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6/30/2000

# BAY CITY PUBLIC SCHOOLS

# MECHANIC'S AGREEMENT

## TEAMSTERS LOCAL UNION # 486

*Bay City Public Schools*

**For the School Years**  
**1997-1998**  
**1998-1999**  
**1999-2000**

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## **INTRODUCTION**

THIS AGREEMENT, made and entered into, by and between Bay City Board of Education, located at Bay City, Michigan, party of the first part, and hereinafter termed the Employer, and Local Union No. 486, affiliated with the International Brotherhood of Teamsters, located at Saginaw, Michigan, party of the second part, hereinafter called the Union.

Both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful and economic relations between the parties:

## **MANAGEMENT RIGHTS**

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

## **ARTICLE I**

### **RECOGNITION: AGENCY SHOP AND DUES**

#### **Section 1.1 Recognition**

- a) The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Schedule "A".

- b) The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees or persons other than the employees in the Bargaining Units here involved, to perform work which is recognized as the work of the employees in said unit.

### **Section 1.2 Agency Shop**

- a) Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters.
- b) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receive equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this agreement have been made for all employees of the bargaining unit and not all for members of the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

- c) In accordance with the policy set forth under paragraphs one (1) and two (2) of this section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present regular employees such payment shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, which ever is the later, and for new employees the payment shall start thirty-one (31) days following the date of employment.
- d) Both parties recognize that the failure of any employee to comply with the provisions of this Section is just and reasonable cause for discharge from employment.

- e) If any provision of the Article is invalid under Federal Law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be negotiated for the purpose of adequate replacement.

### **Section 1.3 Check-off**

The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employees, the same is to be furnished in the form required.

The Local Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees, (full or installment), or uniform assessments owed and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount from the first pay check following receipt of statement of certification of the member and remit to the Local Union in one lump sum. The Employer shall add to the list submitted by the Local Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

The Employer will recognize authorization for deductions from wages, if in compliance with State Law, to be transmitted to the Local Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of State or Federal Law. No deduction shall be made which is prohibited by applicable law.

### **Section 1.4**

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and made appropriate remittance for annuities, credit union, saving bonds, union dues, or service fees, United Fund, insurance programs, or any other plans or programs jointly approved by the Union and the Board.

### **Section 1.5**

**D.R.I.V.E. Check-off:** The Employer agrees to deduct from the pay check of all employees covered by this agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "Weeks Worked" includes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters, in care of International Brotherhood Of Teamsters, 25 Louisiana Ave., N.W., Washington, D.C. 20001, on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf the deduction is made, the employees social security number and the amount deducted from the employees paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employers actual cost for the expense incurred in administering the weekly payroll deduction plan.

## **ARTICLE II**

### **COMPENSATION**

#### **Section 2.0**

Attached hereto and marked, Schedule "A", is a schedule showing classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule "A" shall constitute a part of this Agreement.

#### **Section 2.1**

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. 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.

#### **Section 2.2**

A longevity payment shall be paid according to the following schedule:

On the 10th, 11th, 12th, 13th, and 14th, year of service...4% of Maximum of Classification.

On the 15th, 16th, 17th, 18th, 19th.....5% of Maximum of Classification.

On the 20th, 21st, 22nd, 23rd, and the 24th year of service.....6% of Maximum of Classification.

On the 25th year of service and thereafter.....7% of Maximum of Classification.

These years shall be determined by the following method:

An employee hired during the first half of the school fiscal year, or between July 1 and January 31, 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 1 and June 30, 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.

### **Section 2.3 Job Performance Quality**

An employee whose past overall quality of work performance meets or exceeds expectations shall be paid an additional one percent (1%) work performance payment on his/her twentieth year of service and thereafter. If the Administration wishes to deny an employee the one percent (1%) 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.

Any employee whose one percent (1%) 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 one percent (1%) work performance payment on his/her twenty-fifth year of service and thereafter. If the Administration wishes to deny an employee the one percent (1%) 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 2.3.

#### **Section 2.4**

Legal holidays shall be: July Fourth, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, and Memorial Day. The following days shall be days paid but not worked: the day after Thanksgiving, the day before Christmas, and the day before New Year's. If the day before Christmas or the day before New Year's falls on a weekend, the Friday before the holiday will be considered a day with pay but not worked. Should Christmas or New Year's Day fall on Thursday, the day after will be the holiday in place of the day before. Should a holiday fall on a Sunday, Monday shall be considered a holiday. Should July Fourth fall on Tuesday, Monday will be given off with pay. Should July Fourth fall on Thursday, Friday will be given off with pay. If Administration requires that employees work on days specified as non-work days, the employee will be paid according, specifically, they will be paid one day's pay at straight time, in addition to their normal work day pay.

#### **Section 2.5**

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

#### **Section 2.6**

As new positions, which fall within the scope of the bargaining unit, are created, salaries for such positions shall be negotiable.

#### **Section 2.7**

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

#### **Section 2.8**

Employees transferring to another position in the Bay City Schools shall have their experience factor and seniority date frozen as of the date of transfer until their return. Their original longevity date will remain with them during their employment with the Bay City Schools.



### **Section 2.9**

All employees covered by this Agreement shall not have more than seven days withheld. Each employee shall be provided with an itemized statement of his gross earnings and deductions.

## **ARTICLE III**

### **EXTRA CONTRACT AGREEMENTS**

#### **Section 3.0**

The employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with said employees individually or collectively, which in any way conflicts with the terms or provisions of the Agreement, or which in any way affects wages, hours, or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

## **ARTICLE IV**

### **SENIORITY**

#### **Section 4.1 - Additional Help**

When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

#### **Section 4.2 - New Employees**

A new employee shall work under the provisions of the Agreement, but shall be employed only on a ninety (90) calendar day trial basis, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating

against Union members. During said ninety (90) days training/probationary period, said employee shall serve no more than forty-five (45) days on the first shift.

#### **Section 4.3 - Seniority List**

The Employer shall post or provide a list of the employees arranged in order of their seniority.

#### **Section 4.4 - Lay-off & Recall**

- a) Strict seniority shall prevail in the lay-off and rehiring of employees. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. In the laying off and the rehiring of laid off personnel, the particular work performed by said employee should be considered as an important factor. The Union and the Employer jointly shall decide the extent to which "work performed" shall hold weight in determining the lay-off and re-hire of personnel.
- b) In the event of a lay-off, an employee so laid off shall be given ten calendar days' notice of recall mailed to his last known address. The employee must respond to such notice within three calendar days after delivery of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he shall lose all seniority rights under this Agreement.

#### **Section 4.5 - Controversies**

Any controversy over the seniority standing of any employee or the seniority list shall be submitted to the grievance procedure.

#### **Section 4.6 - Loss of Seniority**

Seniority shall be lost only by discharges, voluntary quit, layoff for a period of more than two (2) years as provided in Section 4 (b) above, or if an employee is absent three (3) consecutive work days without having called in to notify the Board of a justifiable reason for such absence.

#### **Section 4.7 - Non-Unit Work**

Employees who have the classifications of work covered by this Agreement, but remain in the employ of the Employer in some other capacity, may return to the

bargaining unit with the same seniority rights they had when they left the bargaining unit with no accumulation of seniority for the period outside the bargaining unit, but shall retain his original longevity date. Employees of the Bay City Schools transferring to the bargaining unit shall retain their original longevity date but shall be considered a new employee for seniority purposes.

## **ARTICLE V**

### **DISCHARGE - DISCIPLINE - DISCRIMINATION**

#### **Section 5.1 - Discharge:**

The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and job steward affected, except that no warning notice needs to be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness or recklessness resulting in serious accident while on duty or the carrying of unauthorized passengers while on the job. The warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of said warning notice.

Discharge must be by proper written notice to the employee and the Union. Any employee may request an investigation as to his discharge or suspension. A request by an employee for an investigation as to this discharge or suspension must be made by written request within five (5) days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) days and a decision reached within fifteen (15) days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) days, the case shall then be taken up as provided for in Article 6 hereof.

#### **Section 5.2 - Uniform Rules**

If uniform rules and regulations with respect to disciplinary action are drafted, and approved, by both the Union and Employer, such approved uniform rules and regulations shall prevail in the application and interpretation of the Article. Uniform rules and regulations not approved by the Union shall be subject to the grievance procedure.

### **Section 5.3 - Union Activities**

Any employee members of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership activities.

## **ARTICLE VI**

### **ARBITRATION AND GRIEVANCE PROCEDURE**

#### **Section 6.1**

It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow-downs, walk-outs or any other cessation of work or lockouts.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the employer and the Union. In the event that any grievance cannot be settled in this manner the question may be submitted by either party for arbitration as hereinafter provided.

#### **Section 6.2**

- a) Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1 By conference between the aggrieved employee, the shop steward, or both, and the supervisor.

Step 1(a) Before proceeding to Step 2 below, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided for by the Local Union.

Step 2 By conference between an official or officials of the Union and the Director of Support Personnel and Employee Relations.

Step 3 In the event the last step fails to settle the complaint it shall be referred to an impartial arbitrator upon the request of either party. The Executive Board of the Local Union has the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union.

The procedure set forth herein may be invoked only by the authorized Union representative or the Employer.

- b) Either party may submit a list to the other, said list to contain the names of responsible citizens, any of which shall be capable of handling an arbitration. The parties shall select one individual from the lists and that person shall act as the impartial arbitrator. If no agreement can be reached on the selection of the impartial arbitrator, he shall be appointed by the Michigan Employment Relations Commission.

The decision of the impartial arbitrator shall be rendered without undue delay and shall be final and binding on both parties.

The impartial arbitrator shall have the sole and exclusive power and jurisdiction to determine whether or not a particular grievance, dispute or complaint is arbitrable, under the terms of this Agreement.

The impartial arbitrator shall have the authority to order full, partial, or no compensation, for time lost.

- c) Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than ten (10) days after such has happened.

### **Section 6.3 - Limitations of Authority and Liability**

No employee, Union member or other agent of the Union shall be empowered to call or cause any strike stoppage or cessation of employment of any kind whatsoever. However, in all cases of any illegal strike, slow-down, walkout or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hours of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline short of

discharge. Such Union member shall not be entitled to have any recourse to any other provisions of this Agreement.

#### **Section 6.4**

After the first twenty-four (24) hour period of such stoppage, however, the employer shall have the right to immediately discharge any Union member participating in any illegal strike, slow-down, walk-out or any other illegal cessation of work, and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

#### **Section 6.5**

Should either party not accept and abide by the procedure set fourth in this Article or the decisions resulting therefrom, then in such instance, either party shall have the right of other legal recourses.

#### **Section 6.6**

The cost of the impartial arbitrator shall be shared equally by the Employer and the Union.

#### **Section 6.7**

Any individual employee or group of employees, who willfully violates or disregards the arbitration and grievance procedure set forth in Article VI of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

### **ARTICLE VII**

#### **STEWARD**

#### **Section 7**

The Employer recognizes the right of the Union to designate a Job Steward and Alternate from the Employer's seniority list. The authority of Job Steward and Alternate so designed by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with his Employer or the designated Company representative in accordance with the provisions of the collective bargaining agreement;
2. The Collection of dues when authorized by appropriate Union action.
3. The Transmission of such messages and information, which shall originate with, and be authorized by the Union or its officers, provided such messages and information:
  - (a) Have been reduced to writing; or,
  - (b) If not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

The Job Steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of a Job Steward and his alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward or his alternate has taken strike action, slow down or work stoppage in violation of this agreement.

Steward shall be permitted reasonable time to investigate, present and process grievances on the Company property without loss of time or pay during his regular working hours; and where mutually agreed to by the Union and Employer, off the property or other than during his regular schedule without loss of time or pay. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

The Steward will be granted super-seniority for all legal purposes including lay - off and re-hire if requested by the Union.

## ARTICLE VIII

### SICK LEAVE AND SICK LEAVE BANK

#### Section 8.1

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 presence in school inadvisable. Sick leave applies only to absence caused by illness in the immediate family, except as described in Article IX, Section 2(a) and Article IX, Section 2(b).

#### Section 8.2

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.

The amount of sick leave accumulated at the rate of six (6) days per semester shall be ninety-six (96) days for all employees hired after July 1, 1990. Accumulated sick leave shall be reported monthly on the payroll forms and will be available in the office of the immediate supervisor.

#### Section 8.3

If there is a question of doubt regarding the illness of an employee, the Superintendent or his 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 physical before being permitted to return to work. Any dispute due to this section is subject to the Grievance Procedure.

#### Section 8.4

Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his regular salary for the duration of the illness, and the difference shall be charged against



sick leave. The employee shall receive his full salary from the Board and salary benefits received from the insurance company are to be endorsed to the School District as long as sick leave benefits are received.

### Section 8.5

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

To afford the maximum protection against a prolonged 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:

- a) On September 6, 1966, each employee contributed one (1) day of his 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.
- b) When the Sick Leave Bank falls below 750 days, the Board shall assess each employee one (1) day of his sick leave.
- c) Additions to the Bank may be made as required at the beginning of each semester according to the above limitations.
- d) Upon depletion of a member's own accumulated sick leave, he must wait an additional fifteen (15) calendar days before drawing from the Bank. School days in the fifteen-day waiting period shall be paid retroactively when a grant has been authorized by the Appeal Board.
- e) Any employee on sick leave may apply to participate in the Sick Leave Bank by filing an application in the Superintendent's office.
- f) A maximum of 180 days per illness may be granted from the Bank. This benefit is subject to reductions equal to Social Security and/or Workers Compensation benefits. Any reductions in Sick Bank money will not extend the coverage beyond one hundred and eighty (180) days of illness. When an employee has been absent from work for four (4) months, the employee shall apply for Social Security Benefits. No reduction will be made in the employee's salary from the Bay City Public Schools until the employee starts to receive his Social Security or Workers Compensation Benefits. The employee will notify the Personnel and

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Employee Relations office when the first check is received and the employee's salary reduction will be adjusted retroactive to the effective date of the benefit.

- g) Upon recommendation of the Appeal Board, additional days may be granted at the discretion of the Superintendent and the Appeal Board.
- h) Persons withdrawing sick leave days from the Bank will not have to replace these days except as a regular contributing member to the Bank.
- i) If it appears that an individual is abusing the above policy, the Appeal Board may direct said individual to be examined by two (2) doctors of the Appeal Board's choosing to determine if the illness is valid.
- j) The Appeal Board may grant or suspend sick days from the Bank. Their judgments and/or decisions will be final.
- k) The Sick Leave Appeal Board shall consist of the four elected officers and chairman of the appropriate committee of the Bay City Education Association, the presidents of the non-teaching associations, and the Superintendent or his designated representative.
- l) No employee will be credited with sick leave allowance while drawing from his own accumulated sick leave or the Sick Leave Bank until he has reported back to work.
- m) An annual report of 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.

## **ARTICLE IX**

### **LEAVE OF ABSENCE**

#### **Section 9.1**

Any employee whose personal illness extends beyond the period compensated under Article VIII shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, an

employee shall be assigned to, if available, the same position or a substantially equivalent position.

### **Section 9.2**

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

- (a) A maximum of five (5) days for critical illness in the immediate family living in the same household.
  
- (b) Two (2) days to transact business when the employee, through no fault of his own, is unable to transact such business except during his regular working hours. Bargaining unit members with five (5) or less absences (excluding vacation, court subpoena, jury duty, funeral days) for the previous fiscal year who do not use their business days will be paid for their unused business days at the end of the fiscal year. Applications for a business day will be made to the Director of Support Services through the employee's immediate supervisor at least twenty-four (24) hours in advance if possible. If the urgency of the leave is of such a nature that the request in writing is not practical, verbal notice to the immediate supervisor will be sufficient and the written request will be submitted by the employee upon return from leave. Extra days may be granted by the Director of Support Services. A business day cannot be used the day before or the day after a holiday or vacation period, the first day of a hunting or fishing season, except with justification in writing to the Director of Support Services. The Director of Support Services' decision on the justification on extra days and days before or after holidays or vacation will be final and not subject to the Grievance Procedure.

### **Section 9.3**

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

- a) A maximum of three (3) days for a death in the immediate family; spouse, father, mother, brother, sister, father-in-law, mother-in-law, children, grandparents. Additional time may be granted at the discretion of the Director of Support Services.

- b) One (1) day for attendance at the funeral service of a brother-in-law or sister-in-law, or person whose relationship warrants such attendance. Extension may be granted by the Director of Support Services.
- c) Absence when called for jury service.
- d) Court appearance as a witness in any case connected with employee's employment or the school or whenever the employee is required to attend any proceeding.
- e) One (1) day to take the selective service physical examination.
- f) A maximum of three (3) days for emergency purposes may be granted by the Director of Support Services.

#### **Section 9.4**

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 had he 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 9.5**

Military leave 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 assignment immediately following such discharge from service.

#### **Section 9.6**

An employee elected or selected for a full-time public office which takes him from his duties with the school system, shall upon prior written request, receive a leave of absence without pay for the term of such office or two (2) years, whichever is less. Unless such employee returns within the time limit hereinbefore specified, such leave of

absence shall terminate unless it has been renewed for a specific period with the approval of the Superintendent of Schools.

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 9.7**

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

## **ARTICLE X**

### **INSPECTION PRIVILEGES**

#### **Section 10.1**

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigation working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule.

## **ARTICLE XI**

### **POSTING - BULLETIN BOARDS**

#### **Section 11.1**

Each employee shall be furnished a copy of the contract.

#### **Section 11.2 - Union Bulletin Boards**

The Employer agrees to provide suitable space for the Union bulletin board. Postings by the Union on such boards is to be confined to official business of the Union.

## ARTICLE XII

### VACATIONS

#### Section 12.1

All employees with less than one (1) year of service prior to June 30th shall be entitled to one (1) working day per month with a maximum of 10 days paid vacation at their regular hourly or weekly rate of pay, exclusive of overtime and shift differential.

#### Section 12.2

All employees with one (1) year or more of service prior to June 30th, shall be entitled to ten (10) working days paid vacation at their regular hourly or weekly rate of pay, exclusive of overtime, and shift differential.

#### Section 12.3

All employees hired before July 1, 1990 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, exclusive of overtime and shift differential.

Beginning with the fourth (4th) year of service each employee hired before July 1, 1990 shall receive one (1) additional vacation day per year until he has twenty-five (25) days of vacation at his regular hourly or weekly rate, exclusive of overtime and shift differential.

All employees hired after July 1, 1990, with two (2) years or more of service on June 30, shall be entitled to twelve (12) working days paid vacation at their regular hourly or weekly rate of pay, exclusive of overtime or shift differential.

After the fifth full year of service to the Bay City School District starting July 1, which is determined by adding five (5) years to the longevity date year, each employee shall receive one (1) additional vacation day per year until a maximum of twenty-five (25) days paid vacation at their regular hourly or weekly rate of pay, exclusive of overtime or shift differential.

#### Section 12.4

Employees shall be permitted to choose either a split or continuous vacation and wherever possible, the employee shall have the right to choose the time of his

*longevity how does this fall into vacation this year / next year*

vacation. If there are more requests for a certain period than can be allowed, senior employees shall have preference on a rotation basis. It is the intent that most vacations will be taken during the summer months. Requests for vacation time, for the fiscal year, must be filed in the office of the Director of Support Services by May 15th to guarantee choice of vacation time by seniority.

**Section 12.5**

*we should do this??!*

*doesn't work this way if need to change to make it right.*

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 the workload. Carry-over vacation days will only be allowed through written permission of the Director of Support Services.

**Section 12.6**

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.

**ARTICLE XIII**

**HOURS OF WORK**

**Section 13.1 - Shifts**

- a) First shift begins at 7:00 A.M. and ends at 3:30 P.M. for at least two mechanics. First shift begins at 6:00 A.M. and ends at 2:30 P.M. for one mechanic.
- b) Second shift begins at 2:30 P.M. and ends at 11:00 P.M.
- c) During the summer, Christmas recess and Easter recess, all employees will work from 7:00 A.M. to 3:30 P.M.

**Section 13.2 - Call-in and Recall**

- a) Any employee called in to work shall be guaranteed four (4) hours.

**Section 13.3 - Overtime**

- a) Overtime shall be distributed fairly and equitably among employees in each job classification.
- b) Overtime pay for first shift employees shall include second shift premium if the overtime is more than four (4) hours.

**Section 13.4 - Shift Adjustment**

- a) When school is closed for inclement weather, at the discretion of the Director of Transportation, the second shift may be called in for a 9:00 A.M. starting time for the first day only. On the second day and thereafter until school opens again, the second shift may be called in a 7:00 A.M. with one day's prior notice.

**ARTICLE XIV**

**LOSS OR DAMAGE**

**Section 14.1**

Employees shall not be charged for loss or damage unless clear proof of negligence is shown. This Article is not to be construed as applying to charging employees for damage to equipment under any circumstances.

**ARTICLE XV**

**EQUIPMENT, ACCIDENTS AND REPORTS, DANGEROUS WORK**

**Section 15.1 - Unsafe Equipment**

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliance prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.



### **Section 15.2 - Dangerous Work**

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment.

### **Section 15.3 - Accident Report**

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his 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 15.4**

The employer shall provide the employee with two (2) pair of safety shoes on an annual basis at no less than \$50.00 nor more than \$100.00 per pair. Requisitions shall be made through the office of the Administrative Assistant.

The employer shall provide the employee with one (1) pair of Safety glasses as needed. Requisitions shall be made through the office of the Administrative Assistant.

## **ARTICLE XVI**

### **TERMINAL PAY**

#### **Section 16.1**

For employees who do not qualify for the retirement incentive under Article 16.3, one day's pay shall be granted for each day of accumulated sick leave not to exceed \$4,000.00 upon retirement of an employee under the provisions of the Michigan Public School Employees Retirement System, or the compulsory retirement age.

In addition, each employee will receive \$100.00 for each semester, within the five (5) years previous to his retirement, where the employee has started the semester of the school year with an accumulated sick leave of 96 days.

### **Section 16.2**

In addition to the above, 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 upon retirement of an employee under the provisions of the Michigan Public School Employees Retirement System, or the compulsory retirement age.

### **Section 16.3**

An employee who has at least fifteen (15) years of Bay City Public Schools service and who retires under MPERS 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 MPERS. 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 MPERS retirement requirements without reducing the Employee's early retirement benefits provided in this Article. In addition, for an employee in the MPERS Member Investment Plan (MIP) the reduction in Section 16.6 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 MPERS 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 MPERS 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 16.6 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 16.4**

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

- a) Subject to Section to 16.6, 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 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 16.6, 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 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).

Replacement page 7/15/98

- 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 16.5**

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 16.6**

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 16.7**

- 1) The retirement benefit in Section 16.4 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 16.4 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 16.4 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 16.4 shall be reduced by fifty-six (56%).

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**Section 16.8**

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 16.9**

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.

**ARTICLE XVII**

**INSURANCE PROTECTION**

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

**Section 17.1**

The Board shall provide an amount of \$30,000 in group term life insurance plus \$30,000 AD & D for each employee in the bargaining unit.

**Section 17.2**

For the term of this Agreement the Board shall provide complete health care protection on a full twelve (12) month basis for the employees' entire family through the Blue Shield Certificate MVF2 with Prescription Drug Benefit Certificate, no Co-Pay and Riders "ML", "SD, PD-EL", "COB-3", "VST", "FAE", "EF" and Reciprocity; Semi-Private Comprehensive Blue Cross Certificate with Riders "DCCR", "COB-3", "SA", "XF", "OPC", "CC", "IMB", and "D4SNM" Master Medical Supplemental Benefit Certificate

*look at*

with Riders "MM-M", "MM-DED", "MM-AL", and "MM-C". There shall be no double insurance coverage allowed. Whenever the employee's spouse and family are covered by a fully paid hospitalization insurance Blue Cross MVF-1 this section is void. The Board reserves the right to self-insure, or bid out, the above "guaranteed no less than" benefits.

Subject to the provisions hereinafter contained in this Article, dental insurance for a full twelve month period through MESSA Dental Insurance Program, Plan E (80/80) and Rider 007 (80/\$1,300), without cost to the employee. The Board may self-insure, guaranteeing no less than the benefits and specifications provided by MESSA dental program Plan E (80/80) and Rider 007 (80/\$1,300) and, without premium cost to the employee. There shall be no interruptions in benefit coverage, etc., because of a change to self insurance.

### **Section 17.3**

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 Sections 1 and 2 for the duration of Worker's Compensation benefits.

### **Section 17.4 - Vision Insurance**

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.

### **Section 17.5 - Annuity Option in Lieu of Health Insurance**

Bargaining Unit members who qualify for Health Insurance coverage, who choose not to be provided with such coverage because they have health coverage through another resource, shall be eligible to receive an annuity of \$100.00 per month toward a plan currently payroll deducted by the Board of Education.

Bargaining Unit members may elect hospitalization insurance if his/her spouse who was previously covered by fully paid hospitalization elsewhere died, retired or otherwise lost the benefit of such hospitalization coverage for reasons beyond his/her control. Such member would drop the annuity option and then be permitted to apply for Health Insurance through the Board on the usual terms and conditions prescribed by the insurance company.

## ARTICLE XVIII

### EMPLOYEE IMPROVEMENT AND CONTINUING EDUCATION CREDIT

#### Section 18.1

The Board and the Association recognize the need, desirability, and importance of continuing training and education of employees. The parties agree that self-improvement through additional training and education will directly and indirectly be of significant benefit to the Board in many various aspects such as: maintenance and enhancement of job skills; increased employee morale regarding job satisfaction and promotional possibilities; and a continued and increasing positive influence on the entire educational process.

In recognition of these and many other advantages attributed to the continued training and education undertaken by employees, the parties agree to the following:

Upon certification of successful completion of

- a) Gasoline and Diesel engines
- b) Drive Train (Includes automation and manual transmissions and clutches)
- c) Brake Systems (Air and Hydraulic)
- d) Suspension and Steering
- e) Electrical Systems

The Bargaining Unit member's hourly rate, as enumerated in Appendix A, shall be increased by \$0.17 IN 1997-98; \$0.18 IN 1998-99; \$0.19 IN 1999-2000; per certification for each of the certifications identified in the above schedule. The maximum total hourly rate increase allowed pursuant to this section is \$0.85 IN 1997-98; \$0.90 IN 1998-99; \$0.95 IN 1999-2000. Education received at levels higher than those cited in the paragraph shall be duly recorded by the Personnel and Employee Relations office. Notification to the Personnel and Employee Relations office of further job related accomplishments shall be the responsibility of the employee.

Those programs and activities for which the Bargaining Unit member received remuneration from the Board (tuition, travel, wages) shall not qualify for Continuing Education Credit. It should be made clear that even though the Board of Education has paid for these classes, record of the employee's attendance at these classes shall be maintained in the employee personnel file in the Personnel Department.

The Board also recognizes that the present employees hired before July 1, 1990, who have the present skills, experience, ability or certification to perform the above listed tasks, shall receive the premiums set forth herein, in addition to his or her straight time hourly rate.

## **ARTICLE XIX**

### **SEPARABILITY AND SAVINGS CLAUSE**

#### **Section 19.1**

If any Article or Section of the Agreement or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and or any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning of the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this contract to the contrary.

## **ARTICLE XX**

### **PROTECTION OF THE EMPLOYEE**

#### **Section 20.1**

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 defense as is permitted under the law.



## ARTICLE XXI

### SANITARY CONDITIONS

#### Section 21.1

The Employer agrees to maintain a clean sanitary washroom having hot and cold running water with toilet facilities, unless otherwise mutually agree to.

## ARTICLE XXII

### EXAMINATIONS AND IDENTIFICATION FEES

#### Section 22.1

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided however, the Employer shall pay for all such examinations.

The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

#### Section 22.2

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

## ARTICLE XXIII

### MEAL PERIOD

#### Section 23.1

Employees shall, except by mutual agreement, take ten (10) minutes in the A.M. and ten (10) minutes in the P.M. for rest breaks and twenty-five (25) minutes for a lunch break. No employee shall be compelled to take more than one (1) continuous hour

during such period nor compelled to take any part of such continuous hour before he has been on duty four (4) hours after he has been on duty six (6) hours.

## **ARTICLE XXIV**

### **GARNISHMENTS**

#### **Section 24.1**

In the event of notice to an Employer of a garnishment or impending garnishment the Employer may take disciplinary action if the employee fails to satisfy such garnishment within a twenty-four (24) hour period after notice to the employee. If the Employer is notified of three (3) garnishments irrespective of whether satisfied by the employee within the twenty-four (24) hour period, the employee may be subject to discipline, including discharge in extreme cases. However, if the Employer has an established practice of discipline or discharge with a fewer number of garnishments or impending garnishments if the employee fails to adjust the matter within the twenty-four (24) hour period, such past practice shall be applicable in those cases.

No garnishment or warning notice concerning the same shall be used in the application of this Article after twelve (12) months from the date of such garnishment or warning notice.

## **ARTICLE XXV**

### **MAINTENANCE OF STANDARDS**

#### **Section 25.1**

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provision for improvement are made elsewhere in this Agreement. It is agreed that the provision of this Section not apply to inadvertent or bonafide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the

date of error. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement. This provision does not give the Union the right to refuse to bargain on a condition or Article that the Employer wishes to remove in negotiations.

## **ARTICLE XXVI**

### **INCLEMENT WEATHER**

#### **Section 26.1**

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 26.2**

- a) When school is closed for the safety of children, the employees shall report to work and the rate of compensation shall be at the regular rates for hours worked.
- b) When the schools are closed and employees are instructed NOT to report to work, the employee shall be paid his regular eight (8) hour compensation rate.

## **ARTICLE XXVII**

### **GENERAL PROVISIONS**

#### **Section 27.1 - Job Openings**

In the event of job openings covered by this Agreement, the Employer shall post said openings for one (1) week. Employees shall be permitted to bid for said openings only within the said one (1) week period. Job openings will be filled from bids submitted on the basis of an employee's seniority and ability. The Employer will consult with the Union Steward or Union representative before filling job openings. Employees transferred through such procedure, will be given a thirty (30) day trial period on the job to which they were transferred. If the employee remains on the job after the trial period,

he shall not be allowed to bid again for a six (6) month period from the date of the job change.

**Section 27.2 - Uniforms**

The Board of education shall furnish and pay the cost of four (4) uniform changes per week.

**ARTICLE XXVIII**

**OTHER EMPLOYEES**

**Section 28.1**

Co-ops or outside funded employees may be hired during the year to check oil, water, brake fluid, anti-freeze, etc., in buses and maintain correct level.

**ARTICLE XXIX**

**TRANSFER OF TITLE OR INTEREST**

**Section 29.1**

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation and/or part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by the agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the time the seller, transferee, or lessor executes a contract or transaction as herein described. The Local Union shall also be advised of the exact nature of the transaction, not including financial details.

## **Section 29.2**

In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partner thereof) shall be liable to the Union, and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of the Agreement, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of the Agreement.

## **ARTICLE XXX**

### **TERMINATION OF AGREEMENT**

#### **Section 30.1**

This Agreement shall become effective upon ratification of the Teamsters and the Bay City Board of Education July 1, 1997. Should a grievance, other than wages, arise prior to the date of final ratification by both parties, the 1994-97 Agreement shall be used. Following final ratification, the 1997-2000 Agreement shall be use.

Said Agreement shall remain in effect through June 30, 2000 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

#### **Section 30.2**

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to June 30, 2000, or June 30th of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all legal recourse to support their request for revisions if the parties fail to agree thereon.

#### **Section 30.3**

It is understood and agreed between the parties that the provisions contained in Schedule "A" hereto attached, may be reopened for negotiations between the parties provided that the party desiring to reopen serves notice in writing upon the party at least

sixty (60) days prior to June 30, 2000. If no such notice is given the Schedule "A" shall continue on from year to year. In the event the parties cannot agree upon the requested revisions in Schedule "A", the Union shall have the right to legal recourse in support of its demands.

#### **Section 30.4**

In the event of an inadvertent failure by either party to give notice as set forth in the Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

Signed this 28th day April, 1997.

**UNION:** Local Union No. 486 Affiliated  
with the International Brotherhood of  
Teamsters

BY: David Robinson  
Secretary-Treasurer

BY: Edgar Amori  
Business Agent

BY: Timothy L. Parent  
Steward

**EMPLOYER:** BAY CITY BOARD OF  
EDUCATION

BY: Walter Hunt  
President

W. J. [Signature]  
Vice-President

Le Malpin  
Secretary

Joynt A. Uzinski  
Treasurer

R. E. Starbuck  
Superintendent

[Signature]  
Director of Support Services

SCHEDULE "A"  
WAGES

		1997-98 2.5%	1998-99 2.5%	1999-2000 2.5%
Head Mechanic		\$15.87	\$16.27	\$16.68
Mechanic	Step 5	\$14.72	\$15.09	\$15.47
Mechanic	Step 4	\$13.66	\$14.00	\$14.35
Apprentice	Step 3	\$10.33	\$10.59	\$10.85
Apprentice	Step 2	\$ 9.14	\$ 9.37	\$ 9.60
Apprentice	Step 1	\$ 7.94	\$ 8.14	\$ 8.34

PLUS 5% MICHIGAN PUBLIC SCHOOL EMPLOYEES RETIREMENT.  
SECOND SHIFT PREMIUM - \$.35

All Bargaining Unit Members shall maintain a valid Commercial Driver's License. The initial Commercial Driver's License and all renewals will be paid for by the Board of Education.

New employees may be placed on Steps 2 through 4, if the Superintendent or his designee and the Union decides the experience of the employee warrants a placement higher than the Apprentice Step 1 position.

If the Superintendent or his/her designee chooses to assign additional responsibilities to the Head Mechanic beyond the normal responsibilities of a Head Mechanic position, this person shall be paid no less than an additional \$2.50\*\*\* per hour over their current contract rate of pay. This person would then be exempt from overtime. These additional responsibilities will not be considered Bargaining Unit duties and may be modified, eliminated, or assigned to any employee in the school district at the sole discretion of the Superintendent and/or his designee.

The hourly rates for each step listed above in the Schedule "A" include the maximum rate of pay for an employee that has all the certifications as stated in Article XVIII.



1997 - 1998

BAY CITY PUBLIC SCHOOLS  
MECHANICS CALENDAR

M	T	W	T	F
JULY	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

M	T	W	T	F
NOV				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

M	T	W	T	F
MARCH	2	3	4	5
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

M	T	W	T	F
AUG				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

M	T	W	T	F
DEC.	1	2	3	4
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

M	T	W	T	F
APRIL		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

M	T	W	T	F
PT. 1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

M	T	W	T	F
JAN.			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

M	T	W	T	F
MAY				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

M	T	W	T	F
OCT.		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

M	T	W	T	F
FEB.				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

M	T	W	T	F
JUNE	1	2	3	4
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

○ Holidays

⊘ Day paid w/o work

6 Holidays

4 Days off w/pay

1998 - 1999

BAY CITY PUBLIC SCHOOLS  
MECHANICS CALENDAR

	M	T	W	T	F
<b>JULY</b>			1	2	③
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	31

	M	T	W	T	F
<b>NOV</b>	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	②⑥	⊘
	30				

	M	T	W	T	F
<b>MARCH</b>	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		

	M	T	W	T	F
<b>AUG</b>	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				

	M	T	W	T	F
<b>DEC.</b>		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	⊘	②⑤
	28	29	30	⊘	

	M	T	W	T	F
<b>APRIL</b>				1	⊘
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

	M	T	W	T	F
<b>PT.</b>		1	2	3	4
	⑦	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		

	M	T	W	T	F
<b>JAN.</b>					①
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29

	M	T	W	T	F
<b>MAY</b>	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	③①				

	M	T	W	T	F
<b>OCT.</b>				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

	M	T	W	T	F
<b>FEB.</b>	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26

	M	T	W	T	F
<b>JUNE</b>		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		

○ Holidays

⊘ No Work Days w/ Pay

6 Holidays

4 No Work w/pay

BAY CITY PUBLIC SCHOOLS  
MECHANICS CALENDAR

M	T	W	T	F	
JULY				1	2
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

M	T	W	T	F
NOV				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	
29	30			

M	T	W	T	F
MARCH				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

M	T	W	T	F
AUG				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

M	T	W	T	F
DEC.				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22		24
27	28	29		31

M	T	W	T	F
APRIL				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	
24	25	26	27	28

M	T	W	T	F
PT.				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

M	T	W	T	F
JAN.				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

M	T	W	T	F
MAY				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

M	T	W	T	F
OCT.				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

M	T	W	T	F
FEB.				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29			

M	T	W	T	F
JUNE				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Holidays

No Work Days w/pay

6 Holidays

4 No Work Days / Pay