

Master Agreement

Between the

Bath Educational Support

Personnel Association, MEA/NEA

and the

Bath Board of Education

2025-2027



Bath Bus Drivers, Administrative Assistants, and Custodial/Maintenance 2025-2027

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ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Bath Educational Support Personnel Association (BESPA) as the sole and exclusive bargaining representative, as defined in Section II of Act 379, PA of 1965 as amended, for all regularly employed administrative assistants, custodians, maintenance workers and bus drivers, but excluding therefrom all substitute employees, students, supervisors and, but not necessarily limited to, the executive's secretary, and other confidential employees as defined by the Act. Regularly employed shall mean those employees employed by the District on a regularly scheduled assignment, excluding on-call, or day-by-day substitutes.

B. The term "employee" when used herein this Agreement shall refer to all employees represented by the Association in the bargaining unit described above.

C. The Board agrees not to negotiate with any individuals within the bargaining unit over the terms and conditions of this Agreement.

D. In the event a new classification is created in the District, the parties agree to discuss whether the classification should be included in the bargaining unit as described above. If the parties cannot agree, the matter shall be referred to the Michigan Employment Relations Commission for resolution.

ARTICLE II - CONTINUITY OF OPERATIONS

A. The Association agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any employee take part in any strike, slow down, or stoppage of work, boycott, picketing, or other interruption of the school system. Any person who, by concerted action with others and without the approval of their supervisor, willfully absents his/herself from his/her position, or abstain in whole or in part from the full, faithful, and proper performance of his/her duties shall be deemed to be on strike. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for the Employer to appropriately discipline the employee.

B. The Employer agrees that it will comply with the Public Employment Relations Act.

ARTICLE III - MANAGEMENT RIGHTS

A. The Board retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education Policies, Board of Education minutes, the administrative rules/guidelines, or powers which heretofore have been properly exercised by it, shall remain unaffected unless changed by this Agreement and shall remain in full force and effort, unless and until changed by the Board. Any additions, subtractions, or revisions, as made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board.

Rights reserved exclusively herein by the Board, shall include by way of illustration, and not by way limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the work force and affairs of the Employer.

2. The right to direct the work force, including the right to hire, evaluate, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.

3. Determine the services, supplies and equipment necessary to continue its operation; to determine the methods, schedules and standards of operation; the means, methods, and processes of carrying on the work; including the automation thereof or changes therein; the instruction of new and/or improved methods, or changes therein.

4. Adopt reasonable rules and regulations.

5. Determine the qualifications of employees.

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

7. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

10. Determine the policy affecting the selection, the testing or training of employees, providing such selection shall be based upon lawful criteria.

B. 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 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 the laws of the United States.

ARTICLE IV - ASSOCIATION AND EMPLOYEES RIGHTS

A. Pursuant to the Michigan Employment Relations Act, the Board hereby agrees that employees shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. The Board further agrees not to discourage or deprive employees of the enjoyment of any rights conferred by the Act or other laws; that it will not discriminate against any employee with respect to hours, wages, bus run assignments, or conditions of employment by reason of Association membership or participation in collective negotiations with the Board, or the institution of any grievance.

B. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property, provided that such business does not interfere with normal work hours, duties, and schedules.

C. The Association shall have the right to use school buildings and facilities subject to existing Board policy. Association meetings shall not be scheduled during the bargaining member's workday.

D. The Association shall have access to use school equipment, including typewriters, computer equipment, and other duplicating equipment for which, the Association shall provide the materials and supplies necessary for such use. Such access shall be with supervisory approval.

E. The Association shall have the right to post notices of its activities and matters of concern on bulletin boards, at least one of each shall be provided in each work site.

F. The Association may use the regular inter school mail service and mail boxes for communications to its members provided such mail services is marked for BESPA business.

G. In response to request, the employer agrees to provide the Association with the information required to administer this Agreement and to formulate contract proposals provided that such requests comply with the Freedom of Information Act.

H. The Employer and Association agree not to engage in illegal discrimination.

I. Progressive Discipline

1. No employee shall be disciplined, discharged or demoted for reasons that are arbitrary or capricious.

2. Progressive Discipline shall be as follows:

a. Alleged breaches of proper conduct and reasons for possible disciplinary action shall be reported promptly to the offending employee. The Board will follow a policy of progressive discipline subject to the procedures listed below which includes:

1. verbal warning
2. written reprimand
3. suspension without pay from one to ten days (employer may utilize paid suspension.)
4. discharge

b. The point of initiation of any disciplinary action shall be determined by the severity of the employee's behavior. The employee shall receive a copy of the written reprimand and shall be given an opportunity to respond to it.

3. Warnings and reprimands shall be discussed privately between the employee and the supervisor, with the exception of the Association representatives and/or the Administration representatives. Before

any meeting is called from which disciplinary action may result the employee shall be notified and shall be entitled to have a representative of the Association present. The Association shall be notified of any employee discharge from the district.

4. Neither party shall delay discussion of a warning or reprimand for more than five (5) working days from the date of the incident except by mutual consent.

J. This written warning notice, as herein provided, shall not remain in effect for a period of more than twenty-four (24) months from the date of said written warning notice.

K. Any reasonable complaint directed toward a bargaining unit member shall be called to the bargaining unit member's attention when such a complaint is to be made part of the employee's evaluation, personnel file, or used as a basis for discipline.

L. The bargaining unit member may have a representative of the Association present when being reprimanded or disciplined.

M. Upon request, a bargaining unit member shall have the right to review and copy the contents of his/her personnel file. At the unit member's option, a representative of the Association may accompany the bargaining unit member in such review.

N. Should the bargaining unit member disagree with the content of the item being inserted in the personnel file, he/she may have his/her written statement attached to said item; within ten business days of the presentation of the statement.

O. Nothing contained herein shall be construed to deny or restrict to any bargaining unit member, rights he/she may have under the State or Federal law or any such applicable regulation.

ARTICLE V - DUES, FEES AND PAYROLL DEDUCTIONS

A. The District shall notify the Association of any newly employed bargaining unit member prior to his/her first day of employment.

B. The Association agrees to indemnify and save the District, including each individual school board member and administrator, harmless against any and all fees, awards, claims, demands, costs, suites, judgments or other forms of liability that may arise out of or by reason of, action by the District of the purpose of complying with this Article.

ARTICLE VI - NEGOTIATION PROCEDURES

A. This Agreement may be extended by mutual written consent of both parties. 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 Board and the Association. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and working conditions at least sixty (60) days prior to the expiration date of this Agreement.

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

D. If, at the request of the Board, a bargaining unit member is engaged during the school day in contractual negotiations on behalf of the Association with any representative of the Board, he/she shall be released from regular duties without loss of salary and without loss of any leave time provided under this Agreement.

ARTICLE VII - GRIEVANCE PROCEDURES

A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

By way of illustration the following matters shall not be the basis of any grievance filed under the procedure outline in this Article:

1. The termination of services of or failure to reemploy any probationary employee.

2. Any matter involving the content of employee evaluation.

B. Nothing contained in this Agreement shall be construed to prevent a bargaining unit member from presenting a grievance and having the grievance adjusted by the Employer without the intervention of the Association provided that such adjustment is consistent with the terms of this Agreement.

C. The term "days" as used herein shall mean working days except that during the summer months the term "days" shall mean Monday through Friday excluding holidays.

D. A written grievance as required herein shall contain the following:

1. It shall be signed by the Grievant(s);

2. It shall be specific;

3. It shall contain a synopsis of the facts giving rise to the alleged violation;

4. It shall cite the section or subsection of this contract alleged to have been violated;

5. It shall contain the date of the alleged violation;

6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements shall be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

E. The time limits provided in this Article shall be strictly observed, but may be extended by mutual written agreement between the parties.

F. At each step of the grievance procedure, a bargaining unit member may have a representative of the Association present if she/he so chooses. This shall not serve to alter the time lines set forth herein.

G. Upon receipt of written agreement from the bargaining unit member, the Employer shall permit an Association representative access to and the right to inspect copies of the bargaining unit member's personnel file when accompanied by the Bargaining Unit Member with adequate notice being given.

H. All preparation, filing presentation or consideration of grievances shall be held at times other than when a bargaining unit member or a participating Association representative is to be at his assigned duty station unless mutually agreed otherwise.

I. Should a bargaining unit member fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a bargaining unit member fail to appeal a decision within the limits specified, or leave the employ of the Board, except a claim involving a remedy directly benefiting the Grievant regardless of his employment, all further proceedings on a previously instituted grievance shall be barred.

J. The grievance form is attached to this Agreement as Appendix 4.

K. Level One- A bargaining unit member alleging a violation of the express provisions of this Agreement shall within ten (10) working days of its alleged occurrence orally discuss the matter with their immediate supervisor in an attempt to resolve same.

If no resolution is obtained within five (5) work days of the discussion, the bargaining unit member shall reduce the grievance to writing and proceed within five (5) work days of said discussion to Level Two.

L. Level Two- A copy of the written grievance shall be filed with the immediate supervisor of his designated agent. Within five (5) work days of the receipt of the grievance, the immediate supervisor, or his designated agent, shall render a decision in writing, transmitting a copy of same to the Grievant, the Association President, the Superintendent, and place a copy of same in a permanent file in his/her office.

M. Level Three- If the Grievant(s) is not satisfied with the disposition of the grievance at Level Two or if no disposition has been made within five (5) work days of the receipt of the grievance, it may be transmitted to the Superintendent or his/her designee.

Within five (5) work days after the grievance has been so submitted, the Superintendent or his designee shall meet with the Grievant and the Association on the grievance. The Superintendent or his designee shall, within ten (10) work days after the conclusion of the meeting, render a written decision thereon and shall forward copies of said decision to the Grievant and the Association President.

N. If the Association is not satisfied with the disposition of the grievance at Level Three or if no disposition has been made within the period provided above, the Association may within twenty (20) work days, submit the grievance to arbitration. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings.

1. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence which was not previously disclosed to the other party.

2. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction.

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

4. The fees and expenses of the arbitrator shall be paid by the losing party. If the award modifies the position of the Employer rather than sustaining or denying the grievance, the fees and expenses of the arbitrator shall be shared equally by both parties.

ARTICLE VIII - WORKING HOURS, CONDITIONS & YEAR

A. The normal work day shall consist of no more than eight (8) hours a day, or forty (40) hours a week.

1. When school is not in session during the summer months, shift, run, or assignment changes among employees shall be made on the basis of seniority with the most senior unit member within a building and classification being granted his/her shift preference first.

2. Qualified bargaining unit members who are assigned less than a twelve (12) month period shall have the first opportunity for seasonal employment or special assignments. Bargaining unit members who accept such employment shall receive his/her regular rate of compensation as outlined in Appendices 1 & 2.

3. Bargaining unit members who work before the commencement of the school year and/or after the close of the school year shall be compensated at their regular rate of pay.

4. The work schedule for full time school year administrative assistants shall be two hundred eleven (211) days in duration for full-time employees and one hundred ninety one (191) days in duration for part-time employees and shall commence at least two (2) weeks or ten (10) work days prior to the first day of student instruction and conclude at least two (2) weeks or ten (10) work days after the last day of student instruction except as arranged otherwise by the building principal or immediate supervisor and with the concurrence of the Superintendent. The additional days needed to fulfill a 191 and 211 day contract will be scheduled at the discretion of the building principal in consultation with the administrative assistant and may be worked concurrent to the aforementioned dates, or during the summer months.

5. In lieu of the foregoing, compensatory time may be mutually arranged between a bargaining unit member and the Superintendent, or the Superintendent's designee.

B. The Employer shall endeavor to provide substitutes to do the work for absent bargaining unit members. The responsibilities of the substitutes shall be to perform the duties necessary to cover the absence.

C. When a bargaining unit member expects to be absent for any reason, she/he shall notify his/her immediate supervisor, at least one hour prior to his/her regular hours of work.

D. For Bus Drivers, overtime, when available, shall be offered to bargaining unit members as equally as possible on a rotation seniority basis. As defined in Article 17.

1. The Employer shall give reasonable notice of when additional or overtime is expected.

E. Bargaining unit members shall exercise reasonable care for the school materials, equipment, and facilities assigned to them.

F. 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.

G. When schools are closed due to inclement weather, severe storms, fires, epidemics, or other conditions beyond the control of school authorities, bus drivers and administrative assistants will not be required to report to duty and shall suffer no loss of compensation. However, employees shall be required to report on rescheduled days of instruction with no additional compensation.

1. A bargaining member who is on paid leave when school is closed for the reasons stated above shall not be charged for said leave.

2. Bargaining unit members who report for work and are subsequently prevented from working because school has been closed to students for the above reasons, shall be compensated at their regular administrative assistant rate of pay, or for bus drivers at the driving rate of pay for a minimum of one (1) hour.

3. Should the Employer notify Bus Drivers they are to be on call she/he shall be compensated at the Stand By Rate of pay for a minimum of one (1) hour.

4. Maintenance and Custodial workers will report on inclement weather days at the discretion of their supervisor. Should an employee be unable to report, and the absence is approved by the supervisor, the employee will receive compensation for the scheduled work hours. Employees that do report to work, as required by their supervisor shall receive one full day of vacation

allowance per occurrence with a maximum of three (3) days accumulation per year, with prior approval from the supervisor. In the vent the employee is notified NOT to report to work or sent home early on said days, the employee(s) shall be paid their normal day's wage.

H. A bargaining unit member who is injured during the course of his/her employment shall complete a Worker Compensation Form as soon as the nature of the injury permits.

I. All administrative assistants shall be entitled to an unpaid, duty-free, uninterrupted lunch period of thirty (30) minutes in duration.

J. The employer shall endeavor to schedule with the administrative assistant employee two (2) fifteen minute breaks per shift.

K. For administrative assistants the beginning and ending time of the workday, time for a lunch period, and specific times for breaks shall be established with the immediate supervisor.

1. Administrative assistants shall receive at least seven (7) calendar days' notice of a permanent change in their daily starting and quitting time or work schedule.

2. During the summer months the administrative assistants and his/her immediate supervisor may arrange for flex time.

L. The parties agree that overtime time for bargaining unit members shall be in accordance with the following:

1. Work which will require compensatory time or additional pay shall be arranged in advance of same between the bargaining unit members and her immediate supervisor.

2. The use of compensatory time shall be arranged between the bargaining unit member and his/her immediate supervisor.

3. Employees working beyond the normal hours shall have prior supervisory approval.

4. After forty (40) hours of work in any work week, bargaining unit members shall be compensated at one and one-half (1 1/2) times their regular rate of pay.

5. For administrative assistants, time and one-half for hours worked over forty (40). Comp time at time and one-half if employer request; flex time at one and one-half time if employee request. (Must take within the appropriate pay period earned unless prior approval is granted by the immediate supervisor.)

6. Compensatory time shall not accrue from year to year, but shall be paid at the regular hourly rate as specified herein.

7. Maintenance and Custodial Hours and Work Week

   a. Regular Work Week and Hours
      The normal regularly scheduled work week shall consist of forty (40) hours in five (5) consecutive work days.
   b. Work Year Definition
      i. Full-time: Employees normally scheduled to work seven (7) hours or more per day.
      ii. Part-time: Employees normally scheduled to work less than seven (7) hours or more per day.
   c. Employees exercise reasonable care for school materials, equipment and facilities assigned to them.
   d. Overtime and Premium Pay
      i. Employees will be paid double (2X) their regular hourly rate for any holiday work.
      ii. Time and one half (1-1/2X) will be paid for all hours worked over forty (40) hours in a work week, or more than eight (8) hours in a twenty-four (24) hour period when an eight (8) hour workday is the normal workday or the sixth (6^{th}) scheduled work day in a work week. Double time (2X) will be paid for all hours worked on Sunday, if not part of the regularly scheduled hours, and if the employee has worked at least thirty-two (32) hours in a work week. If the employee has worked less than thirty-two (32) hours in the preceding work week, time and one half (1-1/2X) will be paid for all hours worked on Sunday.
      iii. Overtime premium shall not be pyramided, compounded, or paid twice for the same time worked except for work performed on a holiday.
   e. Call Back and Weekend Building Checks
      i. Whenever an employee is required to return to work after the completion of his/her regularly scheduled working hours, he/she shall receive pay for the actual time worked at time and one-half (1-1/2X) his/her regular rate, or a minimum of two (2) hours pay at his/her straight-time hourly rate,

whichever is greater. Building checks shall be made by the maintenance or maintenance custodian, on a rotating basis, during the winter months if no employee is scheduled to work the weekends.

The maintenance or maintenance custodian on weekend building checks shall check all three (3) buildings. The maintenance custodian shall be paid four (4) hours at their regular rate of pay or time and one-half (1-1/2X) their regular rate for all hours actually worked in excess of forty (40) hours.

f. Rest Periods/Lunch
    i. Employees who work four (4) to six (6) hours will receive a fifteen (15) minute break; six (6) or more hours shall receive two (2) fifteen (15) minute breaks; and seven (7) or more hours shall receive a thirty (30) minute unpaid lunch and two (2) fifteen (15) minute breaks. Should an emergency occur during the rest period, the employee shall take time upon return from the emergency.

g. Distribution of Overtime
    i. If requested to work an employee will normally do so unless he/she is excused by his/her supervisor. The Employer will give employees three (3) days advance notice, whenever possible, of overtime assignments.
    ii. Overtime shall be divided and rotated as equally as possible within the building, then bargaining unit, according to seniority, and among those employees who regularly perform such work.
    iii. The employer shall go through the list once, and then the overtime shall become mandatory.

h. Stipends
    i. Maintenance/Custodian personnel will be given a phone stipend of fifty dollars ($50.00).

8. Safety Practices – Maintenance and Custodial

a. The employer will take reasonable measures in order to prevent or eliminate any present or potential job hazards which are not recognized as part of the employee's normal job.

b. The employer will notify the Employer in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions, or equipment. The Employer, upon notification of an alleged unsafe condition, shall investigate such condition and shall be expected to make adjustments in such condition if, in the Employer's investigation, the alleged unsafe condition is found to be a hazard to the employees.

M. Health - New Maintenance and Custodial Employees Only

Each new employee shall have on file a health certificate indicating the individual's physical fitness for his/her duties from a licensed doctor of medicine within thirty (30) days of employment. Employment in any position shall be contingent upon filing this certificate with the Superintendent. Employees will be reimbursed for their examination at the conclusion of a satisfactory probationary period for the usual and normal cost of such examination.

ARTICLE IX - CONFERENCES & EDUCATION

A. A leave of absence may be granted by the Superintendent for members of the bargaining unit to attend conferences and workshops which are scheduled during working hours.

B. The district agrees to reimburse employees for all job related educational expenses and classes provided prior approval to enroll in such classes is granted in writing by the immediate supervisor.

ARTICLE X - BARGAINING UNIT MEMBER EVALUATION

A. Any employee hired after July 1, 2013 into the bargaining unit shall serve a probationary period of ninety (90) working days.

1. Should the probationary period be extended, the Employer shall provide written notice to the bargaining unit member together with the reasons therefore. The Association President shall be notified of any such action by the Employer.

B. The employer will evaluate unit members on an annual basis. Bargaining unit members will be consulted with during the development of the evaluation tool.

C. All evaluations shall be in writing with a copy provided to the bargaining unit member.

1. At the employee's request a conference will be held within ten (10) working days after each evaluation to discuss the contents of the evaluation.

2. The bargaining unit member shall sign the evaluation. This signature shall not be interpreted to mean that the employee necessarily agrees with the content of the evaluation but that the bargaining unit member has reviewed it.

3. Within 10 business days a bargaining unit member may submit additional comments to be attached to the file copy of the written evaluation if she/he chooses.

4. All written evaluations shall be placed in the bargaining unit member's personnel file.

D. Should a bargaining unit member not be continued in employment, the Association President will be notified of any such action by the Employer.

ARTICLE XI - VACANCIES AND TRANSFERS

For Bus Drivers:

A. At the beginning of the school year bus drivers will be assigned the basic approximate runs that they had for the previous school year. During the first four (4) weeks of the school year the Employer shall have an annual bus run bid selection meeting. Bus drivers shall be given the runs and will become effective at the beginning of the fifth (5th) week. Bus drivers not attending the bid meeting shall be assigned to residual runs by the Employer. Bus drivers may use proxies to bid on the runs.

Bus drivers with top seniority as per the seniority list, will be given first consideration for bidding runs or when a run becomes open. Change in bus runs through the bidding process may only be permitted once in a semester.

In the event the bus route is changed by more than ten (10) minutes, the Employer, at the request of the Association, shall re-bid all runs within two weeks of said request by the Association. The Association must make such request within five (5) working days of the changes, or the current run schedule shall be deemed acceptable.

B. Special Education runs shall be filled at the Board's discretion. Vacancies on these runs will be posted so that all Bus Drivers may indicate their interest in being considered for such positions. Where in the Board's judgment all relevant criteria between one or more applicants are equal, seniority shall be used to fill the position. The employee awarded this position will be required to serve a thirty (30) working day probationary period. If in the discretion of the Transportation Supervisor, the employee does not perform satisfactorily during that period, he/she may be returned to his former run. During the probationary period his/her run will be filled in accordance to paragraph "H". After that period the run will be posted as set forth. The returned driver will be given written reasons for the return.

C. In the event that vacancies were created due to the failure of a regular driver to return to work at the start of the school year, after such driver had driven a regular run or runs the previous school year, those runs, shall be posted for bidding by no later than the conclusion of the fourth (4th) week of school. The Bus Drivers shall then be given five (5) working

days' time in which to make application to fill such vacancies. The senior employee making application for such run or runs, shall be assigned to that vacant bus run or runs, and then all of the additional vacancies shall be filled on the basis of the most senior applicant until all of the vacancies have been filled.

D. In the event that additional vacancies occur after the fourth (4th) week of school, such vacancies shall be posted on the employee's bulletin board within five (5) working days from the date of the vacancy, and the Bus Drivers shall be given five (5) working days' time in which to make application to fill the vacancy. The senior employee who makes application for the vacancy shall be assigned to the vacancy.

E. When a new bus run is established by the Employer, such new run shall be posted and assigned on the same basis as provided for by this Article.

F. All vacant or newly established bus runs are to be posted in the following manner: the type of run, the starting date, the rate of pay, starting time and the approximate driving time.

G. In the event of a temporary vacancy of five (5) days or less due to the absence of the regular driver, such temporary vacancy shall be filled by a substitute driver. A temporary vacancy of over five (5) days shall be presented to the regular drivers, who may elect to take the vacancy along with their regular runs or give up their route to fill said vacancy. If a route becomes open because of the temporary vacancy over five (5) days and all regular drivers refuse (sign off) said route, that vacancy shall be filled by a substitute driver. All drivers affected by a temporary vacancy will return to their old bus routes at the end of said vacancy.

H. School bus routes or runs may be changed due to the scheduling of the school day and/or the times of attendance and dismissal of students, a meeting will be held between the Association and the Employer in order to arrive at the proper method of filling the runs or routes with the drivers. The Association's committee shall be limited to two (2) representatives selected by the Association.

For Administrative Assistants:

I. Whenever any vacancy within the Bargaining Unit shall occur the Employer shall publicize the same by giving written notice of such vacancy to the Association exclusively and providing for an appropriate internal posting of seven (7) working days in every school building. After such time, the employer may post said vacancy externally for fourteen (14) working days.

J. Any administrative assistant may apply for such vacancy. In filling such vacancy, the Employer agrees to consider the qualifications, background and attainments of all applicants, and other relevant factors.

K. While the final determination of reassignments and transfers is vested in the Employer, it shall not reassign or transfer an administrative assistant without notification to the Association and prior discussion with the employee.

FOR MAINTENANCE AND CUSTODIANS:

1. 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, and the employees shall be given five (5) working days' time in which to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided he/she is most qualified and physically able 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; the starting date, the rate of pay; the hours to be worked; and the classification. "Qualified" shall include evaluations, skills, work history, and attendance.
2. After the third (3rd) day, any employee temporarily transferred from their classification to another classification within the bargaining unit shall be paid either the rate of the position from which the employee is transferred, or the rate of the position to which the employee is transferred, whichever is higher.
3. Temporary transfers shall be for a period of no longer than sixty (60) days, except in the event that both parties mutually agree to an extension of the sixty (60) day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the sixty (60) day time period, the position shall then be considered an open position and posted for bidding from interested employees. 7
4. 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.
5. When an employee is promoted to a higher paying job they shall go to the next highest rate above their current rate.

FOR ALL:

L. Whenever vacancies occur during the summer months, the following procedure shall be followed:

1. Bargaining unit members with specific interest in possible vacancies will notify the Superintendent in writing or email and shall include a summer address.

2. If such a vacancy occurs, the bargaining unit members who have expressed an interest in any such position shall be notified in writing by the Superintendent.

3. The bargaining unit members so notified shall have the responsibility of contacting the superintendent indicating their interest in the position.

4. The Superintendent shall notify the BESPA President and Vice-President of any vacancies.

ARTICLE XII - SENIORITY, LAYOFF AND RECALL

A. **Seniority - Bus Drivers**

1. Any employee hired after July 1, 2013 shall be on a probationary status for ninety (90) working days, taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) working days probationary period, the employee may be dismissed during this period without appeal by the Association.

2. Upon satisfactory completion of the probationary period the employee's seniority date shall be retroactive to date of hire as a regular employee.

3. In the event that the Employer determines that it is necessary to reduce the number of employees through the layoff procedure, the affected employee or employees shall be given a minimum of two (2) weeks written notice prior to the date that the scheduled layoff is to be effective. Employees shall be laid off, recalled or demoted according to their seniority in their classification. If two employees are hired at the same time, the seniority will be determined by the high number of the last four (4) digits of the employees social security numbers.

4. An employee will lose his seniority for the following reasons:

   a. The Employee resigns.

   b. The Employee is discharged for reasons that are not arbitrary and capricious and such discharge is not reversed through the grievance procedure.

   c. The Employee retires.

   d. The Employee is absent for two (2) consecutive working days without notifying the Employer.

e. The Employee does not return to work when recalled from layoff as set forth in the recall procedure.

f. Two (2) years on continuous layoff or length of seniority, whichever is less.

5. Any employee employed in a classification covered by this Agreement who is or has been promoted or transferred to a non-unit position shall not accumulate seniority while he/she works in the non-unit position. However, employees promoted to a supervisory position within the transportation department shall continue to accrue seniority while in the supervisory position, and in the event of later return to a bargaining unit position shall be considered to have been continuously employed within the bargaining unit for the purpose of computing seniority.

B. **Seniority – Administrative Assistants**

1. Seniority shall be measured from the employee's first (1st) date of work and classification seniority from the date of first (1st) service in the classification. Seniority shall be lost on the termination of the employment relationship. The employment relationship shall terminate if an employee voluntarily quits, retires, is discharged for cause, is totally and permanently disabled, or fails to return to work at the end of an authorized leave of absence or vacation.

2. Any employee hired after July 1, 2013 shall be on probation for the first ninety (90) days worked by the employee and may be terminated during such period for reasons satisfactory to the Employer. Upon ninety (90) days completion of the probationary period, the employee will attain the status of a regular employee.

3. During the probationary period the employee shall not be eligible to receive paid holidays or sick leave. However, when the employee has attained the status of a regular employee, the employee shall be reimbursed for such unpaid holidays and sick leave days in accordance with Article 13 and Article 14.

C. General Provisions

1. A bargaining unit member who changes from one (1) classification to another shall take all of his accrued 'District seniority' to the new classification.

2. A bargaining unit member who works in more than one (1) classification shall be entitled to accrue 'Classification Seniority' in all such classifications for as long as she/he works in more than one (1) classification.

3. Temporary employees shall not establish a date of hire for purposes of accruing seniority in the bargaining unit.

4. Part-time bargaining unit members shall accrue seniority as if they were employed full-time.

5. A bargaining unit member who has been laid off, whether in full or part, shall accrue seniority for all purposes as if he/she were employed full-time.

6. Leaves of absence shall not constitute an interruption in continuous service. Seniority shall continue to accrue except when the period of the leave exceeds ninety (90) working days. Seniority shall not be credited beyond the 90th day of an unpaid leave but shall be frozen until the unit member returns to a position within the bargaining unit.

7. A probationary bargaining unit member shall have no seniority until the completion of the probationary period at which time seniority shall revert to his first day of work.

8. Seniority shall be lost should the bargaining unit member resign, retire or be discharged.

9. A seniority list agreed to by the Bargaining unit and the Employer shall be furnished to each employee covered by this Agreement by October 1 of each year. Within fifteen (15) working days after the seniority list is distributed to employees, the employee may object to any error in the list. Thereafter, the list shall be considered final and conclusive. Such list shall contain each employee's name, date of hire, classification and assignment.

10. Full time administrative assistants as of July 1, 2011 shall not be reduced to part-time status.

D. It is within the Board's right to lay off staff and/or reduce or eliminate positions.

1. Layoff shall be defined as a reduction in the work force due to an economic necessity, but shall not include the temporary or normal

reduction during the summer months of administrative assistants and Bus Drivers.

2. Bargaining unit members to be laid off shall be provided with written notice at least fourteen (14) calendar days prior to the effective date of said layoff.

3. If it becomes necessary for a layoff, the following procedures shall apply:

   a. All temporary employees shall be laid off within the affected classification first.

   b. Should further reduction be necessary, probationary bargaining unit members shall be laid off within the affected classification unless there is not qualified non-probationary bargaining unit member to perform the work.

   c. Should further reduction be necessary, employees shall be laid off within classification in accordance with their seniority status with the least senior bargaining unit members to be laid off first. Drivers shall be recalled on an inverse seniority basis.

   d. Bargaining unit members whose positions have been eliminated or who have been affected by a layoff shall have the right to assume a position in their classification(s) for which they are qualified and which is occupied by the least senior bargaining unit member in said classification(s).

   e. Laid off bargaining unit members who are qualified for a vacancy or newly-created position shall be offered such positions before new employees are hired.

4. Should two (2) or more bargaining unit member's share the same seniority, the last 4 digits of each employee's social security number shall be used in determining the respective positions on the seniority list with the higher number being given greater seniority.

5. In the event of a layoff, the Association and the Employer may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of layoff. Those electing layoff shall remain on layoff until a normal recall occurs. Such agreement shall be in writing.

6. A laid off bargaining unit member shall be able to request to be placed on other support staff substitute lists and be paid the appropriate substitute rate.

7. For purposes of this Agreement, qualifications shall be defined as possessing the skills and requirements as listed on the job description.

E. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position within his/her classification for which he/she is qualified.

1. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work.

2. A recalled bargaining unit member shall be given five (5) working days from receipt of notice to accept recall unless an extension is granted by the Board.

3. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work, provided the unit member reports within the prescribed period.

4. Bargaining unit members who are offered a position equivalent to that occupied on the effective date of layoff are obligated to accept such work. A bargaining unit member who declines recall to equivalent work for which she/he is qualified shall forfeit his/her seniority and employment rights under this Agreement.

5. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.

6. It is understood the bargaining unit member shall continue to accrue seniority for all purposes while on layoff status. A bargaining unit member who is laid off for more than two (2) years shall lose his/her seniority rights and all other rights under this Agreement.

F. **SENIORITY: MAINTENANCE AND CUSTODIANS:**

1. A newly-hired employee shall be on probationary status for ninety (90) working days. The probationary period shall be ninety (90) working days taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) working day probationary period the employee's work performance is unsatisfactory, he/she may be dismissed by the Employer during this period without

appeal by the Union. 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 his/her probationary period until these additional days have been worked. If two (2) 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.

2. Seniority shall be measured from the employee's last date of hire and classification seniority from the date of first service in the classification within the bargaining unit. For the purpose of this section, "service date" shall mean the date when the employee first provided services for the Employer after the last interruption of service, if the employee has been employed more than once by the Employer.
3. After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to date of hire.
4. Employment and seniority shall be terminated by one of the following reasons:
   a. Quit;
   b. Discharge for cause;
   c. Retirement:
   d. Continuous lay-off of more than one (1) year;
   e. He/she does not return to work upon being recalled from lay-off by certified mail in two (2) weeks. It shall be the responsibility of the employee to supply the Employer with a current 5 address;
   f. Employee's unauthorized absence for three (3) consecutive working days;
   g. Failure to report for work at termination of a leave of absence, unless an extension is approved by the Employer.
5. An employee promoted to a supervisory position shall have ninety (90) 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 ninety (90) days. After the ninety (90) days, seniority shall be frozen in the bargaining unit. An employee may only return to a vacant position.
6. An agreed to seniority list shall be furnished upon request to each employee covered by this Agreement on or about July 1st of each year. Such list shall contain date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into the classification.
7. Upon request, a current seniority list shall be provided to the Union. Such list shall contain name, address, date of hire, classification, seniority date and employee's current rate of pay.

ARTICLE XIII - LEAVES OF ABSENCE

A. Sick Leave

1. All employees absent from duty on account of personal illness or any other approved reason shall be allowed full pay for a total of eleven (11) days. Physical

disabilities related to pregnancy shall not be treated differently from other disabilities. 72 (seventy-two) hours, or 9 (nine) days of said sick leave will be held in a separate leave bank designated as qualifying as earned sick time under Michigan's Earned Sick Time Act. All sick time must be taken in one-hour increments. Two (2) sick days will be added to the sick leave category.

2. Bargaining unit members may exchange sick leave days in order to prevent loss of income and benefits to another bargaining unit member who has exhausted his/her own accumulated sick leave, personal leave days and vacation days.

a. A bargaining unit member who is eligible for sick leave exchange shall notify the Association President.

b. Any exchange of sick leave shall be voluntary and confidential.

B. Funeral/Bereavement Leave

1. All employees covered by this agreement shall be granted up to five (5) working days off with pay, for a death in the employee's immediate family. The term immediate family shall be defined as: mother, father, spouse, children, brother, sister, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, and step-children. If an employee experiences multiple such losses, the parties agree to discuss allowing the use of additional bereavement leave.

2. Employees covered by this agreement shall be granted one (1) day with pay to attend funeral of friends or relatives.

Additional days, deducted from the employee's personal business bank, will be approved upon request when necessary for travel.

Exceptions can be made by the Superintendent for extra days to be taken from the sick leave bank for unusual circumstances.

C. Personal Leave

1. Each Bus Driver and administrative assistant, covered by this Agreement, shall be granted two (2) personal days per year with pay which may be taken in half-day increments as scheduling permits. Such personal days may be used by the employee for any reason, except other employment (paid or volunteer). All unused personal leave shall accumulate to a maximum of four (4) days. Any accumulation beyond four (4) days shall accumulate as sick leave.

For Maintenance and Custodians:

Upon the completion of the initial probationary period, each regular employee shall be entitled to receive up to two (2) personal business 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. It shall not be used for other similar purposes. Personal business days may be used to attend funerals of close friends and relatives not covered under funeral leave provisions. One (1) of these personal days per year will accumulate in the same manner as the sick days.

A request for a personal business 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, weekend or vacation. All requests for personal business days shall be in writing.

2. Any unused personal days over two (2) shall be converted to sick days at the end of the year.

3. 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 weekend, or vacation. All requests must be in writing, shall include the reason therefore, and must be approved by the Superintendent or his/her designee.

4. Upon written request to the Superintendent, a third personal leave day may be granted. In such instances the day will be deducted from the bargaining unit member's sick leave.

5. Custodial and Maintenance Vacation Days

General Conditions

A. Vacation days earned during the fiscal year beginning July 1st and ending June 30th must be taken during the fiscal year, and they will be prorated for the employee should they use them throughout the school year.

B. Vacation pay will be paid on the regular pay day for the period during which the employee is on vacation.

C. Vacation pay will be computed on the basis of the employee's regular pay. 21.2

Vacation Days Each employee shall be entitled to have vacation with pay each year at a time mutually agreeable to the employee and the Employer in accordance with the following schedule:

Years of Service Completed as of July 1st	**Vacation Days <u>Full Time</u>**	**<u>Regular Part Time</u>**
More than one (1) year, but less than four (4) continuous years of service	Ten (10) work days	Five (5) work days
Four (4) years, but less than ten (10) continuous years of service	Fifteen (15) work days	Ten (10) work days
Ten (10) or more continuous years of service	Twenty (20) work days	Fifteen (15) work days

a. Employees who have not completed a full year of employment as of July 1st, and who are still employed in the employment of the school district on July 1st, are entitled to a pro-rata portion of a first-year vacation benefit based upon the percentage of the year employed.
b. To be eligible for a full vacation, an employee must have worked or been compensated for a minimum of eighty percent (80%) of his/her regularly scheduled working hours.
c. Employees terminating employment, or failing to qualify for a full vacation, shall receive pro-rata vacation allowance based upon one-twelfth (1/12) of the vacation pay each month or major fraction thereof for vacation earned between July 1st and June 30th.
d. Employees shall be paid in full for all unused accumulated vacation upon separation for nondisciplinary reasons.
e. Regularly scheduled part-time employees shall receive vacation on a prorated basis according to the number of hours scheduled per day.

D. Jury Duty

1. Employees requested to appear for jury qualification of services shall receive their regular/driving rate of pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service. In the event that the employee is subpoenaed as a witness in any case connected with the employee's employment in the school district, he will be paid his/her regular/driving rate of pay.

E. Verification

1. The employee shall have the responsibility of verifying, after four (4) days of absence, at the Employer's request, his/her eligibility to the Employer for leave and any benefits due. Employees using sick leave under false pretenses shall be subject to disciplinary action.

F. Family Medical Leave Act of 1993 (FMLA)

1. Leave provisions of this agreement shall be construed consistently with the requirements of the Act. However, if the leave provisions under this Article are more generous, this agreement shall prevail. All such leaves shall be concurrent with, and not in addition to, any other applicable leaves provided for in this Agreement.

G. Severance Pay

1. Employees who wish to terminate their employment relationship shall give at least two (2) weeks prior written notice. Any employee (full-time or part-time) who has completed ten (10) or more years of continuous service in the District and who voluntarily terminates his/her employment relationship shall receive severance pay in accordance with the following schedule:

   a. The Board shall contribute to the employee’s designated 403(b) account a lump sum equal to said person's accumulated sick leave.

   b. The rate per day shall be computed based on the employee’s current rate of pay.

   c. No administrative assistant shall receive more than $6,500 in severance pay.

d. No bus driver shall receive more than $6,500 in severance pay.

e. Maintenance and Custodians

1. Full-time employees: Up to Eight hundred (800) hours at six dollars and 00/100 ($6.00) per hour.
2. Regular part-time employees: Up to five hundred (500) hours at six dollars and 00/100 ($6.00) per hour.
3. Part-time employees with twenty-five (25) years of service as of July 1, 2012 will receive six dollars ($6.00) for up to eight hundred (800) hours.
4. No Maintenance or Custodial employee shall receive more than four thousand eight hundred dollars ($6,500.00) in severance pay.

2. Severance benefits defined in this section (G) may be received by a named beneficiary in the event of the death of the employee. It shall be the employee's responsibility to complete the necessary beneficiary forms which shall be made available to employees.

H. Unpaid Leaves of Absence

1. Upon written request of the bargaining unit member, the Employer may grant an unpaid leave of absence for up to one hundred eighty (180) working days. At the discretion of the Employer, the leave period may be extended.

2. Any bargaining unit member whose personal illness extends beyond the period compensated under Section A of this Article may be granted a leave of absence without pay such time as is necessary for complete recovery, but not to exceed one (1) calendar year from the expiration of the period of compensated sick leave.

3. The Employer may grant an unpaid leave of absence for up to one (1) year for any reason upon written application from the bargaining unit member.

4. When a bargaining unit member needs to take time off without pay, he/she shall apply in writing to the Superintendent at least one (1) week in advance. Time off without pay shall be granted with no deduction in seniority provided:

a. That the period of time off shall not be more than ten (10) working days;

b. That no bargaining unit member may apply for more than one (1) discretionary leave of absence under these provisions in any school year.

I. Military Leave

1. The employer agrees to abide by the provisions of the Selective Service Act and its judicial interpretations with respect to leaves of absence due to military service, including National Guard and Reserve Duty.

J. Educational Leave

1. The employee, upon written application, may be granted at the discretion of the Employer, an educational leave of absence without pay to pursue an education in their area or a related field up to one (1) year. Such leave may be extended upon application to the Superintendent.

K. General Leave Provisions

1. Upon return from an unpaid leave of absence of more than sixty (60) days, a bargaining unit member shall be placed in the position he/she held at the time the leave was granted, if available; if said position is no longer available, the Bargaining unit member shall be placed in the first available position for which she/he is qualified. (The Employer agrees to fill a position for sixty (60) working days or less on a temporary basis.)

2. Unpaid leaves of absence granted pursuant to this Agreement may be extended for a period not to exceed one (1) year at the discretion of the Employer.

ARTICLE XIV - HOLIDAYS

A. The Employer will pay Administrative Assistants their regular hourly rate and Bus Drivers their regular driving rate, or the normal day's pay for the following holidays, even though no work is performed by the employee. The employee will be paid provided he/she has worked the last regularly scheduled work day prior to the holidays or their first scheduled work day subsequent to the holiday, unless such absence is excused by the Administration.

Bus Drivers and Administrative Assistants:

New Year's Day
Mid-Winter Break/President's Day (if no school)
Memorial Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

Maintenance and Custodians:

New Year's Day
Memorial Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
President's Day (if no school)
Independence Day (if working)

B. Employees required to work on any of the above named holidays shall receive double time for hours worked in addition to their regular pay.

C. In the event that the employee is on sick leave on any of the above mentioned holidays, the employee shall not have that day charged against their allowable sick leave.

D. Employees off sick on the last scheduled work day prior to or the first work day after the holiday may be requested to submit medical proof of illness to receive holiday pay. Unexcused absence before or after a holiday would eliminate the employee's right to receive holiday pay.

E. In the event that the scheduled holiday falls on a weekend, the employee shall be granted an additional day's pay at his/her regular hourly or driving rate, as his/her daily rate of pay for the holiday.

ARTICLE XV - SALARY AND LONGEVITY

A. The salaries of bargaining unit members covered by this Agreement are set forth in the Salary Schedule, Appendix 1, 2, and 3 which is attached to and incorporated in this Agreement.

B. Any bargaining unit member employed by the Bath School District during the summer months or on a temporary basis shall be paid according to their regular rate, which shall be in accordance with this Agreement.

C. Bargaining unit members shall have the option of receiving their pay according to the following options:

Administrative Assistants:	Twenty-two (22) or twenty-six (26) pays
Bus Drivers:	Twenty-one (21) or twenty-six (26) pays
Custodians:	Twenty-two (22) or twenty-six (26) pays
Maintenance: Workers	Twenty-two (22) or twenty-six (26) pays

Salary elections shall be made not later than the first time sheet for the ensuing school year and retroactive as soon as possible following the contract settlement.

D. Any bargaining unit member who is temporarily assigned to the duties of another unit member in another classification which earns a lower rate of pay shall receive his/her regular rate of pay for the period he assumes such assignment or a higher rate of pay if such is applicable to the assignment.

E. Bargaining unit members required in the course of their work to drive their personal automobiles shall be reimbursed for mileage at the District rate.

F. In addition to regular hourly salary stated in Appendix I, II, and III, bargaining unit members shall receive longevity pay. Longevity pay shall be paid in a lump sum on the first pay period in December. A leave of absence granted under the terms of this Agreement shall not interrupt longevity provided the bargaining unit member returns at the end of the leave period.

1. Each bargaining unit member shall receive longevity pay in addition to regular pay in accordance with the following schedule:

Five to Nine years	$1,200.00
Ten to Fourteen years	$1,500.00
Fifteen to Nineteen years	$1,700.00
Twenty + years	$2,500.00

2. Eligibility for longevity pay shall be determined by counting the total years of continuous service to the district as of October 1 of each year.

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

G. Unpaid leaves of absence and periods of layoff shall not operate to sever a unit member's accumulated years of service for longevity purposes. During unpaid leaves of absence and periods of layoff, a bargaining unit member shall continue to accrue years of service, until such time as he/she may return to a bargaining unit position.

ARTICLE XVI - INSURANCE AND BENEFIT PLANS

Each option will be available to all eligible employees, and they will be able to select the coverage that best meets their needs during the open enrollment period.

The Bath Community Schools Board of Education will implement the hard cap PA 152 compliance method for the medical benefit plan coerage year and will offer the following plans:

- Blue Care Network HAS HMO ($2,000/$4,000 deductible), including a prescription plan ($10/$30/$60/$80/20% 20% after deductible RX)
- Blue Care Network BEP POS HAS 20% coinsurance ($2,000/$4,000 deductible), including a prescription plan ($10/$30/$60/$80/20% 20% after deductible RX)
- Blue Care Network BEP POS HAS ($2,500/$5,000 deductible); including a prescription plan ($10/$30/$60/$80/20% 20% after deductible RX)
- Blue Care Network BEP POS HAS 20% coinsurance (2,500/$5,000 deductible); including a prescription plan ($10/$30/$60/$80/20% 20% after deductible RX)

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
• $16,141.28 per year for 2-person subscribers
• $21,049.85 per year for full family subscribers.

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
• $16,609.38 per year for 2-person subscribers
• $21,660.30 per year for full family subscribers

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.

Administrative Assistants

Bath Community Schools will commit to the following premium payments for the medical benefit plan coverage year (includes HSA deductible of $1,350 for Single and $2,700 Family): **Single ($7,718.26), Double/Single + One ($16,141.28), and Family ($21,049.85).**

Employees will be responsible for all other costs associated with the Simply Blue HSA PPO Plan and prescription plan.

Bus Drivers, Maintenance, Custodial (single subscriber coverage)

Bath Community Schools will commit to the following premium payments for the medical benefit plan coverage year (includes HSA deductible of $1,350 for Single): **Single ($7,718.26)**. Employee may buy up to two (2) person or family coverage by paying the difference in premiums for this coverage.

Employees will be responsible for all other costs associated with the insurance and prescription plans.

The Board Shall:

PLAN B - 80/80/80 ADN Dental plan: $1,000 maximum
$25,000 Term Life Insurance
ADN Vision plan
LTD - same as above

A. Each administrative assistant, custodial, or maintenance worker choosing Plan B shall also have a contribution made on his/her behalf in cash. The administrative assistant may then enter into a salary reduction agreement in order to place the cash into a tax-sheltered annuity as authorized by the Internal Revenue Code, of two hundred ($350) per month.

   * 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.

The Board shall contribute 80% of the cost of the full monthly premium cost toward Plan B and the employee will contribute 20% of the cost of the premium for Dental and Vision.

Administrative assistant payments shall be by payroll deduction with the option of payment through an approved pre-tax Internal Revenue Code (IRC) Section 125 flexible benefits plan.

B.

The Association may elect to modify the Plan A coverage provided in Section A above. Any such modification shall not serve to increase the maximum premium obligation of the Board.

C.

The parties have agreed upon this insurance program with the intent of achieving maximum efficient use of health care premium dollars while providing needed coverage's for bargaining unit members and their dependents. To achieve these objectives, the parties will cooperate in encouraging enrollment in Plan B where the administrative assistant does not have a need for health insurance coverage through the District.

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

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

It is the purpose of this insurance benefit to provide the coverage to the employee if they are not being provided from another employer, it being the intention not to provide duplicate health insurance coverage.

D. The Employer agrees to contribute to each bargaining unit member not selecting health insurance a sum, not to exceed two hundred dollars ($350) per month for the purchase of one or more of the following:

1. Hospital Confinement Indemnity
2. Group Basic Term Life
3. Short-term Disability Income
4. Supplemental Term Life
5. Survivor Income Insurance
6. Dependent Life Insurance

7. Long-term Disability
8. Dental Insurance
9. Approved Tax Deferred Annuity

Single Subscriber:

F. Bus Drivers, Custodial, Maintenance

1. It is understood the health insurance delineated in Article XVI Section F of the Collective Bargaining Agreement between the parties shall be provided to full-time bus drivers custodians, and maintenance workers.

2. For the purpose of this section (Article XVI Section F), a "full-time" bus driver, custodian, or maintenance worker is defined as one who is regularly scheduled to work a minimum of six hours daily.

3. All bus drivers shall be allowed to purchase McLaren-PSP HRA Plan A health insurance at the rate the Bath Community School negotiates with its provider. For drivers who elect to participate in the provided health insurance plan, the Board shall contribute 80% of the cost of the premium and the employee will contribute 20% of the cost of the premium. The parties also agree that the Board will share in the cost of the health insurance deductible. The Board will contribute 80% and the employee will contribute 20% of the cost of the deductible. The employee will pay 100% of the deductible until its portion of the 20% is paid in full, and then the Board is responsible for the remaining 80%. The payment to the employee will be processed and paid when bills are submitted.

    i. Bus driver payments shall be by payroll deduction with the option of payment through an approved pre-tax Internal Revenue Code (IRC) Section 125 flexible benefits plan.

G. Upon the completion of the probationary period, the Employer shall pay the full premium for a $30,000 group term life insurance policy for each full-time and school-year employee.

H. A bargaining unit member who is on an unpaid leave of absence and/or layoff status may continue his fringe benefit coverage through the Employer by paying the group premium(s).

I. A bargaining unit member who is on an unpaid leave of absence pursuant to Article 13, shall be entitled to continue his fringe benefit coverage for a period of up to one year from the date of the first day of said leave at the group rate, provided that the bargaining unit member may continue his fringe benefits coverage by paying group premiums in advance.

J. Once the bargaining unit member has designated insurance coverage, it shall not be altered except as may be required due to a change in family status, marital status and/or economic status, until the next open enrollment period.

ARTICLE XVII – BUS DRIVERS

A. Bus drivers shall meet with the employer for the purpose of bidding on bus routes.

1. Bus routes shall be assigned based on seniority. Drivers will bid on the route of their choice on a seniority basis (senior driver bids first). A route shall consist of an elementary run and a secondary run. This includes Kindergarten, Vocational Education and Special Education runs.

2. Vacancies which occur shall be filled on the basis of seniority with the most senior driver bidding first.

Drivers who report for work and school is subsequently closed to students shall be compensated at their regular run rate of pay for one (1) hour.

B. All drivers shall complete the driver training course as mandated by the State of Michigan or as required by the Employer.

1. Drivers shall be compensated for all hours in attendance at said training sessions as required by the State of Michigan or the Employer at the non-driving rate.

2. The Employer shall reimburse each driver for the cost of his/her chauffeur's license.

3. The Employer shall pay the full cost of the Bus Certification Tests, including all tuition, plus pay the employee the regular driving rate of pay for attending the Bus Drivers School as is required by the Employer or any government body. Compensation shall be at the regular run rate of pay per hour. The Employer agrees to provide transportation if training is out of town.

4. If the employer requires training or schooling it must be at the non-driving rate. If the training is out of the district the employer shall supply transportation. In the event that a regular driver is required to train another driver, the regular driver shall be paid the regular driving rate of pay for all such time, as well as the driver who is being trained.

C. Drivers shall not be required to perform major repairs on buses. Drivers will be responsible for the interior and exterior cleanliness of the bus, fueling, checking fluid and oil, road test (daily walk-around), other pre-trip or state inspections and annual student lists, as outlined by the Employer.

D. Each month drivers will be able to choose extra trips on a rotating basis, according to seniority. Rotation shall be continuing within each year from July 1 to June 30.

Additional trips shall be assigned to drivers on a rotation basis in accordance with seniority. When the special trip list has been exhausted from top to bottom, the rotation process will be repeated.

The employer shall post a list for at least two (2) working weeks at the start of each semester for employees to sign indicating their availability for extra trips. Until such posting is closed, the employer shall use the extra trip list from the previous semester.

1. The employer shall post a list for at least two (2) working weeks at the start of each semester for employees to sign indicating their availability for extra trips. Until such posting is closed, the employer shall use the extra trip list from the previous semester.

(NOTE) – All Saturday trips shall be offered to regular drivers on the extra trip list first on a rotation basis.

2. The list must contain five (5) regular drivers. In the event that less than five (5) regular drivers sign the list the employer may permit substitutes to sign the list to reach a total number of five (5) signers.

   (e.g.) four (4) regular drivers sign the list – then one (1) sub may be permitted to sign the list to generate up to five (5) signers.

3. The employees signing the list shall be asked to work the extra trips on a rotating basis. If there is no driver willing to take the trip the employer may mandate the taking of the trip on an inverse seniority rotation basis of those signing the list.

4. If a driver declines to take an extra trip four (4) times in a row the employer may exempt the employee from the list for the remainder of that semester and that position on the list may be filled with a substitute driver.

5. If an extra trip conflicts with a driver's regular run, the driver shall receive a stipend equal to one and one half hour at the regular run driving rate in addition to the extra trip pay. This does not apply to forced trips.

6. When a forced extra trip conflicts with a driver's regular runs, the hours worked at the beginning of the trip shall be paid driving rate until all lost wages are made up. The remainder of the trip will be paid at the regular extra trip rate. A driver shall be guaranteed to make at least the wages lost.

7. When a special trip is canceled and the driver is not notified prior to the beginning of the trip, the driver shall be compensated for one hour at the regular rate.

8. The bus driver who drives an extra trip shall receive a minimum pay of one (1.5) one and a half hours regular rate of pay for any extra trip.

9. In the event that the Employer fails to give the employee a minimum of one (1) working day notice prior to the schedule date of departure, the driver who then drives that extra trip shall be paid at time and one-half at the regular driving rate for all hours driven.

10. When drivers are required to buy fuel, oil, etc., on an extra trip, the Employer will, when appropriate, furnish said driver with a credit card to cover the anticipated expenses. Drivers are required to obtain sales slips for all purchases and to turn these in to the Employer promptly.

11. In addition to the foregoing, drivers will be reimbursed for any Employer required expenditures that are incurred while working an extra trip.

12. A driver working on an extra trip will be reimbursed the amount of up to $15.00 for each meal. If the extra trip time extends to two or more meal periods, the driver may combine the amount defined above and apply such amount to more than one meal. The combined total shall not be greater than the sum of expenses for separate meals for the extra trip. (Receipt(s) must be provided).

13. Meals will be reimbursed under any one (1) of the following conditions:

    a. When a special trip requires that the driver stay overnight.

    b. When the trip itinerary includes a group meal.

c. It is understood that a driver working a special trip is entitled to a meal and reimbursement when said extra trip occurs during a meal time.

d. Standard meal times are 7-9 a.m., 11 a.m.–1 p.m. and 5-7 p.m.

e. When a bus driver is required to work six and one-half (6.5) hours without a break.

14. All drivers on extra (special) trip runs shall have a maximum of thirty (30) minutes (fifteen [15] minutes before and fifteen [15] minutes after) allotted as preparation time only with prior approval of the supervisor on a case by case basis. Such time shall be paid at the regular extra (special) trip driving rate. Drivers shall be required to have students clean up after themselves prior to departure from this bus.

f. For non-district sponsored special trips, drivers shall be paid $30/hr.

g. Teacher drivers may transport students only for trips in connection with approved school-related activities. This does not include individual student transportation for work-based learning.

ARTICLE XVIII – MISCELLANEOUS

A. The employer recognizes the risk potential involved with blood borne pathogens and as such agrees that Board policy shall be made available as to such hazardous material(s).

B. 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.

C. Each Bus Driver and Administrative Assistant will receive $100 to be used towards the purchase of Bath apparel.

D. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or group of bargaining unit members shall be

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

E. This Agreement shall supersede any rules, regulations, or policies of the Board which shall be contrary to or inconsistent with its specific and express terms.

F. The parties agree to abide by the Omnibus Transportation Act.

G. The employer agrees to comply with the law pertaining to the distribution of medications to students.

H. If an Emergency Manager is appointed under the Local Government and School District Fiscal Accountability Act (being MCL 141.1501 et seq) they may reject, modify or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4. This language is not agreed upon by the parties but is put into this Agreement solely because it is required by law.

I. This agreement is the complete set of changes to the current Collective Bargaining Agreement (CBA). All other Memorandum of Understanding / Agreement, Letters of Understanding /Agreement, binding settlement agreements, or any other documents that bind the parties in some fashion remain in effect.

J. Maintenance and Custodial:

If, in the performance of regular or assigned duties an employee, without negligence on his/her part, shall suffer damage to clothing or other personal property, minimum of five dollars ($5.00), 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 submitted to the Superintendent. The reimbursement shall not exceed the actual cash value at the time of loss, with a maximum of three hundred dollars ($300.00). The district will supply five (5) work shirts to be worn by employees during their first year, starting August 2016. Each subsequent year, three (3) additional work shirts will be provided.

ARTICLE XIX DURATION OF AGREEMENT

This Agreement shall be effective by board action on July 28, 2025 and shall continue in effect until June 30, 2027. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

For the District:

Chris Hodges, Superintendent
Bath Community Schools

Dated:_____

For the Association:

Paula Magee, President
BESPA/MEA/NEA

Dated:_____

APPENDIX 1 – SALARY SCHEDULE

For all pay scales, .11 per hour will be added to the pay scale when the audited 2024-2025 school budget reflects 8% or higher fund balance. And additional .14 per hour will be added to the salary schedule when the audited 2024-2025 school budget reflects 9% or higher fund balance.

These increases will be retroactive payments, given after the audit is complete.

ADMINISTRATIVE ASSISTANT SALARY SCHEDULE

	2025-2026 Rates	**2026-2027 Rates**
0-90 Days	$20.48	$22.12
90 Days to 1 year	$20.72	$22.38
2 years	$21.34	$23.05
3 years	$23.33	$25.20
4 years	$23.95	$25.86
5 years	$24.51	$26.47
6 years	$25.17	$27.18
10 years	$27.46	$29.65
15 years	$29.46	$31.81
20 years	$31.46	$33.97

APPENDIX 2 – BUS DRIVERS SALARY SCHEDULE

	2025-2026 Rate	**2026-2027 Rate**
Wait time	$15.00	$15.00

	2025-2026 Rates	**2026-2027 Rates**
0-90 days	$23.33	$26.83
90 days-1year	$23.62	$27.16
2 years	$25.56	$29.40

APPENDIX 3 – MAINTENANCE & CUSTODIAL SALARY SCHEDULE

2025-2026	Maintenance I	Custodial/Maintenance II
		New Hires
0-90 Days	$21.23	$17.95
91 Days to 1 year	$21.56	$18.34
After 1 year	$21.95	$18.75
After 2 years	$23.05	$19.71
After 3 years	$23.22	$19.92
After 4 years	$24.47	$20.92
After 5 years	$25.72	$21.92
After 6 years	$26.97	$22.92
After 10 years	$28.97	$24.42
After 15 years	$30.97	$25.92
After 20 years	$32.97	$27.42

2026-2027	Maintenance I	Custodial/Maintenance II
		New Hires
0-90 Days	$22.51	$19.03
91 Days to 1 year	$22.85	$19.44
After 1 year	$23.26	$19.87
After 2 years	$24.43	$20.89
After 3 years	$24.61	$21.11
After 4 years	$25.94	$22.17
After 5 years	$27.26	$23.23
After 6 years	$28.59	$24.29
After 10 years	$30.71	$25.88
After 15 years	$32.83	$27.47
After 20 years	$34.95	$29.06

Classifications:
Class I Maintenance Custodian
Class II Day or Night Custodian

The employees' years of service, for the purpose of wage increases, shall be examined twice per year to determine if the employee has the year of service necessary to move to the next step in the Wage Schedule. The first examination shall take place on January 1st and the second on July 1st of each year. Once it is determined that the employee has enough time accrued to progress up the pay scale, the wage increase shall become effective on the date of the examination (January 1st or July 1st).

Senior Maintenance: A member working as a Senior Maintenance employee has shown a strong knowledge basis of all district systems and processes including but not limited to HVAC, Boiler Systems, Electrical Systems, and Internal/External Maintenance. The employee also has demonstrated abilities to be a team leader, maintain high levels of workmanship, and hold themselves and others to high levels of accountability. The employee is willing to take on a leadership role in working with contractors and administration, along with a willingness to assist

in seeking bids for contracting work. Senior Maintenance reports directly to the Facilities Director and or designee and accepts duties as assigned. Senior Maintenance receives an annual stipend of the following amounts for each year of the contract:

2025-2026: $20,500.
2026-2027: $20,500

APPENDIX 4 - GRIEVANCE REPORT FORM

Grievance # _____

Distribution of Form
1. Superintendent
2. Principal/Supervisor
3. Association
4. Grievant(s)

Submit to Principal/Supervisor in Duplicate

Building Assignment Name of Grievant Date Filed

_____

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Article Violated _____
_____
_____

2. Statement of Grievance _____
_____
_____
_____

3. Relief Sought _____
_____
_____
_____

Signature_____/ Date _____

C. Disposition of Principal/Supervisor _____
_____
_____
_____

Signature _____/ Date _____

_____

If additional space is needed in reporting Section B-2 & 3 of Step I, attach an additional sheet.

(Note: Continued)

D. Disposition of Grievant and/or Association _____

_____

_____

_____

Signature _____/ Date _____

_____

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 _____

D. Will this grievance be forwarded to Step 3 - Arbitration? YES NO

_____

STEP III

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

_____

_____

_____

Signature _____/ Date _____