

**AGREEMENT**

**Between the**

**Battle Creek Educational Support  
Personnel Association/MEA-NEA**

**and the**

**Battle Creek Public Schools**

**MAINTENANCE**

**CUSTODIAL**

**FOOD SERVICE**

**July 1, 2019 - June 30, 2022**

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**PREAMBLE**

This agreement is entered into effective the 1st day of July, 2019, by and between the Board of Education of Battle Creek Public Schools, hereinafter called "the Board" and the Battle Creek Educational Support Personnel Association, hereinafter called "the Association."

**ARTICLE I**

**Recognition - Covered Employees**

A. Pursuant to and in accordance with all applicable provisions of Michigan Employment Relations Act, MCL 423.201 et seq., as amended, the Board of Education hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of employment, fringe benefits and other conditions of employment for the term of this agreement as described below:

All full-time and regular part-time Maintenance & Food Service Division Employees employed by the district.

B. It is the intent of this contract to recognize Maintenance, Food Service Division Employees as working in separate Divisions.

C. All other personnel not specifically named in this Article, including, but not limited to substitutes, individuals hired for summer employment as temporary Employees, professional Employees, office clerical Employees, supervisors, noon-hour supervisors, breakfast supervisors, and all other Employees are excluded from the bargaining unit.

D. Definitions: "Employer" and "Board" mean the Battle Creek Public Schools Board of Education, the Superintendent of Schools or assigned administrators representing the School District.

"Employee" and "Employees" mean an Employee and/or Employees represented by the bargaining unit.

"Association" and "Union" mean the Battle Creek Educational Support Personnel Association / MEA-NEA.

E. Should food service employees and custodial employees be hired directly by the district, their positions and work are recognized as employment covered by term of this agreement. Any area of their employment not already covered by this agreement will be bargained within thirty (30) days of their employment.

**ARTICLE II**

**Management Rights**

A. It is expressly agreed that the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, except

those rights which are expressly restricted by this Agreement. The Board has the responsibility, authority and right to manage and direct on behalf of the public the operations and activities of the Battle Creek Public Schools under its control. Management rights shall include, by way of illustration and not by way of limitation, the following:

All rights designated as management rights or prohibited subjects of bargaining under the Public Employment Relations Act (PERA) as amended by 1994 PA 112; the rights in accordance with its sole and exclusive judgment and discretion to reprimand, suspend, discharge, or otherwise discipline Employees; to determine the number of Employees to be employed; to hire Employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work; to set the standards of service and productivity, the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which the operations are conducted; to set the starting and quitting times and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or services; assign work to Employees on a temporary basis; to control and regulate the use of machinery, facilities, equipment and other property of the Employer; to introduce new or improved methods of operations, materials and machinery; to determine the number of departments and Divisions; and to assign overtime and extended time; approve and deny vacations and leaves.

- B. The exercise of the foregoing powers, rights and authority, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- C. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.
- D. Notwithstanding any provision of this Agreement, the Board shall be entitled to take any steps deemed necessary by it to accommodate an Employee's disability and comply with State and Federal laws prohibiting discrimination on the basis of disability, such as the Americans with Disabilities Act (ADA).

<b>ARTICLE III</b> <b>Notices and Payroll Deduction</b>
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- A. Each Employee has the right to join the Association.

The Board agrees promptly to advise the Association of all additions, deletions, or changes in the status of members of the bargaining unit.

The above information is provided to the Association for the sole purpose of enabling it to perform its duties as the exclusive representative of employees in this bargaining unit. The Association will use the information disclosed only for that purpose and will use reasonable diligence in safeguarding information in connection with the employees.

- B. The Board shall also make payroll deductions upon written authorization from Employees for the following and any other programs jointly approved by the Association and the Board.
1. Credit Union
  2. Tax-sheltered Annuities
  3. Supplemental Life Insurance Opportunities available in the District
  4. United Way

<b>ARTICLE IV</b> <b>Association Rights</b>
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A. **Union Representation:** (Stewards and Union Officers)

1. With the exception of investigating and/or processing grievance matters, negotiating contracts, and participating in conference committees, the Union Steward/Officer will not be allowed to transact any business during their regular working hours. Such Union Steward/ Officer may receive but not solicit, and may discuss complaints and grievances of Employees on the premises and time of the Employer, but only to such extent as does not neglect, retard or interfere with the work and duties of the Union Steward/ Officer unless it interferes with or adversely effects the operation of the school. Union Steward/Officer shall be allowed reasonable time for the handling of such matters. The Board reserves the right to deny such leave based on the lack of a qualified substitute, immediacy of work being completed and/or previous absences from the job.
2. Union Steward/Officers must ask their immediate supervisor for permission to leave their jobs to investigate and adjust grievances. The Union Steward/Officer, upon arrival at the new location, shall report his presence to the office.
3. The Association shall keep the Employer advised in writing of the names of all officers, Union Stewards or alternate Union Stewards or temporary appointments.

B. **Bulletin Boards:**

1. The Employer will provide bulletin boards in each building and cafeteria and one in the Maintenance Division which may be used

by the Union for posting notices limited to the following types:

- a. Notices of recreational and social events.
- b. Notices of elections.
- c. Notices of results of Association elections.
- d. Notices of meetings.
- e. Job postings.

2. The Association shall have the exclusive right to the use of these bulletin boards.

**C. Association Business Leave:**

1. On July 1 of each year, the Association shall be credited with six (6) full unpaid leave days to be used by the President of the Association or his/her designee. Such use is to be at the discretion of the Association.
2. The Association agrees to notify the Board in writing no less than forty- eight (48) hours in advance of the date of intended use of such leave. If the urgency of the leave is of such a nature that the 48 hour notice is not practicable, the Superintendent or Superintendent's designated representative shall discuss options to the leave and the work to be done prior to approval or disapproval of the leave.

D. **Employer Mail System:** The Association may use the school mails and email for the distribution of materials related to school business. Should there be any determination that such usage requires U.S. postage, the Association agrees to pay such cost or discontinue usage until an alternate plan can be negotiated. The Association shall have the right to use email through the Employer's online connections, but such use shall not violate the Campaign Finance Act. The use of email and internet resources is subject to the Employer's Acceptable Use Policy and there shall be no expectation of privacy.

<b>ARTICLE V</b> <b>Conference Committee</b>
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- A. This committee shall consist of representatives of both the Union and Employer. Its main function shall be to confer on matters pertaining to the overall operation of the Maintenance, to keep both parties to this contract informed of changes and developments caused by conditions other than covered by this contract; to keep the staffs of all departments operating at peak efficiency and to confer over potential problems in an effort to keep such matters from becoming major in scope.
- B. The Union shall have one (1) to three (3) representatives selected by the Union.
- C. The Employer shall have one (1) to three (3) representatives selected by

the Employer.

- D. The parties shall establish meeting dates for each upcoming school year in August. The Conference/Work Rule Committee shall be scheduled to meet monthly at a minimum. Either party to the contract can request a special meeting of the Conference/Work Rule Committee. Arrangements are to be made in advance and an agenda shall be submitted with the request, unless otherwise mutually agreed. The agenda shall be mutually agreed upon. Matters taken up at the conference shall be limited to those included in the Agenda.
- E. It is understood by both parties to this Agreement that when a conference is called for purposes of hearing testimony, both the Union and the Employer may bring in witnesses, and the parties directly involved in the incident, for questioning and determination of responsibility and corrective steps to be taken.
- F. When requested by the Local President, the Employer will provide an area on its property for a pre-conference meeting thirty (30) minutes before the scheduled conference.
- G. If a contractual matter which has been discussed at the Conference Committee level is not satisfactorily resolved and all of the grievance procedure requirements of Article VI Sections A. through D. have been met, a grievance may be processed beginning at Step Two of the grievance procedure provided 1) it is mutually agreed to in writing by the two parties and 2) grievance time lines have been extended in writing.

<b>ARTICLE VI</b> <b>Grievance Procedure</b>
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- A. A grievance is defined as a misapplication or misinterpretation of the agreement or an action that violates the specific terms of this agreement.
- B. A grievance, to be a proper grievance, shall cite the Article the grievance is based on and demonstrate the violation.
- C. It is mutually agreed the grievant must be present at each step of the grievance procedure.
- D. No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at his/her regular rate, unless overtime was involved in the specific grievance.
- E. Procedure: An Employee having a proper grievance in connection with his/her employment shall present it to the Employer as follows:
  - 1. Level One - Informal Adjustment Level: The grievant shall discuss the grievance with his/ her designated steward or Officer. The parties shall meet to discuss the grievance with the proper Administrator within ten (10) working days of the occurrence or

the time the grievant should have known of its occurrence. Note: Pursuant to Article V, Section G., Level One may be passed and the grievance initiated at Level Two.

2. Level Two: If the grievance is thereby not disposed of at Level One, the grievance shall be presented in writing, within five (5) working days of the Level One meeting, to the same administrator with whom the Level One meeting was held. The administrator shall respond in writing within five (5) working days of receiving the written grievance.
  3. Level Three: If the grievance is thereby not disposed of at Level Two, the grievance shall be presented, within ten (10) working days of receiving the written response at Level Two, to the Superintendent of Schools or his/her designee. The parties shall meet to discuss the grievance within ten (10) working days of the date the grievance was received by the Superintendent or his/her designee. The Superintendent or his / her designee shall render a decision in writing within five (5) working days of the meeting. The Superintendent's or his/her designee's decision shall be final and binding for all Food Service Division grievances.
  4. Level Four: If the answer of the Superintendent is not acceptable to the Union, the Union may submit the case to arbitration within thirty (30) working days of receiving the Superintendent's written response. The Arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association. The Arbitrator's fees and expenses shall be borne equally by the Employer and the Union.
- F. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, and shall be limited to the interpretation and application of this Agreement in his/her award.
- G. The Arbitrator's findings and award shall be reviewed by the Board of Education no later than the second regularly scheduled meeting following the receipt of said findings and award.
- H. The Local President, or his/her representative, shall be allowed time off his/her job, without loss of time or pay, to investigate a grievance which he/ she is to discuss at any level of the grievance procedure.
- I. The local union representatives may meet on the Employer's property for at least one-half (1/2) hour immediately preceding a meeting with the Employer or his representative, or prior to the submission of a case to arbitration, provided advance notice is given.
- J. Time limits may be extended by mutual agreement in writing.



**ARTICLE VII**  
**Discipline and Discharge**

The Union and the Employer subscribe to the principles of progressive discipline. The Employer will utilize counseling, oral warning and/ or written reprimands to correct an employee's misconduct or misbehavior unless the Employer determines that the misconduct or misbehavior calls for a suspension or discharge.

- A. The right to discipline or discharge an Employee shall remain at the sole discretion of the Board, but no disciplinary action resulting in loss of pay or discharge shall be made without just cause for non-probationary Employees.
- B. Any Employee who is given a disciplinary action or discharge shall receive written notice thereof which shall state the nature of the offense and the disciplinary action taken.
- C. A grievance, which concerns a disciplinary action or discharge, may be processed initially at one step higher than the person issuing the discipline or discharge.
- D. The disciplined or discharged Employee will be allowed to discuss his/her discipline or discharge with an Association Representative and the Board will make available an area where he/she may do so before he/she is required to leave the property of the Board. In emergency situations the Board has the right to order the Employee to immediately leave the Board's property.
- E. If the Employee desires, an Association Representative may be present with the Employee when the Board representative issues any disciplinary action or discharge.

The District may not rely upon prior discipline more than five (5) years old for the purpose of progressive discipline, but may only rely upon suspensions.

**ARTICLE VIII**  
**Probationary Employees**

- A. New Maintenance Division Employees shall be considered as probationary Employees for the first one hundred forty (140) working days of their employment as Maintenance or Operating Employees. There shall be no seniority among probationary Employees.
- B. The Board may extend the above probationary periods an additional forty- five (45) work days for reasons, which are not arbitrary nor capricious. The Association President shall be notified if an Employee's probationary period is extended. Failure to notify the Association President is not grievable.
- C. The Association shall represent probationary Employees only in respect

to rates of pay, wages, and hours of employment. Issues other than these are excluded from the grievance procedure when relating to probationary Employees.

<b>ARTICLE IX</b> <b>Seniority</b>
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- A. Seniority shall be determined on a Division basis for non-probationary employees and shall be based upon the Employee's length of service within the Division. Seniority in one Division is not considered when an Employee is applying for a position in another Division.

If an Employee in one Division is awarded a position in another Division or the Step-Supply program, the Employee's seniority shall continue to accumulate in his/her former Division until the Employee successfully completes a probationary period in the new Division. After the successful completion of this probationary period, the Employee's seniority in his/her previous Division, minus the seniority granted to the Employee in his / her new Division, shall be frozen.

- B. If an Employee successfully completes the probationary period within a Division, he/ she shall be entered on the seniority list of the Division and shall rank for seniority from the date he/ she started working in the Division. In the event two (2) or more Employees began work in a Division on the same day, their respective positions on the seniority list shall be determined by the drawing of numbers.
- C. The Board shall prepare and issue new seniority lists on or around January 1 of each year that shall be a written list. The seniority list will show the Division, Employee's name, date of hire, date seniority started, job location, and job title of all Employees of the Division entitled to seniority. Fifteen work days from the date a new seniority list is issued it shall become official. Any employee who believes that his/her seniority date or other information contained on the appropriate seniority list is in error must notify Human Resources in writing within those same fifteen workdays. No changes/ corrections shall be made to the seniority lists without such written notification until the next issuance of the seniority list.
- D. Seniority shall not accrue during unpaid leaves of thirty (30) or more working days. For the purposes of this section, absences due to injuries covered by Workers' Compensation are not considered to be unpaid leaves.
- E. All Employees shall hold dual seniority dates. The first shall reflect his/her most recent date of hire by the district.
- F. The second shall reflect his/her most recent date of district employment in their assigned job classification.

**ARTICLE X**  
**Termination of Seniority and Employment**

An Employee's seniority and employment shall be terminated and all rights under the Agreement forfeited for the following reasons:

- A. Discharge, quit, retirement or resignation.
- B. Unauthorized absence of three (3) consecutive work days without notifying the Employer of the reason(s) for not reporting to work and requesting additional approved leave. In the event the Employee is unable to contact the Employer and a licensed physician attests to the fact that the Employee was not physically able to make contact with the Employer, exceptions may be made by the Employer.
- C. If the Employee does not return to work when recalled from lay-off as set forth in the recall procedure.
- D. A lay-off period of eighteen (18) months or for a period equal to the Employee's seniority, whichever is less.

The Employer will send written notification to the Employee's last known mailing address or email address that seniority has been lost and the Employee's employment has been terminated.

**ARTICLE XI**  
**Layoff/Recall**

- A. Lay-offs Shall Be Made On A Division-by-Division Basis: A layoff is a temporary or indefinite termination of employment resulting from the elimination of all of a bargaining unit position(s) in a Division.

Employees who have their seniority placed in abeyance do not have the right to bump.

- 1. Employees within a Division will be laid off based on seniority. Temporary employees shall be laid off first. Probationary Employees with seventy (70) days of probation or less will be laid off second. Next, Employees who have their seniority in abeyance will be laid off followed by probationary Employees with more than seventy (70) days of probationary service completed. All other Employees within a Division shall be laid off in the inverse order of their seniority
- 2. Employees who receive a layoff notice shall have the opportunity within five (5) working days to bump the Employee based on the following factors: (1) seniority status; (2) qualifications; (3) evaluation score with the least seniority in the same classification.

The Employer shall determine if the Employee is qualified.

3. Once the least senior Employee within a classification has been bumped, bumping rights may be exercised over the lowest senior Employee in the next lower classification, i.e. extra duty fireman to fireman. If the lowest senior Employee has more seniority than the Employee being displaced or bumped from the higher classification, bumping rights may be exercised over the least senior Employee in the next lower classification if any.

B. **Displacements:** An Employee is considered to be displaced when the position that they are assigned to is eliminated due to a situation such as a closure of a building or worksite or program where they are assigned.

1. The employer may reassign a displaced employee to a vacancy in the same classification which they are qualified to perform, if one is available.
2. A displaced employee may decline the reassignment and choose to remain in a reduced employment status, if such underemployment is available.
3. A displaced employee who is not reassigned to a vacant position in the same classification may choose to follow the bumping procedures outlined in Article XI A. (1)(2)(3).
4. Displacement and subsequent bumping shall be made on a division- by- division basis.

C. **Bumping into Another Division:** Employees who have had their seniority placed in abeyance do not have the right to bump into another Division. In order for an Employee who is laid-off from a particular Division to bump into another Division the Employee must have seniority in the other Division. The affected Employee shall be entitled to bump the least senior Employee in the other Division provided the Employee's seniority is greater than the least senior Employee in the other Division and if the Employee wishing to bump is qualified to perform the job duties required for the position of the Employee who stands to be bumped. The Employer shall determine whether or not the Employee wishing to bump is qualified based on the job description in question and the previous job experience of that Employee in the previous Division.

D. **Notice of Lay-off:** Employees being laid-off shall have at least seven (7) calendar days' notice in writing, if possible. The local Association President shall receive a list from the Employer of the Employees being laid-off on or about the same time the notices are issued to the Employees. The Employer's failure to forward this list shall have no effect on the lay-offs.

In the event of an unforeseen circumstance or an emergency that causes an interruption of work of five (5) days or less, shall not constitute a lay-off. The notification period, seniority, ability and job qualification provisions shall be waived.

Employees being laid off shall receive all pay due them for work performed prior to and including the day they are laid off at the next regular pay day.

- E. **Unemployment Compensation:** In cases where an Employee receives unemployment compensation for a scheduled work day which was canceled due to conditions not within the control of School authorities and the canceled day is rescheduled, the Employee's compensation for working the rescheduled day will be adjusted. The pay for the rescheduled day, plus the unemployment compensation received by the Employee for the canceled day shall equal the pay the Employee would have received for working the rescheduled day at the regular rate of pay.

If an Employee receives unemployment compensation benefits for any non-scheduled workdays for which the Employee is deemed ineligible to receive such benefits by law or statute, the Employee's pay shall be adjusted for an equal number of paid days using the same method as described in the above paragraph.

## **ARTICLE XII**

### **Divisional Transfers, Vacancies, New Positions and Promotions**

- A. **Transfer:** The Employer may transfer a bargaining unit member to any position within the division. During this transfer, the bargaining unit member will continue to build seniority in their bid classification and will maintain their current wage and bid hours. Even if the hours in the temporary position are less than the employee's bid hours, they will continue to get paid for the full bid hours. If the wage is higher in the transferred position, the bargaining unit member will receive the higher wage for the duration that they are in the position.
- B. **Positions Outside the Bargaining Unit:** If an Employee is transferred to a position with the Employer, which is not included in the bargaining unit, the Employee shall not accumulate seniority while working in the non-bargaining unit position. The seniority in the position from which the Employee was transferred shall be frozen.
- C. Posting and Awarding of Positions:
1. Should the Employer decide to fill a vacancy, it shall be posted for five (5) working days and interested Employees will have the opportunity to bid. The parties to this agreement recognize the Employer's responsibility to place the best qualified person in each vacancy. Seniority within the Division in which the vacancy

occurred, ability qualifications and evaluation score will be considered and given equal weight in the selection process.

2. Applying for Bargaining Unit Positions Outside of the Employee's Division: The parties to this agreement recognize the Employer's responsibility to place the best qualified person in each vacancy. Employees from Divisions other than where the vacant position is located will be considered for placement in the vacant position if no qualified Employee within the Division bids on the vacant position except as noted below for non-Operations Division employees wishing to apply for positions in that Division who have no prior experience in that Division. The Employee's length of service with the Employer, ability, qualifications, evaluation score and attendance record will be considered in the selection process. Non Operations Division employees who have previous Operations Division work experience may apply for Operations Division vacancies.
3. Unless there are extenuating circumstances, which have been communicated to the Association by the Board, the award and assignment of a bid position shall be made within twenty (20) working days following the completion of the posting period.

**D. Limitations of Bid Rights:**

1. An Employee making a successful bid shall hold that position for six (6) calendar months before being eligible to bid on any other position, except those positions that would result in a promotion or increase in regular hours. An Employee making a successful lateral bid shall hold that position for twelve (12) calendar months before being eligible to bid any other lateral position, except those positions that would result in a promotion or increase in regular hours.
2. An Employee who is assigned to a position without bidding on the position is not subject to the bidding rights limitations as described in Sections 1. and 2. above.
3. An Employee shall not be entitled to bid a vacancy or new position if the vacancy or new position is the same shift and classification within the same building or Maintenance Department the Employee is assigned at the time the vacancy is posted.
4. An Employee does not have bid rights into a Division other than the Employee's own Division.
5. **Trial Period for Divisional Awards:** An Employee who has made a successful bid on a posting shall have a trial period of up to sixty (60) actual days worked in the position for the Employer to determine the Employee's ability to perform the duties of that

position to the employer's satisfaction. In the event the Employee cannot attend to all of the essential job duties because of the time of the year, an additional ten (10) days shall be used during an appropriate time of the year. The Employee will be allowed to revert back to the previous classification during the trial period. If the Employee's performance is found to be unsatisfactory in the new position during the trial period by the Employer, the Employee will be placed in the previous classification or position if vacant. The Employee shall notify the Employer and the Association President in writing the reasons for returning to the previous classification; or the Employer shall notify the Employee and the Association President in writing the reasons for returning the Employee back to the previous classification and position if vacant.

If the former position is not vacant or no longer exists, the following shall occur:

- i. In cases where an Employee is not successful in his/ her new Division, the Employee shall be placed in supply or as a substitute in his/her previous Division. The Employee shall receive appropriate supply or substitute rate of pay until he/ she successfully bids into a vacant position.

<b>ARTICLE XIII</b> <b>Leaves of Absence</b>
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**A. General Conditions:**

1. Unpaid Leaves: Except as expressly provided in this Agreement, all leaves of absence shall be without pay. Employer paid fringe benefits (including, but not limited to, vacation, holidays, insurance coverage, etc.) shall not accumulate, or remain in effect during any unpaid leave of absence, except as expressly provided in this Agreement. All accumulated benefits shall be frozen at the beginning of an unpaid leave of absence and shall be available upon return. The Employer for good cause may extend unpaid leaves, not to exceed one (1) year.
2. Paid Leaves: All fringe benefits shall accumulate and remain in effect while an Employee is on an approved paid leave of absence.
  - a. Paid Leave Limitations: Attendant Division Employees hired between October 4, 1975 and January 1, 1998 who work less than four (4) hours per day, shall not be entitled to receive paid sick leave days, paid holidays or paid in lieu of vacation days. The minimum amount of hours worked per day to receive paid sick leave days, paid holidays or paid in lieu of vacation days will increase to

five and one-half (5 1/2) hours per day for Food Service and Attendant Division Employees hired after January 1, 1998.

- b. Food Service Division Employees are eligible for paid leave only as provided in this Article or as otherwise required by law.
3. Deduction of Pay for Unauthorized Absence: In the event of an unauthorized leave of absence, the Employee's pay shall be reduced in an amount proportionate to the amount of lost work time. Such loss of pay does not excuse an Employee from not requesting leave pursuant to contract provisions or District policy and does not preclude the District from disciplining an Employee for unexcused or excessive absences.
4. Requests for Leave: Written requests for leave of absence shall be approved or denied within seven (7) workdays for one week or more of leave or within 48 hours for less than 3 days of leave after the Employer receives them. Leave requests that are not supported by required documentation will be denied, but may at the Employer's option be considered requests for leave under other applicable Sections.

**B. Return From Extended Leave:**

1. Normal Return From Extended Leave:
  - a. Maintenance Divisions: If the leave is eighty (80) workdays or less, the Employee, upon expiration of the leave, will return to the same position held when the leave of absence was granted provided the position is still available. If the leave is for more than eighty (80) workdays and the Employee's position was bid and awarded to another Employee, the Employee, upon expiration of the leave, shall return to work as a supply Employee at the former classification and wage, i.e., supply fireman.
  - b. Early Return from Extended Leave: The Employer has no obligation to provide work prior to the expiration of any leave of absence of more than eighty (80) workdays unless the Employee on leave has provided a written request to return to work ten (10) workdays in advance of the desired date of return to work. If such advance notice is given, the Employee will be assigned to a position, as soon as possible, per the provisions in Paragraph B. one (1.) above. After an extended illness or injury, the Board may also request that the Employee present medical documentation from a physician certifying that the



Employee is able to return to work, and can perform the essential functions of the position in accordance with the bargaining-unit member's job description.

**C. Extended Illness Leave:**

1. Employee Illness: Upon written request with sufficient medical documentation of the Employee's illness or injury and upon the exhaustion of all paid leave benefits, an Employee shall be granted an unpaid personal leave of absence without benefits by the Employer not to exceed one (1) year in duration subject to Board approval. Requests shall be forwarded to the Executive Director of Human Resources and shall include the reason for the leave, sufficient medical documentation and the beginning and end dates of such leave. After an extended illness or injury, the Board may also request that the Employee present medical documentation from a physician certifying that the Employee is able to return to work.
2. Immediate Family Illness: Upon written request with sufficient medical documentation an unpaid leave without pay or benefits up to six (6) months in duration shall be granted for illness in the immediate family. Immediate family shall be defined as a spouse, child, parent, grandparent, brother, sister, father-in-law, mother-in-law, or a relative whose residence is in the Employee's household. Upon request of an Employee, the Board may grant leave allowance even though the person is not within the Employee's immediate family. The Employee is expected to provide the Executive Director of Human Resources a complete explanation of need including sufficient medical documentation.

**D. Paid Bereavement Leave:**

All bargaining unit members shall be eligible to receive bereavement leave as outlined below.

1. If a death occurs among members of an eligible Employee's immediate family or household, the Employee shall be granted three (3) days leave with pay, which shall not be charged to sick leave. (Definition of immediate family for funeral leave only, is wife, husband, son, daughter, brother, sister, son-in-law, daughter-in-law, father, mother, father-in-law, or mother-in-law).
2. If a death occurs among the relatives of an eligible Employee, the Employee shall be granted one (1) day leave with pay, which shall not be charged, to sick leave. (Definition of relatives is grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.)
3. Eligible employees may request paid leave of one half (1/2) day or

less to attend or serve as pallbearers at the funeral of a fellow or former Employee. Such a request may be denied if the Employee's supervisor determines that the absence of the Employee would be detrimental to the operations of the District.

4. Additional unpaid leave may be requested for bereavement reasons. The Employer, at its sole discretion, may approve additional days than what is indicated above. Approval or denial of such a leave request is not subject to the grievance procedure in this Collective Bargaining Agreement.

E. Paid Sick Leave:

1. Employees covered by this Agreement who qualify to receive paid sick leave days shall be allowed one (1) day of sick leave allowance for each month the Employee receives pay (excluding pay from the Sick Leave Bank) in the position. Employees receiving Sick Leave Bank pay shall not be eligible to accrue additional sick days until they have returned to work and have worked twenty-two days. Maintenance Employees who qualify for paid sick leave under this provision are allowed to earn a maximum of twelve (12) sick days each fiscal (benefit) year. Unused paid sick leave allowance shall accumulate to a maximum of one hundred (100) days and be designated "accumulated sick leave allowance." Bargaining unit members who have more than one hundred (100) days accumulated as of June 30, 2017, will retain those sick days greater than one hundred (100) days, but shall not accumulate more days until such time as the accumulation of days falls below one hundred (100) days.
2. Employees who qualify for paid sick leave and regularly work less than eight (8) hours per day shall accumulate paid sick leave at the established rate, pro-rated according to the regularly assigned number of hours worked.
3. Paid sick leave is not intended to be used for an Employee's minor ailments. A minor ailment is defined as a health condition which would not affect the safety of an Employee or of other persons or of property, while performing the essential functions of the Employee's job, except when the Employee is entitled to FMLA leave due to the "serious health condition" of the Employee.
4. Paid sick leave shall be available for use by eligible Employees for the following purposes:
  - a. Quarantine.
  - b. Illness or injury in the immediate family. Immediate family interpreted to mean husband, wife, or children living in the same household or legally responsible to the

Employee.

- c. If an Employee is disabled due to illness, injury and/or pregnancy and is unable to safely perform the essential functions of the Employee's regular job and any other job offered by the Employer which the Employee is otherwise qualified to perform.
  - d. When an Employee has a medical necessity to attend an appointment with a physician, dentist or registered physical therapist, if such medical treatment is only available from a qualified provider during the Employee's work schedule. Where possible, the appointment should be scheduled outside the Employee's work day. As an alternative to approving a paid sick leave request the Employer may offer the Employee a modified work schedule or make-up work opportunities to cover the required time away from work.
5. Employees must report the need for paid sick leave to their supervisors as soon as possible and the Employer may, as a condition of the Employee receiving payment for the usage of paid sick leave, require a completed disability claim form and/ or FMLA medical certification.
6. During any sick leave of more than five (5) consecutive workdays, the Employee must provide their supervisor with updates as reasonably directed by their supervisor.
7. Paid sick leave may be granted in increments of not less than one (1) hour in an amount not exceeding an Employee's accumulated sick leave.
8. Falsification of medical documentation or abuse of paid sick leave benefits is grounds for discipline, up to and including discharge.
9. Employees who are laid off shall have available any unused accumulated sick leave previously earned, effective at the time they are recalled.
10. Holiday during paid sick leave (see holiday provisions).
11. Non -Retirement Sick Leave Pay Out and Exchange for Vacation Days:
  - a. An Employee who has accumulated one hundred (100) or more paid sick days shall have the option of exchanging such excess paid sick days on a two (2) paid sick days for one (1) vacation day basis, not to exceed five (5) additional vacation days per fiscal year (July 1-June 30).

- b. An Employee who has accumulated one hundred twenty-five (125) or more paid sick days shall have the option of exchanging such excessive paid sick days on a cash basis at the Employee's daily rate of pay, not to exceed ten (10) paid sick days per fiscal year (July 1-June 30).

F. Paid Workers' Compensation Leave: An Employee shall be granted Worker's Compensation leave and benefits due to being disabled through job-related illness or injury arising out of employment with the Employer which qualifies under the Michigan Workers' Disability Compensation Act.

1. When the Employee qualifies for Workers' Compensation leave the Employer shall pay, pursuant to the terms and conditions of the paid sick leave language in this Agreement and in combination with the Employee's accumulated sick leave time, a salary supplement. This salary supplement shall be equal to the difference between the Workers' Compensation benefits received by the Employee and the Employee's regular "take home pay" with the following understandings:
2. The Employer shall have no obligation to pay such supplement unless the Employee has filed the required injury/ accident report form concerning the work-related disability, illness or injury in a timely manner.
3. No worker's compensation shall be paid for any injury that does not incapacitate the Employee for a period of at least seven (7) calendar days.
4. For the first thirty (30) days of qualifying for Workers' Compensation benefits the Employee shall advise the Employer of the Employee's election to use accumulated personal sick leave time.
5. Beginning with the thirty-first (31st) calendar day of qualifying for Workers' Compensation benefits the Employee shall be eligible to receive the pay supplement without use of personal sick leave time. This benefit is not to exceed ten (10) months for ten (10) month Employees, or twelve (12) months for twelve (12) month Employees for any one injury or illness. This benefit is available one (1) time only for the same injury.
6. The use of paid sick leave in combination with Workers' Compensation Leave or Workers' Compensation leave alone shall not be considered by the Employer when implementing its sick leave attendance procedures or its promotion transfer procedures or any other similar policy or procedure.

G. **Sick Leave Bank:** A sick leave bank designed to provide Employees who qualify for paid sick days as income protection due to long term physical or mental disability has been established as follows:

1. Each Employee shall contribute one (1) sick leave day to the sick leave bank upon becoming a member of the bargaining unit.
2. A qualified Employee will be eligible to apply for withdrawal of paid sick leave days from the bank if the Employee is disabled due to illness, injury and/or pregnancy and is unable to safely perform the essential functions of the Employee's regular job and any other job offered by the Employer which the Employee is otherwise qualified to perform after the expiration of the greater of: 1) the Employee's accumulated paid sick leave days, or 2) a waiting period of sixty (60) workdays during the calendar year.
3. The maximum withdrawal for any one qualified Employee cannot exceed one hundred fifty (150) paid sick days in a two (2) calendar year period. Also, the maximum withdrawal for a single disability shall not exceed one hundred fifty (150) paid sick days.
4. When an Employee returns to work following a disability, any additional days lost due to the same disability will be compensated without another waiting period, unless six months or more has elapsed since the Employee's return to work.
5. The Board is not liable and will not extend any paid sick leave days beyond the days that are available in the bank. In the event the bank falls below twenty-five (25) days, each Employee will contribute an additional day to the bank. If the Employee does not have accumulated paid sick leave days at the time of the assessment, the one (1) paid sick leave day will be deducted from the Employee's paid sick leave at the beginning of the next fiscal year.
6. Employees who anticipate a need to apply for withdrawal from the sick leave bank are to notify the Human Resources for information regarding the necessary application procedures. Applicants shall be expected to provide medical proof of disability and must be willing to submit to an examination by a physician appointed by the Board, at the Board's expense, if requested.
7. Each application for withdrawal from the sick leave bank will be reviewed by a committee comprised of three (3) Association representatives appointed by the Union and three (3) representatives of the Board. A majority of the Committee Members from the Board and a majority from the Union shall agree to accept or deny the application.
8. "The Sick Leave Bank Review Committee" will be responsible for

developing additional provisions or bylaws relative to the operation of the sick leave bank.

9. Decisions of the Sick Leave Bank Committee are not subject to the grievance procedure in this Collective Bargaining Agreement.

H. **Personal Leave** (All Regularly Scheduled Employees are Eligible): Each fiscal year (benefit year) a regularly employed Employee is eligible to receive paid personal leave equivalent to the number of regularly assigned work hours in three (3) of the Employee's workdays. An Employee's workday is defined as the number of regular work hours (bid hours) assigned to that Employee effective the first work day on or after July 1 of any year. The reason(s) for requesting personal leave need not be stated except as noted below for emergency, illness and injury use. Any request must be made to the Employee's immediate supervisor in writing on an approved form at least forty-eight (48) hours in advance of the date requested, unless an illness, injury or emergency exists which prevents giving the required written notice. Illness, injury and emergency use of paid personal time is conditional upon the employee providing advance notice to the immediate supervisor, if possible, and providing a written statement documenting that giving forty-eight (48) hours advance written notice was impossible.

Use of paid personal leave shall not be construed to relieve an employee of the responsibility to comply with the Employer's required procedures concerning notification of absence from work.

The use of paid personal leave, which is not authorized in advance, shall not insulate an employee from disciplinary action.

Requests for use of paid personal leave may be denied if the absence of the employee would unreasonably interfere with the services to be performed.

Paid personal leave must be used in increments of not less than one (1) hour and shall be paid at the Employee's regular straight time hourly rate, exclusive of premium pay.

If all of the paid personal leave credited to an Employee has been exhausted prior to July 1 of any year no additional paid personal leave will be allowed until July 1 or the Employee's first work day of the new fiscal year.

Only upon the successful completion of an Employee's probationary period may the Employee utilize any paid personal leave.

Unused paid personal leave at the end of any fiscal year (benefit year) or upon the termination of employment for any reason shall automatically lapse and not be paid.

Beginning in the school year 2014-15, all food service employees may request the use of personal leave days during snow days when school is closed for staff and students.

I. **Military Leave (All Regular Employees are Eligible):**

1. **Active Duty:** Employees who enter the military service of the United States shall be granted leaves of absence and reinstatement of employment as required by applicable provisions Sections 4311-4312 of the Federal Uniform Services Employment and Reemployment Rights Act, 38 USC and the Michigan Public Employees Entering Armed Forces Act (MCL 3 5 . 35 1 , et. seq.).
2. Any regular employee who is a reservist or a member of the National Guard who is required to miss work to attend an "annual active duty for training" or to report for active duty in the event of a national or state emergency shall be compensated by the Employer for the difference between the Employee's regular pay and military pay for the time which would have been regularly worked up to a maximum of ten (10) days during any twelve (12) month period. Such payment shall be granted only upon advance notice to the Employer at least seven (7) days prior to the beginning of the month during which the employee's absence will occur. An employee who desires payment shall sign the military pay over to the Employer and the Employer shall make the Employee whole.

J. **Paid Jury Duty Leave:** A jury duty leave shall be granted to any eligible Employee who is obligated to serve as a juror in court. An Employee who is excused from jury service during the Employee's regularly scheduled work hours shall report for work for the remainder of the Employee's workday. The Employee shall receive full pay for the Employee's regularly scheduled hours of work during such leave, provided the Employee informs the Employer within three (3) workdays after receiving a jury summons, and provided the Employee signs over to the Employer all juror fees, excluding mileage received by the Employee.

K. **Paid Board Authorized Leave (All Regular Employees are Eligible):** Employees, when authorized by the Employer, may attend meetings vital to the interests of the schools in the District and may be absent from duty without loss of pay, but may be required to submit; 1) an evaluation of such visit, conference or meeting and 2) evidence of completion.

L. **Child Rearing/Family/Medical Leave:**

1. **Granting of FMLA Leave:** A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to any Employee in accordance with the Family and Medical

Leave Act (FMLA) for the following purposes:

- a. The birth or placement for adoption or foster care of a child within one (1) year of the child's placement or birth;
  - b. Because of a serious health condition of an Employee's spouse, child or parent; or
  - c. Because of the Employee's own serious health condition.
  - d. Care for covered service member with serious illness or injury;
  - e. For qualifying exigencies related to the foreign deployment of a covered service member who is the Employee's spouse, child or parent.
2. FMLA Regulations: FMLA leave of absence shall be subject to and administered in accordance with the FMLA and FMLA regulations. Limitations found under Section 108 of the FMLA - "Special Rules Concerning Employees of Local Educational Agencies" shall apply. The Employer reserves all rights granted to school districts under the FMLA, such as, but not limited to:
- a. The right to substitute all paid leave benefits for unpaid FMLA leave;
  - b. To require medical verification of illness;
  - c. To require a certificate of fitness as a condition for the Employee's return to work;
  - d. To require the twelve (12) weeks of FMLA leave to be aggregated in accordance with the FMLA for Employees who are married; and
  - e. To allow the Employer to define the "twelve (12) month period" referred to in the FMLA as a twelve (12) month rolling period.
3. Eligibility for FMLA Leave: In order to be eligible for a FMLA leave of absence the Employee must meet the eligibility requirements set forth in the FMLA and FMLA regulations.
4. Health Benefits: In accordance with the FMLA, the Employer shall continue group health plan benefits during FMLA leave. This shall not be construed as a waiver of the Employer's right to recoup premium payments from Employees, where permitted by the FMLA or as an agreement to provide health plan benefits greater than would have been provided if the Employee was not on FMLA



leave.

5. Reassignment: If a bargaining unit member exhausts his/her FMLA leave and the bargaining unit member's restrictions preclude them from performing the essential functions of the position with or without accommodation, the District shall determine if there is any position available for the employee for which they qualify, with or without accommodation. If the employer reassigns the member to a non-union position, then the bargaining unit member shall not maintain his/ her previous benefits. If no other position exists, he/ she can be terminated. If a bargaining unit member is unable to return to his/her position for two (2) years, the District may terminate the employee.

M. **Association Leave (All Regular Employees are Eligible)**: Employees who are elected officers of the State or National Association or its Affiliates may be granted a leave of absence without pay not to exceed one (1) year for the purpose of performing duties of the Association or its Affiliates.

N. **Unpaid Administrative Leave of Absence (All Regular Employees are Eligible)**: The Employer or designated representative may authorize an employee to take an administrative leave of absence, without pay or benefits, where such leave would benefit the employee or the Employer. Each request for administrative leave of absence will be considered on its individual merits. The Employer, with the understanding that its decision will in no way establish a precedent, will review the particular circumstances surrounding each request for a leave of absence. The decision of the Employer to grant or deny a leave of absence is final and not subject to the grievance procedure.

O. The Employer shall provide an attendance incentive program for bargaining unit members.

1. All Twelve Month Employees Eligible to Receive Paid Sick Leave Other Than Personal Leave:

- a. Two (2) days of paid administrative leave shall be granted to an employee in hour increments who did not use any paid sick leave during the prior fiscal year

- b. One (1) day of paid administrative leave shall be granted to an employee in hour increments who used up to twenty-four (24) hours of paid sick leave during the prior fiscal year.

Use of the above leave may be requested during the fiscal year in which it is granted and must be used on a non-student day. The leave shall be granted by the Employer unless such absence would unreasonably interfere with the efficient and effective operations of the department.

The request must provide the Employer with at least two (2) or more work days of notice. Employees who qualify for paid administrative leave as described in this section and who retire prior to using the leave shall date his/her retirement such that he/she has used the paid administrative leave prior to the effective date of the retirement.

2. All Employees working less than twelve months who are eligible to receive paid sick leave other than personal leave:
  - a. Two (2) days of additional pay shall be granted to an employee who did not use any paid sick leave days during the past fiscal year.
  - b. One (1) day of additional pay shall be granted to an employee who used between one (1) and three (3) paid sick leave days during the past fiscal year.

The above additional pay shall be issued to a qualifying Employee prior to November 30th of the fiscal year. Employees who qualify for additional pay as described in this section and who retire prior to November 30 shall receive the pay in their last paycheck.

<b>ARTICLE XIV</b> <b>Maintenance Working Conditions</b>
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**A. Work Day and Work Week:**

1. An Employee's permanent bid position work week shall consist of five (5) consecutive eight (8) hour days, Monday through Saturday, with the exception of third shift custodial staff who may be required to work a shift that starts Sunday evening, and except at the Outdoor Education Center, which is a six (6) and seven (7) day operation. In order to staff the Outdoor Education Center efficiently and economically, the work week will consist of five (5) consecutive days with the sixth day being paid at time and one-half and the seventh day to be double time if the time worked is billable see Article XVI (A)(4). If any overtime is required at the Outdoor Education Center, the permanent Employees shall be asked, according to seniority, to work the overtime before a supply person is called in.
2. A Maintenance Employee's work week shall consist of five (5) consecutive eight and one-half (8 1/2) hour days Monday through Friday inclusive. One-half (1/2) hour each day shall be scheduled as an unpaid duty free lunch period.

## **B. Work Shifts:**

### **1. Maintenance Employees:**

- a. Maintenance Employees shall be assigned to a regular shift that will not start before 5 a.m. or after 11 a.m. For temporary shift changes, it is agreed the Employees will be given a two (2) day notice and changes will be in five (5) day blocks. The Employer reserves the right to schedule and modify all days and hours of work for all bargaining unit employees.
- b. The Employer has the right to temporarily place Maintenance Employees on the second shift. Employees will be given two (2) days' notice, except in emergencies, before being placed on the second shift. It is further agreed that each Employee will not work more than twenty (20) days, not counting emergencies, per year on the second shift. Any days over the twenty (20) days, except emergencies, will not be assigned to Maintenance Employees until a Conference Meeting is held and the additional days are mutually agreed to be necessary.

### **2. Maintenance Employees Assigned to a Building:**

- a. The first shift is any shift that regularly starts on or after 4 a.m., but before 11 a.m. The second shift is any shift that regularly starts on or after 11 a.m., but before 7 p.m. The third shift is any shift that starts on or after 7 p.m. but before 4 a.m. It being understood that no Employee's shift will be split to avoid the payment of overtime.

### **3. Mutually Agreeable Building Shift Changes:** The parties agree that, in certain circumstances, it may be mutually beneficial to allow Maintenance and Operation Employees to work shifts of more than eight (8) hours in length. Such shifts may be instituted with the following:

- a. The Association President shall be given a copy of any approved shift change plan. No grievance may be filed related to the shift change agreed to in this paragraph.
- b. It is understood that any such shift change plan shall address the working conditions for affected Employees that would be different from what is found in the Master Agreement.
- c. For affected Employees, while any such shift change plan is in place, the working conditions in the Master Agreement which vary from the working conditions found

in the shift change plan shall be placed in abeyance. The working conditions in the shift change plan are binding on the parties and alleged violations of those working conditions may be resolved through the grievance process in the Master Agreement. No grievance may be filed on the basis that a working condition, found in an agreed to shift change plan, is different than a working condition found in the Master Agreement.

d. Meetings can be held from time to time to make adjustments to the plan.

4. **Emergency Shift Changes:** It is understood that, in the event of a major emergency, such as an energy crisis, all contractual reference to working days, hours, etc. shall have to be adjusted to effectively cope with the emergency. Such adjustments are deemed to be a proper matter for the Conference Committee.

C. **Clean-up:** All Employees will be allowed adequate time before the end of their regular shift to clean up and change their clothing. "Adequate time" shall be interpreted as a five (5) minute period immediately preceding expiration of the shift.

D. **Weekend Trucking:** Trucking within the system that is to be accomplished on weekends will be assigned to Employees unless the work is contracted or done by volunteers. Weekend surveillance will be the duty of the Employer.

<b>ARTICLE XV</b> <b>Overtime</b>
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A. **General Conditions:**

1. Any time worked over an eight (8) hour shift shall be paid at the rate of time and one-half, unless the employee and the supervisor agree to comp time that will occur within the same forty (40) hour work week. In that case, no overtime will be paid.
2. Any time worked over forty (40) hours per week shall be paid at the rate of time and one-half.
3. The employee and the supervisor may mutually agree to comp time in lieu of overtime pay. Comp time that occurs outside of the current 40- hour work week will be permitted at the rate of one and one half hours comp time for each hour of overtime worked.
  - i. The compensatory time shall be mutually agreed upon by both the district and the employee.

- ii. The decision to work to earn compensatory time or overtime shall be made before the time is worked.
  - iii. Compensatory time must occur within one pay period.
4. Double time shall be paid for time worked on Sundays only when the event is billable.
  5. Time worked on holidays shall be paid at the overtime rate of time and one-half unless otherwise specified in this Agreement. Exception s shall be days assigned as floating holidays and days that are part of the employee's assigned work week.

**Note of clarification:** Any Employee who was absent from work without pay during the work week or is on Step #3 of the District's Sick Leave/ Attendance Procedures shall be paid overtime only for actual hours worked over forty (40) per week . Double time and time and a half hours over his / her shift do not apply.

It is understood that overtime is paid only once. Example: When an Employee works over an eight (8) hour shift the Employee is paid as per item one or two above but in no case both.

This note applies to all overtime situations.

**Overtime During Emergencies:**

6. When the Board determines that overtime is necessary on an emergency or call-in basis, the District has the right to assign the least senior person(s) in the affected Department if it cannot locate volunteers.
7. Employees, such as emergency snow removal crew members, required to work other than their shift hours may be granted compensatory time at such times and in such blocks as are mutually agreed upon between the Employee and the Director or Assistant Director of Facilities. Compensatory time off shall be granted in blocks of eight (8) hours, or less if agreed between the Employee and the supervisor. Comp time will replace the Employee's regular shift time. Compensatory time off will be arranged for snow removal crew members and other Employees who work during their regular shift hours and other maintenance and operating Employees are not required to work their regular shift hours assignment. To the extent possible, the compensatory time off shall be scheduled and completed during the pay period it was earned. This paragraph applies to weather emergencies only.

B. **Reporting for Overtime:** The minimal time paid for a call-in is two hours at time and one-half pay if the actual time worked is less than two hours. If between two hours and four hours of actual work is performed,

the pay will be four hours at time and one-half. Time over four hours shall be paid for the actual time worked.

C. **Assignment of Overtime Due to Operation Absences:** If overtime is deemed necessary by the Board it shall be granted from the following sources and in the following order: in-building personnel, and then the General Overtime List.

D. **Equalization of Overtime Hours or Extra Hours Within One Work Site:**

1. If overtime hours become available, they shall be divided as equally as possible among Employees working within the same building or department.
2. A current list showing overtime hours shall be posted within the building or department and shall be made available to those Employees working within that building or department upon request.
3. Overtime lists shall be kept by the Building Engineer, Department Head.
4. When overtime is required, the person with the least number of overtime hours shall be asked first by the Building Engineer, Department Head or in an attempt to equalize overtime hours.
5. For the purpose of this clause, overtime not worked because the Employee did not choose to work, shall be charged against such Employee as if the Employee performed the overtime.

E. **Equalization of General Overtime for Maintenance Employees:**

1. Every Employee within the Maintenance will have the opportunity to have his/her name placed on the "General Overtime List" by filing his/her name with the Office of the Director of Facilities by June 30th and December 31st of each year. The Director of Facilities shall send out forms prior to each of these dates.
2. If overtime work becomes available for Maintenance personnel and no Employee in the department or building where the overtime opportunity exists wishes to, or is able to work, the overtime hours shall be made available by seniority, to those who have indicated a desire to work overtime and shall be divided as equally as possible among the personnel on the General Overtime List.
3. The General Overtime Lists shall be current, compiled and a copy shall be placed on each Association Bulletin Board throughout the system January 1st of each year.
4. A current record will be kept by the Office of the Director of

Facilities of the hours worked by all persons on the "General Overtime List" with a copy posted on the Association Bulletin Board in the Maintenance Department.

5. Refusal of General Overtime on the part of an Employee will result in crediting the Employee with the hours refused just as if he/ she had worked the hours. If the Employee cannot be contacted, this will not be considered a refusal and he/she shall have the opportunity for the next overtime that is available. If management calls an Employee on the General Overtime List and the Employee is unavailable for five (5) times in a six (6) month period his name shall be removed from the General Overtime List. If management does not hear from the Employee they are attempting to contact for General Overtime within ten (10) minutes after making the call, they shall mark said Employee unavailable and proceed to the next Employee on the list. Three (3) refusals of General Overtime shall result by the Employee's name being removed from the current General Overtime List.

## **ARTICLE XVI**

### **Lunch and Break Periods**

#### **A. Maintenance Lunch Periods:**

- a. Maintenance Employees not assigned to a building have a regular shift of eight and one-half (8 ½) hours which includes an unpaid duty free thirty (30) minute lunch period, at which time they are not subject to call.
- b. Maintenance continuing their shift on an overtime basis for at least four (4) hours shall be allowed an additional thirty (30) minute paid break to secure a meal.
- c. Maintenance Break Periods: Maintenance Employees may take a break period of fifteen (15) minutes in the first half of their regular shift and a break period of fifteen (15) minutes in the second half of their regular shift, provided the regular shift is eight (8) hours or more. Break periods are not to interfere with work of an emergency nature and it is understood that Employees are "on call" during such periods.

## **ARTICLE XVII**

### **Holidays**

An Employee whose regular work schedule includes any or all of the following days shall receive a holiday with regular pay for the following:

Independence Day Labor Day Thanksgiving Day  
Day following Thanksgiving  
Five days at Winter Break, as designated each year by the Director of

Facilities or Designee. The District will provide notice of designated winter break days on or before September 1 of each year.

Two days at New Years\*

Good Friday

Memorial Day

\* Three of these days may be floating holidays which Operation and Maintenance Employees may schedule at other times during the year. Such days must be mutually scheduled with the Director of Facilities on the same basis as scheduling vacation time.

Any of the above dates that fall on a day that teachers and students are in session will be transferred to a date the teachers and students are not in session. It is mutually agreed the total number of paid holidays will not be affected by any change of a paid Holiday to another day.

- A. Effective upon ratification an Employee will not receive Holiday pay for the designated Holiday, if he/she does not receive pay for the last work day scheduled by the Employer preceding the Holiday, and the last work day scheduled by the Employer following the Holiday.
- B. When a Holiday is observed by the Employer within an Employee's scheduled vacation, the Holiday will not be considered as a vacation day.
- C. When a Holiday is observed by the Employer while an Employee is on approved paid sick leave, the Holiday will not be charged against the Employee's accumulated sick leave.
- D. An eligible Employee shall receive holiday pay for the number of hours the Employee is normally scheduled to work per day.

<b>ARTICLE XVIII</b> <b>Vacation</b>
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A. **Maintenance Employees:**

- 1. A Maintenance Employee shall earn credit towards vacation with pay in accordance with the following schedule:
  - a. An Employee who has been employed less than one (1) full year shall be allowed five-sixths (5/6) of one working day for each full calendar month of employment prior to July 1st of the first fiscal year worked.
  - b. An Employee having seniority from one (1) through six (6) years shall be allowed ten (10) days of paid vacation.
  - c. An Employee having seniority from over six (6) through twelve (12) years shall be allowed fifteen (15) days of paid vacation.



- d. An Employee having seniority over twelve (12) years shall be allowed twenty (20) days of paid vacation.

2. **Vacation Eligibility:**

- a. Employees who pass their first (1st), sixth (6th) or twelfth (12th) year of seniority between July 1st and November 30th of any year shall be eligible for the number of vacation days for the school year just completed.
- b. Vacation days earned for any fiscal year may be granted no earlier than June 15th.

3. **Scheduling of Vacation Days:**

- a. Vacation days shall be arranged through the Office of the Director of Facilities. Vacation requests must be received a minimum of one (1) week in advance if the request is for more than one (1) day. Requests for one (1) vacation day or one-half (1/2) vacation day must be made a minimum of two (2) days in advance. The Board reserves the right to waive the above advance notice requirement.
- b. Vacation days will be granted at such times during the year as are suitable to both the Employee's request(s) and the efficient and effective operation of the department.
- c. If a conflict arises as a result of more than one vacation request being submitted for the same vacation date(s), vacation days shall be granted according to the date on which the requests were received in the office of the Director of Facilities and Operations with the vacation request received on the earliest date being approved.
- d. If requests are received for the same vacation period or same vacation date on the same day, approval will be based on seniority.
- e. Denial of vacation requests for less than one (1) day is not subject to the grievance procedure.
- f. Up to five (5) vacation days may be held over and applied to following year's vacation period, provided that the Employee indicates his/her intention to do so to the Director of Facilities.
- g. Paid vacation days shall not coincide with regular working days, such that an Employee would receive compensation for both at the same time.
- h. Vacation periods during holidays (see Article XVIII -

Holidays).

- i. "It is mutually agreed that the Employer maintains the right to hire temporary employees."

**4. Vacation Pay Advance:**

- a. An employee who is entitled to two (2) or more weeks of vacation may request an advance paycheck. A written request must be received in the Payroll Office at least eighteen (18) business days prior to the date in question. The employee would then receive two (2) paychecks on the pay date preceding the vacation. Example: A written request for a vacation pay advance must be received in the Payroll Office no later than June 5 in order for an employee to receive an advance paycheck on June 15 that otherwise would have been paid on June 29. Vacation pay advance must be received in the Payroll Office no later than June 5 in order for an employee to receive an advance paycheck on June 15 that otherwise would have been paid on June 29.
- b. Employees who resign and give ten (10) work days' notice shall receive his/her unused vacation days. In case of Employee death, unused vacation days shall be paid to his/her beneficiary.
- c. Employees shall be paid their current rate of pay while on vacation and will receive all benefits provided for in this agreement, during such time.
- d. Employees who retire will be expected to date his/her retirement such that he/ she has used all vacation days prior to the effective date of the retirement.

<b>ARTICLE XIX</b> <b>Insurance</b>
--

**A. Hospitalization-Medical Coverage for Eligible Employees**

The District agrees to pay the statutory cap in effect as of July 1st of each year for the cost of medical insurance for all eligible bargaining unit employees. Employees will pay any cost greater than the statutory cap of their annual medical premium based upon their insurance coverage status (ie; single, two-person, family) which amounts shall be deducted from the employee's compensation on a bi-weekly basis. The Board's medical benefit plan contribution shall not exceed the maximum amounts per plan year as provided in the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. and adjusted annually by the State Treasurer of Michigan.

To the extent allowed by law, the health insurance cap shall first be applied to medical premiums, then second to any payments made by the Board, if any, during the "medical benefit plan coverage year" toward Board reimbursement of co-pays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts for health care costs, health insurance related taxes or fees, and any other payments required to be accounted for under the Publicly Funded Health Insurance Contribution Act. At no time will the District contribute more than allowed by Michigan law.

Medical Coverage Benefits: For implementation January 1, 2020. Employees will have a choice of one of the following five (5) plans:

1. Choices \$500/1000; 0% coinsurance; \$20/\$25/\$50; Saver Rx
2. Choices \$500/\$1000; 20% coinsurance; \$20/\$25/\$50; 3-Tier Rx
3. ABC Plan 1 \$1350/\$2700; 0% coinsurance; ABC Rx
4. ABC Plan 2 \$2000/\$4000; 0% coinsurance; ABC Rx
5. Essentials by MESSA \$375/\$750; 20% coinsurance; \$10/\$25/\$50/\$50/\$200; EbM Rx

Additional Benefits: The following additional benefits will be provided at no cost to the employee:

1. MESSA/Delta Dental Plan  
80/80/80 \$1,000 annual maximum  
Ortho – 80% Ortho \$1,300 maximum
2. MESSA Vision Service Plan VSP3G
3. MESSA Life Insurance \$10,000
4. MESSA AD&D \$10,000

Employees who do not elect the medical coverage shall receive the additional benefits coverage at no cost and will be eligible for a cash in lieu of medical coverage in the amount of \$204 per month for 12 months.

Dual Coverage: The parties agree that dual coverage of medical insurance is prohibited. Employees who are covered by another employer's (i.e., spouse's employer) medical plan shall not be eligible for the Board provided medical coverage.

**B. Proration of Benefits:**

1. Newly hired members employed less than full-time will be required to pay a percentage proration of their health care premium based on their hours worked. Full-time is defined as 35 hours or more per week. All current employees hired prior to July 29, 2011 are not subject to this proration.

**C. Life Insurance and Workers' Compensation:**

1. A group life insurance policy will be furnished each eligible Employee with the face value, 100 percent of the Employee's

salary, with a minimum of \$3,000, the premium to be paid by the Employer. The Policy provides double benefits in case of accidental death and triple benefits in case of death while a passenger on a commercial carrier. At the time of retirement or resignation, the Employee may convert this Group life insurance policy to any standard policy written by the insurance company for the age bracket involved at regular premium rates to be paid by the Employee. The Employee must take a physical examination; if insurable, there is no cost to the Employer, or Employee, for conversion.

2. Any Employee who is injured while in the line of duty shall report the accident to his/her principal and supervisor, immediately. The principal and supervisor, will report the accident to the Human Resources Department. The Human Resources Department will notify the insurance company that carries the Worker's Compensation policy, which covers medical, hospital and surgical benefits as prescribed by law.

D. It shall be the responsibility of the Employee to inform the Employer within thirty (30) days of any change that may affect his/her insurance status.

E. Insurance coverage shall be for the full calendar year, except the Employee who leaves the employment of the Employer for reasons other than retirement.

F. **Tax Deferred Annuities:** The Employer will sponsor a plan of Tax Deferred Annuities with the Employee paying the full cost over and above overhead of operation.

<b>ARTICLE XX</b> <b>Drug/Alcohol Testing</b>
--

A. **Introduction:** Due to the nature of bargaining unit work, if an Employee is under the influence of a drug or alcohol on the job, a serious safety risk is created for students and staff. An Employee's possession, use or sale of an illegal drug or alcohol in the work place poses unacceptable risks for safe, healthful and efficient operations. Except as otherwise provided in this Article, an Employee possessing, using, selling or being under the influence of an illegal drug or alcohol or misusing legal drugs in the work place constitutes grounds for immediate discharge.

B. **Possession, Sale, or Distribution of Alcohol or a Drug:** Except as otherwise provided in this Article, the possession, sale or distribution by an Employee of alcohol or a drug during a work period shall constitute cause for discharge of the Employee. The actual consumption or ingestion of alcohol or a drug by an Employee during a work period shall constitute cause for the discharge of the Employee, irrespective of whether the Employer elects to test the Employee in accordance with this

Article.

- C. **Positive Test Result For Alcohol Or Drugs:** Except as otherwise provided in this Article, a positive test result from a test administered as provided in this Article shall constitute cause for the discharge of the Employee who provided the specimen. If an Employee is taking a prescription medication in conformity with the lawful direction of the prescribing physician, or a non-prescription medication in conformity with the manufacturer's specified dosage, and the Employee has notified the appropriate Director on a form to be provided by the Employer of the use of the prescription or non-prescription medication before any laboratory test is performed on the requested urine specimen, a positive test result consistent with the ingredients of such medication shall not constitute cause for discharge. The Employer may require an Employee to provide evidence that prescription medication has been lawfully prescribed by a physician for the Employee.
- D. **Tampering With Or Substitution Of A Specimen:** Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine specimen, whether the Employee's own specimen or another Employee's specimen, shall constitute cause for the discharge of the Employee who engages in such activity.
- E. **Conditions For Drug Testing:**
1. **Refusal to provide a urine specimen:** An Employee's physical inability to provide a urine specimen shall not be considered to be a refusal to provide the specimen. Employee must request an alternate method for testing. An Employee's refusal to provide a urine specimen or alternative method for laboratory testing, when requested by the Employer in accordance with the provisions of the Article, will constitute cause for discharge of the Employee.
  2. **Reasonable suspicion:** The Employer may require an Employee to supply a urine or alternate sample for testing if the Employer has a reasonable suspicion that: (a). an Employee has alcohol or a drug present in his/her body during a work period; or (b). that an Employee was in possession of, sold or distributed alcohol or a drug during a work period.
  3. **Post-accident and near miss incident testing:** The Employer may require an employee to supply a urine sample or alternate method for testing if the Employee is involved in an accident or a near miss incident during a work period.
  4. **Medical exams:** The Employer may require an Employee to supply a urine sample for testing during any medical examination to determine the entitlement to workers' compensation benefits, disability benefits or return to work from a leave of absence.

**ARTICLE XXI**

**Duration**

- A. This Agreement supersedes all previous agreements between the parties and shall become effective July 1, 2019, and shall remain effective until the 30<sup>th</sup> day of June, 2022, except as noted in the paragraph below. The Association and the District agree to re-open the contract for wages and insurance for the 2021-2022 school year.

If an Emergency Manager is appointed by the State of Michigan under the Local Financial and Stability Choice Act, 2012 PA 436, the Emergency Manager may reject, modify or terminate the collective bargaining agreement in his/her sole discretion.


**For Battle Creek Public Schools**

  
Name

Superintendent  
Title

Date: 10/28, 2019

**For Battle Creek Education  
Support Personnel, MEA/NEA**

  
Name

BCESPA - PRESIDENT  
Title

Date: Oct. 28, 2019

**APPENDIX A**  
**Salary Schedule**

- A. Effective September 1, 2019, a longevity schedule shall be implemented as follows for the fiscal year 2019-20 only.

Skilled Maintenance Longevity	\$500.00
Food Service Longevity	\$250.00

Employees who qualify for the above stipend will be issued the stipend on the first payroll of November 2019.

- B. For the 2019-2020 school year a 3% raise (as illustrated below) will take effect November 1, 2019.

**Maintenance Division**

	Step I	Step II	Step III
Department Head		\$ 20.79	\$ 22.62
Maintenance I	\$ 19.17	\$ 19.97	\$ 21.58
Maintenance II	\$ 17.12	\$ 17.96	\$ 19.44
Maintenance III	\$ 16.14	\$ 16.97	\$ 18.45
Mechanical Engineer	\$ 19.17	\$ 19.97	\$ 21.58

**Food Service Division**

Assistant Cook	\$ 10.28	\$ 10.79	\$ 11.69
Cook/Cook Elementary	\$ 10.54	\$ 11.36	\$ 12.26
Extra Duty Manager	\$ 13.09	\$ 13.88	\$ 14.80

- C. For the 2020-2021 school year a 2% raise (as illustrated below) will take effect July 1, 2020.

**Maintenance Division**

	Step I	Step II	Step III
Department Head		\$ 21.20	\$ 23.07
Maintenance I	\$ 19.55	\$ 20.37	\$ 22.01
Maintenance II	\$ 17.46	\$ 18.32	\$ 19.82
Maintenance III	\$ 16.46	\$ 17.31	\$ 18.82
Mechanical Engineer	\$ 19.55	\$ 20.37	\$ 22.01

**Food Service Division**

Assistant Cook	\$ 10.48	\$ 11.01	\$ 11.92
Cook/Cook Elementary	\$ 10.75	\$ 11.59	\$ 12.50
Extra Duty Manager	\$ 13.35	\$ 14.16	\$ 15.10

- D. For the 2021-2022 school year, we will have a re-opener for wages and insurance only

<b>APPENDIX B</b> <b>Protective Clothing</b>
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- A. If any Employee is required to wear protective clothing or any type of protective device as a condition of employment, the Employer shall furnish such protective clothing or protective device to the Employee. The cost of maintaining the protective clothing in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the Employer. The Employer shall decide at its sole discretion which articles of clothing and/or protective devices it shall provide under this language.



## **APPENDIX C**

### **Retirement**

- A. In order to be eligible to receive a sick leave pay out upon retirement the Employee must have been employed by the Battle Creek Schools for ten (10) years (including Board approved leaves of absence and must qualify for retirement benefits under MPSEERS guidelines.
- B. If a bargaining unit member is at least 50 years old, and has at least 30 years of district employment by June 30, then they receive a 100% payout of up to ninety days of unused sick leave at the bargaining unit member's current rate of pay upon retirement.

If a bargaining unit member is at least 50 years old and has at least 20-29 years of district employment by June 30, then they receive a 60% payout of up to ninety days of unused sick leave at the bargaining unit member's current rate of pay upon retirement.

If a bargaining unit member is at least 50 years old and has at least 15-19 years of district employment by June 30, then they receive a 40% payout of up to ninety days of unused sick leave at the bargaining unit member's current rate of pay upon retirement.

If a bargaining unit member is at least 50 years old and has less than 15 years of district employment by June 30, then they receive a \$1500.00 payout upon retirement.

Any employee taking advantage of this provision must have taken care of all necessary paperwork to make the retirement official, including a letter of resignation for retirement purposes to the Board of Education and a request for the final salary affidavit within two (2) weeks of the effective retirement date to ORS.

- C. In case of death before retirement, the regular refund is to be paid to the beneficiary designated by each person. If further detailed information is required, inquire at the Business Office, Second Floor, and Willard Library Building.
- D. Employees who qualify for retirement sick leave pay per this Article and who have paid sick leave days credited to their account in excess of ninety (90) days may donate those accumulated excess paid sick leave days to the sick leave bank described in Section G of ARTICLE XIII with the following understandings:
  - 1. An Employee may donate up to ten (10) paid sick leave days.
  - 2. The accumulated paid sick leave days in the sick bank may not exceed two hundred fifty (250).
  - 3. Paid sick leave days donated by members of the bargaining unit during any fiscal year may not exceed seventy-five (75).
  - 4. A donation of excess paid sick day(s) must be identified by the employee in the written letter/notice of retirement to the Employer

and the donation date will be the last day of the Employee's employment.

- E. Employees not eligible for the retirement benefit outlined above shall be paid a stipend of One Thousand Five Hundred Dollars (\$1,500) provided they have been employed with the District for twenty (20) or more consecutive years, resigns and can immediately receive benefits from the Michigan Public School Employee Retirement System.

**APPENDIX D**  
**Custodial & Food Service**

- A. This appendix contains sections of the contract that have been removed from the body of the contract and still apply to the remaining employed Food Service employees and to any future Food Service employees that may be directly hired by the District. This section of the contract applies and will be returned to the body of the contract should the District In-source its Food Service and Custodial employees.
- B. The following food service employees will not be privatized, and continue to be employed in their current position by the District through June 30, 2024. Open positions within the group will first be offered to the remaining employees prior to privatization or elimination of the position. They may apply for any other position within the district for which they are qualified.

Mary Horn  
Sheri Heffron  
Cecilia Morris  
Kimberley Parrish  
Clara Parris  
Rebecca Pierce  
Tammi Braman  
Erin Bayha

**ARTICLE VIII**  
**Probationary Employees**

- A. New Food Service Division and Attendant Division Employees hired in the units shall be considered as probationary Employees for the first ninety (90) working days of their employment as Food Service or Attendant Employees. There shall be no seniority among probationary employees.

**ARTICLE IX**  
**Seniority**

- A. Seniority for the Food Service Division shall be based on the following classification/current assignment:
  - 1. Extra-Duty Manager
  - 2. Cook
  - 3. Cook Elementary
  - 4. Cook Assistant

If there is a dispute concerning seniority, the conflict should be resolved by Section A above.

**ARTICLE XI**  
**Layoff/Recall**

**E. Divisional Recall Rights:**

- a. Laid off Employees shall be placed on a Divisional Lay-Off/Recall list

for eighteen (18) months or for a period equal to the Employee's seniority, whichever is less.

- b. When the work force is increased or vacancies occur after a lay-off, Employees shall be recalled by Division using the inverse order of the lay-offs provided that the Employee has the ability and possesses the qualifications found in the appropriate job description. Notice of recall shall be sent to the Employee's last known address by registered or certified mail. If an Employee fails to report for work within five (5) calendar days from the date of mailing of the notice of recall, this shall constitute the Employee's resignation and employment shall automatically terminate. Extensions will be granted by the Board at the sole discretion of the Board.
- c. When meals are not served in a building(s) due to the building's schedule and meals are being served in other buildings, the time not scheduled for work does not constitute a lay-off for affected Food Service Division Employees.

## **ARTICLE XII**

### **Divisional Transfer, Vacancies, New Positions and Promotions**

E. **Trial Period for Divisional Awards:** An Employee who has made a successful bid on a posting shall have a trial period of up to sixty (60) actual days worked in the position for the Employer to determine the Employee's ability to perform the duties of that position to the employer's satisfaction. In the event the Employee cannot attend to all of the essential job duties because of the time of the year, an additional ten (10) days shall be used during an appropriate time of the year. The Employee will be allowed to revert back to the previous classification during the trial period. If the Employee's performance is found to be unsatisfactory in the new position during the trial period by the Employer, the Employee will be placed in the previous classification or position if vacant. The Employee shall notify the Employer and the Association President in writing the reasons for returning to the previous classification; or the Employer shall notify the Employee and the Association President in writing the reasons for returning the Employee back to the previous classification and position if vacant.

If the former position is not vacant or no longer exists, the following shall occur:

1. The returning Maintenance or Operating Employee shall assume supply duties until awarded a position. If no such award occurs within six (6) months, the Employee will be reclassified as a Custodian II Employee.
2. The returning Food Service Division or Attendant Employee shall replace the lowest seniority Employee in that classification with the number of regular bid hours equal to or less than the previous position the Employee held. The returning Employee may not replace any Employee with equal or more seniority and if there is no Employee with less seniority the returning Employee shall be placed on the appropriate supply list.

3. In cases where an Employee is not successful in his/ her new Division, the Employee shall be placed in supply or as a substitute in his/her previous Division. The Employee shall receive appropriate supply or substitute rate of pay until he/ she successfully bids into a vacant position.

<b>ARTICLE XIII</b> <b>Leaves of Absence</b>
---

**B. Return From Extended Leave:**

1. Normal Return From Extended Leave:

- a. Maintenance Divisions: If the leave is eighty (80) workdays or less, the Employee, upon expiration of the leave, will return to the same position held when the leave of absence was granted provided the position is still available. If the leave is for more than eighty (80) workdays and the Employee's position was bid and awarded to another Employee, the Employee, upon expiration of the leave, shall return to work as a supply Employee at the former classification and wage, i.e., supply fireman. If an Operations Division Employee is not awarded a position within six (6) months, the Employee will be reclassified as Custodian II Employee.
- b. Food Service Division: If the leave is eighty (80) workdays or less, the Employee, upon expiration of the leave, will return to the same position held when the leave of absence was granted provided the position is still available.

If the leave is for more than eighty (80) workdays and the Employee's position was bid and awarded to another Employee, the Employee, upon expiration of the leave, shall either bump a less senior Employee with the same or fewer number of hours in the same classification or, if the returning Employee declines to bump the identified less senior Employee, be placed on the food service list. Attendant Division: The Employee, upon expiration of the leave, will return to the same position held when the leave of absence was granted provided the work is still available.

**E. Paid Sick Leave:**

1. Employees covered by this Agreement who qualify to receive paid sick leave days shall be allowed one (1) day of sick leave allowance for each month the Employee receives pay (excluding pay from the Sick Leave Bank) in the position. Employees receiving Sick Leave Bank pay shall not be eligible to accrue additional sick days until they have returned to work and have worked twenty-two days. Attendant and Food Service Division Employees who qualify for paid sick leave under this provision are allowed to earn a maximum of ten (10) sick days each school year. Maintenance and Operating Division Employees who qualify for paid sick leave under this provision are allowed to earn a maximum of twelve (12) sick days each fiscal

(benefit) year. Unused paid sick leave allowance shall accumulate to a maximum of one hundred (100) days and be designated "accumulated sick leave allowance."

Bargaining unit members who have more than one hundred (100) days accumulated as of June 30, 2017, will retain those sick days greater than one hundred (100) days, but shall not accumulate more days until such time as the accumulation of days falls below one hundred (100) days.

<b>ARTICLE XIV</b> <b>Maintenance Working Conditions</b>
---

A. Operations Employees Assigned to a Building:

1. The first shift is any shift that regularly starts on or after 4 a.m., but before 11 a.m. The second shift is any shift that regularly starts on or after 11 a.m., but before 7 p.m. The third shift is any shift that starts on or after 7 p.m. but before 4 a.m. It being understood that no Employee's shift will be split to avoid the payment of overtime.
2. All Engineers shall be assigned the first shift by the Director of Facilities or his/her designee, which will start after 5 a.m. and before 8 a.m. and continue for eight (8) consecutive hours. Director of Facilities or his/her designee must give the building engineer three (3) days' notice before changing the starting time, except in emergencies.
3. Equalization of General Overtime: If an operating Employee in a two-man building is off for an extended period, on vacation or sick, and the supply list is exhausted, the person on the General Overtime List shall be allowed to work no more than three (3) consecutive days. He/ she shall then be by-passed for General Overtime until the General Overtime is equalized among the rest of the Employees on the list.

B. Catering Work for Food Service Division Employees: The selection of the site for catering food shall remain at the sole discretion of the Director of Food Services. When catering becomes available, the preparation of the food and transportation of the food and/or supplies, if necessary, will be offered to the Food Service Division Employees at the site of the food preparation. The Food Service Division Employees at the site where the catering is to be performed will be offered the work of serving, cleaning-up, and transporting food and/or supplies to the preparation site, and may be asked to perform other necessary responsibilities as deemed by the Director of Food Services or his/her designee. If there are no employees at the site where the catering is to be performed, the work of serving and clean-up shall be offered to the employee(s) who prepared and transported the food. If an offer of work is refused, the work shall be offered to those Food Service Division Employees who have signed up for the General Extra Hours List. Any Food Service Division Employee will have the opportunity to have his/her name placed on such list by filing his/her name with the Director of Food Services by September 1st and January 1st each school year. The General Extra Hours List shall be compiled by seniority by the Director of Food Services and sent

to the Food Service Division managers by October 1 and February 1 each school year.

- C. The Director of Food Services, or his/her designee, shall maintain a record of the number of hours worked by those Food Service Employees on the General Extra Hours List. The offer of General Extra Hours will be done in an equitable manner to the most reasonable extent possible within the school year.
- D. Refusal of working available General Extra Hours will result in charging that Employee with the hours refused as if he/she had worked the hours. Three (3) refusals of General Extra Hours shall result in that Employee's name being removed from the General Extra Hours List. Being unavailable to work shall be considered the same as a refusal. For purposes of this section, overtime shall be paid for those hours worked over 40 hours/week.

## **ARTICLE XVI**

### **Lunch and Break Periods**

- A. Employees working less than four (4) hours will receive no break periods and no lunch periods.
- B. Employees working four (4) hours but less than six (6) hours will receive fifteen (15) minutes for a break period. Employees working more than a five (5) hour shift may take a fifteen (15) minute lunch period while remaining on duty.
- C. Employees working six (6) hours but less than seven (7) hours will receive a total twenty (20) minutes for a break period(s). These Employees are entitled to a twenty (20) minute lunch period while remaining on duty.
- D. Employees working seven (7) or more hours will receive a total of thirty (30) minutes for two break periods of fifteen (15) minutes in length. These Employees will receive a twenty (20) minute lunch period while remaining on duty.
- E. Break periods are not to interfere with work of an emergency nature and it is understood that Employees are "on call" during such periods.
- F. Both parties agree that work schedules and production may interfere with break periods from time to time. Employees are encouraged to take their breaks on a regular basis when practical.

## **ARTICLE XVIII**

### **Vacation**

- A. Food Service Division Employees and Attendants - Paid Leave in Lieu of Vacation:
  - 1. Employees will not earn paid leave in lieu of vacation days in one year for payment in the following year.

Employees who work less than twelve (12) months, and have completed one (1) full year of employment with the Employer, shall

be eligible for paid leave in lieu of vacation days. Bid hours employees work must be five and one-half (5.5) hours or more.

- a. Employees hired prior to July 1, 1997, shall receive the same number of paid leave in lieu of vacation days that he/ she received in December 1996, and shall continue to be paid that number of days until such time that the Employee becomes eligible for a greater number of days based on the following schedule: In order to be eligible for this provision, the employee must work five and one-half (5.5) hours.

Number of Years of Seniority	Paid Leave in Lieu of Vacation Days
1-3	2
4	3
5	4
6	5
7-8	6
9-10	7
11-12	8
13-14	9
15-16	10
17-18	11
19-20	12
21-22	13
23-24	14
25 or more	15

- b. Employees hired after July 1, 1997, shall receive paid leave in lieu of vacation based on the schedule indicated above in subparagraph "a".
  - c. Employees eligible for paid leave in lieu of vacation shall receive half (½) of his/her paid days prior to November 30th and half (½) prior to January 30th.
  - d. Employees eligible to receive a greater number of paid in lieu of vacation days in December of 1998, based on the 1990-95 Agreement "schedule", shall receive two additional paid leave in lieu of vacation days and shall continue to receive that number of days until eligible for a greater number of days, based on the schedule in "a" above.
2. Twelve (12) month Food Service Division Employees at the Outdoor Education Center shall be eligible for paid vacation days per Section A, Subsection 1 of this Article.
- a. Twelve (12) month Employees eligible for more than five (5) days of paid vacation may be asked to take the remainder of their vacation days when there are no activities scheduled at the Outdoor Education Center.
  - b. Vacation pay shall be received in the pay period in which the vacation days are taken.



3. Employees normally employed less than an eight (8) hours per day or forty (40) hours week will receive compensation in lieu of vacation days on a pro-rated basis in proportion to time worked and years of service.
4. Employees will not receive compensation in lieu of paid vacation days at the time of retirement, because he/ she has not earned days in one year for the subsequent year.
5. Effective on the date of ratification and going forward, newly hired Employees will no longer have the benefit described in Article XVIII (B)(1)(a&b), (B)(2)(a&b) and (B)(3)(4).

<p><b>ARTICLE XIX</b> <b>Insurance</b></p>
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**C. Proration of Benefits:**

1. Food Service and Attendant Employees hired after September 30, 1990 but before January 1, 1998 who work 20 or more hours per week, but less than 35 hours per week, will have the option of selecting health insurance and/or dental insurance on a prorated basis. The Employer's portion of the premium will be based on the formula:
2. Hours worked per week/35 hours, multiplied by annual insurance premium= Employer's annual portion.
3. The Employee will pay the difference between annual premium and Employer's portion of the premium. The Employee's portion will be made through payroll deduction.

**Classification and Rates – Attendant and Custodial Divisions**

**ATTENDANT DIVISION**

Attendant	\$13.27	\$14.24
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**OPERATIONS DIVISION**

Custodian, First Shift	\$15.20	\$16.01	\$17.44
Custodian, Second Shift	\$15.45	\$16.26	\$17.67
Custodian, Third Shift	\$16.26	\$16.85	\$18.30
Fireman	\$16.26	\$17.05	\$18.52
Extra Duty Fireman	\$16.73	\$17.55	\$19.00
Engineer	\$16.87	\$17.67	\$19.16
Extra Duty Engineer	\$17.97	\$18.74	\$20.26
Stage Manager	\$17.54	\$18.33	\$19.84

Effective August 1, 2016, Food Service Commissary Driver, previously classified as a Maintenance III, semi-skill position, within the Maintenance Division will be transferred from the Maintenance Division to the Operations Division. The Food Service Commissary Driver salary schedule will remain at the Maintenance III schedule. The number of work days per year will be reduced to match the Food Service program where the driver is assigned to work. The employee's seniority in this job classification will continue with the Operations Division.

## **Food Service Division**

For a Food Service Division employee who is on the top step of his / her respective salary schedule, the number of bargaining unit bid hours assigned to the employee on his/her first day of work during his/her work year shall be used to compute the total number of work hours assigned to the employee during the work year . The total number of bargaining unit work hours assigned in the employee's work year shall be multiplied by the current hourly rate of pay for the appropriate top step. This money figure shall be multiplied by .03. The resulting money figure shall be paid in a lump sum to each qualifying Food Service Division employee on the second (2nd) payroll date in January. It is understood that an employee who is absent without pay for more than ten (10) workdays in any calendar year preceding the lump sum payment shall have the above lump sum payment reduced proportionately.

Any Employee new to the Food Service Division (hired or transferred) on or after January 5, 1998 will have available to him/her steps one and two only.

### **A. Uniform Reimbursement for Food Service Division Employees:**

1. Food Service Employees working two (2) but less than four (4) hours per day will receive up to forty dollars (\$40) per year.
2. Food Service Employees working four (4) or more hours per day will receive up to eighty dollars (\$80) per year.

Receipts must be submitted to the Food Service Director in order to receive reimbursement.

The District will meet with a committee of Food Service Employees to discuss a standardized uniform policy. The District will make the decision regarding the standardized uniform policy.

### **B. Summer Employment:** Temporary Employees hired for summer employment may be established with a rate of pay at a minimum of Step#4 of the Step-Supply wages.

It is agreed that ten (10) month attendant, and Food Service personnel shall be eligible to apply. No employment benefits, i.e. vacation, sick leave, etc. will be granted during summer employment.

### **C. Mileage Reimbursement:** An Employee may be required to use his/her personal vehicle in emergency situations to transport personnel and supplies during working hours. The District will reimburse the Employee at the current year IRS business rate.

### **D. Longevity:** Effective July 1, 2007, a longevity schedule shall be implemented as follows:

1. 15 plus years of service within the bargaining unit from the last date of hire - payment of \$ 150.

Employees who qualify for the above stipend during any fiscal year will be

issued the stipend on the last payroll date in June each year. The above amounts shall be reduced on a pro-rata basis if the employee is on unpaid leave or layoff during the current fiscal year for more than ninety (90) work days.

**APPENDIX**

**Twelve (12) Month Food Service Division Employees**

**(Excludes All Other Food Service Division Employees and All Employees of Other Divisions)**

It is mutually agreed that twelve (12) month Food Service Division Employees shall be covered under the language covering Maintenance and Operating Personnel for Vacation Article XVIII, Section A of the Agreement.

It is mutually agreed that Food Service Division Employees with more than five (5) working days' vacation eligibility may be requested to take the remainder of their vacation time when there are no scheduled activities at the Outdoor Education Center.

**LETTER OF AGREEMENT**  
**Between**  
**BATTLE CREEK PUBLIC SCHOOLS**  
**And**  
**THE BATTLE CREEK EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**  
**SCEA/MEA/NEA**

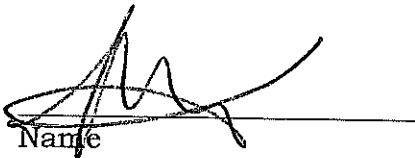
**MAINTENANCE EMPLOYEE SHIFTS**  
**2019-2022**

Based upon the operational needs of the department and the desires of employees, the parties agree that maintenance employees may work ten (10) hour shifts four (4) consecutive days a week, either Monday through Thursday, or Tuesday through Friday. Under this agreement, employees will receive overtime for hours worked in excess of ten (10) in a day, or forty (40) during the work week. Holidays will continue to be paid at eight (8) hours per day.

The parties therefore agree that Article XIV, Maintenance Working Conditions, Article XV Overtime, and any other articles inconsistent with this Agreement shall be amended as set forth for the duration of the current Bargaining Agreement ending June 30, 2022. This agreement may be extended for any duration by mutual agreement of the parties.

**For Battle Creek Public Schools**

**For Battle Creek Educational  
Support Personnel, MEA/NEA**

  
Name

  
Name

Superintendent  
Title

BCESPA - PRESIDENT  
Title

Date: 10/28, 2019

Date: Oct. 28, 2019