

**Hall Monitor Negotiations
Board Global Proposal #9
September 12, 2018**

The Board of Education reserves the right to make additional adjustments, as well as the right to alter or modify any of the proposals contained herein, based upon economic necessity, direction from Treasury, or any other material changed circumstances.

**ARTICLE IV
WAGES**

A. WAGE SCALE

For the 2018/2019 school year, the wage scale shall be restructured and employees shall remain on their current step.

2017/2018 (Effective Upon Ratification)

First	\$10.00
Second	\$10.30
Third	\$10.89
Fourth	\$11.48
Fifth	\$12.05
Sixth	\$12.61

\$1.00 more per hour for Neighborhood Liaison positions, High School Behavior Intervention Coordinator positions and Middle School RTP positions.

~~A one-time, off-schedule, lump-sum payment of \$200 shall be paid to all members by August 11, 2017.~~

B. Employees will receive credit for their previous experience for Wage Scale purpose.

C. The parties recognize and agree that an administrator may ask a staff member to substitute in those positions paid \$1.00 more per hour based upon the responsibilities (Neighborhood Liaison, High School Behavior Intervention Room, Middle School RTP). When an administrator asks a staff member to cover in this way for a period not less than a full day, the following will occur:

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

D. CPR Training/Certification: Bargaining Unit members who obtain and maintain valid CPR and First Aid certification (American Red Cross or American Heart Association) shall be compensated an additional \$0.10 per hour. Valid certificate must be maintained on file at all times in the Human Resources Department. For those who currently hold certification, with the ratification by both parties, the increase will begin September 15, 2015. There will be no retroactive payment.

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

TA 9/14/18
Quinn Stross
Kimberly Dukusik 9/14/18

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**ARTICLE VI
PERSONAL LEAVE** ✓

Employees shall receive ~~five (5)~~ seven (7) personal leave days per year of this Agreement. When possible, advance notice must be given. Personal leave days cannot be used the first or last day of the school year, the first work day before or after a holiday, or the first work day before or after vacations.

~~The five (5) personal leave days per the 2017-18 school year~~, if unused, will accumulate in the member's personal balance of days. Accumulated days shall be reported on the payroll forms and will be available in the office of the immediate supervisor. Upon request by the member, on an annual basis, up to five (5) allotted personal leave days that remain unused may be cashed in to the District and paid out at the rate of \$50.00 per day at the end of the academic school year.

Upon the retirement/resignation of a member who has at least ten (10) years of Bay City Public Schools service, the member shall receive upon severance the following: One (1) day's pay for each day of accumulated personal leave for the first ninety-six (96) days. One half (1/2) day's pay for each accumulated personal leave day beyond ninety-six (96) days up to 125 days. Members hired after October 1, 2018 shall not be eligible for the retirement/resignation payout.

~~For the 2017-18 school year only, members will receive one (1) additional personal leave day.~~

1. A maximum of three (3) days with pay will be given for a death in the immediate family: spouse, father, mother, children, sister, brother, father-in-law, mother-in-law, grandchildren, and grandparents. The member must provide a copy of the obituary/funeral card to the Human Resources and Employee Relations department in verification of absence.

2. Jury Service - A member called for jury duty shall be compensated for the difference between the member's pay and the pay received for the performance of such obligation. The member must submit the appropriate documentation providing the pay received for jury duty to the Human Resources and Employee Relations department.

3. An unpaid leave of absence for a minimum three (3) of months and up to one (1) year shall be granted upon application to the Director of Human Resources and Employee Relations for any reason important to the Unit member except for employment outside the District. The employee shall return with all seniority and benefits enjoyed at the time the leave was granted. If the Unit member wishes an extension or desires to return to work, notice must be received, in writing, by the Director of Human Resources and Employee Relations at least thirty (30) sixty (60) calendar days prior to the termination date of the leave. Extensions may be granted at the discretion of the Director of Human Resources and Employee Relations and the decision is not subject to the grievance process.

**ARTICLE XXI
DURATION OF AGREEMENT**

One-year contract through June 30, 2019.

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KD 9/14/18

ARTICLE V
HOLIDAYS

For the life of this Agreement, employees shall receive seven (7) paid holidays for each school year. The 7 holidays shall be Thanksgiving Day, Christmas Eve, Christmas Day, New Years' Eve, New Years' Day, Good Friday, and Memorial Day.

Employee's shall receive the day after Thanksgiving as a paid day, but not worked.

Administration agreed with Union proposal dated June 12, 2018.

TA 6/22/18
Jennifer Stussy
Kim Dubanski 6/22/18

ARTICLE IX
HOURS OF WORK

EVALUATION OF STAFF ✓

Staff will be evaluated on an annual basis prior to the end of the school year June 30th.

PROFESSIONAL DEVELOPMENT (new section) ✓

Employees shall receive a minimum of two days of professional development each school year on non-student days.

Administration agreed with Union proposal dated June 12, 2018.

TA 6/22/18
Jennifer Guiss
Ken Dubanski 6/22/18

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ARTICLE VII ✓
AGENCY SHOP

SECTION 1:

A. ~~Any employee covered by this Agreement who is a member of the Union, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Union, as permitted by law. Said authorization shall remain in effect from year to year unless revoked in writing. The employee may authorize payroll deduction for membership dues or fees.~~

B. ~~With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees that the dues and fees deducted will be remitted monthly to the Union, as permitted by law. The Union agrees to furnish any information needed by the Board to fulfill the provisions of this Article not otherwise available to the Board.~~

C. ~~The Union agrees to hold the Board harmless from any costs, awards, damages, fees and/or assessments as a result of the implementation of this Article.~~

TA 6/22/18
Jennifer Ruiz
Kim Dzakowski 6/22/18

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**ARTICLE XIV
GRIEVANCE PROCEDURE**

A. A "grievance" is a claim that there has been a violation, misinterpretation or inequitable application of the specific expressed term of the agreement. The Union and employees agree not to process a grievance in which the same or similar issue is being processed to the Michigan Employment Relations Commission, the Equal Employment Opportunity Commission, the Fair Employment Practices Commission or any other judicial or quasi-judicial body.

B. In the event that a member believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal.

C. If, as a result of the informal discussion with the Building Principal and/or Supervisor or designee, a grievance still exists, he/she may invoke the formal Grievance Procedure through the Union on the designated form, signed by the grievant and a representative of the Union, which form shall be available from the Union Representative in each building. A copy of the grievance form shall be delivered to the Principal. If the grievance involves more than one (1) school building, it may be filed with the Superintendent, or a representative designated by him/her.

D. The grievance must be filed in writing within five (5) days of the alleged violation. The Principal shall then meet with the Union in an effort to resolve the grievance within seven (7) days. The Principal shall indicate his/her disposition of the grievance in writing within seven (7) days of such meeting, and shall furnish a copy thereof to the Union.

E. If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within seven (7) days of such meeting, the grievance may be transmitted to the Superintendent. Within seven (7) days, the Superintendent or his/her designee shall meet with the Union on the grievance and shall indicate his/her disposition of the grievance in writing within seven (7) days of such meeting, and shall furnish a copy thereof to the Union.

(When "days" are used in paragraphs D. & E. above, it shall exclude Saturdays, Sundays and holidays.)

F. If the Union is not satisfied with the disposition of the grievance by the Superintendent, or his/her designee, or if no disposition has been made within ten (10) calendar days of such meeting, the grievance may be submitted to arbitration within ten (10) calendar days of such answer or when such answer was to be given. When notice is sent to the American Arbitration Association, it must be simultaneously sent to the Superintendent.

G. The Arbitrator shall be selected by the parties from a list of fifteen (15) names furnished in accordance with the rules of the American Arbitration Association (AAA). Each party shall be permitted to strike the remaining arbitrator shall thereupon be accepted. Upon receipt of the list of fifteen (15) names, the parties will no later than ten (10) days after said receipt select an arbitrator as described above. In the event one party refuses to participate in the selection process, the other party may submit its seven deletions from the list to AAA, and AAA will select the arbitrator from the remaining names. In the event of a refusal by either party to appear at the arbitration hearing, the Arbitrator shall have jurisdiction to proceed exparte and make an award.


1. Powers of the Arbitrator: It shall be the function of the Arbitrator and he/she shall be so empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific terms of this Agreement, and shall comply with the Michigan Uniform Arbitration Act, PA 371 of 2012.-

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TA 6/22/18 1 of 2
Jennifer Weiss
Ken Dukacki 6/22/18

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- a) He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b) He/she shall have no power to establish wage rates or to change any rate.
 - c) He/she shall have no power to rule on the termination of service or failure to reemploy any probationary employee.
 - d) He/she shall have no power to change any policy or rule of the Board of Education, nor to substitute his/her judgment for that of the Board as to the reasonableness of any such policy, rule or any action of the Board.
 - e) His/her powers shall be limited to deciding whether the Board has violated the express article or sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
 - f) In rendering decisions, an Arbitrator shall give due regard to the responsibility of management and shall construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement. Decisions of the Arbitrator will be final and binding upon all parties.
 - g) In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - h) Only one (1) grievance may be submitted to an Arbitrator selected, unless by written mutual agreement of the parties. This paragraph does not prohibit the Arbitrator from ruling on the arbitrability of an issue and then the issue.
 - i) If a scheduled arbitration case is postponed on less than one (1) week's notice to the other party, the party requesting the postponement will pay any and all Arbitrator charges caused by the postponement.
 - j) The Union will give the Superintendent five (5) working days advance notice of employees it needs to be excused from work to attend the arbitration hearings.
 - k) Neither the Union nor the Employer shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.
 - l) The Arbitrator may not grant a grievance which in effect grants the Union that which it attempted to bargain into the agreement but failed to do so.
 - m) The decision of the Arbitrator must be rendered in writing within thirty (30) calendar days of the closing of the hearing.
 - n) Both parties will give the other five (5) working days advance notice of who they intend to have as witnesses.
2. Fees and Expenses: The fees and expenses of the Arbitrator shall be borne equally by the School Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of its attendees and/or witnesses called by the other.
- H. The time limits provided in this Article shall be strictly observed, but- may be extended only by written agreement of both parties.

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**ARTICLE XVIII
SCHOOL CLOSING**

In the event the Superintendent declares a safety threat, all employees will follow the directives of the Superintendent or his/her designee or other lawful authority. Any challenges or complaints concerning the directives may be taken up later as a grievance. Should the instructional school calendar be extended due to closing of school during the school year, members will work on the rescheduled day(s) and be paid their regular rate of pay.

Bargaining unit members shall be paid for the first two (2) inclement weather school closings each school year. Members have the ability to utilize a personal leave day, if requested and available, for an absence on a day when school is closed for inclement weather or other factors outside the control of the District during the school year.

TA 6/22/18

Janice Weiss

Ken Dutkowiak 6/22/18