. Subject to Section 10.07, if an employee fails to sign a contract for the position to which she/he is recalled, within fifteen (15) days from the date the same is received by certified or registered mail, or other method of confirmed delivery (i.e., UPS, FedEx, etc.), her/his seniority and all other benefits with the District shall terminate.

### **Section 10.07**

In the event that a laid-off employee is employed by another School District, she/he shall be allowed to complete her/his contractual obligation for the current semester in that district before returning to Bay City and shall suffer no penalty.

### **Section 10.08 Leave of Absence Option**

An employee may be granted a voluntary leave of absence under the provisions of Article XX so as to reduce the number of layoffs.

### **Section 10.09 Notification Timelines**

The notice given pursuant to this Article must be accorded an employee at least thirty (30) calendar days before the date the employee is laid off. In the event the revenue from either State or Federal sources is reduced or terminated during the budget year, the Association President and P.N. Chairperson shall be immediately notified and the required notice must be given at least thirty (30) calendar days before the date the employee is laid off.

## **ARTICLE XI**

### **TRANSFERS**

#### **Section 11.01 Voluntary Transfers**

Any Bargaining Unit member seeking consideration for employment in another position or another Bargaining Unit may present her/his request to the Director of Personnel/Human Resources and Employee Relations in writing. Personal conferences will be arranged and information will remain confidential.

Since Unit transfers are disruptive, the parties agree that transfers are to be minimized and avoided whenever possible. After it is determined that said employee chooses to be moved because of a personal problem, she/he shall bid for a posted position or "other" when her/his current position is posted.

#### **Section 11.02 Temporary Transfer**

When a Unit member possesses a skill or knowledge of a position other than her/his own, the Unit member may be temporarily transferred with employee's consent by the

Personnel/Human Resources and Employee Relations office to a short time need position.

### **Section 11.03 Involuntary Transfer**

The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible and shall take place only when regular procedures cannot resolve the situation.

Any proposed involuntary transfer for a reasonable or just cause, shall be discussed and agreed upon with the Association prior to its implementation.

At least ten (10) working days prior to the actual transfer, the affected employee and the Association will be notified, in writing, of the effective date of transfer.

## **ARTICLE XII**

### **JOB CLASSIFICATION AND DESCRIPTIONS**

#### **Section 12.01 Job Descriptions**

The Association and Management shall negotiate rates for any current or newly created classification or positions.

A job description shall stipulate:

- A) Minimum qualifications.
- B) Overview of the general duties for a given position.

The District shall request the assistance of the Association in the creation or modification of the general duties of a position. For newly created positions and/or classifications, Management shall provide the Association with the original draft and within ten (10) days from the Association's receipt of the original draft, the parties shall meet to discuss said draft. For modifications of existing classifications and/or positions, Management shall provide the Association with the original draft and within fifteen (15) days from its submission to the Association, the parties shall schedule a meeting to discuss said draft. Following the discussion and any modification of the job duties, Management shall provide the Association with the final draft.

#### **Section 12.02**

A. The Board and the Association agree that positions should be appropriately classified for purpose of compensation. Both parties further recognize that, because duties and responsibilities within an assignment are frequently changed, the Association may call the Board's attention to a particular position where inequities appear to exist. When it is apparent that the duties and responsibilities required of

a position are substantially similar to the duties in a higher classification, said position is subject to the review process.

Review and reclassification meetings shall be held monthly. Within thirty (30) days the final determination of the reviewed positions will be made and the affected employee shall be notified of that decision within five (5) days following the determination.

B. Should a reduction in classification occur, the Board shall provide evidence to the Association demonstrating the propriety of this action. Any employee holding such a position shall be allowed to maintain that job. The employee shall be paid the higher rate of pay for a period of one (1) year unless said employee chooses to bid out of that position.

## **ARTICLE XIII**

### **JOB DESCRIPTION/EVALUATIONS**

#### **Section 13.01**

Unit members shall be evaluated annually before the end of the school year by her/his immediate supervisor. However, Unit members may receive subsequent evaluations to monitor the progress of the "Plan for Development" during the evaluation year if such a plan is provided by the evaluator.

#### **Section 13.02**

In the event the Board deems it necessary to revise or update job descriptions (consistent with Section 12.01), the evaluation form, or evaluation process, the changes shall be formed in consultation with the PRC Committee.

Administration shall develop all evaluation forms, processes and tests, with reasonable notice to and consent from the Association. The Administration shall distribute the evaluation forms and any revisions thereof to all Unit members.

## **ARTICLE XIV**

### **UPGRADING**

#### **Section 14.01**

The Board of Education shall have the right to test any current employee within said Unit who wishes to upgrade her/his status (i.e., from Grade 12 to Grade 13).

The issue of testing shall be resolved by a general statement that the Board will not test "within" a stated classification in a lateral transfer situation. However, if an employee is applying for a "key" position, as defined below, the Board would have the right to test the employee if the record shows no testing data on file. It is expressly understood,

however, that the Board shall not have the right to test the employee if her/his application is the result of an involuntary transfer to a position in the same classification or to a classification which requires less qualification.

"Key" secretaries referred to in the preceding paragraph are listed below:

### CLASSIFICATIONS

Executive Specialists  
Executive Assistants  
Administrative Assistants  
Office Specialists

### **Section 14.02**

A reclassification is a change in a Bargaining Unit member's current grade level.

A job classification review for possible reclassification is initiated by a Bargaining Unit member. Requests for a reclassification may only be made by a Bargaining Unit member who has worked in their current position for a period of time equivalent to one work year (i.e. 10 month or 12 month).

### **Section 14.03**

By way of reference, the Office Support/Education Assistants job classification plan adopted by the Board of Education and ratified by the bargaining unit shall form a basis for the review of job classifications and requests for reclassifications.

### **Section 14.04**

A Job Classification Committee ("Committee") is established to address requests for job reclassification. The Committee shall consist of 3 Bargaining Unit members and 3 District representatives. At least one bargaining unit member of the Committee shall serve as member of the Job Description Committee as set forth in Article XII. The Job Classification Committee shall establish a bi-annual meeting schedule; one meeting per semester."

### **Section 14.05**

In order to facilitate the review process, the Bargaining Unit member shall complete a position analysis questionnaire as provided by the District. The questionnaire shall be accompanied by a written statement setting forth the duties which have changed since the last job reclassification or the date of the plan referred to in Section 14.03. Such statement and the questionnaire shall be submitted to the Director of Personnel/Human Resources and Employee Relations and copied to the Bargaining Unit president fifteen (15) days prior to the scheduled Job Classification Committee meeting.

#### **Section 14.06**

The Director of Personnel/Human Resources and Employee Relations shall forward the questionnaire to the committee within 5 days of its receipt. The committee shall be responsible for investigating the request including, at a minimum, an interview with the applicant and their immediate supervisor. Upon completion of the investigation and the Job Classification committee meeting, the Committee shall forward its recommendation to the Director of Personnel/Human Resources and Employee Relations, such recommendation to reflect the support of a majority of the Committee. The Committee shall submit its recommendation within 10 days of the Job Classification Committee meeting.

#### **Section 14.07**

The Director of Personnel/Human Resources and Employee Relations shall, within 10 days from the receipt of the recommendation, accept the recommendation, request additional information, or reject the recommendation. In the event of a request for additional information, the Committee shall have 10 days to respond to such requests.

#### **Section 14.08**

In the event the recommendation for reclassification is rejected, the Director of Personnel/Human Resources and Employee Relations shall provide a written statement to the Committee within 10 days as to the basis for such decision. Such decision is subject to the Grievance procedure as set forth in Article XIX.

#### **Section 14.09**

In the event the recommendation for reclassification is accepted, the Bargaining Unit member's grade level change shall be effective on the date such application is received by the Director of Personnel/Human Resources and Employee Relations and a revised job description shall be submitted to the Job Description Committee.

#### **Section 14.10**

In the event a reduction in classification occurs as a result of a modified job description, the Board shall provide evidence to the Association within 10 days demonstrating the propriety of this action, including use of the position analysis questionnaire format to reflect the changed duties of the position. Any employee holding such a position shall be considered displaced and the procedure outline in Article IX will control.

#### **Section 14.11**

For purposes of this Article, all "days" referred to are business days.

## **ARTICLE XV**

### **VACANCIES**

#### **Section 15.01**

A vacancy is a newly created position, an additional position, or a position from which a Bargaining Unit member has retired, died, bid out, been laid off, or taken a leave of absence which does not guarantee a return to position.

A non-association employee temporarily assigned to an interview position shall not have the right to interview for said position when that interview position becomes vacant. If no Association member interviews for the vacancy, then the non-association employee may interview for the vacancy.

If a posted position remains unfilled for a period of 60 (sixty) calendar days after the posting date and a non-association employee is filling the position, beginning with the sixty-first (61st) day, the Board shall pay to the B.C.E.S.P. Association in-service account an amount equal to the number of hours times the substitute hourly rate for each day the non-association employee continues to fill the position. In order to effect this paragraph, no sooner than the fortieth (40th) calendar day following the posting date and no later than the fiftieth (50) calendar day following the posting date, the Association must provide written notice to the Director of Personnel/Human Resources and Employee Relations that the position remains unfilled.

If a posted position is eliminated before being filled but is later reinstated, that position shall be reposted.

#### **Section 15.02**

Whenever any Unit vacancy occurs in an interview position, it shall be posted within fifteen (15) working days. Each bargaining unit member shall be notified in writing of the vacancy. Written notification shall be done by interschool mail during the school year and by U.S. mail during any period when school is not in session or when the bargaining unit member is on leave or laid off. The vacancy will also be posted electronically on any District-based communication website established. It is the bargaining unit member's responsibility to notify the District of any change of address or summer address information. This will be considered as the complete process and satisfies the District's obligation to notify bargaining unit members.

#### **Section 15.03**

A vacancy shall be staffed by a current employee, whenever possible, who applies for and meets the qualifications for the position. Administration shall consider current employee's qualifications including, but not limited to, training, extent of experience, and demonstrated ability.



If, after due consideration of the above, Administration feels it is necessary to interview candidates from outside of the Bargaining Unit in order to fill a vacancy, the Director of Personnel/Human Resources and Employee Relations shall provide notice of such intent at least 3 working days prior to undertaking such outside interviews. Upon request of the Bargaining Unit, the Director of Human Resources shall meet with the Bargaining Unit's personnel relations committee to discuss the reason for the decision and allow an opportunity for input and discussion. Any specific information pertaining to an individual Bargaining Unit member's application shall only be shared upon receipt of a signed release from such individual.

#### **Section 15.04**

The Association shall be notified of any temporary position in the bargaining unit prior to its being filled.

#### **Section 15.05**

No temporary position may be established that will exceed thirty (30) working days unless the Association and Management agree.

#### **Section 15.06**

If 50% or more of a 1.0 position is changed or if a part-time position is increased, the resulting position shall be a vacancy and shall be posted. A position which is reduced (e.g. 1.0 to 0.5; 52 weeks to less than 52 weeks) is not a vacancy.

#### **Section 15.07 Orientation**

A newly hired employee or a Unit Member who transfers or is transferred to a new position shall be provided with a minimum of eight (8) hours of orientation prior to assuming independent responsibility of the assignment, if said employee submits a specific request in writing to the Director of Personnel/Human Resources.

If said employee believes additional orientation is required, a written request can be made to the building supervisor for additional hours of orientation of a reasonable duration. Such request shall be in writing and shall identify the areas of responsibility for which additional orientation is requested.

## ARTICLE XVI

### BID PROCEDURES

#### Section 16.01 Job Posting Chronology

- 1) Identify the vacancy.
- 2) Vacancies (other than those identified as "interview positions") shall be filled at the bid dates as set forth in this section.
- 3) The bid dates for staffing of posted vacancies shall be the first Thursday of August each year.
- 4) Positions vacant prior to any bid date shall be available for staff to bid on. The District shall provide the Bargaining Unit members with a list of vacancies not less than ten (10) work days prior to the scheduled bid date. Any vacancies occurring after such list is distributed shall be posted at the start of the bid.
- 5) The bid process shall proceed pursuant to the following procedures:
  - a. Phase One: All members shall have rights to, and shall remain in, their current assignment if available.
  - b. Phase Two: Positions open, as reflected in the vacancy list and as posted on the date of the bid, will be selected by Bargaining Unit members by seniority and qualifications.
  - c. Phase Three: Remaining openings after Phase Two shall be selected by Bargaining Unit members by seniority and qualifications.
  - d. Phase Outs: Openings remaining after Phase Three shall be selected by seniority and qualifications. This phase out shall be repeated until no Unit Member wishes to select an opening.
- 6) In Phases Two, Three and Outs, a Bargaining Unit member must be qualified for position selected.
- 7) There can be no trading of positions by membership.
- 8) Positions will be listed by classification, grade, and by building. Positions that are listed may not be modified by the selecting Unit member.
- 9) If a member cannot be present, on a scheduled bid date, a written proxy may be submitted to the Director of Personnel/Human Resources and Employee Relations five (5) work days before the bid date.

**Section 16.02**

The "posting" letter to all members shall include, but not be limited to, the following information:

- 1) Classification/Job Title
- 2) Building/Immediate Supervisor
- 3) Requirements and qualifications for the position
- 4) Hours per day
- 5) Starting time
- 6) Interview or non-interview positions

**Section 16.03 Visit Job Site**

During any posting period, regular or other, employees interested in any announced vacancy are encouraged to visit the work site to discuss the particulars of the job with the administrator prior to submitting their bid.

**Section 16.04**

Vacancies are of two varieties:

1) Interview Positions:

All of the following positions shall be filled via the interview process.

Executive Specialist.....	Grade 15
Executive Assistant.....	Grade 14
Administrative Assistant.....	Grade 13
Office Specialist.....	Grade 12
Office Associate -Switchboard/Receptionist - Adm. Bldg.	Grade 11

2) Non-Interview Positions:

Non-Interview positions shall be filled via qualifications and seniority.

**Section 16.05**

Candidate selection for interview positions shall be based upon skill, competence, qualifications, background, length of service, and other relevant factors, and no single factor shall be considered solely prime.

For vacancies requiring an interview, the administrator shall be involved in the interview process. The administrator shall be allowed to have input in the selection of that Unit member who is qualified to perform the duties. From the interviews, the administrator shall recommend to the Personnel/Human Resources and Employee Relations office those candidates most qualified and acceptable who can best fulfill the position as stated in the specific Job Description and areas of responsibilities as outlined by the interviewing

administrator. Final placement shall be made by the Personnel/Human Resources and Employee Relations office.

**Section 16.06**

Once a vacancy has been filled, a letter of award will be sent to the individual listing the specifics of the job with copies being sent to the Unit president. This notification will be no later than fifteen (15) working days from date of hire or transfer. The award letter shall contain: 1) Classification; 2) Job Title; 3) Step; 4) Building; 5) Immediate Supervisor; 6) Number of months; 7) Hours per day; and 8) Rate of pay.

**Section 16.07**

Vacant position identified as "interview" positions shall be filled at the discretion of the District. Any such vacancy shall be posted to the Bargaining Unit members for a period of not less than five (5) work days unless otherwise agreed to by both parties. Following the close of the posting, the District may schedule interviews and award the position accordingly.

Any vacancy resulting from the awarding of an interview position to a Unit member shall be filled pursuant to procedures contained in this section for interview and non-interview positions. To the extent possible within the timelines provided, any vacant interview positions shall be filled prior to a scheduled bid date to provide that all vacant positions are available for bid.

**Section 16.08**

A Unit member who resigns from a position shall not be allowed to bid for that same position on the resultant posting.

**ARTICLE XVII**

**PROTECTION OF THE BARGAINING UNIT MEMBERS**

**Section 17.01**

The Board recognizes its responsibility to give all reasonable support and assistance to members of the Unit with respect to an emergency situation which involves discipline, first-aid, etc. The Board shall receive and consider any duly alleged grievance concerning insufficient administrative backing and support of the employee. The Board recognizes that it is not feasible for office support personnel to assume the responsibility for instruction. Educational Assistants do not present initial instruction, but only reinforce instruction presented by the classroom teacher.

### **Section 17.02**

Any case of assault upon a member of the Unit shall be promptly reported to the principal or the designated representative. If the bargaining unit member acted within Board policies and the law, the Board will provide (Board selected) legal counsel, at no expense to the employee, to advise the employee of her/his rights and obligations with respect to such assault, and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

### **Section 17.03**

If any legal action is brought against a member of the Unit by reason of any appropriate school involvement, the Board will provide such legal counsel and all necessary assistance to the employee in her/his defense as is permitted under the Michigan School Code, unless it is determined that the bargaining unit member has acted in a grossly negligent manner, or inconsistent with Board policies or the law.

### **Section 17.04**

Serious complaints directed toward a member of the Unit shall be promptly called to the employee's attention by her/his immediate supervisor.

### **Section 17.05**

Members of the Unit shall be expected to exercise reasonable care with respect to safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

## **ARTICLE XVIII**

### **DISCIPLINE**

#### **Section 18.01**

No Unit member shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or professional advantage, discharges or other actions of a disciplinary nature) without just cause. Discipline of personnel under the provisions of this Agreement will be conducted in accordance with the basic concepts of due process. Any such discipline shall be subject to the grievance procedure. A copy of the written disciplinary action given the Unit member will be given the Unit President and the P.N. Chairperson. Any complaint made against a Unit member shall be promptly called to her/his attention and a corrective procedure given her/him.

### **Section 18.02**

A Unit member shall be entitled to have an Association representative present during any disciplinary action.

### **Section 18.03**

All disciplinary action shall be placed in the Unit member's personnel file.

- 1) Each employee shall have the right to review, upon request, the contents of her/his own personnel file, excluding pre-employment data. Each employee may have a representative of the Association accompany her/him in such review. The review will be made in the presence of the Administrator responsible for the safekeeping of such file.
- 2) Each employee shall have the right to submit a written notation regarding any material in the personnel file and have it attached to the material.
- 3) The signature of an employee upon any material placed in her/his personnel file merely indicates her/his awareness of the material placed in her/his file.
- 4) The placement of any adverse material in any personnel file, or its contents, is subject to the grievance procedure according to the rules of the Master Agreement.

### **Section 18.04**

Records beyond a period of two (2) years from the date on which the infraction occurred shall be removed from the employee's personnel files. Discipline that is "unprofessional conduct" as defined by MCL380-1230b shall be exempt from this provision.

## **ARTICLE XIX**

### **GRIEVANCE PROCEDURE**

#### **Section 19.01 -- Definitions**

A Grievance: A claim based upon an inequitable application of established policy or an alleged violation, misinterpretation or inequitable application of the terms of this Agreement.

A Unit Member: Shall include any individual or group of individuals within the Unit covered by this Agreement.

A Party of Interest: Is the person/persons, or the Association making the claim and any person who might take action or against whom action might be taken in order to resolve the grievance.

Days: When used in this Article shall mean working days, except where otherwise indicated.

Grievance Committee: Is a group to whom the aggrieved member turns before a formal grievance may be filed. This committee shall be made up according to the Association by-laws. In the event any member of said committee is a party of interest to any grievance brought, she/he shall disqualify herself/himself and shall be replaced by the Association. The primary purpose of this procedure is to secure at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at the level of such procedure. Nothing contained herein shall be construed as limiting the right of any Unit member having a grievance to discuss the matter informally with any appropriate member of administration, and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment.

Administrative Representative: Shall be the Building Principal or Immediate Supervisor when the particular grievance arises in one building. The Superintendent shall designate the Administrative Representative when the particular grievance arises in more than one building.

Association Representative: May be a member of the Association or a friend where confidential treatment of the complaint will be maintained.

Adjustment of the Grievance: In the case of an Association grievance dealing with more than three (3) persons, the affected Unit members shall choose up to three (3) representatives from among the parties of interest to attend the grievance hearings.

## **Section 19.02 -- INFORMAL PROCEDURES:**

The number of days indicated in each Level as set forth below is considered to be a maximum and the failure of the employee and/or Association to proceed to the next step of the grievance procedure within the time limits as set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an Administrator, at any step, to communicate her/his decision to the party of interest within the specified time limits shall permit the employee and/or the Association to proceed to the next step. All time limits may be extended by mutual agreement in writing.

Level I: The grievant or representative must file the grievance, in writing, with the Building Principal or Immediate Supervisor within fifteen (15) days of the alleged infraction from the time the grievant had knowledge, or reasonably should have had

knowledge, of the facts giving rise to the grievance. A decision shall be rendered, in writing, within ten (10) days of receipt of same.

If the grievance involves a similar concern in more than one location, it may be filed by the Association at Level II within fifteen (15) days of the alleged infraction from the time the Association had knowledge, or reasonably should have had knowledge, of the facts giving rise to the grievance.

Level II: In the event the disposition is not satisfactory to the grievant and/or the Association, the grievance shall be filed, in writing, with the Director of Personnel/Human Resources and Employee Relations of the decision at Level I.

Within ten (10) days of receipt of the grievance, the Director of Human Resources shall meet with the Association Grievance Chairperson, P.N. Chairperson, the Association President and the grievant or grievants (with a limit of three) in an effort to resolve the grievance. A decision will be rendered by the Director of Personnel/Human Resources and Employee Relations within five (5) days of said meeting. The Association and grievant(s) shall then be furnished a written copy of the decision.

Level III: If the decision reached at Level II is not satisfactory, the Association may, within fifteen (15) days, submit the grievance to the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any issues which have not been set forth by the end of Level II. The arbitrator shall have no power to alter or add to or subtract from the terms of this Agreement. The Arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law which is violative of the terms of this Agreement. An arbitration hearing will be held at which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The cost of the arbitrator shall be borne equally by the School District and the Association.

Arbitration of a grievance arising from the language of this Agreement or an alleged breach thereof will be final and binding, and shall comply with the Michigan Uniform Arbitration Act, PA 71 of 2012.

### **Section 19.03 Miscellaneous**

During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without agreement of all parties.

There shall be no reprisals of any kind by administrative personnel taken against any party in interest of her/his Association Representative, any member of the Grievance Committee, or any other participant in the procedure set forth herein by reason of such participation.



All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Association President so as to facilitate operation of the procedures set forth herein.

If any employee for whom a grievance is sustained shall be found to have been unjustly discharged or disciplined, she/he shall be reinstated and given full reimbursement of all professional compensation and fringe benefits lost and their personnel file cleared if the arbitrator rules that such actions are proper.

If a grievance is filed, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party of interest, the time limits set forth herein shall be reduced so that the grievance procedure may be accelerated. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution under the terms of this Agreement.

Paid, released time with no loss of benefits shall be provided any member of the Bargaining Unit who is called to testify at and/or engaged in any grievance, including arbitration concerning the Bay City School District.

## **ARTICLE XX**

### **LEAVE OF ABSENCE**

#### **Section 20.01**

Leaves of absence with pay chargeable against sick leave allowance shall be applied for, in writing, on forms provided by the office of the Director of Personnel/Human Resources and Employee Relations.

- 1) A maximum of five (5) days per working year for illness in the immediate family living in the same household. A maximum of three (3) days per working year for critical illness in immediate family not living in the same household.

A critical illness shall be defined as a condition requiring hospitalization or ongoing care by or supervised by a healthcare provider (defined in §825.125 of FMLA). For purposes of this section, ongoing 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 may require verification 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 Personnel/Human Resources and Employee Relations.

- 2) Two (2) days per working year for all Bargaining Unit members to conduct personal business which cannot normally be handled outside school hours. A personal day cannot be used the day before or after a holiday or vacation period, the first or last day of the school term, or the first day of hunting or fishing season, except with justification, in writing, to the Director of Personnel/Human Resources and Employee Relations. His/her decision on the justification will be final.

### **Section 20.02**

Leaves of absences 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, children, sister, brother, father-in-law, mother-in-law, grandchildren, grandparents. Up to an additional three (3) days of accumulated sick leave may be granted at the discretion of the employee's immediate supervisor.
- 2) One (1) day for death of a person whose relationship to the employee warrants such attendance, upon approval by the employee's immediate supervisor. Extension may be granted at the discretion of the Director of Personnel/Human Resources.
- 3) Jury Service - When paid for jury duty, the Unit member shall keep the check issued by the Court and will be paid the difference between jury pay and the employee's regular daily rate, exclusive of overtime.
- 4) Court appearance as a witness in any case connected with the employee's employment or the school or whenever the employee is required to attend any proceeding.
- 5) One (1) day to take the selective service physical examination.
- 6) A maximum of three (3) days for emergency purposes may be granted by the Director of Personnel/Human Resources and Employee Relations.

### **Section 20.03**

Any employee whose personal illness extends beyond the period compensated under Article XXI shall be granted an unpaid leave up to seven years. Such leave may be extended for one additional year in exceptional circumstances. This employee shall return with all seniority enjoyed at the time the leave was granted and shall be assigned to the appropriate step on the salary schedule.

#### **Section 20.04**

Bargaining Unit members shall be granted no more than five (5) dock days every three (3) years (i.e. March 24, 1996 - March 24, 1999). The dock days shall be granted contingent upon the exhaustion of all applicable paid absence days (e.g. vacation, personal) provided for in the Master Agreement; and

Additional dock days beyond above may be granted at the discretion of the Director of Personnel/Human Resources and Employee Relations for a) emergency circumstances beyond the paid leaves of absence provided for in the Master Agreement or b) for extraordinary opportunities.

The decision of the Administration denying any additional dock days shall not be subject to the grievance procedure.

#### **Section 20.05**

Upon application, leave of absence without pay 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 that employee had that employee remained in active service with the school system, provided, however, that such employee shall make written application for re-employment within ninety (90) days after discharge from the Peace Corps. Such employee shall return with seniority and sick leave accumulations enjoyed at the time leave is granted.

#### **Section 20.06**

Employees covered by this Agreement who are officers of the National, State, or Local Association or who are appointed to its staff shall, upon written application, be given a leave of absence for one (1) year without pay for the purpose of performing duties of said Association. Extension may be granted by the Director of Personnel/Human Resources and Employee Relations. Upon return, they shall receive credit toward annual salary increment on the schedule appropriate to their rank and shall accumulate seniority. Sick leave accumulation enjoyed at the time the leave is granted shall be retained.

#### **Section 20.07**

A member of the Bargaining Unit may apply and be granted an unpaid health leave up to one (1) year when that employee's health or the health of a member of the immediate family (which shall be interpreted as father, mother, husband, wife, child, sister, brother, father-in-law, mother-in-law, or dependent of the immediate household residence) warrants it. At the end of said leave, the employee must either return or resign, in writing, unless a special extension, in writing, is granted by the Director of Personnel/Human Resources and Employee Relations. Such employee shall return with all seniority and sick leave accumulation enjoyed at the time the leave was granted.

### **Section 20.08**

A member of the Bargaining Unit whose position is discontinued may apply for up to one (1) year leave of absence without pay in lieu of accepting another assignment without loss of seniority rights or accumulated sick leave. Any member of the Bargaining Unit taking such a leave must indicate, in writing, their desire to return at least sixty (60) calendar days prior to the termination date of the leave.

### **Section 20.09**

A member of the Bargaining Unit may take a leave of absence without pay at the time of a lay-off in order to reduce the number of employees being laid off without loss of seniority rights or accumulated sick leave. The leave will terminate when employees are recalled according to Section 10.05. This leave may be extended unless all employees have been recalled.

### **Section 20.10**

Professional study - Any member of the Bargaining Unit may be granted an unpaid leave of absence not to exceed one (1) year, upon written application to the Director of Personnel/Human Resources and Employee Relations. This leave may be extended up to two (2) years upon written request and with written approval of the Director of Personnel/Human Resources and Employee Relations. Applications for such leave shall be filed at least sixty (60) calendar days prior to the effective date requested, if at all possible. A member of the Bargaining Unit requesting the leave shall submit an outline of specific plans to the immediate supervisor for consideration in making a recommendation to the Director of Personnel/Human Resources and Employee Relations. Such employee shall return with all seniority and sick leave accumulation enjoyed at the time the leave was granted.

### **Section 20.11**

An employee elected or selected for full-time public office which takes that employee from 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 specified, such leave of absence shall terminate unless it has been renewed for a specific period with the written approval of the Director of Personnel/Human Resources and Employee Relations. Such employee shall return with all seniority and sick leave accumulation enjoyed at the time leave is granted.

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 20.12**

A child rearing leave shall be granted up to one (1) year without pay. Extension shall be granted for each of four (4) succeeding years upon written application to the Director of Personnel/Human Resources and Employee Relations. A member of the Bargaining Unit adopting a child may receive similar leave which shall commence upon entry of an order terminating the right of the natural parents by the probate court. A member of the Bargaining Unit returning from leave provided in this paragraph shall be placed on the appropriate step of the salary schedule from which that employee went on leave and shall return with seniority and sick leave accumulations enjoyed at the time leave is granted. If a Bargaining Unit member wishes an extension or desires to return to work, notice must be received, in writing, by the Director of Personnel/Human Resources and Employee Relations at least sixty (60) calendar days prior to the termination date of leave.

### **Section 20.13**

An unpaid leave of absence for no less than three (3) months and up to one (1) year shall be granted upon application to the Director of Personnel/Human Resources and Employee Relations for any reason important to the Bargaining Unit member. The employee shall return with all seniority and sick leave benefits enjoyed at the time the leave was granted. If a Bargaining Unit member wishes an extension or desires to return to work, notices must be received, in writing, by the Director of Personnel/Human Resources and Employee Relations at least sixty (60) calendar days prior to the termination date of leave. Extensions will be granted at the Director of Personnel/Human Resources and Employee Relations' discretion. This provision may only be utilized once every five (5) years.

### **Section 20.14**

The Board of Education has no obligation to guarantee the return of any Bargaining Unit member to a specific building or previous position at the conclusion of a period of absence exceeding one (1) calendar year. However, for any Bargaining Unit member on Section 20.13 leave of absence, granted after the ratification of this agreement, the Board of Education has no obligation to guarantee the return of the Bargaining Unit member to a specific building or previous position at the conclusion of a period of absence exceeding three (3) calendar months. Job postings will continue to be sent during this period of time. Bargaining Unit members requesting to return to work shall be offered the first position available in compliance with Article XV.

### **Section 20.15**

A "calendar month" ends in the following month on the date prior to date of the previous month regardless of the number of days in the month or months involved. The following are examples of one calendar month.

March 1 - March 31  
April 1 - April 30  
March 11 - April 10  
April 10 - May 9

If two or more calendar months are involved, the same principle applies. For example,

Two calendar months: February 12 - April 11  
Three calendar months: February 12 - May 11

### **Section 20.16**

The above mentioned sections shall only apply to all Bargaining Unit members who have successfully completed their sixty-five (65) days probationary period except for Sections 20.01 and 20.02 which shall be effective immediately.

### **Section 20.17**

Military leaves 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 the same or equivalent position, if available, and shall be given the benefit of any increments and accrued seniority, 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 her/his assignment immediately following such discharge from service and shall return with sick leave accumulations enjoyed at the time leave is granted.

### **Section 20.18**

The parties agree that a Unit member who is employed in a non-Bargaining Unit position by the Bay City Public Schools is not on a leave of absence from the Bay City Public Schools. It is understood that the Unit member's status is governed by Section 8.06 of the Master Agreement.

The parties further agree that a Unit member who is employed in a non-BCESP Association Bargaining Unit position by the Bay City Public Schools and who returns within ninety (90) calendar days shall have the right to return to the same assignment that the Unit member was assigned if the assignment still exists.

## ARTICLE XXI

### **SICK LEAVE AND SICK LEAVE BANK**

#### **Section 21.01**

Primary purpose of the sick leave allowance is to cover the absence of an employee from school because of personal illness, injury, or incapacitation sufficiently severe that it would make her/his presence in school inadvisable. Sick leave applies only to absence caused by illness, injury, or incapacitation of the employee and not absence caused by illness or injury in the immediate family, except as described in Emergency Leave.

#### **Section 21.02**

Sick leave shall accumulate at the rate of six (6) days per semester. Accumulation shall be unlimited for those employed in this bargaining unit prior to September 1, 2018. Accumulated sick leave shall be reported monthly on the payroll forms and will be available in the office of the immediate supervisor. Bargaining unit members hired into this unit on or after September 1, 2018, shall accumulate no more than 125 sick days.

#### **Section 21.025**

A stipend payment of \$100.00 shall be made for each semester to members who have not had more than three (3) days of absence for any reason during the period. Days off due to union business and allotted vacation days including compensatory time do not count as an absence in this regard. Said payment shall be made within thirty (30) days after the end of each semester in a separate check.

The period of start of the regular school year to the end of first semester shall reflect the first day of school for students. The start of the second semester to the end of the regular school year shall reflect the first day of second semester for students and the end of the regular school year shall reflect the last day of school for students.

Should a situation occur that provides more than one student calendar, the union and management agree to discuss the impact pursuant to this section of the master agreement.

Twelve month employees who qualify for the stipend payment during either first or second semester will also receive the Wednesday prior to Thanksgiving for the following school year off work with pay. Should this day already reflect a day off due to working parent-teacher conferences, a floating non-work day will be mutually scheduled between the employee and her/his immediate supervisor on a non-instructional day.

### **Section 21.03**

If there is a question or doubt regarding the illness of an employee the Director of Personnel/Human Resources and Employee Relations 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 and be released by a designated Board of Education physician before being permitted to return to work.

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

### **Section 21.04**

Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law, shall receive from the Board the difference between the allowance under the Workers' Compensation Law and her/his 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 is still disabled by compensable illness, she/he will continue receiving Workers' Compensation insurance only for the duration of the disability. FMLA leave shall run concurrently with Worker's Compensation leave.

### **Section 21.05**

To afford the maximum protection against a prolonged (ten or more calendar days) illness, the following Sick Leave Bank was established for all employees of the District, and each employee covered by this Agreement shall participate as follows:

- 1) On September 6, 1966, each employee contributed one (1) day of her/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 her/his first sick leave allowance.
- 2) When the Sick Leave Bank falls below 1,500 days; the Board shall contribute on behalf of the bargaining unit members a maximum of two sick leave days annually if needed to increase the Sick Leave Bank days to a minimum of two thousand (2,000) days. If more than two days are needed in any school year to meet the minimum requirements of the sick bank the number of sick leave days assessed each employee shall be the same.
- 3) Additions to the Bank may be made as required at the beginning of each semester according to the above limitations.



- 4) Upon depletion of a member's own accumulated sick leave, she/he must wait an additional fifteen (15) calendar days before drawing from the Bank. Work days in the fifteen (15) day period shall be paid retroactively when a grant has been authorized by the Appeal Board.
- 5) Any employee on sick leave may apply to participate in the Sick Leave Bank by filing an application in the Benefit's Office.
- 6) A maximum of 180 days may be granted per appeal from the Bank.
- 7) Upon recommendation of the Appeal Board, additional days may be granted at the discretion of the Superintendent and the Appeal Board.
- 8) Persons withdrawing sick leave days from the Bank will not have to replace these days except as a regular contributing member to the Bank.
- 9) 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.
- 10) The Appeal Board may grant or suspend sick days from the Bank. Their judgment and/or decision will be final.
- 11) The Sick Leave Appeal Board shall consist of the four (4) elected BCEA officers and chairperson of the appropriate committee of the Bay City Education Association, the President of the Bay City Public Schools Education Support Personnel Association, or her/his designated representative, the presidents/designees of the other participating non-teaching associations, and the Superintendent or her/his designated representative.
- 12) No employee will be credited with sick leave allowance while drawing from her/his own accumulated sick leave or the Sick Leave Bank until she/he has reported back to work.
- 13) Any Bargaining Unit member who does not have twenty (20) or more accumulated sick days at the beginning of her/his illness, injury, or incapacitation shall not be eligible to receive sick days from the Bank for five (5) working days.

Any Bargaining Unit member who is ineligible for the said five (5) working days shall still be eligible for the 180 day maximum in (6) above.

Holiday pay and days off with pay shall be paid if such days fall within the said five (5) working days without pay. However, the Bargaining Unit member shall still be subject to five (5) working days without pay.

## ARTICLE XXII

### VACATIONS AND HOLIDAYS

#### Section 22.01

Vacations are earned and taken in the same fiscal year July 1 through June 30.

#### Section 22.02

Vacations will be granted to 52 week employees as follows:

- 1) After six (6) months of service to the Bay City School District, the employee will have one (1) day per month until June 30 at current rate of pay, excluding overtime.
- 2) After one (1) year of service to the Bay City School District ending on June 30, which is determined by adding one (1) year to the longevity date year, thirteen (13) days paid vacation at current rate of pay, excluding overtime.
- 3) 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-one (21) days paid vacation at current rate of pay, excluding overtime. Beginning July 1, 2017, the maximum paid vacation days shall increase one (1) additional vacation day per year until employees reach a maximum of twenty-five (25) paid vacation days.
- 4) All vacation time must be used during the year granted and cannot be carried over into the succeeding year unless granted by special written permission of the Director of Personnel/Human Resources and Employee Relations. This decision is final.
- 5) Vacations may be split into one or more weeks, or one day at a time, and at a time chosen by the employee, providing that such scheduling does not interfere with the operation of the department concerned.
- 6) When a holiday is observed during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

### **Section 22.03**

Vacation will be granted to less than 52 week employees as follows:

- 1) After one (1) semester, or five (5) months of service in the Bay City School District five (5) days paid vacation at current rate of pay, excluding overtime. If the balance of the school year is less than one (1) semester or five (5) months, the vacation days will be pro-rated. The vacation days will be added to the first permanent contract.
- 2) After the first school year in the Bay City School District, eleven (11) days paid vacation at current rate of pay, excluding overtime. Educational secretaries in buildings with administrators with dual responsibilities, thirteen (13) days paid vacation at the current rate of pay, excluding overtime.
- 3) 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 fourteen (14) days of paid vacation at current rate of pay, excluding overtime. Administrative Assistants in buildings with administrators with dual responsibilities, a maximum of sixteen (16) days of paid vacation.
- 4) Vacation periods will correspond with vacation periods set in the school calendar whenever possible. Any additional vacation days beyond the school calendar may be taken as days off with pay, if approved per paragraph 4C below. Should allotted vacation days not be paid out prior to the end of the school year, said days shall be paid for at the regular daily rate of pay, exclusive of overtime, on or before June 30th.

Paid vacation days shall correspond with the Winter and Spring Recesses. Additional days available beyond the Winter and Spring Recesses will be paid at the end of the school calendar, except as provided for below.

A. For Educational Assistants only, additional vacation days beyond the school calendar may be taken as days off with pay if

- 1) no substitute is required, and
- 2) if the respective building administrator grants approval.

B. At their option, Administrative Assistants in buildings with Administrators with dual responsibilities are entitled to take one paid vacation day at any time during each semester.

C. The utilization of additional paid vacation days available beyond the Winter and Spring Recesses may be granted by the Director of Personnel/Human Resources and Employee Relations.

#### **Section 22.04**

Paid holidays shall be: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, July Fourth will be paid if employed that week. If Christmas and New Year's Day occur on Saturday, the Friday before shall be observed as the paid holiday; if they occur on Sunday, the Monday after shall be observed as the paid holiday.

The following days shall be days with pay, but not worked: Good Friday; Friday following Thanksgiving Day; the Monday before a July Fourth Tuesday or Friday after a July Fourth Thursday if employed that week. For 52 week employees the day before or after Christmas Day and New Year's Day and for less than 52-week employees one-half (1/2) day before or after Christmas Day and New Year's Day as follows:

If Christmas Day falls on:

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

If New Year's Day falls on:

Sunday, the Friday before New Year's Day;  
Monday, the Friday before when students are in session on the Tuesday after;  
New Year's Day or the Tuesday after New Year's Day when students are not in session on the Tuesday after New Year's Day;  
Tuesday, the Monday before;  
Wednesday, the Tuesday before;  
Thursday, the Friday after;  
Friday, the Thursday before;  
and if on Saturday, the Thursday before.

#### **Section 22.05**

Upon resignation, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, members of the Unit shall be paid for unused vacation allowance at the rate of pay received by them at the time the allowance was earned, unless dismissed for just cause.

#### **Section 22.06**

Extension of the time beyond the entitled vacation period must be requested in advance, recommended by the Immediate Supervisor and approved by the Director of Personnel/Human Resources and Employee Relations, shall be taken at the individual's

own expense, and shall not be drawn from personal business, vacation, sick leave, or any other paid leave time.

## **ARTICLE XXIII**

### **SUMMER POSITIONS**

#### **Section 23.01**

If a summer position arises from the holding of summer school, migrant classes, enrichment classes, head start programs, or the like, these openings must be advertised in accordance with Article XV. Special provisions in job descriptions required by Federal regulations to obtain Federal money grants may be used. The Association shall be made aware of these provisions and postings will stipulate special requirements in accordance with the specific grant. These positions shall be filled first from the list of applicants in the Unit regularly employed by the School District. Deadline for posting of such openings shall be no later than June 1st.

- 1) BCESP Bargaining Unit Members are awarded summer positions before non-unit members;
- 2) If an individual school building elects to extend the school year or begin the school year early for the purposes of intervention, the BCESP members in that particular building shall have first rights by District seniority for such school year extensions. This article does not apply to District-wide summer programs, which shall be staffed using #3 below.
- 3) Seniority for specific summer programs are accumulated on the number of summers worked in the specific programs. If seniority in a specific program has not been established or if a tie exists, seniority will be determined by the BCESP district-wide seniority list.
- 4) Seniority in a summer program is lost if a Bargaining Unit or non-unit member does not apply for available positions. Such seniority, however, shall not be lost if the individual applies for a leave of absence or is not hired because of the lack of positions.

#### **Section 23.02**

- 1) Compensation for summer positions shall be paid at the appropriate rates as defined in Appendix "A".
- 2) Requirements for summer positions shall be described in the "Summer Job Posting".

- 3) Awarded positions by classification (i.e. Educational Assistants- grade 10) will be at entry level rates unless the employee is currently on **step 5** and/or a higher step.
- 4) Rates of compensation shall not change during the length of a summer program.
- 5) Regular sick leave and paid holiday benefits will be available to regular Unit members.

### **Section 23.03**

Bargaining Unit members shall not be in direct charge of more than fifteen (15) pre-school students without a supervising teacher present except in an emergency situation.

### **Section 23.04**

In the event a Bargaining Unit member is laid off after being hired to work in a summer program, such member shall receive a written notification of said lay off at least forty-eight (48) hours prior to the effective date of the lay off.

### **Section 23.05 Medical Exams for Summer Programs**

The Board shall pay half (1/2) the expense of any required medical examination to all Bargaining Unit members hired for the summer programs. The provider of the medical examination will be selected by the Director of Personnel/Human Resources and Employee Relations.

## **ARTICLE XXIV**

### **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 covered by this Agreement the following insurance protection paid for by the Board of Education.

### **Section 24.01**

The Board shall provide an amount of \$45,000 in group term life insurance, plus \$45,000 AD & D for each employee in the Bargaining Unit.

### **Section 24.02**

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 Association may select other products annually for the duration of this contract. Should the premium cost of the CDHP/HSA plan fall under 90% of the State hard cap rates, the District will pay the difference in premium cost and harp cap

contribution to the employee through a HSA contribution made in equal monthly deposits if enrolled in the CDHP/HSA plan.

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).

Any premium or deductible for the HSA Plan, above the 90% of Hard Cap, will be the responsibility of the employee and will be contributed through payroll deduction in equal bi-weekly amounts from the employee's paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ. Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HSA, up to the maximum amounts allowed by Federal Law.

If selected, employees who enroll in a BCBS Simply Blue PPO Medical plan shall have the employer's contribution paid towards the medical plan premium, and the Dental and Vision plans (as outlined above).

If selected, employees who enroll in a BCBS Simply Blue HSA plan shall have the employer's contribution paid as outlined above.

Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HSA, up to the maximum amounts allowed by federal law.

For the 18/19 medical benefit plan coverage year, employees shall have the following BCBS medical plans available:

1. BCBS Simply Blue PPO, \$250/500, \$20 OV, 10/40/80 Rx
2. BCBS Simply Blue PPO, \$1000/2000, \$30 OV, 10/40/80 Rx

For the 19/20 medical benefit plan coverage year, employees shall have the following BCBS medical plan available:

1. BCBS Simply Blue PPO, \$250/500, \$20 OV, 10/40/80 Rx
2. BCBS Simply Blue PPO, \$1000/2000, \$30 OV, 10/40/80 Rx
3. BCBS Simply Blue HSA, \$1350/\$2700

**Cash/Annuity In-Lieu.** 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).

The member will need to complete a declination form when making a decision not selecting insurance coverage. As a condition to obtaining any cash-in-lieu benefit, the

bargaining unit member must first present documentation that he/she has other coverage meeting affordability and coverage minimums of the Affordable Care Act.

### **Section 24.03**

If an employee is absent from work because of a compensable injury and has exhausted her/his sick leave benefits, including Sick Leave Bank, the School District shall continue to pay amounts designated in Sections 24.01, 24.02, and 24.05 for the duration of Workers' Compensation Benefits.

### **Section 24.04**

Any option offered by MESSA will be available on an option basis at the expense of the employee.

### **Section 24.05 Dental**

The Board shall provide dental insurance options through either a fully-insured or self-insured program on a full twelve (12) month basis. Options available are full family, single, or two person levels of benefits. The monthly Board paid premium has been identified above (see section 24.02 "Insurance Benefits"). The dental coverage levels of Co-insurance as described in the summary of benefits are 100% the responsibility of the member. The dental insurance plan is included in the Appendix of the contract. The member will need to complete a declination form when making a decision not selecting insurance coverage.

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 member 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 member. If the member'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 member (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 are not available, the District reserves the right to terminate healthcare coverage of the member who is unable to make their portion of the premium current.

**Section 24.06 Employee Vision Care.** The Board shall provide vision insurance options through either a fully-insured or self-insured program for a full twelve (12) month period. Options available are full family, single, or two person levels of benefits. The monthly Board paid premium has been identified above (See section 24.02 "Insurance Benefits"). The vision coverage levels of Co-insurance as described in the summary of benefits are 100% the responsibility of the member. The vision insurance plan is included in the Appendix of the contract. The member will need to complete a



declination form when making a decision not selecting not selecting insurance coverage.

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 member 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 member. If the member'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 member (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 member. If remedies described above are not available, the District reserves the right to terminate healthcare coverage of the member who is unable to make their portion of the premium current.

**Section 24.07**

If an employee is laid off, the group rate fringe benefits in this section shall continue to remain in effect to the extent available through the underwriting company at the employee's expense.

**Section 24.08 Flexible Spending Account.**

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

**ARTICLE XXV**

**RESIGNATION**

**Section 25.01**

Any member of the Unit desiring to resign shall file a resignation form with the Director of Personnel/Human Resources and Employee Relations at least ten (10) working days prior to the effective date.

**Section 25.02**

Any member of the Unit who discontinued her/his services in accordance with Article XXV, Section 25.01, does not forfeit her/his right to earned vacation time and pay.

**Section 25.03**

Any time except the five (5) days immediately prior to the effective date of resignation, the resignation may be reviewed with the Immediate Supervisor and the Unit member and withdrawn, if mutually agreeable.

## ARTICLE XXVI

### **EMPLOYEE IMPROVEMENT AND CONTINUING EDUCATION CREDIT**

#### **Section 26.01**

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 students and 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:

#### **Section 26.02**

A six-member Continuing Education Committee shall be established and comprised of three (3) Association members selected by the Association and three (3) members selected by the Administration. The committee's responsibility is to recommend to the Director of Personnel/Human Resources and Employee Relations educational/training programs and activities which should qualify for Continuing Education Credit pursuant to this Article.

The committee shall also recommend the number of Continuing Education Credit(s) each educational/training program and activity should be worth in accordance with Section 26.04.

Within ten (10) working days after the committee submits any recommendation to the Director of Personnel/Human Resources and Employee Relations. The Director of Personnel/Human Resources and Employee Relations shall meet with the committee to discuss the committee's recommendation(s). The Director of Personnel/Human Resources and Employee Relations shall issue her/his decision(s) on the recommendation(s) within ten (10) working days after the meeting with the committee. This ten (10) working day period may be extended up to fifteen (15) additional work days if deemed necessary by the Director of Personnel/Human Resources and Employee Relations. The Director of Personnel/Human Resources and Employee Relations decision shall be final, except that if a decision is not issued within ten (10) working days after the meeting with the committee or the extended period invoked by the Director of Personnel/Human Resources and Employee Relations, the committee's recommendation(s) shall automatically be approved.

The committee shall meet as needed and the three (3) Association committee members shall be released from their work responsibilities without loss of pay to attend committee meetings. The committee shall select its own chairperson, adopt its own operating rules, and formulate the policies and procedures for the recommendations of

Continuing Education Credit. The Director of Personnel/Human Resources and Employee Relations, at her/his option, may provide input on the Operating Rules, Policies and Procedures.

### **Section 26.03**

Programs and activities that may qualify for Continuing Education Credit are those seminars, in-service training programs, workshops, courses, conferences, and other such education or training that will specifically serve to maintain, upgrade, or enhance a Bargaining Unit member's job skills and knowledge. Activities funded fully or partially by the BCPS/BCESP Board of In-service may qualify for Continuing Education Credits. Professional secretary certification and associates degrees approved by the Director of Personnel/Human Resources and Employee Relations shall also qualify for Continuing Education Credits.

### **Section 26.04**

A Bargaining Unit member shall receive one (1) Continuing Education Credit (CEU) for every ten (10) hours of actual attendance at a successfully completed continuing education activity, excluding college credit courses. It is the responsibility of the individual Bargaining Unit member to provide necessary documentation to the personnel department for accounting of credits earned and to check on her/his continuing education credit status whenever a need arises.

Those programs and activities for which the Bargaining Unit member received remuneration from the Board (other than reimbursements for tuition, travel, meals, books/materials and the like) shall not qualify for Continuing Education Credit.

### **Section 26.05**

Upon successful completion of a continuing education activity approved by the CEU committee, the Board shall reimburse the Bargaining Unit member all costs incurred, including such items as enrollment fees, tuition, mileage, books and materials, if attendance at a course or activity is requested by the Bargaining Unit member's immediate supervisor, with the Director of Personnel/Human Resources and Employee Relations' approval.

### **Section 26.06 Tuition Reimbursement**

Effective July 1, 1997, seven thousand five hundred (\$7,500) shall be provided each fiscal year to reimburse employees for tuition costs for courses successfully completed (credit earned) during the fiscal year according to the following procedure:

- 1) Courses and the educational institution providing such courses must be approved in writing by the Director of Personnel/Human Resources and Employee Relations prior to the Association member's enrollment.

- 2) Employees shall submit a request for reimbursement for courses successfully taken during the fiscal year on forms provided together with an official transcript of credits. Courses completed between July 1 and December 31 shall be submitted for reimbursement no later than March 1. Courses completed between January 1 and June 30 shall be submitted for reimbursement no later than September 1.
- 3) Reimbursement to employees for claims made by March 1 shall be made by April 1. Reimbursement for claims made by September 1 shall be made by October 1. Reimbursement shall only be made to employees who are employed in Bargaining Unit at the time of reimbursement with the exception that employees who are laid off shall be reimbursed for courses approved prior to layoff and successfully completed.
- 4) Three thousand seven hundred fifty dollars (\$3,750), half of the annual budget amount, shall be available to reimburse claims submitted by March 1, but no claim shall exceed 50% reimbursement; if 50% of claims exceed three thousand seven hundred fifty dollars (\$3,750), reimbursement will be prorated at a lower percentage. The same process will apply to claims submitted by September 1.
- 5) Those employees who have chosen to pursue a Learning Assistant Degree are covered under the educational requirements of the Learning Assistant Memorandum of Understanding, and such provisions shall supersede the provisions of this section and shall not be in addition to the provisions of this section.

### **Section 26.07**

Upon accumulation of twenty (20) college credits/continuing education credits, the Bargaining Unit member's hourly rate, as enumerated in Appendix A, shall be increased by \$0.10 per hour. Upon accumulation of forty (40) college credit/continuing education credits, the Bargaining Unit member's hourly rate, as enumerated in Appendix A, shall be increased by \$.20 per hour. Upon accumulation of sixty (60) college credits/continuing education credits, the Bargaining Unit member's hourly rate, as enumerated in Appendix A, shall be increased by \$.40 per hour. Upon accumulation of eighty (80) college credits/continuing education credits, the bargaining unit member's hourly rate, as enumerated in appendix A, shall be increased by \$.60 per hour. Upon accumulation of one hundred (100) college credits/continuing education credits, the bargaining unit member's hourly rate, as enumerated in appendix A, shall be increased by \$.80 per hour. Each respective wage increase shall be effective on the 15th day following notice to the Board that a Bargaining Unit member attained the credits necessary to qualify for an increase. These college credits/CEU's shall be specifically related to the person's position.

Example:

BASE SALARY	CREDITS	NEW SALARY
\$10.00 per hour	20	\$10.10
\$10.00 per hour	60	\$10.40
\$10.00 per hour	100	\$10.80

**ARTICLE XXVII**

**SEVERANCE PAY**

**Section 27.01**

Unit Members employed in this bargaining unit prior to September 1, 2018, who retire under the provisions of MSPERS (Michigan Public School Employees Retirement System) and have at least ten (10) years of Bay City Public Schools service shall receive upon retirement:

- 1) One (1) day's pay for each day of accumulated sick leave for the first ninety-six (96) days. One half (1/2) day's pay for each accumulated sick leave day beyond ninety-six.

and

- 2) \$250.00 per year for each year of service in this School District after ten (10) years, but not to exceed \$5,000.00.

In the event of the death of a Unit Member, the beneficiary (ies) of said Unit Member shall receive the severance in this section. The Board shall provide a form on which the Unit Member shall designate his/her Severance Pay Beneficiary (ies).

Hourly rate includes all premiums such as but not limited to CEU's and longevity.

Bargaining unit members hired into this unit on or after September 1, 2018, and who retire under MSPERS with at least 15 years of BCPS experience, shall be eligible to receive a payment for \$30 per day for each accumulated sick leave day, up to 125 days.

**Section 27.02**

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.

Severance payment(s) will be deposited into a Paradigm Equity 403(b) account set up for the Member. There is no cash option.

For a member not qualifying for retirement, the Employer will, on behalf of the member use the Terminal Pay 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.

**Section 27.03**

An employee hired into this bargaining unit prior to September 1, 2018, may only be charged a maximum of ninety-six (96) days of sick leave for serious illness or illnesses during the last three (3) years prior to leaving the District. Bargaining unit members hired into this unit on or after September 1, 2018, shall not be eligible for this provision. A serious illness is defined as any illness in excess of ten (10) consecutive sick leave days. (Documentation by a physician is required.) For purposes of calculating severance pay only days used beyond the ninety-sixth (96<sup>th</sup>) day shall be included in the final calculation.

ILLUSTRATIVE MODEL:

2006-07	Used two blocks of 15 and 25 days	40
2007-08	Used 60 days including a block of 45 days	45
2008-09	Used 25 days	25
	TOTAL	110

110 days – 96 days = 14 days

Fourteen (14) days would be included in the severance pay final calculation.

(Total sick days for serious illness used in a block during the last three (3) years of employment – maximum capped amount (96) days = Number of sick days to be added back for severance calculation).

**Section 27.04**

In the event a retired Unit Member dies prior to receiving all the installments, the retired Unit Member’s beneficiary (is) shall receive the remaining installments as scheduled. The beneficiary(ies) shall be those as reported on the Beneficiary form completed by the member and kept on file in the administration office.

## ARTICLE XXVIII

### SCHOOL CLOSINGS

#### Section 28.00 - Delay in Starting Times

In the event of a delay in the starting time for school, BCESP members shall arrive as soon as possible depending on the conditions from their home to the work site, but no later than the revised starting time beyond a member's normal start time. As an example, if a two-hour delay is announced, the member shall arrive as soon as possible (as designated above), but no later than two hours beyond their normal start time for their position.

#### Section 28.01

When it is necessary for the Superintendent of Schools to close a school(s) every effort shall be made to make such public announcements prior to 6:00 a.m.

#### Section 28.02

On days when schools are closed because of inclement weather, members of the Unit, except for Educational Assistants, shall report to work at 10:00 a.m. and be released no later than 3:00 p.m. Members of the Unit will be paid their regular rate of pay. The Administrative Assistant in the Transportation Facility, and the Administrative Assistants in the Maintenance Building will report at their regular starting times, work full days and shall receive an equivalent number of compensatory time for the time worked prior to 10:00 a.m. or after 3:00 p.m.

However, in the following instances Bargaining Unit members will not be required to report to work, but shall receive their regular rate of pay.

- 1) When a code red is issued.
- 2) When the school district makes a public announcement not to report.

#### Section 28.03

In the event a Unit member does not report to work when required to come to work, the Unit member shall have one of the following options:

- 1) Charge the absence to her/his current year's vacation for the equivalent amount of hours that would have been worked;
- 2) With the approval of her/his immediate supervisor, reschedule make-up day(s) which shall be equivalent to hours that would have been worked;

- 3) Charge the absence to her/his current year's business days for the equivalent amount of hours that would have been worked;
- 4) Be docked.

In addition to the above options, an excused absence at the Unit member's regular rate of pay may be granted at the discretion of the Director of Human Resources in extenuating circumstances. The decision of the Director of Human Resources on the justification of the extenuating circumstances shall be final.

#### **Section 28.04**

When an announced utility failure forces the closing of a particular building the Bargaining Unit members at that location will not be expected to report to work, but will be paid at her/his regular rate of pay for the day.

#### **Section 28.05**

When students are sent home early because of inclement weather or utility failure, all Bargaining Unit member's normal work day will end one hour after all students leave the building or at the end of the Bargaining Unit member's work day, whichever is earlier. All Bargaining Unit members will receive her/his regular rate of pay for the day.

This severe weather and utility failure provision applies even if students are not present in the building.

#### **Section 28.06**

In the event student instruction days are rescheduled because of school closings, Unit members working (except for 52 week employees) said day(s) shall be paid their regular rate of pay for each rescheduled day.

In the event the School Aid Act requires the scheduling of additional days/hours of student instruction because of school district closings or delays caused by conditions not within the control of school authorities, such additional days/hours will be rescheduled.

### **ARTICLE XXIX**

#### **CONTINUITY OF OPERATIONS**

#### **Section 29.01**

Both parties recognize the desirability of continuous and uninterrupted operation of the educational program and the avoidance of disputes which threaten to interfere with such operations. Neither the Association, nor any persons acting in its behalf will cause, authorize or support; nor will any of its members take part in any strike (i.e., the concerted



failure to report for duty, or willful absence of an employee from her/his position or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of her/his duties or employment for any purpose whatsoever).

**Section 29.02**

If the Association disclaims in writing to the Board responsibility for any activity prohibited hereby, it shall not be liable in any way therefore. Violation of this Agreement by any employee, or group of employees shall constitute good cause for their discharge or for the imposition of discipline or penalties without recourse to arbitration; provided, however, that the questions of their participation shall itself be subject to arbitration.

**Section 29.03**

The Board of Education, in the event of violation of this Article, shall have the right, in addition to the foregoing and other remedies available at law, to seek injunctive relief and damages for breach hereof against the Association.

**Section 29.04**

Notwithstanding the foregoing, nothing contained herein, shall be construed as a waiver of any rights of the Association or its members which they may have under Act 336 of the Michigan Public Acts of 1947, as amended by Act 379 of the Michigan Public Acts of 1965, or which are otherwise provided by law.

**ARTICLE XXX**

**NEGOTIATIONS PROCEDURES**

**Section 30.01**

The Director of Personnel/Human Resources and Employee Relations and other members of School District Administration, as he/she deems appropriate, and the Association's Personnel Relations Committee will meet each month on a mutually agreed time, place and date for the purpose of reviewing the administration of the contract and to resolve problems that may arise. The Association's Personnel Relations Committee shall consist of the president, the vice president, the negotiations chairperson, and the grievance chairperson. These meetings are not intended to bypass the grievance procedure. Said meetings shall occur during school hours whenever possible.

**Section 30.02**

Any member of the Bargaining Unit engaged during the working day in any negotiation session shall be released from the regular duties without loss of benefits.

**Section 30.03**

Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

**Section 30.04**

There shall be three signed copies of any final Agreement. One copy shall be retained by the Board, one by the Association and one by the Superintendent.

**Section 30.05**

If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission (MERC) or take any other lawful measure it may deem appropriate.

**ARTICLE XXXI**

**MISCELLANEOUS PROVISIONS**

**Section 31.01**

No polygraph or lie detector device shall be used in any investigation of any member of the Bargaining Unit.

**Section 31.02**

Supervisors or employees not covered by this Agreement shall not displace members of the Bargaining Unit covered by this Agreement by performing work normally performed by such Unit member. The intent of this section does not prevent other school employees from performing infrequent, incidental, and minor work which are deemed Bargaining Unit work. However, Supervisors may perform work covered by this Agreement in the following circumstances:

- 1) Training employees
- 2) Installing new processes, procedures and programs
- 3) In case of emergency

Co-ops shall be assigned to a school employee and shall be under the supervision of that school employee. A Unit member shall have the option of having a Co-op assigned to that Unit member and shall be involved in the selection of the Co-op.

### **Section 31.03**

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

### **Section 31.04**

Copies of this Agreement shall be printed at the expense of the Board and presented to all members of the Bargaining Unit now employed or hereafter employed by the Board.

### **Section 31.05**

If any provision of this Agreement or any application of the Agreement to any employee or group or employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### **Section 31.06 In-Service**

An opportunity, periodically, will be extended to the Association membership for professional growth. The purpose of In-Service Training shall be to provide experiences and information to the membership...including a review of skills, office procedures, new equipment or techniques, policies and procedures of the Board of Education, or race and human relations. The Association and management will jointly plan the formalized In-Service Training Program. Employees will be released from regular duties without loss of pay when school is not in session according to the school calendar for purpose of participating in Association geared workshops or in-service programs. However, the Board reserves the right to staff essential offices. Those employees will be allowed to attend on a rotation basis.

### **Section 31.07**

Upon request, an employee shall be provided notification of their immediate supervisor in writing.

**ARTICLE XXXII**

**DURATION OF AGREEMENT**

**Section 32.01**

This Agreement constitutes the entire collective Bargaining negotiations of all subjects for the term of this Agreement, and shall be effective as of July 1, 2018, and shall continue in full force and effect and be legally binding on the parties hereto, until June 30, 2022 and from year to year thereafter unless either party serves notice, in writing, upon the other party by March 1 prior to the expiration date of this Agreement or any following June 30<sup>th</sup> thereafter.

The Board of Education shall electronically post the agreement on the District website; printed copies of the contract will be provided to employees upon request.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 27th day of August, 2018.

By:  
**BAY CITY EDUCATIONAL SUPPORT  
PERSONNEL - MEA/NEA**

[Leslie Seibert](#)  
\_\_\_\_\_  
Leslie Seibert  
President, BCESP

[Saun Strobel](#)  
\_\_\_\_\_  
Saun Strobel  
Chief Negotiator

**BAY CITY BOARD OF EDUCATION**

[Mark Zanotti](#)  
\_\_\_\_\_  
Mark Zanotti  
President

[Carrie Sepeda](#)  
\_\_\_\_\_  
Carrie Sepeda  
Secretary

[Stephen Bigelow](#)  
\_\_\_\_\_  
Stephen C. Bigelow, PhD  
Superintendent

[Jennifer Grigg](#)  
\_\_\_\_\_  
Jennifer Grigg  
Director of Human Resources and Employee Relations

**APPENDIX "A"**

**SALARY SCHEDULE**

**2018-2022**

All staff to be compensated through Direct Deposit and/or Pay Card option.

**2018-2019**

\$0.25 on-scale increase

	Grade 10	Grade 11	Grade 12	Grade 13	Grade 14	Grade 15
Step 1	\$9.65	\$11.47	\$12.72	\$13.19	\$13.97	\$14.85
Step 2	\$9.94	\$12.25	\$13.53	\$13.98	\$14.74	\$16.07
Step 3	\$10.24	\$13.32	\$15.06	\$15.49	\$16.70	\$17.26
Step 4	\$10.54	\$14.38	\$15.92	\$16.50	\$17.32	\$18.47
Step 5	\$10.86	\$15.27	\$16.98	\$17.42	\$18.59	\$19.64
Step 6	\$11.19	\$15.27				
Step 7	\$11.52	\$15.27				
Step 8	\$11.87	\$16.52				
Step 9	\$12.22					
Step 10	\$14.35					

**2019-2020**

\$0.25 on-scale increase

	Grade 10	Grade 11	Grade 12	Grade 13	Grade 14	Grade 15
Step 1	\$9.90	\$11.72	\$12.97	\$13.44	\$14.22	\$15.10
Step 2	\$10.19	\$12.50	\$13.78	\$14.23	\$14.99	\$16.32
Step 3	\$10.49	\$13.57	\$15.31	\$15.74	\$16.95	\$17.51
Step 4	\$10.79	\$14.63	\$16.17	\$16.75	\$17.57	\$18.72
Step 5	\$11.11	\$15.52	\$17.23	\$17.67	\$18.84	\$19.89
Step 6	\$11.44	\$15.52				
Step 7	\$11.77	\$15.52				
Step 8	\$12.12	\$16.77				
Step 9	\$12.47					
Step 10	\$14.60					

**2020-2021**

\$0.25 on-scale increase

	Grade 10	Grade 11	Grade 12	Grade 13	Grade 14	Grade 15
Step 1	\$10.15	\$11.97	\$13.22	\$13.69	\$14.47	\$15.35
Step 2	\$10.44	\$12.75	\$14.03	\$14.48	\$15.24	\$16.57
Step 3	\$10.74	\$13.82	\$15.56	\$15.99	\$17.20	\$17.76
Step 4	\$11.04	\$14.88	\$16.42	\$17.00	\$17.82	\$18.97
Step 5	\$11.36	\$15.77	\$17.48	\$17.92	\$19.09	\$20.14
Step 6	\$11.69	\$15.77				
Step 7	\$12.02	\$15.77				
Step 8	\$12.37	\$17.02				
Step 9	\$12.72					
Step 10	\$14.85					

**2021-2022**

\$0.25 on-scale increase

	Grade 10	Grade 11	Grade 12	Grade 13	Grade 14	Grade 15
Step 1	\$10.40	\$12.22	\$13.47	\$13.94	\$14.72	\$15.60
Step 2	\$10.69	\$13.00	\$14.28	\$14.73	\$15.49	\$16.82
Step 3	\$10.99	\$14.07	\$15.81	\$16.24	\$17.45	\$18.01
Step 4	\$11.29	\$15.13	\$16.67	\$17.25	\$18.07	\$19.22
Step 5	\$11.61	\$16.02	\$17.73	\$18.17	\$19.34	\$20.39
Step 6	\$11.94	\$16.02				
Step 7	\$12.27	\$16.02				
Step 8	\$12.62	\$17.27				
Step 9	\$12.97					
Step 10	\$15.10					

\$0.10 an hour additional for "Emergency First Aid Training" designation. (classroom buildings only)

\$1.00 an hour additional for Associates Degree in Early Childhood Education (Grade 10 only)

**Grade 10      Educational Assistants (All Aides: Title I, Article 3, Bilingual, Preschool, Special Education Technician), Print Shop Clerk/Copier Operator,**

**Grade 11      Office Associate**

**Grade 12      Office Specialist**

**Grade 13      Administrative Assistant**

**Grade 14      Executive Assistant**

**Grade 15      Executive Specialist**

## **APPENDIX “B”**

### **LAST YEAR’S AGREEMENT**

2003 - 2004

12 Month employees having the Wednesday before Thanksgiving off work as a day with pay and 10 and 12 month employees having the day after Easter off work as a day with pay, there appears to be a misunderstanding between the parties with regard to the provision. Administration will provide a potential resolve, even though Administration believes it bargained in “good faith” this provision for the 2003 - 2004 school year (the word “for” limiting the provision to the extent of the 2003-2004 school year). As part of this Agreement, 12 month employees will receive the Wednesday before Thanksgiving off as a paid non-work day for the 2004-2005 school year. In subsequent years, 12 month employees must qualify for the paid non-work day per Section 21.025. However, should 12 month employees already have this day off due to working parent/teacher conference, Administration and the employee will mutually schedule this day on a non-instructional student day prior to June 30, 2005. In addition, 10 and 12 month employees will receive the day following Easter off work as a non-work day as long as this day reflects a non-instructional day; otherwise a floating non-work day will be mutually scheduled on a non-instructional day between the member and the immediate supervisor on an annual basis. For 10 month employees, if the day following Easter reflects a scheduled vacation day, a floating non-work day will be mutually scheduled between the member and the immediate supervisor.