

**Bedford Public Schools**  
Temperance, Michigan

**Bedford Public Schools**  
**SKILLED TRADES**  
**Association**  
**(BPSSTA)**

**MASTER**  
**AGREEMENT**

**2021-2024**

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## **AGREEMENT**

This Agreement entered into this 1<sup>st</sup> day of July, 2021 between the Bedford Public School District, Monroe County, Michigan, here-in-after referred to as the "employer" and the Bedford Public Schools Skilled Trades Association (BPSSTA) here-in-after referred to as the "**Association**".

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.

### **ARTICLE ONE (1) - PURPOSE AND INTENT**

It is the general purpose of this Agreement to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the employer, the employees, the Association, and the community. To these ends, the employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### **ARTICLE TWO (2) - RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, the employer does hereby recognize the Association as the exclusive representative of all Skilled Trades job classifications: electrician, maintenance technician, and warehouse employees, for the purpose of collective bargaining in respect to pay, wages, hours of employment, and other conditions of employment for the term of this Agreement.<sup>1</sup>

All provisions of this Agreement shall be applied uniformly to all employees within the bargaining unit, unless otherwise contained herein.

### **ARTICLE THREE (3) - 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:

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<sup>1</sup> As a historical reference this unit has also included other classifications (full and part time) which are currently vacant. They are carpenter, plumber, HVAC technician, maintenance/HVAC trainee, and maintenance. In the event there is a need to hire back into these positions, the Parties agree to meet and confer as to wages, hours, and other terms and conditions of employment. The Parties may also reference prior contracts and job descriptions/postings to assist during these discussions.

1. Manage and control its business, its equipment, and its operations, and to 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, and 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 and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods, and processes of carrying on the work;
  5. Determine the qualifications of employees, including physical conditions.
  6. Adopt rules and regulations;
  7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, division or sub-divisions thereof and the relocation or closing of offices, departments, divisions or sub-divisions, buildings, or other facilities;
  8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;
  9. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.
- B. It is further recognized that the Board, in meeting such responsibility and exercising its powers and rights, acts through its administrative staff.
- C. 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.
- D. The Board shall continue to have the exclusive right to establish, modify, or change any conditions except those covered by provision of this Master Agreement.

#### **ARTICLE FOUR (4) - ASSOCIATION SECURITY**

- A. Membership in the Association is separate, apart, and distinct from this Agreement and is not compulsory. 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. 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. Nothing contained within this Article will involve the use of District resources or personnel other than upon written request from the Association the Employer will

- provide the Association with a listing of all bargaining unit member addresses and phone numbers currently on file with the Office of Human Resources and Labor Relations.
- D. The Association will indemnify the Employer and hold it harmless against any loss or claims for damages, including reasonable attorney fees resulting from adherence to this Article.
  - E. In the event that any provision of this Article is found to be unlawful, it will not void any other provision of the Agreement, all of whose provisions will remain in full force and effect. The parties will agree on substitute language that will effectuate the purpose of the section to the fullest extent permitted by law. If the parties cannot agree on the appropriate language, the matter will be submitted to an arbitrator pursuant to the Grievance Procedure at the arbitrator step forthwith to render an expedited opinion on language.

#### **ARTICLE FIVE (5) - AID TO OTHER ASSOCIATIONS**

The employer will not aid, promote, or finance any labor group or organization purporting to represent employees in the unit set forth in "Article One" (1) which purports to engage in collective bargaining or make any agreement with any such association group or organization for the purpose of undermining the Association.

#### **ARTICLE SIX (6) - STEWARDS AND REPRESENTATION**

- A. The Association will notify the Employer as to their current leadership/structure (and changes) in regards to the president, vice-president, secretary, steward, grievance chair, etc. and their respective duties in their Association capacity.
- B. To qualify for a stewardship, the employee shall have at least one (1) year's seniority.
- C. The Association shall notify the employer, in writing, as to who the designated stewards are as soon as practicable after their election, selection, or appointment.
- D. It is mutually recognized that the principle of proportional steward representation, which reflects the increase and decrease in the work force, is a sound and sensible basis for determining proper representation.
- E. Any additional representation shall be subject to the mutual agreement of the parties.
- F. The Board will provide them with ten (10) days or 80 man hours per contract year (collective total) to be used at the discretion of the Association. The employer will track this time. Authorization for the use of these days for activities specified shall be by written letter from the local president with at least twenty-four (24) hours advance notice. The employee authorized to use said days/hours shall receive their full pay and benefits. The Association shall charge time spent in collective bargaining, special conferences (not grievance related), and other Association business to these days. Any additional time beyond the earned/accrued time to be used for meetings for collective bargaining, special conferences, and grievance hearings, shall be unpaid. The Association may accumulate and carry up to fifteen (15) days so they may start a new year with no more than 25 days or 200 man hours.

## ARTICLE SEVEN (7) - SPECIAL CONFERENCES

- A. Special conferences for important matters may be arranged between the Association leadership and the Executive Director of Human Resources and Labor Relations or their designated representative upon request of either party. Arrangements for such special conferences shall be made in advance and a written agenda of the matters to be taken up at the meetings shall be presented at the time the conference is requested. Matters taken up in the special conferences shall be confined to those included in the agenda. Conferences shall be held as needed on a mutually agreeable date. The members of the Association shall not lose time or pay for time spent in such special conferences if conducted during their scheduled work hours.
- B. The parties may create a safety committee. Meetings will be held as mutually agreed upon between the Association and the Director of Facilities or designee.

## ARTICLE EIGHT (8) - GRIEVANCE AND ARBITRATION

### I. GENERAL RULES

Rule 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 there shall at no time be any strikes, tie-ups of equipment, slowdowns, walkouts, or any other cessation of work through the use of any method of lockout or legal proceedings.
Rule 2	Every effort shall be made to adjust controversies and disagreements in an amicable manner between the employer and the Association.
Rule 3	All grievances shall set forth specifically the act or condition or conditions and the grounds or facts on which the grievance is based. Additionally, the grievance is to specifically set forth the Article(s) and Section(s) of the contract, which are deemed to have been violated. Failure to properly present a grievance shall deem the grievance null and void on its face and SHALL NOT automatically extend the twenty (20) working day requirement noted in Step 1 below.
Rule 4	The time limits set forth in Steps Two (2) and Five (5) may be extended by mutual written consent of the parties.
Rule 5	Should the Association fail to appeal a grievance within the time limits, the matter shall be deemed settled on the basis of the employer's last answer.

### II. GRIEVANCE PROCEDURE

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 ONE (1)

The steward and/or aggrieved employee shall, within twenty (20) working days of the occurrence or point of information, present the grievance orally to the Director of Facilities. The Director of

Facilities shall attempt to adjust the matter. Failure to bring a grievance within the time noted herein<sup>2</sup> will forever bar it from being considered.

#### STEP TWO (2)

If the grievance has not been settled at Step One (1), it shall be presented in writing by the steward and/or aggrieved employee to the Director of Facilities in the same time frame as Step One (1). The Director of Facilities shall attempt to adjust the matter and their written response to the steward and aggrieved employee shall be made within five (5) working days after receiving notification that a grievance exists. Failure to appeal grievance to this step within the time noted herein will forever bar it from being considered.

#### STEP THREE (3)

If the grievance has not been settled at Step Two (2), it shall be presented in writing by the steward and/or aggrieved employee to the Executive Director of Human Resources & Labor Relations within ten (10) working days after the response of the Executive Director of Facilities. The Executive Director of Human Resources and Labor Relations shall respond in writing to the steward and aggrieved employee (with a copy to the Association president) within fifteen (15) working days after receiving the grievance. Failure to appeal grievance to this step within the time noted herein will forever bar it from being considered.

#### STEP FOUR (4)

If the grievance is not settled at Step Three (3), the Association may request the services of a mediator from the Michigan Employment Relations Commission within twenty (20) working days of the date an answer was due in Step Three (3). Mediation shall not exceed twenty (20) working days from the date of the first mediation session provided the mediator is available. Failure to timely request mediation will result in the grievance being settled as to any and all claims pursuant to Step Three (3) and forever bar further pursuit of the grievance.

#### STEP FIVE (5)

1. If the grievance is still unsettled, the Association may, within thirty (30) working days after Step Four (4) is completed, and by written notice to the other party, request arbitration.
2. A request for a list of arbitrators will be made to the American Arbitration Association by the Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.
3. The arbitrator so selected will hear the matter promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and set forth his findings and facts, reasoning, and conclusions on the issue submitted. The decision of the arbitrator shall be final and binding on the employee, Association, and employer. The parties shall share the fees and expenses of the arbitrator equally.
4. The Association stewards may, with the consent of the employer, investigate grievances during steward's normal working hours without loss of pay. Meetings

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<sup>2</sup> The reasonableness standard is incorporated in this passage, i.e. or within twenty (20) working days from when the grievant knew or should have known there was a potential contractual violation.

called for in Steps Four (4) and Five (5) shall be at a mutually agreed time and shall not result in loss of pay to the aggrieved party and respective Association representative involved.

5. The grievance at Steps Two (2) and Three (3) shall be answered by the employer with a statement of his/her reasoning and shall set forth his answer to the grievance.
6. Should an employee choose to pursue an alleged discrimination infraction case under State and Federal law, the Association and the District mutually agree to hold the grievance pending a ruling on said violation.

#### **ARTICLE NINE (9) - SEPARABILITY AND SAVINGS CLAUSE**

- A. If any article or section of this Agreement or of 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 a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.
- B. In the event that any 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 provisions in this Agreement to the contrary.

#### **ARTICLE TEN (10) - STRIKES AND LOCKOUTS**

- A. During the term of this Agreement, the Association agrees that it or the employees shall not authorize, sanction, or condone any strike as defined in the Michigan Public Act No. 336, as amended by Public Act No. 379. Strikes shall also be defined to include slowdowns, stoppages, sit-ins, boycotts, or interference of any kind whatsoever with operations at any of the facilities of the Bedford Public School District.
- B. In the event of any such violation of this Article, the Association shall endeavor to return the employees to work as expediently and quickly as possible.
- C. No lockout of employees shall be instituted by the employer during the term of this Agreement.

#### **ARTICLE ELEVEN (11) - DISCHARGE**

- A. The employer shall not discharge any employee without just cause and due process. If, in any case, the employer feels that it has just cause for discharge, the employee involved will first be suspended for five (5) working days. The employer shall schedule a hearing within the suspension period and shall render a written reply to the aggrieved party and steward within two (2) working days from the date of the hearing.

- B. If the matter is not resolved satisfactorily to the Association and/or employee; the Association and/or employee shall have the right to file a grievance beginning at Step Three (3) of the grievance procedure.
- C. Step Four (4) (Mediation). Mediation shall be an optional step to the Association.
- D. This provision is not applicable to an employee during their probationary period or on a Last Chance Agreement. The terms and conditions stated in the Last Chance Agreement and signed by the Association, employee and employer will control.
- E. The employer shall limit their use of the employee's past discipline record to a period of four (4) years prior to the instant matter when considering discharge.

## **ARTICLE TWELVE (12) - PROGRESSIVE DISCIPLINE**

- A. The employer shall not discipline an employee without just cause and due process.
- B. An employee shall be entitled to have present a representative of the Association during any meeting which may lead to disciplinary action by the Employer. It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit employees. Nothing in this article will limit the Employer's right to determine the appropriate level of discipline, i.e. starting at "3" vs. "2" due to multiple infractions or severity:
  - 1. Written record of a verbal warning;
  - 2. Written warning/reprimand;
  - 3. One-day (1) suspension without pay;
  - 4. Three-day (3) suspension without pay;
  - 5. Last Chance Agreement; and
  - 6. Dismissal
- C. An employee will be provided with written notice of a complaint being made against them within five (5) working days of receipt of the complaint. A copy of such notice shall also be given to the steward and the steward is to make a reasonable effort to contact the employee regarding receipt of such notice thus providing notice to employee and the Association of the matter. The employer shall not pursue discipline without the employee receiving a copy of the complaint and being afforded an opportunity to respond.
- D. Dismissal, suspension, and/or any other disciplinary action shall be clearly stated with references to what the employee's conduct/behavior violated. The employee shall have the right to defend themselves against any and all allegations/charges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee within ten (10) working days. The employee, at their option, may notify the Association. Among the causes which may be deemed sufficient for dismissal, suspension, demotion, or other disciplinary action are the following:
  - 1. Dishonesty
  - 2. Unauthorized or excessive absence from work;
  - 3. For imprisonment following the conviction of any felony criminal act;

4. On the job conduct unbecoming any employee in the public service;
  5. Disorderly or immoral conduct;
  6. Incapacity due to mental or physical disability;
  7. Incompetency or inefficiency;
  8. Insubordination;
  9. Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicating beverage in any degree whatsoever;
  10. Neglect of duty (refusal or failure to perform job assignment);
  11. Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment;
  12. Violation of any lawful regulation, Board of Education Policy or order made by a supervisor;
  13. Willful violation of any provisions of this contract;
  14. Deliberate falsification of records and reports;
  15. Conviction of a traffic violation while driving a District vehicle;
  16. Failure to pass state or federally mandated drug and alcohol tests; and
  17. Violation of the District's smoking policy.
- E. The employer shall limit use of the employee's past discipline record to two (2) years back from the instant matter in regards to progressive discipline up to but not including a Last Chance Agreement or Dismissal.
- F. The employer shall limit use of the employee's past discipline record to four (4) years back from the instant matter in regards to a Last Chance Agreement or Dismissal.

### **ARTICLE THIRTEEN (13) - PROBATIONARY EMPLOYEES AND SENIORITY**

#### **A. PROBATIONARY EMPLOYEES**

1. Seniority shall commence after twenty (20) days worked<sup>3</sup> and shall be retroactive to the date the employee commences regular full time work.<sup>4</sup> If more than one (1) employee commences work on the same day, the order of hiring shall determine the order of seniority.
2. The Association shall represent probationary employees for the purposes of rates of pay, wages, hours, and other conditions of employment as set forth in this Agreement, except discharged or disciplined employees for other than Association activity.
3. After twenty (20) days worked, the employee shall be placed on the regular seniority list with seniority retroactive to the date of hire as a regular full time employee.
4. Health insurance for a probationary employee shall become effective on the first day of the month after the employee completed their twenty (20) working days.

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<sup>3</sup> Throughout this section 20 days worked equates to 160 hours of work at 8 hours per day.

<sup>4</sup> Full time is 40 hours per week

5. Benefits from the leave day programs other than holiday leave shall be in accordance with the employee's date of hire and will be available to the employee after and if s/he completes their twenty (20) working days.

**B. SENIORITY LISTS**

1. Seniority shall not be affected by the race, gender, marital status, weight, color, religious creed, age, ancestry, or dependents of the employees.
2. The seniority list on the date of this Agreement shall indicate the names and classifications of all employees of the unit entitled to seniority.
3. The employer shall keep the seniority list up-to-date and shall provide the local membership with a copy on a yearly basis or when requested in writing by the Association president.

**C. LOSS OF SENIORITY RESULTING IN TERMINATION**

An employee shall lose their seniority for only the following reasons:

1. Resignation;
2. Discharge by the employer not reversed by the grievance procedure;
3. A voluntarily quit absence from work three (3) consecutive days without notification.
4. Consideration will be given to situations of extenuating circumstances beyond the control of the employee.

**D. EMPLOYEE LEAVING THE BARGAINING UNIT**

If an employee works for the employer in a position outside the BPSSTA, s/he shall lose all seniority after six (6) calendar months. If they return within six (6) calendar months, they shall return to their former position with accumulated seniority.

**ARTICLE FOURTEEN (14) - JOB OPENINGS/VACANCY**

- A. When a vacancy occurs, the Employer will post the vacancy within thirty (30) working days of said vacancy. If the Employer elects not to fill the vacancy, the Association will be notified.
- B. New Employee Orientation Language. When a vacancy is filled by a newly hired employee to the Skilled Trades department the new bargaining unit member may be made familiar with the provisions of the Agreement and his/her rights and responsibilities there under. The Employer will allow the Association President or, if designated, the area steward an opportunity to meet with the new bargaining unit member(s) within thirty (30) days of their arrival within the Association's jurisdiction. If the meeting is to take place during paid work time such meeting time and location will be agreed to in advance (not less than 48 hours, unless mutually agreed otherwise) by the Association representative (not to exceed one person) and the respective immediate supervisor(s) of both the new employee and the Association representative. If there is more than one new hire, such

meeting, if on paid work time, will be held to avoid individual employee orientation sessions. If on paid work time said meeting will not exceed sixty (60) minutes and will not trigger overtime. The meeting will be allowed to take place privately in an appropriate location at the worksite agreeable to management whether done during or not done during paid work time.

- C. The job bid/vacancy notice will be posted for five (5) working days. It will identify the Classification, contain an up to date job description, wage rate and hours.
- D. Applications will be filed with the Human Resources and Labor Relations department. Seniority will be the governing factor, provided the applicant has the ability and qualifications. A committee involving both parties will review and interview all applicants.
- E. The successful bidder will have a twenty (20) day working day trial period unless the employee has previously held the job on or before the twentieth (20<sup>th</sup>) working day, if the employee does not want the job, the employee will revert back to the job the employee vacated.

#### **ARTICLE FIFTEEN (15) - JOB OPENINGS, TRANSFERS, AND TEMPORARY EMERGENCY ASSIGNMENTS**

- A. If an employee is transferred to a lower classification at the employee's request the employee will receive the hourly rate called for in the classification the employee is requesting to be assigned.
- B. A full time employee temporarily assigned to a position of higher classification shall receive the pay for the position to which the employee is temporarily assigned.
- C. A full time employee taken from their classification to temporarily perform other duties paying a lower rate of pay shall receive the rate of pay from their classification *before* the temporary transfer.

#### **ARTICLE SIXTEEN (16) - LAY-OFF and RECALL PROCEDURE**

##### LAY OFF PROCEDURE

- A. It shall be understood that in the event of a lay-off, the Association and management will meet and discuss all aspects of the lay-off to make sure the contract is adhered to and an orderly lay-off process is followed. The seniority list will be updated at this point for lay-off purposes.
- B. The word "lay-off" means a reduction in the work force due to a decrease of work or lack of operating funds.
- C. In the event that it becomes necessary to reduce the work force the following shall apply:
  - 1. Employees shall be laid off and recalled according to seniority, provided the most senior employee has the ability and the qualifications to perform the job.
  - 2. Probationary employees shall be laid off first.
  - 3. Part-time employees based upon seniority in their classification are next.
  - 4. Then full-time, based upon seniority in their classification.

- D. Employees to be laid off shall have at least two (2) weeks' notice of the lay-off. The Association president shall receive a list from the employer of the employees being laid off on the date the notices are issued to the employees.
- E. Anything above notwithstanding, and regardless of their positions on the seniority list, the president and chief steward shall, in that order, in the event of a lay-off, be continued at work on the first open job in the unit, which they are qualified.
- F. Employees who are displaced because of job elimination or lay-off shall have the right to replace other workers in this bargaining unit with less seniority, if qualified.

#### RECALL PROCEDURE

- A. When the working force is increased after a lay-off, the skilled trade employees shall be recalled according to seniority and qualifications.
- B. Once the employee refuses a position, their recall rights are terminated and they are deemed a voluntary quit.
- C. Notice of recall shall be sent to the employee at his last known address in writing. Within forty-eight (48) hours after receipt of the recall notice the employee shall notify the employer of his intention to return to work and within ten (10) working days after receipt of the recall notice, he shall return to work. In proper cases exceptions shall be made.
- D. In the event of a layoff, the employee shall have recall rights up to their length of seniority.

#### **ARTICLE SEVENTEEN (17) - LINE OF RESPONSIBILITY**

Skilled trade employees shall be directly responsible to the Director of Facilities or designee.

#### **ARTICLE EIGHTEEN (18) - SUPPLEMENTAL AGREEMENTS**

All proposed supplemental agreements or memorandums of understanding may be incorporated into a successor Agreement through good faith negotiations between the employer and the Association.

#### **ARTICLE NINETEEN (19) - RECORD EXAMINATION**

The employer shall allow an authorized 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 a specific grievance.

Vacation, sick, and personal business day balances must be kept up to date and verified by the employee at the end of each quarter. This information is available through the Employee Access Center (EAC) on a more frequent basis. If a disagreement occurs, information on the time sheets and attendance records will be reviewed to resolve the issue. Failure to timely notify the Employer or timely respond regarding any inaccuracies may bar the employee from pursuing any alleged errors whereby the Employer's record shall be deemed accurate.

## **ARTICLE TWENTY (20) - BULLETIN BOARDS**

- A. The employer shall provide space on bulletin boards in the skilled trade area building. Space will be reserved for the following:
  - 1. Notice of Association meeting;
  - 2. Notices of Association elections and their results, where said notice pertains to Bedford Public Schools Skilled Trades Association; and
  - 3. Notices of Association recreational and social events.
- B. The Association agrees on behalf of its membership that it will not destroy, mutilate, or deface material placed on the bulletin board by the employer. No political material may be placed upon the bulletin board.

## **ARTICLE TWENTY-ONE (21) - SAFETY**

- A. General
  - 1. The employer shall maintain reasonable safety precautions at all times. Under no circumstances will an employee be required or assigned to work involving dangerous equipment, or in violation of an applicable status, court order, or governmental regulation relating to safety of person or equipment.
  - 2. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such report shall be made on a suitable form furnished by the employer. The employer shall not require an employee to use equipment that has been reported as being in an unsafe operating condition until it has been repaired, reviewed, or approved as being safe.
  - 3. When there is a question as to whether the equipment is or is not in a safe operating condition, the designee from the Association and the Director of Facilities shall forthwith review the equipment, situation, and condition in a meaningful attempt to rectify any alleged unsafe condition. During such time the employee shall not be required to operate such equipment if it presents a danger to their health or safety. If the matter remains unsettled, the employee and/or Association would have the right to proceed with the complaint through the grievance procedure beginning at Step Three (3).
  - 4. No employee shall be asked to engage in any work of danger that takes trained personnel; i.e., bomb scare, high voltage lines, etc.
- B. Protective Equipment Allowance
  - 1. The employer 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 caused by unsafe conditions. Approval for reasonable safety shoe reimbursement for skilled trade employees will be made by the Director of Facilities. In addition, once each two (2) years the employer will pay one-half (1/2) the cost of prescription safety glasses that 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.
2. The Board will provide up to six (6) uniforms a year for skilled trade employees, up to a maximum of two hundred and fifty dollars (\$250), not to include cleaning, etc. The Board may provide information for the Association to consider for purchase of same. There will be no cash payments in lieu of being provided uniforms.
  3. Necessary foul weather and protective clothing will be provided to the skilled trade employees as determined by the Director of Facilities.

## **ARTICLE TWENTY-TWO (22) - PHYSICAL EXAMINATIONS**

- A. If a physical examination or medical test is required of all newly employed personnel, the choice of physicians shall be the Board's, and the expense of this examination is borne by the employer. The Board will reimburse the employee for this expense when HR/LR is presented with a statement from the doctor. The report of physical examination must be returned to HR/LR before employment begins.
- B. A statement from a qualified physician regarding the condition of an employee's health may be required whenever such is deemed necessary by the Director of Facilities. The District will reimburse the employee for expenses regarding this provision that are not covered by the employee's health insurance plan.

## **ARTICLE TWENTY-THREE (23) - LEAVES OF ABSENCE**

- A. General Guidelines
  1. Leave of absences with or without pay may be granted by the District.
  2. An unpaid leave of absence shall not exceed twelve (12) weeks.
  3. All requests for leaves of absence shall be submitted in writing by the employee to HR/LR prior to the leave. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.
  4. Any Leave of Absence beyond twelve (12) weeks will freeze further accumulation of sick, PB or vacation days.
  5. Approval for a leave of absence shall be provided and furnished to the employee by HR/LR and it shall be in timely, typically within 10 working days.
  6. No leave shall be granted to obtain or work in any other employment, including self-employment.
  7. When the employee returns to work, they will be placed in their former position whenever possible and without impact to their seniority rights unless otherwise defined herein.
  8. When the employee is returning from a leave of absence they must provide at least a five (5) working day notice of their return to work regardless when there leave is scheduled to end OR if they desire to come back before the end of the leave of absence; and provide proper medical clearance if applicable. The

employer may, at its discretion, waive the notice requirement on a case-by-case basis.

9. The employee is required to provide a return to work slip when the leave of absence is related to their medical condition.
10. The employer shall not be required to reinstate any person who is not medically capable of performing the duties applicable to their position. However, if there is a position for which the employee can perform, the parties shall meet in special conference to resolve the issue.

#### B. Types of Leaves

1. MATERNITY LEAVE - The maternity/pregnancy of an employee shall be deemed an illness, therefore, the employee is eligible for all benefits provided in "Article Thirty" (30) - SICK LEAVE, PERFECT ATTENDANCE, AND PERSONAL BUSINESS DAYS.
2. PARENTAL LEAVE - An employee who, having completed one (1) year of service, shall be granted a leave of absence not to exceed one (1) year for the reasons of birth or adoption of a child, acquires a family by marriage, or assumes legal responsibility of a family.
3. FAMILY MEDICAL LEAVE - The employer agrees to abide by the Family and Medical Leave Act. A family medical leave shall be in addition to the leaves in this Article. The employee shall be placed in their former position in accordance with Section B of this Article.
4. ASSOCIATION BUSINESS - A member of the Association selected by the Association to participate in Association business, conferences, seminars or conventions, shall be granted a leave of absence without pay at the request of the Association, provided at least two (2) weeks' notice is given. A leave of absence for such Association activity shall not exceed one (1) month; nor shall more than three (3) such leaves be granted for such a leave during a calendar year.
5. EDUCATIONAL LEAVE - Employees may be granted a leave of absence without pay, not to exceed one (1) month in a calendar year, for education purposes for attending conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skills or knowledge with reference to their work or position. Such leave, however, shall be limited to no more than three (3) employees per year.
6. ABSENCE FOR OTHER THAN ILLNESS - Employee may be granted on approval by the Director of Facilities, and 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.
7. BEREVEMENT LEAVE - In order to qualify for leave you may be required to provide the familial relationship to the HR/LR attendance secretary.
  - a. A maximum of five (5) days per occurrence with pay, not charged against the employees accrued benefit banks for a death in the immediate family.
  - b. Immediate family shall be interpreted as spouse, child, mother, father, grandchild, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-

in-law, son-in-law, daughter-in-law, grandparent, legal guardian, domestic partner and their dependents.

- c. Step relatives within the definition of the immediate family shall include stepmother, stepfather, stepsister, stepbrother, stepchild, and step-grandchild.
  - i. A maximum of two (2) days for the death of a niece, nephew, aunt, or uncle.
  - ii. An employee's absence due to the death of a relative not covered in this section will be permitted to use, and be charged, one (1) sick day or one (1) personal business day, against their accumulated sick or personal business day bank(s).
  - iii. If travel time is necessary, the Executive Director of Human Resources and Labor Relations shall determine the length of reasonable travel time allowed.
  - iv. A request for such leave shall be made within three (3) working days of appropriate notification of the death.

#### **ARTICLE TWENTY-FOUR (24) - MILITARY SERVICE**

The District agrees to abide by the terms and conditions as defined under Federal Law, i.e. USERRA - THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT.

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

An employee called for National Guard duty or training shall be compensated for the difference between their regular pay and the gross amount received for the performance of such obligation. The employee shall present a signed statement from their commanding officer or the officer's designee stating the gross amount paid for this service to the Executive Director of Human Resources and Labor Relations Administration. Reimbursement under this paragraph shall be limited to thirty (30) calendar days.

#### **ARTICLE TWENTY-FIVE (25) - JOB RELATED COURT APPEARANCES**

Any employee involved in an accident while on duty, who is subpoenaed or who is required by the employer to appear in court due to their accident or serve as any witness in any case connected with the employee's employment or the school, shall suffer no loss in pay, accrued benefit time or benefits, except when the employee is the plaintiff and the Board is the Defendant.

#### **ARTICLE TWENTY-SIX (26) - HOLIDAYS**

- A. The following named holidays shall be paid for at the rate of eight (8) hours times the regular hourly rate of pay in addition to any monies earned by the employee on such

holidays even when not worked regardless of the day of the week on which it falls, provided the employee complies with the qualifications set forth herein. The paid holidays are:

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

- B. In order to qualify for eight (8) hours of straight time pay for a holiday not worked, it is provided that the regular employee must work the regularly scheduled work day which immediately precedes and follows the holiday unless the employee is on paid sick leave, on vacation, or unless the absence is mutually agreed to.
1. Persons on sick leave without pay are not eligible for holiday pay.
  2. Employees must be employed by the Board for a period of twenty (20) working days before becoming eligible for holiday pay.
  3. An employee off work and receiving Workers' Compensation will receive holiday pay for holidays falling within the first (1<sup>st</sup>) six (6) months of Workers' Compensation coverage.
  4. If an employee is required to work on a holiday, time and one-half (1 1/2) shall be paid for all time allowed by the employee's supervisor. This is in addition to regular holiday pay.
  5. In the event the holiday falls within the employee's vacation period, they shall be granted an additional day to compensate for the holiday.

**ARTICLE TWENTY-SEVEN (27) - VACATIONS**

**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 Facilities<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.

<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.

- 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 vacation 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 Facilities 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 July 1, 2021 will be limited to carrying over ten (10) vacation days per year unless additional days are recommended by the Director of Facilities and approved by the Executive Director of HR/LR or their designee.
  - 1. Maximum accrued vacation days shall not exceed thirty-four (34) days unless recommended by the Director of Facilities and approved by 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.
- F. Any employee who dies prior to leaving employment will have their entire earned but unused vacation balance paid to their estate.
- G. 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 TWENTY-EIGHT (28) - 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. (Also see Art 25 re Job Related Court Appearances)

An employee called for jury duty will receive their hourly rate for the time during their jury service. They shall obtain a signed statement from the judicial clerk of courts stating dates served. The above signed statement shall be submitted to the Executive Director of Human Resources and Labor Relations upon the employee's receipt of it and return to work. All jury duty compensation must be turned over to the District. The employee may keep any mileage reimbursement given.

**ARTICLE TWENTY-NINE (29) - OCCUPATIONAL DISABILITY**

Any employee in any work classification covered by this Agreement who has been incapacitated at their regular work or by injury or compensable occupational disease while employed by the Board may be employed in other work in the various departments of the school system at work they can perform.

## ARTICLE THIRTY (30) - SICK LEAVE, PERFECT ATTENDANCE, AND PERSONAL BUSINESS DAYS

A. The sick leave policy for full-time employees is as follows:

1. Any employee absent from duty due to illness or injury shall be paid full salary for the period of said absence covered by earned sick leave.
2. Sick days are accumulated on the basis of one (1) day per month of employment.
3. Accumulation/earning of new sick days will cease when the employee is not receiving payment of any wages (including accrued benefit time) from the District.
4. Sick days may be accumulated without limitation.
5. Sick leave accrued shall not be disturbed in any of the following cases:
  - a. Absence on leave without pay only for non-medical self or family member.
  - b. Transfer from one (1) classification or department to another.
  - c. Full time employee recalled from lay-off.
6. Upon retirement, employees shall receive a full day's pay for each unused accumulated sick day not to exceed twenty-five (25) days. Beginning on the twenty-sixth (26th) day, each unused accumulated sick day will pay one-half (1/2) day's pay, not to exceed one hundred (100) days. Beginning with the one hundred and first (101) day, each unused accumulated sick day will be paid at fifty dollars (\$50) per day not to exceed one hundred and twenty-five (125) days.
7. Upon the death of an employee, payment of unused sick days shall be made to the employee's estate.
8. A medical certificate will be required by the supervisor at the employee's expense as evidence of an employee's illness or non work related injury if the employee is sick or injured for three (3) or more consecutive working days.
9. When an employee uses paid sick days they must notify the office/Director of Facilities no later than one (1) hour prior to starting time before compensation will be allowed except in cases of emergency. An employee must report or make arrangements each day of sick leave.
10. The Director of Facilities shall certify to the legitimacy of a claim for compensation for absence.
11. Upon request of the employee, sick days may be frozen when an employee will be absent because of an illness or injury of eight (8) or more days, while the employee utilizes their short-term disability insurance. The employee shall inform the HR/LR Office in writing prior to the eighth (8<sup>th</sup>) day or prior to the twenty-ninth (29<sup>th</sup>) day they are absent, of their intention of freezing their sick days. In the event written notification is not given, sick days will continue to be used.
12. There will be no earning of sick days when sick bank is frozen.
13. In the case of pregnancy, an employee will provide a two (2) week notice or notice as soon as possible for use of sick days.
14. The employee will also be allowed to use paid sick time for the following reasons:
  - 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 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 [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)

15. An employee absent due to the illness of members of his family may choose to deduct these days from his sick leave.
  - Family is to be defined herein as noted in Bereavement Leave.

B. Perfect Attendance

1. If an employee has perfect attendance (nothing charged against sick leave and no time off without pay) they will be given one (1) extra day of sick leave for the period from July 1 to December 31 and one (1) day for the period January 1 to June 30.

Annual attendance bonus will be paid two (2) times per year with payments in January and July. (Example: July 1 to December 31 and January 1 to June 30) in the amount of three hundred dollars (\$300) per each six (6) month time period for perfect attendance.

C. Personal Business (PB) Days

1. Employees covered by the terms of this contract may use four (4) days per year for PB. Those employees with ten (10) or more years in the Skilled Trades unit may use five (5) days per year for PB. These days will not be deducted from accumulated sick leave days; however, if these days are not used for personal business (PB), they will be added to the employee's vacation bank at the end of the fiscal year in accordance with provisions of Article 27-Vacations.
  - a. Forms to request the use of personal business days are provided by the Board and rules governing the use of personal business days are found on the request form.
  - b. All requests for personal time off require one (1) working day notice, except in case of emergency.
  - c. Requests must be submitted to the Director of Facilities.
  - d. Employees shall not be required to give a reason for the use of a personal business day.

D. Other

1. Days already accumulated by a full time employee prior to the adoption of this policy shall remain in force.
2. Employees reporting at the beginning of their work period, 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 that are forced to leave before three (3) hours of work for the same reasons shall be counted absent for a full day.
3. In the event of a contagious disease, the employee's reinstatement can be made only after medical clearance.
4. Three (3) additional months hospitalization premiums shall be paid by the employer when an employee is sick or injured and has exhausted his sick leave and vacation leave. However, employee must timely make their required monthly cost share contribution per state law (i.e. hard caps).

**ARTICLE THIRTY-ONE (31) - REPORTING TIME**

Any employee reporting for work on their regular scheduled time who is sent home through no fault of their 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 they are being paid.

**ARTICLE THIRTY-TWO (32) - PAID FOR TIME**

- A. 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 their work until they are released from duty. Employees are to properly fill out weekly/bi-weekly time sheets and turn them into the designated staff as instructed by the Director of Facilities.

- B. LUNCH PERIOD - Personal schedules allow one-half (1/2) hour for lunch.
- C. BREAK PERIOD - Employees covered by this Agreement are entitled to a break period for each four (4) hours of work. The break periods will be of fifteen (15) minutes duration.
- D. Upon approval of the Director of Facilities the employee is allowed one (1) day every contract for licensing purposes.

### **ARTICLE THIRTY-THREE (33) - WORK WEEK**

- A. The workweek for all employees on a full-time basis shall consist of five (5) eight (8) hour days.
- B. The workweek starts Monday and ends Friday.
- C. During weeks when students are not in session, it may be mutually beneficial for shift work to be adjusted to four days. The length of days and duration of adjusted shift week work will be agreed prior to implementation by both the District and Association.

### **ARTICLE THIRTY-FOUR (34) - CALL IN TIME**

Any skilled trade employee that is called to work outside their regular assigned working hours shall receive a minimum of three (3) hours' compensation.

### **ARTICLE THIRTY-FIVE (35) - PAY DAYS**

Existing paydays and pay periods shall be two (2) weeks in arrears and pursuant to the published and posted payroll schedule.

### **ARTICLE THIRTY-SIX (36) - OVERTIME AND PREMIUM ROTATION**

- A. Any hours worked over a regular eight (8) hour shift will be paid at the minimum rate of time and one-half (1 1/2).
- B. Overtime shall be allowed under emergency conditions and must be approved by the Director of Facilities in advance.
- C. All work on Saturday will be at a rate of time and one-half (1 1/2) the employee's regular pay rate. All work on Sunday will be at the rate of double time (2). A non-working employee will receive straight time for applicable holidays; therefore, an employee who works on a holiday will receive straight time and time and one-half, equaling that of two and one-half (2 1/2) times the regular pay rate total.
- D. All time worked on emergency basis over eight (8) hours per day or forty (40) hours per week shall be considered as overtime pay. All paid leave days will be counted in computing the forty (40) hours. Overtime is to be computed on the basis of the following:

<b>Amount of Time Worked:</b>	<b>Time Allowed Per Day:</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 (60) Minutes Allowed

- E. All work in excess of twelve (12) consecutive hours shall be paid at double time.
- F. In the event an employee earns overtime compensation, it is the intent of the Board to pay the employee during the pay period in which the overtime was worked. However, if the employee fails to report the amount of overtime worked to the appropriate supervisor, the employee will receive the overtime compensation in his or her subsequent paycheck.
- G. The employee who accumulates compensatory time rather than being paid overtime (1.5x or greater, i.e. 2.0x ) will have six-months from that accumulated date to use that compensatory time or it will be paid out at the rate accumulated.

**ARTICLE THIRTY-SEVEN (37) - HEALTH INSURANCE**

All full-time Skilled Trades personnel shall be eligible for health insurance coverage from the Bedford Public Schools.

<b>MESSA Options (4)</b>	<b>In-Network Deductible</b>	<b>Co-Ins.</b>	<b>Office Visit Co-Pay</b>	<b>Prescription</b>
Choices II – Traditional PPO	\$500/\$1,000	0%\$	20	3-Tier/Mandatory Mail
Choices II – Traditional PPO	\$1,000/\$2,000	0%	\$20	Saver Rx Program
ABC Plan 1 – Health Savings Account	\$1,400/\$2,800*	0%	\$0	3-Tier/Mandatory Mail
ABC Plan 3 – Health Savings Account	\$3,500/\$7,000*	10%	\$0	ABC Rx Program

**The following benefits are provided with your Medical Insurance:**

- VSP3 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 \$450.00 Month<sup>7</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.***

<sup>7</sup> If the spouse works for the District and has virtually identical coverage only one is eligible to receive employer paid insurance. The spouse of the insured and the insured will be covered under the same policy. No in lieu amount will be paid to the spouse of the insured.

**ARTICLE THIRTY-EIGHT (38) - WORKER'S COMPENSATION**

The applicable Worker’s Compensation laws will cover each employee. 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 six (6) calendar months.

**ARTICLE THIRTY-NINE (39) - RETIREMENT**

Bedford Public Schools will make the appropriate retirement contributions to The Office of Retirement Services (ORS) or to the designated entity pursuant to Michigan statute(s).

**ARTICLE FORTY (40) - BPSSTA EMPLOYEE PROFESSIONAL DEVELOPMENT (Tuition Reimbursement)**

Any skilled trade employee 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 their request for approval of such courses is approved by the Executive Director of Human Resources & Labor Relations prior to taking the course. Any skilled trade employee 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 Board upon completion according to the grade will pay for the course 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 skilled trade employee 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.

**ARTICLE FORTY-ONE (41) - PERSONAL ATTIRE**

It is agreed by the Board and the Association that all skilled trade personal attire will be appropriate for the academic environment in which they work. For example, skilled trades shall not wear attire, which promotes the use of alcohol, controlled substances, smoking, or attire, which displays profane language or has sexual connotation. In the event that a skilled trade employee reports to work in inappropriate attire, as determined by his or her supervisor, that skilled trade employee will be required to return home and change clothes. Such time away from work will be unpaid. It is the intent of the Board to apply this policy to all regular and temporary District employees.

**ARTICLE FORTY-TWO (42) - USE of TOBACCO**

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, lease, or otherwise controlled by the Bedford District, shall not be permitted at any time.

## ARTICLE FORTY-THREE (43) - DIRECT DEPOSIT AND PAYROLL DEDUCTION PROGRAMS

Written employee authorization is needed to participate in the District's direct deposit and approved employee deduction programs. Specifically, including but not limited to 403(b) accounts and other tax deferred programs, United Way, government bonds, employee contributions for insurance, Michigan Public School Employees Retirement System/Office of Retirement Services (MPSERS/ORS) through the District, and in accordance with the established payroll schedule procedures for the year.

## ARTICLE FORTY-FOUR (44) - MILEAGE REIMBURSEMENT

Employees that are required in the course of their work to drive personal automobiles from one (1) school building or to other locations for District related business shall receive a car mileage reimbursement. The rate will be adjusted accordingly to the Internal Revenue Standard rate.

## ARTICLE FORTY-FIVE (45) - HOURLY WAGES – July 1, 2021 through June 30, 2024

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Job Classification <sup>8</sup>	Current	2021–22	2022–23	2023-24
Electrician	\$26.86	\$28.00 (4.2%)	\$29.00 (3.6%)	\$30.01 (3.5%)
Maintenance Technician <sup>9</sup>	\$20.40	\$22.75 (11.5%)	\$25.00 (9.9%)	\$25.75 (3.0%)
Warehouse/General Maintenance <sup>10</sup>	\$17.49	\$19.50 (11.5%)	\$21.43 (9.9%)	\$22.07 (3.0%)

### A. Hourly Stipends

1. Master's License: An additional one dollar (\$1.00) per hour per year premium will be given, provided the employee possesses a valid Michigan Master's License and authorizes the usage of such license within the skilled trades as defined in their job description. This one dollar (\$1.00) premium is not compounded each year. Master Licensee has the right to withdrawal use of the Master License.
2. Acting Director of Facilities: As determined by the Director of Facilities or designee (subject to Superintendent's approval) when a skilled trades employee is

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<sup>8</sup> Also note that this unit has also included other classifications (full and part time) which are currently vacant. They are carpenter, plumber, HVAC technician, maintenance/HVAC trainee, and maintenance. In the event there is a need to hire back into these positions, the Parties agree to meet and confer as to wages, hours, and other terms and conditions of employment. The Parties may also reference prior contracts and job descriptions/postings to assist during these discussions.

<sup>9</sup> Due to plumber position being eliminated through attrition 6/30/21, a realignment of remaining classifications as to increasing skill levels/training/wages is warranted. Formerly Maintenance/HVAC Assistant.

<sup>10</sup> Job title, duties and posting/description changed effective 7/26/21 to reflect other duties performed.

assigned to act in the Director's capacity (not necessarily the most senior) they shall receive a \$35.00 per day stipend.

**ARTICLE FORTY-SIX (46) - YEARS IN TRADE RECOGNITION PAYMENT**

Employees with ten (10) years experience within their trade will receive an annual payment of three hundred and twenty-five dollars (\$325) each July.

**ARTICLE FORTY-SEVEN (47) - TOOL ALLOWANCE**

Each Skilled Trade's employee, employed for one calendar year, shall be paid a total allowance of four hundred and fifty dollars (\$450) per calendar year. This amount shall be paid each July through Payroll for the past school year provided the employee does not separate employment prior to June 30th. No prorated amounts will be paid. Trades persons shall then furnish and replace all their own hand tools.

**ARTICLE FORTY-EIGHT (48) - 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 for negotiations upon sixty (60) days written notice prior to the anniversary date – July 1, 2024. In the event no notice is given of the intention to reopen, all of the features of said Agreement shall automatically be renewed for an additional year.

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**Bedford Public Schools Skilled Trades Association**

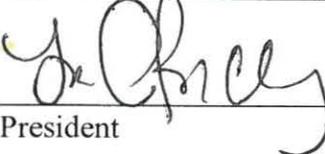
 7.30.21  
\_\_\_\_\_  
President Date Date

**Bedford Public Schools**

 7/29/21  
\_\_\_\_\_  
Executive Director of HR/LR Date  
& Chief Negotiator

 7/29/2021  
\_\_\_\_\_  
Director of Facilities Date

**Bedford Public Schools Board of Education**

 7/29/21  
\_\_\_\_\_  
President Date

**BEDFORD PUBLIC SCHOOLS SKILLED TRADES ASSOCIATION  
CLASSIFIED PERSONNEL PERFORMANCE EVALUATION**

Employee Name	Classification/Position		
	<b>EXCEEDS JOB EXPECTATIONS</b>	<b>MEETS JOB EXPECTATIONS</b>	<b>NEEDS IMPROVEMENT TO BE SATISFACTORY</b>
1. Quality of work (accuracy, neatness, thoroughness)	_____	_____	_____
2. Quantity of work (volume, amount, speed, consistency)	_____	_____	_____
3. Knowledge of work (ability to recognize and maintain work standards)	_____	_____	_____
4. Adaptability (ability to change with job expectations)	_____	_____	_____
5. Dependability (reliability)	_____	_____	_____
6. Cooperation (ability to follow directions)	_____	_____	_____
7. Judgment (ability to take appropriate action)	_____	_____	_____

Skilled Trades Performance Evaluation  
Page Two (2)

	<b>EXCEEDS JOB EXPECTATIONS</b>	<b>MEETS JOB EXPECTATIONS</b>	<b>NEEDS IMPROVEMENT TO BE SATISFACTORY</b>
8. Initiative (motivation, interest in work)	_____	_____	_____
9. Personality (courtesy, public relations)	_____	_____	_____
10. Attendance	_____	_____	_____
11. Personal Hygiene (grooming)	_____	_____	_____
12. Staff relations (ability to work with other employees and supervisors)	_____	_____	_____
13. Overall performance	_____	_____	_____

Evaluator's comments:

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Employee's comments:

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Skilled Trades Performance Evaluation  
Page Three (3)

I understand that my signature is not intended to indicate my agreement with the evaluation, but verifies that I have read the evaluation.

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Employee's Signature

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Date

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Evaluator's Signature

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Date