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6/30/2003

MAINTENANCE PERSONNEL

Bay City Public Schools

AGREEMENT

between

THE BAY CITY BOARD OF EDUCATION

and

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

**Covering the Years
1996-1997 through 2002-2003**

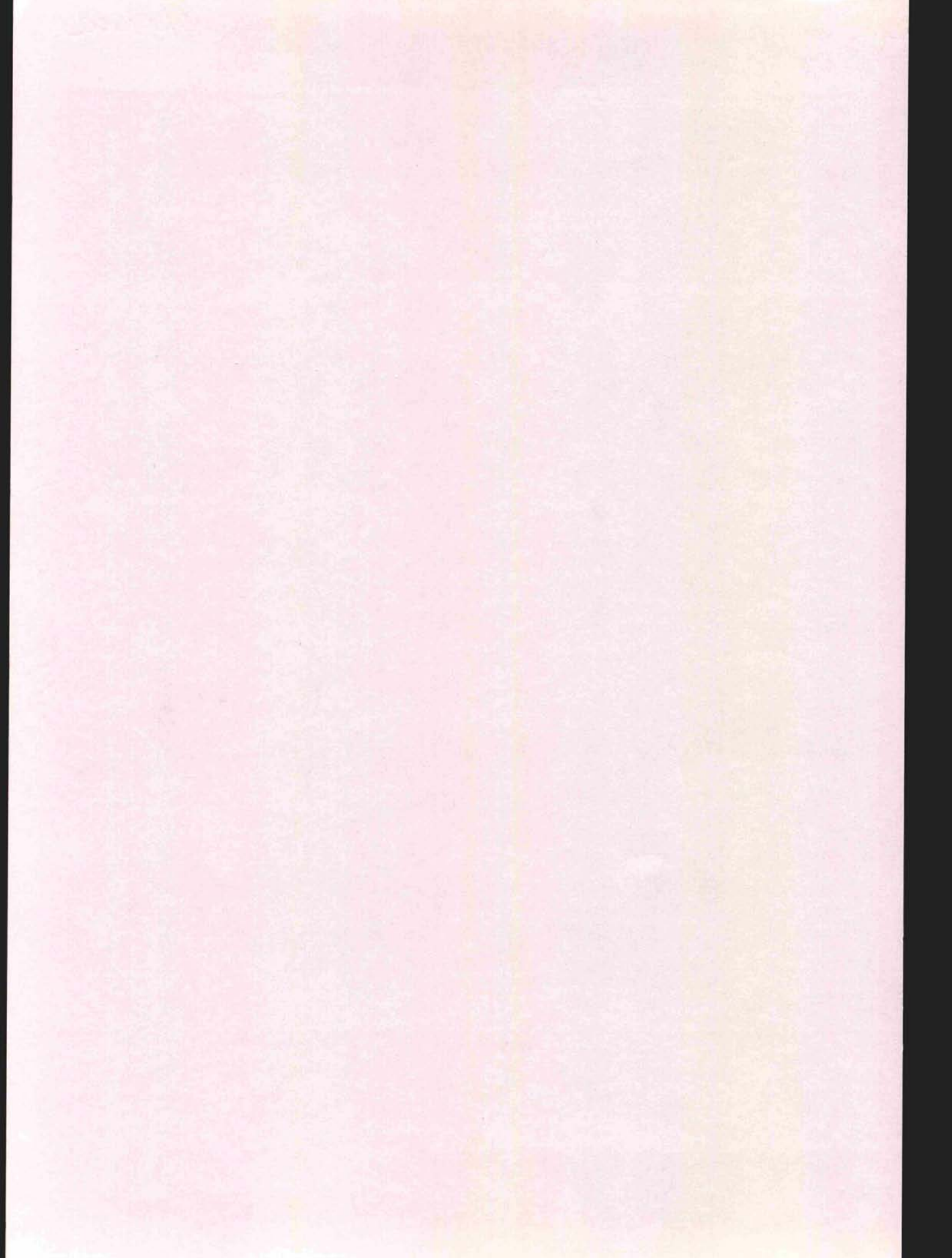


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AGREEMENT BETWEEN
THE BAY CITY BOARD OF EDUCATION
and
THE BAY CITY PUBLIC SCHOOLS
MAINTENANCE PERSONNEL ASSOCIATION

This Agreement effective the 1st day of July, 1996, 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

Within thirty (30) days of the beginning of employment, regular Association members may sign and deliver to the Board an assessment of the Association. Such sum shall be deducted as dues from the regular salaries of all such employees and remitted monthly to the Association. Any regular employee covered by this Agreement who is not a member of the Association, or who does not make application for membership within thirty (30) days of the commencement of his/her employment, shall as a condition of employment, pay as a representation service fee to the Association an amount equal to membership dues payable to the Association. The employee may authorize payroll deduction for such representation service fee in the manner provided above in this Article. In the event an employee shall not pay such fee directly to the Association or authorize payment through payroll deduction as provided in this Article, the Board shall, upon written notice by the Association, cause the termination of employment of such employee.

The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

Section 2.2

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 union, savings bonds, union dues or Service Fees, 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.

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.

ARTICLE V

JOB CLASSIFICATION

Section 5.1

General employment criteria required of all bargaining unit employees:

1. Sufficient physical health to do work assigned.
2. Good personal appearance and cleanliness.
3. A pleasing personality.
4. An apparent interest in the position offered.
5. The ability to comprehend simple directions.
6. Evidence of initiative, ingenuity, loyalty and willingness to cooperate.
7. All exams, physical, mental or emotional tests, or tests required by the employer shall be paid for by the Board.

Section 5.2

The union 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 union 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	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.

Section 5.6

Utility Persons in the District Maintenance Department, with the approval of the respective Classification 3 employee(s) affected, may be assigned short term, incidental carpentry, electrical, painting or mechanical work. When performing such work, the Utility Person shall be paid Classification 3 wages.

Section 5.7

Because of the large student population resulting from the consolidation of Kolb and Washington Intermediate Schools to Handy Intermediate School and because the utilization of Handy's facilities will require the same level of custodial and maintenance

services, the custodial/maintenance positions at Handy Intermediate School shall continue to remain the same as the staffing classifications/positions when Handy housed high school students.

ARTICLE VI

COMPENSATION

Section 6.1

The rates of compensation of employees covered by this Agreement are set forth in Appendix "A" which is incorporated in this Agreement. Pay day shall be weekly for the previous week of work.

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 shift "1-B". 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 weekend responsibilities 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.

EXAMPLE:	<u>10th Year</u>	<u>15th Year</u>	<u>20th Year</u>	<u>25th 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:

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.

Good Friday

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 a salary increment the following July 1st.

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) 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 Utility persons on the 1-B Shift will be Wednesday, Thursday, Friday, Saturday and Sunday, with Monday their Saturday and Tuesday their Sunday.

(B) 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 in accordance with the following:

- 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 after the teacher staffing process in August.
- 2) Start time for employees shall be no earlier than 6:00 A.M.
- 3) The seasonal/regular week schedule for the summer period will be submitted to the Director of Maintenance when the vacation schedules are submitted for the respective summers.

The seasonal/regular week schedule for the week of the Spring Recess will be submitted to the Director of Maintenance 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

More than eight hours	-----	1.5 days
1 Ten (10) hour day	-----	1.5 days
2 Ten (10) hour day	-----	2.5 days
3 Ten (10) hour days	-----	4.0 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 Maintenance or a supervisor.
- 6) In accordance with past practice when school is not in session, the starting and ending times may be adjusted by management to insure 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 insure 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 lead 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 insure 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 6:00 a.m.

Prior to the week that the Fourth of July occurs, the Director of Maintenance shall distribute a form to unit members who are on seasonal adjusted weeks. These unit members will indicate on the form which two (2) days they will work the eleven (11) hours per day and return the form no later than the Friday before the week that the fourth of July occurs to the Director of Maintenance.

- (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 Maintenance 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 Intermediate.
- (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) Whenever overtime is required in any building, the authorized supervisor of that building, or division, will rotate the assignments to employees of that building, or division.

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 classification and building prior to being offered to the Maintenance Department employees or to those on the system-wide overtime list.

- (B) Whenever overtime requirements cannot be met in a building, or division, the overtime will be given to the Maintenance Department.
- (C) Whenever overtime requirements cannot be met by Section 7.3 (B), the overtime will be given to the system-wide overtime list. System-wide overtime work, except carpenter, tractor work, and other technical work, will be rotated among qualified employees on the list. However, during a

snow emergency, tractor plowing assignments may be granted to any employee qualified and available, only if Utility people are not available.

(D) 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; except that

b) For Community Education, AAU tournaments, and events where admission is not charged, Shift 1-B Utility Persons may be assigned custodial duties on Saturday and Sunday and will provide coverage for said events.

c) School related and AAU practices and scrimmages will not require custodial/maintenance staff coverage.

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 classification and building. Overtime hours must be offered to the person with the least total hours on the board unless it falls within another employee's job classification. Overtime hours, if they are in another job classification than the employee with the least hours, must go to the employee with the least hours within job classification where the overtime is required. Building overtime schedules may vary -- building to building -- level to level.

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 Maintenance, 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 Maintenance. 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 Maintenance 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.
- (E) Eligible employees who want system-wide overtime work will file a request annually, in writing, with the Director of Maintenance 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 Weekend Responsibility

(A) Excluding High Schools and Handy Intermediate School, Intermediates, Elementary and other buildings Head Day Custodians will check their buildings daily for the following items, but not limited to the list below, and use due care that their buildings are operable and ready for occupancy.

- 1) Heating and cooling equipment is functioning properly.
- 2) Glass replaced.
- 3) Pool is safely operating.
- 4) Building is secure and void of vandalism.

(B) Overtime pay will be paid only if, in an emergency, more than one (1) hour is required. A written report shall be submitted outlining the time spent and work accomplished. The first hour pay is included in the Weekend Responsibility premium pay. Minimum hours do not apply to this responsibility.

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 Non-Academic Employees 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 Utility 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 be entitled to 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 be entitled to 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 be entitled to 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, provided however, employees with weekend responsibility shall be relieved of this responsibility for no more than four (4) weekends. 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. Requests for vacation time must be filed in the office of the Director of Support Services by May 15th to guarantee choice of vacation time by seniority.

In addition to the practice of permitting employees on May 15th to borrow all their earned vacation days from the next fiscal year, the parties agree that employees shall be permitted on January 1st to borrow up to 50% of the vacation days that they would be entitled to during the next fiscal year. Regardless of the number of days which is 50% of the number of vacation days an employee is entitled to during the next fiscal year, the number of vacation days borrowed between January 1st and May 14th cannot exceed the number of vacation days accrued as of January 1st.

Section 9.5

Each employee who leaves of his/her own accord shall be entitled to take his/her pro-rated accumulated vacation pay. This accumulated vacation pay 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 following the one in which it was earned, unless impossible because of the requirements of work load.

Section 9.7

Vacations shall be considered as a matter of right and if canceled because of work necessity, shall be rescheduled or paid for at straight time as extra compensation for the period, whichever the employee chooses.

Section 9.8

Vacation time shall be computed off the longevity date. Adjustments in longevity dates will be made for the following reason:

- 1) Leaves of Absence Without Pay (except in the case of military leave).

Section 9.9

When an employee has exhausted his/her sick leave accumulation, vacation days for the following year shall cease to accumulate. The employee shall have the option to have such unused vacation days frozen and be taken by the employee after his/her return to work during the fiscal year following the one in which they were earned or be paid for such frozen vacation days at any time after the fiscal year following the one in which they were earned. If applicable, such frozen vacation days shall be paid in accordance with Section 9.5.

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 accumulated at the rate of eight (8) days per semester shall be ninety-six (96) days. Accumulated sick leave shall be reported monthly on the payroll forms and will be available in the office of the immediate supervisor.

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.

Section 10.5

This sick leave plan applies to all employees of the Bay City Public Schools who are employed on contractual basis. 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 two thousand (2,000) 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 five hundred (2,500) 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 Superintendent'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 two doctors of the 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 judgments and/or decisions 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, two (2) Administrators, 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 Support Services.
- 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 Support Services. The Director of Support Services' 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 Support Services.
- 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. Extensions for more than one day also may be granted by the Director of Support Services.
- 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 Maintenance 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 Support Services should be contacted for clarification or authorization. It is understood that travel time and recuperative time may be factors.

- 5) One (1) day to take the selective service physical examination.

Section 11.4

A child rearing leave of one (1) year shall be granted without pay. Extensions shall be granted for each of four succeeding years upon 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 Support Services.

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 up to one (1) year shall be granted for any reason important to the employee. 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 Support Services, 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.

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.

ARTICLE XII

SEVERANCE PAY

Section 12.1

The beneficiaries of retired employees are not eligible for the death benefits in this Section 12.1.

One (1) day's pay shall be granted for each day of accumulated sick leave not to exceed \$4,000.00 as a death benefit with the exception of Article XI, Section 11.6.

In addition, the School District shall pay \$75.00 per year for each year of service in this School District after ten (10) years, but not to exceed \$1,000.00 as a death benefit.

The Board shall provide a form on which the employee shall designate his/her Severance Pay beneficiary(ies).

Section 12.2

The parties agree that for employees who 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 \$1000.00.

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 12.3

An employee who has at least fifteen (15) years of Bay City Public Schools service and who retires under MPSERS shall receive a retirement benefit in accordance with the following terms and conditions.

To receive the full retirement benefit that the employee qualifies for, the employee shall retire prior to the July 1st after the date the employee 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 school service credit, including out of state purchased service credit if any, but excludes non-public school 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 an Employee 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 Employee's early retirement benefits provided in this Article. In addition, for an employee in the MPSERS Member Investment Plan (MIP) the reduction in Section 12.7 1), 2), 3) or 4) shall become initially effective only after the employee is age 55 with thirty (30) years of actual Michigan public school service credit, including out of state purchased service credit if any.

An Employee who is able to retire under any other MPSERS provision such as but not limited to disability retirement or who has at least 10 years of service credit and is age 60 is an employee who meets the requirements to be eligible for retirement.

However, for purposes of the retirement benefit contained in this article, an Employee who is eligible to retire under MPSERS after age 55 but before age 60 and who has less than 30.0 years of credit service and with credit service in each of the 5 school fiscal years immediately preceding the retirement allowance effective date shall not suffer the reduction in Section 12.7 1), 2), 3) or 4) if the Employee retires before age 60. Such reductions shall be initially effective if the Employee does not retire prior to the Employee becoming age 61. Such Employee will be an Employee who meets the requirement to be eligible for retirement when the Employee IS age 60.

Section 12.4

Hourly rate includes all premiums such as but not limited to shift and longevity.

(A) Subject to Section to 12.7, an Employee who retires before the July 1st following the date the Employee became eligible for retirement and:

- 1) who has averaged six (6) or less personal sick day usage per school year shall receive seventy-seven percent (77%) of his/her hourly rate times two thousand and eighty (2080), but not to exceed thirty-three thousand dollars (\$33,000).
 - 2) who has averaged more than six (6) but eight (8) or less personal sick day usage per school year shall receive seventy-two percent (72%) of his/her hourly rate times two thousand and eighty (2080), but not to exceed thirty-three thousand dollars (\$33,000).
 - 3) who has averaged more than eight (8) but ten (10) or less personal sick day usage per school year shall receive sixty-six percent (66%) of his/her hourly rate times two thousand and eighty (2080), but not to exceed thirty-three thousand five hundred dollars (\$33,000).
 - 4) who has averaged more than ten (10) personal sick day usage per school year shall receive fifty-eight percent (58%) of his/her hourly rate times two thousand and eighty (2080), but not to exceed thirty-three thousand dollars (\$33,000).
- (B) Subject to Section 12.7, an employee who has twenty-five (25) or more years of Bay City Public Schools service and who retires before the July 1st following the date the employee became eligible for retirement and:
- 1) who has averaged six (6) or less personal sick day usage per school year shall receive his/her last three years averaged hourly rate times two thousand and eighty (2080), but not to exceed thirty-five thousand five hundred dollars (\$35,000).
 - 2) who has averaged more than six (6) but eight (8) or less personal sick day usage per school year shall receive ninety-four percent (94%) of his/her last three years averaged hourly rate times two thousand and eighty (2080), but not to exceed thirty-five thousand dollars (\$35,000).
 - 3) who has averaged more than eight (8) but ten (10) or less personal sick day usage per school year shall receive eighty-five percent (85%) of his/her last three years averaged hourly rate times two thousand and eighty (2080), but not to exceed thirty-five thousand dollars (\$35,000).
 - 4) who has averaged more than ten (10) personal sick day usage per school year shall receive seventy-five percent (75%) of his/her last three years averaged hourly rate times two thousand and eighty (2080), but not to exceed thirty-five thousand dollars (\$35,000).

Section 12.5

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

Section 12.6

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 12.7

- 1) The retirement benefit in Section 12.4 for any Employee whose effective retirement date is on or after the July 1st following the date the Employee became eligible for retirement but before the following second July 1st shall be reduced by sixteen percent (16%).
- 2) For an Employee whose effective retirement date is on or after the second July 1st following the date the Employee became eligible for retirement but before the following third July 1st, the retirement benefit in Section 12.4 shall be reduced by thirty-two percent (32%).
- 3) For an Employee whose effective retirement date is on or after the third July 1st following the date the Employee became eligible for retirement but before the following fourth July 1st, the retirement benefit in Section 12.4 shall be reduced by forty-eight percent (48%).
- 4) For an Employee whose effective retirement date is on or after the fourth July 1st following the date the Employee became eligible for retirement, the retirement benefit in Section 12.4 shall be reduced by fifty-six (56%).

Section 12.8

The retired Employee shall receive the amount in equal bi-weekly installments over a five (5) year period. The equal bi-weekly installments shall be remitted to the retired Employee on the off-pay Friday, beginning with the first off-pay following the first full month after the effective date of retirement.

The five (5) year equal bi-weekly installments may be modified to less than a five (5) year period at the discretion of the Director of Support Services or his/her designee. The decision of the Director of Support Services or his/her designee shall be final and shall not be subject to the grievance procedure.

Section 12.9

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 MPSERS.

Section 12.10

To implement this retirement benefit, Employees who became eligible to retire prior to July 1, 1996 and who retire prior to July 1, 1997 shall suffer no reductions in their retirement benefits. however, if they retire on or after July 1, 1997, the reductions in Section 12.7 1), 2), 3), or 4) shall be fully applicable as follows:

Unit Member became eligible to retire:	Unit Member retires:	Retirement benefit reduced by:
On or before June 30, 1993	Prior to July 1, 1997	No reduction
	On or after July 1, 1997	Fifty-six percent (56%)
On July 1, 1993 or between or on June 30, 1994	Prior to July 1, 1997	No reduction
	On or after July 1, 1997	Fifty-six percent (56%)
On July 1, 1994 or between or on June 30, 1995	Prior to July 1, 1997	No reduction
	On July 1, 1997 or between or on June 30, 1998	Forty-eight percent (48%)
	On or after July 1, 1998	Fifty-six percent (56%)
On July 1, 1995 or between or on June 30, 1996	Prior to July 1, 1997	No reduction
	On July 1, 1997 or between June 30, 1998	Thirty-two percent (32%)
	On July 1, 1998 or between or on June 30, 1999	Forty-eight percent (48%)
	On or after July 1, 1999	Fifty-six percent (56%)

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 of \$35,000 in group term life insurance plus \$35,000 AD&D. This may be bid in the commercial market to provide the lowest cost to the district.

Section 13.3

For the term of this Agreement, the Board shall provide complete health care protection on a full twelve (12) month basis for the employee's entire family through the MESSA Super Care 1 Program.

There will be no double insurance coverage allowed. Whenever the employee's spouse and family are covered by a fully paid hospitalization insurance MESSA Super Care 1, this section is void. Bargaining Unit members who qualify for health insurance coverage and who choose not to be provided with such coverage shall receive an annuity of \$100.00 per month toward a plan currently payroll deducted by the Board.

The Board reserves the right to bid this coverage on the open market as long as the coverage is virtually identical or better according to the same procedure set down in the current Bay City Education Association Master Agreement.

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

The Board shall provide full family dental insurance through an insured program or a self-insured program guaranteeing no less than MESSA Delta Dental Insurance Program Plan E (80/80) and Rider 007 (80/\$1,300).

Section 13.6 Employee Vision Care

For the employee only, the Board shall provide vision care for a full twelve month period through MESSA VSP 3, without cost to the employee. The Board may self-insure, guaranteeing no less than the benefits and specifications provided by MESSA VSP 3, without cost to the employee.

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 Support Services. 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.

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.

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.

Section 15.5

A supervisor shall notify an employee of any pending disciplinary action immediately. Disciplinary action shall be initiated within five (5) 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.

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 Support Services 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.

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 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.

Section 17.2

The employer shall not require employees to use any piece of equipment that is not in safe operating condition or 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, 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,
- 2) Charge the absence to his/her current year's vacation, or
- 3) Charge the absence to his/her following year's vacation.

However, when a code red is issued, employees covered by this contract are not required to report to work. They will receive their regular rate of pay. Those employees on the job at the time the code red is issued shall leave work after the building has been secured and shall receive their regular rate of pay.

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 Administrative Assistant for Maintenance of School Facilities and the Superintendent or his/her designee shall review the situation and make a recommendation to the Superintendent of Schools.

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) 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.
- E) Qualified laid-off employees will be recalled prior to the hiring of new employees.

- F) 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.
- G) Any Unit member whose job was discontinued, but not reinstated prior to July 1, 1980, shall be entitled to said position if reopened. All future displacements carry a five (5) year reinstatement right from the job termination date.
- H) 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

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

Section 21.2

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, he/she shall be compensated as if in-service hours were hours worked.

The District will offer no less than eight (8) hours of in-district in-service training each year. Employee attendance is voluntary. 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 21.3

The District will 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 21.4

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

Section 21.5

Credit will be given when custodians who attend and successfully complete classes or workshops given by Educational Institutions or Commercial Companies. This must be taken at the employee's expense and time. The courses or workshops must be designed to improve the employee in the knowledge and skills of any Bargaining Unit position. Prior approval must be obtained from the Director of Maintenance to obtain credit.

Section 21.6

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 and fitness to perform the work. 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

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.

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 two (2) work days and shall be bid on the first Friday after the first Monday following the date of the posting. If the Friday 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 day the position is vacant or the next work day after the bid if the

position is already vacated. 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 positions shall be filled by the most senior employee, who bids for the position and who meets the qualifications.

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 Support Services 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 effective the first day the position is vacant or within three (3) work days after the bid if the position is already vacated.

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 Support Services. After the twenty-fifth (25th) work day but before the thirty-fifth (35th) work day, the Director of Maintenance 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, 1996 and shall continue in full force and effect and be legally binding on the parties hereto, until June 30, 2003, 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.

- (C) 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.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 10th day of June, 1996.

BAY CITY PUBLIC SCHOOLS
MAINTENANCE PERSONNEL
ASSOCIATION MEA/NEA

BAY CITY BOARD OF EDUCATION

BY: Dave Jozewski
President, BCPSP/MPA

BY: J. Tom Schmidt
President

D. J. Parnell

Larry D. Pahl
Vice-President

Julie Ann Grapen

Mark T. Zick
Secretary

Gaul Brashaw

Julie C. Norton
Treasurer

K. L. Christopherson

J. D. [Signature]
Superintendent

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.

Classification	Step	1996-97	97-98
1 Custodian	0	\$ 6.50	\$ 6.70
	1	\$ 6.96	\$ 7.17
	2	\$ 7.43	\$ 7.65
	3	\$ 7.87	\$ 8.11
	4	\$ 8.32	\$ 8.57
	5	\$ 8.76	\$ 9.02
	6	\$ 9.21	\$ 9.49
	7	\$ 9.65	\$ 9.94
	8	\$10.10	\$10.40
	9	\$10.55	\$10.87
	10	\$10.99	\$11.32
	11	\$11.44	\$11.78
	12	\$11.88	\$12.24
	13	\$12.33	\$12.70
14	\$12.79	\$13.17	

	Step	1996-97	97-98
2 District Utility Person District Lead 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 Warehouse Delivery Person (Supplies) Warehouse Delivery Person (Mail person) WHS/Transportation Utility/Head Custodian	0	\$11.21	\$11.55
	8	\$11.69	\$12.04
	9	\$12.17	\$12.54
	10	\$12.65	\$13.03
	11	\$13.12	\$13.51
	12	\$13.61	\$14.02

Classification	Step	1996-97	97-98	
3	District Carpenter (Locksmith)	0	\$11.56	\$11.91
	District Carpenter	8	\$12.05	\$12.42
	District Lead Carpenter	9	\$12.54	\$12.92
	WHS Building Mechanic	10	\$13.03	\$13.42
	District Electrician	11	\$13.52	\$13.93
	District Painter	12	\$14.03	\$14.45
	Warehouse Person (Inventory & Stock Control, Miscellaneous Substitute Duties)			
	District Maintenance Mechanic			
	District Lead Maintenance Mechanic			
	District Asbestos Workers District Lead Asbestos Worker			
	<u>Step</u>	<u>1996-97</u>	<u>97-98</u>	
4	Handy Intermediate Head Custodian	0	\$11.98	\$12.34
	High School Head Custodian	8	\$12.49	\$12.86
		9	\$13.00	\$13.39
		10	\$13.51	\$13.92
		11	\$14.01	\$14.43
		12	\$14.53	\$14.97
	<u>Step</u>	<u>1996-97</u>	<u>97-98</u>	
5	Computer/Copier/Office Machine Technician	0	\$13.53	\$13.94
		8	\$14.21	\$14.64
		9	\$14.67	\$15.11
		10	\$15.25	\$15.71
		11	\$15.82	\$16.29
		12	\$16.41	\$16.90

The District Licensed Master Electrician must possess a valid Master Electrical License to hold the position. The School District shall reimburse said employee for the annual fee.

	Step	1996-97	97-98	
6	District Licensed Master Electrician	0	\$16.91	\$17.42
	District Licensed Master Carpenter	1	\$16.98	\$17.49

<u>Shift Premium Per Hour:</u>	<u>1996-97</u>	<u>97-98</u>
2nd Shift	\$0.33	\$0.34
3rd Shift	\$0.43	\$0.44

<u>Daily Building Check Responsibility Rate Per Hour:</u>	<u>1996-97</u>	<u>97-98</u>
With Pool	\$0.80	\$0.81
Without Pool	\$0.54	\$0.55

<u>Locksmith, District Lead Carpenter Per Hour:</u>	<u>1996-97</u>	<u>97-98</u>
One District Carpenter position shall be designated 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.	\$0.22	\$0.23

<u>Appointed Crew Leader Per Hour:</u>	\$0.22	\$0.23
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Effective Monday, September 30, 1991, Lead positions will be added to each of the following: District Asbestos Worker, District Maintenance Mechanic and District Utility Person. In accordance with past practice, the most senior employee in each position shall be designated the Lead.

<u>Herbicide Sprayer (Registered Technicians)</u>	\$0.22	\$0.23
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<u>Split Shift Per Hour:</u>	\$0.33	\$0.34
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<u>Incentive/In-service Training Per Hour:</u>	\$0.08	\$0.09
For each sixty (60) hours of training for a maximum of 480 hours.		

Longevity:
4%, 5%, 7%, 8%

School Employee Retirement:
5% paid by the Board of Education

Mileage:
Authorized and logged miles will be paid at the current rate.

1997-98

The 1996-97 Salary Schedule Appendix "A" shall be increased by the United States Department of Labor of Labor's Bureau of Labor Statistics Index (Detroit-Ann, All Urban Consumers) cost of living percentage change from February 1996 to February 1997. The percentage change, however, shall not be less than three percent (3%) nor more than three and one-half percent (3.5%). In the event another Bay City Public Schools bargaining unit receives more than a three and one-half percent increase for 1997-98, the 1996-97 Salary Schedule shall be increased by the same percentage for 1997-98.

1998-2003

The Salary Schedule Appendix "A" for the years 1998-99, 1999-2000, 2000-01, 2001-02, 2002-03 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 for each successive year. The percentage change, however, shall not be less than two percent (2%) nor more than two and one-half percent (2.5%).

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.

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.
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 Support Services, Pink Copy to BCPSMPA President, Goldenrod copy to BCPSMPA Steward, Blue Copy to Grievant)

Form G-2

APPENDIX "C"

BAY CITY SCHOOL DISTRICT - BCPSMPA

Grievance Form

GR# _____

STEP THREE

Date filed with Director of Support Services _____

Nature of Grievance:

BCPSMPA By _____

Date acknowledged by Director of Support Services _____

Reply of Director of Support Services:

Date _____

Director of Support Services

Date submitted to Arbitration _____

Decision of Arbitrator:

Date _____

Director of Support Services

(White Copy to Director of Support Services, Pink Copy to BCPSMPA President, Goldenrod Copy to BCPSMPA Steward, Blue Copy to Grievant)

Form G-3

APPENDIX "D"

MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS

and the

NON-ACADEMIC SCHOOL EMPLOYEES ASSOCIATION, MEA/NEA

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 Asbestos Maintenance positions. The parties, hereinafter, agree that:

1. The rate of compensation for the Asbestos Maintenance positions shall be Classification 3;
2. The Asbestos Maintenance employees shall not automatically be rescheduled to first shift when school is not in session. However, upon the request of the NASEA, such employees may be rescheduled to the first or second shift 1) when school is not in session, 2) if working on the first or second shift does not endanger the health and safety of any other person, and 3) if approved by the Administrative Assistant of Maintenance of Custodial Services. If such employees are rescheduled to the first shift, no shift premium will be paid. If such employees are rescheduled to the second shift, they shall receive the second shift premium pay;
3. For the December, 1989 bid meeting only, employees in the Asbestos Maintenance positions forfeit their rights to bid other positions;
4. Time in training sessions shall be counted as hours worked. training sessions shall not exceed eight (8) hours per work day;
5. The Board shall provide and pay for all equipment and protective apparel, etc. in accordance with State and Federal guidelines/regulations;
6. All Asbestos Maintenance employees shall meet the minimum medical examination requirements as determined by the Administration. The Board shall pay for the medical examination.

Effective April, 1990 the Administration, prior to the end of the months of April and October, shall send out a written notice to all employees informing them of the minimum medical requirements. Any employee who does not have a valid physical evaluation and who may wish to bid for a potential Asbestos Maintenance vacancy may by the applicable May 7th or November 7th dates provide written notification to the Office of Personnel and Employee Relations of such wish. The Board has the right to limit the medical examinations to the five (5) most senior employees who submit written notifications for each May 7th or November 7th.

Any employee who has, on file, a valid medical examination indicating the minimum medical requirements are met and who could have bid an Asbestos Maintenance vacancy but did not bid shall forfeit bidding rights to an Asbestos Maintenance vacancy for the next two (2) bids.

When an employee who does not have a valid medical examination on file bids an Asbestos Maintenance position, new hiree(s) shall be employed only after the results of the physical

examination are known. Any employee who bids an Asbestos Maintenance 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 Asbestos Maintenance 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 Administrative Assistant, Maintenance and Custodial Services. If the Administrative Assistant is not available or an agreement is not reached promptly, the matter shall be immediately referred to the Deputy Superintendent for Personnel and Employee Relations.

Agreed,

Agreed,

s/ Joe E. Gonzales

s/ Myron A. Irmen

DATE: 11-30-89

DATE: 12-6-89

APPENDIX "E"

MEMORANDUM OF UNDERSTANDING

October 24, 1990

The 1989 amendments to Drug-Free Schools and Communities Act require the Bay City Public Schools to maintain a workplace and educational environment free from the unlawful possession, use, sale, manufacture, distribution or dispensation of illegal drugs and alcohol on School District premises, work sites, or as part of any of its educational activities. The Act, as amended, also requires that the district notify employees of the requirements of the Act and provide certification by October 1, 1990 to the Michigan Department of Education and/or the U.S. Department of Education that it has complied with the requirements of the Act.

The Bay City Public Schools supports programs aimed at the prevention of substance abuse by School District employees. The School District will provide preventative educational programs and refer employees experiencing substance-dependency related problems for counseling, assistance and rehabilitation programs. Such counseling or request for information are confidential and unrelated to performance appraisals. Leaves of absence to obtain treatment shall be available under the sick leave/sick leave bank and other relevant leave provisions of the respective Master Agreements.

The parties also acknowledge that the Act provides that any employee involved in the unlawful possession, use, sale, manufacture, distribution or dispensation of illegal drugs or alcohol on School District premises, work sites or educational activities can be subject to discipline, up to and including discharge. Therefore, the parties agree that any employee on School District premises, work sites, or as part of any of its educational activities:

A) Who is under the influence of intoxicating liquor shall be subject to disciplinary action as follows:

<u>OFFENSE</u>	<u>DISCIPLINE</u>
First	Written reprimand with counseling required
Second	3 days suspension without pay with mandatory counseling (or discharge if does not participate in counseling)
Third	5 days suspension without pay with mandatory counseling (or discharge if does not participate in counseling)
Fourth	10 days suspension without pay with mandatory counseling (or discharge if does not participate in counseling)
Fifth	Discharge

B) Who is under the influence of, or involved in the unlawful possession or use of, illegal drugs shall be subject to disciplinary action as follows:

<u>OFFENSE</u>	<u>DISCIPLINE</u>
First	Written reprimand with mandatory counseling (or discharge if does not participate in counseling)
Second (if the activity involved would constitute a misdemeanor under Michigan law)	Suspension without pay for 3 days
Third (or second, if the activity involved would constitute a felony under Michigan law)	Discharge

C) Who is involved in the unlawful sale, manufacture, distribution or dispensation of illegal drugs or alcohol shall be subject to disciplinary action as follows:

<u>OFFENSE</u>	<u>DISCIPLINE</u>
First (if the activity involved would constitute a misdemeanor under Michigan law.)	3 days suspension without pay with mandatory counseling (or discharge, if does not participate in counseling)
Second (or first if the activity involved would constitute a felony under Michigan law)	Discharge

Any disciplinary action, including discharge, in A, B, and C above shall be subject to all applicable provisions in the respective Master Agreements, such as due process/just cause and the grievance/arbitration procedure, or, if applicable, subject to the Michigan Teacher Tenure Act.

AGREED,

AGREED,

S/ Joe E. Gonzales

S/ Guiles Brashaw

BAY CITY PUBLIC SCHOOLS

NON-ACADEMIC SCHOOL EMPLOYEES ASSOCIATION

APPENDIX "F"

MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS

and the

NON-ACADEMIC SCHOOL EMPLOYEES ASSOCIATION, MEA/NEA

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 District and Utility Persons 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 District Utility Person shall relieve that Registered Technician at the building location.

AGREED,

AGREED,

S/ William J. Wittbrodt

S/ Dave Jezewski

BAY CITY PUBLIC SCHOOLS

NON-ACADEMIC SCHOOL EMPLOYEES
ASSOCIATION, MEA/NEA

Date: August 10, 1992

Date: August 10, 1992

APPENDIX "G"

MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS

and the

BCPS MAINTENANCE PERSONNEL ASSOCIATION - MEA/NEA

The parties agree that:

The BCPS Maintenance Personnel Association, MEA/NEA, without prejudice to its position, agrees to extend the waiver of bargaining unit work at the Forest Child Care Center until June 30, 2003. The financial report on the Forest Child Care Center shall be provided to the BCPS Maintenance Personnel Association, MEA/NEA at the same time the financial report is submitted to the BCPS auditors.

AGREED,

AGREED,

S/ Joe E. Gonzales

S/ David Jezewski

BAY CITY PUBLIC SCHOOLS

BCPS MAINTENANCE PERSONNEL
ASSOCIATION, MEA/NEA

Date: November 9, 1994

Date: November 9, 1994

APPENDIX "H"

MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS

and the

NON-ACADEMIC SCHOOL EMPLOYEES ASSOCIATION, MEA/NEA

This Memorandum of Understanding is an addendum to the Memorandum of Understanding regarding the waiver of custodial bargaining unit work at Forest Child Care Center and sets forth the agreed upon specific areas waived at the Forest facility. The waived area, outlined on the attached East Forest Elementary School floor plan, are as follows:

1. The southeast classroom,
2. The east classroom and northeast kindergarten classroom,
3. The Kitchen/kitchen supply room, and
4. The three contiguous rooms labeled Activity/Music/Library/classroom on the north side of hallway.

The parties agree that if the NASEA agrees to future waivers of custodial bargaining unit work at the Forest facility, the parties may agree to amend the specific waived areas.

The parties further agree that the bargaining unit member in the Forest assignment shall be entitled to flex time and first shift schedule when school is not in session. In addition, whenever the District Utility Person relieves on the third shift, the District Utility Person or Jack Bradley, as long as he maintains displaced person's rights to the Forest facility, shall perform the Forest bargaining unit custodial work on overtime in accordance with the balance of their Forest facility overtime.

AGREED,

AGREED,

S/ JoAnn Brozewski

S/ David Jezewski

BAY CITY PUBLIC SCHOOLS

NON-ACADEMIC SCHOOL EMPLOYEES
ASSOCIATION, MEA/NEA

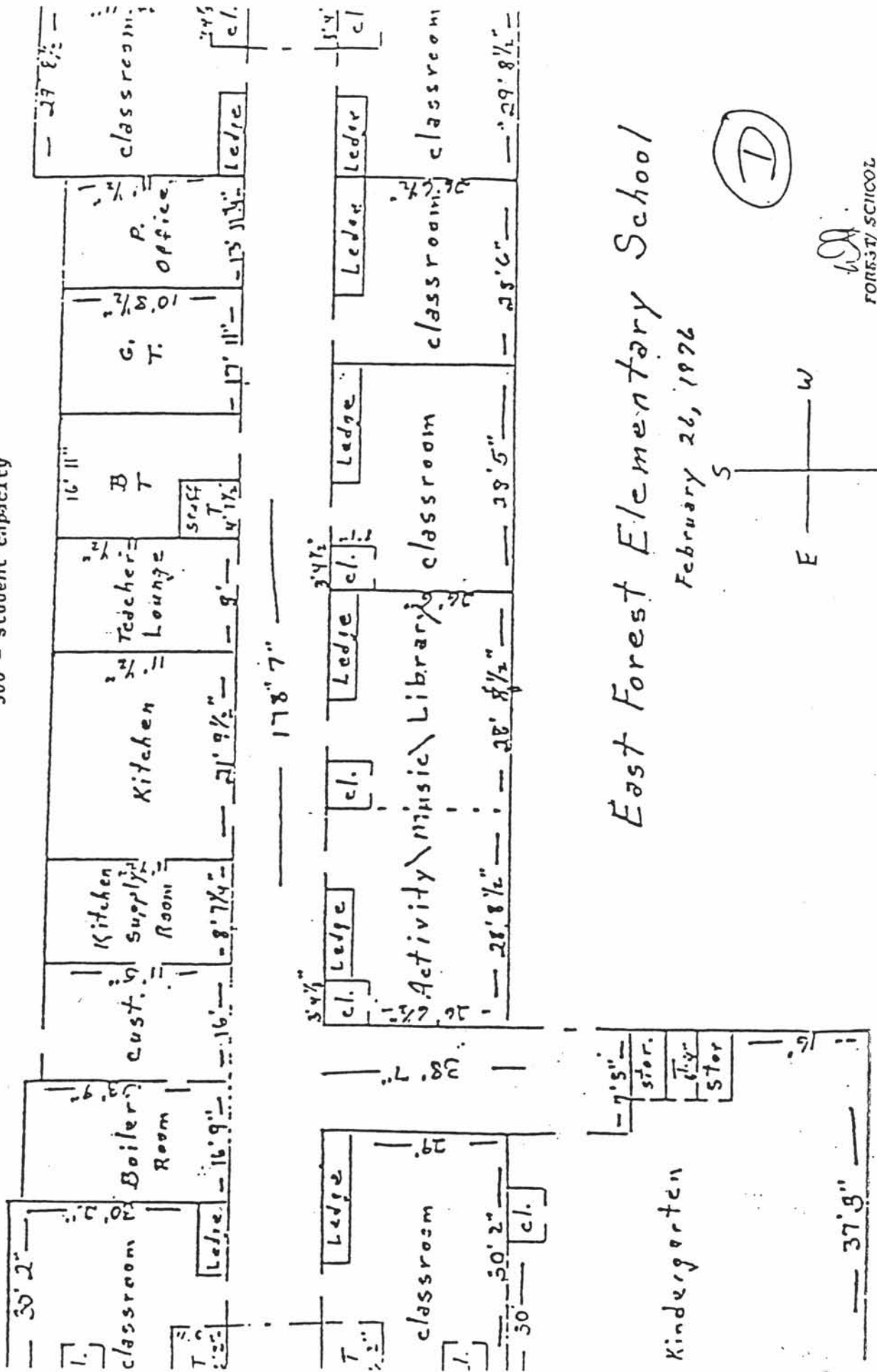
Date: October 4, 1991

Date: September 31, 1991

13,410 SQ. FT.

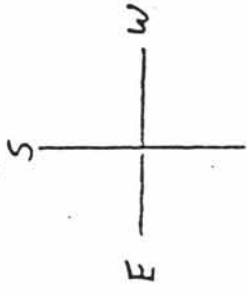
9 ROOMS

300 - student capacity



East Forest Elementary School

February 26, 1976



W.A. FORNEY SCHOOL

APPENDIX "I"

MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS

and the

NON-ACADEMIC SCHOOL EMPLOYEES ASSOCIATION, MEA/NEA

March 11, 1996

The parties agree that effective February 6, 1996, the Bay City Public Schools shall not grant discretionary dock days requested by employees. Henceforth, all dock days, days off without pay, leaves of absence without pay, etc. shall be granted in accordance with the provisions of the Master Agreement between the Bay city Public Schools and the BCPS Maintenance Personnel Association.

AGREED,

AGREED,

S/David C. Ruhland_____

S/Dave Jezewski

BAY CITY PUBLIC SCHOOLS

BCPS MAINTENANCE PERSONNEL
ASSOCIATION -- MEA/NEA

