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Master Contract

The Boyne City Board of Education & the Boyne City Educational Support Professionals Association



2024-2025
2025-2026
2026-2027

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PREAMBLE

This Agreement is entered into by and between the Board of Education of Boyne City Public Schools (hereinafter called the Board) and the Boyne City Michigan Educational Support Professionals Association (MESPA) (hereinafter called the Association).

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its supportive staff personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate negotiations have reached certain understandings which they desire to record.

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

ARTICLE I

RECOGNITION

A. The Board hereby recognizes BCESPA, a member of the Northern Michigan Education Association MEA/NEA, as the sole and exclusive bargaining representative for all full time and regular part-time bus drivers, custodians, secretaries, paraprofessionals, computer/library instructional support technician and food service staff of the Boyne City Public Schools; excluding confidential employees, supervisors and all other employees.

B. The term "bargaining unit member", singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.

C. The Board agrees not to negotiate with any organization or union other than the Association for the duration of this Agreement for this bargaining unit.

ARTICLE II

RIGHTS OF THE BOARD

A. It is agreed that the Board hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association, all the powers, rights, authority, duties and responsibilities enumerated in the School Code of 1976 and conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, and without limiting the generality of the foregoing, the rights to:

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1. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations; and to direct the activities and affairs of its employees;

2. Hire all employees and determine their qualifications and the conditions of their continued employment subject to provisions of law;

3. Promote, transfer and assign all employees;

4. Determine the size of the work force, and to expand or reduce the work force;

5. Adopt rules and regulations;

6. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

ARTICLE III

Association Rights and Protections

A. Each employee as recognized in Article I shall have the right to join the Association.

B. The Board shall provide to the Association, upon request of the Association, updated employee status information to include salary, full-time/part-time status as well as insurance status/changes, including mid-year changes, for all employees covered in the recognition clause above.

C. Designated Association representatives will be given a complete listing of all bargaining unit staff that includes the following:
1. First, middle and last name.
2. Start date of employment in current bargaining unit.
3. FTE, step, lane placement with annual salary (Base contractual wage or Schedule A only).
4. Assigned location.
5. Employee identification number (if applicable).
6. Name of position.
7. Work email address and personal email address.
8. Home mailing address.
9. Home and cell phone number.

D. The above-listed information shall be provided via shared document. The Association President shall have continuous access and ability to download and print the information.

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E. Designated Association representatives shall be given, via shared document, the same information detailed in Section A above within five (5) business days of any new hires of bargaining unit members that occur throughout the year.

F. Termination of employment, by any bargaining unit member shall be reported to the designated Association representatives, including the termination date, via shared document no later than five (5) business days after the member's last day of employment.

G. The Association shall indemnify and save the district harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of action taken, in its efforts to comply with section B above.

H. Upon appropriate written authorization from the bargaining unit members, the employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for existing program contributions on any other financial plans or programs jointly approved by the Association and the employer.

I. The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings, provided such use does not interfere with school activities and/or duties of the employees, and provided that advance approval has been obtained from the Superintendent or his/her designee at least forty-eight (48) hours prior to the scheduled meeting. The Board may charge the Association for special custodial service when necessary. Damages to district equipment, facilities and other school properties attributed to Association use may be charged to the Association.

J. Representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations. Upon arrival, such representatives shall notify the building office of their presence in the building.

K. The school district shall allow bargaining unit members to post union notices as they relate to union business both electronically and on district-provided bulletin board space.

L. Use of district equipment including computers, audio-visual equipment, telephones, photocopying machines and the like may be granted to the Union upon request by a local BCESPA officer if the equipment is not otherwise in use. The BCESPA shall pay all costs incurred for materials.

M. BCESPA members shall have the right to distribute BCESPA material to other bargaining unit members so long as such distribution does not interfere in the normal operation of the work area or his/her job performance.

M. Whenever the president of the local affiliate of the BCESPA or her/his designee is mutually scheduled between the Association and Administration during working hours, to participate in conferences, meetings or negotiations, she/he shall suffer no loss of pay.

O. The Board shall make available in each school adequate restroom facilities, free from student use, for the bargaining unit member's use (provided this is not grieved by the other bargaining unit).

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P. The rights granted herein to the BCESPA and bargaining unit members shall not be granted or extended to any other competing labor organization.

ARTICLE IV

NON-DISCRIMINATION

A. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, color, national origin, ethnicity, religion, sex (including pregnancy, gender identity, and sexual orientation), height, weight, marital status, age, disability, genetic information, veteran status, military service, or any other legally protected class.

ARTICLE V

SENIORITY

A. Seniority shall be defined as length of service within the district, as of the bargaining unit member's hire date. Seniority classification shall be: custodial, secretarial, food service staff, paraprofessional, computer/library instructional support technician and bus driver. When a bargaining unit member leaves a seniority classification, his/her seniority will be frozen in that seniority classification. When he/she returns to the seniority classification, that seniority will be unfrozen.

B. A full year of seniority shall be given to each bargaining unit member for working five (5) hours per day or more as defined by each classification. Those employees who work less than five hours per day and/or less than fifty percent (50%) of the year shall have their seniority pro-rated.

C. There shall be no seniority among probationary employees until satisfactory completion of the probationary period, at which time seniority shall be retroactive to the date of hire as a bargaining unit member.

D. A bargaining unit member shall lose seniority rights if he/she retires, resigns, or is discharged for just cause, and is no longer an employee of the district.

E. A new bargaining unit member shall be considered to be probationary until he/she successfully completes one-hundred and eighty (180) work days in the district. The purpose of the probationary period is to provide an opportunity for the employer to determine whether the employee has the ability and other attributes which will qualify him/her for regular employee status. Such determination will be given to an employee upon his/her request.

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F. In the case of more than one individual bargaining unit member beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. The Association president and bargaining unit member(s) so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected bargaining unit members and Association representatives to be in attendance.

G. The Board shall prepare, maintain and post the seniority list. The seniority list shall be prepared and posted both electronically and on the bulletin board in each school building by September 15 with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association. If no challenges are reported in writing to the superintendent's office by the Association within twenty (20) days of receipt of such list, the list shall be considered correct and acceptable to all bargaining unit members.

ARTICLE VI

HOURS OF WORK

A. All time worked over forty (40) hours will be paid at the rate of time and one-half (1-1/2). Saturday hours worked shall also be paid at the rate of time and one-half (1-1/2). Holidays and Sundays shall be paid at two (2) times the bargaining unit member's rate of pay for all hours worked.

   Additionally, one part-time "flex" position shall be created and clearly defined that could include a Saturday shift that would not be subject to the Saturday rate of pay as defined above. An additional fifteen cents ($.15) per hour will be awarded to this flex position.

B. The normal custodial workday will be eight (8) hours per day, Monday through Friday, fifty-two (52) weeks per year. An exception to this would be the part-time positions and the one (1) created flex position. It is understood that both parties want to limit the number of part-time custodial positions.

C. On days that students are not regularly scheduled, at the discretion of the superintendent or designee, the afternoon shift may be allowed to work days. However, if an evening public meeting or classes are being held in the school building, one (1) custodian may be required to work. This shall be assigned on a volunteer basis first. If there is no volunteer, it shall be assigned by an inverse seniority rotation.

D. The lunch period will be thirty (30) minutes, unpaid, uninterrupted, if the bargaining unit member works more than four (4) hours per day. The bargaining unit member shall meet with the building administrator to determine the time(s) when such lunch periods shall be taken.

E. Exception: the normal summer work day for custodians will be 6:30am to 3:00pm. Bargaining unit members shall have the option to adjust the start and end times if pre-approved by the superintendent and/or designee. If the Director of Operations

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needs to adjust the summer work hours, such change will be communicated to the employees two (2) weeks in advance.

F. Overtime shall be divided on a rotation basis. Overtime for custodians shall be divided on the basis of buildings. Overtime for secretaries and paraprofessionals computer/library instructional support technician shall be divided on the basis of buildings and area of work responsibilities. Overtime for lead cook and regular cook shall be on a rotational basis based on seniority within the building the employee is working.

G. There will be times when additional employee time is necessary to complete the normal job duties. When additional time is warranted, hours shall be offered to employees covered by the Master Agreement. Added hours shall be offered on a fair and equitable basis with most senior employees being given the first opportunity to accept or decline the additional hours of work. This is not meant to put employees in an over-time situation, but to give additional hours to those employees below forty (40) hours when the District offers additional hours. This action will have no effect on benefits and will not produce over-time. Article VII, Section G applies to the duration of this contract only.

H. Extra school bus trips shall be divided on a rotation basis according to seniority. Extra trips shall be offered first to bargaining unit drivers. The seniority list, or lists, shall be prepared by the transportation supervisor. Probationary drivers will be assigned to the bottom of the list only for the purpose of deciding the order of extra runs in order of date of hire. When there are short runs, a mutually agreed upon list will be used by the supervisor for assignment. In case of an emergency, the supervisor shall assign the extra trip or take the trip him/herself. The Association shall assign two (2) bus drivers to emergency duty each month. If the two (2) assigned bus drivers and transportation supervisor can't take the run, it will be assigned by inverse seniority. An emergency shall be considered to be a situation that comes up on the same day as the run is needed, or if a previously scheduled driver needs to cancel his/her run. The bargaining unit member shall provide the transportation supervisor with updated contact information.

I. Bargaining unit members who work seven (7) hours or more per day shall receive two (2) fifteen (15) minute relief periods per day. One (1) relief period during the first half of the work day and one (1) relief period during the second half of the work day. Bargaining unit members who work less than seven (7) hours per day but more than four (4) consecutive hours per day shall receive one (1) fifteen (15) minute relief period per day. Paraprofessionals eligible for (a) relief period(s) shall arrange their relief period(s) with the teacher(s) with approval of the principal(s) that they are assigned to in order to ensure continuity of the program.

J. Whenever a bargaining unit member is called back to work after the completion of or prior to the start of the bargaining unit member's regularly scheduled work hours, the employee shall receive the pay for actual time worked or a minimum of two (2) hours pay at the bargaining unit member’s straight time hourly rate, whichever is greater. This section does not pertain to bus drivers.

K. Whenever a bus driver elects to take an extra trip, he/she shall receive the pay for actual time worked or a minimum of one (1) hour pay at the bargaining unit member's rate, whichever is greater. When bus drivers are requested to take an extra trip which requires them to miss their regular run, they will be paid for their regular run, plus the amount of time over their regular run (at the extra trip rate), if such is applicable.

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Example 1: Driver takes extra run involving 1 hour. Misses 1-1/2 hours afternoon regular run. Result: driver is paid for regular time plus mileage for extra run.

Example 2: Driver takes extra run involving 2 hours. Misses 1-1/2 hours afternoon regular run. Result: Driver is paid for regular time plus 2 hours for extra run plus mileage for extra run.

L. Custodial Cleaners shall be responsible for cleaning and shall not be expected to perform maintenance work unless needed to do such tasks under the direction of a custodial maintenance worker. Such tasks shall be considered to be an exception to the custodial cleaner's normal duties which shall be mopping, sweeping and washing as well as other normal janitorial duties.

M. Bus drivers requested to substitute for other bus drivers shall receive their usual pay rate (not substitute pay) for the route in addition to their normal pay for the day(s) substituted when such substitution is in addition to their normal responsibilities. Bus drivers substituting for other drivers instead of their normal route shall be paid their normal wage for the day(s) substituted. In no case shall a bus driver lose wages as a result of substituting for another driver.

N. Substitutes for absent bargaining unit members shall be used on an as-needed basis. Whenever a substitute is needed in a position that would allow for an upgrade of responsibilities, that position shall first be offered to bargaining unit members within that classification. Bargaining unit members assuming such position shall receive the pay level for the upgraded position or a fifty-cent ($.50) increase, whichever is greater, for the duration of the substitution assignment.

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ARTICLE VII

HIRING, VACANCIES, PROMOTIONS AND TRANSFERS

A. Before any position in the bargaining unit is filled by transfer or recruitment, a notice shall be emailed to Bargaining Unit Members regarding the position and general qualifications, and not filled for a period of ten (10) days.
    1. If an opening lasts more than 30 calendar days, the district shall determine whether it is temporary or permanent. Bargaining unit members may apply for the temporary position and be given preference based on qualifications, seniority within the classification, and total years of service to the district. The employee will return to their previous position after completing the temporary assignment.
    2. If multiple openings occur simultaneously, the employee may apply for some or all positions, ranking their preferred work location.
    3. If the posting and hiring process has concluded without filling the position, the district may transfer someone to the position as an administrative function. If the Association disagrees with the transfer, the appeal procedure outline in Article VII will be followed.

B. System-wide transfers upon the request of a bargaining unit member shall be given preference based upon the following criteria:

    1. Qualification

    2. Seniority in classification

    3. Total years in the system area - provided, however, that assignments and the filling of vacancies shall at all times be determined exclusively by the discretionary determination of the Board. The responsibility of determining qualification of the bargaining unit member shall be an administrative function. If the Association disagrees, the assignment to the vacancy may be brought up through the appeal procedure.

C. All applications pursuant to paragraph B. hereinabove shall be filed by the bargaining unit member by personally delivering the request to the Superintendent or at the election of the bargaining unit member by emailing or mailing the request to the office of the Superintendent by first class certified mail with return receipt requested in which latter event the date of delivery shall be deemed the date application for transfer is made.

D. Assignment to vacancies shall be based on qualifications and ability to perform all of the needed duties for the position as stated in the job description and then, seniority within classification of the vacancy.

E. The responsibility of determining qualifications of the bargaining unit member shall be an administrative function. If the Association disagrees, the assignment to the vacancy is limited to being brought up through the appeal procedures, as set forth in Article VIII, Section F.

F. Appeal procedure: if a bargaining unit member believes that he/she has not received proper consideration in the awarding of a vacancy, promotion or transfer, he/she may

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appeal the decision in writing to the Superintendent within five (5) work days of being notified he/she is not being awarded the position. Upon receipt of the written appeal, the Superintendent will arrange a meeting with the bargaining unit member to discuss his/her belief that he/she did not receive proper consideration over the awarding of the position. The Superintendent will give a written decision to the bargaining unit member within five (5) work days of the meeting. If the bargaining unit member is not satisfied with the written explanation given by the Superintendent he/she shall have an opportunity to meet and appeal the decision with the Board of Education at the Board's next regularly scheduled meeting.

The Board will review and hear the bargaining unit member's appeal and will render a written decision to the bargaining unit member within ten (10) work days of the meeting. However, the Board's decision is final.

This particular article is not subject to the grievance procedure as incorporated in this Agreement. The bargaining unit member has the right to be represented by her/his Association representative throughout the above appeal process.

G. In the event of promotion or transfer, the bargaining unit member shall be given a 20 work day trial in which to show his/her ability to perform on the new job. The employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform up to the employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment. During the trial period the position may be filled by substitutes at the employer's discretion.

H. New staff hired into support staff positions will have fingerprinting and background check costs reimbursed by the District after completing 30 work days. The employee should submit a receipt within 10 days of completing the fingerprinting to be eligible.

ARTICLE VIII

STAFF REDUCTION

A. When there is a reduction in a specific classification, as defined in sub-paragraph B, employees currently serving in that classification shall be laid off commencing with the least senior employee. In the selection of employees for layoff, the school district shall retain those bargaining unit members with the greatest seniority provided they are properly qualified and able to perform all the needed duties for the position.

B. Classifications are defined as: custodial, food service, secretary, paraprofessional, computer/library instructional support technician and bus driver.

C. Whenever a bargaining unit member is to be laid off, the school district shall notify the bargaining unit member and the Association president by mailing notice within ten (10) working days of the Board meeting in which the Board took layoff action, except in case of emergency.

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D. Laid off bargaining unit members shall be rehired in accordance with classification seniority; that is, the bargaining unit member with the greatest seniority in a classification shall be rehired first, provided they have the ability and skills necessary to perform the duties of the job that is open. Necessary skills will be determined by written job descriptions agreed upon by both parties.

E. When rehiring laid off bargaining unit members, the school district will notify them by certified mail at their last known address. It shall be the duty of the member on layoff to provide their current mailing address to the administration. If such bargaining unit member does not notify the school district within seven (7) working days from the mailing date of such notice that he/she will report for work on the date specified, or give a legitimate reason, as determined by the superintendent, for delay beyond such time, he/she will be considered as having quit and all seniority shall be terminated. Seniority bargaining unit members shall have recall rights up to twenty-four (24) months from the date of layoff.

ARTICLE IX

PAID LEAVES

A. Bargaining unit members absent from duty on account of illness or disability as defined in this section shall accumulate paid sick leave days as follows:

1. School year bargaining unit members shall receive ten (10) sick days per calendar year.

2. Twelve month bargaining unit members shall receive twelve (12) sick days per calendar year.

B. Bargaining unit members shall be credited with sick days at the beginning of each contract year (prorated if hired during the contract year). A sick day is equal to the normal workday hours of the bargaining unit member's regular schedule.

C. Each bargaining unit member shall be entitled to an unlimited accumulation of unused sick leave.

D. The Board of Education may request a statement to verify the ability/inability to return to work after five (5) consecutive work days of illness or disability leave from a licensed and practicing physician in the State of Michigan. If, however, the bargaining unit member is disabled or becomes ill while out of the state, he/she will be required to contact the school system by the most expedient means and may subsequently be required to furnish a physician's statement.

E. If a bargaining unit member uses twelve (12) or more sick days in a given school year, the Board may request a physician's statement for each day thereafter.

F. The Board reserves the right at its expense to verify the findings or certification of the bargaining unit member's physician (licensed and practicing in Michigan). Bargaining unit members shall present themselves at reasonable times and places when requested by the Superintendent for purposes of such evaluation by the Board's physician. Should the

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finding of the Board's designated physician disagree with the member's physician, the member may elect to have a third opinion rendered by a physician chosen mutually by the Board and the Association. Such third opinion shall not be considered as binding on the parties. This sub-paragraph shall not be considered applicable to Workers' Compensation issues.

G. To qualify for sick leave allowance, bargaining unit members must notify the immediate supervisor as early as possible, but no later than one (1) hour before the scheduled work day begins - except in cases of emergency.

H. A bargaining unit member who suffers injury or disease which is compensable under Michigan Workers' Compensation shall continue to receive the amount of regular pay by having their sick leave reduced by the difference between his/her net pay for regular work hours and his/her Workers' Compensation pay for the duration of his/her accumulated sick leave.

I. Leaves of absence with pay chargeable against the bargaining unit member's allowance in addition to illness shall be granted for the following:

1. For illness in the immediate family (the immediate family is considered to be the spouse, child, stepchild, parent, grandparent, grandchild, mother-in-law, father-in-law, brother or sister). A special allowance for a person of personal significance to the member as well as additional days may be used in unusual circumstances if granted by the superintendent.

2. Time necessary for attendance at the funeral service of a person whose relationship to the bargaining unit member warrants such attendance but not to exceed one (1) day may be granted by the Superintendent.

J. Leaves of absence with pay not chargeable against the bargaining unit member's sick allowance shall be granted for the following reasons:

1. A maximum of five (5) days per death in the immediate family of the bargaining unit member or the member's spouse as defined in Section I, 1 above.

2. Absence when a bargaining unit member is called for jury service. The bargaining unit member shall receive the difference between his/her regular pay and jury pay. The bargaining unit member is expected to return to work when dismissed from jury duty to complete his/her shift.

3. Court appearance as a witness in any criminal case or in any case connected with the bargaining unit member's employment or the school, less any witness fee received by the bargaining unit member. The bargaining unit member is expected to return to work to complete his/her shift when dismissed from duty.

4. Two (2) days will be granted to take a military physical examination.

5. After the completion of nine (9) months in the system, a maximum of two (2) days personal leave shall be allowed per school year for performance of personal or business obligations. Such days may accumulate if unused from year to year to a maximum of five (5) such days. A maximum of three (3) personal leave days may be taken on consecutive school days. Except during the last ten (10) days of a semester and days immediately preceding or following scheduled school calendar holidays and

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vacations, personal leave days shall be freely granted upon written request to the immediate supervisor and the bargaining unit member's reason for such absence need not be stated. If taken during the last ten (10) days of a semester, before or after a holiday or vacation, the reason shall be stated.

a. A written request must be made at least forty-eight (48) hours in advance, except in the case of emergencies.

b. Days may not be used for working another job.

c. Normally, no more than two (2) employees from each job classification (culinary, bus drivers, secretaries, custodians, computer/library instructional support technician and paraprofessionals) will be granted personal business days on any given day.

K. Any bargaining unit member may voluntarily donate up to five (5) days per year of his/her accumulated sick days to another bargaining unit member facing personal long term illness or the long term illness or death of an immediate family member provided that the bargaining until member has exhausted his/her own sick/personal day allowance. It shall be the responsibility of the recipient member or his/her designee to notify the Business Office and Association President of his/her desire to seek sick day donations. In turn, the Association President shall notify members of such request and subsequently, notify the Business Office of the names of bargaining unit members who may be interested in contributing from their own personal sick day allowance to requesting recipient bargaining until member. No donation of sick days may be given to another bargaining unit member after the donating member has announced that he/she is planning on resigning or retiring.

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ARTICLE X

UNPAID LEAVE

A. Any bargaining unit member whose personal illness extends beyond the period compensated under Section A, Paid Leave, shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness or disability up to nine (9) months. Upon return from leave, a bargaining unit member shall be assigned to the same position, if available, or to a similar position for which the Board determines the bargaining unit member to be qualified.

B. Leaves of absence without pay may be granted upon application and approved for the following purposes (there shall be no fringe benefits and seniority shall not accrue while on leave, except when benefits are required to be paid by law such as in the Family Medical Leave Act):

1. Educational improvement through further training.

2. Maternity leave, or leave for purposes of adopting a child (children) shall be granted upon application. Bargaining unit members shall not be required to exhaust his/her earned personal illness days. A minimum allowance of five (5) personal illness days shall be saved if requested by the member.

3. Peace Corps leave which, however, shall be limited to not more than two (2) years.

C. Military leaves of absence shall be granted to any bargaining unit member who shall be inducted or shall enlist for the minimum of military duty to any branch of the armed forces of the United States.

D. The superintendent may authorize unpaid days off for those reasons not covered by sections a, b, c, or d. Such requests will be reviewed on a case-by-case basis. A review of the employee's overall leave time usage shall be considered. The superintendent shall provide a written response to the employee and the decision shall be final.

E. Bargaining unit members will be required to substitute accumulated contractual paid leave time (personal or sick days) for Family Medical Leave Act (FMLA) requests and shall have the ability to reserve up to ten (10) paid leave days. The member may choose the combination of personal or sick days that make up these ten (10) paid leave days. Each member requesting FMLA will meet with the Business Office designee to determine the amount of paid leave to be used. The member may be at his/her option, have a representative of the Association present during this meeting.

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ARTICLE XI

HOLIDAYS

A. Custodians shall be paid for the following holidays:

Labor Day
Thanksgiving
Day after Thanksgiving Day
Christmas Day
Day after Christmas Day
Three (3) floating holidays*
New Year's Eve Day
New Year's Day
Good Friday
Memorial Day
Independence Day

*Floating holidays may only be used during winter, spring or summer recesses.

B. Secretarial/clerical, paraprofessional, computer/library instructional support technician and culinary bargaining unit members shall be paid for the following holidays:

Labor Day (if regular duties begin before Labor Day)
Thanksgiving Day
Day after Thanksgiving Day
Memorial Day
Christmas Day
New Year's Day
Good Friday
Five (5) Floating Holidays

*Floating holidays may only be used during winter, spring recesses.

C. If any of the above holidays fall on a Saturday it will be observed on the preceding Friday; if the holiday falls on Sunday, it will be observed the following Monday.

D. If school is in session on one (1) of the above holidays then another day will be allocated as the holiday.

E. When Good Friday falls during Spring Break, employees shall receive a full day of holiday pay. When Good Friday falls outside of Spring Break, employees shall receive a half day of holiday pay.

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ARTICLE XII

VACATION DAYS

A. Twelve month bargaining unit members shall receive paid vacations as follows:
   - After members complete probationary period they will receive five (5) vacation days.
   - On two (2) year anniversary = ten (10) days
   - On five (5) year anniversary = fifteen (15) days
   - On sixteen (16) year anniversary = sixteen (16) days
   - On twenty (20) year anniversary = eighteen (18) days
   - On twenty-five (25) year anniversary = twenty (20) days

   Vacation days are given at the beginning of contract (September 1) so if employee has an anniversary after September 1 they will be granted the additional days on their anniversary. Example: four (4) year employee starts with ten (10) days September 1, has anniversary in November, now has five (5) additional days added to total fifteen (15) days.

B. Ten month secretaries shall receive paid vacations as follows:
   - After completion of ten (10) years of service - three (3) vacation days
   - After completion of twenty (20) years of service - five (5) vacation days

   The bargaining unit member shall meet with his/her building administrator to schedule usage of such days in order to allow adequate time to secure and train a quality substitute. Such vacation days shall not be carried over or accumulate.

C. Bargaining unit members have the right to choose the time of their vacation with the approval of their supervisor. Vacation time will be awarded at the beginning of the contract year for 12 month employees, but on the bargaining unit member's anniversary date for those who work less than 12 months. Such vacation time will not be accumulated or carried over to the next year if unused.

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ARTICLE XIII

GRIEVANCE PROCEDURE

A. Any bargaining unit member, group of bargaining unit members or the union, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may file a written grievance.

B. The term "days" shall mean days when school is in session or calendar days if being applied prior to or after the regular school year.

C. The following matters shall not be the basis for any grievance filed under the procedure outlined in this Article:

1. Article VIII, Vacancies, Transfers and Promotions

2. The discharge of probationary employees

D. Level I - Informal. The grievance must be discussed with the immediate supervisor within ten (10) days of the alleged violation, misinterpretation or misapplication; or within ten (10) days of when the aggrieved had knowledge thereof. Immediate supervisors are: Building Principal for paraprofessionals, computer/library instructional support technician, food service and secretaries; Transportation Supervisor for bus drivers; and Director of Operations for custodians.

E. Formal - Level I. If no resolution is obtained within five (5) days of the discussion the grievance shall be reduced to writing within five (5) additional days and submitted to the immediate supervisor no later than the tenth (10^{th}) day following the discussion.

The immediate supervisor shall meet with the grievant within five (5) days of receiving the grievance in an effort to resolve the grievance. The immediate supervisor will give a written response to the union and the grievant within five (5) days of the meeting.

F. Formal - Level II. - Superintendent. If the immediate supervisor's response is unsatisfactory or if no response is given within ten (10) days, the grievance shall be appealed to the superintendent. The superintendent shall meet with the grievant within five (5) days in an effort to resolve the grievance. The superintendent shall give a written response to the union and the grievant within five (5) days of the meeting.

G. Formal - Level III. - Board of Education. If the Superintendent's response is unsatisfactory, or if no response is given, the grievance shall be appealed to the Board of Education within ten (10) days of the meeting with the Superintendent. The Board of Education shall meet with the grievant in an effort to resolve the grievance within thirty (30) days. The Board of Education shall give a written response to the union and the grievant within five (5) days of the meeting.

H. If the Association is not satisfied with the disposition by the Board of Education, the grievance may be submitted to binding arbitration within ten (10) days of receipt of the Board's answer or if no response is given, within twenty (20) days of the meeting with the Board.

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I. If the parties cannot agree to the arbitrator within ten (10) days from notification that arbitration will be pursued, the arbitrator will be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding.

J. The powers of the arbitrator are subject to the following limitations:

1. The arbitrator shall have no power to alter, amend, add to or subtract from the terms of this Agreement.

2. He shall have no power to establish salary scales.

3. He shall have no power to change any practice, policy or rule of the Board, nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.

4. He shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide.

5. He shall have no power to interpret state or federal law.

6. He shall not hear any grievance previously barred from the scope of the Grievance Procedure.

7. No arbitrator shall have the power or authority and no jurisdiction over matters within the exclusive jurisdiction of Courts and/or State and Federal agencies. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

8. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

9. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

10. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

K. Miscellaneous Provisions:

1. The fee and expenses of the arbitration shall be shared at the rate of 50% for the Board and 50% for the Association.

2. Should an employee fail to institute a grievance within the specific time limits, the grievance will not be processed. Time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

3. Should an employee fail to appeal a decision within the specific time limits, or leave the employ of the Board, (except a claim involving a remedy directly benefitting the grievant

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regardless of his/her employment), all further proceedings on a previously-instituted grievance shall be barred.

4. Grievances shall be filed and contain all specific information on the grievance form attached as Appendix B.

5. A bargaining unit member shall be entitled to have his/her union representative accompany him/her at any level of the grievance procedure.

6. Any grievance not filed or appealed within the above designated time limits shall be barred from further proceedings.

7. The decision of the arbitrator shall be final, conclusive and binding upon the bargaining unit member, the Board, and the Union, subject to the right of judicial review.

8. The Association shall have no right to initiate a grievance involving the right of an employee or group of employees without his or their express approval in writing thereon.

9. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Association representative are to be at their assigned duty stations.

10. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolved.

11. If the grievance is satisfactorily resolved at any level, action on the grievance shall terminate.

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ARTICLE XIV

INSURANCE COVERAGE

A. Premium Contribution
    1. District uses the full legislative Hard Cap for health insurance for the duration of this contract. The EA has chosen MESSA as the Health Insurance Carrier. A committee of EA members and ESP members shall make the decision on future health care offerings.
        i. Plans:
            1. Choices $500/$1000 3 Tier w/Mandatory Mail RX
            2. ABC Plan 1 $1600/$3200 3 Tier W/Mandatory Mail RX
            3. Choices $1000/$2000 10% Coinsurance 3 Tier w/Mandatory Mail RX
            4. ABC Plan I $1600/$3200 10% Coinsurance 3 Tier w/Mandatory Mail RX
    2. Due to the district's desire to have one insurance provider (per type of insurance: health, vison, dental) and the same choices for employees within the provider's offerings, coverage offerings will remain consistent with the current contract for the 2021-2022 school year. Both parties agree to address this topic with a letter of agreement no later than July 1, 2022 to coordinate changes to health insurance.

    3. If member chooses an ABC Plan, the Health Savings Account (HSA) will be credited per pay cycle.

    4. Member contributions shall be payroll deducted using pretax dollars. The Board will pay pro-rated insurance less member contributions amounts for those employees eligible based on less than full FTE of the assignment.

    5. The Association shall maintain the option to explore other products when they become available to reduce their member contribution levels.

B. In the above program the coverage shall be designated to the classification of coverage by the bargaining unit member's personal family group being: individual, if single, with or without dependents, or individual and spouse and children, if married with children.

C. Each bargaining unit member eligible for medical and hospital coverage will receive $50,000.00 Group Basic Term Life Insurance with Accidental Death and Dismemberment Coverage, as has been the practice.

D. The employer shall provide a cash option in lieu of health benefits at the rate of seventy percent (70%) of the single subscriber rate for health benefits.
    1. The employer shall formally adopt a qualified plan document which complies with section 125 of the Internal Revenue Code.

    2. All costs relating to the implementation and the administration of benefits under this program shall be borne by the employer.

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E. All bargaining unit member bus drivers receive the above two-person subscriber medical insurance if working less than six (6) hours per day. If working six (6) or more hours per day, the member will receive fully paid medical insurance premium.

F. Any bargaining unit member working thirty hours (30) hours or more in a week as their normal schedule will receive single subscriber health insurance. All full time eight (8) hour custodial employees will receive full family medical insurance premium.

All full time secretarial, will receive two person medical insurance premium (Stephenson, Neidhamer shall continue as grandfathered for full family). Extra bus trips will not be considered for insurance.

LONG TERM DISABILITY

G. For all bargaining unit members who work twenty-nine (29) or more regular hours of employment per week, the Board shall provide MESSA Long Term Disability Insurance, or other LTD insurance comparable or equivalent.
Benefits of LTD are:
66 2/3% of Salary
Maximum benefit: $5000
Waiting Period: 90-day calendar day modified fill
Alcohol/Drug: same as any other illness
Mental/Nervous: same as any other illness
Pre-existing conditions: waived
COLA: No
Social Security Offsets: Family
SS Freeze: Yes

DENTAL INSURANCE

H. For all bargaining unit members (except bus drivers) the Board shall provide MESSA Delta Dental 100/100/100/75 with $2,000.00 Annual Max Class I, II, & III plus $3,000 Lifetime Max IV orthodontic benefits with coordination of benefits, or an equivalent Delta Dental Plan, or a dental program comparable or equivalent as agreed upon by the Association and the Board.

VISION

I. All bargaining unit members shall receive vision coverage through the MESSA VSP 3 Plus 250CL.

MISCELLANEOUS

J. The Board will pay bargaining unit members' retirement benefits in accordance with Act 244 of the Public Acts of the State of Michigan of 1974 being an act to provide for retirement systems for Michigan Public School Employees.
K. The Board of Education is the policy holder of all health insurance policies.
L. The Association shall maintain the option to explore other products when they become available to reduce their contribution levels.

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ARTICLE XV

VEHICLE PROPERTY DAMAGE

A. The Board agrees to pay up to the sum of one hundred dollars ($100.00) to reimburse a bargaining unit member for non-insurance covered damage inflicted upon the vehicle of said bargaining unit member provided that the damage of malicious destruction occurs during the duty time or special assignment of such bargaining unit member assigned parking lot or contiguous to the bargaining unit member's assigned building or activity if no such parking lot has been designated provided, however, the bargaining unit member in such instance shall first report the damage to the local police agency, make and furnish any requested written reports, sign a complaint against the person or persons alleged to have committed the act and testify as to damage if requested. In all instances before claiming reimbursement the bargaining unit member shall submit evidence in a letter form from the agent or insurance carrier that the inflicted damage is not covered under any insurance policy.

ARTICLE XVI

FURTHER COMPETENCE

A. The Board will pay School Nutrition Association (SNA) dues for each culinary bargaining unit member who is interested in becoming certified.

B. The bargaining unit member shall apply to the Superintendent for approval as to applicability in furthering the bargaining unit member's competence. The Board will reimburse bargaining unit members the cost of registration, meals, mileage and lodging to attend superintendent-approved conferences and workshops.

C. In the event funds are not available for expenses of attending workshops and conferences, the bargaining unit member will be allowed to attend the event with no loss of pay upon approval of the superintendent.

D. The Board will pay full cost for each bus driver's required physical examination if the driver receives the physical from the Board's doctor. An equal amount will be provided if the driver receives the physical from other than the Board's doctors.

E. Those culinary bargaining unit members certified by SNA will receive, in addition to their regular rate, ten (10) cents per hour.

F. Bus drivers shall be compensated at the extra trip wage rate for each hour of attendance at bus driver training school and for time spent complying with legally required drug testing if such testing is required on time scheduled outside of regular work time. Additionally, bus drivers shall be reimbursed for the cost of commercial driver’s license (CDL) fees/renewals.

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G. An employee who is subject to the requirements of the ESEA, who is unable to meet the requirements by the deadline established by law shall be laid off by the district with recall rights as established under Article IX hereunder.

H. If a bargaining unit member is regularly scheduled to work during the time of an all-staff inservice, and is administratively requested or invited to attend said inservice, the bargaining unit member shall be paid at the member's regular hourly rate. If the inservice is held during not regularly scheduled hours, attendance shall be voluntary and the bargaining unit member shall be paid at the member's regular hourly rate.

I. All food service staff expected to report on ½ school days may request a sub cook to perform their duties. Hours given up will not be charged leave time. If those working assume an upgraded position, they will receive the pay for the upgraded position or fifty cents ($.50), whichever is greater. The lead cook (or cook) will email the Food Service Director 10 days before the scheduled ½ day, state they will be off on the ½ day and who is working on that day. If no one subs, the Lead Cook (or Cook) who opens will be expected to work.

J. Clothing Allowance.

Each contract year, bargaining unit members shall have up to $100.00 to spend on Boyne-wear and/or uniform type items, as each department's direct supervisor decides. The Supervisor will provide a list of items that can be ordered on behalf of the bargaining member no later than September 30th of each year. Bargaining unit members will have five (5) working days to complete their order and turn it in to their supervisor to receive the item(s) for the school year. If a bargaining unit member needs shoes, the bargaining unit member may choose to use the clothing allowance on shoes but will need to turn in a receipt to get reimbursed.

ARTICLE XVII

PERSONNEL FILES, PROGRESSIVE DISCIPLINE AND EMPLOYEE COMPETENCE

A. Bargaining unit members shall have the right to review the contents of all personnel file records of the Board pertaining to said individual, originating after the initial employment, and to have a BCESPA representative present at such review.

B. No material originating after the initial employment shall be placed in a bargaining unit member's personnel record unless she/he has had an opportunity to review said material. The bargaining unit member may submit a written notation within twenty (20) days of awareness of such document being placed in personnel record and the same shall be attached to the material in question. If the bargaining unit member believes the material placed, or to be placed, in her/his file is inappropriate or in error, she/he may receive adjustment, provided cause is shown, through legal action whereupon the material shall be corrected or expunged from the file. If a bargaining unit member is requested to sign material to be placed in her/his file, such signature thereon shall be understood to indicate her/his awareness of the material but, in no instance, shall said signature be interpreted to mean agreement with the material's content. After successful completion of two (2) years of satisfactory employee performance, an employee may request that all documents which

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reflect negatively on the employee's competence or performance as stated above may be expunged from the employee's personnel file. This shall be subject to Superintendent review. It is further understood that no complaints shall be placed in the personnel unless substantiated and with the name of the complainant identified.

C. Evaluation is an on-going process of the performance of a bargaining unit member as conducted by on-the-job observation and shall be in writing and followed by an evaluation conference. Evaluations shall be done at least once every year. Bargaining unit members shall be given a copy of all written evaluations and related documents placed in the member's personnel file. If any evaluation is of a negative nature, a second evaluation shall be conducted if requested in writing by the bargaining unit member or the evaluator.

D. The monitoring or observation of the performance of a bargaining unit member which may be included in the evaluation shall be conducted with full knowledge of the bargaining unit member unless the circumstance is of such a nature to preclude privacy or immediate access to the bargaining unit member, in which event the bargaining unit member shall be notified as soon as possible but in no less than a seventy-two (72) working hour period.

E. In the event a bargaining unit member's evaluation is not positive, a conference shall be held between the bargaining unit member and the evaluator within ten (10) working days. The evaluation shall be done in duplicate with one (1) copy to the bargaining unit member and the second copy in the bargaining unit member's personnel file.

F. If the evaluation is not acceptable, needs improvement or is in any way not positive, the reasons therefore shall be set forth in specific terms as a recommendation of the ways in which the bargaining unit member should improve his/her performance. In subsequent evaluation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

G. The appraisal report used to evaluate bargaining unit members shall be jointly formulated by the Board and the BCESPA and is not grievable.

H. A bargaining unit member shall be notified in advance, in writing, of the purpose of a meeting where an unsatisfactory rating and/or disciplinary action is contemplated and shall be entitled to have a BCESPA representative present. If representation is requested, no action shall be taken until the bargaining unit member has an Association representative present or unless the situation is of such a serious nature to warrant immediate action.

I. No employee shall be discharged or disciplined without just cause.

J. A system of progressive and corrective discipline shall be applied to all bargaining unit members in the district unless circumstances occur which require immediate action. The Board may initiate discipline at the appropriate level up to, and including, discharge.

1. verbal warning
2. written warning
3. written reprimand
4. suspension with pay
5. suspension without pay
6. discharge

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K. If a Freedom of Information Act (FOIA) request is received for an employee's personal file or personnel file information, the employee will be notified within 24 hours of the request when it is received by an administrator. The board will take the maximum time allowed by the FOIA to comply with the request. The purpose of this is to allow the employee the opportunity to review the material and determine if legal action is warranted on his/her part.

ARTICLE XVIII

ASSOCIATION DAYS

A. There shall be forty (40) working hours paid by the Board and forty-eight (48) working hours of unpaid time available for Association business at the regular rate of pay of the member using the time for the paid Association time. Members who work less than six hours per day using such time are limited to two of their regular days of paid time and/or six of their regular days of unpaid time to use for Association business unless approved for use of additional such hours (under the limitations set forth above) by their supervisor. Approval of such Association leave hours/days will be granted only upon written approval from the Association president.

B. The Association President will notify the Superintendent at least twenty-four (24) hours in advance of the use of Association time and the name of the BCESPA member using the time.

C. BCESPA members on the afternoon shift will be allowed a maximum of two (2) hours per month to attend an Association meeting. The lost time must be made up and the meeting cannot be held while students are in a regularly scheduled class. However, a bargaining unit member cannot attend the meeting if he/she must be on duty for a scheduled activity in a building.

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ARTICLE XIX

INCLEMENT CONDITIONS

A. On inclement weather days, custodians will work their full shift upon arrival and be paid a twenty (20) cent per hour premium for hours worked. All other employees will not be expected to report for work unless notified otherwise. If a bargaining unit member is required to report to work by an administrator, that member shall also be paid a twenty (20) cent per hour premium for hours worked. Bargaining unit members not required to work shall be entitled to utilize three (3) paid inclement weather days per year.

If schools are closed more than three (3) normally scheduled work days, due to inclement weather or other act of God events, any employee who cannot report for work or who is not approved to work on such days may, at the member's election, receive pay for such day to be charged against the member's accumulated sick or personal leave.

ARTICLE XX

NO STRIKE CLAUSE

A. The Association and Board recognize that strikes and other forms of work stoppages during the life of this contract by bargaining unit members are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any bargaining unit member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any bargaining unit member to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

B. The Board will not lock out any bargaining unit member during the life of this Agreement.

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ARTICLE XXI

BARGAINING UNIT MEMBER PROTECTION

A. Generally, bargaining unit members will not be assigned to work in a building alone as part of their regular work assignment, although under some circumstances this may be necessary.

B. Job related assault upon an on-duty bargaining unit member shall be promptly reported to the immediate supervisor. The Board will assist the bargaining unit member in dealing with law enforcement and judicial authorities. Such Board assistance shall include legal assistance, subject to the limits of the Board's liability insurance, provided that the bargaining unit member is not judged the guilty party in the incident.

C. Time lost by a bargaining unit member for a job related assault shall not be charged against the bargaining unit member's sick leave provided that the bargaining unit member is not judged guilty in the incident and for the period not covered by the Board's Workers' Compensation Insurance.

D. In the event a written complaint or charge is made against a bargaining unit member, the bargaining unit member shall be given information with respect thereto and with respect to any investigation conducted by the Board if the complaint or charge is to be the basis of, or included in any disciplinary action.

ARTICLE XXII

ENTIRE AGREEMENT

A. This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices whether oral or written and expresses all obligations imposed upon the Board and the Association. This Agreement is subject to amendment, alterations or addition only by subsequent written agreement between and executed by the Board and the Association. This contract supersedes any rules, regulations or practices of the Board contrary to the terms of this Agreement.

B. It is contemplated that matters not specifically covered by this Agreement but that may be of common concern to the parties will be dealt with in a mutually scheduled meeting. This does not obligate either party to bargain collectively during the life of this Agreement about matters covered in this Agreement.

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C. In any negotiations described in this section, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, then either party may invoke the mediation machinery of the Michigan Employment Relations Commission.

E. All individual contracts with bargaining unit members are subject to the terms of this Agreement.

F. A copy of this Agreement shall be posted online on the district website within thirty (30) days, if possible, after it is ratified and signed, and shall be provided in hard copy, upon request, to any bargaining unit member now employed or hereafter employed by the Board. The BCESPA shall be allowed to make five (5) copies at the district expense for its use.

G. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act shall be allowed to reject, modify, or terminate this collective bargaining agreement in accordance with the Local Government and School District Fiscal Accountability Act.

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ARTICLE XXIII

SEPARABILITY

A. If any provision of the Agreement shall be found contrary to law by a court of competent jurisdiction from whose final judgment or decree an appeal has been taken within the time provided for doing so, then such provision shall be deemed null and void but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XXIV

GENERAL

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every bargaining unit member working for the Board shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining or negotiations with respect to wages, hours, terms and conditions of employment. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States, that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Union, participation in activities of the Union or otherwise with respect to any terms or conditions of employment. It is likewise understood and agreed that the Union, its agents or members shall not discriminate against any employee as provided by Public Act 379.

B. Bus drivers shall receive full reimbursement for the cost of chauffeur licenses.

C. When a bargaining unit member is required to use his/her personal vehicle for school business, he/she will be paid at the IRS rate and according to Board policy.

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ARTICLE XXV

DURATION OF AGREEMENT

A. This Agreement shall be effective as of September 1, 2024, and shall continue in effect through August 31, 2027. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

B. Steps and insurances increases will not be paid by the Board of Education until a successor Agreement is in place. Retroactive reimbursements will be a negotiable item of bargaining, unless otherwise mandated by state statute.

ACCEPTANCE AND RATIFICATION

Boyne City School District

Zareena Koch, Board President

07/19/2024

Date

Patrick Little

Patrick Little, Superintendent

07/18/24

Date

Nathan Fleshman, NMEA President

07/18/2024

Date

Boyne City Michigan Education Support Personnel Association

Kara Wasylewski, BCESPA President

07/18/2024

Date

Kurt Murray, MEA Chief Spokesperson

07/18/2024

Date

Deb Larson

Deb Larson, Staff Liaison

7/18/24

Date

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APPENDIX A

Wage Schedule

WAGE SCHEDULE

Custodial - Maintenance	**2024-25**	**2025-26**	**2026-27**
Year One	$21.98	$23.08	$24.23
Year Two	$23.72	$24.91	$26.16
Year Ten	$23.96	$25.16	$26.42
Year Twenty	$24.19	$25.40	$26.67

Custodial - Cleaner	**2024-25**	**2025-26**	**2026-27**
Year One	$16.89	$17.73	$18.62
Year Two	$18.23	$19.14	$20.10
Year Three	$19.95	$20.95	$22.00
Year Ten	$20.18	$21.19	$22.25
Year Twenty	$20.42	$21.44	$22.51

Lead Cook	**2024-25**	**2025-26**	**2026-27**
Year One	$17.63	$18.51	$19.44
Year Two	$18.83	$19.77	$20.76
Year Three	$20.44	$21.46	$22.53
Year Ten	$20.63	$21.66	$22.74
Year Twenty	$20.82	$21.86	$22.95

Regular Cook	**2024-25**	**2025-26**	**2026-27**
Year One	$16.34	$17.16	$18.02
Year Two	$17.51	$18.39	$19.31
Year Three	$19.15	$20.11	$21.12
Year Ten	$19.33	$20.30	$21.32
Year Twenty	$19.52	$20.50	$21.53

Principal Secretary	**2024-25**	**2025-26**	**2026-27**
Year One	$19.58	$20.56	$21.59
Year Two	$21.14	$22.20	$23.31
Year Three	$22.74	$23.88	$25.07
Year Ten	$22.94	$24.09	$25.29
Year Twenty	$23.15	$24.31	$25.53

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Asst. Principal, Athletic Director and Counselor Secretary	**2024-25**	**2025-26**	**2026-27**
Year One	$17.54	$18.42	$19.34
Year Two	$19.10	$20.06	$21.06
Year Three	$20.74	$21.78	$22.87
Year Ten	$20.91	$21.96	$23.06
Year Twenty	$21.11	$22.17	$23.28

Paraprofessional	**2024-25**	**2025-26**	**2026-27**
Year One	$16.77	$17.61	$18.49
Year Two	$17.30	$18.17	$19.08
Year Three	$18.30	$19.22	$20.18
Year Four	$19.44	$20.41	$21.43
Year Five	$19.90	$20.90	$21.95
Year Ten	$20.07	$21.07	$22.12
Year Twenty	$20.24	$21.25	$22.31

Bus Driver	**2024-25**	**2025-26**	**2026-27**
All Drivers: Base	$12,951	$13,598	$14,278
Year Ten	$13,076	$13,729	$14,416
Year Twenty	$13,200	$13,860	$14,553
Extra Trip (per hour)	$18.04	$18.94	$19.89
Mileage Rate For Extra Trips	$0.42	$0.44	$0.46

NOTE: The title "Custodian" will be replaced by "Custodial Maintenance". Additionally, current custodial maintenance workers as of the ratification of the 1996-99 contract shall continue in that position until terminated by resignation, retirement or for cause. Custodial maintenance workers shall not be laid off to be replaced by custodial cleaners.

1. The above-stated Extra Trip (per hour) rate shall be used as an inservice training rate for Bus Drivers who are requested to attend inservice activities scheduled outside their normal work day/work year.

2. The bus driver who drives the vocational education route shall not be paid when the trip is not taken.

3. The Board will continue to pay the employer's share to the Public School Employees Retirement Fund for each bargaining unit member.

4. All bargaining unit members will receive their step increase on their anniversary date unless a successor agreement has not been ratified.

5. A work day is any day on which the employee is scheduled to work and performs any work on such day or is paid for that day.

6. A paraprofessional who works two (2) hours per day or less will receive an additional twenty-five ($.25) per hour.

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7. Bargarining unit employees with zero (0) unpaid days for the contract year will receive $500.00 in the first pay of the following school year; an eight (8) hour per day employee is considered full time for this section, part time employees will be prorated based on their percentage of employment.

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ACCUMULATED SICK LEAVE INCENTIVE

In recognition of sick leave accumulated under Article X (Paid Leaves) of this contract each employee shall receive an additional percentage of hourly salary based upon the number of sick leave days accumulated as of the beginning of each school year prior to that year's allowance being added. Each accumulated day shall increase an employee's salary by 1/1000th of a percent (.0001). EXAMPLE: an employee with 100 accumulated days would receive 1% in additional Schedule A hourly salary (.0001 x 100). A beginning employee, or an employee with no accumulated sick leave, would receive no additional salary under this provision.

Less than full time employees' sick leave days shall reflect partial days based on the appropriate fraction of an eight (8) hour day, as is currently the practice, and shall be adjusted based upon their individual contract status from year to year.

The percentage shall be paid on the employee's Appendix A Salary only. For Bus Drivers, the additional percentage shall only apply to their base annual salary; it shall not apply to the mileage rate or extra trip hourly rate.

ACCUMULATED SICK LEAVE TERMINATION PAY

An employee upon retirement or resignation shall be paid for all unused sick leave days accumulated during the last eight (8) years of employment (96 day maximum) with the District at the rate of eight dollars ($8.00) per unused day. Any sick leave days used within the last eight years shall not be paid. EXAMPLE: an employee resigns with 125 accumulated sick leave days, 80 of which were accumulated over the last eight years of employment. The employee would receive ($8.00 x 80) $640.00 termination pay.

The daily rate of eight dollars ($8.00) per day will be paid to those employees whose normal working day is eight (8) hours per day during the year the sick leave was accumulated. For employees working less than eight (8) hours per day, the eight dollars ($8.00) per day shall be prorated based on their normal average working day during that year.

Example:	Year	Hrs/Day	Proration	Rate
	1	2	2/8	$2.00
	2	4	4/8	$4.00
	3	5	5/8	$6.25

The termination payment will be made by July 15th of the next fiscal year.

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APPENDIX B

BCESPA GRIEVANCE REPORT FORM Boyne City Public Schools

Distribution of Form:

1. Superintendent
2. Supervisor **(Submit to Supervisor in Duplicate)**
3. Association
4. Bargaining Unit Member

Grievance No._____

Building: _____ Name of Grievant:

Assignment: _____ Date Filed: _____

STEP I

A. Date Cause of Grievance Occurred:

B. 1. Statement of Grievance:

2. Relief Sought:

Signature Date

B. Disposition of Supervisor:

C. Position of Grievant and/or Association:

Signature Date

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If additional space is needed in reporting Sections B 1 & 2 of Step I, attach an additional sheet.
Note: Continued on reverse side

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STEP II

A. Date Received by Superintendent or Designee:

B. Disposition of Superintendent or Designee:

Signature Date

C. Position of Grievant and/or Association:

Signature Date

STEP III

A. Date Received by Board of Education or Designee:

B. Disposition by Board:

Signature Date

C. Position of Grievant and/or Association:

Signature Date

STEP IV

A. Date submitted to arbitration:

B. Disposition and award of arbitrator:

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Signature Date

Note: All provisions of Article XIV of this Agreement dated September 10, 2007, will be strictly observed in the settlement of grievances.