

June 30, 1975

AGREEMENT BETWEEN

THE BAY CITY BOARD OF EDUCATION

and

THE NON-ACADEMIC SCHOOL EMPLOYEES ASSOCIATION

of BAY CITY

1973-74 through 1974-75

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AGREEMENT BETWEEN  
THE BAY CITY BOARD OF EDUCATION and  
THE NON-ACADEMIC SCHOOL EMPLOYEES ASSOCIATION OF BAY CITY

This Agreement entered into this 4th day of December 1973, to be effective as set forth in Article XXI hereof, by and between the Board of Education of the City of Bay City, Michigan, hereafter called the "Board" and the Non-Academic School Employees 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

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 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 custodial and maintenance employees including custodians, fireman-lead custodian, carpenters, utility men, matrons and laundry people, but excluding supervisory administrators, students in training or co-op students, summer employees, and all other personnel. The term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiated unit as above defined, and references to male employees shall include female employees.

B. The Board agrees not to negotiate with any organization representing custodial and maintenance employees other than the Association for the duration of this Agreement. 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 by the employee.

C. Nothing contained herein shall be construed to deny or restrict to any employee rights he 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

A. Within thirty (30) days of the beginning of their employment hereunder, Association members may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association. Such sum shall be deducted as dues from the regular salaries of all such employees and remitted not less frequently than monthly to the Association. Any 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 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.

B. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, union dues or Service Fees, United Fund, insurance programs, or any other plans or programs jointly approved by the Association and the Board.

### ARTICLE III

#### Rights of the Association

A. Pursuant to Act 336, or the Public Acts of Michigan for 1947 as amended by Act 379 of Public Acts of Michigan for 1965 as amended later acts, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation 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 membership in the Association, his participation in any activities of the Association or collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

B. 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.

C. 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 Principal or Business Manager. 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.

D. 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 complaint.

E. 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

A. 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 confer-

red upon and 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 V

### Job Classification

- A. Employment qualifications required of all Custodian and Maintenance employees:
1. Sufficient physical health and secure examination as required by law.
  2. Good personal appearance and cleanliness.
  3. A pleasing personality.
  4. An apparent interest in the position offered.
  5. The ability to read, write, and comprehend simple directions.
  6. Evidence of initiative, ingenuity, loyalty and willingness to cooperate.
- B. Job Classifications and Qualifications.
1. Building Maintenance Mechanic (Western)
    - a. Duties:
      - 1) Primary duties to service the heating, ventilating and cooling units.
      - 2) Such other utility duties as time permits will be assigned by Head Custodian.
      - 3) Duties will be reviewed by Administrators and Association at their monthly meeting after a short trial period.

b. Qualifications:

- 1) He must possess a good working knowledge of heating, plumbing and electrical equipment and be capable of servicing the equipment in a workmanlike manner.

2. Fireman-Lead Custodian in High Schools.

a. Duties:

- 1) The Fireman-Lead Custodian under the supervision of the Head Custodian will perform the duties of the building custodian and be the Lead Custodian with responsibility to see that the duties assigned to the employees on his shift by the Head Custodian are carried out. The employees' duties shall be assigned by the Head Custodian. He is responsible for daily checking and minor adjusting of the building heating, cooling and ventilating equipment as outlined and scheduled by the Head Custodian. He must also perform such other classified duties as may be assigned by the head custodian except in an emergency situation when other duties may be assigned.

b. Qualifications:

- 1) He must possess a good working knowledge of steam and electrical equipment and be capable of safely operating boilers, engines, motors, generators and their auxiliaries. He must also possess a good working knowledge of the custodial function and of building operation and maintenance.
- 2) They must have the ability to meet the public.

3. Custodian in High Schools

a. Duties:

- 1) Cleaning work assigned by head custodian such as sweeping,



scrubbing, mopping, waxing, washing, window cleaning, brass polishing, etc.

b. Qualifications:

- 1) They must be good housekeepers capable of accepting supervision and promptly carrying out instructions with reference to their duties.

4. Building Utility Man in High Schools

a. Duties:

- 1) General repair of building equipment and furniture, upkeep of grounds and other duties as assigned by head custodian.

b. Qualifications:

- 1) General mechanical ability.

5. Matron in High Schools

a. Duties:

- 1) Perform light cleaning work such as dusting and cleaning the halls, checking toilet rooms, cleaning mirrors, lavatories, and other classified duties as may be assigned by the head custodian, except in an emergency situation when other duties may be assigned.

b. Qualifications:

- 1) They must be good housekeepers capable of accepting supervision and promptly carrying out instructions with reference to their duties.

6. Elementary and Intermediate School Head Day Custodian

a. Duties:

- 1) They have complete charge of building and will work at heating, ventilating, cleaning, grounds care, etc. He will have general supervision of all custodial employees that may be assigned to the building.

b. Qualifications:

- 1) He shall be capable of maintaining and operating a school building and site to expedite the instructional program by performing his duties.

7. Elementary and Intermediate School Evening Custodian

a. Duties:

- 1) Cleaning work assigned by Elementary or Intermediate head day custodian such as sweeping, scrubbing, mopping, waxing, washing, window cleaning, brass polishing, etc.
- 2) He must check the heating and security of the building.
- 3) He must assist the activities in the building.

b. Qualifications:

- 1) They must be good housekeepers capable of accepting supervision and promptly carrying out instructions with reference to their duties.
- 2) They must be capable of performing their duties without immediate supervision.

8. Carpenter

a. Duties:

- 1) Maintenance carpenter work throughout the school system, including repairs or new installations which cannot

be done by the regular staff as assigned by Building and Grounds Supervisor.

b. Qualifications:

- 1) He must be a carpenter capable of construction and maintaining buildings and equipment as directed.

9. Carpenter's Helper

a. Duties:

- 1) He will work under the direction of the Carpenter in assisting with the maintenance and operation of the school plant and equipment.

b. Qualifications:

- 1) He shall possess the ability for handling carpenter and maintenance tools. He must be capable of accepting supervision and promptly carrying out instructions with reference to his duties.

10. Utility Man

a. Duties:

- 1) He shall work out of Maintenance doing general grounds work at schools or properties assigned including truck and tractor operation and maintenance. He will also do substitute custodial work or any other work assigned by the Building and Grounds Supervisor.

b. Qualifications:

- 1) He must possess the ability in grounds keeping such as care of lawns and shrubbery and be handy with

tools and equipment for maintenance of school property. He must be able to take direction of jobs assigned him. He must have the ability to operate and maintain trucks, tractors, mowers and other equipment.

#### 11. Delivery Man

##### a. Duties:

- 1) He shall operate the pick-up and delivery service to schools as directed by the Business Manager. When school is not in session, other work will be assigned whenever there are no pick-up or deliveries to be made.

##### b. Qualifications:

- 1) He must have good driving habits at all times, be capable of taking direction and supervision, and promptly carrying out orders as given by those for whom he works.

#### 12. Electronic Equipment Repair Man

##### a. Duties:

- 1) Repairing and maintaining audio-visual equipment such as movie projectors, opaque projectors, record players, radios, reading laboratories and other like equipment.
- 2) Inspect and repair films as necessary.

##### b. Qualifications:

- 1) Knowledge of electronics and the ability to repair equipment listed above.

ARTICLE VI

Compensation

A. The salaries of employees covered by this Agreement are set forth in Schedule "A" which is attached to and incorporated in this Agreement.

B. The annual rates of pay shown on the salary schedule are based on full-time employment of forty (40) hours per week in the specified positions.

C. 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.

D. Premium Pay:

	<u>1972-1973</u>	<u>1973-1974</u>
For second shift	\$ .15	\$ .16
For third shift	.20	.21
For split shift	.15	.16
Weekend responsibilities:		
With pool	.40	.42
Without pool	.20	.21

\$ .10 per mile when temporarily assigned or when your personal car is required during your regular shift.

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

On the 10th, 11th, 12th, 13th, and 14th year of service.....3% of Maximum of Classification.

On the 15th, 16th, 17th, 18th, 19th year of service..... 4% of Maximum of Classification.

On the 20th year of service and thereafter.....5% of Maximum of Classification.

These years shall be determined by the following method:

1. A longevity date shall be set using Article VI-1 as a basis. 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.

2. To find the tenth year of service, add nine to the longevity date year. July 1st of that year will be the date when the 3% longevity begins.

Example:	Longevity Date	July 1, 1960
	Add	<u>9</u>
	3% Longevity begins	July 1, 1969

3. To find the fifteenth year of service, add fourteen to the longevity date year. July 1st of that year will be the date when the 4% longevity begins.

Example:	Longevity Date	July 1, 1960
	Add	<u>14</u>
	4% Longevity begins	July 1, 1974

4. To find the twentieth year of service, add nineteen to the longevity date year. July 1st of that year will be the date when the 5% longevity begins.

Example:	Longevity Date	July 1, 1960
	Add	<u>19</u>
	5% Longevity begins	July 1, 1979

F. If school is not in session, legal holidays shall be: July Fourth, Labor Day, Thanksgiving Recess, Day before Christmas, Christmas Day, Day before New Year's Day, New Year's Day, Good Friday and Memorial Day. Should a holiday fall on a Sunday, Monday shall be considered a holiday. Should a Christmas

or New Year's Day fall on Thursday, the day after will be the holiday in place of the day before. 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.

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

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

I. New employees hired on or before January 31, will be eligible for a salary increment the following July 1.

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

K. 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.

## ARTICLE VII

### Hours of Work

#### A. Work Week and Work Day

1. The work week of members of the bargaining unit shall be a forty (40) hour week based upon five (5) days per week of eight (8) hours per day.

2. During the winter firing season only, for winter firemen only, the scheduled Monday through Friday week may be changed. Winter firemen shall be paid overtime rate as stated in Section "A-1" except their Saturday shall be their first scheduled day off and their Sunday shall be their second scheduled day off.

#### B. Shifts

1. Any shift that regularly begins on or after 6:00 a.m., but before 12:00

a.m. shall be described as the first shift.

2. Any shift that regularly begins on or after 12:00 a.m., but before 6:00 p.m. shall be described as the second shift.

3. 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 is limited to High Schools.

4. Split shifts shall be limited to ones now existing. New split shifts will be formed only when by mutual agreement the work on the regular shift cannot be finished without overtime pay. An 8 hour work schedule shall be completed in 10 hours.

5. All employees working in schools on other than the first shift may be rescheduled to the 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.

C. Overtime List

1. Eligible employees who want overtime work will file a request annually, in writing, with the Labor Relations Administrator on or before July 1. The list for overtime assignments will be compiled from these requests on the basis of seniority as of July 1. 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.

D. Overtime Assignments

1. Overtime work, except carpenter, tractor work, and technical work, will be rotated among qualified employees on the list as equally as possible.

2. Whenever overtime is required in any building, the Head Custodian of that building will rotate the assignments to employees of that building before using the procedure of D-1.



E. Week End Responsibilities

1. Intermediate and Elementary Head Day Custodians will check their buildings as conditions warrant for the following items and use due care that their buildings are operable and ready for occupancy Monday morning.

- a. Heating and cooling equipment is functioning properly.
- b. Pool is safely operating.
- c. Building is secure and void of vandalism.

2. Overtime pay will be paid only if, in an emergency, more than one (1) hour is required.

F. Minimum Hours

1. An employee called in for work after completing an eight hour day or a forty-hour week shall be allowed a minimum of four (4) hours at the overtime rate for his classification.

G. Notification

1. Whenever possible, employees shall be notified of overtime work at least twenty-four (24) hours in advance.

H. Need of Custodian

1. A custodian shall be on duty after school and evening events which require custodial services to have the facility in proper order for the next school session. Examples of events which require the custodian's presence are: P.T.A. meetings and rentals. The principal may approve meetings supervised by staff members without the custodian, provided the facilities are left in proper condition for the next school session.

ARTICLE VIII

Seniority

Seniority of Non-Academic Employees shall be determined in the following manner:

A. Temporary employees can be employed no longer than 120 days. They do not become members of the bargaining unit and this Master Agreement does not apply to them. It is the intent of the Board of Education not to use temporary employees to the extent that it would erode the bargaining unit.

B. Part-time employees are those employees working on a regular basis less than thirty (30) hours per week. They are members of the bargaining unit but do not obtain seniority on the regular full-time seniority list. They will receive fringe benefits on a pro-rated basis as their hours are to forty (40) hours. All part-time employees will be laid off before any full-time employees are laid off. It is the intent of the Board of Education not to use part-time employees to the extent that it would erode the bargaining unit.

C. New employees will be probationary employees until they have been employed and have worked ninety (90) days. Probationary period will start on the date employee starts a full time thirty (30) hour work week with full fringe benefits and pay rates according to this Agreement. These employees will be entered on the seniority list after completion of the probation period as of the date of employment 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.

D. When filling vacancies, making promotions, or new jobs or positions are created, the Board of Education will promote the oldest employee in seniority, providing application is made for same by qualified employee in writing within five (5) days after all non-academic employees have been notified of the vacancy through the school mail. He shall be given a thirty (30) day trial to show his capabilities and in the event he cannot, he will be permitted to return to his old job with no loss of seniority. A second thirty (30) day trial period may be granted by joint action of the Labor Relations Administrator and the Executive Committee of the Association.

He may ask to be returned to his prior position within the trial period without loss of seniority.

In the event a man cannot show his capabilities or asks to be returned to his former position, all men changed as a result of this particular bid will be backed up from the position in question, and the position filled from the original bid list.

All vacancies and jobs will be considered as a separate job according to duties, days and hours worked by the previous employee.

Assignments will be reviewed periodically to determine necessary changes to balance work load.

Vacancies will be posted within fifteen (15) days of their occurrence. New positions will be posted within thirty (30) days of their creation.

The association shall have the right to be at all bid openings.

All bid positions will be filled within fifteen (15) days after the bid opening.

E. A man undertaking the duties of a Day Custodian of an Elementary or Intermediate Building shall be permitted to work three (3) days with the man he is replacing.

F. When there is a shortage of men in one department and a surplus in another department, men from the department having a surplus will be transferred to the department where the shortage exists. The Board of Education, in transferring to the department where the shortage exists, will have the right to select such men upon their ability and fitness to perform the work. All such transfers will be temporary.

Involuntary transfers may be made by the Board for the good of the school system when a disruptive situation exists and no other practical solution is available after discussion of the transfer with the Association. Any transfer ordered by the Board over the objection of the Association may be made the subject of a

grievance, but such transfer shall remain in effect during the pendency of the grievance.

G. 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 fourteen (14) months.
4. Employee fails to report for work for three (3) consecutive days without - by the end of the third day - notifying his supervisor of a reasonable excuse for such absence, plans for returning, with such excuse to be subject to later verification by the employer.

H. Up-to-date seniority lists shall be posted on the bulletin boards of the school system one (1) week before the end of the school year and thirty (30) days after Labor Day of each year.

I. When there are layoffs in any classification for any reason, the following procedure shall be followed:

1. All probationary employees shall be laid off first, in line with their date of hire.
2. Thereafter, employees shall be laid off in line with their seniority. Employees with seniority who are qualified and willing to do the work of the employee to be displaced, in a lower classification, may do so at the current rate for the job thus vacant.
3. When there is an increase in working forces, after a layoff, the reverse of the above layoff procedure shall be followed before any new employee still laid off shall be first offered employment in order of their seniority if they are willing to do the work available at the prevailing rate of such work.

4. When an employee, other than a probationary employee is laid off for an indefinite period, he will be given a fifteen (15) day notice of such layoff. If he is laid off less than fifteen (15) days after such notice has been given, he will be paid at the usual rate for that part of the fifteen (15) days which he has not worked.

## ARTICLE IX

### Retirement

- A. The compulsory retirement age for employees of the Bay City School District shall be sixty-five (65).
- B. Any employee that will reach the sixty-fifth (65) birthday prior to July 1 shall not be permitted to continue full time employment.

## ARTICLE X

### Vacations

- A. All employees with six months service prior to June 30, shall be entitled to five (5) working days paid vacation at their regular hourly or weekly rate of pay, exclusive of overtime and shift differential.
- B. All employees with one year or more of service, 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.
- C. Beginning with the third year of service, each employee shall receive one (1) additional vacation day per year until he has twenty days of vacation paid at his regular hourly or weekly rate, exclusive of overtime and shift differential.
- D. 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 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 vaca-

tions will be taken during the summer months. Requests for vacation time must be filed in the office of the Labor Relations Administrator by May 15th to guarantee choice of vacation time by seniority.

E. Each employee who leaves of his own accord shall be entitled to take his 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.

F. 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.

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

## ARTICLE XI

### Sick Leave and Sick Leave Bank

A. 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 "Emergency Leave".

B. 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.

C. 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.

D. Any employee who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen'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.

E. 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:

1. 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.
2. When the Sick Leave Bank falls below 750 days, the Board shall assess each employee one (1) day of his sick leave.
3. Additions to the Bank may be made as required at the beginning of

each semester according to the above limitations.

4. 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.
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 appeal 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 elected officers and chairman of the appropriate committee of the Bay City Education Association, the presidents of the non-teaching Association, and the Superintendent or his designated representative.
12. 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.

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.

## ARTICLE XII

### Leave of Absence

A. Any employee whose personal illness extends beyond the period compensated under Article XI 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.

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

1. A maximum of five (5) days for critical illness in the immediate family living in the same household.
2. One (1) day 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. Application for personal business day will be made to the Labor Relations Administrator 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 Labor Relations Administrator. A personal business day cannot be used the day before or the day after a holiday or vacation period, the first or last day of the school term, or the first day of a hunting or fishing season, except with justification in writing to the Labor Relations Administrator. The Labor Relations Administrator's decision on the justification on extra days will be final and not subject to the Grievance Procedure.

C. 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, grandchildren and grandparents. Additional time may be granted at the discretion of the Labor Relations Administrator.
2. One (1) day for attendance at the funeral service of brother, sister, brother-in-law or sister-in-law, or person whose relationship warrants such attendance. Extension may be granted by Labor Relations Administrator.
3. Absence when called for jury service.
4. 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.
5. One (1) day to take the selective service physical examination.

D. A maternity leave of one (1) year, shall be granted without pay. Extensions shall be granted for each of four succeeding years upon application in writing prior to April 1. An employee having been duly granted maternity leave must apply for re-employment on or before April 1st, prior to the school term if re-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 next step of the salary schedule from which they went on leave.

E. Leave of absence shall be granted up to two (2) years to any employee who enlists in the Peace Corps as a fulltime 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.

F. 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 assignment immediately following such discharge from service.

G. 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 herein-before 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.

H. 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 expense to make certain such employee is able to return to work.

### ARTICLE XIII

#### Terminal Pay

A. One day's pay shall be granted for each day of accumulated sick leave 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.

B. In addition to the above, the school district shall pay \$50.00 per year for each year of service in this school district after fifteen (15) years, but not to exceed \$500.00.

### ARTICLE XIV

#### 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.

A. The Board shall provide, through the Employers Trust Program, an amount of \$5,000.00 in group term life insurance plus \$5,000.00 AD & D for each employee in the bargaining unit.

B. 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 MEA Super Med Program or Blue Shield Certificate MVF-1 with Riders "CB-2", "DC", and "SD"; Semi-Private Comprehensive Blue Cross Certificate with Riders "DCCR", "COB-2" and "SA"; Master Medical Option 4; Master Medical-65 with Riders "BC-65-2" and "BS-65-1". 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 or MESSA Super Med, this section is void.

C. 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 "B" for the duration of Workmen's Compensation benefits.

## ARTICLE XV

### Grievance Procedure

A. Should differences arise between the Board and Association, or its members employed by the Board as to the meaning and application of the employees covered hereby on account of such differences but an earnest effort shall be made to settle such differences immediately in the following manner:

Step 1 Between the agrieved employee, a committeeman and the Principal or his designee, who 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 Committeeman may file a grievance in writing on forms furnished by the Board, and present two (2) copies to the Principal or his designee, who shall have five (5) 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 receipt of the Principal or his designee's answer then submit a copy of the Grievance to the Labor Relations Administrator.

A meeting will then be held as soon as possible, but not later than five (5) working days, between the Board representatives and the Grievance Committee for the discussion of the grievance. The decision of the Board representatives shall be made in writing within five (5) working days after the meeting.

Step 4 In the event the adjustment is not made, and the dispute shall not have been satisfactorily settled, the matter shall then be referred within fifteen (15) working days from the Board's answer in Step 3 to an impartial umpire to be appointed by mutual agreement of the parties hereto. If the parties cannot agree as to the arbitrator, he shall be selected by 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 Board 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 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, or its representative, 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 effects more than one building shall begin at Step 3.

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

1. Grievances with respect to errors in pay may be filed within thirty (30) working days from the issuance of the alleged erroneous check. All other grievances except those described in "2" of this section must be processed at Step 1 within ten (10) working days from the occurrence which allegedly gave rise to the grievance.

2. In cases of layoff, a grievance claiming that an employee or employees were 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 Chairman of the Grievance Committee of the employee or employees so laid off.

3. 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.

C. 1. The employees shall be represented by a Grievance Committee which shall consist of three (3) members selected by the members from the seniority list and the President of the Association.

2. Alternate Committeemen shall be recognized when the regular committeeman is absent.

3. 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.

4. Due to the nature of the school operation the problems caused by interruption of schedule, the Grievance Committee members must necessarily process grievances during other than normal working hours. However, such committee members shall be paid for any time lost attending arbitration hearings pursuant to the grievance procedure and grievance meetings set up by the administration.

D. Any employee or group of employees who are called into any meeting regarding any matter which comes under the jurisdiction of the Association may request the presence of the President of the Association or a member of the Grievance Committee and such requests shall not be denied.

#### ARTICLE XVI Discipline

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

B. 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.

#### ARTICLE XVII

##### Strikes and Responsibilities

The Association agrees, on its own behalf that:

A. 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 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.

B. If the association disclaims in writing to the Board responsibility for any activity prohibited hereby, it shall not be liable in any way therefor. 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.

C. 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.

D. 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 XVIII

##### Protection of the Employee

A. 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 XIX

##### Inclement Weather

A. 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.

B. On days when all schools must be closed because of inclement weather, all employees covered by this contract are not required to come to work. They will receive their regular rate of pay. Those employees on the job at the time the public announcement is made will receive an additional regular rate of pay. If any other personnel is needed, they will be notified and paid an additional regular rate of pay.

## ARTICLE XX

### Additional Space

A. In the event additional space is added to existing building or the building is replaced, the President of the Association, the Custodian of the building, the Business Manager, the Superintendent of Buildings and Grounds, and the Labor Relations Administrator shall review the situation and make a recommendation to the Superintendent of Schools.

B. When a new building is erected on a new site, the President of the Association, another member of the Association chosen by the President, the Business Manager, the Superintendent of Buildings and Grounds, and the Labor Relations Administrator shall review the conditions and make a recommendation to the Superintendent of Schools.

## ARTICLE XXI

### 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 the date signed, and shall continue in full force and effect and be legally binding on the parties hereto, until June 30, 1975, and from year-to-year thereafter unless either party serves notice in writing upon

the other party at least 120 days prior to the expiration date of this Agreement.

Wages provided for in Appendix A shall be retroactive to July 1, 1973.

Dental insurance may be reopened for negotiations for the fiscal school year 1974-75.

B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by 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 seals  
this twentieth day of December, 1973.

NON-ACADEMIC EMPLOYEES  
ASSOCIATION OF BAY CITY

By:

Julia Z. G. ...  
President

Edward J. Bedell

Don Ackley

Walt DeSho

William C. Young

BAY CITY BOARD OF EDUCATION

By:

Harry J. Merwood  
President

L. E. Ewing  
Secretary

Albert Hoffnar

Bert Braum

APPENDIX "A"  
SALARY SCALE

	<u>1973-74</u>		<u>1974-75</u>	
<u>Custodian</u>				
<u>Step</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>
0	\$3.89	\$8,091	\$4.08	\$8,486
1	4.21	8,757	4.42	9,194

<u>Head Day Custodian (10 rooms or less)</u>				
<u>Step</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>
0	\$3.97	\$8,258	\$4.17	\$8,674
1	4.32	8,986	4.54	9,443

Firemen-Lead Custodian, Utility Men, Head Day Custodian (more than 10 rooms)  
Carpenter's Helper and Delivery

<u>Step</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>
0	\$4.10	\$8,528	\$4.31	\$8,965
1	4.44	9,235	4.66	9,693

Carpenter, Electronic Equipment Repairmen  
and Building Maintenance Mechanic

<u>Step</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>
0	\$4.27	\$8,882	\$4.48	\$9,318
1	4.68	9,734	4.91	10,213

Matrons and Laundry 40 weeks 8 hrs. (1600)

<u>Step</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>
0	\$3.15	\$5,040	\$3.31	\$5,296
1	3.75	6,000	3.94	6,304