

**Hall Monitors/
Behavior Intervention
Coordinators**

NEA/MEA

Agreement Between

The

BAY CITY BOARD OF EDUCATION

And

HALL MONITORS

&

BEHAVIOR INTERVENTION COORDINATORS

Covering the Years

2019-2020

2020-2021

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ARTICLE I RECOGNITION

The Bay City Board of Education recognizes the Michigan Education Association as the exclusive representative for all bargaining unit members representative of the job classifications (or the modification of any of the recognized job classifications or job titles mutually agreed upon by the parties) which voted in the election conducted on April 28, 2017.

ARTICLE II UNION RIGHTS

A. SECURITY

The Employer agrees not to aid, promote or finance any labor group or organization which attempts to engage in collective bargaining or to make any agreement with any such group or organization for any purpose adverse to the representational function of MEA/NEA. The Employer will make available to all employees in the Bargaining Unit a copy of this Agreement.

B. RIGHT TO ORGANIZE

Pursuant to Act 336 as amended by Act 379 of the Public Acts of Michigan of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the employment of any rights conferred by Act 336 as amended by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages or any other terms or conditions of employment.

C. FACILITY UTILIZATION

The Union and its members shall continue to have the right to use school building facilities at all reasonable hours for meetings, subject to scheduling by a Principal or Central Administrator. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Union, either on or off school premises. Bulletin boards, school mail, and other established media of communication shall be made available to the Union and its members.

D. FREEDOM OF INFORMATION

The Board agrees to furnish to the Union, in response to reasonable requests, available information concerning the financial resources of the District and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of its members, together with information which may be necessary for the Union to process any grievance or complaint, but only in the form or format as it exists.

E. JOB STEWARD

The Employer recognizes the right of the Union to designate a Steward and Alternative from the employer's seniority list. The responsibilities and faculty of the Steward and Alternate so designed by the Union shall include the following duties and activities:

1. The investigation and presentation of grievances with his/her Employer or the designated District representative in accordance with the provisions of the collective bargaining agreement.
2. The transmission of messages and information (outside of the workday), which shall originate with, and be authorized by the Union or its officers, provided such messages and information:

- a. Have been reduced to writing; or
 - b. If not reduced to writing, are of routine nature.
3. The Steward will be granted super-seniority for layoff and re-hire if requested by the Union.

F. INSPECTION PRIVILEGES

With the approval of the Director of Human Resources and Employee Relations or his/her designee, authorized agents of the Union shall have access to the District's buildings during working hours for the purpose of adjusting disputes, investigation of working conditions and ascertaining that the Agreement is being adhered to with no interruption of District's work schedule.

**ARTICLE III
BOARD RIGHTS**

A. The Board, on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing:

1. To the executive management and administrative control of the School System and its properties and facilities and the on duty activities of its employees and off duty activities to the extent that they adversely impact or effect the School District.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion for just cause and to promote all such employees.
3. The Board of Education has the right to determine the number of jobs in each classification and to change that number as it deems in the best interest of the tax payers; and
4. The right to transfer and/or assign employees and to change such assignments as it deems in the best interest of the tax payers.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, practices and furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the laws and Constitution of the State of Michigan and the United States.

C. The parties agree that this Contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral or written understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

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

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

The District will attain costs for Dental & Vision Coverage for the membership to purchase at 100% cost through the School District (acting as a conduit between the health insurance company and the member). Rate information will be provided when received by the school district.

Employees of the unit are able to participate in the Flexible Spending Account offered by the school district at 100% of the employee's cost.

ARTICLE IV WAGES

A. WAGE SCALE

(Effective Upon Ratification)

For the 2019/2020 contract year, \$0.25 will be added to the salary schedule, eligible members shall advance one step on the salary schedule. Members who are not eligible for a step increase shall receive a \$500 off-scale payment on the first pay period in September, made on a separate check.

For the 2020/2021 contract year, \$0.25 will be added to the salary schedule, eligible members shall advance one step on the salary schedule. Members who are not eligible for a step increase shall receive a \$500 off-scale payment on the first pay period in September, made on a separate check.

	2019/2020	2020/2021
First	\$11.35	\$11.60
Second	\$11.65	\$11.90
Third	\$12.24	\$12.49
Fourth	\$12.83	\$13.08
Fifth	\$13.40	\$13.65
Sixth	\$13.96	\$14.21

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

E. All staff to be compensated through Direct Deposit.

ARTICLE V HOLIDAYS

For the life of this Agreement, employees shall receive eight (8) paid holidays for each school year. The 8 holidays shall be Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Years' Eve, New Years' Day, Good Friday, and Memorial Day.

For the 2019/2020 school year only, bargaining unit members shall be paid for the April 13th non-school day in lieu of receiving pay for Labor Day.

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

ARTICLE VI PERSONAL LEAVE

Employees shall receive ten (10) personal leave days per year. 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.

Personal leave days, 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.

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

1. Mental or physical illness, injury or health condition, including related medical diagnosis, care, treatment, or preventative medical care.
2. For a victim of domestic violence or sexual assault, any related medical care or counseling; victim services or legal services; judicial proceedings, or relocation.
3. For closure of the employee's primary workplace by order of a public official; for an employee's need to care for a child whose school or place of care has been closed by order of a public official; or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease.

A family member includes

- Biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis
- Biological parent, foster parent, stepparent, adoptive parent, or legal guardian of an employee
- Spouse or individual to whom the employee is legally married under the laws of any state
- Person who stood in loco parentis when the employee was a minor child
- Grandparent
- Grandchild
- Biological, foster, and adopted siblings.

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 of three (3) 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) 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 VII PROTECTION OF BARGAINING UNIT MEMBERS

1. The District will give all reasonable support and assistance to members of the Unit with respect to an emergency situation.
2. Any case of assault upon a member of the Unit arising out of employment shall be promptly reported to the Principal or designated representative. The District shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

ARTICLE VIII HOURS OF WORK

- A. The hours of work shall be determined by the Board of Education.
- B. The Board of Education shall provide a half (1/2) hour lunch period during each scheduled six (6) hour block of time worked, to be scheduled by the supervisor.
- C. The Board of Education shall provide a ten (10) minute paid break during each scheduled six (6) hour block of time worked, to be scheduled by the supervisor.

EMERGENCY DUTIES

Unless all other options for coverage are exhausted, a supervisor shall not ask Bargaining Unit members to assume the duties of a classroom teacher, or secretarial/ educational assistant or counselor.

JOB POSTINGS

Section 1 - Vacancies

A. Whenever a Unit vacancy occurs it shall be posted for five (5) working days to members. Each Bargaining Unit member shall be notified in writing of the vacancy. Vacancies which occur after school is out for the summer months shall be posted between July 15th and August 15th and will be posted for ten (10) working days. Written notification shall be done by U.S. mail when the Bargaining Unit member is on leave or laid off. It is the responsibility of the members to maintain a current address on file in the Human Resources and Employee Relations office.

B. Members who apply for and meet the qualifications of the vacancy shall be provided the opportunity to interview for said position. If after consideration of above, Administration feels it is necessary to select candidates from outside the Unit in order to fill a vacancy, the Director of Human Resources and Employee Relations shall provide notice of such intent.

C. Unit Members moving from one building to another within the same position classification and Bargaining Unit will retain their experience factor, seniority date, and their longevity date.

D. The Union shall be notified, whenever possible, of any new temporary Hall Monitor positions prior to being filled.

E. No temporary position may be established that will exceed ninety (90) working days unless the Union is not notified.

F. A newly hired employee or Unit Member who moves into a new position shall be provided with a minimum of one (1) hour of orientation prior to assuming independent responsibility of job, if said employee makes a request for it.

EVALUATION OF STAFF

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

PROFESSIONAL DEVELOPMENT

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

ARTICLE IX SENIORITY

A. New employees will be considered as probationary employees until they have worked for ninety (90) work days. After completion of the ninety (90) work day period, the employee will be considered as a seniority employee and the employee's seniority will start as of the date of hire. Probationary employees may be discharged with or without cause or notice.

B. An up-to-date seniority list will be furnished to each Bargaining Unit member within thirty (30) days of January 1st of each year and will include each member's first and last name, classification, current building location, start date, and net service.

C. Seniority shall be broken for any of the following reasons:

1. If the employee quits;
2. If the employee is discharged and the discharge is not rescinded or modified.
3. If the employee retires or is retired;
4. If the employee is laid off for one (1) year or for one (1) day more than the employee had worked, whichever comes first.

The employee's earned seniority will be restored in full after a period of two (2) years from the date of reinstatement or rehire to the bargaining unit.

5. If the employee is absent for three (3) consecutive working days without properly notifying the employer and/or having a reason acceptable to the employer.

D. Employees who leave the unit but remain with the District shall have their seniority in the unit frozen. In the event the employee returns to the unit, he/she will be credited with his/her previous seniority in the unit.

**ARTICLE X
LAYOFF AND RECALL**

A. In the event that the Board in its sole discretion determines that layoff is necessary, such layoff shall be from classifications selected by the Board and in numbers determined by the Board subject to the terms and conditions specifically provided for in this Agreement. Upon written request from the Union, the Board will inform the Union as to the basis for the layoff and provide copies of the individual notices.

B. Employees whose positions have been eliminated due to the aforementioned reduction shall have the right to assume a position in their classification for which they are both qualified and have the ability to do the work, which is held by the least senior employee.

C. Employees shall be laid off by inverse seniority, provided that the remaining employees are capable of performing the work available regardless of classification.

D. Recall shall be in the reverse order of the layoff within the classification and shall be subject to the same conditions as the layoff.

E. Notices of recall shall be sent by registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date the employee is required to report to work. It is the responsibility of the employee to keep the Board notified as to his/her current address.

1. A recalled employee shall be given five (5) calendar days, excluding Saturday, Sunday and holidays, to report to work.
2. Employees recalled to a position involving the same or similar work for which they are qualified and have the ability to perform the work are obligated to take such work. An employee who declines recall shall forfeit his/her seniority rights and his/her employment shall be considered to be terminated.

**ARTICLE XI
TRANSFERS**

A. Employees may be transferred on a temporary basis to cover absenteeism. In the event that management needs to transfer a unit member(s), on a temporary basis, for reasons other than absenteeism, the Union may request the basis for the transfer.

B. Employees may be reassigned (permanent transfer) based upon the needs of the District. The least senior member shall be involuntarily transferred. The needs of the District shall not be arbitrary and capricious.

**ARTICLE XII
RESIGNATION**

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

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

**ARTICLE XIII
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.

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.

**ARTICLE XIV
NEGOTIATION PROCEDURES**

1. The Director of Human Resources and Employee Relations and/or other members of School District Administration, as he/she deems appropriate, and the Chief Steward and his/her assistant Steward will meet twice a school year in a mutually agreed time, place, and date for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure nor are they active negotiations. Said meeting shall occur during school hours whenever possible and Unit members attending shall receive their regular rate of pay.
2. Any member of the Unit engaged during the work day in negotiation sessions, mutually scheduled by the parties, shall be released from their regular duties without loss of pay.
3. Neither party in any negotiation shall have control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, understanding that each side must take proposals to the appropriate parties for ratification.
4. There shall be two (2) signed copies of any final Agreement. One (1) copy of the agreement shall be retained by the Administration and one (1) shall be retained by the Union.

**ARTICLE XV
DISCIPLINE**

The Board agrees that no employee shall be discharged, suspended, reprimanded or otherwise disciplined without just cause. The Board agrees that any adverse employment action asserted for reasons of discipline, for either misconduct or performance deficiencies, shall apply corrective discipline that shall be subject to the grievance procedure set forth in this Agreement.

**ARTICLE XVI
MISCELLANEOUS**

Members who are requested, by Administration, to use their personal vehicles for job duties will be reimbursed the IRS designated rate for mileage upon completion of the District's In-District Mileage Reimbursement Form.

**ARTICLE XVII
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 not be expected to report to work when schools are closed due to inclement weather or other factors outside of the District's control. Members shall be paid their regular rate of pay for the first six (6) school closures per 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.

**ARTICLE XVIII
STRIKES AND RESPONSE**

A. The Union and the Board recognize that strikes and other forms of work stoppage are contrary to law and public policy. The union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the School System. The Union, therefore, agrees that its officers and representatives shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or any other interruptions of activities in the School System. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

B. The Board agrees not to engage in any form of lockout during the life of the Agreement.

**ARTICLE XIX
PRINTING OF THE AGREEMENT**

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

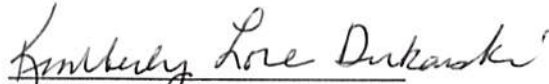
ARTICLE XX

DURATION OF AGREEMENT

This Agreement constitutes the entire collective bargaining agreement, and shall become effective as of October 7, 2019 and shall continue in full force and effect and be legally binding by the parties hereto until June 30, 2021.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 7th day of October 2019.

Hall Monitors/
Behavior Intervention Coordinators



Unit Representative
/BIC

Unit Representative
HM/BIC

Bay City Board of Education



President



Superintendent



Director of Human Resources/ Employee
Relations