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AGREEMENT

*Between the Bay-Arenac ISD Board of Education and
the Local 4580 of the American Federation of Teachers
July 1, 2022 through June 30, 2025*

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AGREEMENT

This Agreement is entered into this 1st day of July, 2022 by and between the Bay-Arenac ISD Board of Education of Bay and Arenac Counties, Bay City, Michigan, hereinafter called the "Employer", and Local 4580 of the American Federation of Teachers, Michigan hereinafter called the "Association."

ARTICLE I RECOGNITION

AGREEMENT BETWEEN THE ASSOCIATION AND THE BAY-ARENAC ISD BOARD OF EDUCATION

The Employer hereby recognizes the Association as the exclusive and sole bargaining representative, as defined in Section II of Act 379 Public Acts of 1965, for all Career Center professional personnel employed under a teaching contract, and during the term of this contract, hereinafter called "Employees."

ARTICLE II RIGHTS OF THE ASSOCIATION

The Association, on its own behalf, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by General School Laws of the State of Michigan, the Constitution of the State of Michigan and/or the United States.

Any individual instructor contract with a member of the Association will be made expressly subject to the terms of this agreement.

Upon obtaining the approval of the Superintendent or his/her designee in advance, the Association will have permission to use office facilities and equipment without charge when such equipment is not otherwise in use, and when such use is for Association business.

Any damage to equipment while being used will be paid for by the Association. Copies of the Agreement will be duplicated, at the expense of the District. It will be the responsibility of the Association to see that its members each receive a copy of the Agreement.

ARTICLE III MANAGEMENT RIGHTS CLAUSE

- A. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the District shall continue to vest exclusively in and be exercised exclusively by the District. 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.
 2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.

3. Direct the working forces, including the right to hire, assign, promote, evaluate, discipline, transfer and determine the size of the workforce.
 4. Determine the programs, curriculum, services, supplies, and equipment necessary to continue its operation, and to establish standards for their use and operation.
 5. Adopt reasonable rules and regulations pertaining to the operation and administration of the school system and to define the descriptions and requirements of all jobs.
 6. Determine the qualifications of employees, including the essential job functions of employees.
 7. Determine overall goals and objectives as well as all policies affecting the educational programs.
 8. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
 9. Determine the size of the management organization, its functions, authority, amount of supervision, and table organization.
 10. Determine all financial policies, including all accounting procedures, and all matters pertaining to public relations.
 11. Determine class scheduling, as well as the duties and responsibilities of the teaching staff and other employees with respect to such scheduling.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- C. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restricting of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the District in the past.

ARTICLE IV PAYROLL DEDUCTIONS

Upon accepted written authorization, the Employer will make payroll deductions from each paycheck for Savings Bonds, Annuities, and other financial institutions of the employee's choice if the financial institution participates in the Automated Clearing House (ACH) system, and fees as permitted by law.

ARTICLE V INSURANCE

- A. The Employer shall make premium payments on behalf of the employee for group life insurance protection in the amount of \$20,000 with double indemnity rider to all full-time employees. The employee will designate his/her beneficiary.

- B. Health Insurance Medical Coverage and Costs: Full-time employees who work thirty (30) hours each week on a regularly scheduled basis shall be eligible for the fringe benefits provided in this Article.

To the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make payments for health insurance coverage (the "plan") for all eligible Employees (those not taking cash-in-lieu) and their eligible dependents toward the Association's preferred insurance plan(s) in a combined monthly amount not to exceed the maximum monthly amounts of the State of Michigan determined hard cap paid by the District per eligible Employee for the plan year from January 1 through December 31. The ISD's contribution shall be the hard cap paid on a twelve (12) month basis, as provided in the Publicly Funded Health Insurance Contribution Act, Public Act 152 of 2011 (PA152).

(Collectively the "Monthly Contributions") To be adjusted January 1 of each year of agreement per annual cost limitations.

From the above listed Monthly Contributions, the Board shall deduct in a prorated amount per employee, where applicable, any payments already made, or that will be made, by the Board 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 used for health care costs, health insurance-related taxes or fees, and any portions of cash-in-lieu or stipend payments required to be accounted for pursuant to Public Act 152 of 2011 (collectively the "Supplementary Payments"). If the total value of the Supplementary Payments already made, or that will be made, during the "medical benefit plan coverage year", exceeds the aggregate Monthly Contributions, the Board shall reduce the payments that will be made during the "medical benefit plan coverage year" toward the Supplementary Payments in an amount necessary to avoid exceeding the aggregate Monthly Contributions cap. The Board may use its discretion in determining which future Supplementary payments to reduce, and further, may deduct from employee wages any past Supplementary payments already made which are necessary to comply with Public Act 152 of 2011. The Monthly Contributions in Section B are subject to change pursuant to Public Act 152 of 2011.

- C. The plan shall conform to all requirements of the patient protection and Affordable Care Act (PPACA) and Public Act 152 of 2011 (PA 152): including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board; the Board is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA and PA 152, including to avoid any penalties, taxes, or other liabilities chargeable to the Board.
- D. If the plan involves reimbursement of co-pays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs, health insurance-related taxes or fees, and any portions of cash-in-lieu or stipend payments required to be accounted for pursuant to PA 152, to the extent allowable by law or regulation, the Board shall fund the reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, health insurance-related taxes or fees, and any portions of cash-in-lieu or stipend payments required to be accounted for pursuant to PA 152, first, before paying any health insurance premiums or non-health insurance-related costs (I.E., dental, vision, etc.); but only to the maximums set forth above in subsection B.

- E. Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Employee and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual Employee. To the extent allowable by law or regulation, the Employee may sign an agreement authorizing that any such premium amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the Employee shall present payment directly on the 1st of each month prior to the date at which the payment becomes due. Failure of an Employee to pay their portion of the costs shall alleviate the Board of any duty to pay insurance contributions. The Board shall have the right to make Health Care deduction of any amounts due from the Employee's wages, above the Board's hard cap and shall be held harmless from any liability arising from the deduction.
- F. Employees who have access to another Employee's Board-funded insurance which complies with the PPACA shall not be eligible for Board-provided health insurance. Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's PPACA-compliant insurance, but have dependents of their own. Those individuals may take the Board funded insurance.
- G. Unless otherwise noted within this Agreement, or as required by law or regulation, Employees on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board's portion of insurance contributions for those days.
- H. Employees who are eligible for Board paid insurance contributions under this Article may make a written waiver of that coverage and instead elect to receive cash-in-lieu of health benefits (less applicable taxes). The parties agree that the cash-in-lieu benefit shall be (1/2) one-half of the Board's monthly hard-cap contribution for a single subscriber.
- I. Employees are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Employee must make an application to the life insurance carrier within 31 days of any termination of their employment status.
- J. To the extent permitted by law or regulation, and/or insurer's policies, Board-paid insurance premium contributions shall continue as long as the Employee is in a pay status, but terminate at the end of the month during which the Employee ceases to be in a pay status, except as is otherwise provided herein or by law or regulation. Employees may continue the coverage at their own expense to the extent permitted by law or regulation.
- K. The Board shall not be required to remit premiums for any insurance coverages on behalf of an Employee if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder, or third-party administrator.
- L. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder, or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Employee is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. Failure to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual. The Board, by payment of its share of the insurance premium payments, indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium

amounts required of it (unless the failure to remit contractual premium amounts is pursuant to law, regulation or Public Act 54 of 2011).

- M. Changes in family status shall be reported by the Employee to the Board within thirty (30) days of such change. The Employee shall be responsible for any overpayment of premium made by the Board on his/her behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amounts from future wages.
- N. Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible Employees shall receive insurance as of the 1st day of the 1st full month following their employment. Those employees opting to take cash-in-lieu shall not be eligible for Board paid health insurance contributions, but must participate in all other insurance products chosen by the Association at the Employee's sole expense if full unit participation is required by the insurance carrier. An Employee shall be eligible for Board-paid insurance contributions or cash-in-lieu up to the maximum amounts allowed in this Article if the Employee is employed on a full-time basis as defined by the PPACA (currently, working an average of thirty (30) hours or more per week in the District).
- O. The "Medical benefit plan coverage year" shall run from July 1 to June 30 of each school year. The Board shall be the policyholder.
- P. The health care plan specifications set forth in this Article shall not include coverage for services which the Board is prohibited from funding under Section 166d of the State School Aid Act or its successor provision.
- Q. The Board reserves the right to change the identity of the insurance carrier, underwriter, or third-party administrator for any or all of the coverage after discussions with the Association.
- R. **DENTAL COVERAGE**
The Board shall provide dental benefit for employee, employee's spouse, and dependent children pursuant to Appendix B.
- S. **VISION COVERAGE**
The Board will provide vision care pursuant to Appendix C.
- T. **CONTINUATION OF COVERAGE**
In the event that an employee, absent because of illness, injury, or maternity leave of absence, has exhausted sick leave accrual, any insurance benefits provided by the Employer will continue, for up to thirty (30) calendar days or as required by law.
- U. Coverage will begin on the first day of work of the school year and continue through to the first school day of the next school year.
- V. In the event an employee is dismissed or resigns, the Board paid insurance premium contribution will terminate at the end of the month in which the employee is dismissed or resigns.
- W. In the event an employee dies, the employee's health benefits will continue for enrolled family members for a period of thirty (30) days or a pro-ration of the number of days worked in the school year, whichever is greater.
- X. In the event of a layoff, an employee's life, hospitalization/medical insurance shall be provided to the extent allowed by COBRA. Subject to the limitations of the insurance carrier, employees on layoff may pay the life, hospitalization/medical insurance premiums to the Board prior to the

premium date. The Board shall make premium payments on behalf of the employee and eligible dependents upon the employee's return to work from a layoff for enrollment in insurance plans or programs for which the employee may be eligible under the terms of the collective bargaining agreement. Enrollment or claim decisions are ultimately made by the insurance carrier.

- Y. The Board shall make premium payments on behalf of the employee and his/her dependents toward health care coverage for July and August if the employee has been employed for ten (10) months in the prior fiscal year. Where an employee has been employed by the district for less than 10 months in the prior fiscal year, the Board's premium contribution shall be prorated. Coverage will begin September 1, or at the date of employment.
- Z. An employee shall be reimbursed for any healthcare coverage paid for July and August.

ARTICLE VI PART-TIME EMPLOYEES

A half-time employee who works a minimum of at least 20 hours per week and less than 30 hours per week is eligible to have half benefits of a full-time employee (life insurance, hospitalization, dental, vision, and long-term disability) providing the employee is willing to pay the balance. The half-time employee will receive half the benefits of a full-time employee.

ARTICLE VII WORKING CONDITIONS

- A. The Employer will provide legal counsel and render assistance to an employee in his/her defense in any instance where the employee, while on the job, is complained against, assaulted or sued by reason of his/her actions, provided the employee's actions were not willfully negligent or malicious.
- B. The Employer and the Association recognizes the normal day for Career Center employees to be eight (8) hours from Monday-Thursday and seven (7) hours and forty-five (45) minutes on Friday or the last day of the week, i.e., Thanksgiving break, winter, and spring break, and any other days when the week does not end on Friday. A ratio of at least three (3) minutes of planning time to 16 minutes of teaching time will be assured. This includes a duty-free lunch period. It is recognized that as a part of their workday, each employee is expected to interact with prospective employers and placement personnel. The teaching day is a flexible 8- hour schedule based on the following rules: Employee cannot arrive later than 7:30 am and may not leave prior to 3:00 p.m. The Employee may choose one of the following arrival and dismissal times; 7:00 – 3:00, 7:15 - 3:15, or 7:30 - 3:30. The Employee is allowed to change this selection at the start of each month. Employees may be asked to extend their normal workday for special meetings, employer visitations, parent conferences, etc. One (1) Parent/Teacher conference night and/or one (1) Parent orientation night as part of the school calendar, bargaining unit members shall be granted ½ of a contractual day for each night scheduled. The administration may schedule an Open House. Bargaining unit members shall be granted one (1) contractual day for the second orientation night. The administration shall schedule such days as a part of the bargaining unit members contractual year.

- C. A single shift may be a designated portion of each day or may be alternating normal days throughout the school year, in special program areas.
- D. Seniority is established for the Association member at the date of signing of the first teaching contract in the Bay-Arenac Career Center. The Employer will provide the Association with an up-to-date seniority list no later than October 1 of each school year. Employees shall have until October 15 to file objections to the seniority list. After that time, the list shall be final and conclusive.
- E. All teaching contracts will be issued no later than the first week of the school year.
- F. The Employer will provide adequate facilities and student class loads in keeping with the best educational practices possible.
- G. The Association agrees to work one (1) 4-hour shift on a weekend during the 2022-23 school year to promote the 50th Anniversary of the Bay-Arenac ISD Career Center. The Association will not expect compensation for this time served. The administration will make every effort to build this time into the Career Center calendar.

ARTICLE VIII VACANCIES AND PROMOTIONS

- A. Whenever a vacancy in the bargaining unit occurs, the Employer will publicize the same by posting such a position. The notice will contain a job description and qualifications. Ten calendar days notice will be given before such vacancies will be filled. The administration will publish current vacant positions on the ISD Web Site and at sites where staff is assigned. If a vacancy occurs during the summer, the Association President will be notified of such vacancy by mail
- B. Employees interested in such vacancies, will notify the Superintendent/Designee, in writing.

ARTICLE IX REDUCTION OF PERSONNEL

- A. The Association will be informed, regarding financial matters as they may affect the program at the Bay-Arenac Career Center and their continued employment, as soon as possible.

ARTICLE X SICK LEAVE AND LEAVES OF ABSENCE

A. Sick Leave

Sick leave with pay shall be granted in case of illness to the employee as follows:

1. Twelve (12) sick days per year accumulative to 185 days for all employees. An additional 12 non-accumulative days shall be granted to employees with the 185 maximum.

B. Leaves of Absence

Leaves of absence with pay, not chargeable against sick leave allowance:

1. Up to five (5) days leave will be granted in case of the death of employee's spouse, children and step-children employee's parents, brothers or sisters, grandparents or grandchildren, up to three (3) days leave will be granted in case of the death of the employee's brothers-in-law or sisters-in-law, spouse's parents, grandparents or grandchildren. Funeral leave will be paid for normal working days only. Additional time may be granted at the discretion of the Superintendent or his/her designee.
2. Meetings, school visitations, in-service seminars, and coursework with the approval of the Superintendent or his/her designee.
3. The Superintendent or his/her designee shall determine the justification for leave with pay for any required appearance in a legal proceeding connected with the employee's employment.
4. Time off for conferences in the area of specialty shall be at the discretion of the Superintendent or his/her designee.
5. The Employer grants 3 personal days per year for personal business days. A request for such days must be submitted to and approved by the administration prior to the planned absence. No more than three (3) days can be taken consecutively. The days cannot be taken the first workday or the last workday of the school year. Denial of personal day requests shall not be for reasons that are arbitrary and/or capricious. At the end of the school year, any unused personal days will be rolled over into sick days up to a maximum of 185 days.
6. Absence when an employee is called for jury duty.
7. Absence when an employee is called for voluntary military reserve or National Guard duty not to exceed 15 school days per year, or as required by law.
8. Any employee who is off work for jury duty or voluntary military reserve or National Guard duty and receiving pay must sign over to the school district any money received for jury duty. The school district, in turn, will authorize a full day's wages for each day of jury duty.
9. Leave of absence with pay, up to two days, may be granted to the Association President or his/her designee to conduct association business with additional days at the discretion of the Superintendent or his/her designee. Requests for leave must be in writing to the Principal at least 48 hours prior to the date of the leave. The building Principal will process the request and notify the Association President within 24 hours of his/her disposition. MCL 38.1371 (6) requires the Association will reimburse the ISD for the cost of a substitute when one is required and the Employee's retirement.

C. Leaves of Absence Without Pay

Leaves of absence without pay, not to exceed one (1) year, will be granted upon application by the employee subject to the following guidelines and with the approval of the administration.

1. Continuing education
2. Updating in specialty area

The Employer may grant leaves for any other purpose they deem necessary. Upon return from such leave, employees will be placed in their previous positions, placed in the same position on the salary schedule as they would have been had they taught in the district

during such period; provided, however, that such employees notify the Employer of their intentions to return not less than ninety (90) calendar days before the outset of the semester immediately following the activity for which the leave was granted.

Any employee who is on leave of absence under this article will be allowed to stay in all group insurance plans, at their own expense, subject to the insurance carrier's permission.

D. Maternity and Adoption Leaves

Maternity leave will be granted upon request. This leave may be taken as follows:

1. Accumulated sick days, and personal days;
2. Leave of absence without pay up to ninety (90) school days to be taken within the school year;
3. Combination of 1 and 2.
4. Upon return from such leave, employees will be placed in their previous positions provided, however, that such employees are capable of performing the duties of their position and such employees notify the Employer of their intentions to return not less than ninety (90) calendar days before the outset of the semester immediately following the activity for which the leave was granted.
5. Leave of absence for the purpose of adopting a child will be granted without pay for up to 90 school days.

E. Family Medical Leave Act (FMLA) Leaves

1. The district agrees to follow provisions of the Family Medical Leave Act of 1993 (FMLA).
2. The twelve-week allowance referred to in the FMLA will be based from July 1st to the following June 30th of each year.
3. As prescribed and required by the FMLA, the district will provide insurance benefits as per Article V of this agreement.
4. If an employee does not return to work after the leave, any co-payment for fringe benefits owed the district shall be deducted from any severance pay to which the employee is entitled, as permitted under the FMLA.
5. Before allowing any leaves for medical purposes under FMLA, the district may require the employee obtain a second and/or third medical opinion or provide any necessary documentation of the need for such leave from a district-appointed physician. Any second or third opinion will be paid for by the district, if not covered by insurance.
6. Any paid leave provided for in the Master Agreement shall count toward the 12-week period provided for in the FMLA. Any paid leave provided for under the Master Agreement must be exhausted before the employee is eligible for an unpaid leave (to a combined maximum of 12 weeks as per FMLA).
7. FMLA leave must be applied for. An approved Department of Labor Application must be completed and approved prior to leave whenever possible.
8. If an employee is absent due to illness or injury compensable under the Michigan Workers' Disability Compensation Act, he/she shall have the option to receive the

difference between his/her regular daily wages and the amount received as workers' compensation benefits, with the differential to be deducted from the employee's accumulated sick leave. (For example, if workers' compensation pays 60%, sick leave will pay 40% of the employee's daily rate and the employee's sick leave accumulation shall be charged .4 of a day for each day so used). In order to exercise this option, the employee shall submit a signed request to that effect to the Board.

ARTICLE XI STAFF MEETINGS

The Administration will call all staff and in-service meetings when necessary. A 24-hour advance notice will be given whenever possible. All employees are to attend meetings when requested. Meetings shall be held within working hours if possible.

ARTICLE XII GRIEVANCE PROCEDURES

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties to the dispute. If an individual teacher has a personal complaint, which he/she desires to discuss with the Director/Principal, Career/Technical Education he/she is free to do so without recourse to the grievance procedure. However, a claim by any teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

A. Definitions

1. A "grievance" is an alleged violation of the interpretation, application, or meaning of express terms of this Agreement.
2. A "grievant" is a bargaining unit member or group of bargaining unit members who have a complaint or grievance. The grievant, in presenting or in processing a grievance, may be accompanied by an Association representative, if so desired.
3. All time limits in the Grievance Procedure shall refer to working days. The terms "working days" shall be defined as Monday through Friday during the school year (except Winter and Spring vacations) and to include days during Winter/Spring vacations and during the summer break period (when pupils are not in session) when the District's central administrative offices are open for business.
4. Grievances which are not initiated or appealed by the grievant or the Association within the time limits specified in this Grievance Procedure shall be considered withdrawn. If the District fails or neglects to answer a grievance within the time limits specified at the various steps of this Grievance Procedure, the grievance may then be processed to the next higher step in the procedure.

Time limits set forth in this Article may be extended by mutual written agreement of the parties.

B. Content of Written Grievances

All grievances presented or appealed under this Agreement:

1. Shall be signed by the grievant(s).
2. Shall contain the date when the alleged violation occurred.
3. Shall contain a complete statement of the facts giving rise to the grievance and cite the section(s) of this Agreement alleged to have been violated.
4. Shall specify the relief or remedy requested.

C. Grievance Procedure

1. Step 1: From the date of the alleged violation of the contract provisions, the grievant must within five (5) working days, discuss the alleged grievance with the Director/Principal, Career/Technical Education in an attempt to resolve the complaint. The Director/Principal shall give a verbal reply to the grievant within three (3) working days from the date the grievance is presented to him/her by the grievant.
2. Step 2: If the Director/Principal's verbal response is not satisfactory, within three (3) working days of the grievant's receipt of the verbal response, the grievant shall reduce the grievance to writing and present the written grievance (Attachment "A") to the Director/Principal. The Director/Principal shall provide his/her written response to the grievant within five (5) working days of the receipt by him/her of the written grievance.
3. Step 3: The grievant shall within five (5) working days of the Director/Principal's Step 2 reply, provided such reply is unsatisfactory, appeal the grievance to the Superintendent (or his/her designee).

If the grievance is appealed to the Superintendent/Designee, he/she shall within ten (10) working days of the receipt of the grievance, hold a meeting with the grievant and designated Association representative(s) to hear the grievance. The Superintendent/Designee shall then render his/her written reply to the grievance within five (5) working days of the conclusion of this meeting.

4. Step 4: If not satisfied with the Superintendent's/Designee's reply to the grievance, the Association shall within ten (10) working days of the receipt of the reply, advise the Superintendent/Designee of its intent to appeal the grievance to the Board of Education.

The Board of Education shall place the matter on its agenda for the next regularly scheduled Board meeting, provided the grievance is received no later than ten (10) working days prior to the scheduled meeting date, and shall notify the grievant and the Association of the scheduled date.

The Board will respond in writing within ten (10) working days following the Board meeting where the grievance is heard and considered.

5. Step 5: Arbitration

Only the Association shall have the right to process or appeal a grievance to Arbitration.

In the event the Association is not satisfied with the disposition of the grievance at Level 4, or if no disposition has been rendered within the timelines for decision at Level 4, the Association may refer the grievance to arbitration by filing a demand for Arbitration with the American Arbitration Association, or a mutually agreed-upon party, within ten (10)

working days of the Level 4 disposition. A copy of such demand will be served to the Superintendent/Designee in the above-referenced 10 working days.

After arbitration has been demanded, the Board and the Association may mutually determine to submit the grievance to mediation through the Michigan Employment Relations Commission or another mutually acceptable forum for alternative dispute resolution. This procedure shall not replace arbitration unless mediation results in a settlement of the dispute, in which the Association will withdraw the demand for arbitration. In the event that the mediation does not result in settlement of the grievance, neither the Board nor the Federation will be allowed to introduce evidence, settlement offers, or other occurrences from the mediation in any subsequent arbitration or other adversarial proceeding between them.

Following written notice of the Association's request for submission to binding arbitration, the Association and a representative of the Board shall attempt to select an arbitrator.

If a mutual agreement on the selection of an arbitrator cannot be reached within ten (10) working days after the date of the request for submission to arbitration, the Association shall file a demand for arbitration with the American Arbitration Association, or a mutually agreed-upon party. This filing must be with the American Arbitration Association, or a mutually agreed-upon party, within twenty (20) working days of the Association's original demand for arbitration, referenced above in Step 5A.

Neither party may raise a new defense or ground during the arbitration proceeding which has not been previously disclosed to the other party. Any evidence not disclosed at the Board Level (Step 4) must be revealed, in writing, to the opposite party not later than ten (10) working days prior to the arbitration proceeding.

D. Powers of the Arbitrator

It shall be the function of the Arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of an alleged violation of the specific Articles and sections of this Agreement.

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. His/her authority shall be limited to deciding whether a specific Article or section of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities, and authority of the parties under the Michigan Revised School Code or any other state or federal laws.
2. He/she shall have no power to rule upon the termination of services of or failure to re-employ any probationary bargaining unit member.
3. He/she shall have no power to change any practice, policy, or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy, rule, or any action taken by the District provided that the same are not in conflict with the express provisions of this Agreement.
4. He/she shall have no power to decide claims for which there is another remedial procedure or forum established by law or by regulation having the force of law.

5. He/she shall have no power to rule upon an employee evaluation, layoff or recall, assignment, nor any claim or complaint which constitutes a prohibited subject of bargaining.
6. In rendering decisions, an Arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.

The Arbitrator shall not usurp the functions of the District or the proper exercise of its judgment and discretion under the law and this Agreement.
7. In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without a decision or recommendation on its merits.
8. The decision and award of the arbitrator will be in accordance with his/her jurisdiction and authority under this Agreement, and shall be accepted as final and binding by the District, the Union, and the employee or employees involved.
9. Where no compensation and/or fringe benefit loss has been caused by the action of the District complained of, the District shall be under no obligation to make monetary adjustments and the Arbitrator shall have no power to order one.
10. In no event shall the District be required to pay back wages more than thirty (30) days prior to the date a written grievance is filed.
 - a. All claims for back wages shall be limited to the amount of wages that the grievant would otherwise have earned or could have reasonably earned less any compensation that he/she may receive from any source during the period of back pay.
 - b. No decision in any case shall require retroactive wage adjustment in any other case.
11. No more than one grievance may be considered by the Arbitrator at the same time except on express written mutual consent of the District and the Association.

E. Costs

1. The fees and expenses of the arbitrator shall be apportioned as follows:
2. If the grievance is fully denied, the Union shall be responsible for the fees and expenses.
3. If the grievance is fully granted, the Board shall be responsible for the fees and expenses.
4. If the grievance is denied in part and granted in part, the arbitrator shall apportion the responsibility for the fees and expenses between the parties on a percentage basis according to the degree to which each party did not prevail in its position.
5. Each party shall assume its own cost for representation including any expense of witnesses.

F. Miscellaneous

1. The filing of a grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities, subject to final determination of the grievance.

2. All preparation, filing, presentation, or consideration of grievances up to the level of arbitration shall be held at times other than when a bargaining unit member(s) or a participating Association representative(s) are to be at their assigned duty stations.
3. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this contract (as defined in the duration clause) and which is initiated prior to the expiration of this Agreement may be processed through the grievance procedure until resolution. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon an alleged grievance occurring prior to the effective date of this Agreement. Further, grievances filed after the expiration of this Agreement shall not be processed under these grievance procedures unless otherwise specifically agreed in writing by both the Board and the Association.
4. Nothing contained in this Agreement shall be construed as limiting the right of any bargaining unit member having a grievance to discuss it and to resolve it with the District, provided that the Association is given an opportunity to be present at the hearings or meetings of such grievance and that the final decision by the District is not inconsistent with the terms of this Agreement.
5. It will be the practice of both parties to process grievance procedures during times which do not interfere with assigned duties, if possible.
6. Upon written request and to the extent required by law, the parties shall make available to one another information necessary to assist in the processing of grievances under this Agreement.

ARTICLE XIII PROFESSIONAL PERSONNEL EVALUATION

- A. Each employee will have the right, upon request, to review the contents of his/her own tenure file.
- B. A copy of the evaluation form and a statement as to how it will be used will be made available to each employee, prior to any evaluation. The following statement will be attached to the employee's evaluation for their signature:
It is understood that my signature attests to the fact that I have seen this document and not necessarily that I agree with its contents.
- C. If the employee wishes to have a statement placed in his/her file after the evaluation the same wording will also apply.
- D. Employees will not be reprimanded nor teaching techniques questioned in front of students.

ARTICLE XIV PROFESSIONAL COMPENSATION

- A. The basic salaries of employees covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated period. Step advancement will take place at the beginning of the 2022-2023 school year, the beginning of the 2023-2024, and the beginning of the 2024-2025 school year with a wage reopener in the 2024-2025 school year.

- B. Employees who drive their personal automobiles in the course of their work shall be paid at the maximum current rate established by the Employer, for approved mileage as shown on a mileage report.
- C. Any reimbursement for instructional responsibilities beyond the regular school day will be a daily hourly rate derived by dividing the regular annual salary by 1295.
 - 1. Teachers that serve as Student Club Advisors shall receive \$35 * 8 hours per day, for instructional responsibilities during all days beyond the regular 185-day school calendar. This stipend is only available for service at a regional, state, or national competition/convention and must involve the chaperoning of students. In addition, the event must be regulated by the student club organization and not created by the employee.
 - 2. Teachers that serve as Student Club Advisors after school hours during the regular 185-day school calendar shall receive \$35 per hour up to a maximum of 4 hours. This stipend is only available for service at a regional, state, or national competition/convention and must involve the chaperoning of students. In addition, the event must be regulated by the student club organization and not created by the employee.
- D. Each bargaining unit member is required to hold and is responsible for maintaining all certificates, endorsements, and approvals required by law, by the Michigan Department of Education, and by the Employer to serve in the position assigned. It is the bargaining unit member's responsibility to file such certificates, endorsements, or approvals with the Employer. The certification status of a teacher on file with the Employer shall be considered conclusive for all purposes under this agreement. The bargaining unit member shall provide written notice to the Employer and to the Association of any change to his/her certificates, endorsements, or approvals after the original filing of same with the Employer.
- E. The Superintendent or his/her Designee shall at his/her discretion place new employees on the salary schedule.
- F. At the time an employee earns a degree or earns sufficient semester hours to move from one salary schedule to another and notice to that effect from the college or university is received, credit on the salary schedule shall become effective on the first pay period following submission of evidence by the employee of successful completion of required academic or professional courses to the Superintendent/ Designee.
- G. Bargaining unit members who begin their 10th year of employment with the District shall receive a longevity payment of \$1000. Upon their 15th year, they shall receive a payment of \$1500, and upon their 20th year shall receive a payment of \$2000.

ARTICLE XV CALENDAR

Employees under a teaching contract will serve no more than 185 days. In the event that the calendar is adjusted, the parties will meet per Article XXII, Letter C.

When the calendar has been established by the operating district, after consultation with the constituent districts, it will be given to the Association.

One in-service day will be used by the employees to prepare for the opening of school at the Bay-Arenac Career Center. Remaining in-service days may be used to include professional development, visits to other schools, colleges, places of business or compute grades as approved by the Administration. Efforts will be made to involve the employees in planning in-service days.

ARTICLE XVI CLOSING OF SCHOOL

When conditions not within the control of the Superintendent or his/her designee causes the Superintendent/Designee to completely or partially close district facilities, bargaining unit employees shall be notified of closure and whether they shall report. Employees who are not to report shall receive their regular pay on their normal pay dates as an advanced payment for services that may be performed on the rescheduled days/hours if those days are rescheduled. When a day(s) has been prescheduled for sick or personal time and the worksite is closed, the day(s) will be reinstated.

ARTICLE XVII EMPLOYEES' TRAVEL POLICY

Employees will be permitted to attend special skills-building trade schools, seminars, etc., within the following guidelines.

Travel expense forms with receipts for meals, lodging, and any other expenses must be turned in to the Bay-Arenac Career Center office for reimbursement.

The following amounts will be reimbursed for Employees who attend conferences. Expenses beyond this limit must be approved by administration prior to attendance.

1. Registration – All conference registration fees will be paid in full.
2. Transportation – All mileage will be paid at the current IRS rate. If two (2) or more Employees attend the same conference, mileage will be shared if more than one (1) vehicle is used. If an Employee attends an out-of-state conference, transportation costs will be paid per Board policy.
3. Meals – Per Diem rates may be adjusted to reflect IRS regional rates. Alcohol will not be reimbursed.
4. Lodging – Actual expenditures for a standard single room, with receipts, per Board policy, excluding gratuities, room service, and personal expenses.

ARTICLE XVIII NEGOTIATION PROCEDURES

- A. During the month of March of the year the contract expires, the parties will initiate negotiation for the purpose of entering into an Agreement for the ensuing period.

- B. Should the negotiating teams arrive at a mutually acceptable Agreement, then the Agreement will be subject to ratification by the Employer and the Association.
- C. Neither party in any negotiation will have any control over the selection of the negotiating or bargaining representatives of the other party. Both parties agree to submit the final agreement for ratification to their appropriate governing bodies on the earliest convenient date. After ratification by both parties, their representatives will attach their signature to the ratified Agreement, as soon as possible.
- D. If the negotiations have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 will be followed.
- E. Despite reference herein to the Employer and the Association as such, each reserves the right to act hereunder by committee or individual member of designated representative.
- F. There will be at least two signed copies for purposes of record. One retained by the Employer, and one by the Association.

ARTICLE XIX TERMINATION PAY

Upon retirement under the Michigan Public School Employees Retirement System, or termination of employment, except for disciplinary reasons, an employee with one (1) to ten (10) years of employment with Bay-Arenac Career Center will receive \$10 per day for all unused sick days; employees with eleven (11) to fifteen (15) years of employment with Bay-Arenac Career Center will receive \$20 per day for all unused sick days and an employee with sixteen (16) to twenty-five (25) years of employment with Bay-Arenac Career Center will receive forty dollars (\$40) per day for up to a maximum of 150 days. An employee with twenty-five (25) or more years with Bay-Arenac Career Center will receive forty-five dollars (\$45) for a maximum of 150 days. Any employee that notifies the board of their intent to retire or termination of employment at the conclusion of the school year, except for disciplinary reasons, by December 31st of that school year will receive \$100 per day for a maximum of 185 days.

ARTICLE XX MISCELLANEOUS

- A. The Board and the Association agree that student clubs are an integral part of the student experience in career and technical education. Student clubs are co-curricular activities where students and staff focus on application of skills taught, as well as interpersonal growth that prepares students for the future. To this end, the Board will provide funds sufficient to support student club activities, and during the normal instruction day, teachers will provide support through curriculum, guidance, and involvement to assure student success.
- B. Repair or maintenance of machines, apparatus, and equipment beyond that of a minor nature, will not be the responsibility of the employee within whose assignment the apparatus is used. The Employer agrees to maintain such apparatus in a usable condition.

ARTICLE XXI CONDITIONS OF AGREEMENT

- A. There are no understandings or agreement or past practices which are binding on either the Employer or the Association other than the written agreements contained in this contract. No further agreements shall be binding on either the Employer or the Association until the same have been put in writing and signed by both the Employer and the Association either as an amendment to this Agreement or as a letter of agreement approved and executed by both parties. It is the intent of the Employer and the Association that the provisions of this Agreement supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the source of any and all rights and claims which may be asserted under this Agreement.
- B. During the term of this Agreement neither the Employer or the Association will be required to negotiate with respect to any matter referred to or covered by this Agreement and also with respect to any subject matter which was negotiated or raised in the bargaining leading to the formation of this Agreement but upon which no agreement was reached when the parties ratified and signed this Agreement.

ARTICLE XXII DURATION OF AGREEMENT

- A. This agreement shall be effective as of the date of approval by both parties, and shall expire on June 30, 2025. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. This contract may be opened at any time, but only by mutual written agreement.
- C. The Bay-Arenac ISD Board of Education and the Association recognize that Vocational/Technical Education nationally and within the state is undergoing changes in the delivery system, course offerings, and curriculum.

In this time of change, it is mutually beneficial to both parties to meet and discuss possible changes and alternatives in programming at the Career Center before such changes occur. Staff input and suggestions which could help this process will be considered.

The union recognizes that State law requires that the following provision be included in this collective bargaining agreement.

- D. Pursuant to the requirements contained within MCL 423.215 and Public Act 436 of 2012, if an emergency manager is appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012, the emergency manager may reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012.

ARTICLE XXIII
PROFESSIONAL DEVELOPMENT

- A. The Board and the Association recognize the importance of skill and knowledge growth to employees' performance and effectiveness. Effective July 1, 2022, the Board shall reimburse, for education course work, the amount described in A.1.
 - 1. Education coursework from an accredited educational institution, relevant to their current position to a maximum of the amount determined of \$1,200. Coursework must be pre-approved by the Superintendent/Designee in advance of enrollment if reimbursement is requested. Individuals who have had the degree or certification program approved need not have individual classes approved. The employee will be reimbursed upon receipt of successful completion of the course with a grade report indicating a grade of "B" or better.
 - 2. A salary stipend of not more than one hundred fifty dollars (\$150) per day for attendance at service schools and seminars held on non-work days. All service schools and seminars must be pre-approved, must be directly related to the employee's specialty area, and must serve to upgrade the employee's teaching skills. The stipend will be paid in the next pay period after submission of a timesheet reflecting the number of hours/days attended.
- B. Each teacher shall be provided with professional development as required by all applicable and current laws.

Agreement
2022-2025

LOCAL 4580 OF THE AMERICAN FEDERATION OF TEACHERS

Jimmy D Levitt

Yves Hoffmar

Francis Spiller

Larry Bowker Eric A. B.

BAY-ARENAC ISD BOARD OF EDUCATION

Richard J. ...

Douglas J. Newman

Richard J. Kowalski

Thomas Baetjer

Annelle Kalayrak

John O'Neill

APPENDIX A SALARIES

BAY-ARENAC ISD CAREER CENTER TEACHERS 2022-2023

Step	ND	ND+60	BA	BA+15	MA	MA+15	MA+30	MA+60/PHD/ EDS/Equivalent
1	43,200	43,497	43,795	46,039	48,284	49,490	50,699	52,759
2	45,746	46,043	46,341	48,685	51,026	52,302	53,576	55,636
3	48,263	48,560	48,857	51,315	53,772	55,116	56,460	58,520
4	50,765	51,061	51,359	53,926	56,493	57,906	59,318	61,378
5	53,633	53,930	54,226	56,924	56,619	61,110	62,600	64,660
6	56,125	56,421	56,717	59,506	62,294	63,852	65,409	67,469
7	58,684	58,981	59,278	62,168	65,059	66,686	68,312	70,372
8	61,236	61,531	61,828	64,823	67,816	69,512	71,208	73,268
9	63,725	64,022	64,317	67,425	70,532	72,296	74,059	76,119
10	65,200	65,497	65,794	69,121	72,445	74,257	76,068	78,128
11	66,773	67,071	67,367	70,957	74,547	76,410	78,278	80,338
12	69,006	69,305	69,604	73,312	77,021	78,946	80,873	82,953
13	72,867	73,183	73,499	77,416	81,333	83,364	85,398	87,543

APPENDIX A SALARIES

BAY-ARENAC ISD CAREER CENTER TEACHERS 2023-2024

Step	ND	ND+60	BA	BA+15	MA	MA+15	MA+30	MA+60/PHD/ EDS/ Equivalent
1	44,496	44,802	45,109	47,420	49,733	50,975	52,220	54,342
2	47,118	47,424	47,731	50,146	52,557	53,871	55,183	57,305
3	49,711	50,017	50,323	52,854	55,385	56,769	58,154	60,276
4	52,288	52,593	52,900	55,544	58,188	59,643	61,098	63,219
5	55,242	55,548	55,853	58,632	61,408	62,943	64,478	66,600
6	57,809	58,114	58,419	61,291	64,163	65,768	67,371	69,493
7	60,445	60,750	61,056	64,033	67,011	68,687	70,361	72,483
8	63,073	63,377	63,683	66,768	69,850	71,597	73,344	75,466
9	65,637	65,943	66,247	69,448	72,648	74,465	76,281	78,403
10	67,156	67,462	67,768	71,195	74,618	76,485	78,350	80,472
11	68,776	69,083	69,388	73,086	76,783	78,702	80,626	82,748
12	71,076	71,384	71,692	75,511	79,332	81,314	83,299	85,442
13	75,053	75,378	75,704	79,738	83,773	85,865	87,960	90,169

APPENDIX B

Dental Benefit Coverage



PO Box 610
Southfield, MI 48037
248-901-3705

Bay Arenac ISD Dental Benefits Plan
AFT Teachers, BAEA, SEA, Special Ed Support, USW

Group #10076

The Plan-at-a-Glance	PPO Networks: ADN Dental Network, DenteMax
Maximum Benefits	
Annual Maximum	\$1000 per eligible individual for covered class I, II and III services.
Lifetime Ortho Maximum	\$1500 per eligible individual for covered class IV services
Class I Preventive Services – 70%	
Increases 10% per calendar year up to 100%	
Routine Oral Examinations	Twice per plan year
Prophylaxis / Periodontal Maintenance (Cleaning)	Twice per plan year
Topical Application of Fluoride	Once per plan year to age 19
Bitewing X-Rays	Twice per plan year
Full-Mouth Series or Panoramic X-Rays	Once per 36 months
All Other X-Rays	
Sealants	Once per 24 months to age 14, 1 st & 2 nd permanent molars only
Space Maintainers	Once per area per lifetime, up to age 19
Class II Restorative Services – 70%	
Composite and Amalgam fillings*	Once per tooth surface per 24 months
Root Canal Therapy	
Periodontal Root Planing	Once per quadrant per 24 months
Periodontal Surgery	Once per quadrant per 36 months
Oral Surgery and Extractions	
General Anesthesia or IV Sedation	With covered Oral Surgery or medically necessary
Occlusal Guards	Once per 24 months (bruxism only)
Denture Repair and Adjustment	
Denture Reline or Rebase	Once per 60 months, per arch
Class III Major Services – 70%	
Inlays, Onlays and Crowns**	Once per permanent tooth per 60 months
Complete and Partial Removable Dentures	Once per arch per 60 months
Fixed Partial Dentures (Bridges)	Once per area per 60 months
Addition of Teeth to Partial Dentures	
Class IV Orthodontic Services – 70%	
Limited and Interceptive Treatment	Removable and Fixed Appliance Therapy, up to age 19
Comprehensive Treatment	Fixed Appliance Therapy, up to age 19
Not Covered	
Implants	TMJ/TMD Treatment Cosmetic Treatment
Deductible – None	
Missing Tooth Clause – None	
12 Month Billing Limitation	
Waiting Periods – None	*Composite restorations not covered for posterior teeth, alternate benefit applies
COB – Standard	**Prosthetics are considered on delivery date

****Note – Quotes of benefits do not constitute a guarantee of payment. Eligibility is determined at time of service. Covered benefits may have limitations or exclusions affecting plan payment. Refer to plan booklet for additional coverage details and limitation. Benefits are payable at the applicable percentage level of the Usual and Customary or PPO Fee Schedule allowed amount for the procedure rendered. Predetermination is strongly encouraged for all non-emergency dental treatment exceeding \$250.00 in charges. The treatment plan should be submitted to ADN prior to beginning any treatment.**

