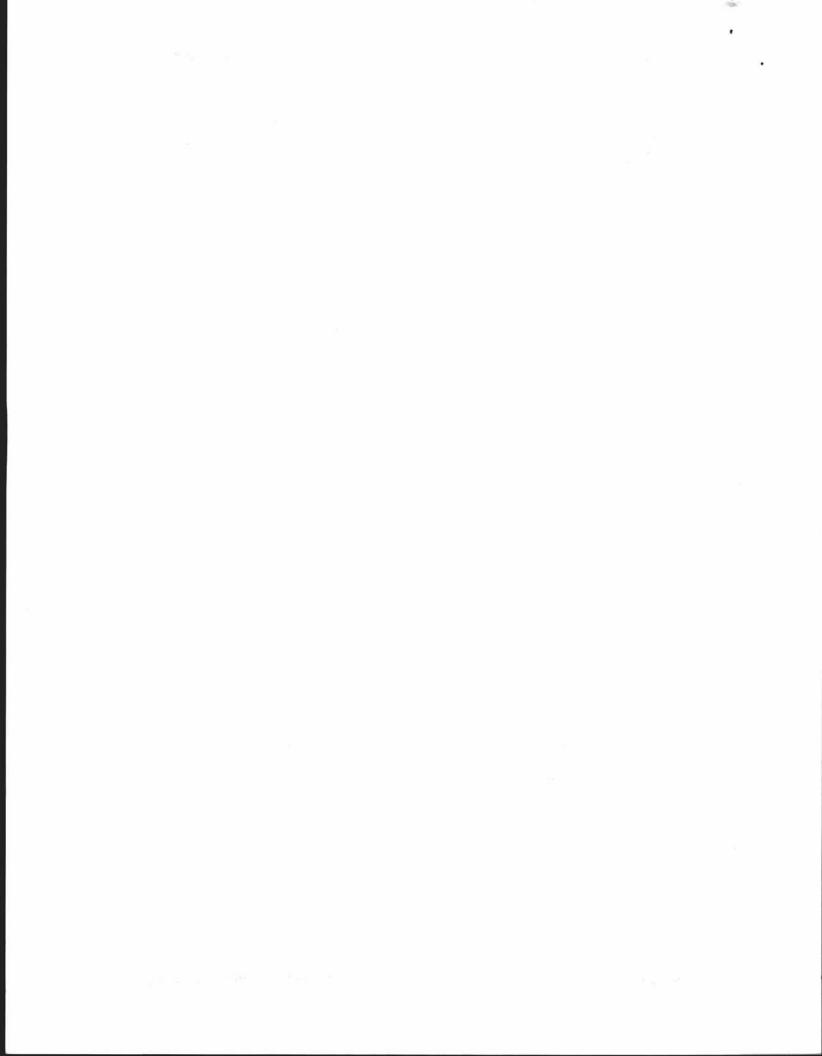


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INDEX

First Section (below) pertains to Union business items.

Second Section (index page 22) pertains to "leaves" including vacation, holidays, etc.

Third Section (index page 30) pertains to employee benefits; such as: hospitalization, overtime, etc.

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AGREEMENT

This agreement entered into this first day of July 1, 1989, between Bedford School District, Monroe County Michigan, here-in-after referred to as the "employer" and Local 2071 affiliated with Council #25 and the American Federation of State, County and Municipal Employees, here-in-after referred to as the Union."

ARTICLE 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 union and the community. To these ends, the employer and the union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees. All parties to this agreement recognize and subscribe to the principle that the interest of the students and the citizens of the school district are significant, and neither the employer nor the employees can maintain community respect in the absence of excellent and dependable service. NOTE: the headings used in this agreement and the exhibits neither add to, nor subtract from the meaning but are for reference only.

ARTICLE 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 union as the exclusive representative of all custodial and maintenance employees, and all substitute custodians who work 20 hours average per week for any consecutive 27 weeks and, excluding substitutes who do not meet the above definition and temporary employees and exclusive of secretaries, clerks, supervisory, administrative and instructional personnel, 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.

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

ARTICLE 3 - Union Security

A. During the term of this agreement, any employee who is a member or becomes a member of the union after his/her probationary period, shall maintain his/her membership as a condition of continued employment. B. All present employees who are not members of the union shall, within sixty (60) calendar days of the execution date of this agreement, and all future employees who do not join the union shall, at the expiration of their probationary period, pay a service fee to the union as a condition of continued employment for the term of this agreement, either directly or through the checkoff provisions as set forth in Article 5, on the following basis:

The service fee shall be the equivalent amount of the regular monthly dues of the union.

- C. The union shall impose no discriminatory qualifications for membership by reason of race, color, religious creed, sex, age, national origin, and the union shall grant to all members equal voting rights.
- D. Employees who fail to comply with this article shall be discharged within thirty (30) days from the date of written notification from the union.
- E. The union will protect and save harmless the Board from any or all claims, demands, suits, and other forms of liability by reason of action taken by the Board or its designated agent for the purposes of complying with this article.

ARTICLE 4 - AID TO OTHER UNIONS

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

ARTICLE 5 - Union Dues and Initiation Fees

Upon filing with the employer of a written request authoriz-Α. ing payroll deduction, substantially in accordance with the form set forth immediately hereafter, signed by the individual employee, the employer will, pursuant to its terms, during the term of this agreement, deduct union membership dues levied in accordance with the constitution and by-laws of the union from the pay of such employee. Check-off deductions shall be deducted from the pay of the employee in the month immediately following execution and filing of the authorization for payroll deduction and from the first pay of each month thereafter. Beductions for any calendar month shall be remitted to the union financial officer whose written designation has been filed in the employer's office. as soon as possible after the tenth (10th) day of the succeeding month. An employee shall cease to be subject to

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check-off deductions beginning the month in which he/she is no longer a member of the bargaining unit. The local union will be notified by the employer of the names of such employees following the end of each month in which the termination took place.

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B. Form for authorization for payroll deductions:

AMERICAN FEDERATION OF STATE, COUNTY, MUNICIPAL EMPLOYEES AFL-CIO COUNCIL 25 LOCAL 2071

Authorization for Payroll Deduction Service Fee

Employee	Name:
Employer	Name:
Effective	Date:

I hereby request and authorize you to deduct from my earnings a service fee once each month to be paid over to the treasurer of AFSCME. The amount deducted shall be based upon the amount specified in Article 3 of the collective bargaining agreement.

Employee's Signature:_____ Number & Street Address:_____ City and State:_____

Authorization for Payroll Deduction

Employee	Name:
Employer	Name:
Effective	e Date:

I hereby request and authorize you to deduct from my earnings the current initiation fee being charged AFSCME, Local Union No. 2071, and effective the same date to deduct from earnings each month a sufficient amount to provide for the regular payment of the current rate of monthly union dues, as certified by the union. The amount deducted shall be paid to the treasurer of Local 2071 of the American Federation of State, County and Municipal Employees. This authorization shall remain in effect unless terminated by me by written notice to the union and the employer within thirty (30) days immediately preceding the termination of my employment, or the termination date of the existing agreement.

Emp.	loy	ee's Signature:
Number	ર:	Street Address:
		City and State:

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ARTICLE 6 - Stewards and Representation

- A. The employees shall be represented by stewards as follows: One steward shall be elected to represent all custodial and maintenance employees. An alternate steward may be appointed by the president of the union or his/her designated representative to replace the regular steward in the event of extended illness or absence.
- B. To qualify for a stewardship, the employee shall have at least one year's seniority.
- C. The union 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.
- The Board will provide the Union with ten (10) ten day F. per contract year to be used at the discretion of the Union. The Union may charge time spent in collective bargaining, special conferences, grievance hearings, and other Union business to these days. Any additional time for meetings for collective bargaining, special conferences, grievance hearings, shall occur during non-working hours. The employer will receive twenty four (24) hours advance notification for activities other than special conference, collective bargaining, and grievance hearings. The union may accumulate and carry up to fifteen (15) days. Authorization for the use of these days for activities specified shall be by written letter from the local president. The employee authorized to use said days shall receive his/her full pay and benefits.

ARTICLE 7 - Special Conferences

Special conferences for important matters may be arranged between the local president and director of personnel and employee relations or his/her designated representative upon request of either party. Such meeting shall be between the employer and at least two (2) representatives of the union. Arrangements for such special conference shall be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in the special

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conferences shall be confined to those included in the agenda. Conferences shall be held monthly on a mutually agreeable date. The members of the union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the international union and/or the Council.

In addition to special conferences by request, the union and employer agree to meet in special conference on the second Tuesday of each month at 3 p.m. The employer and the union shall restrict their committees to no more than five (5) members each.

ARTICLE 8 - Grievance and Arbitration

- A. 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.
- B. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the employer and the union.
- C. 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

The union steward and/or aggrieved employee shall, within twenty (20) working days of the occurrence or of any grievance, present the grievance in writing to the supervisor of buildings and grounds. The supervisor of buildings and grounds shall attempt to adjust the matter and his/her written response to the union steward and aggrieved employee shall be made within five (5) working days after receiving notification that a grievance exists.

STEP 2

If the grievance has not been settled at Step 1, it shall be presented in writing by the union steward and/or aggrieved employee to the director of personnel and employee relations within ten (10) working days after the response of the supervisor of buildings and grounds. The director of personnel and employee relations shall respond in writing to the union steward and aggrieved employee (with a copy to the local union president) within fifteen (15) working days after receiving the grievance.

STEP 3

If the grievance is not settled at Step 2, the union may request the services of a mediator from the Employment Relations Commission within twenty (20) working days of the date an answer was due in Step 2. Mediation shall not exceed twenty (20) working days from the date of the first mediation session.

STEP 4

If the grievance is still unsettled the union may within thirty (30) working days after Step 3 is completed, and by written notice to the other party, request arbitration.

A request for a list of arbitrators will be made to the American Arbitration Association by the union. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.

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 will 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, union and employer. The fees and expenses of the arbitrator shall be shared equally by the parties.

- D. All grievances shall set forth specifically the act or condition or conditions and the grounds on which the grievance is based. If the grievance is claiming a breach of contract, the grievance shall set forth specifically the Article and Section of the contract which is deemed to have been broken.
- E. Stewards may, with the consent of the employer, investigate grievances during the steward's working hours without loss of pay. Beginning with Steps 3 and 4, the employer agrees that the steward, aggrieved party and the local president shall not lose time for any time spent at those steps of the grievance procedure. Meetings called for in steps 3 and 4 shall be at a mutually agreed time.
- F. The grievance at Steps 1 and 2 shall be answered by the employer with a statement of his reasoning and shall set forth his answer to the grievance.

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- G. The parties agree that all meetings held between the local union and the employer shall be open to a representative of the Council and/or International Union.
- H. The time limits set forth in Steps 1 and 4 may be extended by mutual written consent of the parties.
- I. Should the union fail to appeal a grievance within the time limits, the matter shall be deemed settled on the basis of the employer's last answer.

ARTICLE 9 - Maintenance of Standards

The employer agrees that all clearly established, continuous and recognized conditions of employment in his 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, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in the 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 union in applying the terms and conditions of this agreement if such error is corrected within three (3) month from the date of error.

The party alleging a violation of a past practice as defined herein shall bear the burden of proof that the practice has been violated.

Notwithstanding Section 8, Grievance and Arbitration, Step 4, the party who is found by a arbitrator to have violated said practice shall be solely responsible for the fees and expenses of the arbitrator.

ARTICLE 10 - 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.

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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 union 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 11 - Strikes and Lockouts

- A. During the term of this agreement, the union agrees that it or the employees shall not authorize, sanction, 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 school district.
- B. In the event of any such violation of this Article, the Union 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.
- D. Upon enactment of a law giving bargaining unit employees the right to strike, nothing contained in this agreement shall conflict or interfere with said right to strike.

ARTICLE 12 - Discharge

- A. The employer shall not discharge any employee without just and stated cause. 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 union and/or employee, the union and/or employee shall have the right to file a grievance beginning at the second step of the grievance procedure.
- C. Step 3 Mediation shall be an optional step to the union.

- D. This provision is not applicable to an employee during his probationary period.
- E. The employer shall limit his use of the employee's past record in regard to prior discipline to a period of one and one half (1 1/2) years.

ARTICLE 13 - Discipline

- A. The employer shall not discipline an employee without just and stated cause. In so disciplining an employee, written notice of the complaint must be given to the employee within five (5) working day of occurrence. A copy of such notice shall also be given to the steward. Unless such written notice is given to the employee, it may not be used as evidence against such employee by the employer.
- B. The employer shall limit use of the employee's past record in regard to prior discipline to a period of one and one half (1 1/2) years.
- C. The union and/or employee may take up a discipline at Step 1 of the grievance procedure if they feel said discipline was unjust.

ARTICLE 14 - Seniority

- A. PROBATIONARY EMPLOYEES
 - Seniority shall commence after sixty (60) days 1. worked and shall be retroactive to the date the employee commences regular full time work. If more than one employee commences work on the same day, the order of hiring shall determine the order of seniority. A new employee shall work under the provisions of this agreement but shall be employed on a sixty (60) days worked trial basis, during which period he/she may be discharged without further recourse, provided, however, that the employer may not discharge for the purpose of evading this agreement or discriminating against a union member. After sixty (60) 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.
 - The first premium of hospitalization insurance for a probationary employee shall be paid by the employer for the month in which the employee shall have accrued thirty (30) working days probation
 - 3. 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 he completes the probationary period.
 - 4. A probationary employee must work twenty (20) days before he is entitled to holiday pay.

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B. TEMPORARY EMPLOYEES

- Temporary employees (maximum of 6) are those employees hired to work from June 1 through August 31 for the purpose of assisting the regular workforce. The union will be notified of the name of the temporary employees and location, and date of hire.
- 2. Temporary employees shall not accrue seniority.
- Temporary employees shall be outside the coverage of the contract.
- Temporary employees shall not be used to avoid posting a full time position which is vacant as described in Article 15 entitled Promotions and Transfers.
- C. SENIORITY LISTS
- Seniority shall not be affected by the race, sex, marital status, color, religious creed, age, ancestry or dependents of the employees.
- 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 up-to-date copies every six (6) months.
- Upon written request from the union president the employer shall provide an up-to-date copy of the seniority list to the president.
- D. LOSS OF SENIORITY RESULTING IN TERMINATION

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

- 1. resignation,
- discharge -- by the employer not reversed by the grievance procedure,
- voluntary quit -- absence from work three (3) consecutive days without notification. Exceptions shall be made in proper cases.
- E. EMPLOYEE LEAVING THE BARGAINING UNIT

If an employee works for the employer in a position outside the bargaining unit, he shall lose all seniority after six (6) calendar months in the non-bargaining unit position. If he/she returns within six (6) calendar months he/she shall return to this former position with accumulated seniority.

ARTICLE 15 - PROMOTIONS AND TRANSFERS

- A. A promotion is an upward change in job classification within the unit which results in additional compensation for additional duties or responsibilities performed during the regular work day.
- B. A transfer is a lateral change within a classification where there is no additional, or increase in, compensation. For example: a movement to another building or to another job within the classification falls into the definition of a transfer.
- C. During the year when a vacancy occurs the employer shall post for the bidding of said vacancy with the classification, building, location, payrate, and hours. Job bid will be posted on the second working day after the vacancy occurs, for five (5) working days. Within an additional ten (10) working days the employee applying with the most seniority shall be awarded the posted job and assume the pay rate and job description of said job. The union president shall be authorized to place the name of an employee on the bid sheet who is off due to vacation.

The successful bidder will have a thirty (30) working day break-in period unless he/she has previously held the job. On or before the thirtieth (30th) working day if the employee does not want the new job, he/she will revert back to the job he/she vacated. The name next in seniority on the bid list will be granted the job break-in period.

Application for job bids will be filed with the personnel Director's office within the five (5) day posting date. Seniority will be the governing factor on all jobs provided they have the ability to perform the job.

- D. Notice of postings shall be given to the chief steward or his/her alternate who shall post at a conspicuous place (bulletin board of each building) so that all eligible employees will receive notice of the vacancy or new position open for bid.
- E. The employer retains the right to determine the method of selection in reference to a foreman's position;

however, if the person selected is from this bargaining unit, the following shall prevail: if an employee so chosen fails to qualify for such foreman's position within thirty (30) working days, he shall be returned to his 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 foreman's position and continues in said position, the new hourly rate shall be retroactive to date of initial promotion.

F. An employee may exercise his rights to refuse promotion or transfers of a promotional nature without loss of seniority or bias.

ARTICLE 16 - JOB OPENINGS, TRANSFERS AND TEMPORARY EMERGENCY ASSIGNMENTS

- A. In the event an employee is transferred from one position to another in the same classification the hourly pay rate will remain the same as was paid in the position the employee formerly occupied. If an employee is transferred to a lower classification at the employee's request or at the convenience of the district, the employee will receive the hourly rate called for in the classification the employee is assigned.
- B. A regular 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 regular employee taken from his/her regular work temporarily to perform other duties paying a lower rate shall receive the rate of his/her regular job.
- D. When an employee is known to be absent for a period of more than sixty work days, then the employer agrees to post the position the second working day following knowledge that the employee would be absent for more than sixty (60) working days; the job will be posted for five (5) working days. Within an additional ten (10) working days the employee applying with the most seniority shall be awarded the posted job and assume the pay rate and job description of said job. The union president shall be authorized to place the name of an employee on the bid sheet who is off due to vacation.

The successful bidder will have a thirty (30) working day trial period unless he/she has previously held the job. On or before the thirtieth (30th) working day if the employee does not want the new job, he/she will revert back to the job he/she vacated. The name next in seniority on the bid list will be granted the job trial period.

Application for the job bids will be filed with the Personnel Director's office within the five (5) days of the posting date. Seniority will be the governing factor in all jobs provided they have the ability to perform the job.

The opening created by the regular employee who bid and was awarded the temporary vacancy will then be filled by a sub.

The employee who is on the prolonged absence shall have the right to return to a position for which his/her seniority and ability allows for a period of time up to a maximum of two (2) years from the date the absence began.

ARTICLE 17 - LAY OFFS

- A. The word "lay-off" means a reduction in the work force due to a decrease of work or lack of operating funds.
- B. In the event that it becomes necessary to temporarily reduce the working force, employees shall be laid off and recalled according to seniority, provided the senior employee has the ability and the qualifications to perform the job. On lay-offs, temporary, probationary, and substitute employees, full and part time, shall be laid off first. Then bargaining unit substitutes to be laid off before regular full time employees. It shall be further understood that in the event of a lay-off, the union 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.
- C. Employees to be laid off shall have at least two (2) weeks notice of the lay-off. The local union president shall receive a list from the employer of the employees being laid off on the date the notices are issued to the employees.
- D. 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 can perform.
- E. In any reduction of personnel, all employees over

seventy (70) years of age will be retired before affecting other employees starting with the oldest employee and continuing thus until all employees of seventy (70) years of age have been retired. Retirement age of custodial and maintenance employees shall be seventy (70) years of age and retirement will become effective at the end of the fiscal year in which the employee becomes seventy (70) years of age.

- F. Employees who are displaced because of job elimination or lay-off shall have the right to replace other workers with less seniority.
- G. If it comes to a lay-off, full time employees will have first choice to work as a substitute, at their regular rate of pay and benefits.

ARTICLE 18 - Recall Procedure

When the working force is increased after a lay-off, the employees shall be recalled according to seniority, provided the senior employee has the ability and qualifications to perform the job. 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. Failure to conform to this provision shall mean that the employee shall be considered to have severed his/her employment.

ARTICLE 19 - Line of Responsibility

- A. Custodial employees shall be directly responsible to the head custodian of the building to which they are assigned. The head custodian shall be directly responsible to the custodial foreman.
- B. Employees in buildings which do not have a head custodian shall be directly responsible to the supervisor of buildings and grounds.
- C. Maintenance and utility employees shall be directly responsible to the supervisor of buildings and grounds.
- D. Warehouseman shall be directly responsible to the director of business services.

ARTICLE 20 - Substitute Employees

1. A bargaining unit substitute is defined as one who works 20 hours average per week for any consecutive 27 weeks.

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2. A non-bargaining unit substitute is defined as one who does not meet the above definition.

3. A bargaining unit substitute's name shall be maintained on a separate list, entitled bargaining unit substitutes. Seniority commences and begins to accrue on the date the employee becomes a substitute bargaining unit member. Bargaining unit substitutes will be assigned to fill in for temporary vacancies and day to day absences of regular employees before a non-bargaining unit substitute. Such assignments shall be made on a rotation system, but a bargaining unit sub shall remain in the job until the regular employee returns. A bargaining unit substitute is expected to be available for work and may not refuse to accept assignments.

4. Bargaining unit substitutes are not eligible to receive fringe benefits or paid leaves as contained in this collective bargaining agreement, except for holidays as contained in Article 30.

When a permanent vacancy exists, and the bid procedure 5. has been completed by the regular full-time employees as per Article 15 - Promotions and Transfers - then the bid shall be posted for any remaining vacancies to which bargaining unit substitutes may apply. The employee applying with the most substitute bargaining seniority shall be awarded the position. The selected employee shall serve a thirty day working day probationary period. On or before the thirtieth working day, if the employee does not want the new job he/she will revert back to the substitute bargaining pool; or on or before the thirtieth working day if the employer does not want the employee in the new job, he/she will revert back to the substitute bargaining pool. In either instance, the next employee applying with the most substitute bargaining seniority will be granted the new job for the thirty working day trial period, according to the terms contained in this section. If the implementation of the above article is deemed to be arbitrary, capricious, or discriminatory, this action may be grieved to the mediation step of the grievance procedure. (step 3)

6. Bargaining unit substitutes will be paid the starting rate contained in the contract. That rate remains in effect until the employee is awarded a vacancy in accordance with Section 5 of this article. On the thirty-first working day, the employee would then move off the starting rate and up the pay scale.

ARTICLE 21 - SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to good faith negotiation between the employer and the union. They shall be ratified or rejected by the union membership within a period of thirty (30) days following the conclusion of negotiations.

ARTICLE 22 - RECORD EXAMINATION

The employer may allow the proper accredited union 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.

ARTICLE 23 - BULLETIN BOARDS

- A. The employer shall provide space on bulletin boards in each building. Space will be reserved for the following:
 - 1. Notice of union meetings,
 - Notices of union elections and their results, where said notice pertains to Local 2071,
 - 3. Notices of union recreational and social events.
- B. The union 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 24 - SAFETY

- A. 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.
- B. 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.
- C. When there is a question as to whether the equipment is or is not in a safe operating condition, the local union president and the supervisor of buildings and grounds 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 his/her health or

safety. If the matter remains unsettled, the employee and/or union would have the right to proceed with the complaint through the grievance procedure beginning at Step 2.

- D. No employee shall be asked to engage in any work of danger that takes trained personnel; i.e., bomb scare, high voltage lines, etc.
- E. There will be an emergency telephone bell hookup in all buildings after the switchboard is closed.
- F. 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. Fortyfive dollars (\$45) per calendar year will be allowed toward the purchase of regulation safety shoes. 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.
- G. The Board will purchase two (2) uniforms a year for maintenance, utility and warehouse employees, not to include cleaning, etc. Board will provide information for purchase of same.

ARTICLE 25 - PHYSICAL EXAMINATIONS AND TUBERCULOSIS TESTS

- A. If a physical examination 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 the business office is presented with a statement from the doctor. The report of physical examination must be returned to the Personnel Office 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 supervisor of buildings and grounds.

ARTICLE 26 - 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:

- manage and control its business, its equipment, and its operations and direct the working forces and affairs of the entire school system within the boundaries of the school district of Bedford;
- 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;
- determine the qualifications of employees, including physical conditions.
- 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 provision of this Master Agreement.
- D. The Board agrees it will not subcontract work which will result in a reduction of the regular staff.

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ARTICLE 27 - LEAVES OF ABSENCE

- a. Leave of absence without pay may be granted for any reasonable causes. These leaves are to be agreed upon by the employer and the union. The maximum leave of absence shall not exceed two (2) months. No leave shall be granted to obtain other employment.
- B. 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, not on leave of absence without pay. When the employee returns to work, he/she will be placed in his/her former position. Without clearance from the school physician, the employer shall not be required to reinstate any person who is not physically capable of performing the duties applicable to his/her position. However, if there is a position for which the employee can perform, the parties shall meet in special conference to resolve the issue.
- C. Employees may be granted a leave of absence without pay, not to exceed one month in a calendar year, for education purposes for attending conferences, seminars, briefing session, or other functions of a similar nature that are intended to improve or upgrade the individual's skills or knowledge with reference to his/her work or position. Such leave, however, shall be limited to no more than three (3) employees per year.
- D. MATERNITY LEAVE An employee who is an expectant mother shall be granted a leave of absence not to exceed one (1) year. It may be renewed, upon written request, for an additional one (1) year, with the approval of the director of personnel and employee relations. Expectant mothers shall request a leave in accordance with the written recommendations of their physician.

PARENTAL LEAVE; An employee who, having completed five (5) years of service, adopts a child or acquires a family by marriage or assumes the legal responsibility of a family, may be granted a leave of absence not to exceed one (1) year.

E. UNION BUSINESS - A member of the union selected by the union to participate in union business, conferences, seminars or conventions, shall be granted a leave of absence without pay at the request of the union, provided at least two (2) weeks' notice is given. A leave of absence for such union 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.

- F. All employees granted a leave of absence for one month or more shall notify the employer of his/her intention to return to work within five (5) working days of the expiration date of the leave of absence (except for maternity leave as set forth above.)
- G. An employee may return to work prior to the expiration of a leave of absence, provided the employee gives the employer at least three (3) working days' notice of his/her desire to return.
- H. 1. Any request for a leave of absence shall be submitted in writing by the employee to the employer. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.
 - Authorization for a leave of absence shall be furnished to the employee by the employer and it shall be in writing.
 - Any request for a leave of absence shall be answered promptly.
 - 4. In addition to accruing seniority while on any leave of absence granted under the provisions of this agreement, employee shall be returned to the position he/she held at the time the leave of absence was requested.
 - 5. Upon the employee's return from a leave of absence, he/she will receive all seniority rights and all benefits shall be based on his/her total length of service which shall include his/her leave time.
- I. Absence for other than illness may be granted on approval by the supervisor of buildings and grounds, 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.

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ARTICLE 28 - MILITARY SERVICE

Any employee in the custodial and maintenance department 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 to 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 this service to the director of personnel and employee relations. Reimbursement under this paragraph shall be limited to two (2) weeks.

ARTICLE 29 - 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 his/her accident shall suffer no loss in pay.

ARTICLE 30 - HOLIDAYS

A. The following named holidays shall be paid for at the rate of eight (8) times the regular hourly rate of pay in addition to any monies earned by the employee on such holidays: New Year's Day, Presidents' Day, Friday before Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day following Thanksgiving Day, the day before Christmas and Christmas Day, day before New Year's day, 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.

If the Bedford Public School calendar designates Martin Luther King Day as a holiday, the Custodial Unit will then have Martin Luther King off as a paid holiday.

B. In order to qualify for eight (8) hours of st eight time pay for a holiday not worked, it is provided that the regular employees 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.

 Persons on sick leave without pay are not eligible for holiday pay.

- Employees must be employed by the Board for a period of twenty (20) working days before becoming eligible for holiday pay.
- An employee off work and receiving Workers' Compensation will receive holiday pay for holidays falling within the first 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, he/she shall be granted an additional day to compensate for the holiday.

ARTICLE 31 - VACATIONS

A. Vacation days shall be computed according to the following schedule: each five-week block of employment shall be given credit toward vacation days according to the following index: (weeks must be consecutive but not in sequence)

0 to 6 years of service -	1 day per completed 5-week block of employment.
Over 6 years but less than 14 years of service -	1 1/2 days per completed 5-week block of employment.
Over 14 years of service -	2 days per completed 5-week block of employment.

An employee who is in continuous employment for six (6) months shall have all of his/her employment count toward vacation days. In the event an employee leaves prior to six months of continuous employment, no vacation time shall be allowed.

Employees will make arrangements for their paycheck to be picked up or mailed during vacation periods.

If an employee is laid off or retired he shall be paid for any unused vacation days. Any employee who quits after two (2) years of service shall be paid for any unused vacation days. Time off without pay shall not count toward vacation earnings if the employee is off without pay for the majority of the work week.

ARTICLE 32 - JURY DUTY

A. Any employee who is summoned for jury duty examination and investigation must notify the personnel office within twenty four (24) hours of receipt of such notice. If an employee is summoned and reports for jury duty, he/she shall be paid the difference between the amount he/she receives as a juror and his/her normal week's pay.

Employees shall report for duty on those days of the week when by rule or custom no jury trials are conducted: Monday in Federal court, Friday in circuit court. If an employee is required to sit on a jury, or spend time on a jury panel such employee shall not be required to report to work on those days he/she sits on such jury or panel.

B. To be eligible for jury duty pay differential, the employee must furnish the employer with a written statement from the appropriate public official, listing the dates he/she received pay for jury duty. Any employee found abusing this privilege shall not be entitled to the pay differential.

ARTICLE 33 - OCCUPATIONAL DISABILITY

A. Any employee in any work classification covered by this agreement who has been incapacitated at his 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 he/she can perform.

ARTICLE 34 - SICK LEAVE

The following sick leave policy is applicable to full-time employees covered by this Agreement:

- A. 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.
- B. Sick leave is accumulated on the basis of one day per month of employment.
- C. The number of days of sick leave not used during the year shall be unlimited in accumulation.

- D. Upon retirement, employees shall receive a full days pay for each unused accumulated sick day not to exceed twenty (25) days. Beginning on the 26th day, each unused accumulated sick day will pay 1/2 days pay, not to exceed 100 days.
- E. Upon the death of an employee payment of unused sick leave as per Section D shall be made to the employee's spouse or if the employee is single to the employee's estate.
- F. A medical certificate may be required by the supervisor at the employee's expense as evidence of an employee's illness or injury if the employee is sick or injured for three (3) or more consecutive working days and has exhausted sick leave and vacation days.
- G. An employee who reports on sick leave must notify the home or office of the supervisor of buildings and grounds 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 each day of sick leave.
- H. 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 as: father, mother, brother, sister, husband, wife or child. Absence due to extremely serious illness of a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother or grandfather may also be deducted from these days if the employee chooses.
- I. Employees covered by the terms of this contract may use two (2) days per year for personal business. These days will not be deducted from accumulated sick leave days, however, if these days are not used for personal business days they will be added to the accumulated sick leave days at the end of the fiscal year. 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. A request to use a personal business day must be submitted to the supervisor of buildings and grounds three (3) days prior to its use except in cases of emergency. Employees shall not be required to give a reason for the use of a personal business day.
- J. Sick leave accrued shall not be disturbed in any of the following cases:
 - 1. Absence on leave without pay
 - 2. Transfer from one classification or department to

another.

3. Full time employee recalled from lay-off.

- K. The supervisor of buildings and grounds shall certify to the legitimacy of a claim for compensation for absence.
- L. Days already accumulated by a full time employee prior to the adoption of this policy shall remain in force.
- M. Employees reporting at the beginning of their work period who are forced to leave anytime 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.
- N. In the event of a contagious disease, the employee's reinstatement can be made only after medical clearance.
- O. 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.
- P. If an employee has perfect attendance (nothing charged against sick leave and no time off without pay) he/she will be given one extra day of sick leave for the period from July 1 to December 31 and one day for the period January 1 to June 30.

ARTICLE 35 - FUNERAL LEAVE

- A. Five (5) days funeral leave for each death in the family shall be allowed during a year. Family is defined as: father, mother, brother, sister, husband, wife, child, step-child, stepmother, stepfather, stepbrother or stepsister. These days will not be deducted from earned sick leave. If travel time is necessary, approval for additional days must be obtained from the director of personnel and employee relations.
- B. Absence due to the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather or grandchild may be allowed one day not deducted from an employee's accumulated sick leave days.

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ARTICLE 36 - Reporting Time

Any employee reporting for work on his/her regular scheduled time 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 he/she is being paid.

ARTICLE 37 - 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 38 - WORK WEEK

- A. The work week for all employees on a full-time basis shall consist of five (5) eight (8) hour days.
- B. The work week to start Monday and end Friday except where shift work prevails. Excluded from this section shall be security personnel.

ARTICLE 39 - Call in Time

Any employee called to work outside his/her regular working hours shall receive a minimum of two (2) hours compensation.

ARTICLE 40 - Pay Days

Existing paydays and pay periods shall remain in effect.

ARTICLE 41 - SHIFT PREMIUM PAY

Shift premium pay will not be paid during times when shift workers are temporarily re-scheduled to the day or afternoon shifts, but will be paid for holidays, personal business days, funeral days, sick leave days, when employee is scheduled for the third shift during the normal school year.

ARTICLE 42 - OVERTIME AND PREMIUM ROTATION

- A. Any hours worked over a regular eight (B) 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 supervisor of buildings and grounds, in advance.
- C. All work on Saturday, Sunday and a holiday shall be

paid at the minimum rate of time and a half (1 1/2).

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:

Amount of Time Worked			of Time W	Jorked	Time Allowed Per Day		
0	-	7	minutes	worked	No time allowed		
8	-	15	minutes	worked	15 minutes allowed		
16		30	minutes	worked	30 minutes allowed		
31	-	45	minutes	worked	45 minutes allowed		
46	-	60	minutes	worked	60 minutes allowed		

- E. Overtime will be rotated by building for custodians and by department for maintenance and by department for utility.
- F. All work in excess of fourteen (14) consecutive hours shall be paid at the minimum rate of double time.
- G. When all custodial employees refuse overtime in a building, the overtime shall then go to the utility department; should all utility employees refuse the overtime shall then go to the Maintenance Department.
- H. When all employees in the maintenance department refuse overtime in that department, the overtime shall then go to the utility department.
- I. After the procedures in paragraphs G and H have been exhausted and the overtime remains available, the employer will start at the top of the seniority list and call from the most senior employee down the list until the necessary complement of employees needed has been secured. If no volunteer is obtained, then the school district shall assign the least senior employee(s).

ARTICLE 43 - HOSPITALIZATION

 All custodial personnel shall be eligible for health insurance coverage from the Bedford Public Schools identical to the benefits specified in MESSA Super Care 2's certificate of benefits.

The school district reserves the sole right to select the insurance carrier or, if self insurance, the Administrative Service Organization. Such health insurance coverage shall include the eligible immediate dependents of the custodian. Term life insurance in the amount of \$5000 shall continue, provided it remains part of the MESSA Super Care 2 benefits.

- The Board will pay the full premium for such coverage for full family, self and spouse, self and children or self to June 30, 1992.
- 3. The parties agree that if the Board elects to change carrier or to change to an administrative service organization the following applies:
 - A. The school district shall agree to provide insurance benefits identical to those specified in MESSA Super Med 2's certificate of benefits as of November 1, 1987.
 - Prior to the employer implementing a new carrier Β. or a a new administrative service organization, the employer shall furnish the union with a copy of the certificate of benefits that it intends to have the new carrier or the new administrative service organization furnish. If the union does not believe that such level of benefits is identical to MESSA Super Med 2's certificate of benefits as of November 1, 1987, then the union may proceed immediately to Step 4 of the grievance procedure. Such appeal must be filed within twenty (20) days of the union's receipt by certified letter of the certificate of benefits the employer intends on implementing. The arbitrator shall be limited to an individual with knowledge and experience in such areas.

In any appeal to arbitration the union must list what specific benefit is not identical to that benefit listed in MESSA's Super Med 2's certificate of benefits.

- C. If the insurance carrier or administrative service organization does not pay to the employee a benefit as provided by the MESSA Super Med 2's certificate of benefits (as of November 1, 1987) then the employer shall be liable for such benefit.
- D. The school district agrees that the confidentiality of all claims shall be maintained as if serviced by MESSA. This shall not be construed as limiting the insurance carrier or administrative service organization from requiring documentation or substantiation of any claim.
- E. The employer shall maintain option programs at rates competitive to those offered by MESSA. If

not feasible the parties shall negotiate the option programs.

- 4. If an employee elects not to take the health insurance the board shall provide dental coverage equivalent to Delta Auto +008 and MESSA Vision Care Plan 2.
- 5. The employer will pay a maximum of thirty-eight (\$38) dollars per employee per month for dental coverage. The school board reserves the sole right to select the dental carrier or if self insurance the administrative service organization.
- 6. In the event a custodian dies while in the employ of the Bedford Public School and provided the insurance policy permits continued coverage, the Board will continue to pay its existing health insurance premium payments for two months after death.

ARTICLE 44 - WORKER'S COMPENSATION

Each employee will be covered by the applicable Worker's Compensation laws. 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 45 - RETIREMENT

Employees of the Bedford school district shall be covered by the Michigan Public Schools Employees Retirement Program. The present retirement program (Michigan Public School Employees Retirement Program) shall remain in effect.

GENERAL

- A. LUNCH PERIOD Personnel schedules allow one half (1/2) hour for lunch.
- B. 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. Fersonnel will remain on the site to which they are assigned during their break period.
- C. 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, during lunch period, or with prior approval of the supervisor of buildings and grounds.

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ARTICLE 46 - TERMINATION OF AGREEMENT

This agreement shall become effective July 1, 1989, and remain in full force and effect until June 30, 1992. 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, 1992. 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.

President, Board of Education allor hrouch

Local

NO.

2071

AFSCME Staff Representative

President

AFSCME - CUSTODIANS

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WAGES

July 1, 1989 through June 1992.

	1989-90	1990-91	
Custodian No. 1 & 2			11 IAN - M
Starting Rate	9.40	9.96	10.56
After 30 working days	9.62	10.20	10.81
After 60 working days	9.85	10.44	11.07
Day Custodian	9.92	10.52	11.15
Head Custodian	10.20	10.81	11.46
Maintenance Man	10.20	10.81	11.46
Utility Man	9.92	10.52	11.15

Shift premium for midnight shift is 15 cents (\$.15) per hour.

Board pays the five percent (5%) retirement contribution.

LONGEVITY

Bargaining unit employees will receive payments annually according to the following schedule - payable on their anniversary date.

15	years	\$100	21	years		\$200	
16	years	100	22	years		200	
17	years	100	23	years		200	
18	years	100	24	years		200	
19	years	100	25	years		200	
20	years	100					
			26	years	and	thereafter	\$300

MEMORANDUM OF UNDERSTANDING REGARDING OVERTIME

This entire article affects only Saturdays, Sundays and holidays.

It is agreed between the local union and the Board of Education that the board shall have the prerogative to open and close buildings for the following events, without the services of a custodian on Saturday, Sunday, and Holidays, which events include:

Elementary Boys' Recreational Activities Elementary Girls' Recreational Activities School Athletic Practice Sessions Men's Day in the Gymnasiums Women's Day in the Gymnasiums Elementary Movies Boy Scout Activities Girl Scout Activities Campfire Activities Square Dancing Photogra PTSA (Meetings Only) Saturday Alcoholic's Anonymous Roller S

Photography Saturday Adult Classes Roller Skating

It is understood these events will be properly supervised and no custodial duties will be assumed by any person (*except for reasonable clean-up) other than employees within the bargaining unit in accordance with the contract between the union and Bedford School District.

Groups renting any school facility will have paid custodial help and will be under the sole supervision of the group. The custodian will remain in the activity area.

For groups not renting school facilities, the Board will assign clean-up according to its assessment of sanitation needs.

It is understood between the local union and the Board of Education, that prior to the addition or subtraction of an activity to or from the list, the Director of Personnel and the Union President or his/her designee, and the Chief Steward shall first meet in an effort to mutually agree to the addition or subtraction.

*Note: For the puppose of cleaning off tables only.

Hat a Siliz	8/2/88
Board of Education Member	Date
La Vong lu eikrones	L 7-19-88
President, focal No. 2071	Ares Date
Floyd Stacl	7-19-88
AFSOME Staff Representative	Date

