

Labor Agreement

Between



Service Employees International Union,
Local 517M

and the

Bangor Public Schools
(Paraprofessionals)

July 1, 2018
through
June 30, 2021

BANGOR PUBLIC SCHOOLS
(Paraprofessionals)

July 1st, 2018
through
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**ARTICLE I
PREAMBLE AND RECOGNITION**

A. Preamble

This Collective Bargaining Agreement is entered into this first day of July, 2018 by and between the Bangor Public Schools, hereinafter referred to as the "BOARD", and the Local 517M, Service Employees International Union (SEIU), hereinafter referred to as the "Union".

The Board and the Union recognize their mutual obligations pursuant to the Michigan Public Employment Relations Act, MCL 423.201, *et seq.*, as amended, to negotiate collectively with respect to hours, wages, and terms and conditions of employment.

Both parties have entered into and conducted good faith negotiations in which each party has had the right and opportunity to make proposals and agreements with regard to all negotiable subjects.

B. Recognition

1. The Board hereby recognizes the Union as the exclusive negotiation representative for all full and regular part-time paraprofessionals (scheduled four hours or more per day for the school year) in the following classifications/locations: kitchen, primary school, elementary school, middle school, high school, and the community education center.
2. All central office, supervisory, casual, temporary substitutes, and all other employees are excluded.
3. Any person employed in the position listed in B.1. above shall be referred in this Agreement as "EMPLOYEE(S)".

ARTICLE II UNION RIGHTS

A. Facilities/Equipment

The facilities and equipment of the District shall be available to the Union in accordance with Board Policy.

B. Freedom of Information

The Board agrees to furnish to the Union, in response to reasonable requests, all available information covered by the Freedom of Information Act. The Union agrees that it will comply with any Freedom of Information Act guidelines and procedures adopted by the Board.

C. Posting & Bulletin Boards

The Employer agrees that there shall be a bulletin board in each building for the exclusive use of the Union. The Union may post thereon official notices signed by the official SEIU representatives, provided such notices are not political, controversial or derogatory in nature. Bangor Schools Administration will receive a copy of all postings.

D. Files

Each employee shall have the right, by appointment, to review the contents of his/her personnel file. The file and its contents are property of the Bangor Public Schools. The employee or his/her representative may not remove any item found in the file.

E. Disciplinary Action

1. Discipline is the action taken by the Employer, for reasons which are not arbitrary or capricious, as a result of unsatisfactory behavior by an employee. The parties agree that discipline shall be applied in a progressive manner and shall be intended to correct behavior. However, infractions of a serious nature, as determined by the Board, may bypass the progressive model. Disciplinary steps may include verbal warning, written warning, unpaid suspension, and/or discharge.
2. The Board, if its representative(s) believe disciplinary action may take place, shall notify the employee(s) of their right to Union representation.
3. The Board agrees to provide employee with written notification of the specific reasons for any discipline action taken that is to be made a part of the employee's personnel file.

4. An appeal regarding disciplinary action will be submitted to Step II of the grievance procedure within ten (10) calendar days from the date disciplinary action was meted out. If the appeal is not filed within the ten (10) day period, the bargaining unit member waives their right to appeal.
5. An employee shall be entitled to have present a representative of the Union during any meeting at which recorded disciplinary action is taken by the Employer. Said representative shall be obtained within twenty-four (24) hours. In any event, said meeting may occur within one week.

F. New Member Orientation

The Employer shall within ten (10) working days, notify the Union of any new hire(s) and provide the Union adequate time, not to exceed twenty (20) minutes, to meet with such employee(s) where they will receive an overview of the Union and its programs.

G. Payroll Dates

The Employer will provide to the Union in electronic format the scheduled payroll dates for the employees in the SEIU bargaining units. This report will be provided on or by July 1st of each school fiscal year.

ARTICLE III SENIORITY

A. Definition

Seniority shall be defined as the length of an employee's continuous service with the District since his/her last date of hire. Last date of hire shall be the date upon which the employee first reported for work, at the instruction of the Employer, in a position represented by the Union since which he/she has not quit, been discharged, nor been laid off more than eighteen months.

B. Probation

1. Employees shall be considered as probationary for the first ninety (90) calendar days. Upon the notification by the Board to the Union, the probationary period will be extended an additional thirty (30) calendar days.
2. There shall be no seniority for probationary employees.
3. Probationary employees may be disciplined or discharged without recourse to the grievance procedure.
4. Upon satisfactory completion of the probationary period, employees shall be entered on the seniority list effective on their most recent date of hire, in a position represented by the Union.

C. Loss of Seniority

An employee shall lose seniority if:

1. He/she quits.
2. He/she is discharged and the discharge is not reversed.
3. He/she is absent for two (2) consecutive days, without notifying the Employer, and cannot justifiably excuse the lack of notice.
4. He/she does not return to work when recalled from lay-off for two (2) years, as set forth in the recall procedure.
5. Failure to return from a leave of absence at the end of the authorized period, except for unexpected reasons as determined by the Superintendent.
6. Retirement.

D. Unit Information

The Employer will provide a transaction report to the Union in electronic form, containing the following information for each employee in the SEIU Paraprofessional bargaining unit: employee's address, hire, date, work location, classification, part time / full time status, and work email address. The Union will be responsible for requesting this report from the Bangor Public Schools administration. This information is provided to the Union for the sole purpose of enabling the Union to perform its duties as the exclusive representative of its bargaining unit members. The Union will use the information disclosed only for that purpose and will use reasonable diligence in safeguarding the bargaining unit member's information. This information will not be disclosed to any other person or entity.

E. Tie Breaker

In the event two (2) or more employees have the same date of hire, and immediately upon the employees completing probation, the Union will draw lots to determine placement on the seniority list. The drawer of the shortest lot will be placed below any drawer of a longer lot. The result of the drawing shall be conveyed to the Superintendent's secretary for purposes of the seniority listing.

F. Union Notification

The Board will notify, in writing, the local Union President the names and assignment of:

1. New Hires
2. Employees who have terminated employment.
3. Employees who have gone on approved leave of absence without pay for three (3) months.

ARTICLE IV BOARD RIGHTS

A. Laws and Authority

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan Revised School Code, Michigan and federal law. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement is retained by the Board.

B. Management and Control

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively by the Board without prior negotiations with the Union, either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations, and to direct the working forces and affairs of the Employee.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or changes any work, business, school hours, or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force, and to lay off employees.
4. Adopt reasonable rules and regulations.
5. Determine the services, supplies, equipment, number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
6. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
7. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as provided for in this Agreement.

8. Determine the policy affecting the selection testing, or training of employees, providing that such selection shall be based upon lawful criteria.
9. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Agreement.
10. The Board shall determine all methods and means to carry on the operation of the schools.
11. To exercise management and administrative control of the school system, and its properties and facilities.
12. To establish hiring procedures and qualifications.
13. To establish the school year, the work year, course of instruction, in-service training programs for employees and to require attendance at any workshop, conference, etc., by employees, including special programs during the workday.
14. The Board shall continue the right to determine and re-determine job descriptions.

C. Limits

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, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with state and federal law.

ARTICLE V GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall be defined as an alleged violation of any specific article(s) and section(s) of this Agreement, as claimed by an employee or group of employees who is/are directly affected by the alleged violation.
2. Any employee or group of employees making such claim shall be known as the grievant(s).
3. A day(s) as used in this article means weekday(s) (Monday through Friday) except the official state and national holidays.

B. Hearing Levels

1. Level I - Oral

When a cause for claims occurs, and within five (5) days from the date on which the cause occurred, the affected employee(s), referred to as the grievant, shall (only if he/she or they wish to pursue the matter as a grievance) request a meeting with his/her or their immediate Supervisor in an effort to resolve the matter. The Union may be notified by the grievant and a representative of the Union may be present with the grievant at such meeting. If the grievant(s) is/are not satisfied with the result(s) of the meeting, he/she/they shall (only if the grievant wishes to move the grievance to the next level) formalize the matter, in writing.

2. Level II - Written - Immediate Supervisor

In the event the matter is not resolved in a conference between the grievant and the Immediate Supervisor, the matter shall be submitted, in writing, to the Immediate Supervisor. This submission shall be submitted within five (5) days of the meeting held as required in Level I.

The written grievance shall contain at least the following information:

- a. The name(s) of the grievant(s).
- b. The date of the cause giving rise to the alleged violation(s).
- c. The facts (time, date, place, who was involved and what happened) giving rise to the alleged violation(s).
- d. The article(s) and section(s) alleged to be violated.
- e. A statement by the grievant(s) as to how the facts indicate a violation of this Agreement.
- f. The relief requested.

Within five (5) days of the receipt of the written grievance, the Immediate Supervisor shall conduct a hearing with the grievant(s) to discuss the data stated on the written grievance. The Immediate Supervisor shall submit a written answer to the grievant(s) within five (5) days after the conclusion of the meeting stated above. The written answer shall grant, deny, or offer a portion of the relief requested.

3. Level III - Written- Superintendent

In the event the grievant is not satisfied with the disposition of the grievance at Level II or if no disposition has been made within the required time allowance in Level II, the grievance may (shall, if the grievant wishes to pursue the grievance) be transmitted to the Superintendent or his/her designee. Within ten (10) days after the Superintendent or designee received the written grievance, the Superintendent or designee will conduct a meeting with the grievant(s) or its representative(s) to discuss and make an attempt to resolve the matter. The Superintendent or designee will, within ten (10) days after the conclusion of the meeting, render a written decision thereon.

4. Level IV - Mediation

Within ten (10) days after the Superintendent's decision, the Union shall request that a Mediator be assigned through the Michigan Employment Relations Commission. A mediation meeting shall be set up as soon as possible with all parties concerned. With the assistance of the State Mediator, the parties shall attempt to reach a mutually satisfactory resolution to the grievance.

5. Level V - Arbitration

In the event the grievant(s) is/are not satisfied with the disposition of the grievance at Level IV and within ten (10) days from receiving the written answer from Level IV, the grievant(s), with approval from the Union, may request arbitration. Only a dispute concerning discharge or suspension without pay for more than five (5) days may be submitted to an arbitrator.

- a. The Arbitrator will be selected from a list of arbitrators provided by the Michigan Employment Relations Commission. All arbitration hearings will be held at the District.
- b. The Union and the Board will share the arbitrator's fee equally.

- c. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Any monetary awards of the arbitrator shall be limited to the actual losses of wages and fringe benefits subject to this contract claimed by the grievant(s), and no awards for punitive damages shall be prescribed. Both parties agree to be bound by the award of the arbitrator, and agree that judgment thereon may be entered in any court of competent jurisdiction.

Arbitration awards or grievance settlements will not be retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than the beginning of the school year in which the grievance was filed.

- d. At arbitration, the board and grievant may not raise any new allegations or rely on any evidence not previously disclosed in the grievance process.
- e. The Arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject.
- f. The Arbitrator's decision shall conform with the Michigan Uniform Arbitration Act, MCL 691.1681, *et seq.*
- g. Notwithstanding any other provisions in this Agreement, the Board shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The Board, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the grievance's expiration.

D. Additional Conditions

1. Time limits, as expressed in the levels stated above, may, by mutual written agreement between the grievant(s) and the Immediate Supervisor or Superintendent or designee, be extended. The request for a time extension must be made within the prescribed time limits found in the applicable level stated above.
2. Any grievance begun while this Agreement was in effect, including a mutually agreed upon extension of the Agreement which was placed in writing, may be processed through the procedure stated above. No grievance shall be filed for any cause that occurred prior to the effective date of this Agreement or after the termination date of this Agreement except for the articles and sections, if any, which were mutually agreed to be extended and only up to their termination date.
3. Any grievance which is not appealed to the next higher step of the procedure within the time limit specified, will be considered settled on the basis of the decision rendered at the last level utilized.

ARTICLE VI LAYOFFS AND RECALLS

A. Layoff

When the Board determines that a layoff is necessary, those employees with the least seniority shall be laid off first provided the higher seniority employees are qualified¹ to perform the work. For purposes of layoff only, Food Service paraprofessionals shall be considered a separate classification from all other paraprofessionals. That is, if the Board determines that a layoff is necessary among the Food Service paraprofessionals, the least senior Food Service paraprofessional shall be laid off first, and shall not be allowed to "bump" into a non-Food Service position, and if the Board determines that a layoff is necessary among the non-Food Service paraprofessionals, the least senior non-Food Service paraprofessional shall be laid off first, and shall not be allowed to "bump" into a Food Service position.

Notice of possible layoff will be given to employees as early as possible. During the school year notice will be given two (2) weeks before a layoff occurs. During the summer, every attempt will be made to notify employees no later than the July School Board meeting.

B. Recall

In cases of recall, the employees shall be recalled in the reverse order of which they were laid off provided those being recalled are *qualified to perform the work within that classification.

C. Recall Notification

Notice of recall shall be sent by certified mail to the employee's last known mailing and e-mail address. Recalled employees must report to work within ten (10) calendar days of the date the notice was sent or they shall be considered a voluntary quit.

D. Lay Off List

Laid off employees shall remain on the recall list for twenty-four (24) months from the date they were laid off, or for a period equal to their total months of employment, whichever is less.

¹ Qualified means: As determined by the Board.

ARTICLE VII VACANCIES, JOB OPENINGS AND TRANSFERS

A. Definitions

A vacancy shall be defined as an unfilled position that the Board intends to fill. Temporary vacancies of twelve (12) weeks or less shall not be considered a vacancy, as defined by this Article, and shall not be subject to the conditions set forth.

B. Vacancies

When a vacancy exists among positions represented by the Union, the Board shall publicize the same by giving written notice of such vacancy to the president of the Union and provide the appropriate position on the bulletin board in each building for a period of seven (7) scheduled paraprofessional working days and will not be permanently filled until the expiration thereof. A copy of the posting will be emailed to Office Paraprofessionals in all buildings. Said posting shall contain:

1. Type of work
2. Location of first day of work
3. Anticipated starting date
4. Rate of pay
5. Anticipated hours to be worked
6. Classification
7. Qualifications Required

C. Bid Slip

Anyone desiring to fill such vacancy must turn in to the Superintendent a bid slip within the specified posting time limits.

D. Applicants

Vacancies shall be filled with the most qualified² applicant. In the event two or more applicants are equally qualified and the applicants are currently employed in positions represented by the Union, the Board will select the applicant with the greatest seniority as defined in Article N. Likewise, if two applicants, one who is

² Qualified means: As determined by the Board.

not employed by the Board in a position represented by the Union and one who is employed by the Board in a position represented by the Union, are determined to be equally qualified, the applicant who is employed in the position represented by the Union will be given the position.

E. Trial Period

The successful applicant will be given up to thirty (30) days to prove he/she is able to satisfactorily perform the work. Written evaluation will be made before thirty (30) days with a plan of improvement for problem areas. The District will work to develop an evaluation instrument and procedure. Should an employee be unable to perform satisfactorily, he/she will be returned to their former classification without loss of seniority, or in the case of a new employee, be discharged.

F. Involuntary Transfers

The Board shall have the right to temporarily transfer employees for up to sixty (60) workdays. After such period, the employee shall have the right to return to their position. In the event that the Board determines that a permanent transfer is necessary, the Board shall attempt to make the transfer utilizing employees voluntarily willing to transfer. In the event that no employee is willing to voluntarily transfer, the Board shall have the right to involuntarily transfer an employee to cover the need. In determining which employee is to be transferred, the Board shall endeavor to transfer the least senior employee in the affected classification, if possible.

ARTICLE VIII LEAVES OF ABSENCES

A. Sick Leave Days

At the beginning of each school year, paraprofessionals will be credited ten (10) days of sick leave time, one (1) day per month worked, cumulative to a maximum of 90 days. For bookkeeping purposes, these days are credited in advance, however they must be earned prior to being used.

1. Sick Leave Uses

Employees may use available leave time as necessary for Doctor's appointments, to recover from a personal illness, injury, disability, or care of family members. Family illness shall be limited to ten (10) days per year.

Employees with children/grandchildren enrolled in the District may use up to two (2) of their allowed sick days for personal business pertaining to their children/grandchildren who attend Bangor Public Schools (school programs, field trips, college visitations). Such days shall not count as a use of a sick day for the attendance bonus program (Article XI, Section G.)

- a. After three (3) consecutive sick days, management reserves the right to require a doctor's slip to return to work.
- b. Employees will not normally be allowed to use a paid sick day either the day prior to a holiday or the day after a holiday. Any deviation from this policy must be approved by the Superintendent or designee.

2. Personal Business

Two (2) days per year, may be used for personal business that the employee cannot conduct at any time outside working hours. Unused personal days will be transferred to the paraprofessional's accumulated sick days at the end of each fiscal year. Use of a personal day is subject to the following rules:

- a. An employee must notify his/her immediate supervisor at least three (3) days in advance of his/her intent to use a personal day, except in case of an emergency. The Supervisor will give the employee his/her response as soon as practicable, normally within two (2) working days from the date the employee submits the request.
- b. A personal business day may not be used to lengthen a holiday or vacation period, unless provided written approval is received from the Superintendent.

- c. Except in the event of an emergency, no more than one (1) paraprofessional per building will be allowed to take a personal business day on any one workday.

3. Unused Sick Leave Payment

Employees with at least 10 years of service shall be paid \$20.00 per day for each day accumulated up to 90 days, provided the employee's accumulation is at least 45 days at the time they leave employment with the District.

4. School Closings

Employees shall not be charged for use of a sick day or personal business day on days that school is closed due to inclement weather, school threats, Acts of God or other conditions not within the control of school authorities. Employees recognize that the Board must comply with state law.

B. Bereavement Leave

In the event there is a death of a listed relative of an employee or his/her current spouse, such employee shall be allowed up to three (3) days (not deducted from accumulated sick leave), bereavement pay and up to five (5) days for the death of spouse or child. The employer shall pay the first three (3) days for a listed relative, and the first five days for spouse or child. Listed relatives are: grandparents; grandchildren; parents; brother; and sister. For nieces, nephews, aunts, uncles, cousins, and brothers-in-law and sisters-in-law not covered above, the employee may use one (1) bereavement day.

C. Use of Leave Time pursuant to this Article is subject to the following rules:

1. Employees must specify the reason for which they are requesting the use of leave time; in case of personal illness, requests should be made as far in advance as possible, but in no event later than one (1) hour prior to their scheduled starting time, providing someone is available to receive notice; in cases of illness or death in the immediate family, request must be made, except in emergency situations, twenty-four (24) hours or one (1) workday, whichever is greater, prior to commencement of the required leave. Requests must be made to the employee's direct supervisor.
2. Abuse of leave days (i.e., absence for other than a legitimate purpose as defined by this Article) is cause for discipline up to and including discharge.

D. Notification

The Board agrees to inform each employee at least once a year of the total number of sick leave days they have accumulated.

E. Jury Duty

Paid leave shall be granted to an employee who is required to serve on a jury providing any pay, less expense for travel allowance, said employee receives for such service is tendered to the District. Further, if the employee is not selected to serve on a jury and is relieved of such obligation, the employee shall immediately report for work. Employees may be so assigned to appear upon being subpoenaed to testify as a court witness in a school related matter. Any witness fees, in such event, would be tendered to the District. If the employee is released early, the employee shall contact the supervisor to determine whether the employee should return to work.

F. Returning from Leave

An employee returning from a leave will be returned to his/her previously held position or a substantially equivalent position for which he/she is qualified, providing he/she may only displace an employee with less seniority than himself/herself. If there are no employees that he/she is qualified to replace with lower seniority than the returning employee, he/she shall be placed on layoff.

G. Voluntary Quit

Any employee who fails to return from a leave of absence on the specific date shall be considered a voluntary quit and shall lose all rights to employment in the District.

H. Unpaid Leave

Employees who have at least three (3) years experience with the District may make a written application to the Superintendent for an extended unpaid leave of absence, not to exceed one (1) year. Unpaid leave also means that all other benefits cease. However, the employee may continue health insurance coverage, provided he/she pay the required premium each month in advance. Unpaid leave of absence may be granted for extended illness of the employee, or member of the employee's immediate family. Such leave may also be granted for military "duration of duty", educational, governmental and/or professional service. Application for such leaves shall set forth the following minimal information:

1. Name, date, applicant's signature.

2. Nature of request.
3. Reason for the request and any additional data or documentation the employee feels will bear on the merits of the requested leave of absence.
4. Dates applicant desires to commence and terminate leave of absence.

If an employee has exhausted all sick and personal days, and needs to be absent on a one-day need basis, unpaid leave may only be granted with approval from an immediate supervisor.

I. Family Medical Leave

Under the Family and Medical Leave Act, an employee is eligible if they worked 1,250 hours of service in the 12 months preceding the start of the FMLA leave. Paid Leave if qualified shall be concurrent with FMLA. The Board shall employ the "rolling method" in calculating an employee's FMLA leave entitlement. The employee shall be responsible for his/her portion of insurance premium if an employee fails to return from FMLA on his/her own volition. The employee shall reimburse the district the cost of premium paid.

J. Union Leave

The Board agrees to grant up to forty (40) hours of Union leave per year. All such hours shall be without pay. Not more than two (2) employees may be granted Union leave at one time. The leave may be used for attendance at conventions, workshops, schools, and other similar activities related to the representation of the employees covered by this Agreement. A request for Union leave shall be made in writing not less than two (2) working days prior to the leave. The union shall reimburse the district on a current basis those sums paid to the Office of Retirement Services for Union release time.

ARTICLE IX HOLIDAYS

A. The Holidays

Each employee, who is not on probationary status, will be paid for his/her normal workday at his/her regular rate of pay for the following holidays:

1. Thanksgiving Day
2. Christmas Eve
3. Christmas Day
4. New Year's Day
5. Good Friday (if school is not in session)
6. Memorial Day
7. New Year's Eve

B. Eligibility

To be eligible for holiday pay, the employee must have worked his/her last regularly scheduled day before the holiday and the first regularly scheduled day after the holiday.

ARTICLE X MISCELLANEOUS

A. Act of God Days

Employees are not required by the Board to work on days when school is closed due to Acts of God. On days closed for Acts of God and counted for purposes of state aid, regular employees will receive their compensation for the allotted state aid days. Pay for Act of God days shall only be made if the employee is otherwise scheduled to work that day.

B. Assignment

Each employee will be notified, in writing, prior to the school year of his/her assignment, duties, work hours, and the identity of his/her immediate supervisor. In the event of an assignment change during the school year, the employee will be notified orally and in writing as soon as possible.

C. Mileage

In the event an employee is requested by his/her supervisor to use a personal automobile or truck for conducting Board business and he/she agrees to use his/her personal automobile or truck, he/she will be paid at the current mileage rate set by the Board. A person traveling to any building or place while reporting to a regular assignment within the District shall not be considered Board business.

D. Injuries

An employee who is injured while on the job assignment must report promptly to the employee's immediate supervisor or office. At that time, an accident report must be completed (form filled out) and signed. In the event the injury is major³ and the employee cannot accomplish this requirement, it shall be completed as soon as possible.

E. Working Hours

Each employee shall be allowed one (1) unpaid lunch period of thirty (30) minutes each day.

³ "Major" means the employee cannot perform the essential functions of the job and could be a trauma that results in a prolonged disability.

F. Food Service Extra Assignments

Each bargaining unit food service employee who has finished his/her probationary period and is qualified to satisfactorily perform the work required, when requested by the Board, shall be offered special assignment (banquets, fund raisers, etc.) on a rotation basis. It is understood that, for purposes of fairly allocating such available work only, a refusal to accept such assignment when offered shall be considered as if the employee accepted the same. Assignments shall begin with the employee with the most seniority.

Any employee who is not interested in receiving an extra assignment may sign an annual waiver and therefore will not be requested to work a special assignment.

G. Attendance Incentive

If an employee does not use any sick, personal, or unpaid time during each half of the year, the employee will be compensated at the following rates:

Beginning of the school year through the end of the first semester: \$100.00

Beginning of the second semester through the end of the school year: \$100.00

H. Labor Management Committee

The parties agree to establish a Labor/Management Committee in an effort to review our overall relationship as it relates to issues that hinder the collective process of the Bangor School District. There will be two (2) meeting each school year, one per semester. The parties mutually agree to set dates for these meetings and to establish an agenda for these meetings.

ARTICLE XI INSURANCE

A. Eligibility

To be eligible for the insurance benefits stated below, the employee must be employed and work for the Board on average at least thirty (30) hours per week. Eligible employees will be offered health insurance after they completed ninety (90) calendar days with the Board. If an employee averages less than thirty (30) hours per week, then they are not eligible for medical insurance.

B. The Benefits

1. Any premium cost, for benefits selected by the employee, which are beyond the health medical, the employee will pay via payroll deductions.
2. The employees have the option to choose between one of four plans from MESSA under the Van Buren Consortium.

C. Method of Payment

1. Effective January 1, 2018 through December 31, 2018, the District will pay an amount not to exceed \$528.73 per month for health plan medical benefit costs. Effective January 1, 2019, the District's contribution for health plan medical costs will increase to the single subscriber hard cap amount designated by the State Treasurer in September 2018.

Effective with the commencement of the medical benefit plan coverage year starting on January 2, 2020, the above cap amounts will increase to the hard cap designed by the State Treasurer in compliance with Section 3 of the Publicly Funded Health Insurance Contribution Act.

2. To the extent allowed by law, the health insurance caps shall first be applied to medical premiums, then second to any payments made by the Board, if any, during the "medical benefit plan coverage year" toward Board reimbursement of co-pays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts for healthcare costs, health insurance related taxes or fees, and any other payments required to be accounted for pursuant to The Publicly Funded Health Contribution Act, 2011 PA 152, MCL 15.561, *et seq.* At no time will the District pay more than allowed by Michigan law. The "medical benefit plan coverage year" will be July 1 through June 30.

Consistent with PA 152 of 2011, the “monthly cost” shall include fees, assessments, commissions, and taxes which come from the insurance carrier company agent, Health Insurance Claims Assessment Act, or the Patient Protection Affordable Care Act, and any other costs required to be accounted for pursuant to PA 152 of 2011.

3. **Dual Coverage**

The parties agree to dual coverage in medical insurance is prohibited. Employees who are covered by another employer’s (*i.e.*, spouse’s employer) medical plan shall not be eligible for the Board provided medical coverage.

Bargaining unit members who are discovered to have provided false information shall immediately be removed from the Board’s medical coverage for the remainder the fiscal year.

It shall be the responsibility of the employee to inform the Board within thirty (30) days of any change that may affect his/her insurance status.

D. **Effective Date**

The Board agrees to offer probationary employees medical insurance after ninety (90) calendar days of employment are completed. Each probationary employee who completes his/her probationary period shall have his/her insurance begin the first month following completion of the probationary period.

E. **Rules and Regulations**

The terms of insurance are subject to the rules and regulations of the underwriter.

**ARTICLE XII
WAGES**

RATES PER HOUR

Step	2018-2019		2019-2020		2020-2021	
	Food Service & Non HQ	HQ Classroom & Office	Food Service & Non HQ	HQ Classroom & Office	Food Service & Non HQ	HQ Classroom & Office
1	\$ 10.35	\$ 10.85*	\$ 10.35	\$ 10.85*	\$ 10.35	\$ 10.85*
2	\$ 10.52	\$ 11.02	\$ 10.52	\$ 11.02	\$ 10.52	\$ 11.02
3	\$ 10.73	\$ 11.23	\$ 10.73	\$ 11.23	\$ 10.73	\$ 11.23
4	\$ 10.95	\$ 11.45	\$ 10.95	\$ 11.45	\$ 10.95	\$ 11.45
5	\$ 11.16	\$ 11.66	\$ 11.16	\$ 11.66	\$ 11.16	\$ 11.66
6	\$ 11.59	\$ 12.09	\$ 11.59	\$ 12.09	\$ 11.59	\$ 12.09
7	\$ 11.95	\$ 12.45	\$ 11.95	\$ 12.45	\$ 11.95	\$ 12.45
8	\$ 12.29	\$ 12.79	\$ 12.29	\$ 12.79	\$ 12.29	\$ 12.79
9	\$ 12.53	\$ 13.03	\$ 12.53	\$ 13.03	\$ 12.53	\$ 13.03
10	\$ 12.79	\$ 13.29	\$ 12.79	\$ 13.29	\$ 12.79	\$ 13.29
11	\$ 12.92	\$ 13.42	\$ 12.92	\$ 13.42	\$ 12.92	\$ 13.42
15	\$ 13.19	\$ 13.69	\$ 13.26	\$ 13.76	\$ 13.33	\$ 13.83
20	\$ 13.46	\$ 13.96	\$ 13.53	\$ 14.03	\$ 13.60	\$ 14.10
25	\$ 13.74	\$ 14.24	\$ 13.81	\$ 14.31	\$ 13.88	\$ 14.38

*typo error on original submitted, updated 11/7/2018

1. Step increases shall be applied at the beginning of each school year.
2. If a person is assigned to a position that requires certification and that person has the required certification, he/she will be paid an additional \$0.50 per hour (HQ Classroom & Office).
3. Kitchen leaders will be paid an additional \$0.35 per hour.
4. New hires may be placed on any step on the wage scale provided he/she has related experience and/or certification for such position.

ARTICLE XIII CONTINUITY OF OPERATIONS

- A. The Union agrees that it will not instigate, call, maintain, condone, or support in any matter a strike, slowdown, or other stoppage of work.
- B. In the event of any action in violation of the foregoing, the Union and its officers shall in good faith take the following action when notified by the Board of the occurrence of the violation:
 - 1. Promptly, no later than within twenty-four (24) hours, issue to the Board a signed statement to the effect that the work interruption is unauthorized by the Union.
 - 2. Within twenty-four (24) hours instruct all of the Union members to return to work at once.
 - 3. Refrain from giving any aid, encouragement, or support of any sort whatever to Union members to who are violating the provision of this Article.
- C. The Union will not directly or indirectly take reprisals against an employee(s) who continues, or attempts to continue, his/her duties, or who refuses to participate in anyof the activities prohibited by this Article.
- D. The Board will have the right to all remedies available at law for violation of this Article, including fines, discharge, and/or injunctive relief and/or damages against any person, group or organization violating this Article.
- E. An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.451, *et seq.*, may reject, modify, or terminate this Agreement as provided in the Act.

**ARTICLE XIV
EXTENT OF THIS AGREEMENT**

A. Obligation

This Agreement shall constitute a binding obligation of the Union and the Board for the duration of this Agreement.

B. Mutual Consent

This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the Board and the Union. Such, if any, modifications changes, additions, or deletions shall be in writing and signed by the Board and the Union as an amendment to this Agreement.

C. Contrary to Law

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE XV
DURATION

A. Effective Date July 1, 2018

B. Termination Date June 30, 2021

Bangor Board of Education

SEIU 517M

By: *Quinn Trent*

By: *Andy Johnson*

By: *Sarah Young*

By: *Stephen E. Flute*

Date: 7-19-18

Date: 7-23-18