AGREEMENT

between

BAY CITY PUBLIC SCHOOLS

and

BAY CITY HALL MONITOR/
SAFETY & SECURITY SPECIALISTS

July 1, 2024

to

June 30, 2027

Bay City Public Schools
601 Blend Street
Bay City, MI 48706

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ARTICLE I

RECOGNITION

The Bay City Board of Education recognizes the Michigan Education Association as the exclusive representative for all bargaining unit members representative of the job classifications (or the modification of any of the recognized job classifications or job titles mutually agreed upon by the parties) which voted in the election conducted on April 28, 2017.

ARTICLE II

UNION RIGHTS

A. SECURITY

The Employer agrees not to aid, promote, or finance any labor group or organization which attempts to engage in collective bargaining or to make any agreement with any such group or organization for any purpose adverse to the representational function of MEA/NEA. The Employer will make available to all employees in the Bargaining Unit a copy of this Agreement.

B. RIGHT TO ORGANIZE

Pursuant to Act 336 as amended by Act 379 of the Public Acts of Michigan of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the employment of any rights conferred by Act 336 as amended by Act 379 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 other terms or conditions of employment.

C. FACILITY UTILIZATION

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

D. FREEDOM OF INFORMATION

The Board agrees to furnish to the Union, in response to reasonable requests, available information concerning the financial resources of the District and such other information as will assist the Union in developing intelligent, accurate, informed, and constructive programs on behalf of its members, together with information which may be necessary for the Union to process any grievance or complaint, but only in the form or format as it exists.

E. JOB STEWARD

The Employer recognizes the right of the Union to designate a Steward and Alternative from the employer's seniority list. The responsibilities and faculty of the Steward and Alternate so designed by the Union shall include the following duties and activities:

1. The investigation and presentation of grievances with their Employer or the designated District representative in accordance with the provisions of the collective bargaining agreement.

2. The transmission of messages and information (outside of the workday), 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 routine nature.

3. The Steward will be granted super-seniority for layoff and re-hire if requested by the Union.

F. INSPECTION PRIVILEGES

With the approval of the Director of Human Resources and Employee Relations or their designee, authorized agents of the Union shall have access to the District's buildings during working hours for the purpose of adjusting disputes, investigation of working conditions and ascertaining that the Agreement is being adhered to with no interruption of District's work schedule.

ARTICLE III

BOARD RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing:
   1. To the executive management and administrative control of the School System and its properties and facilities and the on-duty activities of its employees and off duty activities to the extent that they adversely impact or effect the School District.

   2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion for just cause and to promote all such employees.

   3. The Board of Education has the right to determine the number of jobs in each classification and to change that number as it deems in the best interest of the taxpayers; and

   4. The right to transfer and/or assign employees and to change such assignments as it deems in the best interest of the taxpayers.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, practices and 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 thereof are in conformance with the laws and Constitution of the State of Michigan and the United States.

C. The parties agree that this Contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral or written understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

D. An emergency manager appointed under the Local government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act.

This clause is included in this agreement because it is legally required by state law. It is noted the union does not agree or acknowledge this provision as binding and reserves all rights to assert this clause as unenforceable.

ARTICLE IV

WAGES

A. **WAGE SCALE**

Step	2024-25	2025-26	2026-27
1	$12.95	$13.10	$13.30
2	$13.25	$13.40	$13.60
3	$13.84	$13.99	$14.19
4	$14.43	$14.58	$14.78
5	$15.00	$15.15	$15.35
6	$15.56	$15.71	$15.91

- For the 2024/2025 contract year, eligible members shall advance one step on the salary schedule.

- For the 2025/2026 contract year, fifteen ($0.15) cents will be added to the salary schedule, eligible members shall advance one (1) step on the salary schedule.

- For the 2026/2027 contract year, twenty ($0.20) cents will be added to the salary schedule, eligible members shall advance one (1) step on the salary schedule.

B. Employees will receive credit for their previous experience for Wage Scale purposes.

C. All staff to be compensated through Direct Deposit.

D. 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, United Way Fund, insurance programs, or any other plans or programs jointly approved by the Association and the Board, to the extent allowable by law.

E. Employees with a start date of February 1 or after will not be eligible to step on the salary schedule for the subsequent year. The next step increase will begin following the completion of the first full school year. *For example: If Employee A started employment on February 1, 2025, the employee would advance to the next step of the salary schedule starting with the 2026-2027 school year.*

ARTICLE V

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 covered by this Agreement the following insurance protection paid for by the Board of Education.

Section 5.01

The Board shall provide a fully funded amount of forty thousand dollars ($40,000) in group term life insurance, plus forty thousand dollars ($40,000) AD & D for each employee in the Bargaining Unit.

Section 5.02

The District will contribute one hundred percent (100%) of the hard cap limits (through PA 152) for medical premiums and maintain the medical benefit plan coverage year from January 1 through December 31. The Association may select other products annually for the duration of this contract. Should the premium cost of the HSA plan fall under one hundred percent (100%) of the State hard cap rates, the District will pay the difference in premium cost and hard cap contribution to the employee through an HSA contribution no later than the first regularly scheduled payroll in January if enrolled in the HSA plan.

The annual Employer paid amounts shall adjust at the beginning of each MESSA plan year (January 1 through December 31), at one hundred percent (100%) of the maximum State Hard Cap permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act (PA 152).

Any premium or deductible for the HSA Plan, above the one hundred percent (100%) of Hard Cap, will be the responsibility of the employee and will be contributed through payroll deduction in equal bi-weekly amounts from the employee's paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ. Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HSA, up to the maximum amounts allowed by Federal Law.

The Board shall have the right to recover any unpaid premiums by the member (in addition to any other remedies provided by law) by deducting the premium amount in arrears from any wages remaining to be paid to the employee. If remedies described are not available, the District reserves the right to terminate healthcare coverage of the member who is unable to make their portion of the premium current.

Beginning January 1, 2025, the board shall provide complete health insurance protection for a full twelve-month period. Employees shall choose one (1) of the following medical plan options:

A. Option 1:

MESSA Choices II
$500/$1,000 In-Network Deductible
$20/$20/$20 On-Line/Office Visit/Specialist Visit Copay
$25/$50 Urgent Care/Emergency Room Copay
Saver Rx

B. Option 2:

MESSA Choices II
$500/$1,000 In-Network Deductible
$20/$20/$20 On-Line/Office Visit/Specialist Visit Copay
$25/$50 Urgent Care/Emergency Room Copay
10% Co-insurance
Saver Rx

C. *Option 3:*

MESSA ABC Plan 1
$1,600/$3,200 In-Network Deductible (set by IRS*)
$0/$0/$0 On-Line/Office Visit/Specialist Visit Copay
$0/$0 Urgent Care/Emergency Room Copay
ABC Rx
Health Equity Account

Beginning January 1, 2025, employees who enroll in a H.S.A. eligible medical plan may select to have seventy percent (70%) of the IRS deductible minimums (currently one thousand six hundred dollars ($1,600) for self only and three thousand two hundred dollars ($3,200) for two (2) person and full family) deposited annually into their HEQ H.S.A. account no later than the first regularly scheduled payroll in January and thirty percent (30%) of the IRS deductible minimums for H.S.A. eligible medical plans deposited annually into their HEA H.S.A. account no later than the first regularly scheduled payroll in September and shall be included in the premium cost for the HSA eligible medical plan. The deductible level deposited shall be based upon the coverage level selected (i.e., Single or 2-Person/Family).

If the employee's actual IRS deductible minimums costs exceed the seventy percent (70%) amount deposited for January 1 through August 31, said employee shall submit a written request to the Human Resource Department Representative to have their H.S.A. account increased with the remaining thirty percent (30%) of the IRS deductible minimums no later than the first regularly scheduled payroll in the month following their request.

**In the event there are changes in the minimum HDHP deductible, then it shall be increased consistent with state and federal law.*

D. Option 4:

MESSA Balance+

$1,600/$3,200 In-Network Deductible
$25/$50 Office Visit/Specialist Visit Copay
$50/$2000 Urgent Care/Emergency Room Copay
20% Co-insurance
Balance+ Rx
Health Equity Account

Beginning January 1, 2025, employees who enroll in a H.S.A. eligible medical plan may select to have seventy percent (70%) of the IRS deductible minimums (currently one thousand six hundred dollars ($1,600) for self only and three thousand two hundred dollars ($3,200) for two (2) person and full family) deposited annually into their HEQ H.S.A. account no later than the first regularly scheduled payroll in January and thirty percent (30%) of the IRS deductible minimums for H.S.A. eligible medical plans deposited annually into their HEA H.S.A. account no later than the first regularly scheduled payroll in September and shall be included in the premium cost for the HSA eligible medical plan. The deductible level deposited shall be based upon the coverage level selected (i.e., Single or 2-Person/Family).

If the employee's actual IRS deductible minimums costs exceed the seventy percent (70%) amount deposited for January 1 through August 31, said employee shall submit a written request to the Human Resource Department Representative to have their H.S.A. account increased with the remaining thirty percent (30%) of the IRS deductible minimums no later than the first regularly scheduled payroll in the month following their request.

**In the event there are changes in the minimum HDHP deductible, then it shall be increased consistent with state and federal law.*

Section 5.03

Any option offered by MESSA will be available on an option basis at the expense of the employee.

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Section 5.04 Dental

The Board shall provide fully funded dental insurance options for a full twelve (12) month period through MESSA Dental Insurance Program. Options available are full family, single, or two person levels of benefits. The program coverage shall be:

- Diagnosis & Prevention = 100% (2 cleanings per year)
- Basic Services = 80% (X-Rays)
- Major Services = 80% (Annual Max = $1,500)
- Orthodontics = 80% (Lifetime Max = $1,500)

Section 5.05 Employee Vision Care

The Board shall provide fully funded vision insurance for a full twelve (12) month period through MESSA VSP 3 G. Options available are full family, single, or two person levels of benefits.

Section 5.06 Long-Term Disability Insurance

The Board shall provide fully funded long-term disability insurance. Benefits shall be paid at sixty percent (60%) of salary up to a maximum monthly income of $3,000 and a maximum monthly salary of $5,000 with a waiting period of 90 CDMF. Pre-existing conditions will be waived if possible, according to underwriting requirements. Alcoholism/drug abuse waiver and Mental/nervous disorders have a maximum of two (2) years benefits pay out. The Family Social Security Offset is included. Cost of living adjustment benefits are not included.

Section 5.07 Flexible Spending Account

A Flexible Spending Account will be available for employee contribution outlined by federal regulations.

ARTICLE VI

HOLIDAYS

For the life of this Agreement, employees shall receive eight (8) paid holidays for each school year. The eight **(**8) holidays shall be Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Years' Eve, New Years' Day, Good Friday, and Memorial Day.

Employees shall receive the day after Thanksgiving as a paid day, but not worked.

ARTICLE VII

PERSONAL LEAVE

Employees shall receive twelve (12) personal leave days per year (prorated if a full year is not worked). When possible, advance notice must be given. Personal leave days cannot be used the first or last day of the school year, the first workday before or after a holiday, or the first workday before or after vacations.
Personal leave days will be used **in** accordance with the Michigan Paid Medical Leave Act ("PMLA"), MCL 408.961 et seq., an eligible non-exempt (hourly) employee may use personal leave days for any of the following for the employee or family member:

1. Mental or physical illness, injury, or health condition, including related medical diagnosis, care, treatment, or preventative medical care.

2. For a victim of domestic violence or sexual assault, any related medical care or counseling; victim services or legal services; judicial proceedings, or relocation.

3. For closure of the employee's primary workplace by order of a public official; for an employee's need to care for a child whose school or place of care has been closed by order of a public official; or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease.

A family member includes:

- Biological, adopted, or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis.
- Biological parent, foster parent, stepparent, adoptive parent, or legal guardian of an employee.
- Spouse or individual to whom the employee is legally married under the laws of any state.
- Person who stood in loco parentis when the employee was a minor child.
- Grandparent
- Grandchild
- Biological, foster, and adopted siblings.

Personal leave days, if unused, will accumulate in the member's personal balance of days. Accumulated days shall be reported on the payroll forms and will be available in the office of the immediate supervisor. Upon request by the member (no later than June 1st annually), on an annual basis, up to five (5) allotted personal leave days that remain unused may be cashed into the District and paid out at the rate of fifty dollars **(**$50.00) per day at the end of the academic school year.

Upon the retirement/resignation of a member who has at least ten (10) years of Bay City Public Schools service, the member shall receive upon severance the following: One (1)

day's pay for each day of accumulated personal leave for the first ninety-six (96) days. One half (1/2) day's pay for each accumulated personal leave day beyond ninety-six (96) days up to one hundred twenty-five (125) days. Members hired after October 1, 2018, shall not be eligible for the retirement/resignation payout.

Dock days shall be requested through the Director of Human Resources & Employee Relations at least five (5) working days in advance. Members shall be granted no more than five (5) dock days every three (3) school years. Application shall be made, in writing, to the Director of Human Resources & Employee Relations. A maximum of one (1) Bargaining Unit Members district-wide will be granted dock days at the same time. These requests shall be honored in the order in which they are received in the office of the Director of Human Resources & Employee Relations.

Additional dock days beyond the five (5) dock days may be granted at the discretion of the Director of Human Resources & Employee Relations for:

A. Emergency circumstances beyond leaves provided in this Article,

B. Extraordinary opportunities

The decision of the Director of Human Resources & Employee Relations on the granting of the additional dock days beyond five (5) dock days shall be final and binding and not subject to the grievance procedure.

1. A maximum of three (3) days with pay will be given for a death in the immediate family: spouse, father, step-father, mother, step-mother, children, step-children, sister, step-sister, brother, step-brother, father-in-law, mother-in-law, grandchildren, step-grandchildren, grandparents and step-grandparents. The member must provide a copy of the obituary/funeral card to the Human Resources and Employee Relations department in verification of absence.

2. Jury Service - A member called for jury duty shall be compensated for the difference between the member's pay and the pay received for the performance of such obligation. The member must submit the appropriate documentation providing the pay received for jury duty to the Human Resources and Employee Relations department.

3. An unpaid leave of absence for a minimum of three (3) months and up to one (1) year shall be granted upon application to the Director of Human Resources and Employee Relations for any reason important to the Unit member except for employment outside the District. The employee shall return with all seniority and benefits enjoyed at the time the leave was granted. If the Unit member wishes an extension or desires to return to work, notice must be received, in writing, by the Director of Human Resources and Employee Relations at least thirty (30) calendar days prior to the termination date of the leave. Extensions may be granted at the discretion of the Director of Human Resources and Employee Relations and the decision is not subject to the grievance process.

ARTICLE VIII

PROTECTION OF BARGAINING UNIT MEMBERS

A. The District will give all reasonable support and assistance to members of the Unit with respect to an emergency situation.

B. Any case of assault upon a member of the Unit arising out of employment shall be promptly reported to the Principal or designated representative. The District shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

ARTICLE IX

HOURS OF WORK

C. The hours of work shall be determined by the Board of Education.

D. The Board of Education shall provide a half (1/2) hour lunch period during each scheduled six (6) hour block of time worked, to be scheduled by the supervisor.

1. The Board of Education shall provide a fifteen (15) minute paid break during each scheduled six (6) hour block of time worked, to be scheduled by the supervisor. Employees must remain on the site of their assignment during paid break time unless given permission by their immediate supervisor to leave the premises.

ARTICLE X

EMERGENCY DUTIES

Unless all other options for coverage are exhausted, a supervisor shall not ask Bargaining Unit members to assume the duties of a classroom teacher, or secretarial/ educational assistant or counselor.

ARTICLE XI

JOB POSTINGS

Vacancies

A. Whenever a Unit vacancy occurs it shall be posted for five (5) working days to members. Each Bargaining Unit member shall be notified electronically via District email of the vacancy. It is the responsibility of the members to maintain a current address and/or personal email address updated in the HRS/FIS.

B. The most senior Member who applies for a vacancy and has no discipline in their personnel file the previous forty-eight (48) months, has no discipline for unprofessional conduct, will be awarded the position. However, Administration shall have authority to involuntarily transfer a bargaining unit member for unsatisfactory performance. If after consideration above, the position is not filled internally, the position may be filled externally.

C. Unit Members moving from one (1) building to another within the same position classification and Bargaining Unit will retain their experience factor, seniority date, and their longevity date.

D. The Union shall be notified, whenever possible, of any new temporary Hall Monitor positions prior to being filled.

E. No temporary position may be established that will exceed ninety (90) working days unless the Union is not notified.

F. A newly hired employee or Unit Member who moves into a new position shall be provided with a minimum of one (1) hour of orientation prior to assuming independent responsibility of job, if said employee makes a request for it.

ARTICLE XII

EVALUATION OF STAFF

Staff will be evaluated on an annual basis prior to the end of the school year.

ARTICLE XIII

PROFESSIONAL DEVELOPMENT

Employees shall receive a minimum of two (2) mandatory days, and one (1) optional day, of professional development each school year on non-student days. Mandatory days shall be paid at the hourly rate. Optional days shall be paid at the hourly rate, if attended.

ARTICLE XIV

SENIORITY

A. New employees will be considered as probationary employees until they have worked for ninety (90) workdays. After completion of the ninety (90) workday period, the employee will be considered as a seniority employee and the employee's seniority will start as of the date of hire. Probationary employees may be discharged with or without cause or notice.

B. An up-to-date seniority list will be furnished to each Bargaining Unit member within thirty (30) days of January 1st of each year and will include each member's first and last name, classification, current building location, start date, and net service.

C. Seniority shall be broken for any of the following reasons:

1. If the employee quits.

2. If the employee is discharged and the discharge is not rescinded or modified.

3. If the employee retires or is retired.

4. If the employee is laid off for one (1) year or for one (1) day more than the employee had worked, whichever comes first.

   The employee's earned seniority will be restored in full after a period of two (2) years from the date of reinstatement or rehire to the bargaining unit.

5. If the employee is absent for three (3) consecutive working days without properly notifying the employer and/or having a reason acceptable to the employer.

D. Employees who leave the unit but remain with the District shall have their seniority in the unit frozen. In the event the employee returns to the unit, they will be credited with their previous seniority in the unit**.**

ARTICLE XV

LAYOFF AND RECALL

A. In the event that the Board in its sole discretion determines that layoff is necessary, such layoff shall be from classifications selected by the Board and in numbers determined by the Board subject to the terms and conditions specifically provided for in this Agreement. Upon written request from the Union, the Board will inform the Union as to the basis for the layoff and provide copies of the individual notices.

B. Employees whose positions have been eliminated due to the aforementioned reduction shall have the right to assume a position in their classification for which they are both qualified and have the ability to do the work, which is held by the least senior employee.

C. Employees shall be laid off by inverse seniority, provided that the remaining employees are capable of performing the work available regardless of classification.

D. Recall shall be in the reverse order of the layoff within the classification and shall be subject to the same conditions as the layoff.

E. Notices of recall shall be sent by registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date the employee is required to report to work. It is the responsibility of the employee to keep the Board notified as to their current address.

   1. A recalled employee shall be given five (5) calendar days, excluding Saturday, Sunday,Sunday, and holidays, to report to work.

   2. Employees recalled to a position involving the same or similar work for which they are qualified and have the ability to perform the work are obligated to take such work. An employee who declines recall shall forfeit their seniority rights and their employment shall be considered to be terminated.

ARTICLE XVI

TRANSFERS

A. Employees may be transferred on a temporary basis to cover absenteeism. In the event that management needs to transfer a unit member(s), on a temporary basis, for reasons other than absenteeism, the Union may request the basis for the transfer.

B. Employees may be reassigned (permanent transfer) based upon the needs of the District. The least senior member shall be involuntarily transferred. The needs of the District shall not be arbitrary and capricious.

ARTICLE XVII

RESIGNATION

A. Any Member of the Unit desiring to resign shall file a resignation form with the Director of Human Resources and Employee Relations at least ten (10) working days prior to the effective date.

B. A resignation may be withdrawn within forty-eight (48) hours of being filed with the Director of Human Resources and Employee Relations.

ARTICLE XVIII

GRIEVANCE PROCEDURE

A. A “grievance” is a claim that there has been a violation, misinterpretation, or inequitable application of the specific expressed term of the agreement. The Union and employees agree not to process a grievance in which the same or similar issue is being processed to the Michigan Employment Relations Commission, the Equal Employment Opportunity Commission, the Fair Employment Practices Commission or any other judicial or quasi-judicial body.

B. In the event that a member believes there is a basis for a grievance, they shall first discuss the alleged grievance with their building principal.

C. If, as a result of the informal discussion with the Building Principal and/or Supervisor or designee, a grievance still exists, they may invoke the formal Grievance Procedure through the Union on the designated form, signed by the grievant and a representative of the Union, which form shall be available from the Union Representative in each building. A copy of the grievance form shall be delivered to the Principal. If the grievance involves more than one (1) school building, it may be filed with the Superintendent, or a representative designated by him/her.

D. The grievance must be filed in writing within five (5) days of the alleged violation. The Principal shall then meet with the Union in an effort to resolve the grievance within

seven (7) days. The Principal shall indicate their disposition of the grievance in writing within seven (7) days of such meeting and shall furnish a copy thereof to the Union.

E. If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within seven (7) days of such meeting, the grievance may be transmitted to the Superintendent. Within seven (7) days, the Superintendent or their designee shall meet with the Union on the grievance and shall indicate their disposition of the grievance in writing within seven (7) days of such meeting and shall furnish a copy thereof to the Union.

(When "days" are used in paragraphs D. & E. above, it shall exclude Saturdays, Sundays, and holidays.)

E. If the Union is not satisfied with the disposition of the grievance by the Superintendent, or their designee, or if no disposition has been made within ten (10) calendar days of such meeting, the grievance may be submitted to arbitration within ten (10) calendar days of such answer or when such answer was to be given. When notice is sent to the American Arbitration Association, it must be simultaneously sent to the Superintendent.

G. The Arbitrator shall be selected by the parties from a list of fifteen (15) names furnished in accordance with the rules of the American Arbitration Association (AAA). Each party shall be permitted to strike the remaining arbitrator shall thereupon be accepted. Upon receipt of the list of fifteen (15) names, the parties will no later than ten (10) days after said receipt select an arbitrator as described above. In the event one (1) party refuses to participate in the selection process, the other party may submit its seven deletions from the list to AAA, and AAA will select the arbitrator from the remaining names. In the event of a refusal by either party to appear at the arbitration hearing, the Arbitrator shall have jurisdiction to proceed exparte and make an award.

1. Powers of the Arbitrator: It shall be the function of the Arbitrator and they shall be so empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific terms of this Agreement, and shall comply with the Michigan Uniform Arbitration Act, PA 371 of 2012.

    a. They shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

    b. They shall have no power to establish wage rates or to change any rate.

    c. They shall have no power to rule on the termination of service or failure to reemploy any probationary employee.

d. They shall have no power to change any policy or rule of the Board of Education, nor to substitute their judgment for that of the Board as to the reasonableness of any such policy, rule, or any action of the Board.

e. Their powers shall be limited to deciding whether the Board has violated the express article or sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

f. In rendering decisions, an Arbitrator shall give due regard to the responsibility of management and shall construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement. Decisions of the Arbitrator will be final and binding upon all parties.

g. In the event that a case is appealed to an Arbitrator on which they have no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

h. Only one (1) grievance may be submitted to an Arbitrator selected, unless by written mutual agreement of the parties. This paragraph does not prohibit the Arbitrator from ruling on the arbitrability of an issue and then the issue.

i. If a scheduled arbitration case is postponed on less than one (1) weeks' notice to the other party, the party requesting the postponement will pay any and all Arbitrator charges caused by the postponement.

j. The Union will give the Superintendent five (5) working days advance notice of employees it needs to be excused from work to attend the arbitration hearings.

k. Neither the Union nor the Employer shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

l. The Arbitrator may not grant a grievance which in effect grants the Union that which it attempted to bargain into the agreement but failed to do so.

m. The decision of the Arbitrator must be rendered in writing within thirty (30) calendar days of the closing of the hearing.

n. Both parties will give the other five (5) working days advance notice of who they intend to have as witnesses.

2. Fees and Expenses: The fees and expenses of the Arbitrator shall be borne equally by the School Board and the Union. All other expenses shall be borne by

the party incurring them, and neither party shall be responsible for the expense of its attendees and/or witnesses called by the other.

H. The time limits provided in this Article shall be strictly observed but may be extended only by written agreement of both parties.

ARTICLE XIX

NEGOTIATION PROCEDURES

A. The Director of Human Resources and Employee Relations and/or other members of School District Administration, as they deem appropriate, and the Chief Steward and their assistant Steward will meet twice a school year in a mutually agreed time, place, and date for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure nor are they active negotiations. Said meeting shall occur during school hours whenever possible and Unit members attending shall receive their regular rate of pay.

B. Any member of the Unit engaged during the workday in negotiation sessions, mutually scheduled by the parties, shall be released from their regular duties without loss of pay.

C. Neither party in any negotiation shall have control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, understanding that each side must take proposals to the appropriate parties for ratification.

D. There shall be two (2) signed copies of any final Agreement. One (1) copy of the agreement shall be retained by the Administration and one (1) shall be retained by the Union.

ARTICLE XX

DISCIPLINE

The Board agrees that no employee shall be discharged, suspended, reprimanded, or otherwise disciplined without just cause. The Board agrees that any adverse employment action asserted for reasons of discipline, for either misconduct or

performance deficiencies, shall apply corrective discipline that shall be subject to the grievance procedure set forth in this Agreement.

ARTICLE XXI

MISCELLANEOUS

Members who are requested, by Administration, to use their personal vehicles for job duties will be reimbursed the IRS designated rate for mileage upon completion of the District's In-District Mileage Reimbursement Form.

ARTICLE XXII

SCHOOL CLOSING

In the event the Superintendent declares a safety threat, all employees will follow the directives of the Superintendent or their designee or other lawful authority. Any challenges or complaints concerning the directives may be taken up later as a grievance. Should the instructional school calendar be extended due to closing of school during the school year, members will work on the rescheduled day(s) and be paid their regular rate of pay.

Bargaining unit members shall not be expected to report to work when schools are closed due to inclement weather or other factors outside of the District's control. Members shall be paid their regular rate of pay for the first six (6) school closures per year. Members have the ability to utilize a personal leave day, if requested and available, for an absence on a day when school is closed for inclement weather or other factors outside the control of the District during the school year.

ARTICLE XXIII

STRIKES AND RESPONSE

A. The Union and the Board recognize that strikes and other forms of work stoppage are contrary to law and public policy. The union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the School System. The Union, therefore, agrees that its officers and

representatives shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or any other interruptions of activities in the School System. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

B. The Board agrees not to engage in any form of lockout during the life of the Agreement.

ARTICLE XXIV

PRINTING OF THE AGREEMENT

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

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement constitutes the entire collective bargaining agreement and shall become effective as of July 1, 2024, and shall continue in full force and effect and be legally binding by the parties hereto until June 30, 2027.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 9th day of April 2024.

Hall Monitors/Safety & Security Specialist

Rhonda Kruch
_____
12A Executive Director
Hall Monitor/Safety & Security Specialist

KIMBERLY DUKARSKI
_____
Unit Representative
Hall Monitor/Safety & Security Specialist

Bay City Board of Education

Matthew Felau
_____
President

Cynthia K. Marchese
_____
Director of Human Resources &
Employee Relations

Document Ref: QQ6TW-9DEYU-UJXGQ-TZWJA

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Signed:	24 Apr 2024 17:47:32 UTC	
Recipient Verification:		IP address: 23.142.33.82
✔Email verified	24 Apr 2024 17:47:14 UTC	Location: Bay City, United States
Cynthia Marchese Email: marchesec@bcschools.net		
Sent:	24 Apr 2024 17:42:02 UTC	
Viewed:	29 Apr 2024 14:41:24 UTC	
Signed:	29 Apr 2024 14:41:41 UTC	
Recipient Verification:		IP address: 136.228.49.3
✔Email verified	29 Apr 2024 14:41:24 UTC	Location: Bay City, United States
KIMBERLY DUKARSKI Email: dukarskik@bcschools.net		
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Viewed:	25 Apr 2024 10:52:51 UTC	
Signed:	29 Apr 2024 15:00:19 UTC	
Recipient Verification:		IP address: 136.228.49.3
✔Email verified	25 Apr 2024 10:52:51 UTC	Location: Bay City, United States

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Matt Felan Email: felanm@bcschools.net		
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Recipient Verification:		IP address: 174.224.50.211
✔Email verified	29 Apr 2024 17:55:59 UTC	Location: Royal Oak, United States

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Letter of Agreement

between the

BAY CITY PUBLIC SCHOOLS

and the

BAY CITY HALL MONITOR/SAFETY & SECURITY SPECIALISTS

October 2, 2024

Both parties agree to the following language.

Section 5.02

The District will contribute one hundred percent (100%) of the hard cap limits (through PA 152) for medical premiums and maintain the medical benefit plan coverage year from January 1 through December 31. The Association may select other products annually for the duration of this contract.

Should the medical benefit premium cost fall under one hundred percent (100%) of the State hard cap rates, the District will pay the difference in premium cost and hard cap contribution to the employee through an HSA contribution no later than the first regularly scheduled payroll in January if enrolled in the HSA plan.

The annual Employer paid amounts shall adjust at the beginning of each MESSA plan year (January 1 through December 31), at one hundred percent (100%) of the maximum State Hard Cap permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act (PA 152).

Any premium, or deductible above the one hundred percent (100%) of Hard Cap will be the responsibility of the employee and will be contributed through payroll deduction in equal bi-weekly amounts from the employee's paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ if enrolled in an HSA plan. Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HSA, up to the maximum amounts allowed by Federal Law.

The Board shall have the right to recover any unpaid premiums by the member (in addition to any other remedies provided by law) by deducting the premium amount in arrears from any wages remaining to be paid to the employee. If remedies described are not available, the District reserves the right to terminate healthcare coverage of the member who is unable to make their portion of the premium current.

Beginning January 1, 2025, the Board shall provide complete health insurance protection for a full twelve-month period. Employees shall choose one (1) of the following medical plan options:

A. Option 1:

MESSA Choices II
$500/$1,000 In-Network Deductible
$20/$20/$20 On-Line/Office Visit/Specialist Visit Copay
$25/$50 Urgent Care/Emergency Room Copay
Saver Rx

B. Option 2:

MESSA Choices II
$500/$1,000 In-Network Deductible
$20/$20/$20 On-Line/Office Visit/Specialist Visit Copay
$25/$50 Urgent Care/Emergency Room Copay
10% Co-insurance
Saver Rx

C. *Option 3:*
MESSA ABC Plan 1
$1,600/$3,200 In-Network Deductible (set by IRS*)
$0/$0/$0 On-Line/Office Visit/Specialist Visit Copay
$0/$0 Urgent Care/Emergency Room Copay
ABC Rx
Health Equity Account

Beginning January 1, 2024, employees who enroll in a H.S.A. eligible medical plan may select to have seventy percent (70%) of the IRS deductible minimums (currently one thousand six hundred dollars ($1,600) for self only and three thousand two hundred dollars ($3,200) for two (2) person and full family) deposited annually into their HEQ H.S.A. account no later than the first regularly scheduled payroll in January and thirty percent (30%) of the IRS deductible minimums for H.S.A. eligible medical plans deposited annually into their HEA H.S.A. account no later than the first regularly scheduled payroll in September and shall be included in the premium cost for the ABC Plan. The deductible level deposited shall be based upon the coverage level selected (i.e., Single or 2-Person/Family).

If the employee's actual IRS deductible minimums costs exceed the seventy percent (70%) amount deposited for January 1 through August 31, said employee shall submit a written request to the Human Resource Department Representative to have their H.S.A. account increased with the remaining thirty percent (30%) of the IRS deductible minimums no later than the first regularly scheduled payroll in the month following their request.

**In the event there are changes in the minimum HDHP deductible, then it shall be increased consistent with state and federal law.*

D. Option 4:

MESSA Balance+

$1,600/$3,200 In-Network Deductible
$25/$50 Office Visit/Specialist Visit Copay
$50/$2000 Urgent Care/Emergency Room Copay
20% Co-insurance
Balance+ Rx
Health Equity Account

Beginning January 1, 2024, employees who enroll in a H.S.A. eligible medical plan may select to have seventy percent (70%) of the IRS deductible minimums (currently one thousand six hundred dollars ($1,600) for self only and three thousand two hundred dollars ($3,200) for two (2) person and full family) deposited annually into their HEQ H.S.A. account no later than the first regularly scheduled payroll in January and thirty percent (30%) of the IRS deductible minimums for H.S.A. eligible medical plans deposited annually into their HEA H.S.A. account no later than the first regularly scheduled payroll in September and shall be included in the premium cost for the ABC Plan. The deductible level deposited shall be based upon the coverage level selected (i.e., Single or 2-Person/Family).

If the employee's actual IRS deductible minimums costs exceed the seventy percent (70%) amount deposited for January 1 through August 31, said employee shall submit a written request to the Human Resource Department Representative to have their H.S.A. account increased with the remaining thirty percent (30%) of the IRS deductible minimums no later than the first regularly scheduled payroll in the month following their request.

**In the event there are changes in the minimum HDHP deductible, then it shall be increased consistent with state and federal law.*

E. Option 5:

MESSA ABC Plan 2

$2,000/$4,000 In-Network Deductible
$0/$0/$0 On-Line/Office Visit/Specialist Visit Copay
$0/$0 Urgent Care/Emergency Room Copay
0% Co-insurance
3 Tier Mail Rx
Health Equity Account

Beginning January 1, 2025, employees who enroll in ABC Plan 2 H.S.A. eligible medical plan may select to have seventy percent (70%) of the in-network deductible (two thousand dollars ($2,000) for self only and four thousand dollars ($4,000) for two (2) person and full family) deposited annually into their HEQ H.S.A. account no later than the first regularly scheduled payroll in January and thirty percent (30%) of the in-network deductible for H.S.A. eligible medical plans deposited annually into their HEA H.S.A. account no later than the first regularly scheduled payroll in September and shall be included in the premium cost for the ABC Plan 2. The deductible level deposited shall be based upon the coverage level selected (i.e., Single or 2-Person/Family).

If the employee's actual in-network deductible costs exceed the seventy percent (70%) amount deposited for January 1 through August 31, said employee shall submit a written request to the Human Resource Department Representative to have their H.S.A. account increased with the remaining thirty percent (30%) of the in-network deductible minimums no later than the first regularly scheduled payroll in the month following their request.

Cynthia K. Marchese

Bay City Public Schools

Date: 10 / 09 / 2024

KIMBERLY DUKARSKI

Bay City Hall Monitors (BCHM) (SASS)

Date: 10 / 10 / 2024

Signature Certificate

Reference number: AFUYM-IV5IA-GNIJR-9WEW2

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✔Email verified	09 Oct 2024 23:41:40 UTC	Location: Madison Heights, United States
KIMBERLY DUKARSKI Email: dukarskik@bcschools.net		
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Recipient Verification:		IP address: 136.228.49.3
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