

**Bedford Public Schools**  
Temperance, Michigan

**Bedford Public Schools**  
**MECHANICS**  
**ASSOCIATION**  
**(BPSMA)**

**MASTER**  
**AGREEMENT**

July 1, 2021  
to  
June 30, 2024<sup>1</sup>

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<sup>1</sup> First Master Agreement with the Bedford Public Schools Mechanics Association (Formerly Teamsters)

# BPSMA 2021-2024

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## **Agreement**

This Agreement made and entered into this first day of July 1, 2021, by and between Bedford Public Schools located at Temperance, Michigan (Employer or District) and the Bedford Public Schools Mechanics Association BPSMA or Association. **(Also known as the “Parties”)**

This Agreement shall not prevent an emergency manager appointed under the local government and school district fiscal accountability act to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act. Furthermore, the act does not confer a right to bargain that would infringe on the exercise of powers under the local government and school district fiscal accountability act. Any provisions required therein are prohibited subjects of bargaining under the act.

**WHEREAS:** Both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the employer and its employees; and of promoting and improving peaceful industrial and economic relations between the parties.

## **Article One (1) – Recognition and Association Membership**

### **Section One (1):**

- A. The employer recognizes and acknowledges that the Association is the exclusive representative in collective bargaining with the employer of those classifications listed in the Agreement and in the wage schedule (Article Twenty-Eight (28) -Wages).
- B. Pursuant to, and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947 known as the Hutchinson Act, as amended, the employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, for the term of this Agreement, of all employees of the employer included in the bargaining units described in Article Twenty-Eight (28) - Wages.

### **Section Two (2):**

- A. Membership in the Association is not compulsory. Regular employees have the right to join, not join, or drop their membership in the Association, as they see fit. Neither party shall exert any pressure on or discriminate against an employee regarding such matters.
- B. Membership in the Association is separate, apart, and distinct from this Agreement. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Association, and this Agreement has been executed by the employer after it has satisfied itself that the Association is the choice of a majority of the employees of the bargaining unit.
- C. If any provision of this Article is invalid under Federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.



**Section Three (3):** The Association will protect and save harmless the Board from any or all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Article.

### **Article Two (2) - Board's Rights**

- A. The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, its operations, and direct the working forces and affairs of the entire school system within the boundaries of the School District of Bedford;
  2. Continue its rights, policies and practices of assignment, and direction of its personnel, determine the number of personnel, and schedule all the foregoing;
  3. Direct the working force, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force, and to lay-off employees;
  4. Determine the services, supplies, equipment necessary to continue its operation, to determine all methods and means of distributing the above, establish standards of operation, the means, methods, and processes of carrying on the work; and
  5. Determine the qualifications of employees.
- B. The listing of specific management rights in this Agreement is not intended to be, nor shall be, restrictive 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 Board in the past.
- C. The Board shall continue to have the exclusive right to establish, modify, or change any conditions except those covered by provisions of the Master Agreement.

### **Article Three (3) - Military Service**

Any employee who is called upon to participate in military service of our country shall, at the time such services have been honorably completed, be returned to his/her position without loss of seniority. Time in service will be counted as accumulated seniority. The employee must report for work within time specified by Federal law after completing service.

An employee called for National Guard duty or training shall be compensated for the difference between his/her regular pay and the gross amount received for the performance of such obligation. The employee shall present a signed statement from his/her Commanding Officer or the officer's designee stating the gross amount paid for his/her service to the Executive Director of Human Resources & Labor Relations. Reimbursement under this paragraph shall be limited to two (2) weeks.

### **Article Four (4) - Jury Duty**

An employee called for jury duty or subpoenaed as a witness to give testimony before any judicial tribunal agree that monies paid to the employee shall be given to the District; the District agrees to pay employee for the day wages. The employee may keep any mileage reimbursement given.

## **Article Five (5) - Health Insurance**

Health care contributions will be pursuant to Section (3) (hard cap) of Public Act 152 of 2011. A pre-tax payroll deduction, as permitted by the IRS, shall be available to employee for this purpose.

Part-time employees who desire insurance coverage shall be responsible for paying the difference in a consistent manner prescribed by the employer.

The **employee** may choose from any one of the below options for insurance coverage.

| <b>Plan Options (4)</b>                   | <b>Deductible</b> | <b>Co-Insurance</b> | <b>Co-Pay</b> | <b>Prescription</b> |
|---|-------------------|---------------------|---------------|---------------------|
| MESSA Choices II – Traditional PPO Plan   | \$500/\$1,000     | 0%                  | \$20          | Saver Rx Program    |
| MESSA Choices II – Traditional PPO Plan   | \$1,000/\$2,000   | 0%                  | \$20          | Saver Rx Program    |
| MESSA ABC Plan 1 – Health Savings Account | \$1,400/\$2,800*  | 0%                  | \$0           | ABC Rx Program      |
| MESSA ABC Plan 3 – Health Savings Account | \$3,500/\$7,000*  | 0%                  | \$0           | ABC Rx Program      |

### **The following benefits are provided in addition to your Medical Insurance:**

- VSP2 Vision Insurance
- Delta Dental of MI (70/70/50/60/\$600: \$1,000)
- \$5,000 Basic-term Life Insurance with Medical
- \$15,000 Negotiated Basic-term Life and AD&D

### **If an employee elects not to take the Medical Benefits – they will receive the following:**

- In Lieu of Medical Insurance Payment of \$175.00 per Month<sup>2</sup>
- VSP3 Vision Insurance
- Delta Dental of MI (100/90/90/90/\$1,500: \$1,000)
- \$20,000 Negotiated Basic-term Life and AD&D

\*The maximum annual deductible and other out of pocket expenses for HDHP's are set by the federal government and are subject to change.

## **Article Six (6) - Worker's Compensation**

The employer agrees to cooperate toward the prompt settlement of employees' on-the-job injury and sickness claims when such claims are due and owing.

All accidents shall be reported to the immediate supervisor (Director of Transportation or HR/LR) as soon as possible. The employer shall pay the difference between the Worker's Compensation payment and the employee's regular salary when the insurance company starts the compensation for a period of three (3) months.

Employees injured on the job and sent home because of injury shall be paid for the remaining unworked hours of that day. Employees understand that they are required to fill out an injury report immediately (or as soon as possible) following any injury at work or during the performance of their job duties.

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<sup>2</sup>No in lieu amount will be paid to the employee if the spouse is also employed by the District and the employee is insured under the spouse's policy.



## **Article Seven (7) - Maintenance of Standards**

The employer agrees that all conditions of employment in his/her individual operation relating to wages, hours, overtime, differentials, and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the employer or the Association in applying the terms and conditions of this Agreement.

The parties agree that Article 7 is intended for only those proper practices and minor benefits not covered by the specific language of this contract. Also, Article 7 is not intended to conflict with the District's ability and responsibility to manage its affairs.

## **Article Eight (8) - Grievance Procedure**

**Section One (1):** It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow-downs, walkouts, or any other cessation of work through the use of any method lockout or legal proceeding.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the employer and the Association.

Should an employee choose to pursue an alleged discrimination case under State and Federal Law, the Association and District mutually agree to hold the grievance pending a ruling on said violation.

**Section Two (2):** Should any grievance, dispute, or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1 By conference between the aggrieved employee, the steward, or both, and the foreman and/or department head. It shall be the responsibility of the aggrieved to reduce any grievance in writing on the regular grievance form provided by the local Association within five (5) working days of the alleged grievance.

Step 2 Before proceeding to Step three (3), a hearing between the Association representative and the Executive Director of Human Resources & Labor Relations and/or the representatives will be held within ten (10) working days and a decision will be rendered in writing seven (7) working days after the meeting.

Step 3 If the Association is not satisfied with the disposition of the grievance by the Executive Director of Human Resources & Labor Relations or if no disposition has been made within seven (7) working days of such meeting, the grievance shall be transmitted to mediation.

- Either party may request the services of a mediator from the Michigan Employment Relations Commission (MERC) within the ten (10) working days of the date an answer was due by the Executive Director of Human Resources & Labor Relations. Mediation shall not exceed twenty (20) working days from the date of the first mediation session.
- Disposition of the grievance in writing by the mediator shall be made no later than seven (7) working days thereafter. If no disposition is made within the seven (7) days, then the

Association has the right to move the grievance to the next level or withdraw it. A copy of such mediation disposition shall be furnished to the Association.

**Step 4** In the event the last step fails to settle the complaint, it shall be referred to arbitration upon the request of either the Association or the employer. The president and/or executive board of the local Association shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Association.

- Either party may demand arbitration. The party first demanding arbitration shall give two (2) days-notice in writing to the other party of its desire to arbitrate. The arbitration board shall consist of three (3) persons, one (1) to be selected by the employer and one (1) to be selected by the Association, and the two (2) selected, if they themselves cannot settle the dispute, shall agree upon a third party whom shall act as chairman of the arbitration board. This board shall be selected within ten (10) days after the request for arbitration is made. If the representatives of the parties cannot settle the dispute and cannot agree upon the selection of the third party within fifteen (15) days of their appointment, the third person shall be designated by the Michigan Employment Relations Commission (MERC), in accordance with its procedures. The decision of the majority of the board shall be considered a decision of the board provided further that all cases submitted to arbitration shall be disposed of within ten (10) days from the date the issues are submitted to said board of arbitration; there shall be no strikes, lockouts, cessations of employment or changes in employment status during the progress of arbitration. Failure to submit to arbitration upon request made as provided in this Article shall result in forfeiture of all rights provided by this Agreement. Arbitration costs shall be shared equally by both parties.
- The arbitration board shall have no power to add to, subtract from, or modify this Agreement, or to declare any provisions of this Agreement illegal.

## **Article Nine (9) - Dismissal, Suspension, and Progressive Disciplinary Procedure**

**Section One (1):** Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee and the Association. The causes, which shall be deemed sufficient for dismissal, suspension, demotion, or disciplinary action shall include but are not limited to the following:

- A. Unauthorized or excessive absence from work,
- B. Commitment or conviction of any felony criminal act,
- C. Conduct unbecoming an employee in public service,
- D. Disorderly or immoral conduct,
- E. Incapacity due to mental or physical disability, as certified by an appropriate medical authority,
- F. Incompetency or inefficiency,
- G. Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicating liquor in any degree whatsoever,
- H. Neglect of duty,
- I. Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment,
- J. Violation of any lawful regulation, Board of Education policy or order made by a supervisor (insubordination),



- K. Willful violation of any provisions of this contract,
- L. Deliberate falsification of records and reports,
- M. Violation of the District's Smoking Policy,
- N. Conviction of a misdemeanor or felony regarding pedophile, or
- O. Violation of State and Federal mandated drug test.

All dismissals and suspensions shall be without pay. No suspension shall be effective for a period of more than ten (10) working days without the prior approval of the Executive Director of Human Resources & Labor Relations.

**Section Two (2):** An employee may be dismissed, suspended, or disciplined, pending investigation and discussion, and if the dismissal, suspension or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay.

**Section Three (3):** If the dismissal or suspension is sustained under the procedures outlined in the Grievance Procedure, the employee shall be deemed dismissed as of the date of dismissal or suspension.

**Section Four (4):** Any suspended employee shall leave the premises and shall remain away until such dismissal or suspension is lifted or cleared. The employee may be directed to turn in all District property to the Director of Transportation or HR/LR.

**Section Five (5):** In any case of dismissal, suspension, or disciplinary action, the employee, (if they so desire) may request an investigation. This request must be written and presented within five (5) working days from the date of dismissal, suspension, or disciplinary action. Appeal from discharge or suspension must be heard within five (5) working days and a decision reached within fifteen (15) working days from the date of discharge or suspension, unless the Parties agree otherwise and in writing. If no decision has been rendered within fifteen (15) working days, the case shall then be taken up as provided for in Article 8 (Grievance Procedure).

**Section Six (6):** An employee's past disciplinary record shall not be used in accessing discipline beyond a period of two and one-half (2.5) years from the date the employee officially received the discipline.

## **Article Ten (10) - General**

**Section One (1):** Visiting Privileges - The employer agrees that it will allow the proper accredited representative of the local Association access to the premises during working hours for the purpose of policing the terms and conditions of this Agreement.

**Section Two (2):** Record Examination - The employer may allow the proper accredited Association representative the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the School Board pertaining to the specific grievance.

**Section Three (3):** Use of Bulletin Board - The employees will be allowed to post notices of meeting and any other notices pertaining to their organization on bulletin boards and these notices shall not be removed except by the representative of the employees. Notices will not be posted on bulletin boards provided for student or teacher information. Any and all scurrilous materials will be removed at the request of the District.



**Section Four (4): Use of Telephone** - The Board of Education does not permit the use of school telephones for personal calls, either local or long distance, except in case of emergency.<sup>3</sup>

**Section Five (5): Personal Attire** - It is agreed by the Board and the Association that all mechanics' personal attire will be appropriate for the academic environment in which they work. For example, mechanics shall not wear attire which promotes the use of alcohol, controlled substances or smoking, or attire which displays profane language or has sexual connotation. In the event that a mechanic reports to work in inappropriate attire (as defined above), as determined by his or her supervisor, that mechanic will be required to return home and change clothes. Such time away from work will be unpaid.

**Section Six (6): Non-Smoking** - Smoking or the chewing of a tobacco product on Bedford Public Schools' property, and/or in Bedford Public Schools' vehicles, on a structure or real estate owned, leased, or otherwise controlled by the Bedford District, shall not be permitted at any time. The District agrees to provide free enrollment in District provided smoking cessation programs for interested bargaining unit employees.

**Section Seven (7): Tool Insurance and Allowance**

Tool Insurance - The District shall provide "personal tool insurance coverage" up to a maximum of twelve thousand dollars (\$12,000) per mechanic subject to current Inland Marine coverage (SET-SEG).

Tool Allowance - After the first six (6) months of employment as a mechanic that employee shall be paid a tool allowance of two-hundred and seventy-five (\$275.00) dollars. However, if the mechanic resigns prior to the completion of one calendar year this allowance will be deducted from their final paycheck. Each mechanic employed for one calendar year and each calendar year<sup>4</sup> of employment thereafter shall be paid a total tool allowance of allowance of five hundred and fifty dollars (\$550). This amount shall be paid through Payroll each July, for the past school year provided the employee does not separate employment prior to June 30th. No prorated amounts will be paid.

**Section Eight (8): Payroll Deduction Programs** - Enrollment in District payroll deduction programs such as 403(b), United Way, approved Teacher's Credit Association, Insurance options, Michigan Public School Employees Retirement System (MPERS), tax-deferred payment program, direct deposit shall be available during open enrollment periods as designated by the District, and in accordance with the established payroll schedule and procedures for the year. Written employee authorization is needed to participate in District approved employee deduction programs.

**Article Eleven (11) - Seniority**

**Section One (1):** Strict seniority shall prevail in the lay-off and rehiring of employees. In reducing the work force because of lack of work, insufficient funds, or other legitimate cause, the last employee hired shall be the first employee laid off provided the employee retained has the ability to perform the required work satisfactorily; and the last employee laid off shall be the first employee rehired.

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<sup>3</sup> District provided cell phone or monthly stipend language removed effective 7/1/21

<sup>4</sup> Year is defined as from July 1<sup>st</sup> – June 30<sup>th</sup>.

**Section Two (2):** The Association may request a copy of the seniority list at any time and the District shall provide one electronically as soon as possible to all employees.

**Section Three (3):** Seniority shall be broken only by discharge, voluntary quit, or lay-off of a period of more than two (2) years. Seniority rights for employees shall prevail at all times except as limited herein.

**Section Four (4):** In the event of lay-off, an employee so laid off shall be given two (2) weeks-notice of recall to work mailed to his/her last known address; and copied to both their District email address and Association leadership's District email. In the event the employee fails to make himself/herself available for work at the end of said two (2) weeks, he/she shall lose all seniority rights under this Agreement.

## **Article Twelve (12) - Paid for Time**

All employees shall be paid for all time spent in the service of the employer. Time will be figured from the time an employee is required to begin his/her work until he/she is released from duty.

## **Article Thirteen (13) - Work Week, Lunch Period, Breaks, Absence from Work**

The workweek for all employees on a full-time basis shall consist of five (5), eight (8) hour day(s), the workweek to start Monday and end Friday except where shift work prevails.

- Lunch Period - Personal schedules allow one-half (1/2) hour for lunch. Employees are not to leave the site to which they are assigned during their lunch period.
- Paid Lunch - Employees are free to leave the premises during their lunch period, provided another mechanic is on duty. In those limited circumstances when the crew is short-handed, the mechanic that remains on duty will receive a paid lunch.
- Break Period - Employees covered by this Agreement are entitled to a fifteen (15) minute break period for each four (4) hours of work. The break period should be taken in the middle of each four (4) hour period; and, personnel will remain on the site to which they are assigned.
- Absence from work during scheduled work hours - Employees covered by this Agreement will remain on the site to which they are assigned during the scheduled working hours except in case of extreme emergency or by prior approval of the Director of Transportation.

## **Article Fourteen (14) - Call-in Time**

**Section One (1):** Any employee called out to work outside his/her regular working hours shall receive a minimum of three (3) hours' compensation.

**Section Two (2):** If during inclement weather or emergencies, a mechanic is transported from his/her residence to the work site, by police/road authorities or by District vehicle, the employee will be paid from the start of his/her shift.

## **Article Fifteen (15) - Pay Days**

Paydays are normally every other Friday while following the District's posted and published payroll schedule. All time must be reported on time sheets and signed by the Director of Transportation. Pay to be based on actual hours worked and to be forwarded to the payroll office on the assigned cut-off date as published and posted by the District's payroll department.



Overtime shall be allowed under emergency conditions and must be approved by the Director of Transportation in advance. Overtime pay shall be based on one and one-half (1 1/2) times the employee's regular rate.

All time worked on emergency basis over eight (8) hours per day or forty (40) hours per week shall be considered as overtime pay. Overtime is to be computed on the basis of the following:

| <b>Time Worked</b>                         | <b>Time Compensated For</b>     |
|--|---------------------------------|
| Zero (0) to Seven (7) Minutes              | No time allowed                 |
| Eight (8) to Fifteen (15) Minutes          | Fifteen (15) Minutes Allowed    |
| Sixteen (16) to Thirty (30) Minutes        | Thirty (30) Minutes Allowed     |
| Thirty-One (31) to Forty-Five (45) Minutes | Forty-Five (45) Minutes Allowed |
| Forty-Six (46) to Sixty (60) Minutes       | Sixty Minutes Allowed           |

### **Article Sixteen (16) - Reporting Time**

Any employee reporting for work at his/her regularly scheduled time and who is sent home through no fault of his/her own, shall be paid for four (4) hours work at the regular rate of pay, but the employee must remain available for work for the four (4) hour period for which he/she is being paid.

### **Article Seventeen (17) - Holidays**

The following named holidays shall be paid for at the rate of one and one-half (1 1/2) times the regular hourly rate of pay in addition to regular pay if the employee works the holiday, provided the qualifications set forth hereinafter are complied with:

|                        |                        |                 |
|------------------------|------------------------|-----------------|
| Labor Day              | Christmas Day          | Presidents' Day |
| Thanksgiving Day       | New Year's Eve         | Good Friday     |
| Day after Thanksgiving | New Year's Day         | Memorial Day    |
| Christmas Eve          | Martin Luther King Day | Fourth of July  |

In order to qualify for eight (8) hours of straight time pay for a holiday not worked, the employee must work the regularly scheduled work day which immediately precedes the holiday or the regularly scheduled work day which immediately follows the holiday, except in cases of proven illness or unless the absence is mutually agreed to. It is further provided that when a holiday falls within the regular workweek, time and one-half (1 1/2) shall begin when such time is allowed by the employee's supervisor.

Employees must be employed by the Board of Education for a period of one (1) month or more to qualify.

In the event the holiday falls within the employee's vacation period, he shall be granted an additional day's vacation with pay.

## **Article Eighteen (18) - Vacation**

Accrual of vacation days<sup>5</sup> shall be as follows:

| <b>Years of Service:</b>                             | <b>Day(s) Per Month:</b>    |
|--|-----------------------------|
| Zero (0) to Six (6) years                            | One (1) day                 |
| Over Six (6) years but less than Fourteen (14) years | One and one-half (1.5) days |
| Over Fourteen (14) years                             | Two (2) days                |

- A. Use of vacation time must be approved in advance by the Director of Transportation<sup>6</sup>
- B. An employee who is in continuous employment for six (6) months shall have all of their employment count toward vacation days. After 6 months of continuous employment the employee shall be granted use of accrued vacation time.
- C. Effective 6/30/21 all employees will cash in their earned but unused vacation days at their 6/30/21 per diem rate of pay to achieve a balance of no more than 10 vacations days, unless otherwise approved by HR/LR. A form will be required to be filled out and signed by the employee and any exceptions will be noted on this form. Payment for these days will be in July 2021.
- D. Effective 6/30/22 and each year thereafter ALL employees may cash in no more than seven (7) earned but unused vacation days at the employee's hourly/daily rate of pay effective on June 30<sup>th</sup>. A form due on or before June 1<sup>st</sup> will be required to be filled out and signed by the employee wishing to pursue this option. This form is to be turned into the Director of Transportation and then forwarded to HR/LR for approval and processing. Payment for these days will be during July, 2022 and each following July.
- E. All employees after ratification and BoE approval of this contract will be limited to carrying over ten (10) vacation days per year unless additional days are recommended by the Director of Transportation and approved by the Executive Director of HR/LR or their designee.
- F. Maximum accrued vacation days shall not exceed thirty-four (34); twenty-eight (28) or twenty-two (22) days depending on years of service as noted above. However, the Director of Transportation with the approval of the Executive Director of HR/LR or their designee may create exceptions on a case-by-case basis and on a non-precedent setting basis.
- G. Any employee who dies prior to leaving employment will have their entire earned but unused vacation balance paid to their estate.
- H. Vacation day(s) must be requested and approved no less than three (3) days in advance. Emergency request will be considered on a case-by-case basis.

## **Article Nineteen (19) – Sick Days, Personal Business Days, Act of God Days, Bereavement Days, and Perfect Attendance**

### **Section One (1): SICK DAYS**

- A. An employee's absence from duty due to illness or injury shall be paid full salary for the period of said absence covered by earned sick days.

<sup>5</sup> Provided the employee works a minimum of one-half (1/2) of the working days in that month, i.e. not on workers comp or unpaid leave of absence.

<sup>6</sup> The GRANTING of vacation days, including those "front loaded" (i.e. not yet earned) are subject to discretion. If the employee is not working for any reason and the number of vacation days requested exceeds their accrued/earned bank as of June 30<sup>th</sup> or current date the District may deny/modify such a request. Such process is subject to a case-by-case review.



- B. Sick days accumulate on the basis of one (1) day per month of employment provided the employee works a minimum of one-half (1/2) of the working days in that month.
- C. Sick days not used during the year shall be unlimited in accumulation.
- D. A medical certificate may be required by the supervisor of transportation at the employee's expense as evidence of an employee's illness or injury after three (3) consecutive days or more.
- E. An employee who uses a sick day for their own use or for a family member must notify the office(s) of the Director of Transportation not later than four (4) hours prior to starting time before compensation will be allowed, except in cases of emergency. An employee must report or make arrangements for each sick day used.
- F. Employees reporting at the beginning of their work period and who are forced to leave any time after three (3) hours of work because of illness or death in the family, shall be counted absent one-half (1/2) day. Employees who are forced to leave before three (3) hours of work for the same reason(s) shall be counted absent a full day.
- G. Accrued employee sick banks shall not be disturbed in any of the following cases:
  - 1. Absence on leave without pay,
  - 2. Transfer from one (1) classification or department, and
  - 3. Full time employee recalled from layoff.
- H. In the event of a contagious disease, the employee's reinstatement can be made only after medical clearance.
- I. Absence for other than illness may be granted with the approval of the Director of Transportation subject to the availability of an adequate substitute. Any such request should be made at least one (1) week prior to the date of anticipated absence.
- J. Upon request of the employee, sick days may be frozen when the employee will be absent because of an illness or injury of eight (8) or more days and the employee utilizes his short term disability insurance. The employee must inform the Office of Human Resources and Labor Relations prior to the eighth (8th) day or the twenty-ninth (29th) day of absence of the intention to freeze sick days.
- K. The employee will also be allowed to use their paid sick time for the following reasons<sup>7</sup>:
  - a. If the employee or the employee's family member is a victim of domestic violence or sexual assault and the related medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
  - b. For closure of the eligible employee's primary workplace by order of a public official due to a public health emergency; for an eligible employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by the health authorities having jurisdiction or by a health care provider that the eligible employee's or eligible employee's family member's presence in the community would jeopardize the health of others because of the eligible employee's or family member's exposure to a communicable disease, whether or not the eligible employee or family member has actually contracted the communicable disease.
  - c. Employer may require an eligible employee who is using paid medical leave because of domestic violence or sexual assault to provide documentation that the paid medical leave

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<sup>7</sup> These benefits are solely contingent upon the current relevant statutory/legislative authority, when applied. If repealed and/or amended – the current authority (or lack thereof) prevails at the time such benefits are deemed applicable, modified or null and void if no longer provided for under Michigan law.



has been used for that purpose. The following types of documentation are satisfactory for purposes of this subsection:

- i. A police report indicating that the eligible employee or the eligible employee's family member was a victim of domestic violence or sexual assault.
- ii. A signed statement from a victim and witness advocate affirming that the eligible employee or eligible employee's family member is receiving services from a victim services organization.
- iii. A court document indicating that the eligible employee or eligible employee's family member is involved in legal action related to domestic violence or sexual assault.

See Paid Medical Leave Act<sup>8</sup> &

See [www.michigan.gov/documents/lara/Paid Medical Leave Act Poster 644565 7.pdf](http://www.michigan.gov/documents/lara/Paid_Medical_Leave_Act_Poster_644565_7.pdf)

- L. The Director of Transportation shall certify to the legitimacy of a claim for compensation for absence.

## **Section Two (2): PAYOUT OF SICK DAYS AT SEPARATION**

Upon separation with at least (five) years of mechanic service to Bedford Public Schools the following will apply:

- A. Head Mechanic shall receive \$175 per day for the first 25 unused sick days, and \$100 per unused sick day for days #26 through #100 and \$50 per day for sick days 101 through 125.
- B. Mechanics 1 and 2 shall receive \$165 per day for the first 25 unused sick days, and \$100 per unused sick day for days #26 through #100, and \$50 per day for sick days 101 through 125.
- C. Upon the death of an employee, payment of unused sick leave shall be made to the employee's estate.

## **Section Three (3): PERSONAL BUSINESS DAYS**

The parties agree there may be personal conditions or circumstances, which may require a mechanic's absence. The Board agrees to grant a maximum of three (3) days per school year with pay, not to be accumulated nor deducted from sick leave, to be used under the following conditions:

- A. Mechanics must have one (1) year of seniority to be eligible for personal business days.
- B. This leave shall be used only in situations of urgency for the purposes of conducting business which cannot be transacted on the weekend, after working hours, or during vacation periods.
- C. Mechanics desiring to use such leave shall submit to the Director of Transportation their application on the form provided by the Board at least three (3) working days in advance of the anticipated absence, except in case of emergency. In case of emergency the mechanic shall apply as soon as possible.
- D. Such leave shall not be used for seeking other employment, rendering service or working either with or without remuneration for themselves or for anyone else, for hunting, or other vacation or recreational activities. It is further understood such leave shall not be granted for the first or last day of the school year nor on the working day immediately preceding or following a vacation period, unpaid leave of absence, or holiday.
- E. No less than one-half (1/2) personal business day may be used at one time.

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<sup>8</sup> Current law applies, i.e. as amended, repealed or if totally abolished under Michigan law, at the relevant time.



- F. Unused personal business days will be converted to accumulated sick leave days at the end of each fiscal year, except that one (1) personal business day may be carried over to create four (4) for the following year.

#### **Section Four (4): ACT OF GOD DAYS**

Hourly employees are to report to work as scheduled on inclement weather days and Act of God days, and will be paid for actual time worked.

#### **Section Five (5): BEREAVEMENT DAYS**

- A. A request for use of bereavement days shall be made within three (3) working days of appropriate notification of the death and for the following family members:
- B. A maximum of five (5) days for a death in the immediate family. Immediate family shall be interpreted as father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, spouse, child, grandchild, son-in-law, daughter-in-law, domestic partner and their dependents.
1. Step relatives within the definition of the immediate family shall include step-mother, step-father, step-sister, step-brother, step-child, and step-grandchild.
- C. A maximum of two (2) days for the death of a grandparent, legal guardian, step-in-law (father, mother, brother, sister, son, daughter).
- D. Maximum of one (1) day for the death of a niece, nephew, aunt, uncle or any member of the family, not defined by the provisions herein, at the discretion of the bargaining unit member.
- E. If travel time is necessary, the Executive Director of Human Resources and Labor Relations shall determine the length of reasonable travel time allowed.

#### **Section Six (6): PERFECT ATTENDANCE**

Any mechanic having perfect attendance for a semester (July 1 through December 31, or January 1 through June 30) shall receive a perfect attendance bonus of two hundred and fifty dollars (\$250) each semester. One (1) vacation day will be granted at the end of each semester for perfect attendance. (Time off without pay directed by the Board shall not affect this Article.)

### **Article Twenty (20) - Leave of Absence**

**Section One (1):** A leave of absence (a minimum of fifteen (15) days) without pay may be granted for any reasonable cause as agreed upon with the Transportation Director. These leaves are to be agreed upon by both the employer and the Association. The maximum leave of absence shall not exceed two (2) months. No leave shall be granted to accept other employment.

**Section Two (2):** Any employee on sick leave who has exhausted all sick leave and vacation time and is not receiving any compensation shall be considered to be on sick leave without pay, provided they have presented valid medical support for the leave of absence. However, the employee is not entitled to an unlimited leave of absence. A case-by-case review of such situations will take place in order to determine a return to work plan or if the employee can assume their assigned job duties and work schedule.

**Section Three (3):** When an employee is sick or injured and has exhausted his/her sick leave and vacation time, three (3) additional month's hospitalization premiums will be paid by the employer provided the employee has made the necessary arrangements to timely cover their employee cost share.

## **Article Twenty-One (21) - Job Openings and Transfers**

**Section One (1):** All vacancies shall be posted for bid. Postings shall be sent to each employee at their District email address, and at a conspicuous place (bulletin board and District website) for a period of five (5) working days, so that all eligible employees will receive notice of the vacancy or new position open for bid. Postings may be simultaneously advertised both internally and externally while giving qualified internal applicants first right of refusal.

**Section Two (2):** The qualifications for such new position or vacancy shall be based on workmanship, suitability, seniority, and ability to do the required work. The employees fulfilling the requirements shall be given thirty (30) working days to qualify, and if such employee does qualify, his/her rate of pay for such new position or vacancy shall begin on the thirty-first (31st) working day. If the employee, in the opinion of his/her supervisor or the Association, is unable to perform the duties of the new position satisfactorily, he/she shall revert to his/her former position and another employee shall be given such thirty (30) days qualifying period.

**Section Three (3):** In all cases of vacancy or new position, the employee with seniority must present himself/herself and be available within five (5) working days after notification of the vacancy. If the employee is on vacation, the employer shall notify such employee of the new position upon his/her return from vacation.

**Section Four (4):** In the case of an opening in the Head Mechanic position, such position shall be filled from the mechanics ranks whenever possible. If an employee so chosen fails to qualify for the Head Mechanic's position within thirty (30) working days, he/she shall be returned to his/her prior status without loss of seniority. During the thirty (30) working day period, the employee will receive the same hourly rate called for under the employee's previous classification. If the employee fulfills the requirements of the Head Mechanic's position and continues in said position, the new hourly rate shall be retroactive to date of initial promotion.

**Section Five (5):** An employee may exercise his/her rights to refuse promotion or transfers of a promotional nature without loss of seniority or bias.

**Section Six (6):** A regular employee temporarily assigned to a position of a higher classification shall receive the pay for the position to which the employee is temporarily assigned.

**Section Seven (7):** Demotion of any employee will be made for just and stated reasons. If demoted to a lower classification, the employee's rate will be that of the classification to which the employee is demoted.

**Section Eight (8):** Employees transferred to another job or building because of a lay-off or bid request shall receive the rate of the job they are performing.

**Section Nine (9):** At least two (2) weeks' written notice will be required of an employee who wishes to resign, except in case of emergency.

**Section Ten (10):** A newly hired employee shall serve a probationary period of ninety (90) calendar days during which the Association may not represent said employee in matters regarding a grievance.



## **Article Twenty-Two (22) - Certification**

According to the needs of the District Transportation Department, all mechanics shall maintain a State of Michigan/Automotive Service Excellence (ASE) Certification. The parties shall meet periodically to determine the appropriate certification. The mechanics will maintain the Michigan Department of State Motor Vehicle Mechanic Certification. All new hires will acquire appropriate certification in accordance with the posting/job description and time line they accepted upon hire. Failure to acquire such may result in demotion, reduction in pay or recommendation to HR/LR for separation for failing to uphold the terms and conditions of their employment.

## **Article Twenty-Three (23) - Physical Examination**

**Section One (1):** A physical examination is required of all newly employed personnel. The expense of this examination is borne by the District. The District will choose the medical professional to ensure they possess proper credentials and administer the physical in accordance with DOT CDL requirements.

The Board of Education will reimburse the employee for this expense when the Business Office or HR/LR Department is presented with a receipt from the doctor or a bill. The report of the physical examination must be returned to the Office of Human Resources and Labor Relations before employment begins.

A statement from a qualified physician regarding the condition of the employee's health may be required whenever such is deemed necessary by the Superintendent of Education or designee.

**Section Two (2):** The District will reimburse the mechanic for the physical examination needed to maintain their CDL (Commercial Drivers' License). The District will select the physician and give prior approval of the physical examination of the mechanic. If an employee chooses their own physician, they will be reimbursed an amount designated by the Board if the exam is not covered by their medical insurance. However, the physician they choose must administer the appropriate tests to satisfy DOT CDL requirements.

## **Article Twenty-Four (24) - Line of Responsibility**

Mechanics shall be directly responsible to the Head Mechanic to which they are assigned. The Head Mechanic shall be directly responsible to the Director of Transportation.

## **Article Twenty-Five (25) - Tuition Reimbursement**

**Section One (1):** Any mechanic wishing to take courses in the Bedford Public Schools' Adult Education and Community Education programs to improve job skills, may do so free of charge provided his/her request for approval of such courses is approved by the Executive Director of Human Resources & Labor Relations prior to taking the course. Any mechanic wishing to take other courses to improve job skills must submit a request for approval of the courses to the Executive Director of Human Resources & Labor Relations prior to the commencement of such course. If approved, the course will be paid for by the Board upon completion according to the grade as follows:

|                                     |     |
|-------------------------------------|-----|
| Pass, Satisfactory, A, B, or C      | 75% |
| Incomplete, Unsatisfactory, D, or F | 0%  |

Payment will be made as soon as possible upon submission of the official grade report by the mechanic to the Executive Director of Human Resources & Labor Relations and after the Board of Education approves the request for payment for the previously approved course which was successfully completed pursuant to the grade earned.

**Section Two (2):** The District will pay tuition and fees for training required by law or training required by the District.

## **Article Twenty-Six (26) – Safety Provisions, Equipment, Shoes and Clothing**

**Section One (1): Safety Provisions** - The Board of Education shall provide for the safety and health of its employees and will provide protective devices and other equipment necessary to protect the employee from injury or sickness. In the interest of safety, no employee shall be ordered or forced to use defective equipment of any nature in the line of duty that could result in the employee's personal injury or the injury of any other person.

**Section Two (2): Safety Equipment** - The school will furnish protective equipment and clothing (gloves, etc.) and keep the tools in safe repair.

**Section Three (3): Safety Shoes** - Two hundred and fifty dollars (\$250) will be provided every two (2) years for regulation safety shoes or with the approval of the Director of Transportation. Payment will be based on the actual cost of the shoes purchased, with a receipt required. In addition, once each two (2) years, the employer will pay one-half (1/2) the cost of prescription safety glasses which must be purchased through the employer's program. However, the employer will not pay the cost of the physician's examination to obtain the prescription.

**Section Four (4): Winter Clothes** - The District will provide an appropriate winter jacket and bib for the mechanic. Replacements will require the approval of the Director of Transportation.

## **Article Twenty-Seven (27) - Separability and Savings Clause**

If any Article or section of this Agreement or if any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement and any rider thereto, or the application of such Article or section to persons or circumstances other than those as to which it has been restrained, shall not be affected thereby.

In the event the Article or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Association for the purpose of arriving at a mutually satisfactory replacement for such Article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.



## Article Twenty-Eight (28) - Wages

|                      | 2020-21 <sup>9</sup><br>0% | 2021-22 <sup>10</sup><br>3.0% | 2022-23<br>2.5% | 2023-24<br>2.5% |
|----------------------|----------------------------|-------------------------------|-----------------|-----------------|
| <b>Head Mechanic</b> | 25.06                      | 26.84 <sup>11</sup>           | 27.51           | 28.20           |
| <b>Mechanic 1</b>    | 23.28                      | 23.98                         | 24.58           | 25.19           |
| <b>Mechanic 2</b>    | 21.52                      | 22.17                         | 22.72           | 23.29           |

1. Mechanic 2 - In order to hold the Mechanic 2 classification the employee must have and maintain at least three (3) relevant ASE (Automotive Service Excellence) certificates. Failure to acquire and continuously hold these ASE certificates will result in the loss of \$1.00 per hour and/or a recommendation for separation from the District – after written notice has been provided to the employee and Association.
2. Mechanic 1 - In order to hold the Mechanic 1 classification the employee must have actually worked three (3) full years in this labor unit and hold and maintain at least six (6) relevant ASE (Automotive Service Excellence) certificates. Failure to acquire and continuously hold these ASE certificates will result in the loss of \$1.00 per hour and/or recommendation for separation from the District – after written notice has been provided to the employee and Association.
3. Head Mechanic - Effective July 1, 2021 the Head Mechanic is required to continuously hold and maintain “ASE Master School Bus Technician” status as a condition of working in this classification unless otherwise determined by the Director of Transportation and HR/LR Office.

### Master Technician Status

The Director of Transportation will determine and pre-approve both the number and need for employees that will have such “Master” designation and receive an additional \$1.00 per hour for producing written proof of being awarded “ASE Master School Bus Technician” status as determined by the National Insurance Institute for Automotive Service Excellence.

### Acting Director of Transportation

In the absence of the Director of Transportation, the Head Mechanic shall receive a \$35.00 per day stipend, provided the Director approves and Bedford Schools are in session and students are attending classes.

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<sup>9</sup> The unit agreed to a one year extension with no increase.

<sup>10</sup> Effective after ratification and BoE approval.

<sup>11</sup> Effective 7/1/21 - include \$1.00/hr. for requiring Head Mechanic to have ASE Master School Bus Technician status.

### **Article Twenty-Nine (29) - Longevity**

Bargaining unit employees will receive longevity payments annually according to the following schedule. Longevity is payable on the completion of their anniversary date.

| Years     | Amount |
|-----------|--------|
| 10 – 12   | \$300  |
| 13 – 17   | \$400  |
| 18 – Over | \$500  |

### **Article Thirty (30) - Evaluation**


If a joint review committee is created to revise the evaluation instrument, the review committee shall be composed of the following: (1) Director of Transportation, (1) Executive Director of Human Resources & Labor Relations, and (1) Head Mechanic or designee.

### **Article Thirty-One (31) - Mileage Reimbursement**


Bedford Mechanics Association members that are required in the course of their work to drive personal automobiles from one (1) school building to another shall receive a car mileage reimbursement. The rate will be adjusted annually accordingly to the Internal Revenue Service Standard rate.

### **Article Thirty-Two (32) - Termination of Agreement**

This Agreement shall become effective July 1, 2021 and remain in full force and effect until **June 30, 2024**. It is mutually agreed that this Agreement may be reopened upon sixty (60) days written notice prior to the termination date (June 30, 2024) for the purpose of negotiations. In the event no notice is given of the intention to reopen, then all of the features of said Agreement shall be automatically renewed for an additional year.

  
Howard D. Schwager  
Chief Negotiator and  
Executive Director of HR/LR

Date

  
BPSMA President

Date

  
Cari Dupree  
Transportation Director

Date

BPSMA, Vice-President

Date

  
Board of Education President

Date