COLLECTIVE BARGAINING AGREEMENT

between

BATH COMMUNITY SCHOOLS

and

BATH COMMUNITY SCHOOL AIDES

Chapter of Local 1059
American Federation of State, County, and Municipal Employees
AFL-CIO

2025-2027

TABLE OF CONTENTS

AGREEMENT 1
.....
UNION RECOGNITION 1

ARTICLE 1: PURPOSE 1

ARTICLE 2: UNION REPRESENTATION 1
Stewards and Alternate Steward 1

ARTICLE 3: BOARD AND ADMINISTRATIVE RIGHTS 2

ARTICLE 4: UNION RIGHTS AND RESPONSIBILITIES 3
Union Rights 3
Meeting Facilities 3
Employee Communications 3
Requested Information 3
Union Responsibilities 3
Union Representatives 3
Concerted Activities 3
Union Activities 4

ARTICLE 5: GRIEVANCE PROCEDURE 4
Definitions 4
Procedures 4
Step One 4
Step Two 5
Step Three 5
Step Four 5
Step Five 5

ARTICLE 6: SENIORITY 7

ARTICLE 7: LAYOFF AND RECALL 8

ARTICLE 8: VACANCIES AND TRANSFERS 9

ARTICLE 9: RATES FOR NEW JOBS 10

ARTICLE 10: DISCHARGE AND SUSPENSION 10
Notice of Discharge or Suspension 10
Discipline 10
Union Representation 10
Appeal of Discharge or Suspension 10
Use of Past Record 10

ARTICLE 11: HOURS AND CONDITIONS OF WORK 11
Hours of Work 11
Conditions of Employment 11
Meals and Rest Periods 12
Training 12
Subbing 12

ARTICLE 12: UNION BULLETIN BOARDS 12

ARTICLE 13: DISTRIBUTION OF AGREEMENT 13

ARTICLE 14: LEAVES 13
Paid Leave 13
Sick Leave 13
Personal Business 14
Funeral Leave 14
Jury Duty 14
Worker's Compensation Supplement 14
Military Service 15
Notification 15
Verification 15
Unpaid Leaves 15

ARTICLE 15: TUITION REIMBURSEMENT 16
Tuition for Job Enhancement 16

ARTICLE 16: INSURANCE 17

ARTICLE 17: HOLIDAYS 18

ARTICLE 18: LONGEVITY 19

ARTICLE 19: SEVERANCE PAY 19

ARTICLE 20: MAINTENANCE OF CONDITIONS 20

ARTICLE 21: NEW EMPLOYEE ORIENTATION 20

ARTICLE 22: DURATION OF AGREEMENT 21

APPENDIX A: WAGES 22

AGREEMENT

This agreement entered into this 1st day of July 2022, between the Bath Community Schools Board of Education (hereinafter "Employer") and Local 1059, affiliated with Michigan Council #25, American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter "Union").

UNION RECOGNITION

A. The Employer recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

B. The term "employee" as used herein shall include all full-time and part-time school aides. Full-time employees shall be considered anyone working six and one half (6½) hours or more per day. Excluded from the unit are substitutes, supervisors, department heads, elected officials and all others.

ARTICLE 1: PURPOSE

It is the purpose of this Agreement to promote and ensure the harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to ensure collective bargaining and to establish standards of wages, hours, working conditions and other conditions of employment.

References made to gender in this Agreement shall be interpreted and construed as including both male and female.

ARTICLE 2: UNION REPRESENTATION

A. STEWARDS AND ALTERNATE STEWARD

The employees covered by this Agreement will be represented by two Stewards and an Alternate Steward.

1. The Employer will be notified of the names of the Stewards and Alternate Steward who would serve only in the absence of the regular steward.

2. The Steward, without loss of time or pay, may investigate and present grievances to the Employer.

ARTICLE 3: BOARD AND ADMINISTRATIVE RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, except as limited by the terms of this agreement, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution 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:

1. 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 Bath Community Schools.

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

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

4. 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 including automation of subcontracting thereof or changes therein.

5. Determine the qualifications of employees, including physical conditions.

6. Determine the policy affecting the selection, testing, or training of employees.

B. In meeting such responsibilities, the Board acts through its administrative staff. Such abilities include, without being limited to, the establishment of education policies, the construction, acquisition and maintenance of school buildings and equipment, the evaluation, discipline, promotion and termination of employees, and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority.

C. The exercise of the forgoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, and 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 and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 4: UNION RIGHTS AND RESPONSIBILITIES

A. UNION RIGHTS

In order to facilitate the administration of this Agreement, the Union shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:

1. Meeting Facilities

   The use of Employer facilities at reasonable hours for the conduct of meetings of the Union upon prior notification of the building principal, provided that such use shall not interfere with the primary educational use of the facilities and provided further that when special custodial or other services are required, the Employer may make a reasonable charge therefore.

2. Employee Communications

   The Union shall have the right to communicate with bargaining unit members through the use of designated bulletin boards, and no displayed materials shall be derogatory to the Employer or any employee.

3. Requested Information

   The Employer shall furnish the Union such information as required by law. Any cost incurred for the information shall be paid by the Union.

B. UNION RESPONSIBILITIES

The Union shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities.

1. Union Representatives

   The Union shall promptly notify the Employer in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.

2. Concerted Activities

   The Union agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-

to-day operation of the Employer during the term of this Agreement.

3. Union Activities

   Except by the express agreement of the Employer, the performance of the duties of any employee shall not be interrupted for the purpose of conducting any Union activities whatsoever, provided, however, that this provision shall not prevent an authorized representative of the Union from having such reasonable contact with members of the bargaining unit as shall be necessary to ascertain that the terms of this Agreement are being observed.

4. Notification will be provided with in one week of all new hires, leaves of absence and resignations.

ARTICLE 5: GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A grievance is defined as a claim by an employee or the Union that there has been a specific violation, misinterpretation, or misapplication of the expressed terms of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but the grievance shall be submitted to the procedures outlined in this Article.

   For the purpose of processing grievances, "days" shall be defined as days in which the Central Office is open.

B. PROCEDURES

1. The time elements in the steps may be shortened, extended or waived upon written mutual agreement between the parties.

2. Any grievance which is not appealed within the specified time limits shall be considered withdrawn by the Union. Failure of the Employer to give a written answer within the specified time limit of that step level shall give the appealing party the right to process the grievance to the next step level of the grievance procedure.

3. The employee or the Union must file a grievance in writing within five (5) days of the occurrence on which it is based or within five (5) days it is reasonable to assume that the employee or the Union first became aware of the conditions giving rise to the grievance

Step One

a. Any employee having a grievance shall discuss the grievance with the immediate supervisor, and then if the grievance is not settled orally, the employee may request a meeting with the Steward to discuss the grievance.

b. The Steward then may submit the grievance in writing to the immediate supervisor stating the remedy or correction requested, plus the facts upon which the grievance is based and alleged contract violation. The Grievant and the Steward shall sign the grievance.

Step Two

a. The Steward shall meet with the immediate supervisor and the grievant to discuss the grievance within five (5) days of its written submission to the immediate supervisor.

b. The immediate supervisor shall give his decision in writing relative to the grievance within five (5) days of the meeting with the steward and the grievant.

Step Three

a. Any appeal of a decision rendered by the immediate supervisor shall be presented to the Superintendent in writing within five (5) days from the date of receipt of the answer given by the immediate supervisor, and the Superintendent shall meet with a business representative of the Union at a mutually agreeable time.

b. The Superintendent shall give his decision in writing relative to the grievance within five (5) days of the date of the meeting with the business representative of the Union.

Step Four

a. Any appeal of a decision rendered by the Superintendent shall be presented in writing to a personnel committee of the Board of Education within five (5) days of the date of receipt of the decision rendered by the Superintendent, and the Board Committee shall meet with a business representative of the Union at a mutually agreeable time.

b. The Board Committee shall give its decision in writing relative to the grievance within ten (10) days of the date of the meeting with the business representative of the Union.

Step Five

a. If the Grievance is still unsettled and the Union wishes to carry it further, then within thirty (30) calendar days from the date of receipt of the answer given by the Board Committee, the grievance may be submitted to arbitration. The parties shall attempt to mutually agree to an arbitrator prior to notifying MERC. If the parties are unable to mutually agree, then (b) shall be followed.

b. The appealing party shall request the Michigan Employment Relations Commission (MERC) to submit a list of arbitrators. The representative of the Employer and the Union shall return the list of arbitrators within the specified time period. Each party shall indicate its individual preference for an arbitrator by numbering the arbitrators one through five. Upon receipt of the returned lists of the parties, MERC shall assign the arbitrator based on the highest preference of both parties.

c. If neither party returns the list of arbitrators within the specified time period, MERC shall assign one (1) of the persons on the list as the arbitrator. If one (1) of the parties fails to return its list within the specified time period, MERC shall assign the arbitrator based on the highest preference of the party who did return its list.

d. The Union or the Employer may call any relevant witnesses.

e. Individuals participating in an arbitration shall be released from their duties for the time necessary to participate. The Union shall pay for the cost of any substitute needed.

f. The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of the Agreement or any written amendments thereto or to specify the terms of a new agreement or to substitute his discretion for that of the parties.

g. The fees and expenses of the arbitrator shall be shared by the parties.

h. The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

i. The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Employer, and the Union.

j. The Employer shall not be required to pay back wages accrued more than thirty (30) days prior to the date a written grievance is filed.

k. The arbitration procedure shall not apply to:

(1) A claim by an employee who desires to assert his legal right to present such grievance directly to the Employer and have it adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement and provided further that the Union is given the opportunity to be present at such adjustment.

(2) The discipline, suspension or discharge of a probationary employee during the probationary period.

(3) The evaluation of an employee shall not be arbitral.

(4) Any grievance on which proceedings are pending before any administrative tribunal, agency or court, it being the intention of the parties that a grievance shall have one remedy only.

(5) Prohibited subjects of bargaining by law.

l. Termination of Proceedings

If a grievant shall file a claim before any administrative tribunal, agency or court, the Employer shall have the right to forthwith terminate any further proceedings under this Grievance procedure if they are still pending.

ARTICLE 6: SENIORITY

A. A newly-hired employee shall be on probationary status for ninety (90) working days. At any time prior to the completion of the ninety (90) working day probationary period, the employee may be dismissed with or without cause. Probationary employees who are absent during the first ninety (90) working days of employment shall work additional days equal to the number of days absent, and such employee shall not complete the probationary period until the additional days have been worked. If two or more persons are hired on the same date, their social security numbers shall be used, with the lowest number being assigned first to the seniority list.

B. Seniority shall be measured from the employee's last day of hire within the bargaining unit.

C. Employment and seniority shall be terminated for one of the following reasons:

1. Quit

2. Discharge

3. Retirement

4. Continuous layoff of more than two (2) years or length of seniority, whichever is less.

5. The employee does not return to work within three consecutive working days upon being recalled from layoff by receipt of certified mail. If notice to another Employer is required, the employee shall report within ten (10) working days of being recalled. It shall be the responsibility of the employee to supply the Employer with a current address.

6. Unauthorized absence for three (3) consecutive working days without notice to the Employer.

7. Failure to report for work at termination of a leave of absence without notice to the Employer unless an extension is approved by the Employer.

D. An employee promoted to a supervisory position shall have sixty (60) days probation. If the employee is deemed unsatisfactory or does not wish to continue in a supervisory capacity, he/she may return to the bargaining unit with full accumulated seniority at any time, up to the expiration of the sixty (60) days. After the sixty (60) days, seniority shall be frozen in the bargaining unit, and an employee may only return to a vacant position.

E. Two copies of the seniority list shall be furnished to the Union on or about October 1 of each year. Objections to the seniority list shall be filed within ten (10) days of distribution of the list. There after the list is final & conclusive.

ARTICLE 7: LAYOFF AND RECALL

A. If the Employer determines to lay off employees, it shall have the right to reduce the number of employees or to eliminate or consolidate positions. Compensation and fringe benefits shall be suspended during any period of layoff except that insurance can be the monthly premium in accordance to COBRA procedures. The Employer shall give fourteen (14) calendar days written notice of layoff to employee(s) affected.

1. Employees shall be laid off and recalled according to their seniority, ability and attainment.

2. An employee on scheduled layoff shall have the right to displace a lesser seniority person provided the more senior employee is qualified, has attainments and is able to perform the duties of the position.

3. An employee's job, which is eliminated, shall have the same rights as if being laid off.

4. An employee whose hours have been reduced will maintain the right to displace a lesser senior employee, provided the more senior employee is qualified and is able to perform the duties of the position.

5. Declaration of intent to displace a less senior employee must be made within ten (10) working days. Bumped employees shall have at least one (1) business day notice of layoff.

6. A laid off employee shall accrue seniority during any period of layoff, but will not accrue seniority for the purpose of wages and benefits.

B. The most senior, qualified and able employee shall be recalled first, provided that the employee is qualified and able to perform the duties of the position being filled. The employee shall report for work within three (3) consecutive working days from the date of the receipt of the notice of recall or personal service. If notice to another Employer is required, the employee shall report within ten (10) working days of being recalled, unless an extension is granted in writing by the Employer. If the employee fails to timely report for work upon being recalled, the employee shall be considered a voluntary quit and shall automatically terminate his employment relationship with the Employer. The obligation of the Employer to recall a laid off employee shall terminate two (2) years following layoff or length of seniority, whichever is less.

C. It shall be the responsibility of each employee to notify the Employer of any change of address. The address, as it appears on the Employer's record, shall be conclusive.

D. The elementary, middle and high school intervention positions are not subject to the provisions of this article.

ARTICLE 8: VACANCIES AND TRANSFERS

A. Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from the date of vacancy if the employer determines to fill the position, and the employees shall be given five (5) working day's time in which to make application to fill the vacancy, or new position. The qualified and able senior employee making application shall be transferred to fill the vacancy or new position, provided he has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: The type of work, starting date, rate of pay, hours to be worked, and the position.

B. Notice of vacancies and/or newly created positions shall be mailed or otherwise communicated to both the Chapter Chairperson and the Steward and the Board shall notify the union of the successful bidder.

C. Temporary transfers shall be for a period of no longer than sixty (60) work days, except in the event that both parties mutually agree to an extension of the sixty (60) work day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the sixty (60) work day time period, the position shall then be considered an open position and posted for bidding from interested employees.

D. If for any reason the employee does not stay in that position, within one (1) pay period they shall be allowed to return to their former position.

E. The elementary, middle and high school intervention positions are not subject to the provisions of this article.

ARTICLE 9: RATES FOR NEW JOBS

When a new job is created or an existing job is changed and/or reclassified, the Employer will notify the Union of the classification, job content (description) and rate structure prior to its becoming effective. In the event the Union does not agree the classification, job content (description) and rate are proper, it shall be subject to negotiations.

ARTICLE 10: DISCHARGE AND SUSPENSION

A. DISCIPLINE

Normally, progressive discipline will be applied and in general may include oral warnings(s), written reprimands(s), suspension(s) and discharge. While a progressive process will be followed under normal circumstances, the Board reserves the right to bypass the normal progression when the nature or severity of the offense warrants it or where the employment history of the employee involved warrants a deviation from the normal progression.

B. NOTICE OF DISCHARGE OR SUSPENSION

The Employer agrees, immediately upon the discharge or suspension of an employee to notify, in writing, the employee and her steward of the discharge or suspension. Said written notice shall contain the specific reasons(s) for the discharge or suspension.

C. DISCIPLINE

The Employer shall not discharge non probationary employees or take other disciplinary action without just cause.

D. UNION REPRESENTATION

The discharged or suspended employee will be allowed to discuss their discharge or suspension with their union representative(s). Upon receipt, the Employer or their designated representative will discuss the discharge or suspension with the employee and the steward or union representative.

E. APPEAL OF DISCHARGE OR SUSPENSION

Should the discharged or suspended employee and/or the local representative(s) consider the discharge or suspension to be improper, it shall be submitted beginning at Step 1 of the Grievance Procedure.

F. USE OF PAST RECORD

The district may not rely upon prior reprimands more than two (2) years old for the purposes of progressive discipline, but may rely upon suspensions.

ARTICLE 11: HOURS AND CONDITIONS OF WORK

A. HOURS OF WORK

1. The normal week shall consist of no more than forty (40) hours in a week.

2. Employees shall be paid overtime at the rate of time and one-half for hours worked beyond forty (40) hours per week.

3. Full time employees: 6.5 hours per day or more
   Part time employees: Less than 6.5 hours per day

4. Bargaining unit members who work on a school year schedule will report to work one (1) day prior to the start of school and will continue to work one (1) day beyond the school year. At the discretion of the Superintendent, employees may work more days at the end of the school year.

5. All shifts of any position will be at least one hour long. If a shift has been split, each increment of the shift will be at least thirty (30) minutes long.

6. Time and one-half will be paid for work performed on Saturday.

B. CONDITIONS OF EMPLOYMENT

1. Bargaining unit employees shall not be required to dispense any medication or treatment to any student unless trained to do so.

2. Meetings between the Employer and the Union shall, when possible take place during the regular work hours without loss of pay.

3. If school is closed due to inclement weather, bargaining unit members shall be paid for the first six (6) full days plus up to an additional five (5) days if a state of emergency is declared by the governor, unless required to be made up by law. Thereafter, bargaining unit members shall work such days as rescheduled by the Employer.

4. On those occasions that school is closed after the start of the school day, bargaining unit employees shall be paid for no less than one-half (1/2) of their normal shift. (Employee will work one-half day.)

5. When appropriate, the Employer shall support the bargaining unit member with respect to the maintenance of control and discipline of students in connection with the bargaining unit member's assigned work.

C. Meals and Rest Periods

1. There shall be a one-half (1/2) hour paid lunch period included in any schedule which exceeds six (6) hours. Such meal periods will be mutually scheduled except that a meal period will not be scheduled at the end of a scheduled shift.

2. Employees that work six (6) or more hours are entitle to two (2) fifteen (15) minute paid rest periods. Employees that work four (4) hours to less than six (6) hours are entitled to one (1) paid rest break of twenty (20) minutes.

3. Rest breaks will be mutually scheduled except that a rest period will not be excluded to shorten a shift. Breaks may be combined.

D. TRAINING

1. The training necessary to prepare aides for substitute positions within their bargaining unit will be made available on a regular basis.

2. One professional development day per year will be scheduled in part for the purpose of said training.

E. SUBBING

1. If an aide is asked to sub for a position that includes more hours than said aide currently works, this aide will make an adequate attempt to find a sub for his or her regular job. If he/she fails, then the Employer will take the responsibility of finding a sub so that this aide can serve in the position that has a greater number of hours.

2. If an aide accepts a sub position within the unit, he/she must work the entire shift.

ARTICLE 12: UNION BULLETIN BOARDS

The Employer will provide bulletin boards which may be used for posting notices pertaining to union events, employee negotiations, and related events.

ARTICLE 13: DISTRIBUTION OF AGREEMENT

The Employer agrees to refer new employees to the district web site transparency page to review and /or print agreements.

ARTICLE 14: LEAVES

A. PAID LEAVE

Paid leave does not become effective until probation is completed. Days used prior to completion of probation will be paid retroactively.

1. Sick Leave

Sick leave shall be administered in accordance with the following guidelines and may be used in one hour (1 hour) increments. When a sick day is used, the employee will fill out the proper form and the District shall be allowed to fill unscheduled absences without regard to seniority. Those absences which are scheduled (sick days, personal leaves, etc.) shall be placed in the sub system by the employee requesting said leave.

a. Sick leave may be used for:

(1) Any physical or mental condition which disables an employee from rendering services but excluding any condition compensable by Workers' Compensation. Sick leave may be used for a disability resulting from pregnancy to the extent expressly required by law.

(2) Any communicable disease which would be hazardous to the health of students, employees, or other persons using the facilities of the district.

(3) The serious illness of a member of the immediate family. Such leave shall be limited to the use of up to five (5) days and shall be taken only to the extent that the presence of the employee is reasonably required. The term "immediate family" shall be: spouse, child, parent, brother or sister, corresponding step-relations, or a member of the employee's household. If more time is required, approval must be given by the Superintendent.

b. Each employee will be entitled to sick leave accumulation in a single sick leave bank at the following rate: ten (10) days per school year times the number of hours assigned to work per day. The amount allocated annually to full-year employees shall not exceed ten (10) days. All sick leave may accumulate without limit. Starting July 1, 2025 the first 72 hours of earned sick leave shall be designated as sick leave under Michigan’s Earned Sick Time Act and placed14 in an ESTA Sick Bank. Sick leave earned

in excess of 72 hours will be placed in the sick leave bank that existed prior to July 1, 2025.

c. Sick leave shall be charged against work days only and shall cease to accumulate and shall not be used by an employee during such period as employee is on an unpaid leave of absence or is absent without authorization.

2. Personal Business

Upon completion of the initial probationary period, each regular employee shall be entitled to receive up to two (2) personal leave days per year with pay, not chargeable to sick leave. Such leave days shall be used only for business or personal obligations which cannot reasonably be scheduled at a time which does not conflict with the performance of an employee's duties. Personal business days may be used to attend funerals of close friends and relatives not covered under the funeral leave provisions.

Two personal days per year may be rolled over to the following year with a maximum of 4 personal days. All personal days beyond the maximum of 4 will be converted to sick days.

A request for a personal leave day shall be made at least three (3) work days in advance, except in the case of an emergency. The Employer may impose reasonable restrictions on any leave requested for a work day immediately before or after a holiday or weekend. All requests for personal leave days shall be in writing, shall include the reason therefore, and must be approved by the Central Office.

Up to eight (8) hours of unused personal leave time may be added to the employee's sick bank as a carry over at the end of each year.

3. Funeral Leave

Employees shall be granted five (5) days with pay for time lost from work due to the death of the employee's spouse, child, parent, grandchild, grandparent, brother or sister. Corresponding in-laws and step-relations shall be included.

Additional days, deducted from the employee's personal business or sick bank, may be used upon approval of the superintendent.

4. Jury Duty

The Employer will pay the difference between regular compensation lost and jury duty pay received from the court to an employee required to serve as a juror during regularly assigned working time up to a period of sixty (60) consecutive days. If the employee is

released early from jury duty, the employee shall contact the supervisor to determine whether he/she should report to work.

5. Worker's Compensation Supplement

   An employee absent because of illness or injury compensable under the Workers' Compensation Law shall receive the difference between Workers' Compensation payments and his regular pay. The amount of such payments shall be covered by the employee's accumulated sick leave credit. An employee absent due to such an illness/injury shall continue to receive health insurance benefits for up to one (1) year or until qualified for Medicare/Medicaid, workers' compensation or long-term disability, whichever comes first.

6. Military Service

   Employees who are in the Armed Forces Reserve or National Guard shall be paid the difference between their military pay and their regular pay during the two (2) week annual training period. The district shall comply with the State and Federal law regarding military leave.

7. Notification

   To be eligible for sick leave, as much advance notice of illness or injury must be given as soon as possible and in no case less than one (1) hour before the employee's normal starting time. Notice requirement does not apply when an employee becomes ill after the beginning of work.

   If an employee is injured on the job, the injury should be reported to the supervisor immediately or in no case more than twenty-four (24) hours later. As soon as possible thereafter, the employee must also make a complete injury report to the Superintendent's office.

8. Verification

   The employee shall have the responsibility of verifying, his/her eligibility for leave and any benefits due. Employees using paid leave benefits under false pretenses shall be subject to disciplinary action up to and including discharge.

   A paid leave for reasons other than those set forth above must be discussed in advance with the Superintendent or his designee. Leaves not set forth above will be handled on a case-by-case basis.

B. UNPAID LEAVES

1. An employee who, because of illness or accident which is not compensable under the Workers' Compensation Law, is physically unable to report to work and has exhausted all means of allowable compensation from the Employer, shall be granted a leave of absence for a period of up to one (1) year, provided the employee notifies the Employer of the necessity thereof. The employee must supply the Employer with a statement from a doctor of the necessity and length of time for such leave of absence and for the continuation of such absence when the same is requested by the Employer.

2. A leave of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.

3. Leaves of absence shall be granted up to thirty (30) calendar days for physical or mental illness or prolonged serious illness in the employee's immediate family. "Immediate family" shall include spouse, children, or parents. The Employer may request medical verification from the family member's physician in order to verify the need for such absence.

4. All requests for leaves of absence shall be in writing and shall state the reason and approximate length of leave with a copy to the Employer and the Union.

5. Before the employee may return from a medical leave, he/she must submit a physician's statement confirming physical ability to perform all the regular and normal duties and functions of the position.

6. An employee who meets the requirements specified in this Article shall be granted a leave of absence and shall be entitled to resume his/her regular seniority status and all job and recall rights. Leaves of absence may be granted at the direction of the Employer for reasons other than those listed above.

7. Seniority shall not accumulate during a leave of absence.

ARTICLE 15: TUITION REIMBURSEMENT

A. TUITION FOR JOB ENHANCEMENT

1. The Employer will reimburse up to $200 per contract year for any employee who makes application to his/her building principal for approval of any class or program that will improve or enhance the present skills or job performance of the employee.

2. Bargaining unit members may request and upon approval of the Superintendent, may take part in Professional Development Days on the same basis as District Teacher.

3. Staff will be reimbursed up to $100 for Bath apparel each year. Proper reimbursement forms must be provided to the business office in order for reimbursement.

ARTICLE 16: INSURANCE

A. The Employer agrees to provide comprehensive single subscriber health insurance for regularly scheduled, full time employees only. All persons employed prior to June 30, 2022 will be grandfathered in for double or full family subscriber insurance. The Board reserves the right to name the insurance carrier provided the coverage remains substantially equal to the Simply Blue HSA PPO plan defined in this section.

1. Employees who work at least 30 hours per week will be eligible for single coverage health insurance Said employees will be able to buy up to 2 person or family coverage by paying the difference in premiums for this coverage.

All regularly scheduled hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

2. Coverage will continue for such employees for twelve (12) calendar months provided the employee remains in the employ of the Employer for the scheduled work period.

3. The insurance contributions for employees who terminate their employment prior to the completion of their regular term of employment shall be terminated at the end of the calendar month in which the obligation of the Employer to pay wages or sick leave ends.

4. It is the purpose of this insurance benefit to provide the coverage to the employee if he is not being provided insurance by another Employer, it being the intention not to provide duplicate health insurance coverage.

5. Effective January 1, 2025, the District shall contribute the following toward the employee's medical benefit plan premiums:
   - $7,718.26 per year for single subscriber

   Effective January 1, 2026, the District shall contribute the following toward the employee's medical benefit plan premiums:
   - $7,942.09 per year for single subscriber

   Effective January 1, 2027, the Board's contribution to the employee's medical benefit plan costs shall be no less than the hard cap numbers identified by the Michigan Department of Treasury for each coverage category. If the Publicly Funded Health Insurance Contribution

Act is amended during the term of this Agreement, the Board's contribution towards insurance costs will not exceed three percent (3%) over the previous year's contribution.

6. All employee insurance premium contributions shall be made by payroll deduction, with the option of payment through a Section 125 Flexible Benefit Plan in accordance with IRS regulations.

B. Employees will be offered 80/20 ADN Dental Plan: $1,000 maximum ADN vision insurance

C. The Employer agrees to contribute to eligible employees not selecting health insurance per month.

2022-2023	$250.00
2023-2024	$275.00
2024-2025	$300.00

Plan B -: (1) If the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. The employee shall be eligible for cash in lieu or Plan B.

C. Upon completion of the probationary period, the Employer shall pay the full premium for a $10,000 group term life insurance policy for each eligible employee.

ARTICLE 17: HOLIDAYS

A. Employees shall receive paid holidays in accordance with the following schedule even though no work is performed by the employee:

1. New Year's Day

3. Memorial Day

4. Labor Day

5. Thanksgiving Day

7. Friday after Thanksgiving
8. Christmas Eve

7. Christmas Day

B. Employees required to work on any of the above-named holidays should receive double time (2 times) for hours worked.

C. Employees off sick on the last scheduled work day before or the first scheduled work day after the holiday may be required to submit medical proof of illness to receive holiday pay. An unexcused absence before or after the holiday would eliminate the holiday pay.

D. Employees scheduled to work and are off sick on the holiday may be required to submit medical proof of illness to receive holiday pay.

ARTICLE 18: LONGEVITY

A. Each employee shall receive longevity pay in addition to regular pay in accordance with the following schedule:

	202–5-2026	2026-2027	2027-2028
5 - 9 years	$800	$850	$900
10 - 14 years	$950	$1000	$1050
15 –19 years	$1100	$1150	$1200
20 + years	$1400	$1450	$1500

Eligibility for longevity pay shall be determined by counting the total years of continuous service to the District as of June 30 of each year.

B. Longevity is considered part of the salary schedule and shall only be paid if the employee is in the employ of the Employer.

C. Longevity is to be paid on the first pay period in December. However, if an employee leaves the employment of the district, Longevity shall be paid on a pro-rata basis. If an employee is paid any Longevity before it is earned and subsequently leaves the district, any overpayment of Longevity shall be withheld from their last paycheck.

ARTICLE 19: SEVERANCE PAY

A. Employees who wish to resign shall give at least two (2) weeks prior written notice. An employee who has completed ten (10) or more years of continuous service in the district, and who voluntarily terminates his/her employment relationship, or upon the death of any eligible employee to the employee's estate, shall receive severance pay (unused sick leave accumulation) in accordance with the following schedule.

1. Full-time employees:

   Up to one hundred (100) days at forty dollars ($40) per day.

2. Regular part-time employees (4 to less than 6½ hours per day):

   Up to one hundred (100) days at thirty dollars ($35) per day.

3. Regular part-time employees (less than 4 hours per day):

   Up to seventy-five (75) days at thirty dollars ($30) multiplied by "P." "P" equals the number of hours regularly worked by the employee per day divided by eight (8).

B. No employee shall receive more than four thousand five hundred dollars ($4,000) in severance pay.

ARTICLE 20: MAINTENANCE OF CONDITIONS

A. Wages, hours and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

B. If, in the performance of regular or assigned duties, an employee without negligence on his part, shall suffer damage to clothing or other personal property (minimum of five dollars); the Board shall make reimbursement for such loss. The supervisor and steward shall meet with the employee to discuss the loss. Recommendation for reimbursement shall be made to the Superintendent. The reimbursement shall not exceed the actual cash value at the time of the loss with a maximum of one hundred dollars ($100.00).

C. Each regular employee covered by this Agreement shall be given a family athletic pass to cover all home games. Passes shall be issued prior to the first home game.

D. During the probationary period, the employee shall not be eligible to receive paid holidays, however, when the employee has attained the status of a regular employee, the employee shall be reimbursed for such holidays.

E. State and Federal law supersedes any portion of this contract.

ARTICLE 21: NEW EMPLOYEE ORIENTATION

In order that each new bargaining unit member may be made familiar with the provisions of this Agreement and his/her rights and responsibilities thereunder, the Employer will allow the Local Union President or, if designated, the area steward an opportunity to meet with new bargaining unit members within thirty (30) days of their arrival within the Local Union's jurisdiction. The meeting will be allowed to take place privately in an appropriate location at the work site agreeable to management and for a reasonable period. The time and length of such meetings will be established through the mutual consent of the Union and the new employee's immediate supervisor.

ARTICLE 22: DURATION OF AGREEMENT

A. This Agreement constitutes the sole and entire existing Agreement between the parties. This Agreement is subject to amendment, alteration, or additions only by a subsequent written Agreement between and executed by the Employer and the union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. If any specific provision of the Agreement of any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.

C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly, waives the duty and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement.

D. This Agreement shall become effective upon ratification by the Employer and the Union and shall continue in effect through the 30th day of June, 2027. No terms shall be applied retroactively unless expressly stated otherwise in a particular provision of this Agreement.

E. At any time within ninety (90) days prior to the termination date of this Agreement, either party may serve written notice to the other of its desire to begin negotiations upon a successor collective bargaining agreement, and negotiations shall begin within thirty (30) days from the receipt of notice.

F. If an emergency financial manager is appointed by the state under PA 4 of 2011, 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).

Local 1059, AFSCME, AFL-CIO	**Bath Community Schools**
_____	_____
Chapter Chairperson	Superintendent
_____	_____
Union Representative	Date Signed

A para educator shall be defined as an employee in this bargaining unit that has earned at least an associate's degree. A paraprofessional shall be defined as an employee in this bargaining unit that has earned less than an associate's degree.

	Para-Professionals	Para-Professionals
	2025-2026	**2026-2027**
P	$14.71	$16.18
1	$15.17	$16.69
2	$15.64	$17.21
3	$16.07	$17.68
4	$16.81	$18.49
T	$17.22	$18.94

	Para-Educators	Para-Educators
	2025-2026	**2026-2027**
P	$16.50	$18.15
1	$16.97	$18.67
2	$17.44	$19.18
3	$17.89	$19.67
4	$18.59	$20.45
T	$18.99	$20.88