

4357

6/30/2003

SUPERVISORS

Bay City Public Schools

AGREEMENT

between

THE BAY CITY BOARD OF EDUCATION

and

THE ASSOCIATION OF SUPERVISORY PERSONNEL

of

THE BAY CITY PUBLIC SCHOOL DISTRICT

Covering the Years

1997 - 1998

1998 - 1999

1999 - 2000

2000 - 2001

2001 - 2002

2002 - 2003

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**AGREEMENT BETWEEN
THE BAY CITY BOARD OF EDUCATION
and
THE ASSOCIATION OF SUPERVISORY PERSONNEL
OF THE BAY CITY PUBLIC SCHOOLS**

THIS AGREEMENT, entered into this first day of July, 1997, by and between the Board of Education of the School District of the City of Bay City, Michigan, hereinafter called the "Board", and the Association of Supervisory Personnel of the Bay City Public Schools, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing the supportive services necessary to provide a quality education for the children of the Bay City School District is their mutual aim; and

WHEREAS, Supervisors are qualified to assist in suggesting and developing policies and programs to improve the supportive services; and

WHEREAS, the parties, following deliberate professional negotiations, reached some certain understanding which they desire to incorporate into this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and benefits to be derived, the parties respectively agree to the following articles and/or provisions:

ARTICLE I

RECOGNITION

Section 1.01

The Bay City Board of Education recognizes the Association of Supervisory Personnel of the Bay City Public Schools as the sole and exclusive representative of all supervisory personnel.

Section 1.02

Such representation of the Association shall cover all employees whose role or function is that which is normally performed by supervisory personnel.

Section 1.03

The term of "Supervisor" as used in this Agreement shall be a person who supervises, manages, directs, assumes responsibility, or has jurisdiction over personnel, records, events, programs, or property that is owned or that which the Board is the lessor, or leased or being used by the Bay City Public School District.

Section 1.04

For purposes of this agreement, Supervisors included in this contract include, but are not limited to, the following: Supervisor of Maintenance/Warehouse, Supervisor of Maintenance/Custodial Services, Supervisor of Maintenance/Technical Support Services, Supervisor of Maintenance/Asbestos and Special Projects, Supervisor of Maintenance/Grounds and Custodial Services, Supervisor of Intermediate Attendance, Food Service Managers and the District Volunteer Coordinator. Other supervisory positions will be included in the Association provided such positions are deemed to be essentially in the normal categories included herein by the parties hereto.

Section 1.05

Excluded from this classification are those certified employees serving as student instructors, counselors, or administrators who are members of the Bay City Public Schools Administrative Association, Bay City Education Association, or other similar organizations.

ARTICLE II

ENCOURAGEMENT AND SUPPORT OF SUPERVISORS

Section 2.01

The Board hereby agrees to render to its Supervisors full encouragement and support when they are acting within the scope of their employment.

Section 2.02

The Parties recognized that as jobs change and as new methods of operation are developed it is to the advantage of the employee and the employer that identified training programs may be utilized to improve supervisory skills and training. Employees sent to programs for inservice or education shall be at District expense and at no loss of regular compensation.

Section 2.03

The District may allow up to twenty-one (21) days in each calendar year, upon the prior approval of the Director of Support Services and subject to scheduling and budgeting allowance, for the express purpose of improving the Supervisors' specific job skills through professional development. Additional days may be granted at the discretion of the Director of Support Services.

Unit members are encouraged to share with the Director of Support Services the known dates and costs of programs which might be considered for member participation.

ARTICLE III

RIGHTS OF THE BOARD OF EDUCATION

Section 3.01

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 Constitution 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.

ARTICLE IV

SUPERVISORS RIGHTS AND RESPONSIBILITIES

Section 4.01

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, gender, or membership in, or association with, the activities of any employee organization. The Board and the Association pledge themselves to seek to provide the supportive services to extend the advantages of public education to every student without regard to race, creed, religion, color, age, gender, marital status, national origin, height, weight, physical or mental handicap.

Section 4.02

Duly authorized representatives of the Association, and representatives of an affiliated organization if any, shall be permitted to transact official Association business on school property, provided that such activities do not interfere with normal school business and/or operations of the management responsibilities of the Supervisors involved, and prior approval is granted by the Director of Support Services or Immediate Supervisor.

Section 4.03

This Association and its representatives shall be permitted to use office facilities and equipment of the school district, provided such use does not interfere with normal school business, and prior approval is granted by the Director of Support Services or Immediate Supervisor.

Section 4.04

The Association shall be informed of any new or modified fiscal, budgetary or tax programs, construction programs or major revisions in supportive services policies affecting the Association, which are proposed, and the Association shall be given the opportunity to provide input with respect to said matters prior to their adoption and/or general publication.

ARTICLE V

PAYROLL DEDUCTIONS

Section 5.01 Deductions

The Board will provide that, whenever duly authorized by any Supervisor on a form or forms approved by the Board, payroll deductions on behalf of such employee shall be made from the salary check as directed by the Supervisor. The Board will provide that any payroll deduction sanctioned by the School District will be authorized.

Section 5.02 Association Dues

The Board agrees that all employees covered by this Agreement shall either be members of the Association or pay an amount equal to Association dues to the Association. Any new employees covered by this Agreement shall either become members of the Association or begin payment of an amount equal to Association dues after the expiration of thirty (30) calendar days of employment. The Board

shall deduct one-twelfth of such dues and remit same to the Treasurer of the Association of Supervisory Personnel in the next pay period.

This provision shall be a condition of employment and no employee covered by this Agreement shall be retained by the Board of Education unless said employee is in compliance with this provision.

ARTICLE VI

SUPERVISOR'S EVALUATIONS

Section 6.01

The Board recognizes that a Supervisor's effectiveness is dependent on a clear understanding between the Supervisor and his/her Immediate Supervisor regarding specific criteria by which his/her effectiveness shall be evaluated. The Board, therefore, assigns each Supervisor's Immediate Supervisor the responsibility of conducting an evaluation, such evaluation to be completed not later than May 15 of each year. The evaluation shall be based solely upon the performance of duties set forth in the job description of the Supervisor being evaluated.

Section 6.02

In order that each Supervisor may be aware of his/her strengths and deficiencies, the evaluation shall be written and such evaluation will include: (a) a statement of strengths and/or deficiencies, (b) a statement of the improvement desired, and (c) a reasonable time period within which specific improvements are expected to be realized.

Section 6.03

No supervisor shall be disciplined, suspended, reduced in classification or pay, or dismissed except for just cause. By way of illustration, just cause shall include the following conduct: willful disregard of Board policies or the terms of this Agreement, dishonesty, incompetence, insubordination, or unprofessional conduct.

Section 6.04

If the Board determines that it shall not continue to employ a Supervisor in his/her position as Supervisor, the Board shall give written notice to the individual and the Association of such determination and shall provide, in writing, within seven (7) calendar days of the notice, the basis for its determination. In the event that such determination is based upon unacceptable performance of the individual Supervisor, such determination shall be based solely upon performance following previous

evaluations. The parties acknowledge that reductions in the supervisory staff may be the result of, or due to, a decline in the overall fiscal standing of the District. In those instances, such reductions shall not be tied to an individuals performance other than as contained in the criteria stated in Article XII.

Each Supervisor shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the Supervisor's request, accompany the Supervisor in conducting such a review. The review will be made in the presence of the Director of Support Services or his/her designee. The Supervisor may challenge any materials in the file and if the accuracy or completeness of the file is contested by the Supervisor, he/she may provide a written statement and any other relevant material and ask that these be added to his/her personnel file. Any materials added to the personnel file shall be signed and dated by the Supervisor.

Section 6.05

Actions taken for the purpose of observing, monitoring or evaluating the performance of the Supervisor shall be conducted with full knowledge of the Supervisor.

Section 6.06

The Supervisor shall be promptly notified of any complaints of a serious nature brought by a citizen, other employees, or a member of the Board of Education.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 7.01

The term "grievance" is hereby defined to mean a complaint by a Supervisor or a group of Supervisors based on an alleged violation of this Agreement, or a dispute involving the meaning, interpretation, or application thereof.

Section 7.02

If the Association or employee(s) presents a grievance, it shall be consistent with the provisions of this Agreement. The Association or employee(s) shall be permitted to be heard at each level of the procedure under which the appeal shall be considered.

Section 7.03

Notwithstanding the provisions of Section 7.05, an appeal that affects more than one Supervisor not reporting to the same Immediate Supervisor may be submitted, in writing, to the Director of Support Services directly, and the processing of such an appeal shall be commenced at Level Two.

Section 7.04

Failure at any level of this procedure to communicate the decision of an appeal within the specified time limits to the aggrieved employee, and to the chairperson of the professional appeal committee, shall permit the aggrieved party or parties to proceed to the next level.

Section 7.05

LEVEL ONE: An informal settlement between the aggrieved Supervisor and his/her immediate Supervisor, or designated representative of the Board if his/her Supervisor is a member of the Association, shall be attempted.

LEVEL TWO: A Supervisor with a grievance, with or without the chairperson of the professional grievance committee or its designee, shall present the appeal in writing to his/her immediate Supervisor, or a designated representative of the Board if his/her Supervisor is a member of the Association, within twenty (20) calendar days, of the occurrence of the knowledge of the event upon which the grievance is based.

LEVEL THREE: (a) In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level Two, or in the event that no decision has been reached within ten (10) calendar days of filing an appeal at Level Two, it shall be referred to the Director of Support Services.

(b) The Director of Support Services or his/her designee shall represent the Board at this level of the grievance procedure. Within fifteen (15) calendar days after the receipt of the written grievance by the Director of Support Services, he/she shall meet with the aggrieved employee and the designated representative of the Association in an effort to settle the grievance.

LEVEL FOUR: In the event that the grievance shall not have been satisfactorily disposed of at Level Three, or in the event that no decision has been rendered within fifteen (15) calendar days after the Level Three meeting, the Association may within fifteen (15) calendar days, refer the unsettled grievance to arbitration. The arbitrator shall be selected by an agreement between both parties. If the parties are unable to agree upon an arbitrator, the selection shall be made by the American Arbitration Association, in accordance with its Rules and Regulations. The Board and the Association shall not be permitted to assert, in such arbitration proceedings,

any grounds, or to rely on any evidence not previously disclosed to the other party as part of or during the proceedings at Levels One, Two, or Three. The arbitrator shall be without power or authority to make any decision prohibited by law, or to add to, alter or modify this Agreement. The decision of the arbitrator shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions of the issues submitted. The decision shall be final and binding on both parties. The costs of the services of the arbitrator shall be borne by both parties equally.

ARTICLE VIII

WORK YEAR - HOLIDAYS AND VACATION DAYS

All Supervisors shall be twelve (12) month employees unless a shorter work period is defined in the individual Supervisor's job description. The term of each employment year shall be July 1 through June 30.

Section 8.01 Holidays - Legal

July 4th

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Day (December 25th) and:

December 24th, if Christmas is on Tuesday

December 26th, if Christmas is on Thursday

December 24th, if Christmas is on Saturday

(in lieu of Christmas Day)

December 26th, if Christmas is on Sunday

(in lieu of Christmas Day)

New Year's Day (January 1st) and:

December 31st, if New Year's Day is on Tuesday

January 2nd, if New Year's Day is on Thursday

December 31st, if New Year's is on Saturday

(in lieu of New Year's Day)

January 2nd, if New Year's is on Sunday

(in lieu of New Year's Day)

Good Friday

Memorial Day

Labor Day

The Christmas and New Year's holiday break for twelve (12) month Supervisors and the District Volunteer Coordinator will be the same schedule as the custodians.

Section 8.02 Worked Holiday

When it is necessary for a Supervisor to work on a holiday as listed above, said Supervisor shall be allowed to reschedule that day off at a later date, such date to be scheduled with the approval of their immediate Supervisor.

Section 8.03 Vacation Accumulation

Vacation days for new employees shall begin with twelve (12) days per full work year. On July 1 of each successive year, two (2) additional vacation days shall be granted until a maximum of twenty five (25) vacation days for 52 week employees have been earned and twenty (20) vacation days for less than 52 week employees have been earned. Said vacation days are exclusive of holidays.

Section 8.04 Vacation Scheduling

Each Supervisor shall be entitled to schedule and take his/her earned vacation allotment during the year in which said days are granted. Supervisors working less than 52 weeks, other than the District Volunteer Coordinator, shall take vacation days when students are not in session. The remaining vacation days must be taken with the permission of their Immediate Supervisor.

Vacation days may not be carried over to another year unless written permission is granted by the Director of Support Services. The decision by the Director of Support Services is final and not subject to the appeal procedure. No more than one (1) year may be carried over under any circumstances.

ARTICLE IX

COMPENSATION

Section 9.01

The employees covered by this Agreement shall be paid in accordance with the Salary Schedule attached to this agreement and identified as Appendix "A".

Section 9.02

The Salary Schedule is based upon a normal five (5) day work week and the annual compensation shall be paid in twenty-six (26) bi-weekly installments, or pro-rated for those Supervisors who work less than fifty-two (52) weeks.

Section 9.03 Responsibility Factors

Beginning with the 1997-1998 contract year, Responsibility Factors will be assigned which will be used to determine pay for performance incentives. These performance incentives shall be capped at \$1,500, or less, per employee, per year, as assigned by the Superintendent. For purposes of assessing the performance of an individual, each Supervisor will have the opportunity to submit a statement to the Superintendent. Attached as Appendix "C" are forms setting forth the appropriate factors. All decisions made by the Superintendent will be final and are not subject to the appeal process. Supervisors that are denied a performance incentive will be afforded the opportunity to meet with the Superintendent on an individual basis to discuss their particular circumstance.

Section 9.04 Mileage

Upon presentation of proper documentation by the Supervisor to his/her Immediate Supervisor, approved school related mileage expenses shall be reimbursed at the rate established by the Board, but shall not be less than twenty-six (26) cents per mile.

Section 9.05 Apparel

The parties acknowledge that, as part of their day-to-day duties, the Association members are called upon to perform duties outdoors and exposed to the elements. As it is often necessary that, in the most severe of weather the Supervisors must be outdoors to effectively oversee the work being undertaken, the Board shall provide appropriate clothing and outerwear to protect employees from the elements. Such items of clothing shall be provided at such times and in such manner and style as the Director of Maintenance determines to be appropriate given the nature of the position held by the Supervisor.

Section 9.06 Tuition

Tuition for college coursework, undergraduate and/or graduate, shall be paid for by the Board for up to a maximum of six (6) credit hours per contract year for members of the Association upon proof of registration. An additional three (3) college credit hours per year may be granted by the Superintendent.

Prior approval of coursework shall be required through the office of the Director of Support Services. Courses shall be taken beyond the "normal" workday. Exceptions to this may be appealed to the Director of Support Services. Decisions of the Director of Support Services shall be final.

Tuition costs will be reimbursed to the Association member and may be prepaid by the Board. Documentation of satisfactory completion of the course (a grade of "C" or

higher) will be required of the employee or money paid to the Association member shall be reimbursed to the District.

If an employee is interested in out-of-state tuition, up to a maximum of \$100 per credit hour shall be allowed for the employee with a limit of six (6) credit hours per contract year.

The cost of class required textbooks shall be reimbursed by the District. Receipts shall be turned in to the Director of Support Services prior to reimbursement. Reimbursement for required textbooks shall be subject to the requirement of successful completion of the related course as stated above.

Supplemental textbooks, materials, mileage, and incidental costs are the responsibility of the employee, and shall not be reimbursed by the District.

Section 9.07 Longevity

A longevity payment shall be paid for years of service in the Bay City School District according to the following schedule:

On the 10th, 11th, 12th, 13th and
14th year of service 1% of unit member's current step
and level per Appendix A.

On the 15th, 16th, 17th, 18th and
19th year of service 2% of unit member's current step
and level per Appendix A.

On the 20th, 21st, 22nd, 23rd, and
24th year of service 3% of unit member's current step
and level per Appendix A.

On the 25th, 26th, 27th, 28th, and
29th year of service and thereafter.....4% of unit member's current
step and level per Appendix A.

These years shall be determined by the following method:

1) A Unit member hired during the first half of the school fiscal year, July through December 31, shall have a longevity date as of July 1 of the fiscal year. A Unit member hired during the last half of the school fiscal year, January 1 through June 30, shall have a longevity date of July 1 of the following fiscal year.

2) To find the tenth, fifteenth, twentieth, 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 1%, 2%, 3%, or 4% longevity begins as per example.

EXAMPLE:

Longevity	July 1, 1960	July 1, 1960	July 1, 1960	July 1, 1960
Add	_____9	_____14	_____19	_____24

1%, 2%, 3% or 4%

longevity begins July 1, 1969 July 1, 1974 July 1, 1979 July 1, 1984

9.08 Previously Granted Increase

Any employee currently receiving a one hundred dollar (\$100.00) increase above the employee's current grade and step for each fifty (50) class hours of prior approved courses as provided for in the 1977-78 through 1997-80 Association Agreement shall continue to receive such increase during each year of this Agreement.

ARTICLE X

SEVERANCE AND RETIREMENT

Section 10.10 Severance Pay

At any time a Supervisor having fifteen (15) or more years of service to the District shall leave the employ of the District for reasons other than retirement under Section 10.20, he/she shall receive severance pay of two hundred dollars (\$200) for each year of service but not to exceed six thousand dollars (\$6,000), plus severance pay prorated at current salary for every day of accumulated sick leave over forty (40) days but not to exceed four thousand five hundred (\$4,500) dollars. In the event of the death of a Supervisor, the designated beneficiary(ies) of said Supervisor shall receive all severance pay due said Supervisor.

Section 10.20 Retirement Benefits

A Supervisor who has at least fifteen (15) years of Bay City Public Schools service and who retires under the Michigan Public Schools Employees Retirement System (MPERS) shall receive a retirement benefit in accordance with the following terms and conditions:

He/she shall notify the Director of Support Services of an intent to take an early retirement at least thirty (30) days prior to the effective date of retirement unless otherwise waived by the Superintendent.

Section 10.201

To receive the full retirement benefit that the Supervisor qualifies for, the Supervisor shall retire prior to the July 1st after the date the Supervisor became eligible to retire under MPSERS. However, for purposes of the retirement benefit contained in this Article, years of service credit shall mean thirty (30) years of actual Michigan Public Schools service credit, including out of state purchased service credit such as, but not limited to, universal (generic), military, child rearing, Peace Corps, or VISTA. Such non-public school purchased service credit, however, may be used by a Supervisor with less than thirty (30) years of actual Michigan and/or out of state purchased service credit to meet or exceed the MPSERS retirement requirements without reducing the Supervisor's early retirement benefits provided in this Article. In addition, for a Supervisor in the MPSERS Member Investment Plan (MIP) the reduction in Section 10.25 (1-4) shall become initially effective only after the Supervisor is age 55 with thirty (30) years of actual Michigan Public Schools Service Credit, including out of state purchased service credit if any.

A Supervisor who is able to retire under any other MPSERS Provision such as, but not limited to, disability or who has at least ten (10) years of service and is age 60 is a Supervisor who meets the requirements to be eligible for retirement.

However, for purposes of the retirement benefit contained in this Article, a Supervisor who is eligible to retire under MPSERS after age 55 but before age 60 and who has less than 30.0 years of service credit and with service credit in each of the five (5) school fiscal years immediately preceding the retirement allowance effective date shall not suffer the reduction in Section 10.25 (1-4) if the Supervisor retires before age 60. Such reductions shall be initially effective if the Supervisor does not retire prior to the beginning of the school year after the Supervisor becomes age 61. Such Supervisor will be a Supervisor who meets the requirement to be eligible for retirement when the Supervisor is age 60.

Section 10.202

(A) Subject to Section 10.205, a Supervisor with twenty-five (25) or more years of service to the Bay City Public Schools and who retires prior to July 1st following the date the Supervisor became eligible for retirement and:

- (1) Who has averaged four (4) or less personal sick day usage per school year shall receive forty thousand dollars (\$40,000).
- (2) Who averaged more than four (4) but six (6) or less personal sick day usage per school year shall receive thirty-six thousand dollars (\$36,000).
- (3) Who has averaged more than six (6) but eight (8) or less personal sick day usage per school year shall receive thirty-two thousand dollars (\$32,000).

(4) Who has averaged more than eight (8) personal sick day usage per school year shall receive twenty-eight thousand dollars (\$28,000).

(B) Subject to Section 10.205, a Supervisor with less than twenty-five (25) years of service to the Bay City Public Schools and who retires prior to July 1st following the date the Supervisor became eligible for retirement and:

(1) Who has averaged four (4) or less personal sick day usage per school year shall receive thirty thousand dollars (\$30,000).

(2) Who averaged more than four (4) but six (6) or less personal sick day usage per school year shall receive twenty-six thousand dollars (\$26,000).

(3) Who has averaged more than six (6) but eight (8) or less personal sick day usage per school year shall receive twenty-two thousand dollars (\$22,000).

(4) Who has averaged more than eight (8) personal sick day usage per school year shall receive eighteen thousand dollars (\$18,000).

Section 10.203

Personal sick day usage prior to the 1974-75 school year shall not be included in averaging a Supervisor's personal sick day usage per school year.

Section 10.204

Personal sick day usage caused by long term, catastrophic illness, injury or incapacitation, as verified by doctor's statement, shall not be included in calculating the above personal sick day usage averages.

Section 10.205

(1) The retirement benefit for any Supervisor whose effective retirement date is after July 1st following the date the Supervisor became eligible for retirement, but before the second July 1st following the date the employee became eligible for retirement, shall be reduced by sixteen percent (16%).

(2) The retirement benefit for any Supervisor whose effective retirement date is after the second July 1st following the date the Supervisor became eligible for retirement, but before the third July 1st following the date the employee became eligible to retire, shall be reduced by thirty-two percent (32%).

(3) The retirement benefit for any Supervisor whose effective retirement date is after the third July 1st following the date the Supervisor became eligible for retirement, but before the fourth July 1st following the date the employee became eligible to retire, shall be reduced by forty-eight percent (48%).

(4) The retirement benefit for any Supervisor whose effective retirement date is after the fourth July 1st following the date the Supervisor became eligible for retirement, the retirement benefit shall be reduced by fifty-six percent (56%).

Section 10.206

The retired Supervisor shall receive the amount in equal bi-weekly installments over a ten year (10) period. The equal bi-monthly installments shall be remitted to the retired Supervisor on the off-pay Friday, beginning with the first off-pay Friday of the next school year or if the Supervisor's retirement is effective during a school year, the first off-pay Friday following the first full month after the effective date of retirement.

The ten year equal bi-monthly installments may be modified to less than a ten (10) year period at the discretion of the Superintendent. The decision of the Superintendent shall be final and shall not be subject to the grievance procedure.

Section 10.207 Beneficiary

In the event a retired Supervisor dies prior to receiving all the installments, the retired Supervisor's beneficiary(ies) shall receive the remaining installments. Upon retiring, the Supervisor shall submit the names(s) of the beneficiary(ies), in writing, to the Personnel Office.

ARTICLE XI

CREATION OF NEW SUPERVISORY POSITIONS

Section 11.01

The Board reserves unto itself the right to create new supervisory positions. However, the duties, wages, hours of employment, and other conditions of employment shall be mutually agreed upon by the Board of Education and the Supervisory Association.

Other supervisory positions will be included in the Association, provided such position/s is/are deemed to be essential to the normal categories included herein by the parties hereto. Failure to agree will result in the appeal procedure set forth in Article VII being followed.

Section 11.02

New positions will be filled within ninety (90) calendar days after the Board informs the Association of its desire to create such position(s).

ARTICLE XII

REDUCTION OF STAFF

Section 12.01 Determination Factors

If the Board determines that it is necessary to reduce the number of Supervisors, the Board shall confer with the Association regarding the necessity and feasibility of the reduction and shall present the reasons underlying the decision.

Once the need for reduction of Supervisory force is established, the Board and the Association shall develop an equitable and feasible procedure of lay-off and recall.

The following factors, weighted by priority as to their order of listing, shall be used to determine Supervisor/s to be laid off shall be:

- 1) Recommendation of the Director of Maintenance or Superintendent's designee
- 2) Evaluation records
- 3) Qualifications regarding current position
- 4) Total experience as a Supervisor with the Bay City Public Schools
- 5) Total experience as an employee of the Bay City Public Schools

Any lay-offs shall be equivalent to the total number of supervisory positions being reduced. A Supervisor scheduled to be laid off must be notified, in writing, by the Board at least ninety (90) calendar days prior to the lay-off date.

Section 12.02 Allocation of Duties

When reduction of supervisory staff dictates added work load to remaining Supervisors, the duties will be allocated as evenly as possible. The Board and Association shall confer and agree on such matters. In the event the parties cannot agree upon the allocation of duties, the matter shall be resolved pursuant to the appeal process set forth in Article VII.

ARTICLE XIII

SICK LEAVE AND SICK LEAVE BANK

Section 13.01 Purpose

The primary purpose of the sick leave allowance is to cover the absence of a Supervisor from work because of personal illness or injury sufficiently severe that would render his/her presence at his/her job inadvisable. Sick leave applies only to absences resulting from illness or injury to the employee.

Section 13.02 Rate of Accumulation

Sick leave accumulates at the rate of six (6) days per semester and shall be unlimited in total accumulation. Accumulated sick leave shall be reported monthly on the payroll forms and a record of total days available will be available in the office of the Immediate Superior.

Section 13.03 Verification of Illness/Injury

If there is a question or concern regarding the illness or injury 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 or the employee may return to work.

Section 13.04 Worker's Compensation

Any Supervisor who is absent because of an injury or illness 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 benefits are exhausted. If the employee continues to be absent as a result of a compensable illness, he/she will continue receiving the allowance provided under Workers' Compensation for the duration of the disability or as otherwise provided under such Act.

Section 13.05 Sick Leave Bank

To afford additional protection against a prolonged illness or injury, the Sick Leave Bank has been established for all employees of the District and each employee covered by this Agreement shall participate as follows:

- (a) A prolonged illness shall be defined as any illness that extends beyond ten (10) work days.
- (b) An employee may not draw from the Sick Leave Bank more than a combined total of 180 days during the duration of his/her employment with the Bay City School District.
- (c) Any employee who has been counseled for excessive absenteeism shall not be eligible for the Sick Leave Bank for a period of two (2) years from the date of the counseling meeting. For purposes of this Section, an Items of Concern meeting shall constitute a counseling meeting.

Section 13.06 Minimum Level

The Sick Leave Bank shall be maintained at a minimum level of two thousand (2,000) days. Whenever the Sick Leave Bank falls below two thousand (2,000) days, the Sick Leave Bank Appeal 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 five hundred (2,500) days. Each employee shall be assessed the same number of sick leave days, to the nearest full day, as is necessary to reach the stated level.

Section 13.07 Assessment of Days

Additions to the Bank as may be necessary to maintain the established minimum shall be assessed pursuant to Section 13.06 at the beginning of each semester.

Section 13.08 Qualification Period

Upon depletion of a member's own accumulated sick leave, he/she may apply for approval of additional days from the Sick Leave Bank however must wait fifteen (15) calendar days before actually drawing from the Bank. Business days within the fifteen (15) day qualifying period shall be paid retroactively when a grant for usage of the Sick Leave Bank has been authorized by the Appeal Board.

Section 13.09 Application

Any employee on sick leave may apply to participate in the Sick Leave Bank by filing an application in the Superintendent's office or to the office of the Superintendent's stated designee.

Section 13.10 Replacement Exemption

Persons withdrawing sick leave days from the Bank shall not be required to replace these days except as a regular contributing member of the bank.

Section 13.11 Verification of Illness/Injury

If there is a question or concern regarding the illness or injury of an employee, the Superintendent or his/her designee may require a doctor's statement verifying the illness or may direct that said individual be examined by two (2) doctors of the Appeal Board's choosing to determine if the illness or injury warrants usage of days from the Bank by the employee. The Appeal Board will require such examination if requested to do so by the Superintendent or his/her designee.

Section 13.12 Appeal Board

The Appeal Board in its sole discretion may grant or suspend an employee's usage of sick days from the Bank. The decision of Appeal Board shall be final and binding upon the individual employee.

Section 13.13 Appeal Board Representation

The Sick Leave Appeal Board shall be comprised of the following individuals:

- a) four (4) elected officers and the chairperson as appointed by the Bay City Education Association, and
- b) the president of the Administrator's Association, and
- c) two (2) central staff administrators, and
- d) the presidents of the non-teaching organizations, and
- e) the Superintendent or his/her designee.

Section 13.14 Non-accumulation

No employee will be credited with personal sick leave allowance while drawing from his/her own accumulated sick leave or the Sick Leave Bank until he/she has reported back to work.

Section 13.15 Report

A report of the Sick Leave Bank will be available through the office of the Superintendent, including a statement of the number of days granted from the Bank, the number of days remaining in the Bank and the financial cost of the days granted.

Section 13.16 Additional Days

Upon recommendation from the Appeal Board, additional days may be granted at the discretion of the Superintendent, and the decision of the Superintendent shall be final and binding upon the Appeal Board and the individual employee.

ARTICLE XIV

LEAVES OF ABSENCE

Section 14.01 Purpose

Any employee whose personal illness or disability extends beyond the period compensated under the "Sick Leave Bank" shall be granted a leave of absence without pay or benefits for such additional time as may be necessary for complete recovery from such illness. Leave of absence without pay shall not exceed two (2) years. Upon return from leave, the employee shall be assigned to the same position, if available, or substantially equivalent position.

Section 14.02 Criteria - "Chargeable"

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 critical illness in the immediate family living in the same household.
- 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 Support Services.
- 3) Two (2) days to transact business when the Supervisor, through no fault of his/her own, is unable to transact such business except during

Space

his/her regular working hours. Application for business days will be made to the Immediate Supervisor and/or the Director of Support Services at least twenty-four (24) hours in advance. If the urgency of the leave is of such a nature that the request in writing is not practical, verbal notice to the Immediate Supervisor and/or the Director of Support Services will be sufficient and a Reason for Absence form will be submitted by the Supervisor upon return from leave. Additional days may be granted by the Director of Support Services. The decision of the Director of Support Services on the justification of business days will be final and not subject to the Appeal procedure.

Section 14.03 Criteria- "Non-Chargeable"

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, brother, sister, and children. Additional time may be granted at the discretion of the Director of Support Services.
- 2) One (1) day for the attendance at the funeral service of person whose relationship to the employee warrants such attendance. Additional time may be granted at the discretion of the Director of Support Services.
- 3) Absence when called for jury service.
- 4) Court appearance as a witness in any case connected with the Supervisor's employment of the school or whenever the Supervisor is subpoenaed to attend any proceeding.
- 5) One (1) day to take the selective service physical examination.

Section 14.04 Child Rearing Leave

In conjunction with the Family and Medical Leave Act, and not in addition thereto, a child rearing leave of a maximum of one (1) year shall be granted without pay or benefits. Extensions may be granted for one (1) year upon application, in writing, ninety (90) calendar days prior to the end of the leave. An employee having been duly granted a child rearing leave must apply for re-employment a minimum of ninety (90) calendar 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.

Section 14.05 Peace Corps

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 Supervisor shall make application for re-employment within the ninety (90) calendar days after discharge from the Peace Corps.

Section 14.06 Military

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 Supervisor shall make application for such re-employment within ninety (90) calendar days after discharge from the Armed Forces and provided further, that such employee reports for his/her assignment immediately following such application. Military leave of absence shall also be granted for National Guard or Reserve duty.

Section 14.07 Public Office

An employee elected or selected for 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 benefits for the term of such office or two (2) years, whichever is less. Unless such employee returns within the time limit hereinbefore specified, such leave of absence shall terminate unless it has been renewed for a specific period with the approval of the Director of Support Services.

Section 14.08 Part-time Service

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

Section 14.09 Physical Examination

When an employee returns to work following a leave of absence duly granted for any reason, the Board may require such employee to submit to a physical examination at its expense to make certain such employee is able to return to work.

Section 14.10 Leaves Without Pay

It is the intent that a leave of absence without pay or benefits will be taken only in very unusual circumstances and then, very infrequently. A conference with the Director of Support Services will be held to consider the reason for such leave and the effect on the operation of the school system.

Section 14.11 Loss of Benefits

Leaves of absence without pay of less than ninety (90) calendar days shall not result in a loss of benefits.

ARTICLE XV

INSURANCE PROTECTION

Section 15.01 Establishment

Pursuant to the authority set forth in the School Code of 1955, as amended, the Board agrees to furnish all Supervisors in the Bargaining Unit insurance protection as hereinafter set forth.

Section 15.02 Term Life Insurance

Group term life insurance coverage in the amount of \$50,000.00 AD & D, in addition to the coverage provided in Section 15.03. All employees must be actively at work on the effective date of any changes in coverage. Any changes in coverage will be effective the first of the month following ratification of the contract by all parties with the exception of employees not actively at work. Insurance coverage changes for those not actively at work will take place the first of the month following their first day back to work.

Section 15.03 Health Care

For the term of this Agreement, the District shall provide complete health care protection the same as the coverage provided to the members of the Bay City Education Association on a full twelve (12) month basis for the employee's entire family through MESSA or a carrier selected by the District.

Annuity: In lieu of the health insurance provided in Section 15.03 the employee may select an annuity in the amount of \$100.00 per month contributed toward a plan currently payroll deducted by the Bay City Public Schools.

Section 15.04 Dental

The Board shall provide full family dental insurance through an insured program or a self insured program guaranteeing coverage of no less than that provided by MESSA Delta Dental Insurance Program Plan E (80/20) and Rider 007 (80/\$1,300). There shall be no internal coordination of benefits.

Section 15.05 Duplicate Coverage

If both husband and wife are employed by the District, they may carry only one hospitalization and one dental insurance policy between them.

Section 15.06 Optional Benefits

Any additional options offered by insurance carriers will be available on an optional basis at the Supervisor's expense.

Section 15.07 Loss of Coverage

Association members may elect hospitalization insurance if his/her spouse, who was previously covered by fully paid MESSA or Blue Cross - Blue Shield or other similar coverage, died, retired, or otherwise lost the benefit of such hospitalization coverage for reasons beyond his/her control. Such Supervisor shall then be permitted to apply for health insurance benefits through the Board on the usual terms and conditions prescribed by the insurance provider(s).

Section 15.08 Liability Coverage

The Board will provide liability insurance to cover losses resulting from litigation against the Supervisor for any actions related to his/her job assignment.

Section 15.09 Supplemental Coverage

The Board will provide assurance of complete compensation over and above the losses covered by the Supervisor's personal insurance for any on-site, job related damage or destruction of personal property, such as 1) personal vehicle, 2) clothing, 3) eyeglasses, 4) timepieces, and 5) any equipment which is frequently used in the normal fulfillment of the Supervisor's administrative duties and which has not been furnished by the District. Total compensation shall not exceed the replacement value of the property.

Section 15.10 Vision

Full Family Vision Care shall provide reimbursement for eighty percent (80%) of reasonable and customary cost incurred by Association members, their spouses,

and/or members of their immediate family under the age of nineteen (19) for the following:

Examination, regular lenses, bifocal lenses, trifocal lenses, lenticular lenses, and frames. Not more than one set of corrective lenses (regular glasses, prescription sun glasses, photogrey lenses, or contact lenses) will be provided once in a 12 month policy year (July 1 to June 30 of the following year) for each member of the family.

ARTICLE XVI

VACANCIES, PROMOTIONS, TRANSFERS

Section 16.01 Appointment to Supervisory Position

The Board and the Association agree that all Supervisory positions as defined in Article I, Section 1.04 of this Agreement shall be staffed by competent and qualified personnel.

The Board shall confer with the Association Committee and give serious consideration to the committee's recommendations in choosing the applicant for the position.

In staffing available supervisory positions, qualified and competent applicants shall be given preference in the following order:

- 1) Members of the Supervisor's Association
- 2) Other employees of the Bay City Public Schools
- 3) Persons not employed by the Bay City Public Schools.

Criteria used when considering Association members for other positions shall be:

- 1) Recommendation of the Director of Maintenance or Superintendent's designee
- 2) Evaluation records
- 3) Qualifications regarding current position
- 4) Total experience as a Supervisor with the Bay City Public Schools
- 5) Total experience as an employee of the Bay City Public Schools

ARTICLE XVII

JOB DESCRIPTION

Section 17.01 Availability

A Job Description for each Supervisory position will be available in the office of the Director of Support Services.

ARTICLE XVIII

DURATION OF AGREEMENT

Section 18.01 Term

This Agreement shall become effective July 1, 1997 and shall continue in full force and effect until June 30, 2003, (the "termination date"), except as outlined below:

Section 18.02 Extension

Notwithstanding the termination date stated above, unless a party to this Agreement provides, at least sixty (60) calendar days prior to the termination date stated herein, a written notice of such intent to terminate, this Agreement shall continue in full force and effect from year to year thereafter, subject to written notice of termination by either party of sixty (60) calendar days prior to the then current year's termination date.

Section 18.03 Amendment

If either party desires to amend or otherwise modify this Agreement, it shall give written notice of such amendment, and such notice set forth the nature of the amendment. If the parties cannot agree to said proposed amendment(s) within a period of forty-five (45) calendar days from the date of the notice, the proposed amendment will be deemed to have been withdrawn. Said time within which to reach an agreement on the proposed amendment may be extended by mutual consent of both parties, such consent to be in writing and signed by the parties. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of the Agreement.

ARTICLE XIX

Salary Schedule Adjustments

Section 19.01 Annual Adjustments

Except as set forth in Section 19.02 the Salary Schedule set forth in Appendix "A" shall be adjusted annually during the term of this agreement, such adjustments to be effective on July 1 of each contract year, pursuant to the following formula:

The Salary Schedule (Appendix "A") shall be increased by the United States Department of Labor's Bureau of Labor Statistics Index (Detroit - Ann Arbor, All Urban Consumers) cost of living percentage change from February to February. The percentage change, however, shall not be less than two percent (2%) nor more than two and one-half percent (2.5%).

Section 19.02 Wage Reopener

In the event that the cost of living percentage change in February of 2000 exceeds three and one-half percent (3.5%) or the fiscal position of the District warrants, the Association may request that the issue of wage increases be renegotiated for the remaining three years of this agreement. Such request to reopen negotiations shall be submitted in writing to the Director of Support Services no later than April 1, 2000.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 11th day of November, 1996.

BAY CITY PUBLIC SCHOOLS
THE ASSOCIATION OF
SUPERVISORY PERSONNEL

BAY CITY BOARD OF EDUCATION

BY: Mike Wamment
President

By: [Signature]
President

[Signature]
Secretary/Treasurer

[Signature]
Vice President

[Signature]
Secretary

[Signature]
Treasurer

[Signature]
Superintendent

[Signature]
Director of Support Services

[Signature]
Director of Human
Resources/General Counsel

SUPERVISOR'S SALARY SCHEDULE
APPENDIX "A"
1997-98

LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
A	\$25,301	\$26,792	\$28,282	\$29,770	\$31,259	\$34,235	\$35,722	\$38,700	\$40,189	\$42,197	\$44,307	\$46,522
B	\$23,815	\$25,303	\$26,792	\$28,282	\$29,770	\$31,260	\$32,178	\$34,861	\$36,348	\$38,163	\$40,072	\$42,076
C-44	\$20,839	\$22,329	\$23,815	\$25,303	\$28,282	\$29,770	\$29,979	\$32,487	\$33,974	\$34,888	\$37,458	\$39,331
D-52	\$15,289	\$16,972	\$18,655	\$20,339	\$22,022	\$23,705	\$25,388	\$27,071	\$28,755	\$30,438	\$32,127	\$33,733
D-44	\$12,936	\$14,430	\$15,925	\$17,419	\$18,913	\$20,407	\$21,900	\$23,395	\$24,889	\$26,382	\$27,881	\$29,275
D-42	\$12,348	\$13,774	\$15,201	\$16,628	\$18,055	\$19,481	\$20,908	\$22,335	\$23,762	\$25,188	\$26,615	\$27,946
D-40	\$11,761	\$13,005	\$14,350	\$15,646	\$16,940	\$18,236	\$19,531	\$20,825	\$22,121	\$23,416	\$24,714	\$25,950

A = Maintenance Supervisors
 C = District Volunteer Coordinator (44 weeks)
 D = Supervisor of Intermediate Attendance (42 weeks)
 D = Food Service Managers

A = 52 Week Assignment
 B = 52 Week Assignment
 C = 44 Week Assignment
 D = As Described

APPENDIX "B"

If Tim Hughes is interested in a summer maintenance position as a crew leader, his shall apply to the office of Non-Certified Personnel by May 1st in order to be given consideration for any such available positions.

APPENDIX "C"
(Responsibility Factors)

RESPONSIBILITY FACTOR FOR: _____
Individual's Name

Scale: 1 to 5	(5 being the highest rating)
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1. Degree of participation in District initiatives and exhibited level of support. _____
2. Degree of enthusiasm shown for District policies/decisions range from passive acceptance to active supporter. _____
3. Promotes District objectives while attending community functions. _____
4. Shows proper respect for District equipment/outerwear and exhibits pride to general public. _____
5. Attendance at off duty school functions, including athletic events, banquets, curriculum events, booster events, plays, and other non-maintenance meetings. _____
6. Public displays of support for District goals and objectives. _____
7. Willingness to sacrifice personal time for District needs when required. _____
8. Clearly supports loyal employees and discourages disloyal behavior. _____
9. Recruits valuable potential employees to strengthen District. _____
10. Calmly addresses negative citizens. _____