MAINTENANCE PERSONNEL

AGREEMENT

between

THE BAY CITY BOARD OF EDUCATION

and

THE BAY CITY PUBLIC SCHOOLS MAINTENANCE PERSONNEL ASSOCIATION

Covering the Years

2025-2026

2026-2027

2027-2028

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AGREEMENT BETWEEN

THE BAY CITY BOARD OF EDUCATION

and

THE BAY CITY PUBLIC SCHOOLS

MAINTENANCE PERSONNEL ASSOCIATION

This Agreement effective the 1st day of July 2025 by and between the Board of Education of the City of Bay City, Michigan, hereafter called the "Board", and the Bay City Public Schools Maintenance Personnel Association of Bay City, Michigan, hereafter called the "Association".

WITNESSETH

WHEREAS, the Board has a statutory obligation pursuant to Act 336, Public Acts of Michigan for 1947 as amended by Act 379, Public Acts of Michigan for 1965 and as amended by later Acts, to bargain with the Association as the representative of its custodial and maintenance employees with respect to hours, wages, terms, and conditions of employment.

In consideration of the following mutual covenant, it is hereby agreed as follows:

For the purposes of this Collective Bargaining Agreement, all references to "days" shall be considered "workdays".

For the purposes of this Collective Bargaining Agreement, the Associate Superintendent of Human Resources and Employee Relations or designee, shall hereafter be referred to as the "HR Office" and the supervisor of the maintenance department shall hereafter be referred to as the "Superintendent or designee".

For the purposes of this Collective Bargaining Agreement, the Board and the Bay City Public Schools shall hereafter be referred to as the "District".

ARTICLE 1 RECOGNITION

Section 1.1

The District hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 336 Public Acts of Michigan for 1947 as amended by Act 379, Public Acts of Michigan for 1965 and as amended by later Acts, for all full-time and regular part-time custodians and maintenance employees, but excluding supervisory administrators, students in training or co-op students, temporary employees and all other personnel. The term "employee",

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when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the Bargaining Unit as defined.

Section 1.2 Scope of Contract

This contract covers all employees performing the duties and work in the unit.

Section 1.3

The District agrees not to negotiate with any organization representing custodial and maintenance employees other than the Association for the duration of this Agreement regarding subjects concerning employees in the bargaining unit.

Nothing in this Agreement shall prevent an individual employee from presenting a grievance and seeking resolution without the involvement of the Association, as long as the resolution aligns with the terms of this Agreement. However, the Association must be given the opportunity to attend the resolution process if requested.

Section 1.4

Nothing in this Agreement shall be interpreted to deny or limit any employee's rights under the Michigan General School Laws, other Michigan or U.S. Laws, or the Constitutions of Michigan and the United States. The rights provided to employees in this Agreement are in addition to any rights granted elsewhere.

ARTICLE 2 PAYROLL DEDUCTIONS

Section 2.1

Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, insurance programs or any other plans or programs jointly approved by the Association and the District, to the extent allowable by law.

ARTICLE 3 RIGHTS OF THE ASSOCIATION

Section 3.1

Pursuant to Act 336, of the Public Acts of Michigan for 1947 as amended by Act 379 of the Public Acts of Michigan for 1965 as amended by later Acts, the District hereby agrees that every employee of the District shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the cover of law of the State of Michigan, the District undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights

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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 their membership in the Association, their participation in the activities of the Association or collective negotiations with the District, or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Section 3.2

The District specifically recognizes the right of its employees to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such a public agency, or an arbitrator appointed pursuant to the provision of the Agreement.

Section 3.3

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

Section 3.4

The District agrees to furnish to the Association, in response to reasonable requests from time to time, available information concerning the financial resources of the District and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of its members together with information which may be necessary for the Association to process any grievance or complaints.

Section 3.5

It is agreed and recognized, however, that except for expenditures contained in any annual budget which are required by the terms of this Agreement, the authority to adopt all parts of the annual budget of the District resides exclusively with the District 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.

Section 3.6

Any employee engaged during the workday in any negotiation session or Labor Management Committee (LMC) meeting shall be released from their regular duties without loss of pay or benefits.

To the extent that work schedule adjustments are agreed to between the Association President and the Superintendent or designee, and to the extent that work schedule adjustments may be made without incurring a contractual, legal, or statutory requirement for overtime compensation, the Association President shall be permitted to adjust the workday and the workweek to conduct Association business when necessary. Other officers of the Association must receive prior

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approval from the Superintendent or designee before being released from their work assignment to conduct Association business during work hours.

ARTICLE 4 RIGHTS OF THE DISTRICT

Section 4.1

It is acknowledged by all parties that the District, on its own behalf and on behalf of its electors, retains and reserves all powers, rights, authority, duties, and responsibilities granted to it by the laws and Constitutions of the State of Michigan and the United States. Additionally, it is understood that the District's exercise of these powers, rights, authority, duties, and responsibilities, including the adoption of policies, rules, regulations, and practices, and the use of judgment and discretion, shall be limited only by the specific terms of this Agreement, and only to the extent those terms are in compliance with the Constitutions and laws of Michigan and the United States.

Section 4.2

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 this Association does not agree or acknowledge this provision as binding and reserves all rights to assert this clause is unenforceable.

ARTICLE 5 JOB CLASSIFICATION

Section 5.1

General employment criteria required of all employees:

1. Sufficient physical health to perform the essential functions of the position, with or without accommodations.
2. Professional appearance and cleanliness appropriate for their assignment.
3. The ability to comprehend simple directions.
4. Evidence of initiative, ingenuity, loyalty, and willingness to cooperate.
5. All exams or tests required by the employer shall be paid for by the District.
6. Successfully pass any test or exam and meet qualifications necessary for the position as defined in Article 24.

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Section 5.2

The Association and District shall negotiate wages for newly created positions or classifications, as well as for any existing positions where changes of more than fifty percent (50%) are applied to the current duties.

Section 5.3

The creation of jobs, their requirements, qualifications and descriptions are the right of the District. However, the District shall request Association input during the creation or modification of any job duties in an attempt to accurately outline the activities of a given position.

Section 5.4 Classifications

Classification 1	Custodian
Classification 2	Elementary Head Custodian/Other Building Head Custodian
Classification 3	Mail Run/Assigned Building
Classification 4	2nd Shift Head Custodian
	General Maintenance/General Maintenance-Weekend
Classification 5	High School/Middle School Head Custodian
Classification 6	Zone Leader/Building Support Specialist (Year 2 forward)

Rates of pay for these classifications shall be found in Appendix "A."

ARTICLE 6 COMPENSATION

Section 6.1

For the 2025-2026 school year, the salary schedule will reflect an increase on scale (reflective of the schedule listed in Appendix "A"). Employees will receive a full step, service recognition (longevity), and other additional salary increases as outlined throughout the CBA if eligible.

The salary schedule for the 2025-2026 school year will reflect a sixth step for Classifications 2 through 5. This step will become available for employees during the 2026-2027 school year.

For the 2026-2027 school year, there will be a wage reopener on or before June 30, 2026. The salary increase will be zero percent (0%) or higher. Employees will receive a full step, service recognition (longevity), and other additional salary increases as outlined throughout the CBA if eligible.

For the 2027-2028 school year, there will be a wage reopener on or before June 30, 2027. The salary increase will be zero percent (0%) or higher. Employees will receive a full step, service recognition (longevity), and other additional salary increases as outlined throughout the CBA if eligible.

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The wage reopeners for the 2026-2027 and 2027-2028 school years may be negotiated separately or together on or before June 30, 2026.

The rates of compensation of employees covered by this Agreement are set forth in Appendix "A" which is incorporated in this Agreement. The steps are restructured beginning with the 2025-2026 school year. Employees will be placed on the equivalent step or one (1) above if eligible. Employees will be paid bi-weekly in a 26-pay schedule. All staff is to be compensated through direct deposit.

Section 6.2

Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in one (1) week, whichever is greater, but not both. Time and one-half will be paid for all Saturdays. Double time will be paid for all Sundays and Holidays, with the exception of Weekend General Maintenance. The provision of time and one-half over eight (8) hours in any one (1) day or Saturdays or double time on Sundays or Holidays shall not be applicable in any week where the particular employee is absent by reason of an unexcused or unexplained absence.

Overtime payment will not be avoided by requiring an employee to start prior to their normal shift starting time and requiring them to leave before their normal shift quitting time.

Section 6.3

Premium pay will be paid for shifts and as outlined in Appendix "A". Mileage as outlined in Appendix "A" will be paid when your personal car is required during your regular shift. Shift premium shall be paid to employees who work overtime on another shift for which a premium is paid.

Section 6.4 Longevity

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

On the 10th through 14th year of service	4% of Base
On the 15th through 19th year of service	5% of Base
On the 20th through 24th year of service	8% of Base
On the 25th through 27th year of service	9% of Base
On the 28th year of service and thereafter	11% of Base

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A longevity date shall be set in the following manner. An employee hired between July 1 and January 31 of the fiscal year shall have a longevity date of July 1 of the fiscal year. An employee hired 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, 2015, will have a longevity date of July 1, 2014.

A person hired on March 15, 2015, will have a longevity date of July 1, 2015.

To find the year of service that longevity will begin, add one (1) less than your years of service to the District to the longevity date year. July 1st of that year will be the date when the longevity begins as per example.

Example:

To find the tenth year of service, add nine (9) to the longevity date year. July 1st of that year will be the date when four percent (4%) longevity begins.

10th Year:

Longevity Date: July 1, 2015 + 9 = July 1, 2024

Longevity Payment = Four percent (4%) will begin on July 1, 2024

Section 6.5

Paid Holidays shall be:

- Fourth of July,
- Labor Day,
- Thanksgiving Day,
- Christmas Day,
- New Year's Day,
- If Christmas and New Year's Day fall on Saturday, the Friday prior shall be the holiday or on a Sunday, the Monday shall be the holiday,
- Memorial Day.

Paid non-workdays:

- Good Friday,
- Day after Thanksgiving,
- The day before or after Christmas Day and New Year's Day as follows:

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If Christmas Day and New Year's Day fall on:

- Sunday, the Tuesday after Christmas and Friday before New Year's Day,
- Monday, the Tuesday after Christmas and Friday before New Year's Day,
- Tuesday, the Monday prior,
- Wednesday, the Tuesday prior,
- Thursday, the Friday following,
- Friday, the Thursday prior, and if on
- Saturday, the Thursday prior.

A weekend employee will coordinate their paid non-workday schedule with the Superintendent or designee to ensure coverage and receipt of the benefit.

Section 6.6

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

Section 6.7

New employees hired on or before January 31st will be eligible for any salary increase the following July 1st as defined in Section 6.1 and Appendix "A".

Section 6.8

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

Section 6.9

Employees employed in another position outside the Association in the District shall have their seniority frozen as of the date of the transfer until their return. Their original longevity date will remain with them during their employment with the District.

ARTICLE 7 HOURS OF WORK

Section 7.1 Work Week and Workday

1. **Regular Work Schedule:** The work week of employees shall be a forty (40) hour week based upon five (5) consecutive days per week of eight (8) hours per day, Monday through Friday. A "day" shall be from 12:00 midnight to 11:59 p.m. The shift order shall be third, first, second. The normal work week for third shift custodians in high schools, only if utilized, will have their Monday begin at their regular starting time on Sunday night and their Friday workday will end at their regular quitting time on Friday morning. The normal

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work week for Weekend General Maintenance will be Wednesday, Thursday, Friday, Saturday, and Sunday, with Monday their Saturday and Tuesday their Sunday.

2. **Summer Break and Spring Break Work Schedule:** Employees shall have the option of flexing their forty (40) hour week based upon five (5) consecutive days per week of eight (8) hours per day, Monday through Friday, to a forty (40) hour week based upon four (4) consecutive days per week of ten (10) hours per day, Monday through Thursday, subject to the approval by the Superintendent or designee. Should this occur, employee absences may be covered by seasonal temporary employees or substitutes.

   Weekend employees' flex week will be Thursday through Sunday.

   The seasonal adjustment period shall be as follows:

   a. Spring Recess
      i. The seasonal/regular week schedule for the week of the spring recess will be submitted to the Superintendent or designee no less than two (2) Mondays prior to the spring recess.
   b. The first Monday after the last student session day through the Friday prior to the first Monday of August, not including the Fourth of July holiday week.
      i. The seasonal/regular week schedule for the summer period will be submitted to the Superintendent or designee when the vacation schedules are submitted for the respective summer (on or before May 15).
   c. Start time for first shift employees shall be no earlier than 5:00 a.m.
   d. The accounting procedure for each set of absences during this seasonal adjusted week period will be as follows:

i.	Four (4) hours or less	0.5 day
ii.	More than four (4) hours but eight (8) hours or less	1.0 day
iii.	One (1) ten (10) hour day	1.25 days

   e. The selection of the seasonal adjusted week or regular week shall remain the same during the flex time period. Any deviation must be granted prior approval by the Superintendent or designee.
   f. When school is not in session, the starting and ending times may be adjusted by the District to ensure coverage of evening and night events.
   g. Employees in elementary buildings without regularly scheduled activities during the seasonal adjusted period, and those in buildings with one (1) employee, shall have the option of selecting a seasonal adjusted schedule.
   h. In high school and intermediate buildings, elementary buildings with regularly scheduled activities during the seasonal adjusted time period, or departments with two (2) or more employees, the employees shall select a week schedule which will ensure that the building or department will be staffed from Monday through Friday, excluding days off such as vacation, sick days, etc.

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i. In high school and intermediate buildings, the Head Custodian shall have first choice to select their schedule. If the Head Custodian selects a seasonal adjusted schedule, the second shift Head Custodian shall select the regular five (5) day, eight (8) hours per day forty (40) hour week or the seasonal adjusted schedule not selected by the Head Custodian. The other employees should attempt to select their preferred week schedule in a cooperative manner and still ensure employee coverage within their respective position categories from Monday through Friday. In the event such agreement cannot be reached, employees, by seniority and within their respective position categories, shall select their week schedule. Such selections shall maintain staff coverage from Monday through Friday.

3. Employees shall be entitled to a one-half (1/2) hour lunch period. The one-half (1/2) hour lunch period shall be duty free, except in emergencies. Employees shall be entitled to two (2) fifteen (15) minute duty free breaks, one (1) before and one (1) after the lunch period. Said fifteen (15) minute breaks shall not be used in conjunction with the lunch period unless approved by the Superintendent or designee. Employees shall not be permitted to leave the worksite during the employee's fifteen (15) minute breaks.

Section 7.2 Shifts

1. Any shift that regularly begins on or after 5:00 a.m., but before 12:00 noon, shall be described as the first shift.
2. Any shift that regularly begins on or after 12:00 noon, 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 shall be limited to high schools and Handy Middle School.
4. Split shifts shall be limited. Split shifts will be formed only when by mutual agreement the work on the regular shift cannot be finished without overtime pay. An eight (8) hour work schedule shall be completed in ten (10) hours.
5. All employees working in the District on other than first shift may be rescheduled to first shift when school is not in session. There shall be no premium rate of pay if the different shifts are worked within a twenty-four (24) hour period on the basis of rescheduling.
6. Upgrading, areas of work, workload, starting and quitting time within a shift and permanent shift assignment may be changed with the consent of the employee and a member of the Association Committee. If there is a difference of opinion a meeting will be arranged between the Association and the Superintendent or designee to discuss the necessity and reasonableness of said changes.

   The normal starting/quitting times of a shift may be adjusted with the agreement of the Superintendent or designee and the affected employee. The normal starting/quitting

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times are defined as the times established by the District at the beginning of each School Year. Any time adjustments requested by the Superintendent or designee shall be for a regular basis over a period of time. Incidental or occasional community or school functions, meetings, and rentals shall be governed by Section 7.7.

7. Accretion to a position occurs when additional duties or responsibilities are added to a position, but the character of the job remains essentially the same. The job may be upgraded and paid at a higher rate without the position being rebid.

Section 7.25 Replacement Procedures (Five (5) or more day vacancy)

Buildings and Grounds Department Staff Replacement Procedures (Five (5) or more day vacancy)

Zone Leader

1. Offer to most senior to least senior General Maintenance in the zone
2. Offer to most senior to least senior General Maintenance in other zones
3. Offer to most senior to least senior Class II in the zone

Building Support Specialist

1. Offer to most senior to least senior person who has qualified for the position or do not fill based on duration of absence and workload.

Building Engineer (Handy, Central and Western)

1. Offer to Second Shift Building Engineer
2. Offer to most senior to least senior General Maintenance in the zone
3. Offer to most senior to least senior Class II in the zone
4. Offer to most senior to least senior General Maintenance in other zones
5. Offer to most senior to least senior Class II in the District

Building Engineer—Second Shift (Handy, Central and Western)

1. Offer to most senior to least senior Class I in the building
2. Offer to most senior to least senior Class II in the zone
3. Offer to most senior to least senior Class I in the zone

Building Engineer (Elementary and other buildings)

1. Offer to most senior to least senior Class I in the building
2. Offer to most senior to least senior Class I in the zone
3. Offer to most senior to least senior Class I in the District

Zone General Maintenance

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1. Offer to most senior to least senior Class II in the zone
2. Offer to most senior to least senior Class I in the zone
3. Offer to most senior to least senior Class II in the District
4. Offer to most senior to least senior Class I in the District

Class I

1. Cover internally

Second shift employees called in to replace an employee on first shift shall retain their shift premium.

Section 7.3 Overtime

Both parties recognize that some overtime will be required to serve the needs of the District. Therefore, when an employee is contacted or notified that overtime is required, said employee must work the overtime assignment when no other employee is available and/or qualified.

1. As a point of clarification, the parties agree that overtime for duties performed during the normal work week at a building facility and grounds by the building's employees shall be offered by position and building prior to being offered to the Maintenance Department employees or to those on the system-wide overtime list.
2. Overtime boards will be posted and maintained weekly in all buildings or departments according to mutually accepted rules as set forth below:
    a. The District retains the right to schedule and require employees to work overtime. The determination of the need for overtime rests with management, except as restricted in this Agreement.
        i. When admission to an event is charged and the building custodial/maintenance staff cannot perform the custodial work during their regular shifts, the overtime provisions of the Master Agreement shall be applicable.
    b. Employees shall be notified twenty-four (24) hours in advance, when possible, as to overtime work requirements.
    c. Overtime shall be offered to employees by management on an equitable basis by position and building. Overtime hours must be offered to the person with the least total hours on their respective boards. Building overtime schedules may vary, building to building or position to position.
    When the commencement or completion of an assignment (continuation of job) requires two (2) or less hours before or after a shift, the employee(s) assigned the job shall be offered the option of performing the assignment on overtime.

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i. No additional shift premium shall be paid to the said employees for the two (2) or less overtime hours worked to perform the assignment. However, any shift premium paid to the employees on their regular shift shall continue to be paid.
ii. If the said employee(s) refuses the overtime, they shall be charged on the overtime board for the number of hour(s) involved.
iii. If the said employee(s) do not wish to work overtime on continuation of job, they shall, on an annual basis (July 1 through June 30), notify their supervisor of such in writing.
iv. When no other employee is available/or qualified, said employee(s) must work the continuation of job overtime.

d. The District shall be responsible for maintaining the overtime board for the individual buildings and the Maintenance Department.
e. The Superintendent or designee shall approve all overtime for all custodial services of the District.
f. Employees may be excused from working overtime at the discretion of the Superintendent or designee. When excused, the employees shall be charged on the overtime board for the number of hours involved in that request.
g. Any person on sick leave shall not be considered for overtime until their next scheduled normal workday and shall be charged with overtime offered. In the event an employee is absent because of vacation, the employee shall inform the Superintendent or designee, in writing, before the employee departs on their last day prior to vacation, if the employee will be available for overtime. If the employee does not provide such written notification or is not available for overtime, the employee shall be charged with overtime offered on the overtime board.
h. New or transferred employees will be given the average of the number of hours for the employees on the board in their classification.
i. The overtime board will reset to zero (0) annually on July 1st, based on seniority.

3. Eligible employees who want system-wide overtime work will file a request annually, in writing, with the Superintendent or designee on or before July 1st. New names will be added to this list upon request. Names of employees who consistently refuse overtime assignments will be removed from the list. A monthly report of overtime assignments on the list will be furnished to the Association at the regular monthly meeting.

Section 7.35 Overtime Procedures

There will be one (1) custodial board and one (1) general maintenance board kept at each building. The custodial board will contain both custodial and general maintenance employees

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while the general maintenance board will contain only general maintenance employees. The lowest accumulative hour ranking employee will be up for the event unless they turn it down. If that employee turns down overtime, then it will be charged to the overtime board and move to the next person in line with lowest accumulative hours. If an employee is to work an overtime even consisting of four (4) or more hours and works a shift extension within seventy-two (72) hours prior and puts them above to where they aren't the lowest accumulated in hours, the hours will be logged on the overtime board and they are still eligible to work that event.

Only paid events get charged to the general maintenance board.

Maintenance Setup/Event Overtime (Class 4, 5, and 6)	**Custodian/Maintenance** (Class 1, 4, 5, and 6)
Handy: 1. Reflect hours on Handy Board a. (2 people—Lowest>Highest) 2. Central Zone 3. Western Zone	Handy: 1. Reflect hours on Handy Board a. (Lowest>Highest) 2. Central Zone 3. Western Zone
Central: 1. Reflect hours on Central Board a. (Lowest>Highest) 2. Handy 3. Western Zone	Central: 1. Reflect hours on Central Board a. (Lowest>Highest) 2. Handy 3. Western Zone
Western: 1. Reflect hours on Western Board a. (Lowest >Highest) 2. Central Zone 3. Handy	Western: 1. Reflect hours on Western Board a. (Lowest >Highest) 2. Central Zone 3. Handy

Maintenance/Setup/Event/Custodial Overtime (Elementary and other buildings)

First Priority Group

- Building Engineer
- Building Custodial Staff

Second Priority Group

- Zone Leader
- Zone General Maintenance Staff

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Third Priority Group

- Other Zone General Maintenance

Fourth Priority Group

- District Custodial Staff

Stadium Cleanup (Central and Western)

- Two (2) positions from Maintenance/Setup/Event Overtime Board
- Three (3) positions from Custodial Building Overtime Board
- Total of five (5) positions for Stadium cleanup

Notes:

1. Each elementary school will maintain an overtime board. Following positions will be assigned to the building overtime board.
    a. Maintenance/Setup/Event/Custodial Overtime Board
    b. Building Engineer
    c. Building Custodial Staff
2. Handy Middle School, Western High/Middle School and Central High School will maintain two (2) overtime boards; one (1) for maintenance, setup, and event coverage and one (1) for custodial coverage.
3. For all hours worked or refused, individuals will be charged ONLY on the overtime board on which they are listed regardless of the assignment.
4. Overtime assignments that are greater than six (6) hours may be divided equally and offered to multiple individuals following the overtime procedures outlined. Decisions to divide an overtime assignment will be based on the evaluation of the assignment and workload.
5. Snow removal at entrances and sidewalks are the primary responsibility of the Building Engineer. Any additional assistance at Handy Middle School, Western High/Middle School and Central High School that is needed should be offered to the second shift Building Engineer and the building custodial staff following the overtime procedures outlined and contract language. Additional assistance at other buildings will be provided by the zone general maintenance staff.
6. If an individual indicates they wish to be contacted for overtime while on vacation, they will be offered the opportunity to work/refuse the overtime.
7. If an individual indicates that while on vacation, they do not wish to be contacted for overtime or if an individual is ill or unavailable to work for other reasons, they will be changed with a refusal if they are eligible to work overtime.

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Section 7.4 Holiday Check Responsibility

1. Heating and cooling equipment is functioning properly.
2. Glass replaced.
3. Pool is safely operating.
4. Building is secure and void of vandalism.
5. Plumbing system is operating effectively and there are no leaks, clog, or drips.

Section 7.5 Call-In Pay

An employee called in for work before or after completing an eight (8) hour day or a forty (40) hour week, shall be allowed a minimum of four (4) hours at the overtime rate for their classification unless called within two (2) hours of their normal starting time. An employee called in for the purpose of checking the building due to emergency alarms shall be allowed two (2) hours of overtime. Additional hour attached to a shift shall not be construed to be a call-in. If a "call-in" occurs on days subject to different pay rates (e.g., time and one-half or double time) the appropriate daily rate will be paid.

Section 7.6 Notification

Whenever possible, employees shall be notified of overtime work at least forty-eight (48) hours in advance.

Section 7.7 Need of Custodial/Maintenance Employee

A custodial/maintenance employee shall be on duty for after school and evening events which require custodial/maintenance services to have the facility in proper order for the next school session. Examples of events which require the custodial/maintenance presence are community or school functions, meetings and rentals. The principal may approve meetings supervised by staff members without the custodial/maintenance services.

ARTICLE 8 SENIORITY

Section 8.1

Seniority of employees shall be determined in the following manner:

Section 8.2

The following shall be the only non-bargaining employees who may be hired to perform bargaining work.

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1. Seasonal temporary employees are non-bargaining employees hired by the District for holiday and summer work. Seasonal temporary employees shall be hired from the second Monday in April through the third Friday in September.
   The following clarifies which type of equipment can and cannot be operated by seasonal temporary employees. Seasonal temporary employees:
   a. May drive pick-up trucks.
   b. May operate tractors, only when an employee is assigned to the immediate area. Employees shall have priority assignment to operating tractors over seasonal temporary employees; and
   c. Seasonal temporary employees shall not operate heavy equipment such as, but not limited to, dump trucks and loaders.
2. District General Maintenance employees may substitute for any other employee if no substitute is available.
   a. If a second shift custodian is available in the building, the second shift custodian may substitute for an absent head day custodian; and
   b. Reassignment of employees on the same shift in the same building may occur to allow a substitute to substitute in a Classification 1 position.
   c. In the event the employee in numbers 1 and 2 above substitutes in the position for five (5) or more consecutive days, they would receive the rate of said position if the rate of the said position is higher. The higher rate of pay shall be retroactive to the first day of substituting.

Section 8.3

Part-time employees are those employees working on a regular basis, but less than thirty (30) hours per week. They are members of the bargaining unit, but a separate seniority list shall be maintained. Contractual benefits shall be pro-rated.

Section 8.4

All new employees will be considered probationary employees until they have completed ninety (90) days of attendance at work. During this period, management has the sole discretion to transfer, lay off, or terminate the employee. On the ninety-first (91st) workday, the employee will be added to the seniority list, with seniority accruing from that date.

Seniority tie breakers for employees with duplicate seniority will be determined by their birthdates. The employee born earlier in the year will be placed first on the seniority list (e.g., a birthdate in April is ahead of a birthdate in July).

Section 8.5

Seniority will only be lost for the following reasons:

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1. Employee quits.
2. Employee is discharged for just cause.
3. Laid-off employee is not re-employed within an amount of time equal to their seniority or within two and one-half (2.5) years, whichever is longer.
4. Employee fails to report for work for two (2) consecutive days without notifying their supervisor by the end of the second day. At that time, the employee must provide a reasonable excuse for the absence, along with plans for returning and the excuse will be subject to later verification by the District.

Section 8.6

Up-to-date seniority lists shall be provided twice a year (July 1 and January 1).

Section 8.7

An employee's seniority shall be frozen as of employment in another position outside the Association, but within the District and according to Article 11.1 and 11.9 of this Master Agreement.

ARTICLE 9 VACATIONS

Section 9.1

All employees with less than one (1) year of service prior to June 30, shall receive ten (10) days paid vacation, which shall be prorated based on actual days worked, at their regular hourly or weekly rate of pay, exclusive of overtime and shift differential.

Section 9.2

All employees with one (1) year or more of service on June 30 shall receive thirteen (13) workdays paid vacation at their regular hourly or weekly rate of pay and shift differential, exclusive of overtime.

Section 9.3

All employees with two (2) years or more of service on June 30 shall receive sixteen (16) workdays paid vacation at their regular hourly or weekly rate of pay and shift differential, exclusive of overtime.

Beginning with the third full year of service, each employee shall receive one (1) additional vacation day per year until they have twenty-five days of vacation paid at their regular hourly or weekly rate and shift differential, exclusive of overtime.

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Section 9.4

Employees shall be permitted to choose either a split or continuous vacation. Whenever possible, the employee shall have the right to choose the time of their vacation. If there are more requests for a certain period than can be allowed, senior employees shall have preference on a rotation basis. It is the intent that most vacations will be taken during the summer months. It is the intent of the Superintendent or designee to approve vacation requests, whenever possible. Approval of vacation time will provide a maximum of twenty percent (20%) of the workforce per day due to vacation requests. The twenty percent (20%) of the workforce maximum shall not apply when school is not in session (with the exception of inclement weather/school closure days).

Written requests on approved forms for vacations shall be submitted to Office of the Superintendent or designee as soon as possible but no later than two (2) working days prior to the date(s) requested. Employees will be notified, in writing, of approval/non-approval within two (2) working days of request. Reason for non-approval of all requested vacation time will be a part of the notification. On days when students are not in session, the two (2) working days requirement shall be reduced to one (1) working day.

Section 9.5

Each employee who leaves of their own accord shall be entitled to take their unused prorated vacation pay. The unused prorated vacation days shall also be considered as a death benefit. This right shall not apply to an employee discharged for cause.

Section 9.6

Vacations are not accumulative and must be taken during the fiscal year in which they are granted, unless impossible because of the requirements of workload or as allowed in Section 9.7.

Employees hired before January 1, 2020, may bank up to ten (10) days annually of unused vacation days for the pay out of the severance calculation up to a maximum of thirty (30) days. Said days shall be calculated at an amount based upon the employee's base hourly rate of pay at the time of retirement.

Section 9.7

Vacations shall be considered as a matter of right and if canceled because of work necessity or a serious illness (as defined by FMLA) which prevents the employee from using a scheduled vacation, every effort shall be made to reschedule said time. If the canceled vacation period cannot be rescheduled, or for scheduled vacations between May 15th and June 30th that are canceled because of the reasons listed above, the employee shall be eligible for carry-over.

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Employees shall be eligible to carry-over five (5) vacation day to the following fiscal year, to be used during July, through written request to the Superintendent or designee prior to June 30th.

Section 9.8

The full annual accrual of vacation days due an employee will be available for use on July 1st of the fiscal year credited. Should an employee terminate employment during that fiscal year, the number of days they are due will be pro-rated based on the number of days worked in that fiscal year. If an employee has used more days than the pro-rated amount, the employee will be expected to repay the District for the value of any days used in excess of the pro-rated amount.

ARTICLE 10 EARNED SICK TIME AND SICK LEAVE BANK

Section 10.1

Leaves of absence with pay chargeable against earned sick time shall be applied for, in writing, on forms provided by the HR Office.

1. Use of Earned Sick Time:
    a. Employees may use any of their accrued earned sick time in half (1/2) day increments.
    b. Notice of the need to take earned sick time off shall be given to the employee's immediate supervisor within the three (3) workdays prior to using earned sick time, if known; or as soon as the earned sick time need is foreseeable known.
    c. Earned sick time shall be allowed for the following purposes:
        i. The employee's own mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or for preventative medical care for the employee.
        ii. For the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or for preventative medical care for a family member of the employee.
        iii. Situations where the employee or a family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or result from the domestic violence or sexual assault.

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iv. For a meeting at a child's school or place of care related to the child's health or disability or the effects of domestic violence or sexual assault on the child.

v. For the closure of an employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of an official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's, or employee's family member's, presence in the community would jeopardize the health of others because of the member's or family member's exposure to a communicable disease.

d. "Family member" as used in this Article, shall include:

i. A biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner or a child to whom the employee stands in loco parentis.

ii. A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.

iii. A person to who the employee is legally married under the laws of any state or a domestic partner.

iv. A grandparent.

v. A grandchild.

vi. A biological, foster or adopted sibling.

vii. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

e. Any employee who utilizes earned sick time shall not be required to search for or secure a replacement worker as a condition for using earned sick time.

2. Earned Sick Time Usage Exceeding Three (3) Consecutive Days:

a. An employer may require an employee who has used more than three (3) consecutive days of earned sick time to provide reasonable documentation that the earned sick time has been used for an appropriate purpose. Upon request, the employee must provide documentation in a timely manner. Documentation signed by a health care professional indicating that earned sick time is necessary is considered reasonable documentation.

b. In cases of domestic violence or sexual assault, one (1) of the following types of documentation selected by the employee is considered reasonable documentation:

i. A police report indicating that the employee's or the employee's family member was a victim of domestic violence or sexual assault.

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ii. A signed statement from a victim and witness advocate affirming that the employee or a family member is receiving services from a victim services organization.
iii. A court document indicating that the employee or family member is involved in legal action related to domestic violence or sexual assault.

c. The employer must not require that the documentation explain the nature of the illness or the details of the violence. If the employer decides to require documentation for earned sick time, the employer must pay for all out-of-pocket expenses the employee incurs in obtaining the documentation.
d. An employer shall not require disclosure of details relating to domestic violence, sexual assault, or the details of an employee's, or an employee's family member's, medical conditions as a condition of providing earned sick time. If an employer possesses health information or information pertaining to domestic violence or sexual assault about an employee or an employee's family member, the employer must treat that information as confidential and not disclose that information except with the permission of the affected employee.

Section 10.2

Seven (7) days of earned sick time will be granted on July 1st and at the start of second semester. Earned sick time shall accumulate and will be available to the employee on the District's digital platform.

Earned sick time shall be used in either half-day or full-day increments. An employee must work at least a half-day (4 hours) in order to only be charged a half-day for their absence.

Section 10.3

Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law, shall receive from the District the difference between the allowance under the Workers' Compensation Law and their regular salary for the duration of the illness and the difference shall be charged against earned sick time until earned sick time/Sick Leave Bank benefits are exhausted. If the employee is still disabled by compensable injury or disease, they will continue receiving Workers' Compensation insurance for the duration of the disability. Not to exceed normal earnings. FMLA shall run concurrently with Workers' Compensation.

Section 10.4 Sick Leave Bank

The purpose of the Sick Leave Bank is to protect an employee from loss of wages because of extended personal illness (ten (10) or more calendar days), injury, or incapacitation. Sick Leave Bank cannot be utilized to care for family members or for non-urgent or elective medical

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procedures. The following Sick Leave Bank was established for the BCESP and BCPSMPA. Each employee covered by this Agreement, shall participate as follows:

1. In order to establish a Sick Leave Bank for the BCESP and BCPSMPA Units:
    a. On July 1, 2025, the District will donate four hundred (400) earned sick time days.
    b. From July 1, 2025, until the start of the second semester in January 2026, each employee will contribute one (1) day of their earned sick time. The District will donate one (1) day for each employee on July 1, 2025, or when hired. Each employee will be responsible for their one (1) day on July 1, 2025, or when hired.
    c. Beginning in the second semester of the 25-26 school year, new employees shall contribute one (1) earned sick time day to the Bank from their first earned sick time allowance.
2. When the Sick Leave Bank falls below four hundred (400) days, the District shall assess each employee the number of days of their earned sick time necessary to increase the Sick Leave Bank days to a minimum of five hundred (500) days. The number of earned sick time days assessed to each employee shall be the same.
3. Additions to the Bank may be made as required July 1st and at the beginning of second semester according to the limitations in two (2) above.
4. Upon depletion of an employee's own accumulated earned sick time, they may have to wait until the next Sick Bank approval before drawing from the Bank. Workdays in this period shall be paid retroactively when approval has been authorized by the District except as restricted by number sixteen (16) below.
5. Any employee requiring additional earned sick time may apply to participate in the Sick Leave Bank by filing an application in the HR Office. Employees must complete applications accurately and completely. Failure to provide requested medical information to the HR Office will result in a denial of participation in the Sick Leave Bank.
6. If an employee disagrees with a decision of the District, they may reapply to the Sick Leave Bank. This reapplication must be based upon new and relevant information that has become available. The decision of the District, in consultation with a representative from both the BCESP and BCPSMPA, will be final.
7. A maximum of sixty (60) workdays may be approved per incident from the Bank.
8. Insurance benefits will continue while the employee is participating in the Sick Leave Bank.
9. The District will require an employee to apply for long-term disability (LTD) benefits as soon as they qualify. Sick Bank Leave coverage will discontinue once LTD coverage begins.
10. Persons withdrawing earned sick time workdays from the Bank will not have to replace these days except as a regular contributing member to the Bank.
11. If it appears that an individual is abusing the above policy, the District may direct the individual to be examined by a doctor of the District's choosing.

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12. In joint consultation with a representative from both the BCESP and BCPSMPA, the District may approve or suspend Sick Leave Bank workdays. The decision will be discussed with representation from the BCESP and BCPSMPA and determined with mutual agreement. The decision will be final.
13. In joint consultation with a representative from both BCESP and BCPSMPA, Sick Leave Bank days will be approved by the District. A consultation meeting will be scheduled as needed, on the third Thursday of the month during the school year. When it is not possible to conduct the meeting on the third Thursday, the District will have the discretion to schedule an alternate date. The consultation meeting may be conducted by email.
14. No employee will be credited with earned sick time while drawing from the Sick Leave Bank until they have reported back to work. Upon returning to work, they will not contribute sick time for the current semester, nor will their earned sick time be pro-rated.
15. A monthly report of the Sick Leave Bank will be created by the HR Office, including a statement of the number of days granted from the Bank and the number of days remaining in the Bank. This report will be sent to both the BCESP and BCPSMPS representatives.
16. Any employee who does not have twenty (20) or more accumulated earned sick time days at the beginning of their illness, injury, or incapacitation shall not be eligible to receive earned sick time workdays from the Bank for five (5) working days.

    Holiday pay and paid non-workdays shall be paid if such days fall within the said five (5) working days without pay. However, the employee shall still be subject to five (5) working days without pay.

    Any employee who is ineligible for the said five (5) workdays shall still be eligible for the sixty (60) workdays maximum in number eight (8) above.

Section 10.6 Sick Leave Bank/Leave Application Procedures

Application materials are available from the HR Office. Once completed, applications must be submitted to the HR Office.

Required Documentation:

- FMLA Application Form
- Sick Bank Leave Application Form
- Medical Information Release Form
- Medical/Surgical Information Form

Incomplete or improperly completed forms will result in automatic denial of the application.

It is the employee's responsibility to provide all necessary and updated medical documentation. This includes any additional medical information relevant to the leave request. Updates should

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be submitted directly to the HR Office for review. Only the information provided will be considered.

Required documentation includes, but is not limited to:

- Extension of Medical Leave Form (must include current date)
- Description of medical condition and treatment plan
- Detailed explanation of any work restrictions or limitations
- Estimated return-to-work date

If work restrictions exist, the treating physician must complete the appropriate form provided in the Sick Leave Bank application packet, outlining the nature of the restrictions and any accommodations required for the employee's return to work.

Employees who disagree with the denial of their Sick Leave Bank application may reapply. The reapplication must include the original forms that were incomplete or led to denial, properly completed, or new and relevant medical information not previously submitted.

All Sick Leave Bank applications will be reviewed within five (5) working days of submission.

ACTICLE 11 LEAVE OF ABSENCE

Section 11.1

Any employee whose personal illness extends beyond the period compensated under Article 10 shall be granted a leave of absence for a maximum of three (3) years without pay. Said employee's position shall be posted as a vacant position at the next bid meeting. Upon ability to return to work, said employee shall receive the prevailing rate of pay of the classification of the employee's assignment to which they return that they are qualified for. The employee's seniority shall be frozen from the date they are placed on leave of absence without pay.

Section 11.2

One (1) personal business day will be granted on both July 1 and the start of second semester. Personal business days do not accumulate but may be rolled over to each employee's personal earned sick time bank if not used by June 30.

Two (2) days to transact personal business when the employee, through no fault of their own, is unable to transact such business except during their regular working hours. Said personal day(s) shall not be granted for social or recreational reasons. Extra days may be granted by the HR Office. The HR Office's decision on the justification of extra days will be final and not subject to the Grievance Procedure.

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Section 11.3

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

1. **Bereavement Leave:** A maximum of three (3) days to attend services or grieve for a death in the immediate family; spouse, father, mother, father-in-law, mother-in-law, children, brother, sister, grandparents and grandchildren. Additional time may be granted at the discretion of the HR Office.
2. **Funeral Leave:** One (1) day for attendance at the funeral service which falls during the employee's work time, of a person whose relationship warrants attendance, upon prior approval by the HR Office.
3. Jury duty which requires an absence from a regular work assignment. When paid for jury duty, the employee shall keep the check issued by the County and will be paid the difference between the jury fee and the employee's regular daily rate, exclusive of overtime.

   Because jury duty normally occurs between 9:00 a.m. and 4:00 p.m., but we have employees who work different shifts, it may be difficult for them to fulfill their shift assignment. Therefore, if an employee is unavailable, in their opinion, for their work shift, permission must be received from the Superintendent or designee to be excused. It is understood that travel time and recuperative time may be factors.
4. Court appearance, which occurs during regular working hours, as a witness in any case connected with the employee's employment or the school or whenever the employee is required to attend any proceeding.

   Because court appearances normally occur between 9:00 a.m. and 4:00 p.m., but we have employees scheduled for different shifts, the implementation of language may not accurately cover the real-life situation. Should a requested absence raise a question of the appropriate leaving or returning to work site, the HR Office should be contacted for clarification or authorization. It is understood that travel time and recuperative time may be factors.

Section 11.4

A child-rearing leave of up to one (1) year will be granted without pay. An employee granted such leave must apply for re-employment no later than ninety (90) calendar days before the desired return date. Employees adopting a child are eligible for the same leave provisions.

Upon return, the employee shall retain all seniority and accumulated sick leave earned at the time the leave was granted and shall advance to the next step on the salary schedule.

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Section 11.5

A leave of absence shall be granted up to two (2) years to any employee who enlists in the Peace Corps as a full-time participant. Such employee shall be restored to employment with the District and shall be given the benefits of any increments which would have been credited to them had they remained in active service with the District; provided, however, that such employee shall make application for re-employment within ninety (90) days after discharge from the Peace Corps.

Section 11.6

Military leaves of absence shall be granted to any employee who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States until expiration of the first enlistment or the duration of the national emergency. Such employee shall be restored to employment with the District and shall be given the benefit of any increments; provided, however, that such employee shall make application for such re-employment within ninety (90) days after discharge from the Armed Forces and provided further, that such employee reports for their assignment immediately following such application.

Military leaves of absences shall also be granted for National Guard or Reserve Duty. Insurance benefits will continue during National Guard or Reserve Duty.

Section 11.7

An employee elected or selected for a full-time public office which takes them from their duties with the District shall, upon written request, receive a leave of absence without pay or fringe benefits for the term of such office. Unless the employee returns at the end of the leave, said leave of absence shall terminate unless it has been renewed for a specific period with the approval of the HR Office.

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 District.

Section 11.8

When an employee returns to work following a leave of absence, the District may require said employee to submit to a physical examination at the District's expense to make certain said employee is able to return to work.

Section 11.9

A leave of absence without-pay for a minimum of three (3) months and up to one (1) year shall be granted to an employee upon request. Individuals accepting employment outside of the District are not eligible for this leave. The employee must be employed for three (3) years before

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being eligible for such leave of absence. The employee granted leave shall return with the same seniority and sick leave accumulated at the time the leave was granted and shall advance to the next step in the salary schedule. The employee will notify the HR Office, in writing, at least ninety (90) calendar days prior to their return to employment with the District. The employee shall return to the first available position that they are qualified for. This provision shall only be utilized once every three (3) years.

Section 11.10

The parties agree that a BCPSMPA employee who is on a leave of absence shall not be permitted to perform bargaining unit work. Such bargaining unit work shall include but shall not be limited to those performed by long-term temporary, seasonal temporary or day-to-day substitute employees.

Section 11.11

The District shall not grant discretionary dock days requested by employees.

ARTICLE 12 SEVERANCE PAY

Section 12.1

The parties agree that for active employees who pass away or retire under the provisions of MPSERS (Michigan Public School Employees Retirement System) but who do not have at least fifteen (15) years of District service and therefore, do not qualify for the Severance Pay in Article 12 shall receive upon retirement:

One (1) day's pay for each day of accumulated earned sick time not to exceed four thousand ($4,000.00) dollars

and

Seventy-five ($75.00) dollars per year for each year of service in this District after ten (10) years, but not to exceed one thousand ($1,000.00) dollars.

If an employee dies before retirement, the above Severance Pay shall be a death benefit except for Article 11 Section 11.6. The District shall provide a form on which the employee shall designate their Severance Pay Beneficiary(ies).

Section 12.2

Employees hired in this bargaining unit before January 1, 2020, who have at least fifteen (15) years of District service and who retires under MPSERS shall receive a severance benefit in accordance with the following terms and conditions.

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- For each accumulated unused earned sick time day up to a maximum of ninety-six (96) days, the employee shall receive an amount based upon the employee's base hourly rate of pay at the time of retirement.
- For each accumulated unused earned sick time day above ninety-six (96) days, the employee shall receive an amount based upon one-half (1/2) the employee's base hourly rate of pay at the time of retirement.
- The total severance amount may be used to purchase service credit under the guidelines and conditions as established by MPSERS.

Employees hired into this union on or after January 1, 2020, and who retire under MPSERS with at least fifteen (15) years of BCPS service, shall receive a severance benefit in accordance with the following terms and conditions:

- For each accumulated unused earned sick time day up to a maximum of one hundred twenty-five (125) days, the employee shall receive an amount based upon the employee's base hourly rate of pay at the time of retirement.
- The total severance amount may be used to purchase service credit under the guidelines and conditions as established by MPSERS.

Section 12.3

Employees hired before January 1, 2020, may bank up to ten (10) days annually of unused vacation days for the pay out of the severance calculation (see Section 9.6) up to a maximum of thirty (30) days. Said days shall be calculated at an amount based upon the employee's base hourly rate of pay at the time of retirement.

Section 12.4

The total severance amount will be paid over a period of five (5) years on a bi-weekly basis beginning with the first scheduled bi-weekly pay following the first full month after retirement OR the first scheduled bi-weekly pay of the next school year if retirement occurs at the end of the school year.

Severance payment(s) will be deposited into a Paradigm Equity 403(b) account set up for the member. There is no cash option.

For an employee not qualifying for retirement, the Employer will, on behalf of the employee use the Severance Pay dollar amounts to purchase service credit in order to qualify for retirement under the guidelines and conditions as established by the MPSERS. No additional years of service credit beyond the qualifying amount will be purchased.

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Section 12.5

In the event a retired Employee dies prior to receiving all the installments, the retired Employee's beneficiary(ies) shall receive the remaining installments as scheduled. The beneficiary(ies) shall be those listed with the District. The District shall provide a form on which the employee shall designate their Severance Pay Beneficiary(ies).

Section 12.6

Employees hired before January 1, 2020, can be charged a maximum of ninety-six (96) earned sick time days for serious illness in the last three (3) years before leaving the District.

- Employees hired on or aftr January 1, 2020, are not eligible for this provision.
- A serious illness is defined as any illness requiring more than ten (10) consecutive earned sick time days, with physician documentation required.
- For severance pay calculations, only the days exceeding ninety-six (96) in the last three (3) years of employment are considered.

Example Calculation:

If an employee used:

- Forty (40) earned sick time days (including two (2) blocks of fifteen (15) and twenty-five (25) earned sick time days) in Year 1 = 40
- Sixty (60) earned sick time days (including one (1) block of forty-five (45) earned sick time days) in Year 2 = 45
- Twenty-five (25) consecutive earned sick time days in Year 3 = 25

Total Earned Sick Time used in the last three (3) years for serious illness = 110

Maximum Cap = 96

Earned Sick Time Days included in Severance Calculation = 110 – 96 = 14 Earned Sick Time Days.

This means fourteen (14) earned sick time days will be factored into the final severance payout.

ARTICLE 13 INSURANCE PROTECTION

Section 13.1

Pursuant to the authority set forth in Section 617 of the School Code of 1965, as amended, the District agrees to furnish all employees except those on leave the following insurance protection.

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Section 13.2

The District shall provide a fully funded amount of forty thousand ($40,000) dollars in group term life insurance plus forty thousand ($40,000) dollars AD&D. This may be bid in the commercial market to provide the lowest cost to the District.

Section 13.3

Insurance Benefits: Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the District shall make premium payments on behalf of Employees and their eligible dependents for the following insurance program to include medical, dental, vision, Life/AD&D, and LTD insurance for a full twelve (12) month period:

The District will contribute one hundred percent (100%) of the hard cap limits (through PA 152) for medical premiums. The Association may select other products annually for the duration of this contract.

The annual Employer paid amounts shall adjust at the beginning of each MESSA plan year (January-December) at one hundred percent (100%) of the maximum State Hard Cap permitted by Section 3 of PA 152.

Any premium above 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 qualifies Section 125 Plan, and, as such, will not be subject to withholding.

In the event that State Legislation changes with PA 152, the Association and the District will reconvene to negotiate the impact of the new legislation in a timely manner.

Medical Insurance: The District shall provide complete health care protection on a full twelve (12) month basis with either single, two-person, or full family benefits status as selected by the employee during the open enrollment period. Parties have agreed to offer multiple health care coverage options provided in the attached level of benefits. The plan year is January 1st through December 31st.

Beginning January 1, 2026, employees shall have the following MESSA medical plans available:

a. Option 1: MESSA Choices
   $500/$1,000 In-Network Deductible
   $20/$20/$20 On-Line/Office Visit/Specialist Visit Copay
   $25/$50 Urgent Care/Emergency Room Copay
   3-Tier Rx

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b. Option 2: MESSA ABC Plan 1
$1,650/$3,300 In-Network Deductible (set by IRS*)
$0/$0/$0 On-Line/Office Visit/Specialist Visit Copay
$0/$0 Urgent Care/Emergency Room Copay
3-Tier Rx
Health Equity Account

Employees who enroll in a HSA eligible medical plan may select to have seventy percent (70%) of the IRS deductible minimums (currently one thousand six hundred fifty ($1,650) dollars for self only and three thousand three hundred ($3,300) dollars for two (2) person and full family) deposited annually into their HEQ HSA account no later than the first regularly scheduled payroll in January and thirty percent (30%) of the IRS deductible minimums for HSA eligible medical plans deposited annually into their HEQ HSA 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 (e.g., 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 HR Office to have their HSA 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 the request.

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

c. Option 3: 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

Employees who enroll in ABC Plan 2 HSA eligible medical plan may select to have seventy percent (70%) of the in-network deductible (currently two thousand ($2,000) dollars for self only and four thousand ($4,000) dollars for two (2) person and full family) deposited annually into their HEQ HSA account no later than the first regularly scheduled payroll in January and thirty percent (30%) of the in-network deductible for the HSA eligible medical plans deposited annually into their HEQ HSA account no later than the first regularly

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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 (e.g., 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 HR Office to have their HSA account increased with the remaining thirty percent (30%) of the in-network deductible no later than the first regularly scheduled payroll in the month following the request.

d. Option 4: MESSA ABC Plan 3
$3,500/$7,000 In-Network Deductible
$0/$0/$0 On-Line/Office Visit/Specialist Visit Copay
$0/$0 Urgent Care/Emergency Room Copay
20% Co-insurance
5-Tier Rx
Health Equity Account

Employees who enroll in ABC Plan 3 HSA eligible medical plan may select to have seventy percent (70%) of the in-network deductible (currently three thousand five hundred ($3,500) dollars for self only and seven thousand ($7,000) dollars for two (2) person and full family) deposited annually into their HEQ HSA account no later than the first regularly scheduled payroll in January and thirty percent (30%) of the in-network deductible for the HSA eligible medical plans deposited annually into their HEQ HSA account no later than the first regularly scheduled payroll in September and shall be included in the premium cost for the ABC Plan 3. The deductible level deposited shall be based upon the coverage level selected (e.g., 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 HR Office to have their HSA account increased with the remaining thirty percent (30%) of the in-network deductible no later than the first regularly scheduled payroll in the month following the request.

e. Option 5: Cash-in-lieu of one hundred ($100) dollars per month.
Cash/Annuity In-Lieu: Employees who qualify for health insurance coverage and who choose not to be provided with such coverage shall receive a cash option payment for one hundred ($100.00) dollars per month or one hundred ($100.00) dollars per month under Section 125 of the Internal Revenue Code (403b).
Annually, the employee will need to complete a declination form when making a decision not selecting insurance coverage. As a condition to obtaining any cash-in-lieu benefit, the

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employee must first present documentation that they have other coverage meeting affordability and coverage minimums of the Affordable Care Act.

Section 13.4

If an employee is absent from work because of compensable injury and has exhausted their earned sick time benefits, including Sick Leave Bank, the District shall continue to pay amounts designated in Section 13.3 for the duration of Worker's Compensation benefits.

Section 13.5 Dental

The District 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 13.6 Vision Care

The District 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 13.7 Long Term Disability

Beginning on July 1, 2025, the District shall provide fully funded long term disability insurance for all unit members for a full twelve (12) month period through MESSA.

Benefits shall be paid at sixty percent (60%) of salary up to a monthly maximum of five thousand ($5,000) dollars as negotiated between both parties after a sixty (60) Calendar Day Straight Wait (CDSW).

Social Security freeze and family offset shall be included with a pre-existing condition waiver. Alcoholism/drug waiver and mental/nervous disorders have a maximum of two (2) years benefit payout. Cost of living adjustments are not included. There is a two (2) years benefit for their own occupation.

All other District provided benefits end with the beginning of long-term disability payments until an employee returns to work with the District.

Section 13.8 Flexible Spending Account

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

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ARTICLE 14 GRIEVANCE PROCEDURE

Section 14.1

Should differences arise between the District and the Association or its members employed by the District, as to the meaning and application of the provisions of this Agreement, there shall be no stoppage of work by the employees covered hereby on account of such differences, but an effort shall be made to settle such differences immediately in the following manner.

Step 1: An informal meeting shall be held between the aggrieved employee, a committee person and the immediate supervisor or their designee. The immediate supervisor must give an answer within two (2) working days.

Step 2: If the grievance is not settled in Step 1, within five (5) working days, the employee or the employee's Committee person may file a grievance, in writing, a copy to the Superintendent or designee who shall have ten (10) workdays in which to reply in writing.

Step 3: If the grievance is not settled in Step 2, the Grievance Committee may, within five (5) workdays from the receipt of the Superintendent or designee's answer, submit the grievance and the answer to the HR Office. A meeting will then be held as soon as possible, but not later than ten (10) workdays, between the HR Office and members of the Grievance Committee for the discussion of the grievance. The decision of the HR Office shall be made, in writing, within five (5) workdays after the meeting.

Step 4: In the event the adjustment is not made to the satisfaction of the Association, the grievance may then be referred by the Association within fifteen (15) workdays from HR Office's answer in Step 3 to Arbitration to the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such proceeding any issues which have not been set forth before this Step 4. The arbitrator shall have no power to alter or add to or subtract from the terms of this Agreement. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law which is violative of the terms of this Agreement. An arbitration hearing will be held which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The cost of the arbitrator shall be borne equally by the District and the Association.

Arbitration resulting from the application of this section shall be final and binding on both parties and shall comply with the Michigan Uniform Arbitration Act, PA 71 of 2012.

If any employee for whom a grievance is sustained shall be found to be unjustly discharged or disciplined, they shall be entitled to full reimbursement for all lost pay if the arbitrator so rules.

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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 District's representative(s) to respond to any step within the time limits specified shall permit the grievant to proceed automatically to the next step. All time limits may be extended by mutual agreement in writing. An Association grievance which affects more than one (1) building or which concerns any type of disciplinary or dismissal action shall begin at Step 3 within twenty (20) workdays of the occurrence which allegedly gave rise to the grievance.

Section 14.2

The District and the Association agree to process a grievance promptly in accordance with the grievance procedure.

1. Grievances, except those described in Section 14.2.2, must be initiated at Step 1 within twenty (20) workdays of the occurrence which allegedly gave rise to the grievance.
2. In cases of layoff, a grievance claiming that an employee(s) was laid off out of line of seniority must be filed, in writing, within five (5) workdays from the date of the District first submitted a list of the Chairperson of the Grievance Committee of the employee(s) 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) workdays in which to file a grievance.

Section 14.3

1. The employee(s) shall be represented by a Grievance Committee which shall consist of the Association's Executive Board at Step 3.
2. Alternate Committee persons shall be recognized when the regular Committee person is absent.
3. Members of the Grievance Committee shall meet with the District at such times as may be determined to be necessary and as will not conflict with reasonable operations.
4. From the Grievance Committee, two (2) members shall be permitted reasonable time, as approved, to investigate an alleged grievance during regular working hours without loss of pay.

Section 14.4

An employee participating in any mandatory formal grievance or arbitration procedure shall be relieved from duty without loss of pay.

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ARTICLE 15 DISCIPLINE

Section 15.1

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

Section 15.2

Any such rules and regulations adopted by the District shall be communicated to the officers of the Association and copies shall be sent to employees.

Section 15.3

No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any advantage without just cause. Any such discipline, reprimand or reduction of rank, compensation, or advantage, asserted by the District or any agent or representative thereof shall be subject to the grievance procedure herein set forth.

When the disciplinary action is taken, the District shall provide the reason(s) and details of the incident in writing.

Section 15.4

Records beyond a period of two (2) years from the date on which the infraction occurred shall be removed from the employee's personnel file at the written request of the employee. Discipline that is "unprofessional conduct" as defined by MCL380-1230B shall be exempt from this provision.

Section 15.5

The Superintendent or designee shall notify an employee in writing of any pending disciplinary action immediately. Disciplinary action shall be initiated within ten (10) workdays from the occurrence of the action giving rise to the discipline or the time from which the supervisor was made aware of the action. The parties recognize that additional time may be extended by mutual agreement.

Section 15.6

No material may be placed in the employee's personnel file without the employee's knowledge. Employees shall have the right to review information before it is placed in the file. The employee shall have the right to attach a response to any such material.

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Section 15.7

The employee shall have the right to review the contents of their personnel file. This must be done with the HR Office. The employee shall have the right to Association representation at the review of their personnel file.

Section 15.8

Should disciplinary action be scheduled, the employee is entitled to and may request that an Association representative be present prior to any disciplinary action being taken.

Section 15.9-Overdraw of Personal Sick Day Balance

If an employee overdraws days from their personal earned sick time balance, they will receive discipline following the progressive discipline system outlined in Section 15.10.

An employee will be exempt from this discipline if the utilization of their days is a result of a long-term absence of ten (10) consecutive days or more, or results in sick leave bank coverage. The employee will continue to be exempt from discipline until the next semester in which earned sick time days are granted.

Section 15.10 Discipline System

The District will follow a progressive discipline system whenever possible. It is agreed and understood that the nature of the disciplinary action may vary depending on the violation.

An example of a progressive disciplinary action is outlined below:

1. Verbal warning to be documented in writing.
2. Written warning.
3. Written reprimand.
4. Suspension without pay up to five (5) days.
5. Up to and including termination.

ARTICLE 16 STRIKES AND RESPONSIBILITIES

The Association agrees on its own behalf that:

Section 16.1

During the life of this Agreement, neither the Association nor any of its agents, or persons acting in its behalf, shall cause, authorize or support, nor shall any of its members take part in any strike; that is, the concerted failure to report for work, or willful absence of an employee from their 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.

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Section 16.2

If the Association disclaims, in writing to the District, responsibility for any activity prohibited hereby, it shall not be liable in any way. Violation of this Agreement by any employee, or group of employees, shall constitute good cause for their discharge or for the imposition of discipline or penalties without recourse to arbitration; provided, however, that the question of their participation shall itself be subject to arbitration.

Section 16.3

The District, 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 damage for breach thereof against the Association.

Section 16.4

Notwithstanding the foregoing, nothing contained herein shall be construed as a waiver of any rights of the Association or its members which they may have under Act 336 of the Michigan Public Acts of 1947 as amended by Act 379, or the Michigan Public Acts of 1965, or which are otherwise provided by law.

ARTICLE 17 PROTECTION OF THE EMPLOYEE

Section 17.1

If any legal action is brought against an employee by reason of any appropriate school involvement, the District will provide such legal counsel and all necessary assistance to the employee in their defense as in permitted under the law, unless it is determined that the employee has acted in a grossly negligent manner, or inconsistent with District policies or the law.

Section 17.2

The District shall not require employees to use any piece of equipment that is not in safe operating condition or is not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement wherein employees refuse to operate such equipment unless such refusal is unjustified.

Section 17.3

Any employee involved in any accident shall immediately report said accident and any physical injuries sustained. The employee, before starting their next shift, shall make out an accident report, in writing, on forms furnished by the District and shall turn in all available names and

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addresses of witnesses to any accidents. Failure to comply with this provision shall subject the employee to disciplinary action.

Section 17.4

Any employee who is called into a meeting regarding any matter which is within the jurisdiction of the Association may request the presence of an Association representative.

ARTICLE 18 SCHOOL CLOSING

Section 18.1

When it is necessary for the Superintendent to close schools because of inclement weather, every effort shall be made to make such public announcements by 6:00 a.m.

Section 18.2

On days when all schools must be closed because of inclement weather or state of emergency (e.g., code red), employees covered by this Agreement are required to report to work. They will receive their regular rate of pay.

In the event an employee cannot report to work because of inclement weather when all schools are closed, the employee shall have the option of charging the absence to their current year's vacation.

It is recognized that in order to ensure proper supervision of the buildings, employees covered under this Agreement are expected to report to work, regardless of the messages issued via District announcement or media outlets, unless contacted by the Superintendent or designee stating otherwise.

Section 18.3

When it is necessary to close a building (caused by utility or maintenance failure) that employee shall complete their regular shift assignment at their regular rate of pay.

ARTICLE 19 ADDITIONAL SPACE

Section 19.1

In the event of new construction or modification to an existing building, the President of the Association, the Custodian of the building, the Association or designee shall review the situation and make a recommendation to the Superintendent or designee.

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ARTICLE 20 LAYOFF/RECALL

Section 20.1

When there are layoffs for any reason, the following procedures shall be followed:

1. All temporary, probationary and regular part-time employees shall be laid off first, in line with their date of hire.
2. Thereafter, regular full-time employees shall be laid off in line with their seniority.
3. The recall process is the reverse of the above layoff procedures.
4. Notice of recall shall be mailed via a method of confirmed delivery to the last known address on record with the District. Recalled employees will have ten (10) business days to respond to the notice of recall. Recalled employees will have an additional ten (10) business days to report back to work. Failure to respond to a confirmed delivery of notice of recall shall be considered a resignation and employment shall be considered terminated.
5. When an employee, other than a probationary employee, is laid off for an indefinite period they will be given a fifteen (15) calendar day notice of such layoff. If they are laid off less than fifteen (15) calendar days after such notice is given, they will be paid at the usual rate for scheduled workdays which they have not worked.
6. Qualified laid-off employees will be recalled prior to the hiring of new employees.
7. Laid-off employees do not receive paid fringe benefit coverage, but that coverage can be maintained via voluntary employee premium payments if allowed by the carrier.
8. Any employee whose job was discontinued shall be entitled to said position if reopened. All displacements carry a five (5) year reinstatement right from the job termination date.
9. Qualified, recalled employees shall be recalled to the first available positions and shall not have assignment rights to their former positions except through the bid process provided for in Article 24.

ARTICLE 21 IN-SERVICE

Section 21.1

In-service training shall be defined as approved structured training offered by the District or an outside agency where the employee's attendance is required.

Section 21.2

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

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Section 21.3

In-service training will be held during the employee's regular work hours. If said in-service is scheduled outside the attending employee's regular work hours and attendance is mandatory, they shall be compensated as if in-service hours were worked.

The District will offer up to eight (8) hours of in-District in-service training each year. In the event an employee conducts an in-service, they will be paid their overtime hourly rate for their preapproved hours worked planning the training.

Section 21.4

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

Section 21.5

An employee may attend classes or workshops designed to improve the employee's knowledge or skill within their assigned position.

To qualify, classes or workshops must meet the following conditions:

1. Employees must receive prior approval from the Superintendent or designee to attend the class or workshop.
2. Attendance at the class or workshop must be outside the employee's normal hours of work.
3. The employee is not compensated for any hours of attendance at the class or workshop.

For classes taken at an educational institution, tuition and book payments are the initial responsibility of the employee. The employee will be reimbursed for these expenses after successfully completing the classes by maintaining a minimum passing grade of seventy-five percent (75%), or a letter grade of C or better.

ARTICLE 22 TRANSFER

Section 22.1

When there is a shortage of personnel in a location or project and a surplus in another, a temporary transfer of personnel may take place. The District will have the right to select such personnel to perform the required work based upon their ability to perform the work with or without accommodations. All such transfers will be temporary, not to exceed sixty (60) calendar days, unless extended by mutual agreement. The transferred employee will be paid at their regular rate of pay or the rate of the position they are assigned to, whichever is greater.

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Section 22.2

If a special need arises requiring a temporary transfer of more than sixty (60) days duration, this exception shall be made the subject of negotiations with the Association. This work will be offered to qualified employees on a voluntary basis before any involuntary assignment is made.

Section 22.3

Involuntary transfers are disruptive and shall be avoided whenever possible. Involuntary transfers shall be made only for reasonable and just cause.

ARTICLE 23 MAINTENANCE OF STANDARDS

Section 23.1

The employer agrees that non-unit personnel shall not be used to deprive employees of overtime or to displace employees regularly employed in the bargaining unit, except in emergencies. An emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.

Section 23.2

Except as otherwise provided by law, the District will not sub-contract work unless:

1. The skills and equipment needed to perform the work specified are unavailable in the District, or
2. The schedule for such work cannot be met with the equipment or skills available for such work, or
3. Through natural attrition, Class 1 positions shall be sub-contracted to a Third-Party provider and the Association waives the right to bid.

The District shall not contract for work previously performed in eliminated or reduced positions. The District may, sub-contract the spraying of herbicide.

Section 23.3

The Association recognizes that parent or community groups may plan special projects to improve or benefit a school site. These projects are supplements to the regular work of the bargaining unit and not designed to displace employees.

Section 23.4

Plans for special projects staffed by volunteers or students that are approved by the District will be discussed with the Association prior to implementation. An employee will be assigned to the site of any volunteer or student work project.

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Section 23.5

The Association may give prior written approval to waive its right to have employees assigned to the site of a special project under the following conditions:

1. The project is a fund raiser in which one hundred percent (100%) of the money raised is contributed to the District.
2. That no regular bargaining unit work is performed on the site of this project.
3. A volunteer employee agreed upon by both parties, an Administrator, or a Supervisor are assigned to the site of this project.
4. If necessary, the site will be cleaned before the next school session by an employee.
5. The four (4) hour call-in may be waived if the need for the custodian is less than four (4) hours.

Section 23.6

Custodial support services for Webster Day Care Center have been waived as long as the programs housed at these facilities are not District academic programs. However, the District continues to retain the right to contract non-instructional services as allowed by the law.

If the programs at the Webster Building change, the support provided by the Association will be re-evaluated.

ARTICLE 24 VACANCIES/BIDDING

Section 24.1

A vacancy is an additional position, a newly created position, or a position from which an employee has retired, died, bid out, or taken an unpaid leave of absence which does not guarantee a return to position.

When an assignment is changed more than fifty percent (50%), the assignment is a vacancy and shall be posted for bidding in accordance with the bidding provisions in the Master Agreement. When fifty percent (50%) or more of the assignment remains the same, the employee in the assignment shall have the right to remain in the amended assignment.

Whenever the number of hours of a part-time position is increased, this position shall be a vacancy and shall be posted for bidding in accordance with the bidding provisions in the Master Agreement.

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Section 24.2

Whenever a position becomes vacant or is known to become vacant, the vacancy shall be posted within ten (10) workdays and shall be bid on the first Wednesday after the first Monday following the date of the posting. If Wednesday is a holiday or a paid non-workday, the bid shall occur on the next regular workday. Assignment in the posted vacancy and the resulting changes in assignments caused by the bidding shall be effective the first Monday after the bid. The effective assignment date may be amended with the agreement of the District and the BCPSMPA.

Known vacancies caused by bid outs shall be posted at the bid meeting.

Section 24.3

All vacancies and/or positions will be considered as a separate job according to duties, days and hours worked by previous employees, unless changed in the bid.

Section 24.4

The employee's qualifications will be determined through an interview process, facilitated by the HR Office.

If an employee has met the established expectations for a particular classification, the employee's results shall be valid for five (5) years starting July 1, 2025.

Section 24.5

The Association has the right to be at all bid openings.

Section 24.6

Employees wishing to take advantage of bidding vacancies must be present, or file a proxy, indicating their prioritized preferences with the HR Office and Association Committee.

Section 24.7

Openings which subsequently occur after the original vacancies have been filled shall be bid by seniority and qualifications, if qualifications are required.

Section 24.8

The positions that may be open because of the bidding of the posted vacancies shall be filled at the bid meeting. Provided that every employee has a position, any job unfilled after the normal bid procedure may be filled by a new hire.

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Section 24.9

Any employee who bids on a position or who accepts another position at the above-mentioned meetings, must accept such a position when awarded to them.

Section 24.10

Any vacancy occurring after a bid meeting must be filled in a timely manner.

Section 24.11

When the employee is assigned to a position under the provisions of this Article, they shall be given no less than sixty (60) workdays to demonstrate their ability to perform the job. Such a trial may be extended by the HR Office. Before the forty-fifth (45th) workday, the Superintendent or designee will confer with the employee on their progress during the probationary period. Should there be concerns with performance during the probationary period, the Superintendent or designee shall provide a written review to the employee on their performance of the job requirements. If the employee is unable to fulfill the job requirements, that position will be bid at a Special Bid Meeting with no less than fifteen (15) workdays notice to the employees. They shall be given the opportunity to bid "other positions" on the vacancy they created.

Section 24.12

A person undertaking the duties of a Head Custodian of an elementary or intermediate building shall be provided building training by the prior custodian, or a qualified individual. This will allow the new employee to become acquainted with the electrical, heating and plumbing systems of that elementary or intermediate building.

Section 24.13

Employees who were laid off from positions, and who were subsequently recalled, do not have displaced person rights to the position from which they were laid off.

ARTICLE 25 DURATION OF AGREEMENT

1. This Agreement constitutes the entire collective bargaining negotiations on all subjects for the term of this Agreement, except as herein otherwise provided, and shall become effective as of July 1, 2025 and shall continue in full force and effect and be legally binding on the parties hereto, until June 30, 2028, and from year to year thereafter unless either party serves notice in writing upon the other party by March 1 prior to the expiration date of this Agreement or any following June 30th thereafter.

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2. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative(s) of the other party, and each party may select their representative(s) from within or outside the District. It is recognized that no final Agreement between the parties may be executed without ratification by the District 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.
3. 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.

The parties agree the District shall electronically post the Agreement on the District website; printed copies of the contract will be provided to employees upon request.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 12th day of May 2025.

Bay City Public Schools Maintenance Personnel Association	**Bay City Board of Education**
LEGRANE CAMPBELL **President of BCPSMPA** Rhonda Kruch **BCPSMPA Chief Negotiator**	Matt Felau **Board of Education President** CARRIE SEPEDA **Board of Education Secretary** Patrick Tobin **Assistant Superintendent** Matthew A. Cairy **Associate Superintendent**

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APPENDIX "A" CUSTODIAL/MAINTENANCE SALARY SCHEDULE

Newly hired employees shall be placed on the lowest step of their respective Classifications. However, the District has the right to place on the salary schedule and may grant steps beyond the first step on the salary schedule to newly hired individuals with current and related work experience.

It is further agreed that at the time of initial employment the District will determine the new employee's placement on the salary schedule up to the equivalent of a current BCPSMPA employee with the same years of direct experience.

Employees who bid up into Classification 2, 3, 4, and 5 positions will be placed the Classification Step with an hourly rate that is equal to or immediately above their most recent hourly rate. Employees who bid down will remain at their current step in the new classification.

APPENDIX "A"

Classification 1 Custodian	Step	25-26	26-27**	27-28**
	1	$16.40		
	2	$16.97		
	3	$17.55		
	4	$18.10		
	5	$18.66		
	6	$19.21		
	7	$19.78		
	8	$20.36		

Classification 2 Elementary Head Custodian/ Other Building Head Custodian	Step	25-26	26-27**	27-28**
	1	$18.78		
	2	$19.39		
	3	$19.96		
	4	$20.57		
	5	$20.87		
	6	$21.27*		

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Classification 3 **Mail Run/Assigned Building**	**Step**	**25-26**	**26-27****	**27-28****
	1	**$19.23**		
	2	**$19.84**		
	3	**$20.46**		
	4	**$21.13**		
	5	**$21.43**		
	6	**$21.83***		

Classification 4 **2nd Shift Head Custodian/ General Maintenance/General Maintenance/Weekend**	**Step**	**25-26**	**26-27****	**27-28****
	1	**$19.81**		
	2	**$20.45**		
	3	**$21.10**		
	4	**$21.76**		
	5	**$22.06**		
	6	**$22.46***		

Classification 5 **HS/MS Head Custodian**	**Step**	**25-26**	**26-27****	**27-28****
	1	**$21.92**		
	2	**$22.64**		
	3	**$23.37**		
	4	**$24.12**		
	5	**$24.42**		
	6	**$24.82***		

Classification 6 **Zone Leader/Building Support Specialist (Year 2 forward)**	**Step**	**25-26**	**26-27****	**27-28****
	1	**$25.17**		

Document Ref: QKJUY-AX8BZ-8VBA7-IY3K6

		25-26	26-27**	27-28**
Shift Premium (per hour)	**2nd shift**	**$0.53**		
	3rd shift	**$0.63**		
Locksmith		**$0.42**		
One position will be designated by the District to hold the locksmith responsibilities.				
Appointed Zone Leader (per hour)		**$0.42**		
Split Shift (per hour)		**$0.53**		

Earned In-Service Training Stipend is constant and is paid (per hour) every year to those that have earned it prior to July 1, 2025.				
In-Service Training Stipend	**1**	**$0.26**		
Earned prior to July 1, 2025, this permanent stipend recognizes employee's earned credits and incentive/in-service training hours.	**2**	**$0.52**		
	3	**$0.78**		
	4	**$1.04**		
	5	**$1.30**		

Longevity-4%, 5%, 8%, 9%, 11%
School Employee Retirement: Paid at the State mandated rate.
Mileage: Authorized and logged miles will be paid at the current IRS rate.
***Available for employees beginning with the 2026-2027 school year.**
****Wage reopeners to be negotiated separately or together on or before June 30, 2026.**

Document Ref: QKJUY-AX8BZ-8VBA7-IY3K6

CERTIFICATE *of* SIGNATURE

REF. NUMBER
QKJUY-AX8BZ-8VBA7-IY3K6

DOCUMENT COMPLETED BY ALL PARTIES ON
29 SEP 2025 13:04:40
UTC

SIGNER	TIMESTAMP	SIGNATURE
MATT CAIRY EMAIL CAIRYM@BCSCHOOLS.NET	SENT 24 SEP 2025 11:44:52 VIEWED 24 SEP 2025 11:50:58 SIGNED 24 SEP 2025 11:51:17	 IP ADDRESS 136.228.49.3 LOCATION BAY CITY, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 24 SEP 2025 11:50:58	
PATRICK TOBIN EMAIL TOBINP@BCSCHOOLS.NET	SENT 24 SEP 2025 11:44:52 VIEWED 24 SEP 2025 11:45:10 SIGNED 24 SEP 2025 13:20:42	 IP ADDRESS 107.116.8.29
RECIPIENT VERIFICATION	EMAIL VERIFIED 24 SEP 2025 11:45:10	

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SIGNER	TIMESTAMP	SIGNATURE
LEGRANE CAMPBELL EMAIL CAMPBELLL@BCSCHOOLS.NET	SENT 24 SEP 2025 11:44:52 VIEWED 24 SEP 2025 13:36:34 SIGNED 24 SEP 2025 13:37:06	 IP ADDRESS 136.228.49.3 LOCATION BAY CITY, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 24 SEP 2025 13:36:34	
RHONDA KRUCH EMAIL RKRUCH@MEA.ORG	SENT 24 SEP 2025 11:44:52 VIEWED 24 SEP 2025 17:35:48 SIGNED 24 SEP 2025 17:36:16	 IP ADDRESS 174.240.153.47 LOCATION PLYMOUTH, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 24 SEP 2025 17:35:48	

CERTIFICATE *of* SIGNATURE

REF. NUMBER
QKJUY-AX8BZ-8VBA7-IY3K6

DOCUMENT COMPLETED BY ALL PARTIES ON
29 SEP 2025 13:04:40
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SIGNER	TIMESTAMP	SIGNATURE
CARRIE SEPEDA EMAIL SEPEDAC@BCSCHOOLS.NET	SENT 24 SEP 2025 11:44:52 VIEWED 24 SEP 2025 11:46:14 SIGNED 29 SEP 2025 11:58:44	 IP ADDRESS 174.240.148.48 LOCATION DETROIT, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 24 SEP 2025 11:46:14	
MATT FELAN EMAIL FELANM@BCSCHOOLS.NET	SENT 24 SEP 2025 11:44:52 VIEWED 29 SEP 2025 13:04:26 SIGNED 29 SEP 2025 13:04:40	 IP ADDRESS 76.123.94.40 LOCATION SARASOTA, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 29 SEP 2025 13:04:26	

APPENDIX "A"

Tentative Agreement - March 18, 2026				
Classification 1	**Step**	**25-26**	**26-27**	**27-28**
	1	$16.40	$16.80	$17.20
	2	$16.97	$17.37	$17.77
	3	$17.55	$17.95	$18.35
	4	$18.10	$18.50	$18.90
	5	$18.66	$19.06	$19.46
	6	$19.21	$19.61	$20.01
	7	$19.78	$20.18	$20.58
Custodian	8	$20.36	$20.76	$21.16
Classification 2	**Step**	**25-26**	**26-27**	**27-28**
	1	$18.78	$19.18	$19.58
	2	$19.39	$19.79	$20.19
Elementary Head Custodian	3	$19.96	$20.36	$20.76
Other Building Head Custodian	4	$20.57	$20.97	$21.37
	5	$20.87	$21.27	$21.67
	6*	$21.27	$21.67	$22.07
Classification 3	**Step**	**25-26**	**26-27**	**27-28**
	1	$19.23	$19.63	$20.03
	2	$19.84	$20.24	$20.64
	3	$20.46	$20.86	$21.26
Mail Run/Assigned Building	4	$21.13	$21.53	$21.93
	5	$21.43	$21.83	$22.23
	6*	$21.83	$22.23	$22.63
Classification 4	**Step**	**25-26**	**26-27**	**27-28**
	1	$19.81	$20.21	$20.61
	2	$20.45	$20.85	$21.25
	3	$21.10	$21.50	$21.90
2nd Shift Head Custodian General Maintenance General	4	$21.76	$22.16	$22.56
Maintenance/Weekend	5	$22.06	$22.46	$22.86
	6*	$22.46	$22.86	$23.26
Classification 5	**Step**	**25-26**	**26-27**	**27-28**
	1	$21.92	$22.32	$22.72
	2	$22.64	$23.04	$23.44
	3	$23.37	$23.77	$24.17
HS/MS Head Custodian Building	4	$24.12	$24.52	$24.92
Support Specialist (Year 1)	5	$24.42	$24.82	$25.22
	6*	$24.82	$25.22	$25.62
Classification 6	**Step**	**25-26**	**26-27**	**27-28**
Zone Leader Building Support Specialist (Year 2 forward)	1	$25.17	$25.97	$26.37

		25-26	26-27	27-28
	2nd shift	$0.53	$0.54	$0.55
Shift Premium (per hour)	3rd shift	$0.63	$0.64	$0.65
Locksmith		$0.42	$0.43	$0.44
One position will be designated by the District to hold the locksmith responsibilities.				
Appointed Zone Leader (per hour)		$0.42	$0.43	$0.44
Split Shift per hour		$0.53	$0.54	$0.55
Earned In-Service Training Stipend is constant and is paid every year to those that have earned it.				
In-Service Training Stipend	**1**	**$0.26**		
Earned prior to July 1, 2025, this permanent stipend recognizes employee's earned credits and incentive/in-service training hours.	**2**	**$0.52**		
	3	**$0.78**		
	4	**$1.04**		
	5	**$1.30**		
Longevity - 4%, 5%, 8%, 9%, 11%				
School Employee Retirement: Paid at the State mandated rate.				
Mileage: Authorized and logged miles will be paid at the current IRS rate.				
***Available for employees beginning with the 2026-2027 school year.**				
****Wage reopeners to be negotiated separately on or before June 30, 2026.**				
Tentative Agreement - March 18, 2026				

MATTHEW A. CAIRY
MATTHEW A. CAIRY (Mar 19, 2026 08:09:38 EDT)

PJM.
Patrick Tobin (Mar 24, 2026 08:24:12 EDT)

LeGrane Campbell
LeGrane Campbell (Mar 19, 2026 08:16:04 EDT)

Rhonda Kruch
Rhonda Kruch (Mar 19, 2026 13:04:43 EDT)

Final BCPSMPA Tentative Agreement - 26-28

Final Audit Report 2026-03-24

Created:	2026-03-19
By:	Cassie Marrero (marreroc@bcschools.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI1QN-QzWp9rqz-RETnTTS256BvTuO_zw

"Final BCPSMPA Tentative Agreement - 26-28" History

Document created by Cassie Marrero (marreroc@bcschools.net)
2026-03-19 - 12:05:54 PM GMT

Document emailed to cairym@bcschools.net for signature
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Signer cairym@bcschools.net entered name at signing as MATTHEW A. CAIRY
2026-03-19 - 12:09:36 PM GMT

Document e-signed by MATTHEW A. CAIRY (cairym@bcschools.net)
Signature Date: 2026-03-19 - 12:09:38 PM GMT - Time Source: server

Email viewed by campbelll@bcschools.net
2026-03-19 - 12:12:11 PM GMT

Signer campbelll@bcschools.net entered name at signing as LeGrane Campbell
2026-03-19 - 12:16:02 PM GMT

Document e-signed by LeGrane Campbell (campbelll@bcschools.net)
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Email viewed by rkruch@mea.org
2026-03-19 - 5:04:02 PM GMT

Signer rkruch@mea.org entered name at signing as Rhonda Kruch
2026-03-19 - 5:04:41 PM GMT

Document e-signed by Rhonda Kruch (rkruch@mea.org)
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Email viewed by Patrick Tobin (tobinp@bcschools.net)
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Document e-signed by Patrick Tobin (tobinp@bcschools.net)
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