AGREEMENT

BETWEEN

BESSEMER BOARD OF EDUCATION

AND

BESSEMER SCHOOL EMPLOYEES

AFSCME MICHIGAN, AFL-CIO

AFSCME LOCAL 992

Effective July 1, 2024

Expiring June 30, 2027

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AGREEMENT

This Agreement entered into on this first day of July, 2024 between the Bessemer School District (the "EMPLOYER") and the American Federation of State County Municipal Employees, AFSCME Michigan, AFL-CIO (the "UNION").

NOTE: *The headings used in this Agreement and exhibits neither add to nor subtract from the meaning but are for reference only.*

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1. RECOGNITION (Employees Covered)

Pursuant to and in accordance with all applicable provisions of the Michigan Public Employment Relations Act ("PERA"), as amended, the Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining as to rates of pay, wages, hours of employment and other conditions of employment for the terms of this Agreement of all employees of the Employer included in this bargaining unit, excluding teachers and supervisors, as defined in the Act.

ARTICLE 2. AID TO OTHER UNIONS.

The Employer will not aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3. UNION REPRESENTATION.

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the workforce is a sound and sensible basis for determining proper representation.

ARTICLE 4. PAYROLL DEDUCTION OF UNION DUES.

Effective beginning at the start of the 2025-26 school year:

The Employer agrees to deduct union dues from the wages of an employee who is a member of the Union out of the first pay period of each month. Such deductions will be remitted to AFSCME Michigan, AFL-CIO, 1034 N. Washington, Lansing, MI 48906, along with a list of the employees for whom dues were deducted each month. All membership dues which are uniformly required as provided in a written authorization in accordance with the standard form used by the Union and executed by the employee will be deducted. Dues will be authorized, levied, and certified in accordance with the constitution and by-laws of the Local Union.

The Employer agrees to provide this service without charge to the Union or its members.

An employee must provide the Employer thirty (30) days notice to revoke dues authorization.

The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of this deduction from an employee's pay of amounts to cover their obligation to the Union. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

ARTICLE 5. STEWARDS AND ALTERNATE STEWARDS.

One (1) steward in each building. The stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer, provided it is so urgent it cannot be done during off hours.

ARTICLE 6. SPECIAL CONFERENCES.

(a) Special conferences for important matters will be arranged between the local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. Special Conferences will be limited to one (1) hour. Employees who attend the special conference must clock out and will be allowed to make up this time. This time must be made up on the same day that the special conference is held. This meeting may be

attended by a representative of the Council and/or a representative of the International Union.

(b) The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding the conference with the representatives of the Employer, for which a written request has been made.

ARTICLE 7. GRIEVANCE PROCEDURE (Time of Answers).

The Employer will answer in writing any grievance presented to it in writing by the Union. The grievance must be presented in writing by the steward to the Principal within fifteen (15) days after its occurrence in order to be a proper matter for the grievance procedure.

The Union shall have the right to commence a grievance at the level of management causing such grievance.

The time limit at any step of the grievance procedure may be extended by written mutual agreement of the parties' representatives at that step.

A failure by the Employer to answer a grievance within the specified time limits shall automatically advance the grievance to the next step in the grievance procedure.

Any employee having a grievance in connection with his/her employment shall present it to the Employer as follows:

STEP 1

(a) If an employee feels he/she has a grievance he/she shall discuss the grievance with the steward.

(b) The steward may discuss the grievance with the Principal.

(c) If the matter is not resolved within two (2) working days, it will be submitted in written form by the Chief Steward to the Principal.

(d) The Principal shall answer the grievance within five (5) working days.

STEP 2

(a) If the Principal's answer is not satisfactory, the grievance may be referred to the Chapter Chairperson, who may submit the grievance in writing to the Superintendent within five (5) working days.

(b) The Superintendent shall answer the grievance within five (5) working days.

STEP 3

(a) If the Superintendent's answer is not satisfactory, the Chapter Chairperson may submit the grievance in writing to the Board of Education within ten (10) working days. A meeting between at least two (2) representatives of the Union and at least two (2) representatives of the Employer will be arranged to discuss the grievance within twenty (20) calendar days from the date the grievance is received by the Employer.

(b) The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding a meeting with the representatives of the Employer, for which a written request has been made.

(c) The Chapter Chairperson or his/her representative shall be allowed time off his/her job without loss of time or pay, to investigate a grievance he/she is to discuss with the Employer.

(d) The Board shall answer the grievance at the next regularly-scheduled Board meeting.

STEP 4

(a) If the Union is not satisfied with the disposition of the grievance at the previous level, it may, within sixty (60) calendar days submit notification to the Board of its desire to submit the grievance to arbitration by filing a request for arbitration with the Federal Mediation and Conciliation Service and a copy shall also be submitted to the Employer.

(b) The arbitration proceedings shall be conducted with the Federal Mediation and Conciliation Services Rules and Procedures. There shall be no appeal from the arbitrator's decision. Such decision shall be final and binding on the Union, its members, the employee(s) involved, and the Employer.

(c) The arbitrator shall make a judgment based on the express terms of this Agreement and shall have no authority to add to or subtract from or modify any of the terms of this Agreement.

(d) The cost of the services of the Arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expense, will be borne equally by the Board and AFSCME.

ARTICLE 8. COMPUTATION OF BACK WAGES.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate.

ARTICLE 9. DISCHARGE AND DISCIPLINE.

(a) The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the steward in the building of the discharge or discipline.

(b) The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the steward of the building and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer.

Upon request, the Employer or his/her designated representative will discuss the discharge or discipline with the employee or the steward.

(c) Should the discharged or disciplined employee or the steward consider the discharge to be improper, a complaint shall be presented in writing through the steward to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer (In this application "Employer shall mean the Board of Education") will review the discharge or discipline and give its answer at the next regularly scheduled board meeting after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to step four (4) of the grievance procedure.

(d) Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously.

ARTICLE 10. SENIORITY – Probationary Employees.

(a) New employees hired in the unit shall be considered as probationary employees for their first sixty-five (65) scheduled working days of their employment. When an employee finishes the probationary period, by accumulating sixty-five (65) days of employment, he/she shall be entered on the seniority list of the unit and shall rank

for seniority from the day sixty-five (65) scheduled working days prior to the day he/she completes the probationary period.

(b) The Union shall represent probationary employees for the purposes of collective bargaining as to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1, except discharged and disciplined employees for other than Union activity.

(c) Seniority shall be on an Employer-wide basis, in accordance with the employee's first day of actual work regardless of hours worked. If two (2) or more persons are hired on the same day, a drawing shall take place to determine seniority placement. Current ties that exist from hires in 1995 and 1997 shall be determined by hours accrued.

(d) The Employer will allow the Chapter Chairperson or the Steward to meet with the new bargaining unit employee within thirty (30) days of their first date of employment for a period of up to thirty (30) minutes for the purpose of welcoming the new bargaining unit employee and making the new employee familiar with the provisions of this Agreement and their rights and responsibilities there under.

ARTICLE 11. SENIORITY LISTS.

(a) Seniority shall not be affected by the employee's race, sex, marital status, or dependents.

(b) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the local union membership with up-to-date copies at signing of the Agreement and every year as of September 15th or as requested in writing by the Union, thereafter.

ARTICLE 12. LOSS OF SENIORITY.

An employee shall lose his/her seniority for the following reasons only:

(a) He/she quits.

(b) He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) He/she is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

(d) If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases exceptions shall be made.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

ARTICLE 13. SUPPLEMENTAL AGREEMENTS.

All proposed supplemental agreements shall be subject to negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

ARTICLE 14. LAYOFF DEFINED.

(a) The word "layoff" means a reduction in the working force due to a decrease of work.

(b) If it becomes necessary for a layoff, the following procedure will be mandatory: Probationary employees will be laid off on a District basis. Seniority employees will be laid off according to seniority as determined in this Agreement. Disposition of these cases will be a proper matter for special conference, and if not resolved it shall then be subject to the final step of the grievance procedure.

(c) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The local Union President shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

(d) In a layoff or job elimination, in which bumping rights would arise in the teacher aide position, the following shall apply: The person bumping into the teacher aide position must have the seniority and meet the qualifications for the position. If the person has the seniority and meets the requirements for the position, a four (4) week trial period shall be granted. The trial period shall function the same as in Article 20 Promotions. No bumping allowed within the last two (2) weeks of school, if the person is assigned to a senior student graduating.

ARTICLE 15. RECALL PROCEDURE.

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in this Agreement. Notice of recall shall be sent to the employee at his/her last-known address by registered or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of notice recall he/she shall be considered a quit.

ARTICLE 16. TRANSFERS.

If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

ARTICLE 17. VACANCIES OR NEWLY CREATED POSITIONS.

(a) Vacancies or newly-created positions, or additional available hours which do not conflict with existing work hours within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days setting forth the minimum requirements for the position in a conspicuous place in each building.

Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a two (2) week trial period to determine:

1. His/her desire to remain on the job.
2. His/her ability to perform the job.

In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee's Union President. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

(b) During the two (2) week trial period, the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union President in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

(c) During the trial period, employees will receive the rate of pay for the job they are performing.

(d) Employees required to work in a higher classification shall be paid the rate of the higher classification.

(e) Temporary assignments for the purpose of filling vacancies on a short-term basis (not to exceed 5 days) shall be made on the basis of availability, qualifications and seniority. Vacancies in excess of 5 days shall be filled on the basis of seniority and qualifications.

(f) It is understood that classroom Aides will not receive a trial period (as outlined above) for assignment selection at the beginning of the school year.

ARTICLE 18. UNIFORMED SERVICES.

(a) Reinstatement of Seniority Employees. Any employee who enters into active service in the Uniformed Services of the United States, upon termination of such service, shall be offered re-employment in his/her previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his/her seniority as may be available which he/she is capable of doing at the current rate of pay for such work, provided he/she reports for work within one hundred twenty (120) days of the date of such discharge or one hundred twenty (120) days after hospitalization continuing after discharge.

(b) A probationary employee who enters the Uniformed Services and meets the foregoing requirements must complete his/her probationary period, and upon completing it, will have seniority equal to the time he/she spent in the Uniformed Services.

(c) Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

ARTICLE 19. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations will be granted leaves of absence for a period not to exceed a period equal to their seniority or four (4) years,

whichever is the lesser of the two, in order to attend school full time under applicable Federal laws in effect on the date of this Agreement.

(b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their Reserve pay and their regular pay with the District when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

ARTICLE 20. LEAVE OF ABSENCE.

Reliable and regular attendance is an essential job function. Leaves of absence for reasonable periods not to exceed two (2) years will be granted, without loss of seniority for the first year and with loss of seniority for the second year on a day to day basis:

1. Serving in any elected position (public).

2. Maternity leave of absence for four (4) months prior to delivery and four (4) months after delivery of child.

3. Illness leave (physical or mental) if under physician's care. Such leaves may be extended for like cause.

4. A physician slip is required to substantiate the leave and a slip is required to clear the employee to return to work.

ARTICLE 21. LEAVE FOR UNION BUSINESS.

Members of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions.

ARTICLE 22. SICK LEAVE.

Sick days may be used for the following reasons: personal illness or injury, or illness or injury in the immediate family. The immediate family shall be considered to include spouse, domestic partner, child, parent, sibling, mother-in-law, father-in-law, grandchild, stepparents, grandparents, and any relative living in the employee's household. Employees may use sick leave in increments of one (1) hour.

(a) All full-year bargaining unit employees shall accumulate one (1) sick leave day per month not to exceed twelve (12) days per year accumulation, accumulated to one hundred forty (140) days total. An employee, who is on sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

School-year employees shall accumulate one (1) sick leave day per month not to exceed nine (9) days per year accumulation but shall receive one (1) additional sick day per year when the school year begins prior to Labor Day not to exceed ten (10) days per year.

If the new payroll software is capable of providing it, the Employer shall provide a breakdown of each employee's accumulated sick leave in hours accumulated on the employee's check stub.

Upon Termination, an employee shall be paid fifty dollars ($50.00) for every unused sick leave day, to a maximum of one hundred thirty (130) days. Upon retirement, an employee shall be paid at seventy dollars ($70.00) for every unused sick leave day, to a maximum of one hundred forty (140) days.

(b) An employee absent from work because of Lice, Measles, Strep Throat, Scarlet Fever, Pink Eye, Chicken Pox, Mumps, or direct contact with a student with MRSA shall suffer no reduction of compensation and the absence shall be deducted from the employee's sick leave at a rate of 1/2 day for each day absent. The employee must bring a physician’s statement to verify the illness and condition within seventy-two (72) hours of the employee’s return to work.

(c) Employees shall be informed about any medical condition of a student, in compliance with the current law.

(d) An employee needing a sick day is required to give their Supervisor a minimum of one-hour notice prior to the start of their shift. Exceptions to this requirement would be in case of an emergency and the custodians/bus drivers who begin their day prior to 6:00 a.m. An employee failing to give a minimum of a one-hour notice will receive a written warning the first time and may suffer loss of pay for the subsequent times.

(e) After five (5) consecutive days absence, the District may require a medical excuse to substantiate the absence.

(f) The employer will pay upon the death of an employee all benefit time including sick leave and vacation leave at fifty dollars ($50.00) per day up to 130 days and pro-

rated vacation at the employee's current hourly rate to the employees designated beneficiary.

ARTICLE 23. BEREAVEMENT LEAVE.

An employee shall be allowed three (3) working days as bereavement leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: parent, sibling, spouse, child, mother-in-law, father-in-law, daughter-in law, son-in-law, immediate brother-in-law, immediate sister-in-law, grandparents, grandchild, domestic partner, stepparents, aunt, or uncle. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. Time lost to attend the funeral of any other relative will be deducted from sick leave.

ARTICLE 24. WORKING HOURS (Shift Premium and Hours).

(a) Employees who work on the second shift shall receive, in addition to their regular pay for the pay period, twenty-five ($.25) cents per hour. One custodian will get paid one (1) hour overtime per day for both Saturday and Sunday of each week for the purpose of performing building checks on both the elementary and junior/senior high buildings and this will be on a rotation basis. It is understood this premium pay is independent from overtime for hours worked over forty (40) in a work week.

(b) The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m., but before 7:00 p.m. A shift shall be considered a regular shift if it is of a duration of at least seven (7) hours.

(c) The regular shift shall consist of eight (8) hours per day for custodians and bus drivers. Summer hours will be four ten (10) hour days per week or five (5) eight (8) hour days per week at the option of the employee (with the exception of the week of 4th of July) and return to five eight-hour (8) days the second week in August. Secretaries' hours shall be 7:30 a.m. to 3:30 p.m. to include an unpaid ½ -hour lunch break during the school year and the summer hours to be worked out with Administration. The regular shift of secretaries may be altered by mutual agreement between the secretary and Administration.

(d) Secretaries required to remain in the office during break periods in the absence of the Principal or Superintendent, shall have the option of receiving additional time off in lieu of pay, additional time-off may not exceed a rolling eight (8) hour maximum and must be used by June 30 of each year. If the employee does not use the time-

off, the employee must request in writing payment from the District by June 15 of each year.

(e) Employees working four (4) to eight (8) hours will be entitled to one fifteen (15) - minute break. Less than 4 hours will not receive a break.

(f) If an employee is called in to work at a time other than their regular scheduled time, the employee shall be guaranteed at least two (2) hours of pay at time and one-half, unless the call-in is within two (2) hours of their regularly scheduled shift. In this case, the employee will continue with their normal shift until the end of eight (8) hours of work. The employer then may send the employee home or have the employee stay and receive overtime.

(g) Custodians and Custodian/Bus Drivers shall perform regular cleaning duties as well as building maintenance and maintenance projects.

(h) Calendars of events are to be posted in as accurate a fashion as possible at the beginning of the school year and up-dated weekly thereafter.

(i) Act of God Days, during scheduled days of student instruction which are not held because of conditions not within the control of school authorities, shall be handled pursuant to State Law. Instructional days shall be made up if the District falls below the minimum instructional day requirement less any time allowed by law. School year employees will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation.

Full year employees required to work, as directed by the Superintendent or designee on Act of God Days shall be granted time off equal to hours worked with pay. This day shall be taken by mutual agreement between the employer and the employee. Where there is an offer to work on an Act of God Day and that offer is declined, the employee will not receive pay.

(j) Full-time teacher aides' hours shall be seven (7) hours in duration and be paid at the rate of seven and one-half (7-1/2) hours.

(k) Lunch-time aides at the Washington School are to work 1-1/2 hours per day during the school year.

(l) All trips beyond Hurley, Ironwood, and Wakefield area are to be done on a rotating basis, based on seniority for all bus drivers employed by the Bessemer Area School District. The seniority based rotation will be established effective July 1 of each year.

Drivers who turn down a trip will still be charged with taking the trip for rotation purposes. The driver will be required to find a replacement for the trip that the driver turns down. Should a driver not find a replacement driver for their trip the District reserves the right to mandate trips to the original driver in the rotation. If said trip is not covered, after the second offense without a doctor's note, disciplinary action will be taken. Drivers or mode of transportation for trips exceeding two hundred (200) miles one-way shall be determined at the discretion of the District.

(m) An employee is required to notify their Supervisor as soon as it is known if the student to whom they are assigned is absent for any reason and for any length of time. An employee failing to notify their Supervisor will receive a written warning the first time and loss of pay for subsequent times.

(n) Temporary assignments in areas other than an employee's own classification shall be compensated for all time worked at the rate of either the employee's classification or the classification of the position being temporarily filled whichever is higher.

ARTICLE 25. TIME AND ONE-HALF.

Time and one-half will be paid as follows:

(a) For all hours over forty (40) worked in one week. Including Sick, Vacation time and holidays will count towards the 40 hours worked in one week.

(b) For secretaries on Saturday and Sunday.

(c) Employees reporting for work on a holiday will be guaranteed a minimum of three (3) hours' pay.

(d) The driving overtime rate will be used for Weekend trips based on Article 24. (a).

ARTICLE 26. HOLIDAY PROVISIONS.

The following are paid holidays:

New Year's Day	Wednesday Before Thanksgiving (*)
Presidents' Day (*)	Thanksgiving Day
Easter Monday	Fri. Following Thanksgiving Day
Fourth of July	Christmas Day
Good Friday	Day after Christmas

Memorial Day Day after New Year's
Labor Day

The following are paid holidays for School Year Employees:

Wednesday Before Thanksgiving (*)
Thanksgiving Day
Friday following Thanksgiving
Christmas Day
New Years Day
Good Friday
Memorial Day

(a) If an employee is laid off, resigns employment, or retires, he/she will receive any unused vacation credit including that accrued in the current school year. A recalled employee who received credit at the time of layoff for the current school year will have such credit deducted from his/her vacation the following year.

(b) Employees will be paid their current rate based on their regular pay while on vacation and will receive credit for any benefits provided for in this Agreement.

(c) If an employee is eligible for the Easter Monday holiday it is understood that the employee will be able to take a day off, when school is not in session should it be necessary to hold school on that day.

(d) *For any school year in which the District is off on the Wednesday Before Thanksgiving, employees will have this day as a paid holiday. For any year in which the District is in session on the Wednesday Before Thanksgiving, employees will have a floating holiday instead.

For any school year in which the District is off on the President's Day, full-year employees will have this day as a paid holiday. For any year in which the District is in session on President's Day, Martin Luther King Jr. Day will be the paid holiday.

ARTICLE 27. VACATION (Eligibility).

A full-year employee will earn credit on a monthly basis during the accrual year toward vacation with pay in accordance with the following schedule. Vacation days may be used after one full year of employment.

After Years of Service	Vacation Days
1-4	10
5-14	1 additional day each year
17	1 additional day
22	1 additional day
**********	22 days maximum

ARTICLE 28. VACATION PERIOD.

(a) Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and efficient operation of the department concerned.

(b) Vacations may be split into one or more weeks, provided such scheduling does not drastically interfere with the operation.

(c) When a holiday is observed by the Employer during the scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

(d) A vacation may not be waived by an employee and extra pay received for work during that period.

(e) If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the vacation period, he/she will be awarded payment in lieu of vacation. Documentation will be required from a physician.

(f) Notice of the employee's choice of vacation period shall be filed with the Superintendent at least three (3) weeks prior to the start of vacation, except in case of emergency.

ARTICLE 29. PERSONAL BUSINESS LEAVE.

Each full year employee shall be allowed three (3) personal business leave days per year, with pay, not to be deducted from sick leave. These days must be applied for in writing to the Supervisor providing as much notice as is practical but not less than forty-eight (48) hours except in emergencies.

Each year, full year employees may roll-over unused personal business leave days not to exceed two (2) days per year, to a maximum accumulation of four (4) days (not counting the current year's accrual).

Personal business days may not be granted during the first two (2) or last two (2) weeks of the school year, if there are any events that may put the School District at risk or loss of coverage except in emergency situations as approved by the Superintendent, approval for emergency situations will not be unreasonably withheld.

Each school year employee shall receive 2 days. One (1) unused personal business leave day will automatically be rolled over or will be converted to sick leave at the end of each school year by providing the District a written request to convert no later than June 15th of each year. Converted Personal Leave may not be used until the following school year.

ARTICLE 30. UNION BULLETIN BOARD.

The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

1. Recreational and social events.
2. Union elections.
3. Results of union elections.
4. Union meetings.

ARTICLE 31. JURY DUTY.

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

ARTICLE 32. SAFETY COMMITTEE.

A Safety Committee of employees and the Employer representatives is established. This Committee will include the Steward of each building and shall meet when problems arise during regular daytime working hours, for the purpose of making recommendations to the

Employer.

ARTICLE 33. EQUALIZATION OF OVERTIME HOURS.

(a) Overtime hours shall be divided as equally as possible among employees in the same classification in their building. An up-to-date list showing the overtime hours will be posted once per year on June 30th in a prominent place in each building.

(b) Whenever overtime is required, the person with the least number of overtime hours in that classification within their building will be called first and so on down the list in an attempt to equalize the overtime hours.

(c) For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work will be charged the average number of overtime hours of the employees working during that call-out period (two-hour minimum).

(d) Custodians will meet on a regular monthly basis to equalize overtime and will submit to the Superintendent a monthly report listing each custodian and his/her current up-to-date standing with regard to overtime. A monthly projection of anticipated overtime will be presented in the same manner.

(e) Overtime hours will be computed from July 1st through June 30th each year. Excess overtime hours will be carried over each year and are subject to review at the end of each period.

(f) Layover time will not be paid for short trips.

ARTICLE 34. HOSPITALIZATION. VISION AND DENTAL COVERAGE.

(a) The Employer will pay eighty percent (80%) of the premium for the hospitalization medical coverage of the employee and his/her eligible dependents. The plan to be MESSA – Choices II with a $200/$400 deductible, $10/$20 prescription co-pay, and $20.00 office visit copay. This coverage shall be applied to all employees working 32 hours or more for the term of this Agreement. The employee twenty percent (20%) contribution will be tax exempt, through a section 125 plan.

(b) In-lieu-of-hospitalization payment of four-hundred dollars ($400) per month or $4,800 per year shall be paid for every full-year, full-time employee who does not participate in the health care/hospitalization insurance on the conditions that: (1) the employee voluntarily and in writing opts out of the health benefits coverage

available in this Agreement; 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. For school-year employees and part-time employees working 32 hours or more per week, payment will be prorated based upon 2080 hours a year and $3,600.00 per year. School-year employees shall receive in-lieu-of insurance payments at the end of the school year.

(c) All employees working 32 or more hours for the term of this Agreement shall receive a fully paid Delta Dental Program, auto w/08 rider.

(d) All employees working 32 or more hours for the term of this Agreement shall receive the same vision care as provided for the teachers.

(e) The Employer shall pay eighty percent (80%) of the premium costs for Delta Dental Auto w/08 rider and same vision care as provided for the teachers, for employees working six (6) or more hours per day (school year employees). This coverage shall be year round. The Employer shall pay 80% towards the cost of single subscriber costs for the 1st year. In any year, after year one, if the health insurance increase is less than 8%, the Employer's contribution will increase by 5% each year up to 80% of the premium.

ARTICLE 35. WORKERS' COMPENSATION (On-the-job Injury).

Each employee will be covered by the applicable Workers' Compensation Laws. An employee being eligible for Workers' Compensation will receive, in addition to his/her Workers' Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Workers' Compensation and his/her regular weekly income based on forty (40) hours. This amount will be deducted from the employee's accumulated sick leave.

ARTICLE 36. RIGHTS OF THE BOARD.

Except as modified by this Agreement, the District retains all rights, powers and authority vested in it by the Michigan Public Employment Relations Act, as amended, and the laws and Constitutions of Michigan and the United States. Not by way of limitation, but by way of illustration, the District reserves the right to:

1. Manage and control the District's business, the equipment, the operations and direct the working forces and affairs of the Employer.

2. Continue its rights of assignment and direction of the work of all its personnel; determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement; and the right to establish, modify or change any work or business hours or days.

3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees and determine the size of the work force and to lay off employees.

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

5. Adopt reasonable rules and regulations.

6. Determine the qualifications of employees.

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

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

9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

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

ARTICLE 37. APPENDICES.

The following appendices are incorporated and made a part of this Agreement:

Appendix A – Classifications and Rates of Pay
Appendix B – Retirement
Appendix C – Longevity

ARTICLE 38. SCHOOL YEAR EMPLOYEES.

Employees working only the school year shall receive sick leave and personal leave on a pro-rated basis commensurate with hours worked versus a full-time employee.

Part-time full-time employees will accrue prorated sick leave, personal business leave and vacation based on hours worked.

ARTICLE 39. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect through June 30, 2027.

(a) If either party desires to terminate this Agreement, it shall, sixty (60) days before the termination date, give written notice of termination. If neither party gives notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days' written notice prior to the current years termination date.

(b) If either party desires to modify or change this Agreement, it shall, sixty (60) days before the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment(s) desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(c) Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union to: AFSCME Michigan, AFL-CIO, 710 Chippewa Square, Marquette, MI 49855; and if the Employer, addressed to Bessemer Area School District, Bessemer School Board, 301 E. Sellar St., Bessemer, MI 49911; or to any such address as the Union or the Employer may make available to each other.

ARTICLE 40. EFFECTIVE DATE.

This Agreement shall become effective as of this date of execution, July 1, 2024.

ARTICLE 41. EMERGENCY MANAGER.

An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.541 et seq. may reject, modify, or terminate this Agreement as provided in that Act.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE UNION:	FOR THE DISTRICT:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

APPENDIX A.
CLASSIFICATIONS AND RATES

Classification	**Effective July 1, 2023**	**Effective July 1, 2024**	**Effective July 1, 2025**	**Effective July 1, 2026**
Custodian	$16.44	$18.50	$18.85	$19.20
Driver	$16.54	$20.50	$20.85	$21.20
Secretary to H.S. Principal	$16.15	$17.85	$18.20	$18.55
Secretary to E.S. Principal	$16.05	$17.85	$18.20	$18.55
Teacher Aide/Paraprofessional/Recess Aide	$13.72	$15.50	$15.85	$16.20
Paraprofessional w/60 Credits	$13.72	$16.50	$16.85	$17.20
Head Cook	$15.49	$16.25	$16.60	$16.95
Food Service	$15.00	$16.00	$16.35	$16.70
Part Time Custodian	$16.44	$18.50	$18.85	$19.20

1.a. The Head Custodian will be paid an additional one dollar ($1.00) per hour for every straight time hour worked.

1.b. The District shall pay the full cost for physicals as required for Chauffeur's Licenses for each driver during the term of this Agreement.

1.c. Drivers shall receive the custodian hourly rate while attending driver education sessions and tests. This rate will be paid only for the actual test or instruction time.

1.d. Part-time Custodians will not be used to displace or replace regular full-time employees.

1.e. All employees can be evaluated on an annual basis.

1.f. The Driver Trainer will receive a stipend of $4.50/hour for all hours up to 16 hours spent training a new CDL driver on behind the wheel driving and pre-trip inspection per driver trained.

APPENDIX B.
RETIREMENT

The Employer shall pay the employer full cost amount based on the Office of Retirement Services rates for the employee state retirement plan.

APPENDIX C.
LONGEVITY

After 3 years of Service:	$0.25
After 5 years of Service:	$1.00
After 10 years of Service:	$1.35
After 15 years of Service:	$1.45
After 20 years of Service:	$1.55
After 25 years of Service:	$1.65
After 30 years of service:	$1.80

APPENDIX D.
TRAINING AND LICENSING

(a) Any training and/or licensing that is required by the District for an employee to be able to adequately perform their job duties and/or that benefits the District shall be paid for by the District. This includes but is not limited to: substitute teaching permits for paraprofessionals, P.A. training for secretaries and trainings for kitchen staff. Substitute Teaching Permits for school-year paraprofessionals or recess aides shall be paid for by the District if the District is counting employees time spent in that position as qualified clock hours for the district.

(b) The District will pay all costs associated with approved, required training including but not limited to tuition, training supplies, and pre-approved relevant mileage, meals or lodging expenses.

(c) The District will pay the cost of one (1) successful CDL training, one (1) successful CDL testing and the initial license fee for drivers provided the employee signs a contract to remain employed with the District for at least two years. Should a driver who has signed such a contract terminate employment or be terminated by the District for cause prior to the two years, the employee will be deducted the cost of the CDL training, CDL testing and initial licensure fee via payroll deduction on their last pay. If the driver does not pass on the first try, it is the driver's responsibility to pay the remainder of the costs associated with fulfilling their job duties as a driver. If driver is not able to pass their CDL and unwilling to pay the cost of additional tries to

fulfill their job duties, the District reserves the right to terminate employment with 14 days of being notified of unwillingness.

(d) Safe Schools Training will be paid-time for all employees, if completed, in-person, during one of the first two Professional Development Days of the school year. Certificates must be turned into the Business Office by the end of the (2nd) day of completion to receive payment.