AGREEMENT

between

BAD AXE PUBLIC SCHOOLS

Suite 100
200 N. Barrie Rd.

Bad Axe, Michigan 48413-1174

and

Bad Axe Support Personnel CFMT
MEA/NEA

July 1, 2025 through June 30, 2028

TABLE OF CONTENTS

ARTICLE I 4
AGREEMENT 4

ARTICLE II 4
NON-DISCRIMINATION 4

ARTICLE III 4
UNION RECOGNITION 4

ARTICLE IV 4
RIGHTS OF THE BOARD OF EDUCATION 4

ARTICLE V 5
ASSOCIATION RIGHTS 5

ARTICLE VI 6
NEW JOBS 6

ARTICLE VII 6
JURISDICTION 6

ARTICLE VIII 6
GRIEVANCE PROCEDURE 6
DEFINITIONS 6
PROCEDURE 7

ARTICLE IX 9
LENGTH OF SERVICE 9

ARTICLE X 10
WORK WEEK AND HOURS 10

ARTICLE XI 11
HOLIDAYS 11

ARTICLE XII 12
VACATIONS 12

ARTICLE XIII 13
SICK AND FUNERAL LEAVE 13

ARTICLE XIV 16
UNPAID LEAVES OF ABSENCE 16

ARTICLE XV 17
TRANSFER AND PROMOTION 17

ARTICLE XVI 17
DISCIPLINE AND DISCHARGE 17

ARTICLE XVII 18
BUS TRIP ROTATION 18

ARTICLE XVIII 19
VACANCIES, NEW RUNS 19

ARTICLE XIX 21
MISCELLANEOUS 21
CDL and Required licensure regulations 21
-Physical Examination 21

ARTICLE XX 22

CLASSIFICATION AND COMPENSATION 22

ARTICLE XXI 22
BINDING EFFECTIVE AGREEMENT 22

ARTICLE XXII 22
SCOPE, WAIVER, AND ALTERATION OF AGREEMENT 22

ARTICLE XXIII 23
DURATION OF AGREEMENT 23

ARTICLE XXIV 23
NO STRIKE 23

ARTICLE XXV 24
SALARY SCHEDULE 24

ARTICLE XXVI 25
INSURANCE BENEFITS 25

ARTICLE XXVII 26
AUTHORIZED SIGNATURES 26

APPENDIX A 27

ARTICLE I
AGREEMENT

This Agreement is entered by and between Bad Axe Public Schools (hereinafter called the "District") and the Bad Axe Support Personnel CFMT Association, MEA/NEA (hereinafter called the "Association").

ARTICLE II
NON-DISCRIMINATION

The Board agrees that no bargaining unit member will be discriminated against on the basis of race, sex, sexual orientation, gender identity, color, religion, national origin, age, marital status, or membership in, or association with activities of the Association.

ARTICLE III
UNION RECOGNITION

A. **UNION RECOGNITION**

1. The Bad Axe Public Schools hereby recognize the Association as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, and hours of employment.

2. The term "employee" as used herein shall include all building custodians, bus drivers, head cooks, cafeteria assistants and cafeteria helper employees of the Bad Axe Public Schools and shall exclude substitutes, temporary workers, third party contractors, supervisors, and all other employees.

ARTICLE IV
RIGHTS OF THE BOARD OF EDUCATION

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the School System and its properties and facilities, and the activities of its employees during the school day;

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.

3. To determine workload, hours of employment, and the duties and responsibilities and assignments of employees covered under the Agreement. 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 hereof, and are not in conflict with the Constitution and laws of the United States.

B. The Board of Education has the right to change its policies, including those policies which affect salaries, fringe benefits, and other terms and conditions of employment, if such changes do not conflict with the express terms of this Agreement.

ARTICLE V
ASSOCIATION RIGHTS

A. Within 30 calendar days and every 90 days thereafter, the Association President shall be notified of new bargaining units hired, including the member's name, department, classification, building assignment, home address, phone number, personal email address, date of hire, full or part-time status, and wage.

B. The Association and its representatives shall have the right to use school buildings and facilities without charge for meetings during times when the building is covered by operating staff. Arrangements shall be made in advance with the building principal.

C. The Association and its representatives shall be permitted to transact official Association business on school property at all reasonable times, provided that it shall not interfere with or interrupt normal school operations. Arrangements shall be made in advance with the building principal.

D. The Association shall have the right to use school equipment, such as computers, copy machines, telephones, FAX machines, and A.V. equipment, etc. when such equipment is not otherwise in use. Arrangements will be made in advance with the building principal.

E. The Association shall have the right to post notices of Association business on bulletin boards and in the staff lounge.

F. The Association may use the interschool mail service for communications.

G. The Association shall have the right to distribute Association material to other bargaining unit members so long as such distribution does not interfere with the normal operation of the school.

H. The Board shall provide the Association with any public documents and other available information concerning the financial resources of the District including, but not limited to, tentative budgetary requirements and allocations, which will assist the Association in developing intelligent, accurate, informed, and constructive bargaining proposals and programs, together with

any other available information that may be necessary for the Association to process grievances under this Agreement.

I. The rights granted herein to the Association shall not be granted or extended to any other competing labor organization.

ARTICLE VI
NEW JOBS

A. The District shall have the right to establish, evaluate and change obsolete jobs, providing such action on the part of the District shall not be directed toward reducing the rate of a job or elimination of a position in which no substantial change in the job or the qualifications itself has occurred. Whenever new buildings or a job is made operational, the District shall establish the job description.

B. The District will notify the Association of such new or changed classification and will, within thirty (30) days after such new or changed classification is established, upon the written request of the Association, meet with the Association to negotiate the rate.

ARTICLE VII
JURISDICTION

Employees of the District not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purposes of instructional training, employee absence, experimentation or in cases of emergency, provided that the maintenance supervisor, assistant maintenance supervisor, and the transportation supervisor may perform such duties which they have normally performed, and which have been set forth in job descriptions furnished by the District to the Association.

ARTICLE VIII
GRIEVANCE PROCEDURE

A. **DEFINITIONS**

1. A "grievance" shall mean a complaint by an employee in the bargaining unit that there has been to him/her a violation, misinterpretation or an inequitable application of a specific and expressed term of this Agreement. The sole remedy available to any employee for any alleged breach of this Agreement, or an alleged violation of his/her rights under this Agreement, will be pursuant to the Grievance Procedure provided herein. However, nothing contained herein will deprive an employee of any legal right which he/she presently has, if the employee or the Association elects to pursue the same or similar remedy in any other forum. Such election shall bar any further or subsequent proceedings for relief under the provisions of this Contract.

2. Days referred to in the procedure are defined as days that the employee is on duty - Monday through Friday. The employee must file a grievance within five (5) days of the act or condition which caused the grievance.

3. Written grievances shall:

    1. Be signed by the grievant(s) and/or Association;
    2. Be specific;
    3. Contain a synopsis of the facts giving rise to the alleged violation;
    4. Cite the section or subsections of the collective bargaining agreement alleged to have been violated;
    5. Contain the date of the alleged violation; and
    6. Specify the relief requested.

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

4. The Association shall have the right to take the grievance to the next Level of the procedure in the event that the District does not answer the grievance according to the required time parameters defined in this Agreement.

B. **PROCEDURE**

LEVEL ONE

A bargaining unit member alleging a violation of the express provisions of this contract shall within **five (5) days** of its alleged occurrence, orally discuss the grievance with his/her supervisor in an attempt to resolve the matter.

LEVEL TWO

If no resolution is reached within **three (3) days** of the discussion, the bargaining unit member shall reduce the grievance to writing and submit it to his/her supervisor within **five (5) days**. The Supervisor shall respond to the written grievance within **five (5) days** in writing.

LEVEL THREE

If the Association or the grievant is unsatisfied with the decision rendered at Level Two, the grievance may be appealed to the Superintendent, provided that such a request is transmitted within at least **five (5) days** of receipt of the Level One decision. Within **five (5) days** of the receipt of the grievance, the Superintendent or his designee shall meet with the grievant on the grievance and shall make his/her decision, in writing, within **five (5) days** of the meeting, with a copy of the decision being given to the grievant and the Association.

LEVEL FOUR

1. Any appeal of a decision rendered by the Superintendent shall be presented to the Board of Education within ten (10) days, and the Board shall meet with an Association Representative at a time mutually agreeable to them. The appeal shall be in writing and state the reason or reasons why the decision of the Superintendent was not satisfactory.

2. The Board shall, within ten (10) days, give their decision in writing and it shall be considered settlement of the grievance unless appealed to the next Step.

LEVEL FIVE

1. If the Association is not satisfied with the disposition of the grievance at Level Four (4), it may, within ten (10) working days after the decision of the Board of Education or its designee, refer the matter for arbitration to the American Arbitration Association. A copy of the appeal to arbitration shall simultaneously be sent to the Superintendent. The rules of the American Arbitration Association shall govern the proceedings from that point forward.

2. Neither party may raise a new defense, ground or evidence at Level Five (5), not previously raised or disclosed at other written levels.

3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the District and the Association. Subject to the right of the District or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

4. Powers of the arbitrator are subject to the following limitations:

    a. He/She shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

    b. He/She shall not have the power to rule on or interpret State or Federal law.

    c. He/She shall not hear any grievance previously barred from the scope of the Grievance Procedure.

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

    a. The arbitrator, the Association, or the District may call any relative person as a witness in any arbitration hearing.

    b. Each party shall be responsible for the expense of the witnesses that they may call.

c. The fees and expenses of the arbitrator shall be borne solely by the party whom the decision of the arbitrator is rendered against. In the event that the arbitrator grants an award which is not clearly in favor of one (1) party, then the fees, expenses and filing fees of the arbitrator shall be shared equally by the parties.

d. The results of the arbitrator's decision shall be implemented within fifteen (15) working days from the date of the arbitrator's decision.

e. Only one (1) grievance at a time may be taken to an arbitrator, unless mutually agreed in writing by the parties to do otherwise.

f. The arbitrator's ruling must be based upon a specific and expressed term of this Agreement.

g. In the event that a scheduled arbitration hearing is cancelled and/or postponed by either side in less than seven (7) calendar days' notice, the party canceling/postponing shall be responsible for any charges made by the arbitrator.

h. The Association shall be required to give the Employer five (5) days written notice of any employee the Association wishes to have excused to appear at the arbitration hearing.

*Supervisor for custodians shall be the Maintenance Supervisor or designated person defined by the Superintendent of Schools.

Supervisor for bus drivers shall be the Transportation Director or designated person defined by the Superintendent of Schools.

Supervisor for food service personnel shall be the Food Service Director or designated person defined by the Superintendent of Schools.

ARTICLE IX
LENGTH OF SERVICE

A. Employees shall be regarded as probationary employees for the first ninety (90) calendar days of active employment. Probationary employees shall not have recourse to the terms of this Agreement.

B. Probationary employees completing their probationary period and employees transferring into the bargaining unit shall acquire length of service from the date of completion of transfer or probation. Length of service shall be granted to date of hire after completion of probationary period.

C. Employees shall be laid off, recalled or demoted according to their length of service in their classification. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee in a lower classification within the same department, working the same number of hours, provided the senior employee is qualified to perform the work. . "Qualified" shall mean ability to

perform the job duties, meet physical requirements of the job, holding required certifications and/or licenses, as well as having positive evaluation, attendance, and discipline records.

D. Departments shall be designated as:

1. Buildings and Grounds
2. Transportation
3. Food Service

E. An employee will be terminated for the following reasons:

1. Employee resigns.
2. If the employee is discharged and the discharge is not modified as the final resolution of a grievance.
3. If the employee is laid off for a continuous period equal to the service he/she had acquired at the time of such lay-off period or two (2) years, whichever comes first.
4. If the employee retires.
5. If the employee is absent for three (3) days without notice and good cause.

F. Any employee in the bargaining unit elected or appointed to full-time office in the Association whose duties require his/her absence from his/her work shall be granted a leave of absence without pay for the term of such office, and shall accumulate length of service during his/her term of office, and at the end of such term of office, shall be entitled to resume his/her regular length of service status and all job and recall rights.

G. Length of service shall continue to accumulate for an employee who is transferred to a supervisory position.

H. An agreed length of service list including date of hire and classification shall be made available to each employee covered by this Agreement on a quarterly basis. Length of service in classification shall be as of date of entry into the classification.

I. Employees shall submit a seven (7) calendar day notice of their intent to terminate services with the District, or they shall forfeit any fringe benefits due them.

ARTICLE X
WORK WEEK AND HOURS

A. The regularly scheduled work week for all full-time employees shall consist of forty (40) hours beginning at 12:01 a.m. Monday, and ending one hundred sixty-eight (168) hours thereafter.

B. The normal workday shall be nine (9) consecutive hours, which shall include one (1) hour of unpaid free time.

C. Overtime rates will be paid as follows:

1. Time and one-half (1-1/2) will be paid for all time worked in excess of forty (40) hours in a work week.

   a. Hours for which holiday pay, vacation pay or sick leave pay is received shall count toward the total of forty (40) hours.

2. Whenever an employee is required to return to work after the completion of his regularly scheduled working hours, he/she shall receive pay for the actual time worked at time and one-half (1-1/2) his/her regular rate, or a minimum of two (2) hours pay at his straight time hourly rate, whichever is the greater.

D. Overtime shall be divided and rotated as equally as possible within the building and among those employees who regularly perform such work, provided they are qualified to perform such work. Equalization of overtime shall mean on an annual basis (a particular daily assignment does not have to be split to comply with Contract language). All overtime shall be allocated on a need basis as determined by the Board or its designee.

ARTICLE XI
HOLIDAYS

A. The Employer will pay a regular day's pay for the following holidays during the employee's work year even though no work is performed by the employees:

New Year's Day	Martin Luther King Day*	President's Day
Good Friday	Memorial Day	July 4th
Friday before Labor Day	Labor Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Eve	Christmas Day
New Year's Eve		

*MLK DAY-unless the district calendar has a scheduled day of instruction and/or professional development day.

One (1) additional paid holiday during Spring Break, with date to be decided by the District.

B. Employees required to work on any of the above named holidays shall receive double time (2X) for hours worked in addition to the regular holiday pay.

C. If an employee is on vacation on any of the above named holidays, he/she shall be entitled to an additional day off with pay for the holiday, or shall receive a regular day's pay for the holiday.

D. When a holiday falls on Saturday or Sunday, the District shall have the right to observe the holiday on another day which is mutually agreeable to the District and the Association, or pay the employee for the holiday.

E. In order to be eligible for holiday pay, the employee must have worked the last scheduled workday prior to the holiday, and the next scheduled workday after such holiday. Employees off sick on the holiday or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.

F. Employees eligible under these provisions shall receive the regular daily rate of pay for such holidays.

ARTICLE XII
VACATIONS

A. Full-time, year-round employees shall be eligible for the following vacation allowance:

Length of Service	**Vacation Allowance**
After one (1) full year	Five (5) days
After two (2) full years	Ten (10) days
After nine (9) full years	Fifteen (15) days
After eleven (11) full years	Twenty (20) days
After twenty (20) full years	Twenty-three (23) days
After twenty-five (25) full years	Twenty-five (25) days

Twelve (12) month employees, who work more than four (4) hours per day, but less than eight (8) hours per day, shall receive the benefit on a pro-rata basis.

B. To be eligible for a vacation, an employee must have worked or been paid for eighty percent (80%) of his regularly scheduled working hours.

C. Twelve (12) month employees terminating employment shall receive pro-rata vacation allowance based upon one-twelfth (1/12) the vacation pay for each month or major fraction thereof between July 1st and his termination date, providing that he notifies the District seven (7) calendar days prior to terminating his/her employment.

D. Application for vacation leave must be filed with the Superintendent of Schools in advance. The application for vacation leave will be deemed granted if a response has not been issued by the end of the fourth (4^{th}) business day after it is received at the Administration Office.

E. Vacation must be taken between June 15^{th} and August 15^{th} of each year, except as noted in G and H below.

F. Vacation leave covered under this Agreement shall be available to employees during the summers of 2025 through 2028, and shall be for service performed between July 1, 2025 and June 30, 2028.

G. One custodian must be on vacation during the student Christmas Break and Spring Break and a different custodian must be on vacation during the student Spring Break. The vacation leave will be authorized under the following conditions:

1. The request for these vacation leave must be submitted by September 1st each year.

2. This vacation leave will be deducted from accumulated vacation leave.

3. If there is more than one (1) applicant for any time period, the employee with the most seniority shall have priority. If no custodians or only one custodian request for Christmas or Spring Breaks then the Superintendent will assign vacation days to the custodian with the least seniority that has vacation days remaining.

H.

1. Employees not required to work on scheduled days of student instruction which are not held because of conditions outside the control of school authorities such as inclement weather, fire, epidemics, mechanical breakdowns, or health conditions as defined by the City, County, or State health authorities, will be paid for such days up to the maximum allowed annually by the State. For school cancellations beyond the annual allowed, employees shall work on any rescheduled days of student instruction, which are established by the Board, and will be paid at their regular daily rate of pay.

2. For any additional day that is cancelled, which will not be made up because the district will receive full State Aid, employees will receive their regular pay. Employees required to work on days when school is not in session shall be paid their regular rate of pay for such days.

ARTICLE XIII
SICK AND FUNERAL LEAVE

A. At the beginning of every work year, July 1 – June 30, bargaining unit members will be credited with the following sick leave days:

1. Building and Grounds Employees – the District will frontload 12 days, 72 hours of the provided days will qualify as earned sick time (prorated for a part-time employee).

2. Food Service and Transportation Employees – the District will frontload 9 days, 72 hours of the provided days will qualify as earned sick time (prorated for a part-time employee).

3. If an employee is hired during the benefit year, they shall be frontloaded a prorated portion of workdays.

B. Paid sick leave shall be allowed for the following purposes:

1. The employee's own mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or for preventative medical care for the employee.

2. For the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or for preventative medical care for a family member of the employee.

3. Situations where the employee or a family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or result from the domestic violence or sexual assault.

4. For a meeting at a child's school or place of care related to the child's health or disability or the effects of domestic violence or sexual assault on the child.

5. For closure of an employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of an official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease**.**

C. For the purpose of sick leave "family member" shall include:

1. A biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner or a child to whom the employee stands in loco parentis.

2. A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.

3. A person to whom the employee is legally married under the laws of any state or a domestic partner.

4. A grandparent.

5. A grandchild.

6. A biological, foster or adopted sibling.

7. Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship.

D. Employees will be granted up to four (4) days leave for a death in the immediate family. The immediate family is defined as spouse, children, parents, grandchildren, grandparents, brothers, sisters, mother-in-law, father-in-law, stepchild, stepbrother, stepsister, step grandchildren and step grandparents. One (1) day leave will be granted for aunts, uncles, sisters-in-law, brothers-in-law, nieces, nephews, or for such others as may be approved by the Superintendent of Schools.

E. Three (3) sick leave days may be used for personal business, per year. Personal business leave will be deducted from sick leave. Application for this leave must be in writing on the form provided and submitted to the Superintendent or his designee seven (7) days in advance of the leave, except in case of emergency. No more than two (2) persons may be granted personal leave on the same day, except with the written permission of the Superintendent of Schools.

F. Records of sick leave accumulated and taken shall be available to the employee or the Association by request. The number of sick leave days accumulated by each employee covered by this Agreement shall be updated on the paycheck or voucher at least monthly.

G. All unused sick leave days in excess of ninety (90) days shall be paid to employees at the end of June according to the following schedule:

Buildings and Grounds Employees – Thirty-five dollars ($35.00) per day.

Food Service Employees - Thirty-five dollars ($35.00) per day.

Transportation Employees -Fifteen dollars ($15.00) per run, not to exceed Thirty dollars ($30.00) per day.

The provision is pro-rated on eight (8) hour days.

H. The District may at any time, at its expense, require an employee to submit to an examination by an independent physician.

I. Sick leave days earned prior to any approved leave of absence or lay-off shall be held in reserve pending the return of the employee from sick leave or lay-off.

J. Employees who have sick days remaining in their sick leave bank may opt to use sick days, and be paid for those sick days on inclement weather days when school is not in session. The number of days that may be used is unlimited, providing the employee has sick days remaining in his/her sick leave bank, and makes proper application and completes necessary reporting forms in order to be compensated on payroll.

K. Employees who have sick days remaining in their sick bank at the time of their retirement will be paid for those sick days at a rate of forty dollars ($40.00) dollars per day. Employees shall be eligible to utilize their current year's allotment of sick days for continuation of pay during Winter Break, Spring Break, or other unpaid scheduled days off.

ARTICLE XIV
UNPAID LEAVES OF ABSENCE

A. The reinstatement rights of any employee who enters the military service shall be determined in accordance with the provisions of Federal, State or local law granting such rights.

B. An employee with one (1) year seniority or more who, because of serious illness or accident which is non-compensable under Worker's Compensation Law is physically unable to report for work and has exhausted his/her sick leave days, shall be granted a leave of absence for up to twelve (12) months, provided, however, that employee notifies the District of his/her condition prior to the exhaustion of sick leave days, and provides a statement from a medical or osteopathic doctor verifying the necessity of the leave prior to the exhaustion of sick leave, and provided that the employee provides a bi-monthly statement during the absence from the doctor verifying the continued need for the leave, and provided that the employee provides a written statement from the doctor fifteen (15) working days prior to the expiration of the leave that the employee is able and capable of resuming his/her normal job duties and hours. A shorter notice may be acceptable at discretion of Superintendent.

C. Unpaid leaves of absence may be granted at the discretion of the Superintendent of Schools for a period of time not to exceed ninety (90) days for serious illness in the employee's immediate household.

D. Unpaid leaves of absence may be granted at the discretion of the Superintendent of Schools for a period of time not to exceed twelve (12) months for training related to an employee's regular duties in an approved educational institution, or any other reason approved by the Superintendent.

E. Leaves of absence will be granted to employees for up to two (2) weeks who are active in the National Guard or a branch of the Armed Forces Reserves, if the employee in no way contributed to the two (2) week activation; provided further, that such employee makes a written request in no less than thirty (30) days of the time requested.

F. All leaves requested will be in writing stating the reason for such leave and the length of the leave requested. During any unpaid leave, the District shall not be obligated for any fringe benefit payments or accrual of benefits. The employee shall accumulate seniority during the unpaid leave, and shall be entitled to resume his/her regular seniority status at the expiration of the leave. Any employee who violates the terms of any leave shall forfeit all recall and seniority rights.

G. All applicable leaves shall run concurrently with FMLA if an employee is eligible for FMLA leave.

An employee must use his/her accumulated vacation leave and discretionary days before requesting time off without pay.

ARTICLE XV
TRANSFER AND PROMOTION

A. Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within five (5) working days after the Board decides to fill the vacancy, and the employee shall be given five (5) working days in which to make application to fill the vacancy or new position.

B. The senior employee making application shall be considered for the transfer. The District will evaluate his/her qualifications for the posted position in accordance with the specified job requirements.

C. If the senior employee is transferred to the vacant position, and after ninety (90) days following the transfer the District or its designee determines that the job performance of said employee is not satisfactory, he/she will be transferred back to his/her original position.

D. Short-term vacancies of a day-shift custodian resulting from Worker's Comp or Leave granted under a provision of the Master Agreement, the night-shift custodian from that building shall have the opportunity to fill the short-term vacancy without Posting or Seniority based bidding. In the event a short-term leave becomes a permanent, the position shall be posted and bid as outlined in this Article.

ARTICLE XVI
DISCIPLINE DISCHARGE

A. Dismissal, suspension and/or any other disciplinary action shall be only for just causes, with the employees having the right to defend themselves against any and all charges.

B. When the District feels disciplinary action is warranted, such action must be initiated within ten (10) working days from the date of the occurrence of the condition giving rise to the action, or within ten (10) working days of the date it is reasonable to assume that the District became fully aware of the conditions giving rise to the discipline.

C. The District agrees to submit written notification of any discipline or discharge to a permanent employee upon request within three (3) working days from the date of such disciplinary action. Should said employee consider such discipline or discharge to be improper, the matter may be referred to the Grievance Procedure.

D. Reasonable rules and regulations shall be adopted by the Board and made available to all employees. Rules as adopted by the Board which are currently in effect are attached to this document as Appendix A. However, additional rules and/or current rules may be adopted and/or

modified periodically by the Board of Education. The Association will be notified of any changes adopted and/or modified by the Board of Education.

E. All dismissals and suspensions shall be without pay unless changed through the Grievance Procedure, and no suspension shall be effective for a period of more than ten (10) days without approval of the Board or its designated representative.

ARTICLE XVII
BUS TRIP ROTATION

A. At the beginning of each school calendar year, each bus driver shall indicate in writing to the Transportation Supervisor, on forms provided by the District, if they desire to be placed on either the active or inactive list, so that the Transportation Supervisor will have available a listing of all the bus drivers who desire to take field trips. An employee may also be transferred from either the active list to the inactive list, or from the inactive to the active list at any time during the school year by requesting a form from the Board of Education Office, and by submitting the proper application in writing to the Transportation Supervisor ten (10) days prior to the transfer becoming effective.

B. When field trips are to be scheduled, the Transportation Director shall call a meeting of, but not limited to, all drivers on the current active Extra Trip Drivers list on a weekday morning previously agreed to between the Director and those drivers. Attendance would not be mandatory for any driver not interested in taking field trips in the time period for which they would be assigned. The Director shall go down the entire active list until each bus driver has either taken a field trip or has had the opportunity to take the field trip.

When all of the bus drivers have either accepted a field trip, or have been asked and refused, the Transportation Director shall then, once again, go to the most senior bus driver on the active list and continue to rotate all the field trip runs according to the length of service among all of the drivers on the active list. A bus driver, who would have more than forty (40) hours work during the week, if he/she were assigned to a field trip, shall be excluded from the first rotation unless all drivers would have more than forty (40) hours of work for the week. In the event an extra trip should need assignment after the meeting has been held and is dated prior to the next scheduled meeting, or if a driver should be forced by emergency conditions to decline a trip he/she has already accepted, the Director shall refer to the Seniority List at its last assignment point, and contact drivers in the order of seniority until one has accepted or been assigned the emergency trip.

C. In the event that all of the bus drivers on the active list refuse the field trip or trips, the District may utilize a probationary driver, a qualified substitute, or may require the least senior bus driver on the active list to take the field trip or trips; the next mandatory assignment will be given to the second (2^{nd}) least senior employee, and on up the list.

D. When there would not be enough drivers on the active list to meet the needs of the District, the District then may require the least senior employee or employees on the inactive list, which includes both seniority and probationary employees, to take the field trip or trips.

E. All extra trips will be posted, except for extra trips within the School District during the regular school day. Extra trips within the School District during the regular school day shall be assigned by the Transportation Supervisor.

F. Bus Drivers will not participate in the Trip Rotation until they have completed ninety (90) calendar days of regular employment.

G. Bus driver meetings will be held at the discretion of the Superintendent. All bus drivers are required to attend these meetings and shall be paid their hourly rate. Employees shall be given a five (5) working day notice of the meeting. If a shorter notice is given, attendance shall be voluntary.

H. Drivers shall be guaranteed two (2) hours pay at the extra trip rate when a driver has arrived for an extra trip that has been cancelled without notification. When a driver accepts an "over and back" trip, defined as an extra trip in which the driver takes a group to an event site and then returns to the bus garage with the intent of punching out and returning later, said driver shall be guaranteed two (2) hours pay at the extra trip rate for taking the group, and a minimum guarantee of two (2) hours pay for returning to the event site at a predetermined time to bring the group back. In-District extra trips, whether they are attached to a regular route or not, shall be paid at the extra trip rate with a minimum guarantee of one (1) hour's pay.

ARTICLE XVIII
VACANCIES, NEW RUNS

A. The Transportation Supervisor shall schedule a meeting with all employees covered by this Agreement within the two (2) weeks prior to the start of the school year. All employees shall be notified of all the bus runs and all runs will be offered for bid according to seniority. As in the past, shuttles will be attached to regular runs at the time of bidding. Management will retain the right to adjust schedules (attach different shuttles to different regular runs). Within two (2) weeks after school starts, the District will notify the Association of any changes, and upon the request of the Association, a meeting will be called and held within five (5) days, when all runs will be re-bid. Should the District make major changes during the school year, they may try the changes for two (2) weeks, and then if the changes are to be continued, they will notify the Association of their intention to do so. The Association may request a meeting as described above, to be held within ten (10) days. When we refer to a major change, we mean a situation where a shuttle is added to or taken from a regular run, or the run is increased by fifteen (15) minutes or more.

It is expressly understood that minor changes in runs or shuttles does not constitute a major change. It is recognized that, from time to time in an effort to balance loads, to improve the efficiency of the runs, and other reasons, management will find it necessary to make minor adjustments in regular runs and shuttles. When we refer to regular runs, we mean runs that are for K-12 students going to

or from school on a regular daily basis. When we refer to shuttle runs, we mean runs operated on a regular daily basis between the different schools, or between a school and vocational center.

The District shall determine the number of employees and shall assign to the least senior driver(s) any runs not bid on.

Employees who do not attend the meeting may submit their written bid for vacancies to the Transportation Supervisor prior to the meeting.

B. Once the annual bidding of runs has been completed, the combination of runs shall remain with the driver unless:

1. The driver terminates employment during the school year.
2. The District may assign and/or transfer drivers during the school year by mutual agreement between the Association and the District.
3. The Administration considers the change in student population as significant.

C. In the event that vacancies occur, or a new run is established during the year, such vacancy or new run shall be posted on the employee's bulletin board within five (5) working days from the date of the vacancy, or within five (5) working days from the date of the establishment of the new run. All vacancies or new runs that are posted shall include the following:

1. Type of run;
2. Starting date;
3. Starting time (starting time is subject to change by the District);
4. Description of run.

The employees shall be given three (3) working days' time in which to bid on the vacancy or new run. The senior employee who bids on the vacancy or new run shall be assigned to the vacancy or new run on the fifth (5^{th}) working day after completion of the posting period. The original posting and one (1) subsequent posting (if necessary) shall be made. Temporary assignments may be made to fill any vacancy or new run while the process of filling the vacancy or new run is occurring. The District shall determine the number of drivers and shall assign to the least senior driver any run not bid on.

D. Any remaining vacancies which have not been filled by the regular drivers according to Sections A and C of this Article shall be filled by assignment by the Transportation Supervisor.

E. In the event of a temporary vacancy due to the absence of a regular driver who is on an approved leave of absence for at least ten (10) working days, such vacancy shall be filled from among the regular drivers who have submitted to the Transportation Supervisor their name and availability to substitute on posted temporary vacancy shall it be offered. In cases where notice of absence is given to the Board Office less than two (2) hours prior to the run, the District shall have the right to employ whoever is available. In the event that no regular driver elects to fill the temporary vacancy, the vacancy shall be filled by the District.

F. Temporary vacancies are deemed temporary as long as the regular employee is on an approved leave of absence. When and if it is determined that the regular driver will not be returning to their regular assignment, that vacancy will be filled as specified in Sections A and C of this Article.

ARTICLE XIX
MISCELLANEOUS

A. CDL and Required Licensure Regulations

The District shall pay the entire cost of a new or renewal CDL Drivers License (including any generally required applicable skills tests, etc.). Should a new driver be in the employ of the District for a period of time less than a full calendar year from the date of issuance of the CDL, the new employee will reimburse the District for the full cost of said license, including skills tests, etc.

The District will not pay for skills tests required on renewal licenses or license extensions under current law.

B. Physical Examination (Cooks and Bus Drivers only)

The District will pay the physical examination cost in full when it is given by the physician designated by the Board of Education. Physical examinations given by other physicians will be accepted, but will be at the expense of the employee.

C. Overnight bus drivers shall be paid for eight (8) hours of driving per day, and shall be reimbursed for lodging on trips when an overnight stay is required. The District shall make reservations for overnight accommodations in advance. Meal allowances on overnight trips shall be reimbursed up to eight dollars ($ 8.00) breakfast, ten dollars ($ 10.00) lunch, and thirteen dollars ($ 13.00) dinner. Meal allowances on extra trips will be covered according to the amounts listed above if the extra trip causes the driver to be on down time at mealtimes (6:00-8:30 a.m.; 12:00-1:30 p.m.; 5:00-8:00 p.m.). Receipts must be provided for said meal expenses.

D. Safety masks shall be provided for spraying.

E. All bus runs shall be for a minimum of two (2) hours. Drivers who would require more than the regular scheduled time in order to gas or clean their bus shall receive approval from the Superintendent or his designee prior to working beyond regular approved time.

F. The School District will pay a seniority employee serving on jury duty the make-up pay difference between jury duty pay and the employee's pay for each workday the employee misses because of jury duty. The make-up pay difference shall be limited to thirty (30) days in any year.

G. Summer Work (Drivers and Food Service employees). If the District makes summer work available that is related to work drivers and food service employees perform during the school year, the following shall apply:

1. Drivers and Food Service employees shall be offered work prior to non-district employees.
2. Offered by seniority starting with the most senior.
3. Drivers and Food Service employees on Summer Work assignments shall be compensated at their hourly rate with a two (2) hour minimum per day of assignment.
4. Retirement credit shall be the greater of two (2) hours daily, or actual hours worked rounded up to the nearest quarter (.25) hour.
5. Drivers and Food Service employees working summer assignments shall receive holiday pay for Independence Day, in addition to double time (2X) for all hours worked on that day.

ARTICLE XX
CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth in Article XXV.

ARTICLE XXI
BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assignees.

ARTICLE XXII
SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

A. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

B. This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the District.

C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees 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.

D. Copies of this Agreement shall be printed at the expense of the District and presented to all employees now employed, hereafter employed or considered for employment by the District.

ARTICLE XXIII
DURATION OF AGREEMENT

A. The effective date of this Agreement is July 1, 2025. This Agreement shall continue in full force and effect until June 30, 2028.

B. If either party desires to terminate this Agreement, it shall give written notice of termination ninety (90) days prior to the termination date. If neither party shall give notice of termination, the Agreement shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on ninety (90) days written notice prior to the current anniversary date of termination.

C. If either party desires to modify or change this Agreement, it shall ninety (90) days prior to the termination date or any subsequent anniversary date of termination, give written notice of amendment, in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated on or after the termination date 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.

D. An Emergency Manager properly appointed under the local Financial Stability and Choice Act, may subject to any applicable legal restriction, reject, modify, or terminate this Agreement as provided for in the Act for so long as the Act is in effect.

ARTICLE XXIV
NO STRIKE

The Association and the District recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Association and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the School System. The Association, therefore, agrees that its Officers, Representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdowns or stoppage of work, boycott, picketing or other interruptions of activities in the School Systems. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

ARTICLE XXV
SALARY SCHEDULE

Salary Schedule

Classification			
	2025-2026	**2026-2027**	**2027-2028**
Building Custodian	$20.25	$20.50	$20.75
Bus Driver	$21.25	$21.50	$21.75
Extra Trips	Reg. Rate	Reg. Rate	Reg. Rate
Head Cook	$20.25	$20.50	$20.75
Cafeteria Assistant	$18.25	$18.50	$18.75
Cafeteria Helper	$18.25	$18.50	$18.75

A. The driver who is assigned to the special needs route through the annual bidding process, shall receive an additional responsibility stipend of fifty cents ($.50) per hour for each hour that the driver has special needs students that require the special needs handling on his or her route.

B. Any employee performing work in a higher classification shall receive the higher rate of pay for all hours worked in that higher classification.

C. Service Pay

1. $0.10/hour increase after completion of each of the following years of service: 1, 3, 5, 7 and 9 years of service.

2. $0.30/hour increase after completion of each of the following years of service: 10, 15, 20, 25 and 30 years of service.

ARTICLE XXVI
INSURANCE BENEFITS

Plan A :
The District will, upon written application, provide the following insurance coverage to eligible employees.

A. Health Insurance Major Medical – 80/20.

1. Member pays 20% of health insurance total costs.
2. Contributions will begin the first pay period in January of each subsequent year.

B. District pays 80% of total health insurance costs (HSA deductible, premium, taxes). The district will distribute funds to HSA by funding 50% in the first month of the health plan year and the remaining 50% in the sixth month of the health plan year. In the event of a retirement, dismissal, or other end of employment prior to the end of the health plan year, the HSA will be prorated based on the days worked.

Plan B :
If employee elects to opt out of health insurance coverage (Plan A), the employee will receive an in lieu value in the amount of $3500.

Plan A	Plan B
High Deductible Health Plan 80% Employer 20% Employee Health Savings Account 80% Employer 20% Employee	Employees electing Plan B will receive $3,500 in lieu of value.
Self-Insured Dental Coverage Class I, II, and III Annual Maximum $1200	Same as Plan A
Self-Insured Vision Coverage	Same as Plan A
$15,000 Life Insurance w/AD & D	Same as Plan A

A. If an employee terminates employment during the school year, coverage shall terminate on the first (1st) day of the following month.

B. All employees covered by this Agreement shall be offered a Fifteen Thousand Dollar ($15,000.00) term life insurance policy, paid for by the District, and subject to acceptance by the carrier. Term life insurance shall have the right of conversion to private pay when an employee terminates employment. At age sixty-five (65), the coverage will be Six Thousand Five Hundred Dollars ($6,500.00) ; at age seventy (70), the coverage will be Five Thousand Dollars ($5,000.00). Any employee electing his/her right of conversion, in order to keep their term life insurance in force, must contact the insurance carrier within thirty (30) days of their last day of employment.

ARTICLE XXVII

AUTHORIZED SIGNATURES

AGREEMENT between Bad Axe Public Schools and the Bad Axe Support Personnel CFMT, for the period July 1, 2025 through June 30, 2028.

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed.

FOR THE DISTRICT

BAD AXE

BOARD OF EDUCATION

760 S. Van Dyke Rd.

Bad Axe, Michigan 48413-1174

Superintendent

5/21/25 DATE

FOR THE ASSOCIATION

Bad Axe CFMT Association President

5/21/25 DATE

APPENDIX "A"

1. Unauthorized or excessive absence from work;

2. Conviction of any criminal act;

3. Conduct unbecoming any employee in the public service;

4. Disorderly or immoral conduct;

5. Failure to make proper provisions for liquidation of just debts;

6. Incompetence or inefficiency;

7. Insubordination;

8. Bringing intoxicants or narcotics into, or consuming intoxicants or narcotics on any school property, or reporting for work under the influence of intoxicating liquor or narcotics in any degree whatsoever;

9. Any transportation employee bringing or possessing intoxicants or narcotics on school property, or consuming any intoxicants or narcotics during the hours of employment, or reporting for work after having consumed any intoxicating liquor or narcotics in any degree whatsoever, shall be terminated immediately;

10. Neglect of duty;

11. Negligence or willful damage to public property, waste or misappropriation of public supplies or equipment;

12. Violation of any lawful regulation or order made by the District or its designated representative;

13. Willful violation of any provisions of this Agreement;

14. Deliberate falsification of records and reports