

Tentative Agreement  
Between BCMPA and BCPS  
July 6, 2016

ARTICLE XXV

DURATION OF AGREEMENT

- (A) This Agreement constitutes the entire collective bargaining negotiations on all subjects for the term of this Agreement, except as herein otherwise provided, and shall become effective as of *July 1, 2016*, and shall continue in full force and effect and be legally binding on the parties hereto, until *June 30, 2019*, and from year to year thereafter unless either party serves notice in writing upon the other party by March 1 prior to the expiration date of this Agreement or any following June 30th thereafter.
- (B) In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative(s) of the other party, and each party may select his/her representative(s) from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association, but the parties mutually pledge that representatives elected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- (C) If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measure it may deem appropriate.

The parties agree that the Board of Education shall electronically post the agreement on the District website; printed copies of the contract will be provided to employees upon request.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 6<sup>th</sup> day of *July*, 2016

TA  
T.A. C.M.  
7-6-16

TA  
Newspaper  
7/6/16

ARTICLE VI

COMPENSATION

Section 6.1

Beginning with 2016-2017, the parties' agree to the following compensation formulas:

1. Less than Full Year Resignations/Retirements:

Savings due to reduction of bargaining unit positions through natural attrition as a result of mid-year Retirement/Resignation savings (Wages + Insurance × Number of hours) minus Class 1 costs (Third Party Provider contracted hourly rate × Number of hours × Number of employees) × 33% = MPA share ÷ Number of MPA employees

The savings shall be applied equally to the salary schedule on July 1 of the following fiscal year.

Illustrative Model

Retirement/ Resignations Savings during 2015-2016	"New" Third Party Subs from 2015- 2016	Savings	MPA %	MPA Share	Number of MPA employees	Per MPA Share	Annual Hours	Salary Schedule Hourly Increase July 1, 201
\$93,265.31 -	\$40,968.00 =	\$52,297.31 ×	0.33 =	\$17,258.11 ÷	61 =	282.92 ÷	2080 =	\$0.14

2. Following Year Residual Savings for Prior Year Resignations/Retirements:

Savings due to reduction of bargaining unit positions through natural attrition as a result of prior year Retirement/Resignation (Wages + Insurance × Number of hours) minus Class 1 costs (Third Party Provider contracted hourly rate × Number of hours × Number of employees) × 33% = MPA share

The BCMPA share of the savings shall be applied equally to the salary schedule on July 1 the second fiscal year in the following manner:

Illustrative Model

Retirement/ Resignations Residual Savings from 2015-2016	"New" Third Party Subs from 2016- 2017	MPA %	MPA Share	Number of MPA employees	Per MPA Share	Annual Hours	Salary Schedule Hourly Increase July 1, 2017
\$144,105.89 -	\$102,420.00 ×	0.33 =	\$13,756.34 ÷	61 =	225.51 ÷	2080 =	\$0.11

ARTICLE XXIV

VACANCIES/BIDDING

Section 24.4

- (C) Positions shall be filled by the most senior employee, who bids for the position, and who meets the qualifications listed below.
1. Employees interested in a Class 2, 3, or 4 position must take the Phase I: hands-on test.
  2. Employees who score the benchmark minimum with Phase I will move to Phase II: panel evaluation.
    - i. The panel shall be: two administrators and two LMC members.
    - ii. The criteria and minimum benchmarks for Phase I and Phase II shall be developed jointly using the LMC process.
  3. Class 2, 3, and 4 positions shall be filled according to seniority at a bid from the employees who successfully achieved the minimum benchmarks established for Phase I and II.
  4. Testing for Class 2, 3, and 4 positions shall be conducted in June of each year, or as needed.
  5. Once an employee has taken and met the benchmark minimums for Class 2, 3, and 4 positions, the employee's score shall remain on record and be valid for future position openings.
  6. If a Class 2, 3, or 4 opening occurs and there are no employees on record who have met the benchmark minimums, or if there are and such employees are not interested in the open position(s), testing will be offered to bargaining unit employees.
  7. The parties agree to meet through the LMC process to monitor and modify the above process as necessary.



**APPENDIX "K"**

Second shift employees called in to replace an employee on first shift shall retain their shift premium.



ARTICLE XXIII

MAINTENANCE OF STANDARDS

Section 23.2

*Except as otherwise provided by law, The Board will not sub-contract work unless: (A) The skills and equipment needed to perform the work specified are unavailable in the school system, or (B) The schedule for such work cannot be met with the equipment or skills available for such work-, or (C) Through natural attrition, Class 1 positions shall be sub-contracted to a Third-Party provider and the Association waives the right to bid according to MCL 423.215(3)(f).*

Sub-contracting shall not be contracted for work previously performed in eliminated or reduced positions.

The Board may, however, sub-contract the spraying of herbicide that covers large areas. Sidewalk cracks, fence lines and other border areas shall remain bargaining unit work, except when they are within, adjacent to or near large areas being sprayed by a herbicide sub-contractor.

B

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