

MAINTENANCE PERSONNEL

AGREEMENT

between

THE BAY CITY BOARD OF EDUCATION

and

**THE BAY CITY PUBLIC SCHOOLS
MAINTENANCE PERSONNEL ASSOCIATION**

Covering the Years

2019-2020

2020-2021

2021-2022

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AGREEMENT BETWEEN
THE BAY CITY BOARD OF EDUCATION

and

THE BAY CITY PUBLIC SCHOOLS
MAINTENANCE PERSONNEL ASSOCIATION

This Agreement effective the 18th day of November, 2019 by and between the Board of Education of the City of Bay City, Michigan, hereafter called the "Board," and the Bay City Public Schools Maintenance Personnel Association of Bay City, Michigan, hereafter called the "Association".

WITNESSETH

WHEREAS, the Board has a statutory obligation pursuant to Act 336, Public Acts of Michigan for 1947 as amended by Act 379, Public Acts of Michigan for 1965 and as amended by later Acts, to bargain with the Association as the representative of its custodial and maintenance employees with respect to hours, wages, terms and conditions of employment.

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

ARTICLE I

RECOGNITION

Section 1.1

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 336 Public Acts of Michigan for 1947 as amended by Act 379, Public Acts of Michigan for 1965 and as amended by later Acts, for all full-time and regular part-time custodians, maintenance employees and warehouse employees, but excluding supervisory administrators, students in training or co-op students, temporary employees and all other personnel. The term "employee", when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the Bargaining Unit as defined. References to male employees shall include female employees.

Section 1.2 Scope of Contract

This contract covers all Unit employees performing the duties and work in the Unit.

Section 1.3

The Board agrees not to negotiate with any organization representing custodial and maintenance employees other than the Association for the duration of this Agreement regarding bargaining subjects concerning employees in the bargaining unit.

Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given the opportunity to be present at such adjustment, if requested.

Section 1.4

Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or other laws of Michigan and the United States or the Constitutions of Michigan and the United States. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

DUES OR REPRESENTATION SERVICE FEE AND PAYROLL DEDUCTIONS

Section 2.1

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for jointly approved annuities, credit association, savings bonds, United Way, insurance programs or any other plans.

ARTICLE III

RIGHTS OF ASSOCIATION

Section 3.1

Pursuant to Act 336, of the Public Acts of Michigan for 1947 as amended by Act 379 of the Public Acts of Michigan for 1965 as amended by later Acts, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred

by Act 336 as amended, 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 terms or conditions of employment by reason of his/her membership in the Association, his/her participation in the activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Section 3.2

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

Section 3.3

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

Section 3.4

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, available information concerning the financial resources of the District and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of its members together with information which may be necessary for the Association to process any grievance or complaints.

Section 3.5

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

Section 3.6

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

To the extent that work schedule adjustments are agreed to between the Association President and the Director of Facilities, and to the extent that work schedule

adjustments may be made without incurring a contractual, legal, or statutory requirement for overtime compensation, the Association President shall be permitted to adjust the work day and work week to conduct Association business when necessary. Other officers of the bargaining unit must receive prior approval from the Director of Facilities before being released from their work assignment to conduct Association business during work hours.

ARTICLE IV

RIGHTS OF THE BOARD OF EDUCATION

Section 4.1

It is recognized by all parties hereto that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States. It is further recognized that the exercise of said powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

Section 4.2

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.

ARTICLE V

JOB CLASSIFICATION

Section 5.1

General employment criteria required of all bargaining unit employees:

1. Sufficient physical health to perform the essential functions of the position, with or without accommodations.
2. Professional appearance and cleanliness appropriate for his/her assignment.

3. The ability to comprehend simple directions.
4. Evidence of initiative, ingenuity, loyalty and willingness to cooperate.
5. All exams, physical, mental or emotional tests, or tests required by the employer shall be paid for by the Board.
6. Successfully pass any testing, exam, or other qualifications necessary for the position as defined in Article XXIV.

Section 5.2

The association and administration shall negotiate wages for newly created positions or classifications.

Section 5.3

If major changes are made in the duties of an existing position, the issue shall be subject to Section 5.2.

Section 5.4

The creation of jobs, their requirements, qualifications and descriptions are the right of administration. However, the District shall request association input during the creation or modification of any job duties in an attempt to accurately outline the activities of a given position.

Section 5.5 Classifications

Classification	1	Custodian
Classification	2	Elementary Head Custodian Other Building Head Custodian
Classification	3	Warehouse Person (Inventory & Stock Control, Miscellaneous Substitute Duties)
Classification	4	2 nd Shift Head Custodian General Maintenance General Maintenance / Weekend/ Asbestos
Classification	5	High School / M.S. Head Custodian
Classification	6	District Licensed Master Electrician District Licensed Master Carpenter Zone Leader

Rates of pay for these classifications shall be found in Appendix "A".

The list of positions and classifications that were in effect prior to 7/1/2005 have been moved to Appendix "J". Individuals that were in these positions prior to 7/1/2005 shall retain displacement rights based on these positions from 7/1/2005 through 6/30/2010.

Persons currently holding accreted positions will continue in those positions. However, in the event a voluntary or involuntary transfer would make the accretion portion impractical, the accretion portion shall be offered to the most senior person qualified for the accreted position.

ARTICLE VI

COMPENSATION

Section 6.1

19/20: \$1.00 on-scale for Class 1 positions, \$0.40 on-scale for Classes 2-6; one step; longevity to the year 2015 for those eligible. All employees shall receive a lump sum, off-schedule payment of \$200, less any withholdings, paid on the first payroll Friday in January.

20/21: \$0.40 on-scale; one step; longevity to current (2020) for those eligible

21/22: \$0.40 on-scale; one step; longevity paid as scheduled for those eligible

The rates of compensation of employees covered by this Agreement are set forth in Appendix "A" which is incorporated in this Agreement. Employees will be paid bi-weekly in a 26 pay schedule. All staff to be compensated through Direct Deposit and/or Pay Card option.

Section 6.2

Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one day or forty (40) hours in one week, whichever is greater, but not both. Time and one-half will be paid for all Saturdays. Double time will be paid for all Sundays and Holidays, with the exception of Weekend General Maintenance. The provision of time and one-half over eight (8) hours in any one day or Saturdays or double time on Sundays or Holidays shall not be applicable in any week where the particular employee is absent by reason of an unexcused or unexplained absence.

Overtime payment will not be avoided by requiring an employee to start prior to his/her normal shift starting time and requiring him/her to leave before his/her normal shift quitting time.

Section 6.3

Premium pay will be paid for shifts and as outlined in Appendix "A". Mileage as outlined in Appendix "A" will be paid when temporarily assigned or when your personal car is required during your regular shift. Shift premium shall be paid to employees who work overtime on another shift for which a premium is paid.

Section 6.4 Longevity

A longevity date shall be set in the following manner. An employee hired during the first half of the school fiscal year, July 1st through January 31st, shall have a longevity date as of July 1 of the fiscal year. An employee hired during the last half of the school fiscal year, or between February 1st and June 30th, shall have a longevity date of July 1 of the following fiscal year. For example: a person hired on January 15, 1974, will have a longevity date of July 1, 1973. A person hired on March 15, 1974, will have a longevity date of July 1, 1974.

To find the tenth, fifteenth, twentieth, or twenty-fifth year of service, add nine, fourteen, nineteen or twenty-four to the longevity date year. July 1st of that year will be the date when the 4%, 5%, 7% or 8% longevity begins as per example.

<u>EXAMPLE:</u>	<u>10th Year</u>	<u>15th Year</u>	<u>20th Year</u>	<u>25th</u>
<u>Year</u>				
Longevity	July 1, 1960	July 1, 1960	July 1, 1960	July 1, 1960
Add	<u>9</u>	<u>14</u>	<u>19</u>	<u>24</u>
4%, 5%, 7% or 8%				
longevity begins	July 1, 1969	July 1, 1974	July 1, 1979	July 1, 1984

Section 6.5 Job Performance Quality

An employee whose past overall quality of work performance meets or exceeds expectations shall be paid an additional two percent (2%) work performance payment on his/her twentieth year of service and thereafter. If the Administration wishes to deny an employee the two percent (2%) job performance, the Administration shall provide written notification to the employee before March 1 prior to the employee's twentieth year of service. Any denial shall be based upon recorded evidence in the employee's personnel file that the employee's overall work performance does not meet the expected quality of work performance.

An employee whose two percent (2%) work performance denial has been upheld but whose past five years work performance prior to the employee's twenty-fifth year of service indicate that the employee's overall quality of work performance meets or exceeds expectations shall be paid an additional two percent (2%) work performance payment on his/her twenty-fifth year of service and thereafter. If the Administration wishes to deny an employee the two percent (2%) job performance, the Administration shall provide written notification to the employee before March 1 prior to the employee's twenty-fifth year of service. Any denial shall be based upon recorded evidence in the

employee's personnel file that employee's overall work performance does not meet the expected quality of work performance.

Twentieth and twenty-fifth years of service shall be as determined in Section 6.4.

Section 6.6

Paid Holidays shall be Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day. If Christmas and New Year's day fall on a Saturday, the Fridays prior shall be the holidays. If Christmas Day and New Year's Day fall on a Sunday, the Mondays following shall be the holidays.

The following will be days off with pay:

Good Friday

Day after Thanksgiving

The day before or after Christmas day and New Year's day as follows:

If Christmas Day and New Year's day fall on:

Sunday, the Tuesday and Friday following Christmas;

Monday, the Tuesdays following;

Tuesday, the Mondays prior;

Wednesday, the Tuesdays prior;

Thursday, the Fridays following;

Friday, the Thursdays prior; and if on

Saturday, the Thursdays prior.

Employees required to work on these days will be paid double in addition to pay for the day.

Section 6.7

An employee participating in any mandatory formal grievance procedure, including arbitration, shall be released from regular duties without loss of salary.

Section 6.8

Wages for new positions shall be negotiated.

Section 6.9

New employees hired on or before January 31st will be eligible for any salary increase the following July 1st as defined in Section 6.1 and Appendix A.

Section 6.10

Employees transferring from one position to another within the bargaining unit will retain their seniority date and their longevity date.

Section 6.11

Employees employed in another position outside the Association in the Bay City Schools shall have their seniority frozen as of the date of the transfer until their return. Their original longevity date will remain with them during their employment with the Bay City Schools.

ARTICLE VII

HOURS OF WORK

Section 7.1 Work Week and Work Day

- (a) **Regular Work Schedule:** The work week of members of the bargaining unit shall be a forty (40) hour week based upon five (5) consecutive days per week of eight (8) hours per day, Monday through Friday. A "day" shall be from 12:00 midnight to 11:59 p.m. The shift order shall be 3rd, 1st, 2nd. The normal work week for third shift custodians in high schools, only if utilized, will have their Monday begin at their regular starting time on Sunday night and their Friday work day will end at their regular quitting time on Friday morning. The normal work week for Weekend General Maintenance will be Wednesday, Thursday, Friday, Saturday and Sunday, with Monday their Saturday and Tuesday their Sunday.
- (b) **Summer Break & Spring Break Work Schedule:** Employees shall have the option of flexing their forty (40) hour week based upon five (5) consecutive days per week of eight (8) hours per day, Monday through Friday, to a forty (40) hour week based upon four (4) consecutive days per week of ten (10) hours per day, Monday through Thursday or Tuesday through Friday, subject to the approval by the Director of Facilities.

Weekend General Maintenance flex week will be Wednesday through Saturday or Thursday through Sunday. Weekend General Maintenance staff shall coordinate their flex schedule with Director of Facilities so Sundays are covered.

- 1) The seasonal adjustment period shall be as follows:
 - a. Spring Recess
 - b. The first Monday after the last student session day through the Friday prior to the first Monday of August.

- 2) Start time for first shift employees shall be no earlier than 5:00 a.m.
- 3) The seasonal/regular week schedule for the summer period will be submitted to the Director of Facilities when the vacation schedules are submitted for the respective summers (on or before May 15).

The seasonal/regular week schedule for the week of the spring recess will be submitted to the Director of Facilities no less than two (2) Mondays prior to the spring recess.

- 4) The accounting procedure for each set of absences during this seasonal adjusted week period will be as follows:

Four hours or less-----	0.5 day
More than four hours but eight hours or less-----	1.0 day
1 Ten (10) hour day-----	1.25 days
2 Ten (10) hour days-----	2.5 days
3 Ten (10) hour days-----	3.75 days
4 Ten (10) hour days-----	5.0 days

- 5) The selection of the seasonal adjusted week or regular week shall remain the same during the flex time period. Any incidental deviation must be granted prior approval by the Director of Facilities or his designee.
- 6) In accordance with past practice when school is not in session, the starting and ending times may be adjusted by management to ensure coverage of evening and night events.
- 7) Employees in buildings with one employee shall have the option of selecting a seasonal adjusted schedule. In such buildings the week day off resulting from the seasonal adjusted schedule may be filled with a seasonal temporary employee.
- 8) Employees in elementary buildings without regularly scheduled activities during the seasonal adjusted period shall have the option of selecting the same seasonal adjusted schedule. In such buildings, the week day off resulting from the seasonal adjusted schedule may be filled with a seasonal temporary employee.
- 9) In high school and intermediate buildings, elementary buildings with regularly scheduled activities during the seasonal adjusted time period, or departments with two or more employees, the employees shall select a week schedule which will ensure that the building or department will be staffed from Monday through Friday, excluding days off such as vacation, sick days, etc. On such days off, day-to-day

substitutes or seasonal temporary employees may be hired to cover such absences.

- 10) In high school and intermediate buildings, the Head Custodian shall have first choice to select his/her schedule. If the Head Custodian selects a seasonal adjusted schedule, the 2nd shift Head Custodian shall select the regular five (5) day, eight (8) hours per day forty (40) hour week or the seasonal adjusted schedule not selected by the Head Custodian. The other employees should attempt to select their preferred week schedule in a cooperative manner and still ensure staff coverage within their respective position categories from Monday through Friday. In the event such agreement cannot be reached, employees, by seniority and within their respective position categories, shall select their week schedules. Such selections shall maintain staff coverage from Monday through Friday.
- 11) During the Fourth of July holiday week, unit members who have selected a seasonal adjusted week will work eleven (11) hours per day on two (2) days of their choice during that week. Start time, as provided in Section 7.1 (b), shall be no earlier than 5:00 a.m.

Unit members who are on seasonal adjusted weeks, shall provide written notification to the Director of Facilities, identifying which two (2) days they will work the eleven (11) hours per day. Written notification shall be submitted no later than the Friday before the week that the Fourth of July occurs. .

- (c) Employees shall be entitled to a one-half (1/2) hour lunch period. The one-half (1/2) hour lunch period shall be duty free, except in emergencies. Employees shall be entitled to two (2) fifteen (15) minute duty free breaks, one before and one after the lunch period. Said fifteen (15) minute breaks shall not be used in conjunction with the lunch period unless approved by the Director of Facilities or his designee. Employees shall not be permitted to leave the work site during the employee's fifteen (15) minute breaks.

Section 7.2 Shifts

- (a) Any shift that regularly begins on or after 5:00 a.m., but before 12:00 noon, shall be described as the first shift.
- (b) Any shift that regularly begins on or after 12:00 noon, but before 6:00 p.m., shall be described as the second shift.
- (c) Any shift that regularly begins on or after 6:00 p.m., but before 12:00 midnight shall be described as the third shift. This shift shall be limited to high schools and Handy Middle School.

- (d) Split shifts shall be limited. Split shifts will be formed only when by mutual agreement the work on the regular shift cannot be finished without overtime pay. An eight (8) hour work schedule shall be completed in ten (10) hours.
- (e) All employees working in the School District on other than first shift may be rescheduled to first shift when school is not in session. There shall be no premium rate of pay if the different shifts are worked within a twenty-four hour period on the basis of rescheduling.
- (f) Upgrading, areas of work, work load, starting and quitting time within a shift and permanent shift assignment may be changed with the consent of the employee and a member of the Association Committee. If there is a difference of opinion, a meeting will be arranged between the Association and the Administration to discuss the necessity and reasonableness of said changes.

The normal starting/quitting times of a shift may be adjusted with the agreement of the Administration and the affected bargaining unit member. The normal starting/quitting times are defined as the times established by the Administration at the beginning of each School Year. Any time adjustments requested by the Administration shall be for a regular basis over a period of time. Incidental or occasional community or school functions, meetings, and rentals shall be governed by Section 7.7.

- (g) Accretion to a position occurs when additional duties or responsibilities are added to a position but the character of the job remains essentially the same. The job may be upgraded and paid at a higher rate without the position being rebid.

Section 7.3 Overtime

Both parties recognize that some overtime will be required to serve the needs of the District. Therefore, when an employee is contacted or notified that overtime is required, said employee must work the overtime assignment when no other unit member is available and/or qualified.

- (A) As a point of clarification, the parties agree that overtime for duties performed during the normal work week at a building facility and grounds by the building's employees shall be offered by position and building prior to being offered to the Maintenance Department employees or to those on the system-wide overtime list.
- (B) Overtime boards will be posted and maintained weekly in all buildings or departments according to mutually accepted rules as set forth below:

- 1) Management retains the right to schedule and require employees to work overtime. The determination of the need for overtime rests with management, except as restricted in this Agreement.
 - a) When admission to an event is charged and the building custodial/maintenance staff cannot perform the custodial work during their regular shifts, the overtime provisions of the Master Agreement and past practice shall be applicable.
- 2) Employees shall be notified twenty-four (24) hours in advance when possible, as to overtime work requirements.
- 3) Overtime shall be offered to employees by management on an equitable basis by position and building per Appendix "I". Overtime hours must be offered to the person with the least total hours on their respective Boards. Building overtime schedules may vary - building to building - position to position.

When the commencement or completion of an assignment (continuation of job) requires two (2) or less hours before or after a shift, the employee(s) assigned the job shall be offered the option of performing the assignment on overtime.

- a) No additional shift premium shall be paid to the said employees for the two (2) or less overtime hours worked to perform the assignment. However, any shift premium paid to the employees on their regular shift shall be continued to be paid.
 - b) If the said employee(s) refuses the overtime, they shall be charged on the overtime board for the number of hour(s) involved.
 - c) If the said employee(s) do not wish to work overtime on continuation of job, they shall, on an annual basis (July 1 through June 30), notify their supervisor of such in writing.
 - d) When no other unit member is available/or qualified, said employee(s) must work the continuation of job overtime.
- 4) Management shall be responsible for maintaining the overtime board for the individual buildings and the Maintenance Department.
 - 5) The Director of Facilities, or his designee, shall approve all overtime for all custodial services of the School District.
 - 6) Employees may be excused from working overtime at the discretion of the Director of Facilities. When excused, the employees shall be charged on the overtime board for the number of hours involved in that request.

- 7) Any person on sick leave shall not be considered for overtime until his/her next scheduled normal work day and shall be charged with overtime offered. In the event an employee is absent because of vacation, the employee shall inform the Director of Facilities or a supervisor, in writing, before the employee departs on his/her last day prior to vacation, if the employee will be available for overtime. If the employee does not provide such written notification or is not available for overtime, the employee shall be charged with overtime offered on the overtime board.
 - 8) New or transferred employees will be given the average of the number of hours for the employees on the board in his/her classification.
 - 9) By classification on each June 30th, a number of hours equal to the lowest number of offered hours will be subtracted from each employee's offered hours. Also, at this time each year an employee may have his/her name put back on the list, if removed.
- (C) Eligible employees who want system-wide overtime work will file a request annually, in writing, with the Director of Facilities on or before July 1st. New names will be added to this list upon request. Names of employees who consistently refuse overtime assignments will be removed from the list. A monthly report of overtime assignments on the list will be furnished to the Association at the regular monthly meeting.

Section 7.4 Holiday Check Responsibility

- 1) Heating and cooling equipment is functioning properly.
- 2) Glass replaced.
- 3) Pool is safely operating.
- 4) Building is secure and void of vandalism.
- 5) Plumbing system is operating effectively and there are no leaks, clogs, or drips.

Section 7.5 Call In - Call Back Pay

An employee called in for work before or after completing an eight (8) hour day or a forty (40) hour week, shall be allowed a minimum of four (4) hours at the overtime rate for his/her classification unless called within two (2) hours of his/her normal starting time. An employee called in for the purpose of checking the building due to emergency alarms shall be allowed two (2) hours of overtime. Additional hours attached to a shift shall not be construed to be a call-in. If a "call-in" occurs on days subject to different pay rates (i.e., time and one-half or double time) the appropriate daily rate will be paid.

Section 7.6 Notification

Whenever possible, employees shall be notified of overtime work at least forty-eight (48) hours in advance.

Section 7.7 Need of Custodian

A custodian shall be on duty for after school and evening events which require custodian services to have the facility in proper order for the next school session. Examples of events which require the custodian's presence are: community or school functions, meetings and rentals. The principal may approve meetings supervised by staff members without the custodial services.

ARTICLE VIII

SENIORITY

Section 8.1

Seniority of those individuals who are Association members shall be determined in the following manner:

Section 8.2

The following shall be the only non-bargaining employees who may be hired to perform bargaining unit work.

- A. Seasonal temporary employees are non-bargaining unit persons hired by the Board for holiday and summer work. Seasonal temporary employees shall be hired from the second Monday in April through the third Friday in September in the Maintenance and Warehouse Departments and at the buildings.

The following clarifies which type of equipment operated by bargaining unit members that seasonal temporary employees can and cannot operate. Seasonal temporary employees:

1. May drive pick-up trucks;
2. May operate tractors, such as the Toro, only when a bargaining unit member is assigned to the immediate area. Bargaining unit members shall have priority assignment to operating tractors over seasonal temporary employees; and
3. Seasonal temporary employees shall not operate heavy equipment such as, but not limited to, dump trucks and loaders.

- B. Substitutes are non-bargaining unit persons hired by the Board on a non-permanent, day-to-day basis for PAID absences by regular employees. A substitute shall substitute for only one shift per day. District General Maintenance employees may substitute for any other employee if no substitute is available.
1. If a second shift custodian is available in the building, the second shift custodian may substitute for an absent head day custodian; and
 2. Reassignment of employees on the same shift in the same building may occur to allow a substitute to substitute in a Classification 1 position.
 3. In the event the employee in numbers 1 and 2 above substitutes in the position for five (5) or more consecutive days, he/she would receive the rate of said position if the rate of the said position is higher. The higher rate of pay shall be retroactive to the first day of substituting.

Section 8.3

Part-time employees are those employees working on a regular basis, but less than thirty (30) hours per week. They are members of the bargaining unit but a separate seniority list shall be maintained. (Contractual benefits shall be pro-rated.)

- A. All employees who worked part time shall not be charged through December 31, 1992 for the pro-rated costs of their benefit premiums, and;
- B. The seniority for all employees who worked part time prior to January 31, 1993 shall not be pro-rated.

All employees who work part time after January 31, 1993 shall be subject to the pro-ration of all benefits, including seniority, in the Master Agreement.

Section 8.4

All new employees will be probationary employees until they have completed ninety (90) work days. During this period, said employee may be transferred, laid off, or terminated as exclusively determined by management. These employees will be entered on the seniority list on the ninety-first (91st) work day as of the date of hire and shall accumulate seniority from that date. Not more than six (6) working days' absence for any reason shall be credited for the purpose of computing the probationary period referred to above.

Seniority date duplication will be determined by alphabetical order. The alphabetical order as of June 30, 1990 shall remain the same regardless of name change. Seniority tie breakers for employees who are hired after July 1, 1990 and who have duplicate seniority shall be determined by drawing lots.

Section 8.5

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

- 1) Employee quits.
- 2) Employee is discharged for just cause.
- 3) Laid-off employee is not re-employed within an amount of time equal to his/her seniority or within two and one-half (2.5) years, whichever is longer.
- 4) Employee fails to report for work for two (2) consecutive days without by the end of the second day notifying his/her supervisor of a reasonable excuse for such absence, plans for returning, with such excuse to be subject to later verification by the employer.

Section 8.6

Up-to-date seniority lists shall be provided twice a year (July 1 and January 1).

Section 8.7

An employee's seniority shall be frozen as of employment in another position outside the Unit, but within the District and according to Article 11.1 and 11.9 of this Master Agreement.

ARTICLE IX

VACATIONS

Section 9.1

All employees with less than one year of service prior to June 30, shall receive one (1) day of vacation for each full month of employment up to a maximum of ten days at their regular hourly or weekly rate of pay, exclusive of overtime and shift differential.

Section 9.2

All employees with one year or more of service on June 30 shall receive ten (10) working days paid vacation at their regular hourly or weekly rate of pay and shift differential, exclusive of overtime.

Section 9.3

All employees with two (2) years or more of service on June 30 shall receive sixteen (16) working days paid vacation at their regular hourly or weekly rate of pay and shift differential, exclusive of overtime.

Beginning with the fourth (4th) year of service, each employee shall receive one (1) additional vacation day per year until he/she has twenty-five (25) days of vacation paid at his/her regular hourly or weekly rate and shift differential, exclusive of overtime.

Section 9.4

Employees shall be permitted to choose either a split or continuous vacation. Whenever possible, the employee shall have the right to choose the time of his/her vacation. If there are more requests for a certain period than can be allowed, senior employees shall have preference on a rotation basis. It is the intent that most vacations will be taken during the summer months. It is the intent of Administration to approve vacation requests, whenever possible. Approval of vacation time will provide a maximum of ten (10) absences per day due to vacation requests. The ten (10) absences maximum shall not apply when school is not in session (with the exception of inclement weather/school closure days).

Written requests on approved forms for vacations shall be submitted as soon as possible but no later than two (2) working days prior to the date(s) requested in the Office of the Director of Facilities during business hours. Employee will be notified, in writing, of approval/non-approval within two (2) working days of request. Reason for non-approval of all requested vacation time will be a part of the notification. On days when students are not in session, the two (2) working day requirement shall be reduced to one (1) working day.

- a. The practice of borrowed vacation days will end on July 1, 2011. On July 1, 2011, any days remaining in the employee's vacation balance minus their normal annual accrual will be credited to a special account and held until such time that the employee terminates his/her employment. The following options only apply to days held in this special account.

At termination of employment:

- i. The employee will be provided an annuity valued at the number of days in this special account times the rate of pay at the time of termination.
- ii. The employee may elect for a one-time payment equal to the number of days in this special account times the rate of pay at the time of termination.

Section 9.5

Each employee who leaves of his/her own accord shall be entitled to take his/her unused prorated vacation pay. The unused prorated vacation days shall also be considered as a death benefit. This right shall not apply to an employee discharged for cause.

Section 9.6

Vacations are not accumulative and must be taken during the fiscal year in which they are granted, unless impossible because of the requirements of work load and as allowed in Section 12.4.

Section 9.7

Vacations shall be considered as a matter of right and if canceled because of work necessity or a serious illness (as defined by FMLA) which prevents the employee from using a scheduled vacation, every effort shall be made to reschedule said time. If the cancelled vacation period cannot be rescheduled, or for scheduled vacations between May 15th and June 30th that are cancelled because of the reasons listed above, the employee shall be eligible for carry-over.

Section 9.8

Vacation days will be credited to an employee on July 1st of each fiscal year following the guidelines outlined in Article IX. Vacation days are to be used in the same fiscal year in which they are credited.

The full annual accrual of vacation days due an employee will be available for use on July 1st of the fiscal year credited. Should an employee terminate employment during that fiscal year, the number of days they are due will be pro-rated based on the number of months worked in that fiscal year. If an employee has used more days than the pro-rated amount, the employee will be expected to repay the District for the value of any days used in excess of the pro-rated amount.

ARTICLE X

SICK LEAVE AND SICK LEAVE BANK

Section 10.1

The primary purpose of the sick leave allowance is to cover the absence of an employee from school because of personal illness sufficiently severe that it would make his/her presence in school inadvisable. Sick leave applies only to absence caused by illness, injury or incapacitation of the employee and not absence caused by illness or injury in the immediate family (except as provided by in Section 11.2).

Section 10.2

The amount of sick leave shall accumulate at the rate of eight (8) days per semester. For bargaining unit members employed in this unit prior to January 1, 2020, accumulation shall be unlimited. For bargaining unit members hired on or after January 1, 2020, accumulation shall be capped at 125 days. Accumulated sick leave shall be

reported bi-weekly on the payroll stub forms. The balance reported reflects days accumulated through the pay period ending date noted on the payroll stub.

Sick time shall be used in either half-day or full-day increments. An employee must work at least a half-day (4 hours) in order to only be charged a half-day for their absence.

Section 10.3

If there is a question or doubt regarding the illness of an employee, the Superintendent, or his/her designee may require a doctor's statement verifying the illness or may require the employee to submit to a medical examination before sick leave pay is allowed.

An employee may be required to submit to a medical examination at the Board's expense and be released by a designated Board of Education physician before being permitted to return to work. Any dispute due to this section is subject to the Grievance Procedure.

Section 10.4

Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law, shall receive from the Board the difference between the allowance under the Workers' Compensation Law and his/her regular salary for the duration of the illness and the difference shall be charged against sick leave until sick leave/Sick Leave Bank benefits are exhausted. If the employee is still disabled by compensable injury or disease, he/she will continue receiving Workers' Compensation insurance for the duration of the disability. Not to exceed normal earnings. FMLA shall run concurrently with worker's compensation.

Section 10.5

This sick leave plan applies to all employees of the Bay City Public Schools who are employed under this labor agreement. This labor Agreement is considered a contract.

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

- 1) On September 6, 1966, each employee contributed one (1) day of his/her sick leave to the Bank. The Board of Education, in order to establish the Bank in the school year 1966/67, donated to the Bank 400 sick leave days. New employees shall contribute one (1) sick leave day to the Bank from their first sick leave allowance.
- 2) Whenever the Sick Leave Bank falls below one thousand five hundred (1,500) days, the Board shall assess each employee the number of days of his/her sick leave necessary to increase the Sick Leave Bank days to a minimum of two thousand (2,000) days. The number of sick days assessed each employee shall be the same.

- 3) Additions to the Bank may be made as required at the beginning of each semester according to the limitations in 2) above.
- 4) Upon depletion of a member's own accumulated sick leave, he/she must wait an additional fifteen (15) calendar days before drawing from the Bank. Work days in the fifteen day waiting period shall be paid retroactively when a grant has been authorized by the Appeal Board except as restricted by #14) below.
- 5) Any employee on sick leave may apply to participate in the Sick Leave Bank by filing an application in the Benefit's Office.
- 6) A maximum of 180 days may be granted per illness from the Bank.
- 7) Upon recommendation of the Appeal Board, additional days may be granted at the discretion of the Superintendent and the Appeal Board.
- 8) Persons withdrawing sick leave days from the Bank will not have to replace these days except as a regular contributing member to the Bank.
- 9) If it appears that an individual is abusing the above policy, the Appeal Board may direct said individual to be examined by up to two doctors previously selected within the organization participating with the Districts program. Appeal Board's choosing to determine if the illness is valid.
- 10) The Appeal Board may grant or suspend sick days from the Bank. Their judgment and/or decision will be final.
- 11) The Sick Leave Appeal Board shall consist of the four (4) elected officers and chairman of the appropriate committee of the Bay City Education Association, the presidents or his/her designee(s) of the non-teaching Associations, and the Superintendent, or his/her designated representative.
- 12) No employee will be credited with sick leave allowance while drawing from the Sick Leave Bank until he/she has reported back to work.
- 13) An annual report of the Sick Leave Bank will be published in the Superintendent's Newsletter, including a statement of the number of days granted from the Bank, the number of days remaining in the Bank, and the cost of the days granted.
- 14) Any bargaining unit member who did not have twenty-five (25) or more accumulated sick days at the beginning of his/her illness, injury or incapacitation shall not be eligible to receive sick days from the Bank for ten (10) working days.

Any Bargaining Unit member who is ineligible for the said ten (10) working days shall still be eligible for the 180 day maximum in #6) above.

Holiday pay and days off with pay shall be paid if such days fall within the said ten (10) working days. However, the Bargaining Unit member shall still be subject to ten (10) working days without pay.

ARTICLE XI

LEAVE OF ABSENCE

Section 11.1

Any employee whose personal illness extends beyond the period compensated under Article X shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Said employee's position shall be posted as a vacant position at the next bid meeting. Upon ability to return to work, said employee shall receive the prevailing rate of pay of the classification of the employee's assignment to which he/she returns that he/she is qualified for. The employee's seniority shall be frozen from the date he/she is placed on leave of absence without pay.

Section 11.2

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

- 1) A maximum of five (5) days for illness in the immediate family living in the same household. Management may require a doctor's slip.
- 2) A maximum of five (5) days for a critical illness in the immediate family not living in the same household may be granted at the discretion of the Director of Human Resources and Employee Relations.
- 3) Two (2) days to transact personal business when the employee, through no fault of his own, is unable to transact such business except during his regular working hours. Said personal day(s) shall not be granted for social or recreational reasons. Extra days may be granted by the Director of Human Resources and Employee Relations. The Director of Human Resources and Employee Relations' decision on the justification of extra days will be final and not subject to the Grievance Procedure.

Section 11.3

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

- 1) A maximum of three (3) days for a death in the immediate family; spouse, father, mother, father-in-law, mother-in-law, children, brother, sister, grandparents and grandchildren. Additional time may be granted at the discretion of the Director of Human Resources and Employee Relations.
- 2) One (1) day for attendance at the funeral service which falls during the employee's work time, of a person whose relationship warrants attendance, upon prior approval by the Director of Human Resources. Extensions for more than one day also may be granted by the Director of Human Resources and Employee Relations for extenuating circumstances.
- 3) Jury duty which requires an absence from a regular work assignment. When paid for jury duty, the Unit member shall keep the check issued by the County and will be paid the difference between the jury fee and the employee's regular daily rate, exclusive of overtime.

Because jury duty/court appearances normally occur between the hours of 9:00 a.m. and 4:00 p.m., but we have employees who work different shifts, it may be difficult for him/her to fulfill his/her shift assignment. Therefore, if an employee is unavailable, in his/her opinion, for his/her work shift, permission must be received from the Director of Facilities or his/her designee to be excused. It is understood that travel time and recuperative time may be factors.

- 4) Court appearance, which occurs during regular working hours, as a witness in any case connected with the employee's employment or the school or whenever the employee is required to attend any proceeding. Because jury duty/court appearances normally occur during 9:00 a.m. and 4:00 p.m., but we have employees scheduled for different shifts, the implementation of language may not accurately cover the real-life situation. Should a requested absence raise a question of the appropriate leaving or returning to work site, the Director of Human Resources and Employee Relations should be contacted for clarification or authorization. It is understood that travel time and recuperative time may be factors.

Section 11.4

A child rearing leave of six months shall be granted without pay. Extensions shall be granted for each of up to an additional six months application, in writing, ninety (90) days prior to the end of the leave. An employee having been duly granted a child rearing leave must apply for re-employment on or before ninety (90) days, prior to the time employment is desired. An employee adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the Probate court.

An employee returning from leave provided in this paragraph shall be placed on the same step of the salary schedule unless their length of active service qualifies them to

move up a step and shall return with all seniority accrued at the time the leave was granted.

Section 11.5

A leave of absence shall be granted up to two (2) years to any employee who enlists in the Peace Corps as a full-time participant. Such employee shall be restored to employment with the District and shall be given the benefits of any increments which would have been credited to him/her had he/she remained in active service with the school system; provided, however, that such employee shall make application for re-employment within ninety (90) days after discharge from the Peace Corps.

Section 11.6

Military leaves of absence shall be granted to any employee who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States until expiration of the first enlistment or the duration of the national emergency. Such employee shall be restored to employment with the District and shall be given the benefit of any increments; provided, however, that such employee shall make application for such re-employment within ninety (90) days after discharge from the Armed Forces and provided further, that such employee reports for his/her assignment immediately following such application.

Military leaves of absences shall also be granted for National Guard or Reserve Duty. Insurance Benefits will continue during National Guard or Reserve Duty.

Section 11.7

An employee elected or selected for a full-time public office which takes him/her from his/her duties with the school system shall, upon written request, receive a leave of absence without pay or fringe benefits for the term of such office. Unless the employee returns at the end of the leave, said leave of absence shall terminate unless it has been renewed for a specific period with the approval of the Director of Human Resources and Employee Relations.

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

Section 11.8

When an employee returns to work following a leave of absence, the School Board may require said employee to submit to a physical examination at its expense to make certain said employee is able to return to work.

Section 11.9

A leave of absence without pay for a minimum of three (3) months and up to one (1) year shall be granted for any reason important to the employee. The employee must be employed for one (1) year before being eligible for such leave of absence. Such person granted such leave shall return with the same seniority and sick leave accumulated at the time the leave was granted and shall advance to the next step in the salary schedule. It is agreed that the person taking such a leave will notify the Director of Human Resources and Employee Relations, in writing, at least sixty (60) calendar days prior to his/her return to employment with the School District. Upon ability to return to work said employee shall return to the first available position that he/she is qualified for. This provision shall only be utilized once every three (3) years.

Section 11.10

The parties agree that a BCPSMPA bargaining unit member who is on a leave of absence shall not be permitted to perform bargaining unit work. Such bargaining unit work shall include but shall not be limited to those performed by long-term temporary, seasonal temporary or day-to-day substitute employees.

The bargaining unit member, however, may be hired in positions which have not been claimed previously by the BCPSMPA as bargaining unit work positions. The custodial positions in the Summer Migrant Program and the positions in the JTPA (Job Training Partnership Act) Program are examples of such positions in which the bargaining unit member who is on leave may be hired.

Section 11.11

The District shall not grant discretionary dock days requested by employees. All dock days, days off without pay, leaves of absence without pay, etc. shall be granted in accordance with the provisions of this Master Agreement.

Section 11.12

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

1. Mental or physical illness, injury or health condition, including related medical diagnosis, care, treatment, or preventative medical care.
2. For a victim of domestic violence or sexual assault, any related medical care or counseling; victim services or legal services; judicial proceedings, or relocation.
3. For closure of the employee's primary workplace by order of a public official; for an employee's need to care for a child whose school or place of care 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.

“Family member” includes all of the following:

- (i) A biological, adopted or foster child, stepchild or legal ward, or a child to whom the eligible employee stands in loco parentis.
- (ii) A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an eligible employee or an eligible employee’s spouse or an individual who stood in loco parentis when the eligible employee was a minor child.
- (iii) An individual to whom the eligible employee is legally married under the laws of any state.
- (iv) A grandparent.
- (v) A grandchild.
- (vi) A biological, foster, or adopted sibling.

ARTICLE XII

SEVERANCE PAY

Section 12.1

The parties agree that for active employees who pass away or retire under the provisions of MPSERS (Michigan Public School Employees Retirement System) but who do not have at least fifteen years of Bay City Public Schools service and, therefore, do not qualify for the Severance Pay in Article XII shall receive upon retirement:

One (1) day’s pay for each day of accumulated sick leave not to exceed \$4,000.00 and

\$75.00 per year for each year of service in this School District after ten (10) years, but not to exceed \$1,000.00.

If an employee dies before retirement, the above Severance Pay shall be a death benefit except for Article XI, Section 11.6. The Board shall provide a form on which the employee shall designate his/her Severance Pay beneficiary(ies).

Section 12.2

Employees hired in this bargaining unit prior to January 1, 2020, who have at least fifteen (15) years of Bay City Public Schools service and who retires under MPSERS shall receive a severance benefit in accordance with the following terms and conditions.

- For each accumulated unused sick leave day up to a maximum of (96) days, the employee shall receive an amount based upon the employee’s base hourly rate of pay at the time of retirement.

- For each accumulated unused sick leave day above 96 days, the employee shall receive an amount based upon one-half (1/2) the employee's base hourly rate of pay at the time of retirement.
- The total severance amount may be used to purchase service credit under the guidelines and conditions as established by the Michigan Public Schools Employees Retirement System (MPERS).

Employees hired into this union on or after January 1, 2020, and who retire under MPERS with at least 15 years of BCPS service, shall receive a severance benefit in accordance with the following terms and conditions:

- For each accumulated unused sick leave day up to a maximum of 125 days, the employee shall receive an amount based upon the employee's base hourly rate of pay at the time of retirement.
- The total severance amount may be used to purchase service credit under the guidelines and conditions as established by MPERS.

Section 12.3

Employees may bank up to ten (10) days annually of unused vacation days for the pay out of the severance calculation (see Section 9.6) up to a maximum of thirty (30) days (unless otherwise established in a Memorandum of Understanding). Said days shall be calculated at an amount based upon the employee's base hourly rate of pay at the time of retirement.

Employees hired on or after January 1, 2020 shall not be eligible for this provision.

Section 12.4

The total severance amount will be paid over a period of five (5) years on a bi-weekly basis beginning with the first scheduled bi-weekly pay following the first full month after retirement OR the first scheduled bi-weekly pay of the next school year if retirement occurs at the end of the school year.

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

For a member not qualifying for retirement, the Employer will, on behalf of the member use the Severance Pay dollar amounts to purchase service credit in order to qualify for retirement under the guidelines and conditions as established by the Michigan Public School Employees Retirement System (MPERS). No additional years of service credit beyond the qualifying amount will be purchased.

Section 12.5

In the event a retired Employee dies prior to receiving all the installments, the retired Employee's beneficiary(ies) shall receive the remaining installments as scheduled. The

beneficiary(ies) shall be those listed with Bay City Public Schools. The Board shall provide a form on which the Unit Member shall designate his/her Severance Pay Beneficiary(ies).

Section 12.6

This provision shall not be applicable to employees hired after January 1, 2020.

An employee may only be charged a maximum of ninety-six (96) days of sick leave for serious illness or illnesses during the last three years prior to leaving the District. A serious illness is defined as any illness in excess of ten (10) consecutive sick leave days. (Documentaion by a physician is required.) For purposes of calculating severance pay only days used beyond the ninety-sixth (96th) day shall be added back into the final calculation.

ILLUSTRATIVE MODEL:

1999-00	Used a block of 25 consecutive days	
25		
2000-01	Used 45 consecutive days	45
2001-02	Used two blocks of 15 and 25 consecutive days respectively	40

TOTAL 110

110 days – 96 days = 14 days

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

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

ARTICLE XIII

INSURANCE PROTECTION

Section 13.1

Pursuant to the authority set forth in Section 617 of the School Code of 1965, as amended, the Board agrees to furnish all employees except those on leave the following insurance protection.

Section 13.2

The Board shall provide an amount \$40,000 in group term life insurance plus \$40,000 AD&D. This may be bid in the commercial market to provide the lowest cost to the district.

Section 13.3

Insurance Benefits: Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of Employee and his/her eligible dependents for the following insurance program to include medical, dental, and vision insurance for a full twelve (12) month period:

As of the 2020-2021 plan year, the District will contribute 90% of the hard cap limits (through PA 152) for Medical, Dental, and Vision Plans. The Association may select other products annually for the duration of this contract.

The annual Employer paid amounts shall adjust at the beginning of each plan year (July-June), at 90% of the maximum State Hard Cap permitted by Section 3 of PA 152.

Any premium above 90% of Hard Cap will be the responsibility of the employee and will be contributed through payroll deduction in equal bi-weekly amounts from the employee's paycheck through a qualified Section 125 Plan, and, as such, will not be subject to withholding.

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

Beginning July 1, 2019, employees shall have the following BCBS medical plans available per the terms of the June 7, 2019, Memorandum of Understanding:

- a. BCBS Option 1 - \$250/\$500, 20% co-insurance, \$20 OV/\$60 UC/\$150 ER, with Chiro, 5-tier Rx.
- b. BCBS Option 2 - \$500/\$1,000, 20% co-insurance, \$20 OV/\$60 UC/\$150 ER, with Chiro, 5-tier Rx.
- c. BCBS Option 3 - \$1,000/\$2,000, 20% co-insurance, \$30 OV/\$60 UC/\$150 ER, with Chiro, 5-tier Rx.

There will be no double insurance coverage allowed. Whenever the employee's spouse and family are covered by a fully-paid hospitalization insurance of comparable coverage levels, this section is void.

Cash/Annuity In-Lieu Bargaining unit members who qualify for health insurance coverage and who choose not to be provided with such coverage shall receive a cash option payment for \$100.00 per month or \$100.00 per month under Section 125 of the Internal Revenue Code (403b).

The member will need to complete a declination form when making a decision not selecting insurance coverage. As a condition to obtaining any cash-in-lieu benefit, the bargaining unit member must first present documentation that he/she has other coverage meeting affordability and coverage minimums of the Affordable Care Act.

Section 13.4

If an employee is absent from work because of compensable injury and has exhausted his sick leave benefits, including Sick Leave Bank, the School District shall continue to pay amounts designated in Section 13.3 for the duration of Worker's Compensation benefits.

Section 13.5 Dental

The Board shall provide dental insurance options through either a fully-insured or self-insured program on a full twelve (12) month basis. Options available are full family, single, or two person levels of benefits. The dental coverage levels of Co-insurance as described in the summary of benefits are 100% the responsibility of the member.

Section 13.6 Employee Vision Care

The Board shall provide vision insurance options through either a fully-insured or self-insured program for a full twelve (12) month period. Options available are full family, single, or two person levels of benefits. The vision coverage levels of Co-insurance as described in the summary of benefits are 100% the responsibility of the member.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 14.1

Should differences arise between the Board and the Association or its members employed by the Board, as to the meaning and application of the provisions of this Agreement, there shall be no stoppage of work by the employees covered hereby on account of such differences, but an effort shall be made to settle such differences immediately in the following manner.

Step 1: An informal meeting shall be held between the aggrieved employee, a committee person and the immediate supervisor or his/her designee. The immediate supervisor must give an answer within two (2) working days.

Step 2: If the grievance is not settled in Step 1, within five (5) working days, the employee or the employee's Committee person may file a grievance, in writing, on forms listed in Appendix "C" furnished by the District and present two (2) copies to the immediate supervisor or his/her designee who shall have ten (10) working days in which to reply in writing.

Step 3: If the grievance is not settled in Step 2, the Grievance Committee may, within five (5) working days from the receipt of the immediate supervisor, or his/her designee's answer, submit the grievance and the answer to the Director of Human Resources and Employee Relations. A meeting will then be held as soon as possible, but not later than ten (10) working days, between the Board Representative(s) and members of the Grievance Committee for the discussion of the grievance. The decision of the Board Representative(s) shall be made, in writing, within five (5) working days after the meeting.

Step 4: In the event the adjustment is not made to the satisfaction of the Association, the grievance may then be referred by the Association within fifteen (15) working days from Board Representative(s)' answer in Step 3 to Arbitration to the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such proceeding any issues which have not been set forth before this Step 4. The arbitrator shall have no power to alter or add to or subtract from the terms of this Agreement. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law which is violative of the terms of this Agreement. An arbitration hearing will be held which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The cost of the arbitrator shall be borne equally by the School District and the Association.

Arbitration resulting from the application of this section shall be final and binding on both parties and shall comply with the Michigan Uniform Arbitration Act, PA 71 of 2012.

If any employee for whom a grievance is sustained shall be found to be unjustly discharged or disciplined, he/she shall be entitled to full reimbursement for all lost pay if the arbitrator so rules.

The failure of a grievant to proceed to the next step of the grievance procedure within the time limits as set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the Board representative(s) to respond to any step within the time limits specified shall permit the grievant to proceed automatically to the next step. All time limits may be extended by mutual agreement in writing. An Association grievance which affects more than one building or which concerns any type of disciplinary or dismissal action shall begin at Step 3 within twenty (20) working days of the occurrence which allegedly gave rise to the grievance.

Section 14.2

The Board and the Association agree to process a grievance promptly in accordance with the grievance procedure.

- A. Grievances, except those described in "B" of this Section, must be initiated at Step 1 within twenty (20) working days of the occurrence which allegedly gave rise to the grievance.
- B. In cases of layoff, a grievance claiming that an employee(s) was laid off out of line of seniority must be filed, in writing, within five (5) working days from the date the Board first submitted a list to the Chairperson of the Grievance Committee of the employee(s) so laid off.
- C. Employees, upon recall, who have returned to work and find they have been deprived of their rights as outlined in this Agreement, shall have five (5) working days in which to file a grievance.

Section 14.3

- A. The employee(s) shall be represented by a Grievance Committee which shall consist of the Association's Executive Board at Step 3.
- B. Alternate Committee persons shall be recognized when the regular Committee person is absent.
- C. Members of the Grievance Committee shall meet with management at such times as may be determined to be necessary and as will not conflict with reasonable operations.
- D. From the Grievance Committee, two (2) members shall be permitted reasonable time, as approved, to investigate an alleged grievance during regular working hours without loss of pay.

Section 14.4

An employee participating in any mandatory formal grievance or arbitration procedure shall be relieved from duty without loss of pay.

ARTICLE XV

DISCIPLINE

Section 15.1

The Board may adopt written rules and regulations not in conflict with the terms of this Agreement governing the discipline of employees.

Section 15.2

Any such rules and regulations adopted by the Board shall be communicated to the officers of the Association and copies shall be sent to employees by the administrator in charge. A minimum of a ten (10) day notification for changes to Work Rules pursuant to Appendix "B" is required by Administration prior to implementation.

Section 15.3

No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage without just cause. Any such discipline, reprimand or reduction of rank, compensation or advantage, asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.

Section 15.4

The Board shall not take into account any discipline or infraction of rules or regulations which have occurred more than two (2) years prior to the date of the current infraction, except for infractions in Group C of the Work Rules which will be taken into account and remain for a period of three (3) years from the date of the infraction.

Section 15.5

A supervisor shall notify an employee of any pending disciplinary action immediately. Disciplinary action shall be initiated within ten (10) working days from the occurrence of the action giving rise to the discipline or the time from which the supervisor was made aware of the action. The parties recognize that additional time may be extended by mutual agreement.

Section 15.6

No material may be placed in the employee's personnel file without the employee's knowledge. Employee shall have the right to review any derogatory information before it is placed in the file. The employee shall have the right to attach a response to any such material.

Section 15.7

The employee shall have the right to review the contents of his/her personnel file. This must be done with the Director of Human Resources and Employee Relations or his/her designee. The employee shall have the right to Association representation at the review of his/her personnel file.

Section 15.8

Should disciplinary action be scheduled, the employee is entitled to and may request that an Association representative be present prior to any disciplinary action being taken.

Section 15.9

The Board shall follow the progressive steps in Appendix "B", Work Rules, when the Board disciplines any employee for just cause. When the disciplinary action is taken, the Board shall provide the reason(s) and details of the incident in writing.

Section 15.10 – Overdraw of Personal Sick Day Balance

Discipline for the overdraw of Personal Sick Day Balance is covered in the Work Rules, Group A. In the case of discipline imposed under this work rule, the member's position will not result in a posting. The day docked due to lack of days will be counted as one of the days imposed as discipline. Exception: Individuals who have utilized all of their days through a long-term absence of fifteen (15) consecutive days or more OR resulting in sick leave bank coverage, will be exempt until the next semester in which sick leave days are granted from this discipline to enable the member the ability to build up their personal sick day balance.

ARTICLE XVI

STRIKES AND RESPONSIBILITIES

The Association agrees on its own behalf that:

Section 16.1

During the life of this Agreement, neither the Association nor any of its agents, or persons acting in its behalf, shall cause, authorize or support, nor shall any of its members take part in any strike; that is, the concerted failure to report for work, or willful absence of an employee from his/her position, or stoppage of work, or abstinence in whole or in part from the full, faithful and proper performances of the employee's duties of employment for any purpose whatsoever.

Section 16.2

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

Section 16.3

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

Section 16.4

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

ARTICLE XVII

PROTECTION OF THE EMPLOYEE

Section 17.1

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

Section 17.2

The employer shall not require employees to use any piece of equipment that is not in safe operating condition or is not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement wherein employees refuse to operate such equipment unless such refusal is unjustified.

Section 17.3

Any employee involved in any accident shall immediately report said accident and any physical injuries sustained. When required by his/her employer, the employee, before starting his/her next shift, shall make out an accident report, in writing, on forms furnished by the employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the employer.

Section 17.4

Any employee who is called into a meeting regarding any matter which is within the jurisdiction of the Association may request the presence of an Association representative.

ARTICLE XVIII
SCHOOL CLOSING

Section 18.1

When it is necessary for the Superintendent to close schools because of inclement weather, every effort shall be made to make such public announcements by 6:00 a.m.

Section 18.2

On days when all schools must be closed because of inclement weather or state of emergency (i.e., code red), employees covered by this contract are required to report to work. They will receive their regular rate of pay.

In the event an employee cannot report to work because of inclement weather when all schools are closed, the employee shall have one of the following options:

- 1) Be docked, or
- 2) Charge the absence to his/her current year's vacation.

It is recognized that in order to ensure proper supervision of the buildings, employees covered under this bargaining agreement are expected to report to work, regardless of the messages issued via school announcement or media outlets, unless contacted by his/her immediate supervisor stating otherwise.

Section 18.3

When it is necessary to close a building (caused by utility or maintenance failure) that employee shall complete his/her regular shift assignment at his/her regular rate of pay.

ARTICLE XIX
ADDITIONAL SPACE

Section 19.1

In the event of new construction or modification to an existing building, the President of the Association, the Custodian of the building, the Association or designee shall review the situation and make a recommendation to the Director of Facilities.

ARTICLE XX

LAYOFF/RECALL

Section 20.1

When there are layoffs for any reason, the following procedure shall be followed:

- A) All temporary, probationary and regular part-time employees shall be laid off first, in line with their date of hire.
- B) Thereafter, regular full-time employees shall be laid off in line with their seniority.
- C) The recall process is the reverse of the above layoff procedure.
- D) Notice of recall shall be mailed via a method of confirmed delivery to the last known address on record with the District. Recalled employees will have ten (10) business days to respond to the notice of recall. Recalled employees will have an additional ten (10) business days to report back to work. Failure to respond to a confirmed delivery of notice of recall shall be considered a resignation and employment shall be considered terminated.
- E) When an employee, other than a probationary employee, is laid off for an indefinite period he/she will be given a fifteen (15) calendar day notice of such layoff. If he/she is laid off less than fifteen (15) calendar days after such notice is given, he/she will be paid at the usual rate for scheduled work days which he/she has not worked.
- F) Qualified laid-off employees will be recalled prior to the hiring of new employees.
- G) Laid-off employees do not receive paid fringe benefit coverage, but that coverage can be maintained via voluntary employee premium payments if allowed by the carrier.
- H) Any Unit member whose job was discontinued shall be entitled to said position if reopened. All displacements carry a five (5) year reinstatement right from the job termination date.
- I) Qualified, recalled employees shall be recalled to the first available positions and shall not have assignment rights to their former positions except through the bid process provided for in Article XXIV.

ARTICLE XXI

IN-SERVICE

Section 21.1

In-service training shall be defined as approved structured training offered by the District or an outside agency where the employee's attendance is required. Incidental on the job training offered to employees on a day to day basis shall not be considered as hours toward accumulated in-service credit hours. The number of hours of credit toward accumulated in-service hours will be noted on in-service notice.

Section 21.2

All employees within the Unit shall be required, if so directed, to participate in in-service training programs provided by the District.

Section 21.3

In-service training will be held during the employee's regular work hours. If said in-service is scheduled outside the attending employee's regular work hours and attendance is mandatory, he/she shall be compensated as if in-service hours were worked.

The District will offer no less than eight (8) hours of in-district in-service training each year. In the event a Bargaining Unit member conducts the in-district in-service, he/she will be paid one-half his/her hourly rate in addition to the regular or overtime hourly rate he/she receives for the in-service hours worked.

Section 21.4

The District may send custodians to training programs as dictated by budgets and available outside in-service programs. Employees will be sent on a rotation basis from within the same classification.

Section 21.5

Employees, at District expense, may be sent to classes or workshops which will benefit both the employee and the District.

Section 21.6

Annual accruals of in-service hours are capped at a maximum of 24 hours per year.

Section 21.7

An employee can exceed the annual 24-hour cap by attending classes or workshops designed to improve the employee's knowledge or skill within their assigned position.

To qualify, classes or workshops must meet the following conditions:

1. Employee must receive prior approval from the Director of Facilities to attend the class or workshop.
2. Attendance at the class or workshop must be outside the employee's normal hours of work.
3. The employee is not compensated at their normal rate of pay for any hours of attendance at the class or workshop.
4. Employee must provide a certificate of completion or maintain a passing grade of at least 75%, or a letter grade of C or better.

For classes taken at an educational institution, tuition and book payments are the initial responsibility of the employee. The employee will be reimbursed for these expenses after successfully completing the classes by maintaining a minimum passing grade of 75%, or a letter grade of C or better.

Section 21.8

The District shall provide to each employee a semi-annual statement of the employee's credits and incentive/in-service training hours based upon information submitted by the employee and verified by Administration.

ARTICLE XXII

TRANSFER

Section 22.1

When there is a shortage of personnel in a location or project and a surplus in another, a temporary transfer of personnel may take place. Administration will have the right to select such personnel to perform the required work based upon their ability to perform the work with or without accommodations. All such transfers will be temporary, not to exceed sixty (60) calendar days, unless extended by mutual agreement. The employee so transferred will be paid at his/her regular rate of pay or the rate of the position he/she is assigned to, whichever is greater.

Section 22.2

If a special need arises requiring a temporary transfer of more than sixty (60) days duration, this exception shall be made the subject of negotiations with the Association. This work will be offered to qualified employees on a voluntary basis before any involuntary assignment is made.

Section 22.3

Involuntary transfers are disruptive and shall be avoided whenever possible. Involuntary transfers shall be made only for reasonable and just cause.

ARTICLE XXIII

MAINTENANCE OF STANDARDS

Section 23.1

The employer agrees that non-unit personnel shall not be used to deprive employees of overtime or to displace employees regularly employed in the bargaining unit, except in emergencies. An emergency shall be defined as unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.

Section 23.2

Except as otherwise provided by law, the Board will not sub-contract work unless: (A) The skills and equipment needed to perform the work specified are unavailable in the school system, or (B) The schedule for such work cannot be met with the equipment or skills available for such work, or (C) Through natural attrition, Class 1 positions shall be sub-contracted to a Third-Party provider and the Association waives the right to bid according to MCL 423.215 (3)(f).

Sub-contracting shall not be contracted for work previously performed in eliminated or reduced positions.

The Board may, however, sub-contract the spraying of herbicide that covers large areas. Sidewalk cracks, fence lines and other border areas shall remain bargaining unit work, except when they are within, adjacent to or near large areas being sprayed by a herbicide sub-contractor.

Section 23.3

The Association recognizes that parent or community groups may plan special projects to improve or benefit a school site. These projects are supplements to the regular work of the bargaining unit and not designed to displace employees.

Section 23.4

Plans for special projects staffed by volunteers or students that are approved by the Administration will be discussed with the Association prior to implementation. A bargaining unit member(s) will be assigned to the site of any volunteer or student work project.

Section 23.5

The Association may give prior written approval to waive its right to have a bargaining unit member(s) assigned to the site of a special project under the following conditions:

- (A) The project is a fund raiser in which one hundred percent of the money raised is contributed to the School District, or building involved.
- (B) That no regular bargaining unit work is performed on the site of this project.
- (C) A volunteer employee(s) agreed upon by both parties, an Administrator, or Supervisor must be assigned to the site of this project.
- (D) If necessary, the site will be cleaned before the next school session by an Association member.
- (E) The four (4) hour call-in may be waived if the need for the custodian is less than four (4) hours.

ARTICLE XXIV

VACANCIES/BIDDING

Section 24.1

A vacancy is an additional position, a newly created position, or a position from which an employee has retired, died, bid out, or taken an unpaid leave of absence which does not guarantee a return to position.

When an assignment is changed more than fifty percent (50%), the assignment is a vacancy and shall be posted for bidding in accordance with the bidding provisions in the Master Agreement. When fifty percent (50%) or more of the assignment remains the same, the employee in the assignment shall have the right to remain in the amended assignment.

However, the parties agree that, regardless of the above past practice, whenever the number of hours of a part-time position is increased, this position shall be a vacancy and shall be posted for bidding in accordance with the bidding provisions in the Master Agreement.

Section 24.2

Whenever a position becomes vacant or is known to become vacant, the vacancy shall be posted within ten (10) work days and shall be bid on the first Wednesday after the first Monday following the date of the posting. If the Wednesday is a holiday or a Section 6.5 day off with pay, the bid shall occur on the next regular work day. Assignment in the posted vacancy and the resulting changes in assignments caused by the bidding shall be effective the first Monday after the bid.. The effective assignment date may be amended with the agreement of the Administration and the BCPSMPA.

Known vacancy(ies) caused by bid outs shall be posted at the bid meeting.

Section 24.3

All vacancies and/or positions will be considered as a separate job according to duties, days and hours worked by previous employees, unless changed in the bid.

Section 24.4

When filling vacancies, making promotions within the Unit, or when new jobs or positions are created, the District will promote employees by seniority and qualifications.

- (A) The position of Classification 1 Custodians shall be bid by seniority only.
- (B) All other position shall be filled by the most senior employee, who bids for the position and who meets the qualifications listed below.
 - 1. Employees interested in a Class 6 Zone Leader position or a Class 5 H.S./M.S. Head Custodian position must take the Phase I: written test and the Phase II: hands-on mechanical test.
 - 2. Employees with Phase I and Phase II scores which average the mutually agreed upon benchmark minimums will move to Phase III: Panel evaluation.
 - 3. Class 6 Zone Leader and Class 5 H.S./M.S. Head Custodian positions shall be filled according to seniority from the employees who successfully achieved the minimum benchmarks established for Phase I, II, and III.
 - 4. Testing for Class 6 Zone Leader and Class 5 H.S./M.S. Head Custodian positions shall be conducted in June of each year, or as needed.
 - 5. Once an employee has taken and met the established benchmark minimums for a Class 6 Zone Leader and/or Class 5 H.S./M.S. Head Custodian position, the employee's score shall remain on record and be valid for future position openings.
 - 6. If Class 6 Zone Leader and Class 5 H.S./M.S. Head Custodian opening occurs and there are no employees on record who have met the benchmark minimums or if there are and such employees are not interested in the open position(s), testing will be offered to bargaining unit employees.
 - 7. The parties agree to meet through the LMC process to monitor and modify the above process as necessary.
- (C) Positions shall be filled by the most senior employee, who bids for the position, and who meets the qualifications listed below.

1. Employees interested in a Class 2, 3, or 4 position must take the Phase I: hands-on test.
2. Employees who score the benchmark minimum with Phase I will move to Phase II: panel evaluation.
 - i. The panel shall be: two administrators and two LMC members.
 - ii. The criteria and minimum benchmarks for Phase I and Phase II shall be developed jointly using the LMC process.
3. Class 2, 3, and 4 positions shall be filled according to seniority at a bid from the employees who successfully achieved the minimum benchmarks established for Phase I and II.
4. Testing for Class 2, 3, and 4 positions shall be conducted in June of each year, or as needed.
5. Once an employee has taken and met the benchmark minimums for Class 2, 3, and 4 positions, the employee's score shall remain on record and be valid for future position openings.
6. If a Class 2, 3, or 4 opening occurs and there are no employees on record who have met the benchmark minimums, or if there are and such employees are not interested in the open position(s), testing will be offered to bargaining unit employees.
7. The parties agree to meet through the LMC process to monitor and modify the above process as necessary.

Section 24.5

The Association has the right to be at all bid openings.

Section 24.6

Employees wishing to take advantage of bidding vacancies must be present, or file a proxy, indicating their prioritized preferences with the Director of Human Resources and Employee Relations and Association Committee.

Section 24.7

Openings which subsequently occur after the original vacancy(ies) has (have) been filled shall be bid by seniority and qualifications, if qualifications are required.

Section 24.8

The positions that may be open because of the bidding of the posted vacancy(ies) shall be filled at the bid meeting. Provided that every Bargaining Unit member has a position, any job unfilled after the normal bid procedure may be filled by a new hire.

Section 24.9

Any employee who bids on a position or who accepts another position at the above mentioned meetings, must accept such position when awarded to him/her.

Section 24.10

Any vacancy occurring after a bid meeting shall be filled by a newly hired regular employee within twenty (20) working days after the bid.

Section 24.11

When the employee is assigned to a position under the provisions of this Article, he/she shall be given no less than sixty (60) work days to demonstrate his/her ability to perform the job. Such trial may be extended by the Director of Human Resources and Employee Relations. Before the forty-fifth (45th) work day, the Director of Facilities will confer with the employee on their progress during the probatory period. Should there be concerns with performance during the probatory period, the Director of Facilities shall provide a written review to the employee on his/her performance of the job requirements. If the employee is unable to fulfill the job requirements, that position will be bid at a Special Bid Meeting with no less than fifteen (15) working days notice to the employees. He/she shall be given the opportunity to bid "other positions" on the vacancy he/she created.

Section 24.12

A person undertaking the duties of a Head Custodian of an elementary or intermediate building shall be provided building in-service by the prior custodian, or a qualified individual. This will allow the new employee to become acquainted with the electrical, heating and plumbing systems of that unit.

Section 24.13

Employees who were laid off from positions, and who were subsequently recalled, do not have displaced person rights to the position from which they were laid off.

ARTICLE XXV

DURATION OF AGREEMENT

- (A) This Agreement constitutes the entire collective bargaining negotiations on all subjects for the term of this Agreement, except as herein otherwise provided, and shall become effective as of July 1, 2019 and shall continue in full force and effect and be legally binding on the parties hereto, until June 30, 2022, and from year to year thereafter unless either party serves notice in writing upon the other party by March 1 prior to the expiration date of this Agreement or any following June 30th thereafter.

- (B) In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative(s) of the other party, and each party may select his/her representative(s) from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

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

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

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 18th day of November 2019.

**Bay City Public Schools
Maintenance Personnel Association**

Bay City Board of Education

President of BCPSMPA

President

Chief Negotiator

Secretary

Superintendent

Human Resources & Employee Relations

APPENDIX "A"

CUSTODIAL/MAINTENANCE SALARY SCHEDULE

Newly hired employees after October 1, 1994 shall be placed on Step 0 of their respective Classifications. No experience credit shall be granted to newly hired employees.

Employees who bid into Classification 2, 3, 4, and 5 positions shall be placed on Step 0, except when Step 0 is below the immediate previous hourly rate of the employee. In such cases, the current employee shall be placed on the respective Classification Step that is equal to or immediately above the previous hourly rate of the employee.

	Step	19-20	20-21	21-22
Classification 1		<i>(\$1.00)</i>	<i>\$0.40</i>	<i>\$0.40</i>
Custodian	1	\$ 10.97	\$ 11.37	\$ 11.77
	2	\$ 11.55	\$ 11.95	\$ 12.35
	3	\$ 12.08	\$ 12.48	\$ 12.88
	4	\$ 12.63	\$ 13.03	\$ 13.43
	5	\$ 13.23	\$ 13.63	\$ 14.03
	6	\$ 13.78	\$ 14.18	\$ 14.58
	7	\$ 14.35	\$ 14.75	\$ 15.15
	8	\$ 14.93	\$ 15.33	\$ 15.73
	9	\$ 15.48	\$ 15.88	\$ 16.28
	10	\$ 16.04	\$ 16.44	\$ 16.84
	11	\$ 16.59	\$ 16.99	\$ 17.39
	12	\$ 17.16	\$ 17.56	\$ 17.96
	13	\$ 17.74	\$ 18.14	\$ 18.54
	Step	19-20	20-21	21-22
Classification 2		<i>\$0.40</i>	<i>\$0.40</i>	<i>\$0.40</i>
Elementary Head Custodian; Other Building Head Custodian	0	\$ 15.16	\$ 15.56	\$ 15.96
	8	\$ 15.75	\$ 16.15	\$ 16.55
	9	\$ 16.38	\$ 16.78	\$ 17.18
	10	\$ 16.99	\$ 17.39	\$ 17.79
	11	\$ 17.56	\$ 17.96	\$ 18.36
	12	\$ 18.17	\$ 18.57	\$ 18.97
	Step	19-20	20-21	21-22
Classification 3		<i>\$0.40</i>	<i>\$0.40</i>	<i>\$0.40</i>
Warehouse Person (Inventory & Stock Control, Miscellaneous Substitute Duties)	0	\$ 15.59	\$ 15.99	\$ 16.39
	8	\$ 16.21	\$ 16.61	\$ 17.01
	9	\$ 16.83	\$ 17.23	\$ 17.63
	10	\$ 17.44	\$ 17.84	\$ 18.24
	11	\$ 18.06	\$ 18.46	\$ 18.86
	12	\$ 18.73	\$ 19.13	\$ 19.53
	Step	19-20	20-21	21-22
Classification 4		<i>\$0.40</i>	<i>\$0.40</i>	<i>\$0.40</i>

2 nd Shift Head Custodian; General Maintenance; General Maintenance/Weekend/Asbestos	0	\$ 16.12	\$ 16.52	\$ 16.92
	8	\$ 16.76	\$ 17.16	\$ 17.56
	9	\$ 17.41	\$ 17.81	\$ 18.21
	10	\$ 18.05	\$ 18.45	\$ 18.85
	11	\$ 18.70	\$ 19.10	\$ 19.50
	12	\$ 19.36	\$ 19.76	\$ 20.16
	Step	19-20	20-21	21-22
Classification 5		\$0.40	\$0.40	\$0.40
H.S./M.S. Head Custodian; Building Support Specialist (Year 1)	0	\$ 18.07	\$ 18.47	\$ 18.87
	8	\$ 18.96	\$ 19.36	\$ 19.76
	9	\$ 19.52	\$ 19.92	\$ 20.32
	10	\$ 20.24	\$ 20.64	\$ 21.04
	11	\$ 20.97	\$ 21.37	\$ 21.77
	12	\$ 21.72	\$ 22.12	\$ 22.52
	Step	19-20	20-21	21-22
Classification 6		\$0.40	\$0.40	\$0.40
District Licensed Master Electrician; Zone Leader; Journeyman Carpenter; Building Support Specialist (Year 2 forward)	0	\$ 22.36	\$ 22.76	\$ 23.16
	1	\$ 22.47	\$ 22.87	\$ 23.27
Shift Premium per hour	2 nd shift	\$ 0.44	\$ 0.45	\$ 0.47
	3 rd shift	\$ 0.54	\$ 0.55	\$ 0.57
Locksmith, District Lead Carpenter		\$ 0.33	\$ 0.34	\$ 0.36
One District Carpenter position shall be designed as the position which shall have the locksmith responsibilities. The most senior District Carpenter shall be designated the Lead Carpenter. All District Carpenters shall have masonry responsibilities.				
Appointed Crew Leader per hour		\$ 0.33	\$ 0.34	\$ 0.36
Herbicide Sprayer (Registered Technicians)		\$ 0.33	\$ 0.34	\$ 0.36
Split Shift per hour		\$ 0.44	\$ 0.45	\$ 0.47
Incentive/In-Service Training per hour (per 60 hours—maximum amount for I.T. is 480 hours)		\$ 0.17	\$ 0.18	\$ 0.20
Longevity				
4%, 5%, 7%, 8%				
School Employee Retirement:				
Paid by Board of Education at the State mandated rate				
Mileage:				
Authorized and logged miles will be paid at the current IRS rate.				

APPENDIX "B"

BAY CITY PUBLIC SCHOOLS

WORK RULES

for

MAINTENANCE EMPLOYEES

These rules are published for your information and to minimize the likelihood of any employee, through misunderstanding or otherwise, becoming subject to any disciplinary action. Violation of any rule cannot be ignored by management. It is only fair that you should be familiar with those rules that the school considers to be of great importance, as well as those that are considered less important.

GROUP A

FIRST OFFENSE	- Oral Reprimand (Documented)
SECOND OFFENSE	- Written Reprimand
THIRD OFFENSE	- Three (3) days off without pay
FOURTH OFFENSE	- Five (5) days off without pay
FIFTH OR MORE OFFENSE	- Twenty (20) days off without pay or discharge

1. Tardiness or absence without reasonable cause.
2. Failure to observe working hour schedules (starting time, quitting time, rest and meal periods).
3. Unsatisfactory work performance (loafing, interfering with other employees by talking, etc., performing personal work on school time, etc.).
4. Leaving regularly assigned work location without notifying your immediate supervisor (personal need excepted).
5. Gambling, lottery and any other game of chance on Board premises not authorized by Board action.
6. Overdraw of personal sick day balance – 1st offense will begin at the Third Offense level of three (3) days off without pay and will increase sequentially with further offenses to Fourth, Fifth, and beyond Offenses within the discipline process.

GROUP B

- FIRST OFFENSE - Five (5) days off without pay
- SECOND OFFENSE - Ten (10) days off without pay
- THIRD OR MORE OFFENSE - Twenty (20) days without pay or discharge

1. Threatening, intimidating, coercing or interfering with employees or supervision at any time.
2. Abusive or threatening language to parents, students, employees or management.
3. Failure or refusal to perform work as assigned by supervisor.
4. Fighting on premises at any time.
5. Reporting for work in an unsafe or unfit condition.
6. Sleeping while on duty.
7. Failure to properly safeguard, secure, or protect school property from damage, theft, etc.

GROUP C

- | | | |
|---|----|---|
| FIRST OFFENSE (If the misconduct constitutes a misdemeanor under Michigan law) | -- | Ten (10) days off without pay |
| SECOND OFFENSE (or first if the misconduct constitutes a felony under Michigan law) | -- | Twenty (20) days off without pay or discharge |
| THIRD OFFENSE (or second if the misconduct constitutes a felony under Michigan law) | -- | Discharge |

1. Falsification of any school record.
2. Deliberate misuse, abuse or destruction of Board property, tools, vehicles and equipment.
3. Removal of equipment from the premises without proper authorization.
4. Immoral or indecent conduct.
5. Theft or misappropriation of property of employees or of the Board of Education. Theft valued under \$150.00 will be treated as a first offense; Theft valued at \$150.00 or more will be treated as a second offense.
6. Possession of firearms or other dangerous weapons without authorization.
7. Failure to report to work for three (3) consecutive days without, by the end of the third day, notifying his supervisor of reasonable excuse for such absence and plans for returning.

The above lists are not intended to be all inclusive.

APPENDIX "C"

BAY CITY SCHOOL DISTRICT - BCPSMPA

Grievance Form

GR# _____

STEP TWO

School _____ Date Filed _____

Name of Grievant _____

Supervisor _____

Signature of Association Committeeman
Concurring Grievance Exists _____

Nature of Grievance and alleged date of occurrence:

Signature of Grievant _____

TO BE FILLED OUT BY SUPERVISOR or their DESIGNEE:

Date of Grievance _____

Date filed with Supervisor _____

Date of acknowledgment of Supervisor _____

Reply of Supervisor

Date _____

Supervisor or Designee

(White Copy to Director of Human Resources and Employee Relations, Pink Copy to BCPSMPA President, Goldenrod copy to BCPSMPA Steward, Blue Copy to Grievant)
Form G-2

APPENDIX "D"

BAY CITY SCHOOL DISTRICT - BCPSMPA

Grievance Form

GR# _____

STEP THREE

Date filed with Director of Human Resources and Employee Relations _____

Nature of Grievance:

BCPSMPA By _____

Date acknowledged by Director of Human Resources and Employee Relations _____

Reply of Director of Human Resources and Employee Relations:

Date _____

Director of Human Resources and Employee Relations

Date submitted to Arbitration _____

Decision of Arbitrator:

Date _____

Director of Human Resources and Employee Relations

(White Copy to Director of Human Resources and Employee Relations, Pink Copy to BCPSMPA President, Goldenrod Copy to BCPSMPA Steward, Blue Copy to Grievant)

Form G 3

APPENDIX "E"

MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS

and the

BAY CITY PUBLIC SCHOOLS MAINTENANCE PERSONNEL ASSOCIATION

This Memorandum of Understanding is a supplement to the Master Agreement between the parties and provides for the wages, hours and working conditions for the General Maintenance/Asbestos positions. The parties, hereinafter, agree that:

1. The rate of compensation for the General Maintenance/Asbestos positions shall be Classification 4.
2. Time in training sessions shall be counted as hours worked. Training sessions shall not exceed eight (8) hours per work day;
3. The Board shall provide and pay for all equipment and protective apparel, etc. in accordance with State and Federal guidelines/regulations;
4. All General Maintenance/Asbestos employees shall meet the minimum medical examination requirements as determined by the Administration. The Board shall pay for the medical examination.

When an employee who does not have a valid medical examination on file bids a General Maintenance/Asbestos position, the member shall be awarded the position on a contingent basis pending the results of the physical examination. Any employee who bids a General Maintenance/Asbestos position but who did not have a medical examination on file and who subsequently fails to meet the minimum medical requirements shall be assigned to a job unfilled after the previous bid procedure. If no job was unfilled after the previous bid procedure, the provisions of Article XX, Layoff/Recall shall apply.

7. In the event an General Maintenance/Asbestos employee believes that a performance of any asbestos work is illegal or unsafe, that employee shall discuss the matter with the immediate supervisor. If an agreement is not reached promptly, the matter shall be immediately referred to the Director of Facilities. If the Director of Facilities is not available or an agreement is not reached promptly, the matter shall be immediately referred to the Director of Personnel and Employee Relations.

Original Date: 11/30/89

Revised Dates: 5/29/07
7/1/11

APPENDIX "F"

This Appendix was removed by the parties effective with the 2019-2022 contract.

APPENDIX "G"

MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS

and the

BAY CITY PUBLIC SCHOOLS MAINTENANCE PERSONNEL ASSOCIATION

The parties agree to the following wages, hours and working conditions for Registered Technicians (herbicide sprayers).

1. The BCPS shall pay for the application, initial testing, requirements for re-certification and physical examinations. If an employee fails the initial test and wishes to retake the test, the employee shall be responsible for the retesting costs;
2. Three year-round Registered Technicians shall be paid the accretion in Appendix "A", and three back-up Registered Technicians shall be paid the accretion in Appendix "A" for each hour of a day when they spray, even though the back-up Registered Technician may spray for just a portion of that day;
3. Overtime hours shall be maintained on a separate board for Registered Technicians;
4. Registered Technician accreted positions (year-round and back-up) shall be offered first to General Maintenance by seniority, second to all other District Maintenance persons by seniority and third to all other employees by seniority;
5. Registered Technicians shall spray district-wide on an equitable, rotating basis. Whenever a Registered Technician whose regular assignment is to a building location sprays, a General Maintenance shall relieve that Registered Technician at the building location.

AGREED,

AGREED,

S/ William J. Wittbrodt
BAY CITY PUBLIC SCHOOLS

S/ Dave Jezewski
NON-ACADEMIC SCHOOL EMPLOYEES
ASSOCIATION, MEA/NEA

Date: August 10, 1992

Date: August 10, 1992

Appendix "H"

Section 5.5 Classifications

Classification 1	Custodian
Classification 2	Elementary Head Custodian Other Building Head Custodian
Classification 3	Warehouse Person (Inventory & Stock Control, Miscellaneous Substitute Duties)
Classification 4	2 nd Shift Head Custodian General Maintenance General Maintenance/Weekend/Asbestos
Classification 5	High School/M.S. Head Custodian
Classification 6	District Licensed Master Electrician District Licensed Master Carpenter Zone Leader

Rates of pay for these classifications shall be found in Appendix "A".

The list of positions and classifications that were in effect prior to 7/1/2005 have been moved to Appendix "J". Individuals that were in these positions prior to 7/1/2005 shall retain displacement rights based on these positions from 7/1/2005 through 6/30/2010.

APPENDIX “I”

Overtime Procedures

MAINTENANCE/SETUP/EVENT OVERTIME (Handy, Central, and Western)

First Priority Group
Building Engineer
Building Engineer – Second Shift
Zone Leader
Zone General Maintenance Staff

Second Priority Group
Building Custodial Staff

Third Priority Group
Other Zone General Maintenance

Custodial Overtime (Handy, Central and Western)

First Priority Group
Building Custodial Staff

Second Priority Group
Building Engineer
Building Engineer – Second Shift
Zone Leader
Zone General Maintenance Staff

Third Priority Group
Zone Custodial Staff

Fourth Priority Group
District Custodial Staff

Maintenance/Setup/Event/Custodial Overtime (Elementary and other buildings)

First Priority Group
Building Engineer
Building Custodial Staff

Second Priority Group
Zone Leader
Zone General Maintenance Staff

Third Priority Group
Other Zone General Maintenance

Fourth Priority Group
District Custodial Staff

Stadium Cleanup (Central and Western)

(2) Positions from Maintenance/Setup/Event Overtime Board
(3) Positions from Custodial Building Overtime Board
Total of (5) positions for Stadium cleanup

Notes:

1. District pesticide applicator's overtime will be maintained on a separate overtime board.
2. Each elementary school will maintain an overtime board. Following positions will be assigned to the building overtime board.
 - a. Maintenance/Setup/Event/Custodial OT Board
 - i. Building Engineer
 - ii. Building Custodial Staff
3. Handy Middle School, Western High/Middle School and Central High School will maintain two overtime boards; one for maintenance, setup and event coverage and one for custodial coverage. Following positions will be assigned to the respective board.
 - a. Maintenance/Setup/Event OT Board
 - i. Zone Leader
 - ii. General Maintenance
 - iii. Building Engineer
 - iv. Building Engineer – Second Shift
 - b. Custodial OT Board
 - i. Building Custodial Staff
4. For all hours worked or refused, individuals will be charged ONLY on the overtime board on which they are listed regardless of the assignment.
5. Overtime assignments that are greater than 6 hours may be divided equally and offered to multiple individuals following the overtime procedures outlined. Decision to divide an overtime assignment will be based on the evaluation of the assignment and workload.
6. Snow removal at entrances and sidewalks at Handy Middle School, Western High/Middle School and Central High School are the primary responsibility of the Building Engineer. Any additional assistance that is needed should be offered to the second shift Building Engineer and the building custodial staff following the overtime procedures outlined and contract language.
7. Snow removal at entrances and sidewalks at buildings other than those mentioned in item 6, are the primary responsibility of the Building Engineer. Any additional assistance will be provided by the zone general maintenance staff.
8. If an individual indicates they wish to be contacted for overtime while on vacation, they will be offered the opportunity to work/refuse the overtime.
9. If an individual indicates that while on vacation, they don't wish to be contacted for overtime or if an individual is ill or unavailable to work for other reasons, they will be charged with a refusal if they are eligible to work overtime.

5/1/08

Appendix "J"

Section 5.5 Classifications

Classification 1	Custodian
Classification 2	District Utility Person Building Utility Person 2nd Shift High School Lead Custodian 2nd Shift Intermediate Lead Custodian Custodian/Delivery Person Elementary Head Custodian Other Building Head Custodian
Classification 2	Warehouse Delivery Person (Supplies) Warehouse Delivery Person (Mail person) WHS/Transportation Utility/Head Custodian
Classification 3	District Carpenter (Locksmith) District Carpenter/Fence/Utility District Carpenter District Lead Carpenter WHS Building Mechanic District Electrician District Painter Warehouse Person (Inventory & Stock Control, Miscellaneous Substitute Duties) District Maintenance Mechanic District Asbestos Workers District Lead Asbestos Worker District Lead Mechanic
Classification 4	High School Head Custodian Handy Intermediate Custodian
Classification 5	Computer/Copier/Office Machine Technician
Classification 6	District Licensed Master Electrician District Licensed Master Carpenter

Rates of pay for these classifications shall be found in Appendix "A".

Persons currently holding accreted positions will continue in those positions. However, in the event a voluntary or involuntary transfer would make the accretion portion impractical, the accretion portion shall be offered to the most senior person qualified for the accreted position.

Appendix “K”

Buildings and Grounds Department Staff Replacement Procedures (5 or more day vacancy)

Zone Leader

1. Offer to most senior to least senior General Maintenance in the zone
2. Offer to most senior to least senior Baxman General Maintenance regardless of shift
3. Offer to most senior to least senior General Maintenance in other zones.
4. Offer to most senior to least senior Class II in the zone

Building Support Specialist

1. Offer to most senior to least senior person who has qualified for the position or do not fill based on duration of absence and workload.

Building Engineer (Handy, Central and Western)

1. Offer to Second Shift Building Engineer
2. Offer to most senior to least senior General Maintenance in the zone
3. Offer to most senior to least senior Class II in the zone
4. Offer to most senior to least senior General Maintenance in other zones
5. Offer to most senior to least senior Class II in the District

Building Engineer – Second Shift (Handy, Central and Western)

1. Offer to most senior to least senior Class I in the building
2. Offer to most senior to least senior Class II in the zone
3. Offer to most senior to least senior Class I in the zone

Building Engineer (Elementary and other building)

1. Offer to most senior to least senior second shift Class I in the building
2. Offer to most senior to least senior Class I in the zone
3. Offer to most senior to least senior Class I in the District

Zone General Maintenance

1. Offer to most senior to least senior Class II in the zone
2. Offer to most senior to least senior Class I in the zone
3. Offer to most senior to least senior Class II in the District
4. Offer to most senior to least senior Class I in the District

Baxman Maintenance Bldg. General Maintenance

1. Offer to most senior to least senior Class II in the District
2. Offer to most senior to least senior Class I in the District

Class I

1. Fill with temp/substitute custodian

Second shift employees called in to replace an employee on first shift shall retain their shift premium.
(7/6/16)

Revised 8/29/05

5/1/08

Buildings and Grounds Department Staff Replacement Procedures (4 or less day vacancy)

Zone Leader

1. Offer to most senior to least senior General Maintenance in the zone
2. Operate with coverage from other Zone Leaders and department administrators

Building Support Specialist

1. Offer to most senior to least senior person who has qualified for the position or do not fill based on duration of absence and workload

Building Engineer (Handy, Central and Western)

1. Offer to Second Shift Building Engineer
2. Offer to most senior to least senior shift Class I in the building working the 6:00 am to 2:30 pm position and the 12:00 pm to 8:30 pm position
3. Assign to least senior zone General Maintenance person

Building Engineer – Second Shift (Handy, Central and Western)

1. Offer to most senior to least senior 2nd shift Class I in the building
2. Operate with coverage for 2nd shift zone General Maintenance

Building Engineer (Elementary and other building)

1. Offer to most senior to least senior second shift Class I in the building
2. Fill with temp/substitute custodian or cover with zone General Maintenance

Zone General Maintenance

1. Offer to most senior to least senior Class II in the zone or do not fill based on duration of absence and workload

Baxman Maintenance Bldg. General Maintenance

1. Offer to most senior to least senior Class II in the District
2. Operate with coverage for 2nd shift zone General Maintenance

Class I

1. Fill with temp/substitute custodian

Notes:

1. At the beginning of the 1st semester and at the beginning of the 2nd semester, department employees will be contacted by email and requested to reply if they wish to be contacted when following the replacement procedures outlined in Appendix "K"

Appendix "L"

MEMORANDUM OF UNDERSTANDING

Between the

BAY CITY PUBLIC SCHOOLS

and the

BAY CITY PUBLIC SCHOOLS MAINTENANCE ASSOCIATION

June 13, 2013

Effective July 1, 2013 the BCPS Maintenance Association agrees to waive custodial support services only for the Forest Center and Webster Day Care Center. This waiving of services will remain in effect as long as the programs housed as at these facilities are not Bay City Public Schools' academic programs.

Should there be a change in the programs at either of these facilities, both parties agree to re-evaluate the scope of support provided by the BCPS Maintenance Association.

This agreement is made without prejudice to either parties' position and is not precedent-setting.

AGREED,

AGREED,


BAY CITY PUBLIC SCHOOLS


BAY CITY PUBLIC SCHOOLS
MAINTENANCE PERSONNEL ASSOCIATION

6-19-13
Dated

6/18/13
Dated