AGREEMENT

between

THE BAY CITY EDUCATIONAL SUPPORT PERSONNEL

and

THE BAY CITY BOARD OF EDUCATION

Covering the Years

2025-2026

2026-2027

2027-2028

BCESP MASTER AGREEMENT 2025-2028

TABLE OF CONTENTS

WITNESSETH	*4*
ARTICLE 1 - RECOGNITION	*4*
ARTICLE 2 - RIGHTS OF THE ASSOCIATION	*5*
ARTICLE 3 - RIGHTS OF THE DISTRICT	*7*
ARTICLE 4 - PAYROLL DEDUCTIONS	*7*
ARTICLE 5 - COMPENSATION	*7*
ARTICLE 6 - HOURS OF WORK	*12*
ARTICLE 7 - WORK LOADS AND ASSIGNMENTS	*14*
ARTICLE 8 - SENIORITY	*16*
ARTICLE 9 - DISPLACEMENT PROCEDURE	*17*
ARTICLE 10 - REDUCTION OF STAFF—RECALL	*19*
ARTICLE 11 - TRANSFERS	*21*
ARTICLE 12 - JOB CLASSIFICATION AND DESCRIPTIONS	*22*
ARTICLE 13 - JOB DESCRIPTION/EVALUATIONS	*22*
ARTICLE 14 - RECLASSIFICATION	*23*
ARTICLE 15 - VACANCIES	*25*
ARTICLE 16 - BID PROCEDURES	*27*
ARTICLE 17 - EMPLOYEE PROTECTION	*29*
ARTICLE 18 - DISCIPLINE	*30*
ARTICLE 19 - GRIEVANCE PROCEDURE	*31*
ARTICLE 20 - LEAVE OF ABSENCE	*34*
ARTICLE 21 - EARNED SICK TIME AND SICK LEAVE BANK	*40*
ARTICLE 22 - VACATIONS, PAID NON-WORKDAYS, AND HOLIDAYS	*43*
ARTICLE 23 - SUMMER POSITIONS	*46*
ARTICLE 24 - INSURANCE PROTECTION	*47*
ARTICLE 25 - RESIGNATION	*51*

ARTICLE 26 - EMPLOYEE IMPROVEMENT	*52*
ARTICLE 27 - SEVERANCE PAY	*53*
ARTICLE 28 - SCHOOL CLOSINGS	*55*
ARTICLE 29 - REMOTE WORK	*57*
ARTICLE 30 - CONTIUITY OF OPERATIONS	*57*
ARTICLE 31 – NEGOTIATION PROCEDURES	*58*
ARTICLE 32 – MISCELLANEOUS PROVISIONS	*59*
ARTICLE 33 - DURATION OF AGREEMENT	*60*
APPENDIX "A" - SALARY SCHEDULE	*61*

AGREEMENT

between

THE BAY CITY BOARD OF EDUCATION

and

THE BAY CITY EDUCATIONAL SUPPORT 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, hereinafter called the "Board" and the Bay City Educational Support Personnel Association, hereinafter 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, known as the Public Relations Employment Act, as amended, to bargain with the Association as the representative of its Secretarial, Great Start Readiness Program Associate Teachers (GSRP AT), and Paraprofessional personnel with respect to hours, wages, terms and conditions of employment.

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

All Articles of this Collective Bargaining Agreement will apply to GSRP AT unless specifically stating that the Article does not apply to GSRP AT.

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".

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 1.01 Exclusive Recognition

The District hereby recognizes the Association as the sole and exclusive bargaining representative as defined in Section II of Act 336, Public Acts of Michigan for 1947 and amended by Act 379, Public Act of Michigan 1965, and later acts for all full time and regular part-time personnel engaged in Secretarial, Great Start Readiness Program Associate Teachers (GSRP AT), and Paraprofessional work employed by the District whether under contract or on leave, excluding students in training or co-op students. The Association representation shall include all personnel awarded current or newly created position(s) which fall within the above defined Bargaining Unit.

All personnel represented by the Association in the above defined Bargaining Unit shall, unless otherwise indicated hereinafter, be referred to as "Members of the Bargaining Unit" or Employees.

Section 1.02 Exclusive Representation/Legal Rights

The District agrees not to negotiate with any Secretarial, Paraprofessional, GSRP AT organization, or individual, other than the BCESP Association for the duration of the Agreement. Nothing contained herein shall be construed to prevent any individual member of the Association from presenting a concern and having the concern adjusted. Consistent with Section 3.02 the above provision shall be adhered to as current law(s) permit.

ARTICLE 2 - RIGHTS OF THE ASSOCIATION

Section 2.01 Right to Organize

Pursuant to Act 336, Public Acts of Michigan for 1947 as amended by Act 379, Public Acts of Michigan for 1965, the District hereby agrees that every employee in the Bargaining Unit 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 member of the Bargaining Unit in the enjoyment of any right conferred by said Act 336 as amended by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages or any terms of employment by reason of their membership in the Association, their participation in the activities of the Association or collective professional negotiations with the District or their institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.

Section 2.02 MERC Assistance

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

Section 2.03 Facility Utilization

The Association and its members shall continue to have the right to use District building facilities at all reasonable hours for meetings, subject to the scheduling by the Building Principal or the HR Office. No member of the unit shall be prevented from wearing an 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 2.04 Freedom of Information

The District agrees to furnish to the Association, in response to reasonable written requests all available information concerning the financial resources of the District, including, but not limited to: annual financial reports, audits, budgetary requirements and allocations, census and membership data, names and addresses of all members of the Unit, and other such information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the Association, together with information which may be necessary for the Association to process any grievance or complaint.

Section 2.05

The Association shall be advised by the District of any new or modified fiscal, budgetary or tax program or revisions of the structural setup which will affect positions of any employee covered by this Master Agreement which are proposed or under consideration and the Association shall be given reasonable opportunity to consult with the District with respect to the above said matters prior to their adoption and/or general publications.

Section 2.06 District Control-Annual Budget

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 all parts of the annual budget of the District reside 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 2.07 Personal Life

Notwithstanding their employment, employees shall be entitled to full rights of citizenship and no religious or political activities of any employee, or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such members of the Unit. The private and personal life of any employee is not within the appropriate concern or attention of the District.

Section 2.08 Non-Discrimination

The provisions of this Agreement, and the wages, hours, terms and conditions of employment, shall be applied without unlawful discrimination based on age; color; disability; gender identity; genetic information; height; marital status; national origin; race; religion; sex (including pregnancy); sexual orientation; veteran status; weight; or any status protected by law, or membership in or association with the activities of any employee organization, or on any other basis protected by state, federal, or other applicable law.

ARTICLE 3 - RIGHTS OF THE DISTRICT

Section 3.01 District Powers

The District retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and the United States.

Section 3.02

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, and adoption of policies, rules, regulations, job descriptions, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

Section 3.03

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 4 - PAYROLL DEDUCTIONS

Section 4.01 Payroll Deduction

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 5 - COMPENSATION

Section 5.01

Compensation for Unit members is set forth in Appendix “A” which is attached and incorporated into this Agreement.

For the 2025-2026 and 2026-2027 school years, 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.

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.

The wage reopener for the 2027-2028 school year will be negotiated on or before June 30, 2027.

Section 5.02

Any assignment, duty or responsibility within the scope of this Agreement for which a stipend is paid whether from special or District funds shall be listed in Appendix "A".

Section 5.03

The District may grant steps beyond the first step on the salary schedule to newly hired individuals up to the equivalent of a current BCESP employee with the same years of Direct experience with current and related work experience.

Section 5.04

Paraprofessionals assigned to an emotional impairment (EI) program within the District will receive an additional one ($1.00) dollar per hour stipend to the Paraprofessional's hourly rate of pay. This additional stipend will remain in effect for the duration that the Paraprofessional is assigned to the EI program. If the Paraprofessional is transferred from or bids out of an EI program, the Paraprofessional returns to their normal rate of pay and will no longer receive the additional one ($1.00) dollar per hour stipend.

Section 5.05 Unit Member Transfer

When transferring from one (1) position to another withing the bargaining unit, employees shall retain their salary step.

Section 5.06 Unit Member Substitutes

An employee used as a substitute on a daily basis in a position other than their regular assignment shall receive their same rate of pay or the rate of that position, whichever is higher.

In a known long-term absence, an employee within a building may request an opportunity to fill the higher classification, thus leaving the lower classification for a substitute. The final decision rests with the immediate supervisor and/or the HR Office.

An employee who is on a leave of absence, for a non-medical reason, and who wishes to substitute shall notify the HR Office and shall, in accordance with their seniority, be given priority

on the substitute list. The employee shall be paid the daily substitute rate for that position, except that if the District makes a request of the employee, the employee shall be paid their same rate of pay or the rate of that position, whichever is higher.

A non-twelve-month employee and/or an employee working less than an eight (8) hour day who wishes to substitute when available or during the summer months in positions outside of their building or program shall notify the HR Office and shall, in accordance with their seniority, be given priority on the substitute list. The employee shall be paid their same rate of pay or the rate of that position, whichever is higher.

A non-twelve-month employee and/or an employee working less than an eight (8) hour day shall continue to have priority, in accordance with their seniority, to substitute when available or summer months in positions within their building or programs. As provided in Section 5.06, the employee shall be paid their same rate of pay or the rate of that position, whichever is higher. If a paid day-off had been scheduled for the day the employee substituted, the paid day-off shall be rescheduled to the employee' next non-paid weekday. However, the employee may request and, with the prior written approval of their immediate supervisor and the HR Office, will be allowed to take the paid day-off on a student session day.

Section 5.07 Released Time-Association Business

Paid released time with no loss of benefit shall be provided to any employee who is called to testify at and/or engaged in any grievance, arbitration or negotiations concerning the District.

Section 5.08 Released Time-In-Service

Employees may, with authorization from the HR Office, be released from their duties without loss of salary; to attend the job skill oriented in-service workshops providing the offices are not adversely affected.

Section 5.09 Workshops/Conferences

1. The District shall pay the reasonable expenses (including fees, meals, lodging and transportation) incurred by employees for professional job-related workshops, seminars, conferences, or other professional development sessions attended at the request and/or with the advance approval from their supervisor. Employees shall be released without loss of pay.
2. In addition to the above, officers, members of the executive board and members of the Association may utilize up to fourteen (14) days per year (e.g., seven (7) members attending for two (2) days) to attend workshops, seminars, conferences, or other professional development sessions as selected by the Association. Registration, fees, meals, and lodging will be paid for by the Association. Employees shall be released without

loss of pay for attending these conferences. Additional days may be granted, upon written request, by the HR Office.

Section 5.10 Pay Period

The employees' pay period shall be bi-weekly for the previous weeks of work in accordance with the Fair Labor Standards Act. Employees hired before August 1, 2022, may be paid over twenty-one (21) or twenty-six (26) bi-weekly pay periods. Employees hired after August 1, 2022, will be paid over twenty-one (21) bi-weekly pay periods if a non-twelve-month employee or twenty-six (26) bi-weekly pay periods if a twelve-month employee.

Section 5.11 Overtime

Prior approval must be granted for overtime work. Authorization for this overtime work must be granted by the employee's immediate supervisor prior to any overtime work being performed, except in emergency situations. Time and one-half will be paid for time worked beyond forty (40) hours per week. Double time shall be paid for all Sundays and holidays worked, regardless of the number of hours worked. Holidays and approved paid time off will be considered hours worked when calculating overtime.

However, an employee and their supervisor may agree to a flextime schedule to avoid exceeding forty (40) hours in one (1) work week. Such utilization of flextime must be utilized within the same work week. If flextime cannot be utilized, an employee will receive overtime pay consistent with federal law. All flextime agreements shall be documented on the employee's timesheet which are then approved by their supervisor before submission to the HR Office.

Employees of BCPS outside the Bargaining Unit or contracted employees shall not deprive employees of the Bargaining Unit of overtime. Employees of BCPS outside of the Bargaining Unit or contracted employees may, however, perform employee of the Bargaining Unit work of an absent employee when no other employee of the Bargaining Unit is available. The Administration shall have the right to deny overtime to an employee of the Bargaining Unit if the overtime work is caused by that employee's absence.

Paraprofessionals and Building Secretaries with students will work during parent-teacher conferences and shall be paid for time worked at their current hourly rate or overtime rate of pay within the pay period of parent-teacher conferences.

Section 5.12 Mileage

An employee directed by the building principal or supervisor to drive their personal auto for the District shall receive car mileage allowance at the present reimbursement rate.

Section 5.13 Vacation Cancellation

Vacations canceled because of the necessary workload shall be rescheduled.

Section 5.14 Released Time-Association President

To the extent that work schedule adjustments are agreed to between the Association President and their immediate supervisor, 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 work week to conduct Association business.

Section 5.15 Longevity

Once an employee reaches ten (10) years of service, the following is used to determine the longevity base for all employees:

Base Salary = Annual Salary + Vacation Salary

For employees employed in this bargaining unit prior to September 1, 2018, a service recognition payment shall be paid for years of service in the District according to the following schedule:

On the 10th through the 14th year of service	9% of Base
On the 15th through the 19th year of service	10% of Base
On the 20th through the 24th year of service	13% of Base
On the 25th through the 27th year of service	14% of Base
On the 28th year of service and thereafter	19% of Base

For employees hired on or after September 1, 2018, a service recognition payment shall be paid for years of service in the District according to the following schedule:

On the 10th through the 14th year of service	7% of Base
On the 15th through the 19th year of service	8% of Base
On the 20th through the 24th year of service	9% of Base
On the 25th through the 27th year of service	10% of Base
On the 28th year of service and thereafter	12% of Base

Service recognition/longevity years shall be determined by the following method:

1. An employee hired during the first half of the school fiscal year, July 1 through December 31, shall have a longevity date as of July 1 of the fiscal year. An employee hired during the second half of the school fiscal year, January 1 through June 30, shall have a longevity date of July 1 of the following fiscal year.

2. 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 (10th) year of service, add nine (9) to the longevity date year. July 1st of that year will be the date when the nine percent (9%) or seven percent (7%) longevity begins.

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

Longevity Payment: Nine percent (9%) or seven percent (7%) beginning on July 1, 2024.

ARTICLE 6 - HOURS OF WORK

Section 6.01 Twelve-Month Employees

Normal work week for employees on a twelve-month assignment shall be forty (40) hours and five (5) days per week.

Executive Assistant	Office Specialist
Administrative Assistant	Executive Specialist
Generalist	

Section 6.015 Summer Schedule for Twelve-Month Employees

The summer work schedule change for twelve-month employees will begin eight (8) workdays after students are dismissed at the end of the school calendar year and run for five (5) full weeks, not including the week of July 4th. For the week of July 4th, schedules will follow Article 22.04.

During this time period, workdays will reflect Monday, Tuesday, Wednesday, and Thursday. Friday will reflect a non-workday. Options for staff to work this four (4) day week will be provided as follows:

- Ten (10) hours per day (forty (40) hours per week) 7 am-5:30 pm with ½ hour lunch
- Nine (9) hours per day (thirty-six (36) hours per week) 7 am-4:30 pm with ½ hour lunch
- Eight (8) hours per day (thirty-two (32) hours per week) 7 am -3:30 pm with ½ hour lunch

If mutually agreed between an employee and their immediate supervisors:

- A summer schedule decreases to thirty-six (36) paid hours a week to allow an employee to work four (4) days of nine (9) hours per day (and four (4) hours not paid).

- A summer schedule decreases to thirty-six (36) paid hours a week to allow an employee to work four (4) days of eight (8) hours per day and take one-half (1/2) vacation days for Friday (and four (4) hours not paid).

Absenteeism will be charged as follows for vacation, earned sick time, personal business, and other absences in which an employees' personal balance is reduced:

- If the employee is working nine (9) or ten (10) hours per day (according to the above schedule options), a charge of one and one-quarter (1.25) days will be allotted for each day taken.
- If the employee is working eight (8) hours per day (according to the above schedule options), a charge of one (1) day will be allotted for each day taken.

Section 6.02 Non-Twelve-Month Employees (Secretarial)

Non-twelve-month employees shall work thirty-seven and one half (37.5) hours per week. However, the normal work week for the positions of Administrative Assistant and Office Specialist shall be forty (40) hours per week. The HR Office, at their discretion, may approve forty (40) hours per week for other positions. The thirty-seven and one half (37.5) or forty (40) hours per week may be flexed within the work week with the agreement of the employee affected and their immediate supervisor (see Article 5.11).

The work year for non-twelve-month secretaries assigned to elementary and middle school buildings, not otherwise staffed by a twelve-month secretary, shall begin ten (10) workdays before students report and shall end five (5) workdays after students are dismissed at the end of the school calendar year.

Elementary Office Associates and Administrative Assistants in buildings without Office Associates will work up to five (5) additional workdays before they are required to report for their regular workdays, in order to perform duties as required by the building administrator. The dates for the additional workdays will be mutually agreed upon with the building administrator. If the employee declines the work, additional workdays may be offered to another employee.

For all other non-twelve-month secretaries, unless otherwise designated, the work year shall begin eight (8) workdays before students report and shall end two (2) workdays after students are dismissed at the end of the school calendar year.

The work year for non-twelve-month administrative assistants assigned to the high/middle school athletic programs shall begin eight (8) workdays before students report and shall end two (2) workdays after students are dismissed at the end of the school calendar year. Five (5) additional paid workdays shall be allotted to be used before students report or after students are dismissed at the end of the school calendar year. Scheduling of these five (5) additional days must have prior approval of the building principal and must be submitted to the HR Office prior to June 30th.

Section 6.03 Paraprofessionals

The normal working day for the Paraprofessionals shall be six and three quarters (6.75) or three and one half (3.5) working hours per day, five (5) days per week, depending on the assignment. Paraprofessionals will report to the Building Principal to whom they have been assigned on the first day all teaching staff are to report in accordance with the school calendar. The work year shall end at the end of the last student day.

Section 6.04 Lunch Period

A non-paid duty-free lunch period of thirty (30) minutes shall be provided, unless a longer duration is scheduled. The scheduling of the lunch period may be adjusted for the convenience of the building.

GSRP AT will receive a daily forty (40) minute duty-free lunch, scheduled flexibly during instructional days based on licensing ratios. If they are unable to take their lunch due to licensing requirements, they will be compensated at their current rate of pay.

Section 6.05 Work Beyond Contract Year

Extra days or hours authorized before or after a regular assignment will be paid at the regular hourly rate of pay.

Section 6.06 GSRP AT

The normal full time GSRP AT assignment shall be at least thirty-seven and one half (37.5) hours per full work week. The school calendar as it relates to GSRP AT's duty shall mirror that of the GSRP AT and will be one hundred eighty-five (185) days or as scheduled.

ARTICLE 7 - WORK LOADS AND ASSIGNMENTS

Section 7.01 Area of Work

Efficient school administration is promoted when employees are working within their area of competence, without excessive or overburdening demands.

Annually, upon the request of the Association, the HR Office shall meet with the Association on or before the tenth student day of the school year to review secretarial staffing in relationship to student enrollment and other building needs as appropriate. As a part of the review, a building visit may be necessary to properly evaluate the above criteria.

Any staffing inequities, mutually identified by the HR Office and the Association in the review, shall be corrected within thirty (30) days, or at a time mutually agreed upon by the parties.

Section 7.015 Special Education Assignments

Currently, all paraprofessionals hired by the District will be assigned to a Special Education position. While working as a paraprofessional, they will receive a minimum of eighteen (18) hours of training per year. If the District requires a paraprofessional to work in a position outside of a Special Education assignment, the District and Association will agree to the details of this position before a person is assigned to that job.

Section 7.02 Emergency Duties

Except in an emergency, a supervisor shall not ask employees to assume the duties of a classroom teacher, a custodian, or a playground supervisor.

Section 7.03 AM/PM Breaks

The workday, for all employees except GSRP AT, shall include a relief period of fifteen (15) minutes, in the morning and fifteen (15) minutes in the afternoon to be used on a daily basis and cannot be accumulated.

Section 7.04 Dispensing Medication

1. Employees will not be required to administer more than emergency First Aid. However, the District shall provide American Red Cross training for First Aid and CPR certification and recertification to any employee requesting such training and willing to be designated as "Emergency First Aid Trained" in said individual's assigned building. Administration may schedule such training either during or outside the employee's assigned hours of work. However, all training outside the employee's assigned hours of work shall be additional paid time in accordance with the compensation requirements contained in Article 5 of this Agreement.
2. The District shall have the option of requiring employees hired after November 1, 1997, to obtain and maintain American Red Cross First Aid and CPR certification as a condition of employment. Such certification and re-certification shall be provided pursuant to paragraph (1) above.
3. Employees, in addition to providing emergency First Aid, may be designated by the building administrator to administer prescribed oral medication to students. The administration of prescribed medications, other than oral medications, may be declined by an employee. However, the parties acknowledge that some prescribed medications, oral and otherwise, may be of an emergency nature (e.g., "epi-pens") and as such would be required pursuant to paragraph (1) above.
4. The District and the Association will review the needs of employees who are required to administer medication, and provide reasonable and appropriate training, equipment, and related materials to ensure safe and efficient medication procedures. If school nurses are no longer contracted by the District, the parties agree to discuss employees dispensing medication to students.

5. Hepatitis B vaccinations shall be provided for those employees who are required by statute to have offered them or to those employees requesting vaccinations who are designated as "Emergency First Aid Trained" in paragraph (1) above.
   Hepatitis B information should be provided to all new employees at their date of hire onboarding.

Section 7.05 GSRP AT Work Loads and Assignments

GSRP ATs are required, according to the State of Michigan Licensing, to hold and maintain CPR Certification and First Aid Training.

ARTICLE 8 - SENIORITY

Section 8.01 Employee Category

The employer and the Association recognize four (4) employee categories. The categories are:

1. **Full-time**: An employee who is employed thirty (30) hours or more per week.
2. **Part-time**: An employee who is employed less than thirty (30) hours per week.
3. **Probationary**: A newly hired employee who is employed to fill a full or part-time position for a trial period of ninety (90) workdays.
4. **Substitute** (for purposes of definition only): An employee who is employed from outside the Unit to fill a full or part-time position on a per diem basis.

Section 8.02 New/Probationary Employees

New employees will be probationary employees until they have been employed and worked ninety (90) workdays. The probationary period will start on the date the employee first reports for work. During this probationary period, said employee may be transferred, laid off or terminated at the sole discretion of the Administration. Probationary employees shall not have the right to bid any vacancy. Upon successful completion of the probationary period, a seniority date shall be established as their first day worked.

Section 8.03 Seniority Determination

Seniority is defined as the length of service within the District as an employee under contract in this Unit. If two (2) or more new employees begin service on the same date, their seniority order shall be determined by the earliest calendar year birthdate.

Section 8.04 Publishing Dates

One (1) District-Wide seniority list of the employees shall be maintained as well as separate seniority lists for specific summer programs as defined in Section 23.01. A copy of the seniority list shall be furnished to the Association as it exists on October 1st and April 1st. Whenever there is a lay-off or recall, the Association shall meet with the HR Office to determine the correctness

of the seniority list to be utilized. Prior to publication of any seniority list, necessary adjustments to seniority and longevity dates will be made.

Section 8.05 Loss of Seniority

Seniority shall be lost for one (1) of the following reasons only:

1. The employee retires or resigns.
2. The employee is discharged for just cause.
3. The laid off employee is not re-employed within eighteen (18) months; or
4. The employee fails to report for three (3) consecutive days without, by the end of the third day, notifying their supervisor of a reasonable excuse for such absence.

Section 8.06 Service to District

Any employee of this Unit who is employed in any other position in the District shall be entitled to retain such rights and seniority as they may have had under this Agreement prior to transfer should they return. If the employee returns to the Unit, longevity credit will be given for service to the District. Procedure for return will be pursuant to the displacement procedure contained in Article 9 of the Master Agreement.

Section 8.07 Part Time Seniority Computation

Any employee hired to a position working three and one quarter (3 ¼) hours per day or less shall earn seniority and longevity credits on the following basis:

2 years' service = 1 year of credit

ARTICLE 9 - DISPLACEMENT PROCEDURE

Section 9.01

In the following instances, an employee is considered displaced:

- A position is eliminated, but the employee is not laid off.
- An employee returns from leave or is recalled from a layoff to a different classification or work year.

In clarification, employees who are displaced pursuant to the definition set forth in this Section 9.01 and have not been placed into a position within the same classification and work year (Section 9.03) will select position(s) during the job bid process according to their seniority. There will not be any "super-seniority" utilized due to the status of being displaced.

Section 9.02

No new employee may be hired to fill a vacancy when a displaced employee meets the minimum skill requirements specified in the job description and accepts the position.

Section 9.03

A displaced employee holding a non-interview position and who meets the minimum skill requirements in the job description shall be placed in the first vacant position in the same job classification and same work year. If no such position exists or if the displaced employee holds an interview position, the employee may elect placement as provided in Section 9.04 or 9.05 below.

Section 9.04 Unassigned

The District shall provide the employee whose position is eliminated the opportunity to work in a position of "unassigned" for no more than an eighteen (18) month period. Also eligible for such a position will be employees who have notified the District that they wish to return to work upon expiration of leave, but for whom no vacancy exists. There shall be one (1) "unassigned" position created for each employee. Such a position shall include all rights under this Agreement.

Section 9.05 Unassigned Rate of Pay

The rate of pay shall continue at the classification of the employee prior to placement as "unassigned." At the end of eighteen (18) months the employee may either:

1. Accept a vacant position in a lower classification with the same or different work year at their current rate of pay, which will be frozen until such time as the present position's rate of pay catches up, or
2. Apply for an unpaid leave of absence, if eligible, or
3. Be treated as a voluntary termination.

An employee who holds a position of "unassigned" must apply and interview for all positions within their same classification and work year.

Section 9.06

A displaced employee shall retain all contractual rights to apply for vacant positions. A displaced employee holding a non-interview position must accept the first vacant position in their original classification and work year, or they will no longer be considered displaced.

If a discontinued position is reinstated within two (2) years following its discontinuance, the employee previously holding such position may apply and shall be given first preference in filling this posted position. After the expiration of this period, the appropriate provisions of the Master Agreement shall prevail.

Section 9.07

If there are two (2) or more employees displaced, return to position shall be offered to the most senior employee first. The phrase "return to position" means return to original classification and original work year.

Section 9.08

Employees are no longer displaced when they:

1. Are selected, placed in or bid a position in the same classification and work year from which displaced.
2. Decline placement to an available position in the same classification and work year from which displaced.
3. Are the successful applicant for a vacant position in any classification and work year.

ARTICLE 10 - REDUCTION OF STAFF—RECALL

Section 10.01 Procedure

In the event of an unforeseen change in student population or other conditions necessitating a reduction of the number of employees of the Unit employed by the District, the following procedure shall be followed.

Section 10.02 Order of Layoff

Employees with the least amount of service according to the seniority list as established in Article 8, "Seniority", shall be laid off first. If there are no vacancies, the number of layoffs shall equal the number of employee positions reduced. The filling of the resulting vacancies shall then be governed by Article 9, Displacement Procedure unless otherwise agreed to by both parties.

The District shall mail employee vacancy postings to laid-off employees at the same time such postings are sent to other employees.

Section 10.03 Association Participation

Association representatives will serve as observers in both the layoff and the rehiring process and in the determination of transfers and assignments that may result from such layoffs or rehires.

Section 10.04 Substitution During Layoff

During the period of reduction, all temporary and substitute positions shall be filled by employees laid off or on a leave of absence under Section 20.08 before new personnel are employed.

Section 10.05 Order of Recall

When there is a vacancy or an increase in the Unit positions following a layoff, the laid-off employee with the most amount of service according to the seniority list shall be the first to be offered re-employment subject to Section 10.02. Such recalled employees must have the necessary qualifications for the position to which they are recalled.

Section 10.06 Layoff Seniority Rights/Benefits

Employees laid off shall not have their length of service broken and shall accumulate seniority subject to Section 8.03, other benefits shall be frozen for their use upon return, subject to the provisions of the Master Agreement in force at the time of their return. If a laid-off employee who is employed by another District in a similar position as they held with the District returns to the District, they shall accumulate experience and advance on the salary schedule accordingly. Subject to Section 10.07, if an employee fails to sign a contract for the position to which they are recalled, within fifteen (15) days from the date the same is received by certified or registered mail, or other method of confirmed delivery (e.g., UPS, FedEx, etc.), their seniority and all other benefits with the District shall terminate.

Section 10.07

In the event that a laid-off employee is employed by another School District, they shall be allowed to complete their contractual obligation for the current semester in that District before returning to the District and shall suffer no penalty.

Section 10.08 Leave of Absence Option

An employee may be granted a voluntary leave of absence under the provisions of Article 20 so as to reduce the number of layoffs.

Section 10.09 Notification Timelines

The notice given pursuant to this Article must be accorded to an employee at least thirty (30) calendar days before the date the employee is laid off. In the event the revenue from either State or Federal sources is reduced or terminated during the budget year, the Association President and an Association Representative shall be immediately notified, and the required notice must be given at least thirty (30) calendar days before the date the employee is laid off.

Section 10.10 Laid-off Employee Substitution for Current Employees

If a need arises and a laid-off employee must be hired as a substitute for an employee currently working, that laid-off employee shall be paid at the first step of the designated classification/grade. Any laid-off employee working in the same position for fifty (50) or more consecutive workdays will be recalled to the District. If it is known that the laid-off employee would be on such assignment for fifty (50) or more consecutive workdays, the recall letter will be issued appropriately at the outset. Laid-off employees with a recall letter shall be entitled to all fringes and other provisions included in the Master Agreement, with the exception of salary.

ARTICLE 11 - TRANSFERS

Section 11.01 Voluntary Transfers

Any employee seeking consideration for employment in another position, or another position outside of this Unit may present their request to the HR Office in writing. Personal conferences will be arranged, and information will remain confidential.

Since Unit transfers are disruptive, the parties agree that transfers are to be minimized and avoided whenever possible. After it is determined that said employee chooses to be moved because of a personal problem, they shall bid for a posted position or "other" when their current position is posted.

Section 11.02 Temporary Transfer

When an employee possesses a skill or knowledge of a position other than their own, the employee may be temporarily transferred with employee's consent by the HR Office to a short time need position for a maximum of thirty (30) workdays unless extended with mutual agreement by both the District and the Association.

Section 11.03 Involuntary Transfer

The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible and shall take place only when regular procedures cannot resolve the situation.

Any proposed involuntary transfer for a reasonable or just cause shall be discussed and agreed upon with the Association prior to its implementation.

At least six (6) workdays prior to the actual transfer, the affected employee and the Association will be notified, in writing, of the effective date of transfer.

Section 11.04

The District will not conduct testing within a lateral transfer for a secretarial classification listed below. However, if an employee is applying for one (1) of these secretarial positions, the District reserves the right to test the employee if no testing data is on file. The District does not have the right to test the employee if their application results from an involuntary transfer to a position within the same classification or to a classification requiring fewer qualifications.

Secretaries referred to in the preceding paragraph are listed below:

CLASSIFICATIONS

Executive Specialists	Office Specialists
Executive Assistants	Office Associates
Administrative Assistants	Generalists

Document Ref: JPQEY-MHT8Q-6D46M-LIFFU

ARTICLE 12 - JOB CLASSIFICATION AND DESCRIPTIONS

Section 12.01 Job Descriptions

The Association and the District shall negotiate rates for any current or newly created classification or positions.

A job description shall stipulate:

1. Minimum qualifications.
2. Overview of the general duties for a given position.

The District shall request the assistance of the Association in the creation or modification of the general duties of a position. For newly created or modified positions and/or classifications, the District shall provide the Association with either the original job description and revised job description or draft of the new job description and within ten (10) workdays or an agreed upon meeting time from the Association's receipt of the documents; the parties shall meet to discuss. Following the discussion and any modification of the job descriptions, the District shall provide the Association with the final job description within thirty (30) workdays.

Section 12.02

1. The District and the Association agree that positions should be appropriately classified for the purpose of compensation. The Association may call the District's attention to a particular position where inequities appear to exist. When it is apparent that the duties and responsibilities required of a position are substantially similar to the duties in a higher classification, said position is subject to the Reclassification Process.

   Reclassification meetings shall be held as needed. Within thirty (30) workdays, the final determination of the reviewed positions will be made, and the affected employee shall be notified of that decision within five (5) workdays following the determination.

2. Should a reduction in classification occur, the District shall provide evidence to the Association demonstrating the propriety of this action. Any employee holding such a position shall be allowed to maintain that job. The employee shall be paid the higher rate of pay for a period of one (1) year unless said employee chooses to bid out of that position.

ARTICLE 13 - JOB DESCRIPTION/EVALUATIONS

Section 13.01

Employees shall be evaluated annually before the end of the school year by their immediate supervisor. However, employees may receive subsequent evaluations to monitor the progress of the "Plan for Development" during the evaluation year if such a plan is provided by the evaluation.

Section 13.02

In the event the District deems it necessary to revise or update job descriptions (consistent with Section 12.01), the evaluation form, or evaluation process, the changes shall be formed in consultation with the Association's Personnel Relations Committee (PRC).

Administration shall develop all evaluation forms, processes, and tests, with reasonable notice to and consent from the Association. The Administration shall distribute the evaluation forms and any revisions thereof to all employees.

Section 13.03 GSRP AT Evaluation

GSRP AT will be evaluated in accordance with Michigan Department of Education or the equivalent agency's requirements.

ARTICLE 14 - RECLASSIFICATION

Section 14.01

The District shall have the right to test any employee who requests their position to be reclassified (e.g., from Grade 12 to Grade 13).

Section 14.02

A reclassification is a change in an employee's current grade level.

A job classification review for possible reclassification is initiated by an employee. Requests for reclassification may only be made by an employee who has worked in their current position for a period of time equivalent to one (1) work year (e.g., 10 months or 12 months).

Section 14.03

The job classification plan adopted by the District and ratified by the Association shall form a basis for the review of job classifications and requests for reclassification.

Section 14.04

A Job Classification Committee ("Committee") is established to address requests for job reclassification. The Committee shall consist of three (3) Association members and three (3) District representatives. At least one (1) Association member of the PRC shall serve as a member of the Committee. The Committee will meet once per semester.

Section 14.05

In order to facilitate the review process, the employee shall complete a position analysis questionnaire as provided by the District. The questionnaire shall be accompanied by a written statement setting forth the duties which have changed since the last job reclassification, or the date of the plan referred to in Section 14.03. The statement and the questionnaire shall be submitted to the HR Office and copied to the Association President fifteen (15) workdays prior to the scheduled Committee meeting.

Section 14.06

The HR Office shall forward the questionnaire to the Committee within five (5) workdays of its receipt. The Committee shall be responsible for investigating the request including, at a minimum, an interview with the applicant and their immediate supervisor. Upon completion of the investigation and the Job Classification Committee meeting, the Committee shall forward its recommendation to the HR Office, such recommendation to reflect the support of a majority of the Committee. The Committee shall submit its recommendation within ten (10) workdays of the Job Classification Committee meeting.

Section 14.07

The HR Office shall, within ten (10) workdays for the receipt of the recommendation, accept the recommendation, request additional information, or commendation. In the event of a request for additional information, the Committee shall have ten (10) workdays to respond to such requests.

Section 14.08

In the event the recommendation for reclassification is rejected, the HR Office shall provide a written statement to the Committee within ten (10) workdays as to the basis for such decision. Such a decision is subject to the Grievance procedure as set forth in Article 19.

Section 14.09

In the event the recommendation for reclassification is accepted, the employee's grade level change shall be effective on the date such application is received by the HR Office and revised job description shall be submitted to the Job Description Committee.

Section 14.10

In the event a reduction in classification occurs as a result of a modified job description, the District shall provide evidence to the Association within ten (10) workdays demonstrating the propriety of this action, including use of the position analysis questionnaire format to reflect the change duties of the position. Any employee holding such a position shall be considered displaced, and the procedure outlined in Article 9 will control.

Section 14.11

In the event a recommendation for reclassification is accepted by the Association and the HR Office, the grade level change shall apply to all identical positions.

Section 14.12

The following roles will not be subject to the reclassification process in the above Article 14.

Human Resources Generalist	Pupil Accounting Generalist
Finance Generalist	GSRP AT

ARTICLE 15 - VACANCIES

Section 15.01

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

All new employees will be hired through an interview process, which will include any testing required by the District.

GSRP AT will be interviewed in accordance with Michigan Department of Education or the equivalent agency requirements.

A non-association employee temporarily assigned to an interview position shall not have the right to interview for said position when that interview position becomes vacant. If no Association member is selected to fill the vacancy, then the non-association employee may interview for the vacancy.

If a posted position is eliminated before being filled but is later reinstated, that position shall be reposted.

Section 15.02

Whenever any Unit vacancy occurs in an interview position, it shall be posted within fifteen (15) workdays. Each employee shall be notified of the vacancy. Written notification will go out to any employees who are on leave or laid off. An “email posting” will go out to employees during any period when school is not in session. The vacancy will also be posted electronically on the District’s website. It is the employee’s responsibility to notify the District of any change of information. This will be considered as the complete process and satisfies the District’s obligation to notify employees.

Section 15.03

A vacancy shall be staffed by a current employee, whenever possible, who applies for and meets the qualifications for the position. The District shall consider current employee's qualifications including, but not limited to, training, extent of experience, and demonstrated ability.

If, after due consideration of the above, the District feels it is necessary to interview candidates from outside of the Association in order to fill a vacancy, the HR Office shall provide notice of such intent at least three (3) working days prior to undertaking such outside interviews. Upon request of the Association, the HR Office shall meet with the Association's Personnel Relations Committee (PRC) to discuss the reason for the decision and allow an opportunity for input and discussion. Any specific information pertaining to an individual employee's application shall only be shared upon receipt of a signed release from such individual.

Section 15.04

The Association shall be notified of any temporary position in the bargaining unit prior to its being filled.

Section 15.05

No temporary position may be established that will exceed thirty (30) workdays unless the Association and District agree.

Section 15.06

If fifty percent (50%) or more of a full time (1.0) position is changed or if a part-time position is increased, the resulting position shall be a vacancy and shall be posted. A position which is reduced (e.g., full time to half time; twelve-month to non-twelve-month) is not a vacancy.

If alterations to a secretarial position are considered, the Association and District will meet to assess the classification of the new position. The alteration cannot occur until classification is agreed upon.

Section 15.07 Orientation

A newly hired employee or an employee who transfers or is transferred to a new position shall be provided with a mentoring process to transition into their new position. This mentoring process will be developed jointly by the Association and the HR Office.

If said employee believes additional orientation is required, a written request can be made to the HR Office or supervisor for additional hours of orientation of a reasonable duration.

The request shall be in writing and shall identify the areas of responsibility for which additional orientation is requested.

ARTICLE 16 - BID PROCEDURES

Section 16.01 Job Posting Chronology

1. Identify the vacancy.
2. Vacancies (other than those identified as "interview positions" (below in 16.04)) shall be filled on the bid dates as set forth in this section.
3. The bid dates for staffing posted vacancies shall be the last Thursday in July each year. If a clerical bid vacancy occurs during the school year, a bid will be held within fifteen (15) workdays of the vacancy. If a position becomes vacant within thirty (30) calendar days before the end of the school year, the position shall be posted on the July bid.
4. Positions vacant prior to any bid date shall be available for all eligible staff to bid on based on seniority and qualifications. The District shall provide the employees with a list of vacancies not less than ten (10) workdays prior to the scheduled bid date. Any vacancies occurring after the list is distributed shall be posted at the start of the bid.
5. The bid process shall proceed pursuant to the following procedures:
    a. **Phase One**: All employees shall have rights to, and shall remain in, their current assignment if available.
    b. **Phase Two**: Positions open, as reflected in the vacancy list and as posted on the date of the bid, will be selected by employees by seniority and qualifications.
    c. **Phase Three**: Remaining openings after Phase Two shall be selected by employees by seniority and qualifications. This phase shall be repeated until no employee wishes to select an opening.
6. In Phase Two and Three, an employee must be qualified for a position selected.
7. There can be no trading of positions by employees.
8. Positions will be listed by classification, grade, and building. Positions that are listed may not be modified by the selecting employee.
9. If an employee cannot be present on a scheduled bid date, a written proxy may be submitted to the HR Office five (5) workdays before the bid date.

Section 16.02

The "posting" letter to all members shall include, but not be limited to, the following information:

1. Classification/Job Title
2. Building/Immediate Supervisor
3. Requirements and qualifications for the position
4. Hours per day
5. Starting time
6. Interview or non-interview position

Document Ref: JPQEY-MHT8Q-6D46M-LIFFU

Section 16.03

During any posting period, regular or other, employees interested in any announced vacancy are encouraged to visit the work site to discuss the particulars of the job with the administrator prior to submitting their bid.

Section 16.04

Vacancies are of two varieties:

1. **Interview Positions:**
   All the following positions shall be filled via the interview process:

Generalist	
Executive Specialist	Grade 15
Executive Assistant	Grade 14
Administrative Assistant	Grade 13
Office Specialist	Grade 12

2. **Non-Interview Positions:**
   - Non-interview positions shall be filled via qualifications, seniority, and the bid process.
   - Paraprofessionals hired into positions unfilled during the bid process will have rights to their position.
   - Paraprofessional positions created or vacated after the bid date will be considered vacant during the next year's bid process. Employees temporarily filling these positions will not have rights to retain them.

Section 16.05

Candidate selection for interview positions shall be based upon skill, competence, qualifications, background, length of service, and other relevant factors, and no single factor shall be considered solely prime.

For vacancies requiring an interview, the administrator shall be involved in the interview process. The administrator shall be allowed to have input in the selection of that employee who is qualified to perform the duties. From the interviews, the administrator shall recommend to the HR Office those candidates most qualified and acceptable who can best fulfill the position as stated in the specific job description and areas of responsibilities as outlined by the interviewing administrator. Final placement shall be made by the HR Office.

Section 16.06

Once a vacancy has been filled, a letter of award will be sent to the individual listing the specifics of the job with copies being sent to the Association President. This notification will be no later than fifteen (15) workdays from the date of hire or transfer. The award letter shall contain:

1. Classification.
2. Job Title.
3. Step.
4. Building.
5. Immediate Supervisor.
6. Twelve or non-twelve-month.
7. Hours per day; and
8. Rate of pay.

Section 16.07

Vacant positions identified as "interview" positions shall be filled at the discretion of the District. Any such vacancy shall be posted to the employees for a period of not less than five (5) workdays unless otherwise agreed to by both parties. Following the close of the posting, the District may schedule interviews and award the position accordingly.

Any vacancy resulting from the awarding of an interview position to an employee shall be filled pursuant to procedures contained in this section for interview and non-interview positions. To the extent possible within the timelines provided, any vacant interview positions shall be filled prior to a scheduled bid date to provide that all vacant positions are available for bid.

Section 16.08

An employee who resigns from a position shall not be allowed to bid for that same position on the resultant posting.

ARTICLE 17 - EMPLOYEE PROTECTION

Section 17.01

The District recognizes its responsibility to give all reasonable support and assistance to employees with respect to an emergency situation which involves discipline, first-aid, etc. The District shall receive and consider any duty alleged grievance concerning insufficient administrative backing and support of the employee. The District recognizes that it is not feasible for office support personnel to assume the responsibility for instruction. Paraprofessionals do not present initial instruction, but only reinforce instruction presented by the classroom teacher.

Section 17.02

Any case of assault upon an employee shall be promptly reported to the principal or the designated representative. If the employee acted within District policies and the law, the District will provide (District selected) legal counsel, at no expense to the employee, to advise the employee of their rights and obligations with respect to the assault and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

Section 17.03

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 is permitted under the Michigan School Code, unless it is determined that the employee has acted in a grossly negligent manner, or inconsistent with District policies or the law.

Section 17.04

Serious complaints directed toward an employee shall be promptly called to the employee's attention by their immediate supervisor.

Section 17.05

Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to a person or property.

ARTICLE 18 - DISCIPLINE

Section 18.01

No employee shall be disciplined (including warnings, reprimands, suspensions, reduction in rank or professional advantage, discharges, or other actions of a disciplinary nature) without just cause. Discipline of personnel under the provisions of this Agreement will be conducted in accordance with the basic concepts of due process. Any such discipline shall be subject to the grievance procedure. A copy of the written disciplinary action given to the employee will also be given to the Association President and an Association Representative. Any complaint made against an employee shall be promptly called to their attention and a corrective procedure given to them.

Section 18.02

An employee shall be entitled to have an Association representative present during any disciplinary action.

Section 18.03

All disciplinary action shall be placed in the employee's personnel file.

1. Each employee shall have the right to review, upon request, the contents of their own personnel file, excluding pre-employment data. Each employee may have a representative of the Association accompany them in such review. The review will be made in the presence of the HR Office.
2. Each employee shall have the right to submit a written notation regarding any material in the personnel file and have it attached to the material.
3. The signature of an employee upon any material placed in their personnel file merely indicates their awareness of the material placed in their file.
4. The placement of any adverse material in any personnel file, or its contents, is subject to the grievance procedure according to the rules of the Master Agreement.

Section 18.04

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 MCL 380-1230b shall be exempt from this provision.

ARTICLE 19 - GRIEVANCE PROCEDURE

Section 19.01 Definitions

A Grievance: A claim based upon an inequitable application of established policy or an alleged violation, misinterpretation, or inequitable application of the terms of this Agreement.

An Employee: This shall include any individual or group of individuals within the Association covered by this Agreement.

A Party of Interest: This is the person/persons, or the Association making the claim and any person who might take action or against whom action might be taken in order to resolve the grievance.

Grievance Committee: This is a group to whom the aggrieved member turns, before a formal grievance may be filed. This committee shall be made up according to the Association Bylaws. In the event any member of said committee is a party of interest to any grievance brought, the employee shall disqualify themselves and shall be replaced by the Association. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. These proceedings shall be kept as confidential as may be appropriate at the level of such procedure. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of administration, and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment.

Administrative Representative: This shall be the Building Principal or Immediate Supervisor when a particular grievance arises in one (1) building. The Superintendent shall designate the Administrative Representative when a particular grievance arises in more than one (1) building.

Association Representative: This may be the Association President, MEA Representative, and/or Building Representative where confidential treatment of the complaint will be maintained.

Adjustment of the Grievance: In the case of an Association grievance dealing with more than three (3) persons, the affected employees shall choose up to three (3) representatives from among the parties of interest to attend the grievance hearings.

Section 19.02 Informal Procedures

The number of days indicated in each Level as set forth below is considered to be a maximum and the failure of the employee and/or Association 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 an Administrator, at any step, to communicate their decision to the party of interest within the specified time limits shall permit the employee and/or the Association to proceed to the next step. All time limits may be extended by mutual agreement in writing.

Level I: The grievant or representative must file the grievance, in writing, with the Building Principal or Immediate Supervisor within fifteen (15) workdays of the alleged infraction from the time the grievant had knowledge, or reasonably should have had knowledge, of the facts giving rise to the grievance. A decision shall be rendered, in writing, within ten (10) workdays of receipt of the same.

If the grievance involves a similar concern in more than one (1) location, it may be filed by the Association at Level II withing fifteen (15) workdays of the alleged infraction from the time the Association had knowledge, or reasonably should have had knowledge, of the facts giving rise to the grievance.

Level II: In the event the disposition is not satisfactory to the grievant and/or the Association, the grievance shall be filed, in writing, with the HR Office of the decision at Level I.

Within ten (10) workdays of receipt of the grievance, the HR Office shall meet with the Association Grievance Chairperson, Association Representative, the Association President and the grievant or grievants (with a limit of three (3)) in an effort to resolve the grievance. A decision will be rendered by the HR Office within five (5) workdays of said meeting. The Association and grievant(s) shall then be furnished with a written copy of the decision.

Level III: If the decision reached at Level II is not satisfactory, the Association may, within fifteen (15) workdays, submit the grievance 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 arbitration proceeding any issues which have not been set forth by the end of Level II. 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 at 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 of a grievance arising from the language of this Agreement, or an alleged breach thereof will be final and binding, and shall comply with the Michigan Uniform Arbitration Act, PA 71 of 2012.

Section 19.03 Miscellaneous

During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be private, and any preliminary disposition will not be made public without the agreement of all parties.

There shall be no reprisals of any kind by administrative personnel taken against any party in interest of the Association Representative, any member of the Grievance Committee, or any other participant in the procedure set forth herein by reason of such participation.

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Association President so as to facilitate operation of the procedures set forth herein.

If any employee for whom a grievance is sustained shall be found to have been unjustly discharged or disciplined, they shall be reinstated and given full reimbursement of all professional compensation and fringe benefits lost and their personnel file cleared if the arbitrator rules that such actions are proper.

If a grievance is filed, which is left unresolved until the beginning of the following school year could result in irreparable harm to a party of interest, the time limits set forth herein shall be reduced so that the grievance procedure may be accelerated. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution under the terms of this Agreement.

Paid, released time with no loss of benefits shall be provided to any employee who is called to testify at and/or engaged in any grievance, including arbitration concerning the District.

ARTICLE 20 - LEAVE OF ABSENCE

Section 20.01

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 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.
        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 whom 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.
      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.

3. One (1) personal business day will be granted on both July 1 and the start of the second semester. Personal business days do not accumulate but may be rolled over to each employee's earned sick time bank if not used by June 30.
   Two (2) days per work year for all employees to conduct personal business which cannot normally be handled outside school hours. A personal business day cannot be used the day before or after a holiday or vacation period, the first or last day of the school term, or November 15th, except with justification, in writing, to the HR Office. Their decision on justification will be final.

Section 20.02

Leaves of absences with pay not chargeable against earned sick time allowance shall be granted for the following reasons:

1. **Bereavement Leave**: A maximum of three (3) workdays to attend services or grieve for a death in the immediate family; spouse, father, mother, children, sister, brother, father-in-law, mother-in-law, grandchildren, grandparents. Up to an additional three (3) workdays of accumulated earned sick time may be granted at the discretion of the HR Office.
2. **Funeral Leave**: One (1) workday for the death of a person whose relationship to the employee warrants such attendance, upon approval by the HR Office.
3. **Jury Service**: When paid for jury duty, the employee shall keep the check issued by the Court and will be paid the difference between jury pay and the employee's regular daily rate, exclusive of overtime.
4. Court appearance as a witness in any case connected with the employee's employment or the District or whenever the employee is required to attend any proceeding.
5. One (1) workday to take the selective service physical examination.
6. A maximum of three (3) workdays for emergency purposes may be granted by the HR Office.

Section 20.03

Any employee whose personal illness extends beyond the period compensated under Article 21 shall be granted an unpaid leave of up to four (4) years. This employee shall return with all seniority enjoyed at the time the leave was granted and shall be assigned to the appropriate step on the salary schedule. Leaves of absence without pay do not include benefits. Medical benefits are available to purchase through COBRA. The employee must contact the HR Office to initiate the process.

Section 20.04

Employees shall be granted no more than five (5) dock days every three (3) years (e.g., March 24, 2025—March 24, 2028). The dock days shall be granted contingent upon the exhaustion of all applicable paid absence days (e.g., vacation, personal) provided for in the Master Agreement; and

Additional dock days beyond the above may be granted at the discretion of the HR Office for extraordinary opportunities or for emergency circumstances beyond the paid leaves of absence provided for in the Master Agreement.

The decision of the HR Office denying any additional dock days shall not be subject to the grievance procedure.

Section 20.05

Upon application, leave of absence without pay 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 that employee had that employee remained in active service with the District, provided, however, that such employee shall make written application for re-employment within ninety (90) calendar days after discharge for the Peace Corps. The employee shall return with seniority and earned sick time accumulations enjoyed at the time leave was granted.

Section 20.06

Employees covered by this Agreement who are officers of the National, State, or Local Association or who are appointed to its staff shall, upon written application, be given a leave of absence for one (1) year without pay for the purpose of performing duties of said Association. Extension may be granted by the HR Office. Upon return, they shall receive credit toward annual salary increment on the schedule appropriate to their rank and shall accumulate seniority. Earned sick time accumulation enjoyed at the time the leave was granted shall be retained.

Section 20.07

An employee may apply and be granted an unpaid health leave up to one (1) year when that employee's health or the health of a member of the immediate family (which shall be interpreted as father, mother, husband, wife, child, sister, brother, father-in-law, mother-in-law, or dependent of the immediate household residence) warrants it. At the end of said leave, the employee must either return or resign, in writing, unless a special extension, in writing, is granted by the HR Office. The employee shall return with all seniority and earned sick time accumulation enjoyed at the time the leave was granted.

Section 20.08

An employee whose position is discontinued may apply for up to one (1) year leave of absence without-pay in lieu of accepting another assignment without loss of seniority rights or accumulated earned sick time. Any employee taking such a leave must indicate, in writing, their desire to return at least sixty (60) calendar days prior to the termination date of the leave.

Section 20.09

An employee may take a leave of absence without pay at the time of a lay-off in order to reduce the number of employees being laid off without loss of seniority rights or accumulated earned sick time. The leave will terminate when employees are recalled according to Section 10.05. This leave may be extended unless all employees have been recalled.

Section 20.10

Professional Study: Any employee may be granted an unpaid leave of absence no to exceed one (1) year, upon written application to the HR Office. This leave may be extended up to two (2) years upon written request and with written approval of the HR Office. Applications for such leave shall be filed at least sixty (60) calendar days prior to the effective date requested, if at all possible. An employee requesting the leave shall submit an outline of specific plans to the immediate supervisor for consideration in making a recommendation to the HR Office. The employee shall return with all seniority and earned sick time accumulation enjoyed at the time the leave was granted.

Section 20.11

An employee elected or selected for full-time public office which takes that employee from duties with the District, shall upon prior written request, receive a leave of absence without pay for the term of such office or two (2) years, whichever is less. Unless the employee returns within the time limit specified, the leave of absence shall terminate unless it has been renewed for a specific period with the written approval of the HR Office. The employee shall return with all seniority and earned sick time accumulation enjoyed at the time leave was granted.

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 20.12

Employees shall be granted up to one (1) year of unpaid child-rearing leave. Extensions shall be granted for each of the four (4) succeeding years upon written application to the HR Office. An employee adopting a child may receive similar leave which shall commence upon entry of an order terminating the right of the natural parents by the probate court. An employee returning from leave provided in this paragraph shall be placed on the appropriate step of the salary schedule from which that employee went on leave and shall return with seniority and earned sick time accumulation enjoyed at the time leave was granted. If an employee wishes an extension or desires to return to work, notice must be received, in writing, by the HR Office at least sixty (60) calendar days prior to the termination date of leave.

Section 20.13

An unpaid leave of absence for no less than three (3) months and up to one (1) year shall be granted upon application to the HR Office for any reason important to the employee, individuals accepting employment outside of the District are not eligible for this leave. The employee shall return with all seniority and earned sick time accumulation enjoyed at the time the leave was granted. If an employee wishes an extension or desires to return to work, notices must be received, in writing, by the HR Office at least sixty (60) calendar days prior to the termination date of leave. Extensions will be granted at the discretion of the HR Office. This provision may only be utilized once every five (5) years.

Section 20.14

The District has no obligation to guarantee the return of any employee to a specific building or previous position at the conclusion of a period of absence exceeding one (1) calendar year. However for any employee on Section 20.13 leave of absence, the District has no obligation to guarantee the return of the employee to a specific building or previous position at the conclusion of a period of absence exceeding three (3) calendar months. Job postings will continue to be sent during this period of time. Employees requesting to return to work shall be offered the first position available in compliance with Article 25.

Section 20.15

A "calendar month" ends in the following month on the date prior to the date of the previous month regardless of the number of days in the month or the number of months involved. The following are examples of calendar months:

One (1) calendar month:	March 1—March 31
	April 1—April 30
	March 11—April 10
Two (2) calendar months:	February 12—April 10
Three (3) calendar months:	February 12—May 11

Section 20.16

The above-mentioned sections shall only apply to all employees who have successfully completed their ninety (90) workdays probationary period except for Sections 20.01 and 20.02 which shall be effective immediately.

Section 20.17

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. The employee shall be restored to the same or equivalent position, if available, and shall be given the benefit of any increments and

accrued seniority, provided however, that employee shall make application for such re-employment within ninety (90) calendar days after discharge from the Armed Forces and provided further, that employee reports for their assignment immediately following such discharge from service and shall return with earned sick time accumulation enjoyed at the time leave was granted.

Section 20.18

An employee holding a non-Bargaining Unit position with the District is not considered to be on a leave of absence from the District. It is understood that the employee's status is governed by Section 8.06 of the Master Agreement.

An employee who is employed in a non-Bargaining Unit position by the District, and who returns within ninety (90) calendar days, shall have the right to return to the same assignment that the employee was assigned, if the assignment still exists.

ARTICLE 21 - EARNED SICK TIME AND SICK LEAVE BANK

Section 21.01

The use of earned sick time to cover the absence of an employee from school is outlined in Article 20.01.

Section 21.02

Six (6) workdays of earned sick time will be granted on July 1 and at the start of second semester for non-twelve-month employees. Twelve-month employees will be granted seven (7) workdays of earned sick time on July 1 and at the start of the second semester. Earned sick time will be available to employees on the District's digital platform. Accumulation of earned sick time shall be unlimited.

Section 21.021 GSRP AT Earned Sick Time

GSRP AT employees will receive twelve (12) earned sick time workdays per year. Accumulation of earned sick time shall be unlimited.

Section 21.025

A stipend payment of one hundred dollars ($100.00) shall be made for each semester to members who have not had more than three (3) workdays of absence. Days off due to union business, allotted vacation days, paid non-workdays, and three (3) bereavement workdays for the death in the immediate family do not count as an absence in this regard. The payment shall be made within thirty (30) calendar days after the end of each semester. Employees will be notified by email before receiving their payment.

The first semester will begin on the first day of school for students and end at the close of the semester. The second semester will start on the first day of the second semester for students and conclude on the last student day of the school year.

Should a situation occur that provides more than one (1) student calendar, the Association and the District agree to discuss the impact pursuant to this section of the Master Agreement.

Section 21.03

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 benefits (including sick leave bank) are exhausted. If the employee is still disabled by compensable illness, they will continue receiving Workers' Compensation insurance only for the duration of the disability. FMLA leave shall run concurrently with Workers' Compensation leave.

Section 21.04 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 procedures. The following Sick Leave Bank was established for the BCESP and BCPSMPA. Each employee covered by this Agreement (except for GSRP AT), 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.
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. If 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 BCPSMPA 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 21.05 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 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.

ARTICLE 22 - VACATIONS, PAID NON-WORKDAYS, AND HOLIDAYS

Section 22.01

Vacation days for twelve-month employees are earned and taken in the same fiscal year (July 1 through June 30).

Section 22.02

Vacations will be granted to twelve-month employees as follows:

1. Employees within their first year of service to the District shall receive twelve (12) days of paid vacation, which shall be prorated based on actual days worked.
2. After one (1) year of service to the District ending on June 30, which is determined by adding one (1) year to the longevity date year, fifteen (15) days paid vacation at current rate of pay, excluding overtime.
3. After the fifth full year of service to the District starting July 1, which is determined by adding five (5) years to the longevity date year, each employee shall receive one (1) additional vacation day per year until employees reach a maximum of twenty-five (25) paid vacation days.
4. Annually, twelve-month employees will have the option to carry over up to five (5) vacation days, to cover summer Friday non-workdays, through written request to the HR Office by May 31.
5. Vacations may be split into one (1) or more weeks, one (1) day at a time, and at a time chosen by the employee, providing that such scheduling does not interfere with the operation of the department concerned.
6. When a holiday is observed during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

Section 22.03

Paid non-workdays will be granted to non-twelve-month employees as follows:

1. Employees within their first year of service to the District shall receive ten (10) paid non-workdays, which shall be prorated based on actual days worked.
2. After the first school year in the District, employees receive eleven (11) paid non-workdays at the current rate of pay, excluding overtime.
3. After the fifth full year of service to the District starting on July 1, which is determined by adding five (5) years to the longevity date year, each employee shall receive one (1) additional paid non-workday per year until a maximum of fourteen (14) paid non-workdays at current rate of pay, excluding overtime.
   Paid non-workday periods will correspond with Winter and Spring Recesses and non-session periods set in the school calendar. Should allotted paid non-workdays not be paid out prior to the end of the school year, said days shall be paid for at the regular daily rate of pay, exclusive of overtime, on or before June 30.

Section 22.04

Paid holidays shall be:

- Labor Day,
- Thanksgiving Day,
- Christmas Day,
- New Year's Day,

Document Ref: JPQEY-MHT8Q-6D46M-LIFFU

- Memorial Day, and
- July Fourth, twelve-month employees, or employees working summer school that week.

If Christmas Day, New Year's Day, or July Fourth occur on Saturday, the Fridays before shall be observed as the paid holidays; if they occur on Sunday, the Mondays after shall be observed as the paid holidays.

The following days shall be paid as Holidays:

- Wednesday before Thanksgiving Day,
- Friday following Thanksgiving Day,
- Good Friday,
- Monday following Easter Sunday,
- For twelve-month employees only—The day before a July Fourth which falls on a Tuesday or Friday OR the day after a July Fourth which falls on a Monday, Wednesday, or Thursday.

The day before or after Christmas Day and New Year's Day as follows:

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

- Sunday, the Tuesday after Christmas, and Friday before New Year's Day.
- Monday, the Tuesday after Christmas, and Friday before New Year's Day.
- Tuesday, the Mondays before.
- Wednesday, the Tuesdays before.
- Thursday, The Fridays after.
- Friday, the Thursdays before; and
- Saturday, the Thursdays before.

If one of the holidays or paid non-workdays is scheduled on a student day, the District and the Association will reschedule it to a different non-student day before the last student day.

Section 22.05

Upon resignation in accordance with Section 25.01, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, twelve-month employees shall be paid for unused vacation allowance at the rate of pay received by the at the time the allowance was earned, unless dismissed for just cause.

Section 22.06

Extension of the time beyond the entitled vacation period must be requested in advance, recommended by the Immediate Supervisor, and approved by the HR Office, shall be taken at the individual's own expense, and shall not be drawn from personal business, vacation, earned sick time, or any other paid leave time.

ARTICLE 23 - SUMMER POSITIONS

Section 23.01

If a summer position becomes available due to summer school, enrichment programs, GSRP, or similar initiatives, the openings must be advertised in accordance with Article 15. Job descriptions may include special provisions required by federal regulations to secure grant funding. The Association will be informed of these provisions, and postings will specify any special requirements in alignment with the specific grant. These positions will be offered first to employees. The deadline for posting such openings shall be no later than June 1.

1. Employees are awarded summer positions before applicants outside the unit.
2. If an individual school building elects to extend the school year or begin the school year early, the employees in that particular building shall have first rights by District seniority for such school year extensions. This article does not apply to District-wide summer programs, which shall be staffed using number three (3) below.
3. Seniority for specific summer programs is accumulated on the number of summers worked in the specific programs. If seniority in a specific program has not been established or if a tie exists, seniority will be determined by District seniority.
4. Seniority in a summer program is lost if an employee does not apply for available positions. Seniority is not lost if the employee applies for a leave of absence or is not hired because of a lack of positions.
5. GSRP AT will maintain a District seniority list specifically for their summer programs.

Section 23.02

1. Compensation for summer positions shall be paid at the appropriate rates as defined in Appendix “A”.
2. Requirements for summer positions shall be described in the “Summer Job Posting”.
3. Awarded positions by classification (e.g., Paraprofessionals—Grade 10) will be at entry level rates unless the employee is currently on step 5 and/or a higher step.
4. Rates of compensation shall not change during the length of a summer program.
5. Regular sick leave and paid holiday benefits will be available to regular employees.

Section 23.03

- Employees shall not be in direct charge of more than fifteen (15) pre-school students without a supervising teacher present except in an emergency.
- A GSRP AT who covers in the absence of a GSRP Lead Teacher will be paid at twice their hourly rate.

Section 23.04

In the event an employee is laid off after being hired to work in a summer program, such an employee shall receive a written notification of said lay off at least forty-eight (48) hours prior to the effective date of the layoff.

Section 23.05 Medical Exams for Summer Programs

The District shall pay half (1/2) the expense of any required medical examination to all employees hired for the summer program. The HR Office will select the provider of the medical examination.

ARTICLE 24 - INSURANCE PROTECTION

Pursuant to the authority set forth in Section 617 of the School Code of 1965, as amended, the District agrees to furnish all employees covered by this Agreement the following insurance protection paid for by the Board of Education.

Section 24.01

The District shall provide a fully funded amount of forty-five thousand ($45,000) dollars in group term life insurance plus forty-five thousand ($45,000) dollars AD&D for each employee in the Bargaining Unit.

Section 24.02

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

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

Any premium or deductible for the HSA Plan, above 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. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ. Employees may contribute, through payroll deduction and electronic transfer, additional money toward their HSA, up to the maximum amounts allowed by Federal Law.

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

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.

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

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.

Document Ref: JPQEY-MHT8Q-6D46M-LIFFU

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

Section 24.03

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 24.01, 24.02, and 24.05 for the duration of Worker's Compensation benefits.

Section 24.04

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

Section 24.05 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 24.06 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 24.07

If an employee is laid off, the group rate fringe benefits in this section shall continue to remain in effect to the extent available through the underwriting company at the employee's expense.

Section 24.08

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

Section 24.09 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) year 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.

ARTICLE 25 - RESIGNATION

Section 25.01

Any employee desiring to resign shall file a resignation form with the HR Office at least ten (10) workdays prior to the effective date.

Document Ref: JPQEY-MHT8Q-6D46M-LIFFU

Section 25.02

Any time except the five (5) workdays immediately prior to the effective date of resignation, the resignation may be reviewed with the HR Office and the employee and withdrawn, if mutually agreeable.

ARTICLE 26 - EMPLOYEE IMPROVEMENT

Section 26.01

The District and the Association recognize the need, desirability, and importance of continuing training and education of employees. The parties agree that self-improvement through additional training and education will directly and indirectly be of significant benefit to the District.

Section 26.02

During PRC Meetings, planned training and professional development will be a planned topic of discussion.

Section 26.03

Employee improvement that is recognized in Appendix "A" includes:

- Earned credit prior to July 1, 2025. This permanent stipend recognizes every twenty (20) earned credits directly related to an employee's position, up to a total of one hundred (100) credits.
- One dollar ($1.00) an hour additional for:
    - Associates Degree in Early Childhood Education (GSRP AT or Grade 10)
    - Child Development Associate Credential (GSRP AT only)

Section 26.04

It is the responsibility of the individua employee to provide necessary documentation to the HR Office for accounting of degrees and credentials. The HR Office will require three (3) weeks to process the documents. The employee should notice the increase of pay within two (2) pay periods.

Section 26.05

The District shall reimburse the employee all costs incurred, including such items as enrollment fees, tuition, mileage, books, and materials, if attendance at a course or activity is requested by the employee's immediate supervisor, with HR Office approval.

Section 26.06 Tuition Reimbursement

Seven thousand five hundred dollars ($7,500) shall be provided each fiscal year to reimburse employees for tuition costs for courses successfully completed (credit earned) during the fiscal year according to the following procedure:

1. GSRP AT are excluded from this tuition cost reimbursement program as long as they qualify for tuition cost reimbursement from the Bay-Arenac ISD tuition cost reimbursement program.
2. Courses and educational institution providing such courses must be approved in writing by the HR Office prior to the employee's enrollment.
3. Employees shall submit a request for reimbursement for courses successfully taken during the fiscal year on forms provided together with an official transcript of credits. Courses completed between July 1 and December 31 shall be submitted for reimbursement no later than March 1. Courses completed between January 1 and June 30 shall be submitted for reimbursement no later than September 1.
4. Reimbursement to employees for claims made by March 1 shall be made by April 1. Reimbursement for claims made by September 1 shall be made by October 1. Reimbursement shall only be made to employees who are employed in the District at the time of reimbursement with the exception that employees who are laid off shall be reimbursed for courses approved prior to layoff and successfully completed.
5. Three thousand seven hundred fifty dollars ($3,750), half of the annual budget amount, shall be available to reimburse claims submitted by March 1, but no claims shall exceed fifty percent (50%) reimbursement; if fifty percent (50%) of claims exceed three thousand seven hundred fifty dollars ($3,750), reimbursement will be prorated at a lower percentage. The same process will apply to claims submitted by September 1.

ARTICLE 27 - SEVERANCE PAY

Section 27.01

Employees employed in this bargaining unit prior to September 1, 2018, who retire under the provisions of MPSERS (Michigan Public School Employees Retirement System) and have at least ten (10) years of District service shall receive upon retirement:

1. One (1) day's pay for each day of accumulated sick leave for the first ninety-six (96) days. One half (1/2) day's pay for each accumulated sick leave day beyond ninety-six (96) days.
2. Two hundred fifty dollars ($250.00) per year for each year of service in this District after ten (10) years, but not to exceed five thousand dollars ($5,000.00).

In the event of the death of an employee, the beneficiary(ies) of said employee shall receive the severance in this section. The District shall provide a form on which the employee shall designate their Severance Pay Beneficiary(ies).

Hourly rates include all premiums such as longevity.

Employees hired into this unit on or after September 1, 2018, and who retire under MPSERS with at least fifteen (15) years of District service, shall be eligible to receive a payment of thirty dollars ($30) per day for each accumulated sick leave day, up to one hundred twenty-five (125) days.

Section 27.02

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 employee. There is no cash option.

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

Section 27.03

Employees hired before September 1, 2018, 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 after September 1, 2018, are not eligible for this provision.
- A serious illness is defined as any illness requiring more than ten (10) consecutive earned sick time, with physician documentation required.
- For severance calculations, only the days exceeding ninety-six (96) days in the last three (3) years of employment are considered.

Example Calculation:

If an employee used:

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

Days included in severance calculation = 110 – 96 = 14 days

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

Section 27.04

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 as reported on the Beneficiary Form completed by the employee and kept on file in the HR Office.

ARTICLE 28 - SCHOOL CLOSINGS

Section 28.00 Delay in Starting Times

In the event of a delay in the starting time for school, BCESP members shall arrive as soon as possible depending on the conditions from their home to the work site, but no later than the revised starting time beyond an employee's normal start time. As an example, if a two (2) hour delay is announced, the member shall arrive as soon as possible (as designated above), but no later than two (2) hours beyond their normal start time for their position.

Section 28.01

When it is necessary for the Superintendent of Schools to close a school(s) every effort shall be made to make such public announcements prior to 6:00 a.m.

Section 28.02

On days when schools are closed because of inclement weather, employees, except for Paraprofessionals and GSRP AT, shall report to work at 10:00 a.m. and be released no later than 2:30 p.m. Employees will be paid their regular rate of pay.

However, in the following instances employees will not be required to report to work but shall receive their regular rate of pay:

1. When a code red is issued.
2. When the School District makes a public announcement not to report.

Section 28.03

In the event an employee does not report to work when required to come to work, the employee shall have one (1) of the following options:

1. Twelve-month employees may charge the absence to their current year's vacation for the equivalent amount of hours that would have been worked.
2. With the approval of their immediate supervisor, schedule make-up time within the pay period equivalent to hours that would have been worked.
3. Charge the absence to their current year's business days for the equivalent amount of hours that would have been worked.
4. Be docked pay.

In addition to the above options, an excused absence at the employee's regular rate of pay may be granted at the discretion of the HR Office in extenuating circumstances. The decision of the HR Office shall be final.

Section 28.04

When an announced utility failure forces the closing of a particular building the employees at that location will not be expected to report to work but will be paid at their regular rate of pay for the day.

Bay City Public Schools define their buildings for BCESP as the following:

• District Administration Center (DAC): Including Human Resources, Finance, Technology, Maintenance, OTLT, and Student Services • Auburn Elementary • Hampton Elementary • Kolb Elementary • MacGregor Elementary • Mackensen Elementary • McAlear Sawden Elementary	• Washington Elementary • Handy Middle School • Western Middle School • Central High School (includes Food Service Secretaries) • Eastern High School • Western High School • Linsday • Transportation

Buildings that share clerical or Paraprofessional staff will report to work at a building where utilities are functioning. In a situation where both assigned buildings are without utilities, the staff members will be released with pay in accordance to the applicable contract language.

Section 28.05

When students are sent home early because of inclement weather or utility failure, all employee's normal workday will end one (1) hour after all students leave the building or at the end of the employee's workday, whichever is earlier. All employees will receive their regular rate of pay for the day. This severe weather and utility failure provision applies even if students are not present in the building.

Section 28.06

In the event student instruction days are rescheduled because of school closings, employees working (except for twelve-month employees) said days(s) shall be paid their regular rate of pay for each rescheduled day.

In the event the School Aid Act requires the scheduling of additional days/hours of student instruction, closings or delays caused by conditions not within the control of school authorities, such additional days/hours will be rescheduled.

ARTICLE 29 - REMOTE WORK

Section 29.01 Remote Work (For Twelve and Non-Twelve-Month Secretaries)

1. Employees may work remotely with prior approval from their immediate supervisor and the HR Office when it is in the best interest of the District and the employee to have them work from a different location for a limited period of time.
2. Employees will submit documentation of all remote work to their immediate supervisor as directed.
3. Employees will maintain regular communication with their immediate supervisor as directed.
4. Employees will maintain a schedule and performance standard as set by their immediate supervisor.
5. Employees will maintain confidentiality and security of all documentation.
6. In the event of school closure, twelve-month and non-twelve-month employees required to report to work, if working remotely will be required to work their normal scheduled hours.

ARTICLE 30 - CONTIUITY OF OPERATIONS

Section 30.01

Both parties recognize the desirability of continuous and uninterrupted operation of the educational program and the avoidance of disputes which threaten to interfere with such operations. Neither the Association, nor any persons acting in its behalf will cause, authorize or support; nor will any of its members take part in any strike (e.g., the concerted failure to report for duty 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 performance of their duties or employment for any purpose whatsoever).

Section 30.02

If the Association provides written notice to the Board disclaiming responsibility for any activity prohibited by this Agreement, it will not be held liable in any way for that activity. Violation of this Agreement by any employee, or group of employees shall constitute good cause for their discharge or the imposition of discipline or penalties, without the option for arbitration. However, the questions of their participation in the violation shall be subject to arbitration.

Section 30.03

In the event of a violation of this Article, the Board of Education shall have the right, in addition to any other legal remedies available, to seek injunctive relief and damages for breach of this Agreement against the Association.

Section 30.04

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 of the Michigan Public Acts of 1965, or which are otherwise provided by law.

ARTICLE 31 – NEGOTIATION PROCEDURES

Section 31.01

The HR Office and other members of the District Administration, as they deem appropriate, and the Association's Personnel Relations Committee (PRC) will meet five (5) times per school year at a mutually agreed time, place, and date for the purpose of reviewing the administration of the contract and to resolve problems that may arise. The Association's Personnel Relations Committee (PRC) shall consist of the president, the vice-president, the negotiation chairperson, and the grievance chairperson. These meetings are not intended to bypass the grievance procedure. Said meetings shall occur during school hours whenever possible.

Section 31.02

Any employee engaged during the workday in any negotiation session shall be released from the regular duties without loss of benefits.

Section 31.03

Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

Section 31.04

There shall be four (4) signed copies of any final Agreement. One (1) copy shall be retained by the Board, two (2) by the Association and one (1) by the Superintendent.

Section 31.05

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 (MERC) or take any other lawful measure it may deem appropriate.

ARTICLE 32 – MISCELLANEOUS PROVISIONS

Section 32.01

No polygraph or lie detector device shall be used in any investigation of any employee.

Section 32.02

Supervisors or employees not covered by this Agreement shall not displace employees of the Association covered by this Agreement by performing work normally performed by such employees. The intent of this section does not prevent other school employees from performing infrequent, incidental, and minor work which are deemed Association work. However, Supervisors may perform work covered by this Agreement in the following circumstances:

1. Training employees
2. Installing new processes, procedures, and programs
3. In case of emergency

Co-ops shall be assigned to a school employee and shall be under the supervision of that employee. An employee shall have the option of having a Co-op assigned to that employee and shall be involved in the selection of the Co-op.

Section 32.03

The Agreement shall supersede any rules, regulations or practices of the District which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the District.

Section 32.04

This Agreement shall be posted on the District website printed at the expense of the District and presented to any employees of the District who request a copy.

Section 32.05

If any provision of this Agreement or any application of the Agreement to any employee or group or employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 32.06 In-Service

An opportunity, periodically, will be extended to the employees for professional growth. The purpose of In-Service Training shall be to provide experiences and information to employees. The Association and District will jointly plan the formalized In-Service Training Program. Employees will be released from regular duties without loss of pay when school is not in session according to the school calendar for the purpose of participating in Association geared workshops or in-service program. However, the District reserves the right to staff essential offices. Those employees will be allowed to attend on a rotation basis.

Section 32.07

Upon request, an employee shall be provided notification of their immediate supervisor in writing.

ARTICLE 33 - DURATION OF AGREEMENT

Section 33.01

This Agreement constitutes the entire collective Bargaining negotiations of all subjects for the term of this Agreement, and shall be 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 30 thereafter.

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

By:

BAY CITY EDUCATIONAL SUPPORT PERSONNEL—MEA/NEA

LESLIE SEIBERT

Leslie Seibert, President

Rhonda Kruch

Rhonda Kruch, Chief Negotiator,
12-A MEA Executive Director

Bay City Public Schools Board of Education

Matt Felan

Matthew D. Felan, President

CARRIE SEPEDA

Carrie Sepeda, Secretary

Matthew A. Cairy

Matthew A. Cairy, Associate Superintendent

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APPENDIX "A" - SALARY SCHEDULE

2025-2026

Step	GSRP AT	Grade 10	Grade 11	Grade 12	Grade 13	Grade 14	Grade 15	Generalist
1	$13.77	$13.77	$14.63	$15.50	$15.97	$16.75	$17.63	$21.82
2	$14.28	$14.28	$15.17	$16.31	$16.76	$17.52	$18.85	$22.82
3	$14.81	$14.81	$15.77	$17.84	$18.27	$19.48	$20.04	$23.82
4	$15.36	$15.36	$16.33	$18.70	$19.28	$20.10	$21.25	$24.82
5	$15.93	$15.93	$16.94	$19.76	$20.20	$21.37	$22.42	$25.82
6	$16.53	$16.53	$17.58	$20.16	$20.60	$21.77	$22.82	$26.22
7	$17.15	$17.15	$18.24					
8			$18.93					

2026-2027

Step	GSRP AT	Grade 10	Grade 11	Grade 12	Grade 13	Grade 14	Grade 15	Generalist
1	$14.28	$14.28	$15.17	$15.78	$16.25	$17.03	$17.91	$22.10
2	$14.81	$14.81	$15.77	$16.59	$17.04	$17.80	$19.13	$23.10
3	$15.36	$15.36	$16.33	$18.12	$18.55	$19.76	$20.32	$24.10
4	$15.93	$15.93	$16.94	$18.98	$19.56	$20.28	$21.53	$25.10
5	$16.53	$16.53	$17.58	$20.04	$20.48	$21.65	$22.70	$26.10
6	$17.15	$17.15	$18.24	$20.44	$20.88	$22.05	$23.10	$26.50
7	$17.55	$17.55	$18.93					

**Wage reopener for 2027-2028 school year to be negotiated on or before June 30, 2027.

$1.00 an hour additional for:

- Associates Degree in Early Childhood Education (GSRP AT or Grade 10)
- Child Development Associate Credential (GSRP AT only)
- Paraprofessionals assigned to an EI Program (Grade 10 only)

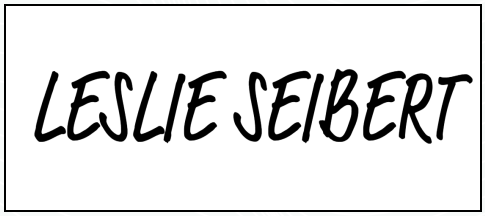
Credit Steps	Step	Permanent Stipend
Earned prior to July 1, 2025, this permanent stipend recognizes every twenty (20) earned credits related to an employee's position, up to a total of one hundred (100) credits.	**1**	**$0.10**
	2	**$0.20**
	3	**$0.40**
	4	**$0.60**
	5	**$0.80**

Classifications	
GSRP AT – GSRP Associate Teacher	Grade 13 – Administrative Assistant
Grade 10 – Paraprofessional	Grade 14 – Executive Assistant
Grade 11 – Office Associate	Grade 15 – Executive Specialist
Grade 12 – Office Specialist	Generalist – Generalist

CERTIFICATE *of* SIGNATURE

REF. NUMBER
JPQEY-MHT8Q-6D46M-LIFFU

DOCUMENT COMPLETED BY ALL PARTIES ON
04 SEP 2025 13:46:55 UTC

SIGNER	TIMESTAMP	SIGNATURE
LESLIE SEIBERT EMAIL SEIBERTL@BCSCHOOLS.NET	SENT 28 AUG 2025 11:54:05 UTC VIEWED 28 AUG 2025 12:16:11 UTC SIGNED 28 AUG 2025 12:16:32 UTC	 IP ADDRESS 136.228.49.3 LOCATION BAY CITY, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 28 AUG 2025 12:16:11 UTC	
RHONDA KRUCH EMAIL RKRUCH@MEA.ORG	SENT 28 AUG 2025 11:54:05 UTC VIEWED 28 AUG 2025 12:23:14 UTC SIGNED 28 AUG 2025 12:23:37 UTC	 IP ADDRESS 98.97.0.181 LOCATION CHICAGO, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 28 AUG 2025 12:23:14 UTC	

CERTIFICATE *of* SIGNATURE

REF. NUMBER
JPQEY-MHT8Q-6D46M-LIFFU

DOCUMENT COMPLETED BY ALL PARTIES ON
04 SEP 2025 13:46:55 UTC

SIGNER	TIMESTAMP	SIGNATURE
MATT CAIRY EMAIL CAIRYM@BCSCHOOLS.NET	SENT 28 AUG 2025 11:54:05 UTC VIEWED 28 AUG 2025 12:39:26 UTC SIGNED 28 AUG 2025 12:42:44 UTC	 IP ADDRESS 136.228.49.3 LOCATION BAY CITY, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 28 AUG 2025 12:39:26 UTC	
CARRIE SEPEDA EMAIL SEPEDAC@BCSCHOOLS.NET	SENT 28 AUG 2025 11:54:05 UTC VIEWED 28 AUG 2025 12:45:36 UTC SIGNED 28 AUG 2025 12:47:03 UTC	 IP ADDRESS 174.245.25.75 LOCATION WESTLAND, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 28 AUG 2025 12:45:36 UTC	

CERTIFICATE *of* SIGNATURE

REF. NUMBER
JPQEY-MHT8Q-6D46M-LIFFU

DOCUMENT COMPLETED BY ALL PARTIES ON
04 SEP 2025 13:46:55 UTC

SIGNER	TIMESTAMP	SIGNATURE
MATT FELAN EMAIL FELANM@BCSCHOOLS.NET	SENT 28 AUG 2025 11:54:05 UTC VIEWED 04 SEP 2025 13:46:40 UTC SIGNED 04 SEP 2025 13:46:55 UTC	 IP ADDRESS 174.239.147.28 LOCATION NOVI, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
04 SEP 2025 13:46:40 UTC