MASTER AGREEMENT

BETWEEN THE BANGOR TOWNSHIP BOARD OF EDUCATION
AND
BANGOR TOWNSHIP SCHOOLS EDUCATIONAL SUPPORT STAFF

Jul 1, 2026 through Jun 30, 2029.

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Letter of Agreement

THIS AGREEMENT made and entered into by and between the Bangor Township Board of Education, Bay County, Michigan, party of the first part, and hereinafter termed the Employer; and Bangor Township Educational Support Personnel/MEA-NEA, affiliated with the Michigan Education Association, Lansing, Michigan, party of the second part, hereinafter called the Association.

WHEREAS both parties recognize that strikes, lockouts and other cessations of work and employment disruptions are contrary to existing law and the best interests of education at Bangor Township Schools; and

WHEREAS both parties are desirous of maintaining uniform wage scales and working conditions; and of facilitating peaceful adjustment for all grievances which may rise from time-to-time between the Employer and its employees; and of promoting and improving peaceful occupational and economic relations between the parties.

Article 1. Recognition

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

The Employer hereby recognizes the Association as the sole and exclusive collective bargaining representative for all probationary, full-time and regular part-time personnel who work at least 20 hours per week, who are assigned to duties in the following Subgroups:

Subgroup A – Maintenance
- Classification I: General Maintenance

Subgroup B – Food Service
- Classification I: Cashier
- Classification II: Cook
- Classification III: Elementary/Preschool/Substitute Food Manager
- Classification IV: Secondary Food Manager – Middle School
- Classification V: Secondary Food Manager – High School

Subgroup C – Office/Instructional/Support Staff
- Classification I: At Risk Classroom Paraprofessional; Hall Monitor
- Classification II: PBIS Coordinator; Special Educational Paraprofessional
- Classification III: Clerk-Attendance/Counseling; Clerk – Middle School;
- Classification IV: Secretary – High School; Secretary – Athletics; Secretary – Attendance/Counseling; Secretary – Middle School; Secretary – Elementary

1.2 The Employer agrees that all conditions of employment in its individual operation relating to wages, number of hours worked, overtime differentials, and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in the Agreement.

Unless otherwise indicated, the term "employee/bargaining unit member" when used hereinafter in this Agreement, shall refer to all members of the above-defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:

Full-time: A bargaining unit member who is employed at least thirty-eight (38) hours per week. The District agrees to maintain a minimum of seven (7) General Maintenance, subgroup A, classification 2 positions on the salary schedule. Starting July 1, 2027, the District agrees to move four (4) General Maintenance, subgroup A positions from Class 1 to Class 2 on the salary schedule. Starting July 1, 2028, the District agrees to move the remaining four (4) General Maintenance, subgroup A positions from Class 1 to Class 2 of the salary schedule. The District agrees to maintain three (3) subgroup B classification three (3) positions, one (1) subgroup B classification four (4) position, and one (1) subgroup B classification five (5) position paid at the rate indicated in the top chart of the salary schedule. .

Part-time: A bargaining unit member who is employed less than thirty eight (38) hours per week.

1.3 For the duration of the Agreement, except for the classifications of current and future Secretaries, Clerks and Adult Education Learning Disabilities Paraprofessionals, all Adult and Community Education and Athletic/Recreation employees are excluded from the bargaining unit.

1.4 When secretarial positions are posted for the Summer Enrichment Program, it is understood that members of this bargaining unit may bid for the position at the posted rates.

Article 2. Management Rights

The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Michigan School Code and the Public Acts of the State of Michigan, and/or the United States. Such rights, duties, etc., shall include by way of illustration and not by way of limitation, the right to:

Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the entire school system within the boundaries of the school district of Bangor Township.

Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and schedule all the foregoing.

Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees for good cause, assign work or duties to employees, determine the size of the work force and to lay off employees.

Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work.

Determine the qualifications of employees.

Determine the policy affecting the selection of employees.

The Board shall continue to have the exclusive right to establish, modify or change any condition except those covered by provisions of this Master Agreement.

Article 3. Association Rights and Security

The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

3.1 The right to use school building facilities and equipment for Association meetings and activities.

3.2 The Employer agrees to furnish to the Association, in response to reasonable requests, any available information permitted under the Freedom of Information Act, and the Association shall pay the cost in accordance with the FOIA request.

3.3 The Employer agrees not to discriminate on the basis of race, color, age, national origin, sex, sexual orientation or handicap or union activity in its employment, educational programs and activities as required by Title VI of the Civil Rights Act of 1964, Title IX of the 1972 Educational Amendments and Section 504 of the Rehabilitation Act Amendments of 1973, and as required by the Michigan Elliot – Larson Civil Rights Act, MCLA 37.2101.

Furthermore, the parties agree not to discriminate on the basis of any disability, as provided by the American with Disabilities Act, and the Michigan Persons with Disabilities Civil Rights Act, MCLA 37.1101.

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

Article 4. Association Representatives

4.1 Employees shall be represented by Association Representatives who are seniority employees from within the bargaining unit. In the absence of the regular Association Representative, he/she will be replaced by an alternate Association Representative. The Association shall furnish, in writing to the Employer, the names of Association Representatives upon their election or appointment. The authority of the Representatives or his/her alternate shall be limited as follows:

4.1.1 Investigation of grievances or potential grievances shall be on the Association Representative's own time.

4.1.2 The transmission of messages and information which shall originate with, and are authorized by the Association, or its officers, provided such messages and information:

4.1.2.1 Have been reduced to writing; or

4.1.2.2 If not reduced to writing and are of a routine nature, the transmission of such information shall be on the Association Representative's own time.

4.2 The Association Representative(s) may represent any member of their bargaining Subgroup who has been assessed disciplinary time off, including discharge, if that employee requests representation. Upon such request by an employee, the Employer or its designee will make suitable arrangements to release the Association Representative(s) from his/her work assignment without loss of pay for purpose of such representation. The Representative(s) shall notify his/her Supervisor upon return to his/her regular work assignment.

4.3 The Employer, or its designee, will release the Association Representative(s) from his/her work assignment, without loss of pay to present grievances in accordance with the provisions of this collective bargaining agreement. It shall be the Association Representative's responsibility to request a meeting time for the presentation of the grievance. The request shall be implemented by notification to the Representative's immediate Supervisor. Upon return to his/her work assignment, the Representative(s) shall notify his/her Supervisor.

4.4 Association Representatives and Alternates have no authority to take action interrupting the school district's business. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Representative(s) or his/her alternate has taken any action such as slowdown or work stoppage in violation of this Agreement.

Article 5. Payroll Deductions

5.1 Membership

5.1.1 Membership in the Association is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regard to such matters.

5.1.2 Membership in the Association is separate, apart and distinct from the assumption by one of his/her obligation to the extent that he/she receive equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Association. This Agreement has been executed by the Employer after it has satisfied itself that the Association is the choice of a majority of the employees in the bargaining unit.

5.2 The Employer agrees to notify the Association of all new hires within ten (10) days of hire.

Article 6. Seniority

6.1 Seniority. Seniority shall be defined as the length of service within the District as a member of the bargaining unit. There shall be no seniority for probationary employees. In the event more than one (1) individual has the same starting date of work, position on the seniority list shall be determined by the first date of hire. If the date of hire to a regular full-time or part-time position is the same, position on the seniority list will be determined using the last four (4) digits of the social security number, with the highest number being given the most seniority. (Current status on the seniority list will not be altered as a result of this change in definition for any Subgroup.)

6.2 New Employees. New employees shall be considered probationary employees until they have completed a successful probationary period of NINETY (90) calendar days, during which period he/she may be discharged without further recourse. Provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Association members. After NINETY (90) days, the employee shall be placed on the regular seniority list commencing with the starting date of work.

6.3 Loss of Seniority. Seniority shall be lost by an employee due to any one of the following:

6.3.1 Resignation or retirement;

6.3.2 Discharge;

6.3.3 Layoff for a period of more than three (3) years;

6.3.4 Failure to return to work when recalled from layoff as set forth in the Recall Procedure;

Unexcused failure to return to work after expiration of formal leave of absence.

6.4 Seniority List. The Board and bargaining unit shall jointly prepare, maintain and post the Seniority List by Subgroup and by District-wide seniority. The Seniority List will include name, date of hire, date assigned to current classification. The initial Seniority List shall be prepared and posted conspicuously in all buildings of the District within thirty (30) days after

the effective date of this Agreement with revisions and updates. The Seniority List will be revised at the start of each school year.

Article 7. Reduction in Personnel, Layoff and Recall

7.1 Layoff. In the event of a forced reduction in the bargaining unit, the displaced employee shall have the right to displace another employee with less seniority who has:

7.1.1 The same classification with the same number of hours or less per year.
A lower classification within their own Subgroup with the same number of hours or less per year.

7.1.3 The displaced employee shall notify the Superintendent, in writing, of his/her intent as described in Article 7 to displace another employee within five (5) days of receipt of layoff notice. (In the event that two or more employees could be displaced the procedure of Article 7.1.3 will be replaced with 7.1.3a.) Failure to do so in five (5) business days forfeits your right of placement and will result in administrative assignment.

7.1.3a In the event that two or more employees could be displaced, a bumping meeting will be scheduled for all affected employees within 10 days of the receipt of the layoff notice letter. The employees will be called in order of seniority to declare the intention to displace another employee. The procedure will continue until all positions are filled. Failure to attend the bumping meeting without notification of intent to Superintendent or designee will result in employee assignment being determined by the Superintendent.

7.2 Recall. When there is an increase in the working forces after a layoff, the reversal of the layoff procedure shall be followed before any new employee is hired. In the recall of laid off personnel, the particular work performed by said employee shall be considered as an important factor. The senior employee from that classification on layoff shall first be offered the employment, if the employee is willing and able, as defined by the job description, to do the work.

7.2.1 Notice. In the event of a recall, the laid off employee shall be given ten (10) calendar days' notice of recall mailed to his/her last known address. The employee must respond to such notice within three (3) calendar days after delivery thereof and actually report to work in seven (7) calendar days after delivery of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, or fails to notify the Employer of a change of address, he/she shall lose all seniority rights under this Agreement. All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time the employee is assigned to report for work and registers in, until the time he/she is effectively released from duty.

7.2.2 A laid-off employee shall, on a yearly basis upon written application and at his/her option, be granted priority status on the Substitute List according to his/her seniority within

Subgroup and classification in any previously held position in the District, considering the employee's qualifications.

Article 8. Vacancies, Transfers, Job Posting, and Job Preference

Definition.
8.1.1 A permanent vacancy or other special opportunity shall occur when a new position within the bargaining unit is established; a secondary vacancy(s) occurs upon the termination or retirement of an existing employee within a Subgroup, or due to bidding.

8.1.2 A temporary vacancy shall occur when an employee will be on an authorized Short Term Leave of Absence of more than twelve (12) weeks.
Notice.

Whenever any vacancy or other special opportunity within the bargaining unit occurs, the Board of Education shall provide notice of the vacancy or opportunity to the Association President and shall publicize the vacancy by posting on the District website and through email for ten (10) workdays from the date of the notification. The Board shall notify the Association of vacancies occurring during the summer recess by sending notice of same to the Association President, and Correspondence Secretary, and members of the affected Subgroup by email. The notice shall state job description title, shift, hours per day, per week, and initial assigned area(s). This notice does not constitute a separate agreement for permanent placement or assignment to the described position or assigned area of work (Subgroup C classification 1 & 1a). Vacancies will be posted within seven (7) working days of their occurrence. The Association President may agree to waive the ten day requirement.

A substitute may be employed during the posting and filling process not to exceed thirty (30) days. If possible, bargaining unit personnel within the classification will be offered the substitute employment.

Transfers.

When an employee is temporarily transferred or placed in a temporary position, the employee assigned will be paid at his/her regular rate of pay or rate of the position he/she is assigned to, whichever is greater. The Association President will be notified of the assignment.

If a special need arises requiring a temporary transfer of more than thirty (30) workdays of duration, the work will be offered to qualified employees on a voluntary basis before any involuntary assignment is made.

Any employee transferred permanently from a higher to a lower classification shall receive the rate of pay established for the lower classification to begin immediately upon change.

Permanent, involuntary transfers shall be made for reasonable and just cause (ref. 2.1.3) and shall affect the least senior qualified employee first within a particular Subgroup and classification.

Current employed bargaining unit members will be given first consideration, prior to considering external applicants, to fill a permanent vacancy on the basis of seniority and ability. Ability may include meeting the job description, experience, attendance, discipline record of the past eighteen (18) months, ability to perform work, and the physical and mental ability with or without accommodation to perform essential functions of the job. Employees transferred through such procedure shall be given a trial period of up to forty-five (45) working days to demonstrate the ability to perform the work. The employee shall be returned to his/her previous assignment if the employee is unable to demonstrate the ability to perform the work required during the trial period. The employee may also make a written request to the Superintendent during the forty-five (45) working day trial period to return to his/her previous assignment. If the employee's previous assignment no longer exists, he/she will return to their previous status.

8.4 Bargaining unit members that apply for an internal position within their classification will be given first priority, with seniority and ability taken into consideration.

Temporary Positions.

The Board may fill temporary positions for up to forty-five (45) business days after notification to the Association President as to the reasons for the necessity of the position to be deemed temporary.

Article 9. Discharge, Discipline and Discrimination

9.1 Discharge. Except for probationary employees, the Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension, shall give at least one (1) warning notice of the complaint against such employee in writing, and a copy of the same to the Association, except that no warning notice need be given to an employee if he/she is discharged if the cause of such discharge is one of the following:

9.1.1 Dishonesty or theft.

9.1.2 Drinking and/or the possession of intoxicants or illegal drugs on the job, or under the influence of intoxicants or illegal drugs.

9.1.3 Recklessness resulting in serious accident to self or others while on duty. Recklessness shall mean flagrant disregard of safety for self and others and not necessarily be construed to be the same as reckless driving under the Michigan Penal Code, or gross negligence.

9.1.4 Flagrant insubordination.

9.1.5 Leaving the job or assigned area without permission of Supervisor, or without notice, unless due to an emergency.

9.1.6 Absence from work for three (3) consecutive workdays without notifying Supervisor of a reasonable excuse for such absence during that time.

9.1.7 Sexual harassment or sexual misconduct on the job, or unlawful harassment.

9.1.8 Absence from work caused by other employment.

9.1.9 Falsifying time sheets, absence sheets or other district forms.

9.2 The following offenses shall not result in discharge for first offense, but shall result in discipline of no less than a seven (7) day suspension without pay, or in accordance with the penalty assigned to Step Three of the Progressive Discipline Steps:

9.2.1 Fighting on school premises.

9.2.2 Flagrant profanity or lewd gestures.

9.2.3 Willful destruction of school property.

9.2.4 Coercive or threatening language against another employee, students, or the public.

9.2.5 Personal injury accidents must be reported as soon as practicable.

9.2.6 Sleeping on the job during working hours.

9.3 Discharge must be by proper written notice to the employee and the Association. A grievance from discharge or suspension shall then be subject to the Grievance Procedure provided within this Agreement.

9.4 Uniform rules subject to progressive discipline steps shall be applied uniformly in accordance with the policies of the Board of Education.
The following shall be the standard Progressive Discipline Steps applicable to any combination of lesser violation than previously listed in Section 9.2:

Step 1: Informal discussion with Supervisor without written documentation to the personnel file (Supervisor must declare Step 1); (written documentation will be kept by supervisor with full prior knowledge of the employee)

Step 2: Written reprimand;

Step 3: Three (3) day suspension without pay;

Step 4: Seven (7) day suspension without pay;

Step 5. Discharge.

9.5 The Progressive Discipline Steps will be applied to the following considered lesser conduct infractions:

9.5.1 Repeated tardiness in reporting for work without a reasonable excuse.

9.5.2 Excessive absenteeism. When it becomes apparent that the employee's attendance is not regular as compared to average attendance by other employees, he/she shall be given written notice and such record shall be presented to the Association who shall also review such record with the employee.

9.5.3 Failure to notify Supervisor or Building Principal of lateness or absence no later than one (1) hour after start of work shift. Further, it is every employee's duty to notify his/her Supervisor as far in advance as possible in order for the Supervisor to have every opportunity to schedule a replacement for the start of the shift. The Supervisor will provide a workable alternative procedure for times when he/she is not available.

9.5.4 Failure to work the regular hours established by Supervisor, unless prevented from doing so by reasonable excuse.

9.5.5 Failure to report unsafe equipment to the Employer.

9.6 The policies of the Board of Education will be uniformly applied. In such application, a written notice shall be construed to be a reprimand. Progressive discipline will be based on discipline recorded within the most recent twenty-four 24 month period.

9.7 When the occasion arises where an employee submits a written report on forms in use by the Employer of a vehicle being in an unsafe working/operating condition, and receives no consideration from the Employer, he/she shall take the matter up with the officers of the Association who will take the matter up with the Employer. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Article 10. Grievance Procedure

10.1 It is mutually agreed that all grievances arising and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strike, tie-up of equipment, slowdowns, walkouts or any other cessation of work or lockouts. Grievances must be acted upon promptly and no grievance will be considered or discussed which has not been presented within ten (10) working days of the occurrence, or point of discovery.

10.1.1 Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. In the event that any grievance cannot be settled in this manner, the question may be submitted by either party for arbitration as hereinafter provided. A grievance shall hereinafter be defined as follows: A claim by the Employer or employee that there has been a violation, misapplication, or misinterpretation of any provision of this Agreement.

10.2 Should any grievance over the alleged misinterpretation or misapplication of the specific terms of this Agreement occur, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

10.2.1 Informal Procedure. The employee, Subgroup, or Association with a grievance shall first discuss the matter within ten (10) working days of occurrence, or point of discovery, directly with his/her Supervisor with the objective of resolving the matter informally. It is assumed that most problems can be resolved in this process; however, if the problem is not resolved satisfactorily at this level, the individual will proceed within ten (10) working days of the informal meeting to the Formal Procedure.

10.2.2 If the grievance involves an entire Subgroup, or more than one (1) building, it may be filed directly with the Superintendent.

10.2.3 Formal Procedure.

Step 1: It shall be the responsibility of the aggrieved Union to reduce the grievance to writing within ten (10) working days of the informal conference on the form provided by the Association and to present it to his/her appropriate supervisor within that time period. Failure to comply with the above procedure shall result in the grievance being considered as satisfactorily settled.

Step 2: Within ten (10) working days of the receipt of the grievance, the Superintendent or Assistant Superintendent and/or their designee shall meet with an Association Representative. A written decision, including reason(s) for granting or denying same, shall be rendered to the Association within ten (10) working days after such meeting. Failure to respond within the allotted time shall result in the grievance being considered granted.

Step 3. If the decision in Step 2 is not satisfactory, the grievance will be presented to the Personnel, Policy and Finance Committee of the Board of Education and the Association within fourteen (14) working days of the decision rendered at Step 2.

The Living Agreement Grievance Committee shall be composed of the following:

BTESP President or authorized delegate;
Grievant;
Two Living Agreement representatives from the same Subgroup as the grievant;
Superintendent or authorized delegate;
Three Living Agreement Representatives from the Board of Education.

Either party to the grievance can invite guests to provide information relative to the grievance and remedy, but invited guests will not participate in reaching a remedy and may be asked to leave prior to discussions. Any remedies arrived at by this Committee will be reported back to the Board of Education for consideration. The Board of Education will notify the Association of its decision (s) within fourteen (14) days.

Failure to reach consensus at Step 3 will result in either party having the right to advance the grievance to Arbitration.

Step 4: Arbitration. In the event the parties cannot resolve the grievance by the end of Step 3, the dispute may be referred to an impartial arbitrator upon the request of either party. The Executive Board of the local Association shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration. Failure to request arbitration within ten (10) working days after the Personnel, Policy and Finance Committee meeting at Step 3, shall conclude the matter and the grievance shall be considered dropped.

The procedure set forth herein may be invoked only by the authorized Association Representative or the Employer.

10.2.4 Selection of Arbitrator. The Arbitrator may be a person mutually selected and agreeable, but if one is so selected and agreeable, he/she shall be selected by the parties from a list of seven (7) names furnished in accordance with the rules of the American Arbitration Association (AAA).

10.2.4.1 Powers of Arbitrator: It shall be the function of the Arbitrator and he/she shall be so empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles of this Agreement. In the event of a refusal by either party to submit to or to appear at the arbitration hearing, the Arbitrator shall have jurisdiction to proceed ex parté and make an award. The Arbitrator shall have the authority to order full, partial, or no compensation for time lost.

1. He/she shall have no power to establish wage rates or to change any rate.

2. He/she shall have no power to rule on the termination of service of or failure to reemploy any probationary employee.

3. He/she shall have no power to change any practice, policy, or rule neither of the Board of Education, nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action of the Board.

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

5. In rendering decisions, the Arbitrator shall give due regard to the responsibility of Management, and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

10.2.4.2 In the event a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

10.2.4.3 The decision of the Arbitrator shall be rendered without undue delay and, in any event within thirty (30) days, unless extended by mutual agreement, and all settlements made in the Grievance Procedure, including the decision of the Arbitrator, shall be final and binding on all parties, including the employees involved. The impartial Arbitrator shall have the authority to order full, partial, or no compensation for time lost.

10.2.4.4 Fees and Expenses of Arbitrator. The fees and expenses of the Arbitrator shall be shared equally by the Board and the Association, except that whenever the Arbitrator clearly establishes a losing party in any case, it is understood the entire fee charged by the Arbitrator will be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

10.3 Limitations of Authority and Liability.

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

10.3.2 The Employer shall have the right to immediately discharge any Association member(s) participating in any illegal strike, slowdown, walkout, or any other cessation of work, and such Association member(s) shall not be entitled to, or have any recourse to any other provisions of this Agreement.

10.4 Should either party not accept and abide by the procedure set forth in this Article, or the decision resulting therefrom, then in such instance, either party shall have the sole right of other legal recourse.

10.5 Any individual employee or group of employees who willfully violate or disregard the Arbitration and Grievance Procedure set forth in Article 10 of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Association.

Article 11. Working Conditions

11.1 Bargaining unit members shall not be required to work under unsafe or hazardous conditions, or to perform tasks which may endanger their health or safety. The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water with toilet

facilities, unless otherwise mutually agreed to. Building heat will be maintained at a reasonable level.

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

11.3 Accident Report. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his/her Employer, the employee, before starting his/her next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents.

11.4 Defective Equipment. Employees shall immediately, or at the end of his/her shift, report all defects of equipment. Such a report shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, with one (1) copy to be retained by the employee. The Employer shall not require any employee to use any unsafe equipment.

11.5 The Employer will expect that employees will attempt to cause students to cease any wrongful activities or act that comes to their attention and notify the Principal or teacher as to the wrongful act and the student(s) involved. All such incidents shall be reported to Administration. The Employer, or its designated representative, shall take reasonable steps to relieve the bargaining unit member of responsibilities in respect to students who are disruptive, or who repeatedly violate rules and regulations.

11.6 Employees asked to assist with the dispensing of medication will only do so after they have received the necessary district approved training. The District shall provide locked and secured storage for all student medications. The District will ensure that employees directed to administer medication will receive training and are provided full liability coverage under the District's insurance program. Other procedures may be requested only after employee has received necessary district approved training.

11.7 Employees shall not be charged for loss of or damage to school property unless clear proof of negligence is shown.

11.8 The Employer shall provide the following without cost to the bargaining unit member:

11.9 A clothing allowance of Two Hundred Fifty Dollars ($250.00) for each Mechanic and General Maintenance personnel per year. Appropriate work clothing reimbursement is subject to approval by the Superintendent or Designee.

11.10 First Aid Kits shall be maintained in all buildings.

11.11 Adequate and approved safety equipment, including but not limited to, goggles, shields, barriers, gloves, toe shields, hard hats, auditory and respiratory protective devices as required.

Article 12. Leaves of Absence

12.1 Extended leaves of Absence.

12.1.1 Approval of Extended Leave of Absence. Any employee desiring an extended leave of absence from his/her employment shall secure written permission from both the Employer and the Association. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee must make suitable arrangements for continuation of insurance before either the Employer or the Association may approve the leave. An approved leave of absence will not break seniority. If the employee is not able to return after 18 months, employment shall be terminated.

12.1.2 Notification. Whenever practicable, the employee will provide the Employer at least thirty (30) calendar days written notice of the request for leave. It shall include the following:

12.1.2.1 The reason for the request;

12.1.2.2 The expected beginning date;

12.1.2.3 The expected ending date;

12.1.2.4 Statement of whether or not the employee intends to use paid leave for any part of the absence.

12.1.3 Extended Family Leave of Absence. An employee may be granted, without pay, a family health leave up to one (1) year after two (2) consecutive years of employment when the serious health condition of a member of the immediately family, which shall be interpreted as father, mother, step parent, guardian, husband, wife, child, step child, sister, brother, grandchild, father-in-law, mother-in-law, niece/nephew, or dependent of the immediate household residence warrants it. At the end of said leave, the employee must either return to work or resign unless a special extension is recommended by the Superintendent, where applicable, by relationship of the family member. Such leave shall be coordinated for the first twelve (12) weeks, and included as leave, provided under the FMLA and Article 12.1.4.

12.1.4 Short-term Leave of Absence. Upon request, the Employer shall grant unpaid leaves of up to twelve (12) weeks for the following reasons for employees eligible under FMLA:

12.1.4.1 The serious health condition of the employee;

12.1.4.2 The serious health condition of the employee's spouse, parent or guardian, parent-in-law, grandparent, child or grandchild;

12.1.4.3 The birth of a child;

12.1.4.4 The placement of a child for adoption or foster care.

Health benefits continue during said leave under the same conditions and at the same level as if the employee were still at work.

Definition of Child: Child includes any individual under eighteen (18) years of age for whom the employee serves in loco parentis; a child over eighteen (18) years of age who is incapable of self-care because of physical or mental disability; or a biological, adopted or foster child.

12.2 Use of Paid Short-term Leaves. The employee shall first use accrued paid sick leave, vacation, and/or personal leave during said leave. The remainder of any leave time will be unpaid.

12.3 Return from Leave of Absence. When an employee returns to work following a leave of absence due to the health of the employee, the Administration requires such employee to submit a doctor's verification of ability to return to work at the Employer's expense.
It is the right of the Administration to determine if any employee needs to be seen by an independent physician. It is the employee's responsibility to release all medical records to the Employer's physician. The Employer will not be liable for the amount of time it takes to acquire these records.

An employee shall be entitled to retain such rights as he/she may have had prior to the employee's leave of absence. Employees will return on the same step on the salary schedule in the same classification.
Upon return from leave, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours and other terms and conditions of employment.

12.4 Sick Leave.

12.5 Accumulation. Fifty-two (52) week employees, hired before August 14, 1996, shall be entitled to fourteen and one-half (14 1⁄2) days sick leave per year to accumulate to one hundred (100) days. Fifty-two (52) week employees hired after August 14, 1996, shall be entitled to twelve (12) days sick leave per year, to accumulate to ninety (90) days. Ten month employees shall be entitled to ten (10) days sick leave per year to accumulate to eighty-five (85) days.

Sick leave banks will be updated on a prorated basis as of July 1 of each year.

> Example: A 52-week employee working six months and earning 12 days per year, would bank 6 days.

12.5.1 Use of Sick Leave. Employees must call his/her Supervisor before the start of their workday if requesting use of sick leave. In the case of an emergency, the employee should notify the Supervisor as soon as practicable. Sick leave may be used for doctor's appointments, personal illness, family illness or surgery. The Employer shall retain the right to request a doctor's statement for questionable illnesses.

12.5.2 Payment Upon Termination. To be eligible, employees must have ten (10) years of employment in the Bangor Township Schools. Payment will be made as follows:

Employees with accumulated sick leave will be paid their daily rate for each accumulated sick leave day not to exceed $7,000. An additional two hundred dollars ($200) for each year of service after ten (10) years in the district, shall be payable upon termination not to exceed four thousand dollars ($4,000).Payment will be made only to employees who terminate their employment in good standing and are not discharged.

12.6 Family Illness.

12.6.1 Definition. Family is to be defined as parent or guardian, spouse, child, grandchild, sister, brother, father-in-law, mother-in-law, step parent, step child, step grandchild, step sister, and step brother or dependent of the immediate household residence.

12.7 Bereavement Leave.

12.7.1 Use of Bereavement Leave. Three (3) paid days shall be allowed for the death of a parent, step parent, spouse, child, step child, sister, step sister, brother, step brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, step grandchild, sister-in-law, brother-in-law, aunt, uncle, niece, nephew or dependent of the immediate household. When the employee has legal and family responsibilities connected with said death, they may be granted additional time as stipulated by the Superintendent.

12.8 Personal Business.

12.8.1 Use of Personal Business Leave. Four (4) paid days per year will be allowed whenever an employee faces the necessity to transact personal, non-profit business which cannot be delayed without detriment to the employee. Leave under this Section shall be subject to review by the supervisor. The request should be submitted two (2) working days in advance unless it is due to an emergency, if possible. Two (2) unused personal business days will be reimbursed at the employee's hourly rate of pay at the end of each year.

12.9 Association Business.

Association Business Time. The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights, at the expense of the Association to any employee designated by the Association to attend a labor convention or serve in any capacity or other official Association business, provided forty-eight (48) hours written notice is given to the Employer by the Association, specifying length of time off.
The Employer agrees to grant the Association two (2) paid leave days and eight (8) days paid on a 50/50 basis by the Association and the Employer per year for the use of its Representatives to conduct Association business, or participate in Association activities. The Association agrees that in making its request for time off for Association activities, due

consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.
Association Office Leave. The Employer agrees to grant such leaves of absence, at the expense of the Association, and upon application from the affected individual, for the purpose of serving the Association in an official capacity as an officer, representative, or any other capacity, in its state or national affiliate. Said leave is renewable upon the written request of the leave holder to the Board of Education, or its designee.

12.1 Jury Duty

Any employee called for jury duty shall be paid full compensation for such time. Employees shall be exempt from working documented jury hours. If the employee is released early he/she shall contact the supervisor whether to return to work. Any pay (including mileage) received from the court for such time shall be turned over to the District.

12.11 Court Appearance

Any employee who is subpoenaed to testify on job-related matters during work hours shall be paid full compensation for such time. The matter shall not involve litigation initiated by the Association against the Board. Any pay received in connection for such time from other sources shall be turned over to the District. If the Board subpoenas an employee, the employee shall be paid full compensation for such time.

12.12 Military Service

Employees enlisting or entering the military service of the United States pursuant to the provisions of the Selective Service Act of 1948, shall be granted all rights and privileges provided by the Act, or other applicable law. Those called or recalled to active duty status shall be entitled to all rights and benefits provided by law.

12.13 Holidays.

12.13.1 Holidays. All bargaining unit members shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day:

Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Christmas Day	

All fifty-two (52) week employees shall also have the following additional days off with pay. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day.

Representatives of the Association and Administration shall meet to mutually set the days off by October 1:

Independence Day New Year's Eve Day Christmas Eve Day
12.13.2 Qualifications. Employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of an absence due to illness, non-occupational injury or within the first six (6) months of absence due to occupational injury or during a period of permissible absence.

For fifty-two (52) week employees, New Year's Eve and Christmas Eve will be paid days off if the holiday falls within the regular workweek of Monday through Friday. Whenever the employee is scheduled to work on either holiday, one (1) extra day's pay will be awarded.

12.13.3 Employees called-in to work on any of the above-listed holidays shall be paid two times (2×) their regular pay for hours worked in addition to their regular holiday pay.

12.14 Vacation.

12.14.1 Vacation banks will be updated on July 1st of each year by the number of days earned in the prior fiscal year.

> Example: A 52-week employee working six months, earning 10 days per year, would bank 5 days.

Days earned in one (1) fiscal year must be used in the following fiscal year. For fifty-two (52) week employees, up to five (5) days of unused vacation may be carried over into the following fiscal year.

12.14.2 Length of Vacation Ten (10) Month Employees: All regular full-time ten (10) month employees completing one (1) full year shall be entitled to ten (10) paid days of vacation per year; after ten (10) years of service, all regular full-time ten (10) month employees shall be granted fifteen (15) paid days of vacation per year; after fifteen (15) years of years of service all regular, full-time ten (10) month employees shall be granted twenty (20) paid days of vacation per year.

Ten (10) month employees working less than the ten (10) month schedule for any reason shall receive pro-rated paid vacation. Example: One tenth (1/10) of regular ten (10) month vacation for each month worked. Paid sick leave shall be considered as time worked in computing prorated vacation pay.

12.14.2.1 Length of Vacation Fifty-Two Week Employees. All regular full-time fifty-two (52) week employees completing one (1) full year shall be entitled to twelve (12) paid days of vacation per year; after ten (10) years of service all regular, full-time fifty-two week employees shall be granted eighteen (18) paid days of vacation per year; after fifteen (15) years of service all regular, full-time fifty-two week employees shall be granted twenty-four (24) paid days of vacation per year.

Fifty-two (52) week employees working less than the fifty-two (52) week schedule for any reason shall receive pro-rated vacation.

Example: One-twelfth (1/12th) of regular fifty-two week vacation for each month worked. Paid sick leave shall be considered as time worked in computing prorated vacation pay.

Existing fifty-two (52) week employees in Subgroup C as of August 14, 1996 will be held harmless for any loss due to the change from five (5) to ten (10) years.

Part time fifty-two (52) week employees working less than 38 hours per week shall receive prorated vacation. (Actual hours worked per day divided by eight) x normal vacation weeks allowed based on years of service.

12.14.3 Amount of Vacation Pay. Vacation days are to be paid at their current hourly or weekly rate exclusive of overtime at the time vacations are taken.

12.14.4 Timing of Vacation Pay. For fifty-two (52) week employees, vacation pay will be paid to the employee on the normal specified pay day during which time is taken. For ten (10) month employees vacation pay will be paid to the employee on a pro-rated basis spread over the twenty-one (21) payment, or the twenty-six (26) payment payroll option the employee chooses.

Any employee who has earned his/her vacation and is separated from his/her employment before taking it shall be paid the amount earned at the time of separation. In the event of death of an employee, payment will be made to the survivor or estate.

12.14.5 Scheduling of Vacation. The Employer shall have the right to determine vacation leaves of absence so that such vacation leaves of absence shall not interfere with efficient operation of the District.

Requests should be submitted to the employee's Supervisor two (2) weeks in advance of the time requested on forms provided by the District. If the Employer receives more than one (1) request by the due date for the same period of time, requests should be granted according to seniority. Seniority shall not permit bumping an employee who has timely selected a vacation period.

Vacation, if canceled because of work necessity, shall be rescheduled or paid for at straight time as extra compensation for the period, whichever the employee chooses. Any expenses incurred by employees due to Employer cancellation of approved vacations will be fully reimbursed by the Employer.

12.15 Education Improvement Leave:

Upon prior written notice, leaves of absence without pay shall be granted for periods not to exceed one (1) year for the purpose of educational improvement. Such leaves shall only be granted to the employees who have seniority. Seniority shall be frozen as of the day the

educational leave is granted and shall be reactivated upon the return of the employee. Notice shall be in writing.

12.16 Long Term Illness

In the event of long term illness, the Board will provide disability protection from the one hundred sixth (106th) day of absence to the one hundred eightieth (180th) day to a maximum of seventy-five (75) days per illness, per occurrence. The level of protection will be sixty-six and two-thirds percent (66 2/3%) of the employee's current salary on Schedule A.

12.16.1 Proof of disability must be provided to the employer.

12 16.2 Board paid insurance benefits will remain in effect through the month in which the disability benefit ends.

Article 13. Examinations and Identification Fees

13.1 Physical, mental or other examinations required by a governmental body, or the Employer, shall be promptly complied with by all employees, provided however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination(s), where the time spent by the employee exceeds two (2) hours and in that case, only for those hours in excess of said two (2) hours. Examinations are not to exceed one (1) in any one (1) year unless the employee has suffered serious injury or illness during the year. Employees will not be required to take examinations during their working hours.

13.1.1 The Employer reserves the right to select its own medical examiner or physician and the Association may, if it believes an injustice has been done to an employee, have said employee re-examined at the Association's expense. In the event the employee is found to be able to return to work, the employer will not charge the employee for loss of sick time. In the event the employee is found not to be able to return to work, employee and employer will equally share the employee's loss of sick time.

Employees who are directed by the Employer as a result of a recommendation of either the Health Department, or the doctor of a pupil, to have medical exams or treatment due to being exposed to a school health problem, shall have the expense of such paid by either Worker's Compensation, employee's health insurance, or by the Employer if not covered by the aforementioned insurance programs.

Article 14. Work Year, Workweek, Workday

14.1 Work Year. The normal work year for twelve (12) month bargaining unit members shall be July 1 through June 30. The normal work year for ten (10) month employees will be determined in accordance with the adopted school calendar. Food Service Managers are to work five (5) additional days to be scheduled by the Director. On such days, duties will be assigned by the Food Service Director.

14.2 Workweek. The normal workweek is Monday through Friday. The District reserves the right to schedule five (5) consecutive day schedules, other than the aforementioned, after proper notification to the Association. Normal scheduled five (5) day workweeks shall be exempt from overtime.

14.2.1 The Employer agrees that all conditions of employment in his/her individual operation relating to wages, number of hours worked, overtime differentials and general working conditions, shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement. The conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

14.3 Workday. Starting and quitting time for each employee shall be determined by the Supervisor. Because of the nature of the school workday, the Employer maintains the right to assign work schedules that are consistent with time of day during which the maximum amount of the employee's time may be utilized for work. The number of hours Cooks work will be designated by the Food Service Director with Association input at the beginning of the school year, but such hours may be adjusted during the year with at least two (2) weeks' notice. Time travel between schools shall count toward the employee's workday. Permanent changes in posted starting time of more than one (1) hour shall result in that employee's right to bump within his/her classification.

14.3.1 Shift. There shall be no split shift unless agreed to by the employee, Supervisor, and the Association. A split shift shall be defined as a shift that overlaps a regular shift by a minimum of three (3) to a maximum of four (4) hours. All third shift employees shall work the day shift when school is not in session unless otherwise assigned.
The Superintendent or his/her designee shall determine the normal shifts for the maintenance unit in Subgroup A.

14.3.1.2 The Association President will be notified in writing of the schedule.

14.3.2 Breaks. Any employees working six (6) or more hours per day shall be entitled to two (2) paid fifteen (15) minute breaks. All other employees shall be entitled to one (1) paid fifteen (15) minute break during any four (4) hour period. The time during which the break is taken shall be determined by the Supervisor. Subgroup A employees working overtime will be entitled to an additional fifteen (15) minute break for every two (2) hours worked. These breaks are not accruable. These breaks shall be taken at the worksite.

14.3.3 Meal Period. Any Subgroup B (Food Service) employee whose job requires five (5) or more consecutive hours in one (1) day will be entitled to a lunch period of fifteen (15) minutes duration approximately midway between the beginning and end of his/her shift, but not during the serving period.

14.3.3.1 Subgroup A employees will be entitled to an uninterrupted paid lunch period of fifteen (15) minutes duration.

No employee shall be compelled to take more than one (1) continuous hour during such period.

The time during which the lunch period is taken will be agreed upon with the Supervisor.

Article 15. Employee Assignments

15.1 Employee Assignments. Employees shall be given two (2) weeks' notice to the start of the new work year with the first day and time to report to work if their assignment has changed from the previous year.

During the first week in which an employee returns to work, a schedule shall be presented to the employee specifying the building assignment, number of days to be worked, holidays, vacation days, hourly rate, and calendar of pay periods.

Article 16. Compensation

All Employees covered by this Agreement shall be paid for all work as scheduled by his/her Supervisor. Rates of pay provided for in this Agreement shall apply.

16.1 Wages. The wages of employees covered by this Agreement are set forth in Schedule "B". Any employees covered by this Agreement shall be paid for all work as scheduled by his/her Supervisor. Rates of pay provided for in this Agreement shall apply. All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time the employee is assigned to report for work and registers in, until the time he/she is effectively released from duty.

16.1.1 Whenever Secretarial ESP bargaining unit members are asked to do the work of another bargaining unit member, and the additional assignment results in an increase in the number of hours worked in a day, the member will be paid at his/her regular rate of pay. It is also understood that when additional work becomes available during vacation recess periods and is assigned to a regular bargaining unit member, the member will be paid at his/her regular rate of pay. Other substitutes are not bargaining unit members, and those substitutes may still be paid at the Board-determined substitute rate.

16.2 Pay Period. All regular employees covered by the Agreement shall be paid in full every two (2) weeks. Not more than one (1) week shall be withheld from a regular employee. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose, including sick days, personal days, and vacation days earned to date.

16.3 Payment Plans. An employee not working eight (8) hours per day will be on the twenty-one (21) bi-weekly payment plan. An employee working eight (8) hours per day will be on the twenty-six (26) bi-weekly payment plan.

16.4 Shift Premium. Employees who work four (4) hours or more on second or third shift shall receive the following shift premium for that entire day's work:

16.4.1 Second Shift: Forty Cents (40¢) per hour;

16.4.2 Third Shift: Fifty Cents (50¢) per hour.
16.5 Sunday Work. Employees shall receive double time (2×) for all hours worked on Sundays, unless it is part of the normal scheduled workweek.

16.6 Overtime. One and one-half times (1½×) the regular hourly rate of pay shall be paid for all overtime over eight (8) hours per day, or over forty (40) hours per week. Paid holiday and sick leave hours shall be considered as hours worked for the purpose of computing weekly overtime. It must be mutually agreed upon between the Employer and the employee if the overtime is taken in the form of time-off at the rate of one and one-half (1½) hours per hour of overtime, rather than in the form of pay.

16.6.1 Flexible Schedule. If a flexible schedule is agreed to between the Employer and the employee, the time worked in excess of eight (8) hours per day within a forty (40) hour week shall be excluded from overtime. The Association will be notified if flexible scheduling is for more than two (2) days in duration.

16.6.2 Management recognizes its responsibility to provide twenty-four (24) hours' notice, whenever possible, when employees are required to work overtime, unless an emergency should occur.

16.6.3 Employees normally working less than eight (8) hours per day may be required to work eight (8) hours per day without regard to the Seniority List. Part-time or substitute employees will be allowed overtime only after the regular seniority list is exhausted.

16.4 Overtime Equalization – Maintenance Subgroup.

16.4.1 Overtime Assignment Procedure for Maintenance Subgroup

16.4.2 Overtime shall be distributed to members in the Maintenance Subgroup who normally work within each building as equally as possible. The Association shall be given a list once monthly of all overtime hours. New or transferred bargaining unit members within this Subgroup shall start with overtime hours credited to them in line with the average overtime hours of the bargaining unit members within this Subgroup presently employed in that building.

16.4.3 Record of overtime hours shall start from zero (0) each July 1st.

16.4.3.1 All overtime worked or refused by an employee in his/her respective building will be charged to the building Overtime Equalization List.

16.4.3.1.1 Overtime within an employee's building will be offered to the employee with the lowest total hours on the current Overtime Equalization List posted in his/her assigned building presently on the job. There will be an allowable ten (10) hours spread between the highest and lowest person in overtime hours.

16.4.3.1.2 If overtime for the following buildings (North, West, Edison, Lincoln and Central) cannot be performed by employees in his/her respective building, it shall be offered to all employees in the buildings above. If additional buildings are opened, they shall be added to this list.

16.4.3.1.3 If overtime is refused by employees in the schools listed above, then the entire Seniority List shall be utilized to procure employee(s) to perform the overtime work with the most senior employees called first.

16.4.3.2 Overtime assignments to cover scheduled absences shall be posted as far in advance as practicable. Assignments for unscheduled absences or emergencies will be made as soon as possible.

16.4.3.3 Emergency or sick call-in of less than one (1) hour before shift change will be offered to the employee who will work the time. Short notice of overtime will not be charged to the building Overtime Equalization List for refusal of overtime.

16.4.3.4 Overtime in buildings, other than the employee's assigned building(s), will not be charged to the employee's building Overtime Equalization List, except in the elementary building group.

16.4.3.5 Employees on extended leave for more than two (2) weeks will, upon his/her return to work, be brought up to the average total hours on the Overtime Equalization List.

16.4.3.6 Normal overtime will be worked on a shift overlap basis as assigned by his/her Supervisor.

16.5 Banquets/Dinners. Any school-related banquet or dinner held in a school after regular scheduled school hours shall be offered first to the Food Manager and Cooks of that school building according to seniority. In the event the Food Manager and/or Cook(s) decline this responsibility, other employees shall be offered the job according to his/her classification and seniority from a special duty roster.

16.6 Food Service employees shall be paid at his/her current rate of pay for attending workshops pre-approved for pay.

16.7 Overtime – Subgroup C. Overtime shall be distributed to members in each classification within a building by seniority. If overtime is refused by employees in the affected building, then the entire Seniority List shall be utilized to procure employee(s) to perform the overtime work with the most senior employees called first.

16.8 Call-in Pay. Any employee called in to work will be guaranteed a minimum of three (3) hours pay at the prevailing rate.

16.9 Employees who have completed 15 years of service or more shall receive the following longevity payment:

2.5% of annual salary (minimum $350)

Employees who have completed 25 or more years of service or more shall receive the following longevity payment:

3.0% of annual salary (minimum $450)

Employees who have completed 25 years of service or more shall receive the following longevity payment:

3.5% of annual salary (minimum $350)

Payment will be made the first pay in December.

16.9 Educational Benefit. Each employee shall be entitled to two (2) classes per school year, not to exceed a total of Five Hundred Dollars ($500.00) per year. Reimbursement will be made upon successful completion of each class. The District will allocate Five Thousand Dollars ($5,000.00) per school year. This amount will be reviewed by the Living Agreement Team prior to December 1st of each year.

Classes need to be related to jobs that are within the Bangor Township School District and be pre-approved by the Association President and the Superintendent.

Article 17. Insurance Benefits

The Union agrees to abide by all cap limits established by PA152.

The Employer shall offer healthcare coverage to all employees who are considered full time and/or work thirty-eight (38) or more hours per week.

17.1 Subgroup A: Maintenance.

The Employer shall provide to full-time bargaining unit members (according to BTESP Master Agreement) one (1) of the following options:

Option A
MESSA ABC 1 w/ 3-Tier RX Card. ($1400/$2800 deductible)
The District will fully fund the Health Savings Account on the first business day of each year.
Option B
$400 per month Cash Option
Delta Dental 75/75/75 w/$1,500 maximum, VSP 3, and $50,000 Term Life Insurance.

The Employer shall provide part-time General Maintenance (according to the BTESP Master Agreement) one (1) of the following options:

Option A
MESSA ABC 1 w/ 3-Tier RX Card. Single coverage only. ($1400 deductible)
The District will fully fund the Health Savings Account on the first business day of each year.
Option B
$400 per month Cash Option
Delta Dental 75/75/75 w/$1,500 maximum, VSP 3, and $50,000 Term Life Insurance.

17.2 Subgroup B: Food Service.

The Employer shall provide all full-time bargaining unit members (according to BTESP Master Agreement) one (1) of the following options:

Option A
MESSA ABC 1 w/3-Tier RX card. Single coverage only. ($1400 deductible)
The District will fully fund the Health Savings Account on the first business day of each year.
Delta Dental 75/75/50 w/$1,000 maximum, VSP 3 Gold, $50,000 Term Life Insurance.
Option B
Delta Dental 75/75/50/50 w/$1,000 Maximum, VSP 3, and $50,000 Term Life Insurance; $150 Cash Option

17.3 Subgroup C: Office/Instructional/Support Staff.

The Employer shall provide all full-time bargaining unit members (according to BTESP Master Agreement) one (1) of the following options:

Option A
MESSA ABC 1 w/3-Tier RX card. ($1400/$2800 deductible)
Delta Dental 75/75/50 w/$1,000 maximum, VSP 3 Gold, $50,000 Term Life Insurance.
The District will fully fund the Health Savings Account on the first business day of each year.
Option B
Delta Dental 75/75/50/50 w/$1,000 Maximum, VSP 3, and $50,000 Term Life Insurance; $400 per month Cash Option.

17.3.1 The Employer shall provide PBIS Coordinators (according to the BTESP Master Agreement) one (1) of the following options:

Option A
MESSA ABC 1 with 3/-Tier RX card. Single Coverage Only ($1400 deductible). Delta Dental 75/75/50 w/$1,000 maximum, VSP 3 Gold, $50,000 Term Life Insurance.
The District will fully fund the Health Savings Account on the first business day of each year.
Option B

Delta Dental 75/75/50/50 w/$1,000 Maximum, VSP 3, and $50,000 Term Life Insurance; $400 per month Cash Option.

Due to changes in the health care plans offered by the district and the requirements of PA 152, adjustments need to be made to minimize financial exposure of members of the BTESP and the District. In response to this, Bangor Township Schools and the BTESP agree to the following changes:

Any new eligible employee that joins the district after January 1st will be required to take the MESSA Choices II Plan with a $500/$1000 deductible for the remainder of that calendar year. The employee will then switch over to the MESSA ABC Plan on January 1st.

When an employee leaves the district or changes insurance options (Choice A to B or B to A) the employee must satisfy the 20% portion of the 80-20 requirement of PA 152 at the time of change or departure.

This amount will be deducted in equal amounts from the maximum regular paychecks beginning at the end of the annual regular MESSA September open enrollment period through the last paycheck in June.

Employees working less than full-time will be eligible for a Twenty Five Dollar ($25.00) per month cash option. The amount of cash payment received may be applied by the employee to a District-approved tax-deferred annuity. The Employer shall formally adopt a Qualified Plan document that complies with Section 125 of the Internal Revenue Code. To elect a tax-deferred annuity, the employee shall enter into a salary reduction agreement. All other costs relating to the implementation and administration of benefits under this program shall be borne by the Employer.

Article 18. Worker's Compensation

18.1 The Employer shall provide Worker's Compensation protection for all employees. Sick leave days may be integrated, at the employee's option, with Worker's Compensation payments not to exceed One Hundred Percent (100%) of the regular hourly scale.

Article 19. Protection of Employees

19.1 If any employee is sued for his/her actions where the employee was acting in conformance with the reasonable and prudent application of his/her job, the District will provide any relevant information upon request and provide legal assistance if necessary.

Article 20. Substitutes

The Board may provide substitutes for the absence of regular employees.

20.1 Substitutes may be used to perform bargaining unit work during instances of absence by regular employees, or when an unfilled temporary vacancy exists. Temporary is herein defined as less than forty-five (45) work days.

20.2 The employer has the right to shift employees of Subgroup A and Subgroup C, on the basis of seniority and ability, to perform the work of an absent employee within the Subgroup where such position is known to be longer than forty-five (45) work days in duration. Absences in the Head Cook's position shall be filled within the building on the basis of seniority.

Article 21. Miscellaneous Provisions

21.1 Copy of Contract. Copies of the new contract will be made available online no later than ninety (90) days from the date of ratification.

21.2 Association Bulletin Boards. The Employer agrees to provide suitable space for Association bulletin boards and access to school mail. Posting by the Association on such boards is to be confined to official business.

21.3 Inclement weather.

21.3.1 Schools Closed All Day.

21.3.1.1 Fifty-two (52) Week Employees. On days when schools must be closed because of inclement weather, fifty-two (52) week employees will not report with the following exceptions: it is acknowledged that (Subgroup A) personnel have duties that may require them to work on inclement weather days. On inclement weather days Subgroup A employees will have a base workday of four (4) hours, up to eight (8) hours if requested by Supervisor, paid as straight time. Subgroup A employees will follow regular workday starting times unless mutually agreed upon by the employee and their immediate Supervisor. Additional hours requested by the immediate Supervisor beyond eight (8) hours will be paid as stated in the current BTESP Master Agreement.

In the event a power outage occurs and it affects an employee's shift, report to assigned stations unless notified otherwise by his/her Supervisor. In the event of a power outage and it does not affect the employee's shift, report to assigned stations as normal.

21.3.1.2 Less than Fifty-two (52) Week Employees. On days when schools must be closed because of inclement weather, employees should not report to assigned stations unless directed so by their immediate Supervisor and safe driving conditions permit. The employee will be permitted to make-up time lost due to weather when the school day is rescheduled, or if days are not rescheduled, at the end of the scheduled work year, provided that work is available.

21.3.1.3 For those Act of God days the District is not required to make-up, employees will be paid his/her regular pay. If hours are worked on an Act of God day, they will not be paid in addition to a full workday.

21.3.2 Early Dismissal. When schools are closed early due to hazardous driving conditions, the Superintendent, or his/her designee, shall be authorized to excuse employees on an individual basis from completing the normal day. This applies when weather conditions cause such action to be taken, and it is reasonably sure the students have arrived home safely. When sent home due to such conditions, employees shall be paid at his/her regular rate of pay for the remainder of the workday.

21.4 Automobile Expense. Employees required in the course of their work to drive personal automobiles to perform business for the District shall receive an allowance of an amount equal to the current IRS mileage rate, provided previous approval of the Administration has been given. The reimbursement rate for a given school year shall be the rate published by the IRS, effective in January, prior to the start of that school year during which mileage was driven. Licensing/Testing Fees. The Employer shall reimburse employees for the cost of license/testing fees "specifically" required for the bargaining unit member to perform his/her job; however, it is further understood and agreed that employees may be required to possess a valid Michigan Operator's Driver's License without cost of license fees to the Employer.

21.5 New custodial hires shall be provided a trainer/mentor from Subgroup A for a period not to exceed two (2) weeks at three (3) hours per day.

21.6 In-Service, Workshops, Conferences. Employees shall be paid at his/her current rate for attending required activities, pre-approved for pay, up to eight (8) hours per day. The District shall pay all registration fees and reimburse mileage for the driver.

21.7 Emergency Financial Manager. If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his /her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

Article 22. Separation of Employment

Upon discharge, the Employer shall pay all money due to the employee as soon as practicable. Upon quitting, the Employer shall pay all money due to the employee on his/her next scheduled pay day.

Article 23. Separability and Savings Clause

23.1 If any Article or Section of the Contract, or any riders thereto, should be held invalid by anybody of law, or if compliance with or enforcement of any Article or Section should be restrained by such body pending a final determination as to its validity, the remainder of this Contract and any rider thereto shall not be affected thereby.

In the event any Article or Section is held invalid, or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Association or the Employer, for the

purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after the beginning of the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions in this Contract to the contrary.

Article 24. Job Descriptions/Evaluation

24.1 The individual bargaining unit members shall have the right to provide input, and to review all new or revised job descriptions prior to approval by the Board of Education. The Association President will be provided with copies of all new and/or revised job descriptions. All bargaining unit members will be formally evaluated by his/her immediate Supervisor during his/her probationary period. (See Article 6 – New Employees.)

Probationary (newly-hired) employees will be evaluated twice during his/her probationary period. The first evaluation will be conducted prior to the thirtieth calendar (30th) of probation, and the second evaluation prior to the sixtieth calendar (60th) day of probation. The evaluator will document all deficiencies, and will clearly note them on the BTESP evaluation form. A conference shall be held with the probationary employee after each evaluation to explain the evaluation. The probationer shall receive a copy of the evaluation(s), and the evaluator shall send copies to the HRC within ten (10) workdays of the evaluation, along with a written narrative. Such a narrative shall minimally contain a paragraph sufficiently describing the strengths of the probationer, a paragraph sufficiently describing the weakness and deficiencies of the probationer, and a statement indicating whether the Supervisor recommends permanent employment or termination.
24.3 Non-probationary BTESP employees shall normally be evaluated every two (2) years. The evaluation process shall utilize the form as mutually agreed upon between the Association and the Board of Education. The procedure of evaluation shall be as follows:

The supervisor shall meet with employees who are scheduled for evaluation in order to explain the evaluation procedure, go over the appraisal form, and answer any questions the employees may have.

Following the initial meeting, and before the end of the year appraisal, employees may be observed in his/her work on an ongoing basis. Classroom aides will be observed for two (2) thirty (30) minute periods where the nature of the position lends itself to observation, and where deemed practicable by the Supervisor. Employees shall be given two (2) days' notice prior to the two (2) thirty (30) to thirty-five (35) minute evaluations. In any event, the Supervisor may rely on the totality of his/her experience with the employee to complete the evaluation.

Employees shall be notified in advance as to when the final evaluation conference will take place. Employees may have an Association Representative in attendance if requested. Where the employee is deficient and needs improvement, the evaluator shall provide sufficient written comments indicating the specific nature of the deficiency, the observation(s) on which the evaluator has relied to form his/her conclusions, and specifically how improvement could

be accomplished through a plan of assistance. The appropriate Supervisor, in consultation with the individual employee, shall develop this plan of assistance.

The completed appraisal form must be completed by the Supervisor and submitted to the Personnel Office within thirty (30) days of the Final Evaluation Conference.

Employees shall receive a copy of the evaluation, and will be requested to sign the evaluation as an indication of receipt, not necessarily agreement.

Evaluation records shall be kept on forms provided by the HRC and distributed to the appropriate Administrator.

Each employee shall have the right upon request to review the contents of his/her personnel file. The employee shall have the right to Association representation during such review. It is further understood that files maintained by Supervisors or other Administrators shall be subject to the terms of this Article.

Each employee shall receive a copy of his/her evaluation with the right to review and challenge. A challenge may be made by submitting a written response to be placed in the file with the evaluation.

Evaluation procedures and forms contained in Appendix A are hereby attached to and made a part of this Agreement. No modifications or changes will be made in the Evaluation Procedure without the prior, mutual agreement of both parties.

24.8 If on-site inspections are made of a building, the employee(s) will be provided with copies of any records that the Administration makes regarding the condition of the building or the quality of the work performed if such records are to be used as a basis for future evaluations.

All observations of an employee's work shall be conducted openly by the evaluator, and with the employee's knowledge. Electronic surveillance and other covert methods of observation will not be employed.

Article 25. Duration of Agreement

This Agreement shall be in full force and effect from Jul 1, 2026 to Jun 30, 2029. The Agreement shall continue in full force and effect from year-to-year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration with the exception of health insurance benefit levels which shall be negotiated yearly for the duration of the agreement.

It is further provided that where no such cancellation or termination notice is served, and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to June 30 of any subsequent contract year, advising that such party desires to revise or change

terms or conditions of such Agreement. The respective parties shall be permitted all legal recourse to support their request for revisions if the parties fail to agree thereon.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on July 1, 2026.

Jason Forgash, President, Board of Education

Patrick Jamrog, BTESP President

Dr. Matthew Schmidt, Superintendent

APPENDIX A

Living Agreement
between
Bangor Township Schools
Board of Education
and
Bangor Township Educational Support Personnel/MEA-NEA

THIS LIVING AGREEMENT, entered into this July 1, 2008 between Bangor Township Schools Board of Education and Bangor Township Educational Support Personnel/MEA-NEA, the signatories, who shall be the sole parties to this Agreement.

WHEREAS, during 1992 negotiations, the parties recognized the need to "resolve mutual problems and concerns as they arise." In addition, both parties agreed "in principle with the concept of an ongoing problem solving process" and were "committed to achieving mutually established goals and objectives directed towards the implementation of such a philosophy" in the Bangor Township Schools system. To formalize the implementation of this concept;

IT IS AGREED, that guiding principles relative to local wages, seniority, and all pre-determined mutual or bargained agreements shall continue to remain in effect and will be changed or modified on an ongoing basis with the mutual agreement of both the Bangor Township Educational Support Personnel and Bangor Township Schools Board of Education and will be reviewed periodically.

THIS APPENDIX will be terminated only if either party notifies the other, in writing, at least sixty [60] days prior to their intent to terminate.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed by their duly authorized Officers and Representatives on this 25th day of October 2010.

Bangor Township Schools
Board of Education
Richard Kowalski, President
John Loop, Vice-President
Mark Seymour, Secretary
Brian Tobin, Treasurer
Tim Allen, Trustee
Michael Bacigalupo, Trustee
Melissa Kaczmarek, Trustee

Bangor Township Educational
Support Personnel/MEA-NEA
Debra Werner, President
Gary Grocholski, Vice-President
Jodie Scott, Negotiator
Suzanne Roe, Negotiator

APPENDIX B

		2026-2027	2027-2028	2028-2029
Subgroup A				
Class 1	General Maintenance	$20.18	$20.58	$21.00
Class 2	General Maintenance	$23.40	$23.87	$24.35
Subgroup B				
Class 1	Cashier	$15.76	$16.08	$16.40
Class 2	Cook	$16.16	$16.48	$16.81
Class 3	Elementary/Preschool/ Substitute Food Manager	$20.36	$20.77	$21.18
Class 4	Secondary Food Manager-MS	$21.06	$21.48	$21.91
Class 5	Secondary Food Manager-HS	$21.76	$22.20	$22.64
Group C*				
Class 1	At-Risk Paraprofessional/ Hall Monitor	$17.26	$17.61	$17.96
Class 2	Special Education Paraprofessional/ PBIS Coordinator	$19.26	$19.65	$20.04
Class 3	Attendance Clerks	$19.26	$19.65	$20.04
Class 4	Lead Secretary/ Counseling Secretary	$22.00	$22.44	$22.89

*Subgroup C staff hired before 3/30/2007 will receive $3.00/hour on their respective scale.

An additional .15 per hour will be paid to Subgroup C employees who hold a college degree related to their job classification or the following: School Administration Professional certificate (SAPC) or MSBO Certification (Business Office Manager, Business Office Specialist, Payroll Specialist, Human Resource Specialist)