

12/31/93

Agreement  
between the

BIRMINGHAM BOARD OF EDUCATION

and

COUNCIL NO. 25, LOCAL UNION NO. 1860  
AMERICAN FEDERATION OF STATE, COUNTY,  
and MUNICIPAL EMPLOYEES, AFL-CIO

1991-1993

Birmingham, Michigan

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY



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## AGREEMENT

This Agreement is entered into on this 18th day of June, 1991, by and between the School District of the City of Birmingham of Oakland County, Michigan, (hereinafter referred to as the "EMPLOYER") and Council No. 25, and its affiliate Birmingham School Employees' Local Union No. 1860 (hereinafter referred to as the "UNION"), American Federation of State, County, and Municipal Employees, AFL-CIO.





## ARTICLE I

### PURPOSE AND INTENT

- A. The general purpose of this Agreement is 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, and the Union.
- B. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.
- C. 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.

## ARTICLE II

### AID TO OTHER UNIONS

The Employer will not aid, promote, or finance any labor group or organization, purporting to represent any or all of the employees in the bargaining unit, 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 III

### RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its maintenance, custodial, transportation, cafeteria, and security guard employees, but excluding all head custodians, secondary school cafeteria managers, supervisor of plumbing and heating, supervisor of electricians, supervisor of transportation, supervisor of food services, supervisor of night custodians, supervisor of fleet maintenance, audio visual maintenance chief, central stores foreman, general maintenance chief, noon aides, crossing guards, office clerical employees, supervisors, executives, and professional employees.

## ARTICLE IV

### UNION DUES

- A. If an employee has on file or files with the Employer a written and signed union membership monthly dues payroll deduction authorization form, as set forth in Section H below, the Employer will deduct from his paycheck the current monthly union membership dues until such time as the employee informs the Employer in writing and in compliance with Section E below to discontinue such deductions.
- B. Normally an employee's authorized union membership monthly dues payroll deduction will be made from his paycheck for the first payroll period of each calendar month the employee's written and signed union monthly membership dues payroll deduction authorization form is in effect.
- C. The Employer will deduct from the pay of an employee in any month only the uniformly charged initiation fee and union dues obligation for that month. Also, an employee's unsatisfied union dues deduction obligation for a previous month may be deducted if the Employer is requested to do so in writing sufficiently in advance by the Treasurer of the Union.
- D. All sums deducted by the Employer shall be remitted to the Treasurer of the Union, if practicable, not later than the 20th of the next month.

If the Union requests the Employer to change the present membership dues deduction of an employee, except as provided in Section E, such request shall be effective only if the Union gives the Board thirty (30) days prior and written notice of the change.

- E. An employee may revoke his authorized union membership monthly dues payroll deduction authorization form signed in conjunction with this section from May 1 through the immediately following June 30 during any calendar year this Agreement is in effect.
- F. The Union agrees the Employer shall not be liable for the remittance or payment of any sums other than those constituting actual union dues deductions made from wages earned by the employees as authorized by them in writing. Further, the Union shall protect, indemnify, and save the Employer harmless against any and all claims, demands, costs, lawsuits, and any other forms of legal action or liability that may arise out of, or by reason of, action taken or not taken by the Employer resulting from the implementation of this Article.
- G. The Union agrees that any and all Union and/or employee questions, problems, and/or disputes that may arise or exist related to the operation and/or implementation of Article IV shall not be the subject of a grievance by the Union and/or any employee and shall only be reviewed by the parties informally or in accordance with Article VI, Section E.

Article IV - Union Dues (continued)

H. Authorization for Payroll Deduction.

American Federation of State, County, and Municipal Employees, AFL-CIO  
AUTHORIZATION FOR PAYROLL DEDUCTION

By \_\_\_\_\_  
Please Print Last Name First Name Middle Name

To \_\_\_\_\_  
Name of Employer Department

Effective \_\_\_\_\_ I hereby request and authorize you to  
deduct from my earnings each \_\_\_\_\_ an amount sufficient  
Payroll Period

to provide for the regular payment of the current rate of monthly union dues established by AFSCME Local Union No. \_\_\_\_\_, Council No. \_\_\_\_\_. The amount shall be certified by Local Union No. \_\_\_\_\_, Council No. \_\_\_\_\_ and any change in such amount shall be so certified. The amount deducted shall be paid to the Treasurer of Local Union No. \_\_\_\_\_, Council No. \_\_\_\_\_, AFSCME. This authorization shall remain in effect unless terminated by me from May 1st through the immediately following June 30 during any calendar year this Agreement is in effect.

\_\_\_\_\_  
Employee's Signature Street Address  
\_\_\_\_\_  
City and State

AUTHORIZATION FOR PAYROLL DEDUCTION SERVICE FEE

By \_\_\_\_\_  
Please Print Last Name First Name Middle Name

To \_\_\_\_\_  
Name of Employer Department

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 the Union. The amount deducted shall be based upon the regular monthly dues of the Union, as per Article IV of this Agreement.

\_\_\_\_\_  
Employee's Signature Street Address  
\_\_\_\_\_  
City and State

ARTICLE V

UNION SECURITY

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required as a condition of continued employment to continue to be members of good standing in the Union for the duration of this Agreement.
- B. All present employees who are not members of the Union shall, within sixty (60) 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, as a condition of continued employment, become members of the Union or pay a service fee to the Union for the term of this Agreement either directly or through the Check-Off provisions, as set forth in Article IV, on the following basis:
  - The service fee shall be the equivalent amount of the regular monthly dues of the Union, as provided by the Union's Constitution and Bylaws.
- C. Employees transferred or reinstated into the bargaining unit after the effective date of this Agreement, and covered by this Agreement, shall be required, as a condition of continued employment, to become members of good standing of the Union or pay the service fee for the duration of this Agreement on or before the thirtieth (30th) day following their transfer or reinstatement into the bargaining unit.
- D. An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership, shall be deemed to meet the conditions of this Article. An employee who pays his service fee shall also be deemed to meet the conditions of this Article.
- E. It is further agreed between the parties that in no way shall the Employer be liable for uncollected service fee or union dues from employees not authorizing a payroll deduction for said service fee or union dues.
- F. The Union shall indemnify and save the Employer harmless against any claims, demands, suits, and other forms of liability that may arise by reason of the Employer's complying with the provisions of Article V.

## ARTICLE VI

### STEWARDS AND UNION REPRESENTATION

- A. The employees shall be represented by stewards in the following manner:
1. Custodians-Maintenance. There shall be one (1) chief steward in this group to coordinate the functions of the stewards. There shall be one (1) steward for each high school and middle school, one (1) steward for each four (4) elementary schools, and one (1) steward for the pipe shop, bus mechanics, receiving department, and maintenance department.
  2. Cafeteria. There shall be one (1) chief steward in this group to coordinate the functions of the stewards. There shall be one (1) steward in each high school and middle school. The chief steward will also function as the steward of her school and all elementary schools.
  3. Transportation. There shall be one (1) chief steward in this group who shall also function as the steward.
- B. An alternate steward shall only function and/or be recognized when his steward is absent from work.
- C. The names of all stewards and alternate stewards shall be furnished in writing to the Employer promptly, and such notification shall be within the five (5) school days immediately following their appointment or election. No steward or alternate steward shall be recognized by the Employer or act on behalf of the Union until the Employer has been so notified.
- D. Stewards and alternate stewards, during their working hours and without loss of compensation, may investigate and present grievances to the Employer. Before entering upon such Union business, stewards and alternate stewards shall advise their immediate supervisor. Approval for the steward or alternate steward to leave his job assignment for a reasonable period of time to complete his Union business will not be unreasonably withheld with the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Any alleged abuse by either party will be a proper subject for a Special Conference.
- E. Special conferences for important matters will be arranged between the local president and the Employer's designated representative upon the request of either party. Unless otherwise agreed, such meetings, at mutually agreed to times and places, shall be attended by up to three (3) representatives of the Employer and the Union. Unless otherwise agreed, arrangements for such Special Conferences shall be made at least twenty-four (24) hours in advance. An agenda of the matters to be taken up at the meeting together with the names of the conferees representing

## Article VI - Stewards and Union Representation (continued)

the requesting party shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. Such conferences shall be held during regular work hours. Members of the Union shall not lose time or pay for time spent in such Special Conferences, and no additional compensation will be paid to such employees for time spent in such conferences beyond regular work hours. A representative of Council No. 25 and/or a representative of the International Union may attend the Special Conference at the request of either party. When mutually agreed on in writing and more than three (3) employees shall be affected, the employees affected may choose three (3) additional representatives to attend the Special Conference.

## ARTICLE VII

### DISCIPLINE

- A. The Employer shall have the right to discipline, suspend, or discharge an employee for proper cause. The parties recognize, where practicable, the principles of progressive discipline will be implemented, except in the cases of serious or gross violations, such as assault, theft, and immoral or indecent conduct.
- B. The Employer will notify the employee in writing of any disciplinary penalty he receives. Such notice to him shall also set forth the reason(s) for the Employer's action. The steward will also be sent a copy of this notice. The local union president shall receive copies of suspensions and terminations at such time as notice is given to the employee. The steward, local union president, or chief steward should be present at the time disciplinary action is imposed. This may be the request of the Employer or the Union.
- C. If the Employer determines that there is or may be proper cause for the discharge of an employee but it wants to review the matter further, the Employer may elect to first suspend the employee for up to five (5) working days prior to the determination of the Employer's final decision on the matter. If, following such a suspension, the Employer's final decision is to give the employee a disciplinary layoff rather than a discharge, any days he is so suspended will be counted in the total number of days of his discipline.

An employee who is discharged who elects to contest the Employer's decision or the Union may file a written grievance beginning at Step 3 of the grievance procedure set forth in Article VIII.

## Article VII - Discipline (continued)

- D. Any employee found to be unjustly suspended and/or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.
- E. The Union agrees the Employer shall have the unconditional right to terminate a probationary employee. Article VIII shall not be applicable to or be utilized to protest the Employer's termination of a probationary employee.
- F. Upon request, an employee's personnel file may be reviewed by the employee.

## ARTICLE VIII

### GRIEVANCE PROCEDURE AND ARBITRATION

- A. A grievance is defined to be a complaint by an employee within the unit based upon an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of this Agreement. This grievance procedure shall not be applicable to any situation where the employee has a remedy to a governmental agency, where the Employer is without legal authority to take the action sought, or to remedy a complaint where the matter complained of is not covered by this Agreement.
- B. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any supervisory or administrative personnel and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and the Union has been given the opportunity to be present at such adjustment. Likewise, nothing contained herein shall preclude the Employer from utilizing the grievance and arbitration procedures set forth herein in connection with grievances as defined above. Further, the Union may at its discretion file a grievance with or without the grievant. The Employer or any of its authorized representatives may file a grievance beginning at Step 2 through Step 4 against any employee and/or the Union.
- C. Grievances shall be settled in the following manner:

#### Step 1

An employee with a grievance will first discuss it with his immediate supervisor with the objective of resolving the matter informally. The steward may be present during the discussion.

## Article VIII - Grievance Procedure and Arbitration (continued)

### Step 2

If the grievance has not been settled, it shall be reduced to writing and presented, within five (5) working days, to the department head or his designated representative. The department head or his designated representative shall forthwith endeavor to meet and adjust the grievance with the employee and his steward. Within five (5) working days after such meeting, the department head or his designated representative shall give his answer, in writing, to the employee and his steward. Grievances arising from an action beyond the jurisdiction of an immediate supervisor will begin at Step 2.

### Step 3

If the grievance remains unadjusted, it may be presented in writing by the steward or Union representative to the Superintendent of Schools or his designee within five (5) working days after the response of the department head. The Superintendent or his designee will endeavor to set up a meeting to discuss the grievance within five (5) working days. Such Step 3 meeting shall include the local union president or his designee and may be attended by a representative of Council 25. Within five (5) working days after such meeting, the Step 3 answer shall be rendered in writing to the Union representative, with a copy to the local union president.

### Step 4

Arbitration. If the grievance is still unsettled, either party may, within fifteen (15) days after the Employer's answer, and by written notice to the other party, request arbitration.

Within ten (10) working days after such notice to arbitrate, the Union and the Employer shall endeavor to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for a list of arbitrators will be made to the American Arbitration Association by the party seeking arbitration within the next ten (10) working days. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an 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 of facts, reasoning, and conclusions on the issues submitted.



Article VIII - Grievance Procedure and Arbitration (continued)

The power of the arbitrator stems from this Agreement, and his function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he have any power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Union, and the grievant, provided that the arbitrator shall not substitute his judgment for that of the Employer or of the Union.

The costs of the arbitrator's services, including expenses, if any, shall be borne equally by the parties.

- D. No grievance shall be processed unless it is presented within eight (8) working days of its occurrence or knowledge of its occurrence. The time limits set forth above in Steps 1 through 4 may be extended in writing for good cause shown or mutual consent of the parties. Time limits set forth herein or agreed upon shall be considered as substantive, and failure to conform to them shall mean default by the party failing to conform.

ARTICLE IX

STRIKES AND LOCKOUTS

- A. The Union agrees that it and all employees shall not authorize, sanction, condone, or participate in any strike. Strikes shall include unanticipated absences in a significant number, mass absences or similar tardiness or attendance conditions as determined by the Employer. Strike shall also mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part or interference with the full, faithful, and proper performance of the duties of employment for any purpose whatsoever.
- 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 by:
1. Delivering to the Employer a notice addressed to all employees repudiating such acts of the employees and advising them to cease such acts and return to work.
  2. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.

Article IX - Strikes and Lockouts (continued)

- C. The parties agree that an employee who commits any violation of this article may be disciplined by the Employer.
- D. No lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE X

WORKING HOURS AND OVERTIME

- A. It is understood and agreed that the regular work week of all employees, except cafeteria employees and ten month bus drivers, shall consist of a forty (40) hour week to be worked in five eight (8) hour days, exclusive of meal periods. The work week for cafeteria employees shall consist of a thirty (30) hour week to be worked in five six (6) hour days, exclusive of lunch periods. The bus drivers' work week shall consist of twenty five (25) hours per week, to be worked in regular scheduled five (5) hour days, Monday through Friday. This provision is not to be construed, however, as either a guaranteed minimum or maximum work day or work week.

Prior to his timely departure on his initial run each work day, the bus driver shall efficiently complete a state mandated and/or Employer required 15 minute bus safety check on the vehicle he is assigned to drive. For fulfilling this responsibility, the bus driver will be paid one-quarter (1/4) hour at his current straight time hourly rate. However, other than as mandated by the state, the driver shall not be required to perform any safety check or correction under the hood, except in the case of an emergency. This one-quarter (1/4) hour allowance will be granted for any day a bus driver receives compensation.

- B. Time and one-half (1.5) the employee's regular straight time hourly rate shall be paid for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week, and for Saturday, but there shall be no pyramiding. A day shift bus driver's field trip and athletics run hours worked after 5:00 p.m. will be paid at the rate of time and one-half.
- C. For cafeteria employees, time and one-half (1.5) the employee's regular straight time hourly rate shall be paid for all hours worked over eight (8) hours and after 4:00 p.m. The payment of time and one-half (1.5) for hours worked after 4:00 p.m. is not operative for and does not apply to any cafeteria employee who is regularly assigned to and/or works the afternoon shift. Also, Employer required and scheduled cafeteria in-class training time shall be paid at straight time, except for those hours that are in excess of eight (8) straight time hours of combined

Article X - Working Hours and Overtime (continued)

work and/or in-class training time on any one (1) work day period. Such excess hours on those work days will be paid at time and one-half (1.5).

- D. It is understood by the parties that used and paid for sick leave shall be considered as time worked. Holidays, leaves for Union business, and vacations shall also be considered as time worked. All other leave or time off, whether paid or not, shall not be considered as time worked.
- E. Except for those employees assigned to check buildings on Sundays and holidays, a premium rate of double time the employee's regular straight time hourly rate shall be paid for work on Sundays and holidays. On holidays, it shall be in addition to the holiday pay as set forth in Article XXII. Employees assigned to check buildings on weekends or holidays shall receive time and one-half (1.5) their straight time hourly rate in addition to the holiday pay.
- F. An employee who is called back to work due to some emergency after having completed his scheduled work day shall receive a minimum of two (2) hours' work or pay at one and one-half (1.5) times his regular straight time hourly rate or double time for Sundays and holidays. This provision shall not apply to hours worked beyond a scheduled work day where such hours are continuous.
- G. Except in an emergency situation, when outside overtime is required, it shall be rotated among the employees within each classification in each building or department, provided, however, the employee is able to perform the overtime work. New employees upon completing probation, or employees assigned to different buildings or departments, shall be placed at the bottom of the overtime list and charged with the same amount of overtime hours of the employees with the highest overtime hours. All bus drivers' hours, beyond those regularly assigned and worked, shall be rotated in the transportation department, according to Section 1 of this article.

As an exception to the foregoing, overtime in the Maintenance Department will be rotated among the employees assigned to its various work groups. They are as follows: Carpentry/Masonry, Electrical, Grounds, Painting, Plumbing/Heating.

Additional employees necessary to work overtime in a work group will be selected from among employees assigned to the other work groups based on the lowest overtime hours, the qualifications required to perform the work and seniority.

- H. When daily overtime is used to replace an absent employee, except when the employee's absenteeism is due to vacation, or any leave of absence, the absent employee will be charged the highest number of overtime hours worked for this reason.
- I. No overtime or field trips can be refused without sufficient reason if the employee receives at least two (2) days' notice thereof. If an employee fails to work the overtime or field trip, he shall be removed from the rotation list until his return is agreed upon by the Union and the Employer.

Article X - Working Hours and Overtime (continued)

- J. If all the employees on the list refuse to work the overtime, the Employer may require the overtime to be worked by the employee(s) with the least seniority in the classification possessing the qualifications and/or ability required.
- K. Records of overtime worked shall be posted on the bulletin board and kept current.
- L. 1. Kindergarten and shuttle bus runs will be assigned at the beginning of the school year by seniority of the bus drivers. Special education and kindergarten bus drivers will be paid a minimum of one and one-half (1.5) hours straight time for runs that are one way and two (2.0) hours straight time for runs that are both ways. A sub shuttle or sub kindergarten driver will be paid a minimum of two (2.0) hours straight time for runs that are one way and two and one-half (2.5) hours straight time for runs that are both ways.
2. The remaining bus drivers will be assigned field trips and miscellaneous unscheduled bus driving occurring during the school day as follows:
- They will be put on a rotation basis, originally by seniority, and thereafter rotated by equalizing hours worked or charged for all such field trips and miscellaneous unscheduled bus driving.
3. All seniority bus drivers, shall be placed on a field and athletic trips list for those occurring after regular bus driver school day hours and on Saturday, originally by seniority and thereafter by equalizing such hours worked or charged for all such field and athletic trips. A bus driver shall not be charged for having refused such field or athletic trips if they occur during the time of his regularly scheduled hours.
4. An employee who is on a leave of absence shall remain on the list set forth in L.2 and L.3, above, and be charged for trips not taken for the first 30 calendar days of the leave.
- A seniority bus driver may sign a written waiver of refusal of all field and athletic trips he would have otherwise been offered. The bus driver's written waiver shall be operative for the school year during which it is signed. However, once during the school year he may revoke his waiver by giving ten (10) work days advance written notice. At the time his revocation is effective, he shall be charged the highest hours of the employees who are participating in the field and athletic trips work schedule.
- M. Each employee shall be scheduled for an unpaid lunch period of a maximum of thirty (30) minutes daily. Bus drivers will be paid their hourly rates for their total time while on field or athletic trips, including during their lunch breaks.

Article X - Working Hours and Overtime (continued)

- N. Kindergarten route preparations will be paid at a minimum of four (4) hours at straight time or the hours actually worked, as approved by the supervisor.
- O. The charging of all overtime hours shall be on the basis of the payment for overtime hours worked.
- P. On early take home days the drivers pay will be a minimum of 1½ hours (1.5) straight time.

If the A.M. and P.M. are done in one-half (½) day, they will receive their regular day's pay.

If they do two early take homes (their own), they will be paid at the rate of one and one-half hours (1.5) straight time for the first and one-half (½) hours straight time for the second.

If they sub the early take homes, they will be paid at the rate of one and one-half (1.5) hours straight time for the first and one (1.0) hour straight time for the second.

If the early take homes are combined with their noon runs, then the rate of pay will be their noon run pay plus one (1.0) hour straight time for their own early take home.

If the driver substitutes on the noon run, the pay will be the sub noon run rate (2 or 2½ hours) plus one (1.0) hour straight time for their own early take home.

If the driver subs the noon run and subs the early take home, their rate of pay will be the sub noon run rate (2 or 2½ hours) plus one and one-half (1.5) hours straight time.

ARTICLE XI

SHIFT DIFFERENTIAL

- A. A shift differential shall be paid for all hours worked on the regularly assigned afternoon shift.
- B. For employees regularly assigned to an afternoon shift, starting work at 2 p.m. or later, they shall be paid a shift differential of thirteen cents (13¢) per hour. An employee regularly assigned to a midnight shift, starting work at 10 p.m. or later, shall be paid the midnight shift differential of 25¢ per hour.

## ARTICLE XII

### LEAVES OF ABSENCE

#### A. Medical Leave

All employees with nine (9) months' length of service with the Employer are entitled to a leave of absence in cases of protracted illness. The employees must notify the Employer and the Union within the first three (3) days of absence, whenever possible. Such leave shall be granted for up to one (1) year. Upon application to the Board of Education, it may be extended for one (1) year. During the time the employee is on leave of absence, he will not lose his seniority. When the employee returns to work, he/she will be returned to the position he/she held at the time the leave was requested for a period of up to two (2) years. After two years or in the event the employee's former position no longer exists, he/she will be returned to a comparable position (wages and hours) in his/her former classification. The Employer shall not be required to re-employ any person who is not physically capable of performing the duties applicable to his position. Except when he has been affected by a layoff, such employee shall be given the opportunity to work in another job classification if he is capable of performing such job.

#### For Transportation Employees

Employees returning from medical leave or workers' compensation, shall be offered a position of substitute driver or the option to bump the least senior permanent run driver if runs were rebid during their leave.

#### B. Educational Leave

Employees with one (1) year's length of service with the Employer may be granted a leave of absence, not to exceed one (1) month in a calendar year, for educational 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 his work or position. Such leave, however, may be granted as long as it does not interfere with the orderly performance of work or functions of the schools.

#### C. Military Leave

1. Any employee serving in the United States Armed Forces shall, upon termination of such services, be offered re-employment in his previous position, as set forth in Michigan Public Act No. 45 of the Public Acts of 1943, provided the employee has received an honorable discharge, seeks re-employment within ninety (90) days from the date of discharge, and is still qualified and competent to perform the work and duties required on a job.
2. Those employees who are members of the National Guard or Reserve units shall be granted a leave of absence for the necessary period during the year for such training.

Article XII - Leaves of Absence (continued)

D. Maternity Leave

1. The employee shall notify the Employer by a written statement from her physician within twenty (20) work days after her pregnancy has been determined. The physician's statement shall contain her expected delivery date.
2. The Employer shall grant a leave of absence without pay to an employee for a period of time up to one year, upon receiving a written request by the employee. Such request shall state the length of leave requested.
3. The written request for a maternity leave to the Employer shall be submitted through the immediate supervisor, with a copy to the Personnel Relations Department, at least thirty (30) work days prior to the starting date of the leave, unless prevented from doing so by a medical emergency.
4. A pregnant employee shall be permitted to continue working provided the employee's physician certifies the employee is physically well enough to work and can efficiently perform all her normal and regular job duties and functions and this does not create any additional risk to her health or the health of her baby.
5. Periodic written statements from the pregnant employee's physician setting forth the employee's well being and ability to perform all her normal and regular job duties and functions shall be submitted to the Employer. Such statements are necessary, at least monthly, commencing with the employee's sixth (6th) month of pregnancy.
6. Before returning to work, the employee must be certified by her physician that she is ready and able to return to a full work assignment.
7. The employee shall be reinstated to the same or comparable position at the end of her requested leave. If the employee requests to be reinstated earlier than the return date listed on her leave request, it will only be allowed if this is mutually agreed to by the Employer.
8. If a difference of medical opinion arises relative to the employee's employment while pregnant, during the maternity leave, or re-employment, it shall be referred to a physician mutually agreeable to the parties for his opinion, which shall be accepted by the parties and the employee involved. The fee of the physician selected by the parties shall be borne equally by the parties.

Article XII - Leaves of Absence (continued)

- E. Union Business. Members 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 and the replacement of such employee does not require an additional expense to the Employer. A leave of absence for such Union activity shall not exceed one (1) month, nor shall more than five (5) employees be eligible for such leave during a calendar year.
- F. Discretionary Leaves. All other types of leaves of absence may be granted with the consent of the Employer and the Union. However, in formulating their answer, consideration will be carefully given to individual situations, and every effort will be made to be consistent and fair in judgment. All such leave requests shall be considered on the basis of:
- (1) the reason(s) for the applicant's request for such a leave;
  - (2) the number of employees on involuntary leaves, such as sick leaves;
  - (3) the Employer's manpower requirements prevailing during the period of the requested leave.

Discretionary leave decisions shall not be arbitrarily made.

An employee granted a leave under this section, upon return to work within 6 months, shall be returned to his former position. After six months or in the event the former position no longer exists, the employee will be returned to a comparable position (wages and hours) in his/her former classification.

- G. All employees granted a leave of absence for one (1) month or more shall notify the Employer of his or her intent to return to work within five (5) days of the expiration date of the leave of absence (except for maternity leave as set forth above).
- H. Application for Leave.
1. Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.
  2. Authorization for a leave of absence shall be furnished to the employee by his immediate supervisor, and it shall be in writing. A copy of the leave authorization shall be provided to the Union Secretary.
  3. Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.



## Article XII - Leaves of Absence (continued)

4. A request for a short leave of absence (a leave not exceeding one (1) month) shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.
5. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position, they held at the time the leave of absence was requested except as provided under Sections A, D, and F. However, if an employee is returning from an educational leave during which the employee has acquired the qualifications for a higher rated position, the employee shall be returned to the higher rated position under the following conditions:
  - a. The position became or remained open during the employee's leave, and it is still open at the time the employee returns from leave; and,
  - b. The employee requests assignment to the higher rated position within ten (10) days after returning from an educational leave; and,
  - c. The employee has greater seniority than other qualified employees requesting assignments to the position.

## ARTICLE XIII

### PROBATIONARY PERIOD

All new employees shall be on probation for a period not to exceed ninety (90) work days. Upon completion of the probationary period, the employee's seniority shall date back to his date of employment. Upon request, the probationary period may be extended by the parties.

## ARTICLE XIV

### PROMOTIONS AND TRANSFERS

- A. A promotion is an upward change in job classifications within the unit which results in additional compensation for additional duties or responsibilities performed during the regular work day. Promotions are not meant to include the taking on of additional duties within the same job classification or work involving overtime, shift differential, or premium pay.

Article XIV - Promotions and Transfers (continued)

- B. A transfer is a lateral change within a classification. For example, a movement to another building or to another shift within the same classification falls into the definition of a transfer. Request for permanent placement by a Class 2 cafeteria employee to another Class 2 classification shall be understood to be a transfer.
- C. Whenever a vacancy in a position occurs, which position shall be considered to be a promotion, within the meaning of Section A, which position shall be considered a transfer within the meaning of Section B, which position shall be considered a demotion, or whenever a new job is created, the Employer shall publicize the same by giving written notice of such vacancy by posting the job classification and its duties in all areas where employees report for work. Postings will only be required in areas that employees are regularly working at the time. No vacancy shall be filled except on a temporary basis, until such vacancy shall have been posted for five (5) work days. Employees interested must submit their "bid" (indication of desire to work the job posted) in writing to the department head within the posting period. The employee shall retain a copy, provide a copy to his/her steward, and their school principal or department head. The Employer shall not be required to post the successful bidder's job until the employee has completed the trial period.

The Employer shall post vacancies due to an extended absence for an illness, injury, or other leave of absence of over thirty days duration as a temporary posting; (posting will occur at the earliest time the length of absence is confirmed by the employee) unless the illness or injury is medically confirmed to be a permanent disability. An employee, other than a custodian, general cook, unskilled maintenance, or bus driver, shall only be allowed to fill a temporary vacancy on this basis once every six (6) months. The Employer shall only be required to post the resulting vacancies of custodian, bus driver, laundry worker, or general cook for a total of two (2) times.

Employees "bidding" shall have the qualifications necessary to perform the job. Seniority shall be the governing factor if the employees "bidding" have the qualifications necessary to perform the job. The application of seniority shall be followed within occupation group in the following manner:

1. Transfers            The senior applicant, within the occupational group, requesting a transfer or demotion shall be awarded the job.  
and  
Demotions:

Cafeteria Only:    Promotion takes precedence over demotion.

NOTE:            Transfers shall not be granted to an employee who has transferred in the past six (6) months from date of posting, unless the employee has the only bid on file as a result of the posting.

Article XIV - Promotions and Transfers (continued)

2. Promotions: If no transfers are bid, the senior applicant, within the occupation group, (with the qualifications) requesting a promotion shall be awarded the job.

Cafeteria Only: Promotion takes precedence over demotion.

3. Reassignment: If no bids are received within the occupation group, then "bids" from other occupation groups shall be awarded on the basis of the longest service in the bargaining unit provided the senior applicant has the necessary qualifications for the reassignment.
- Occupation Group to Occupation Group Moves

The name of the bidder receiving the job shall be given to the Chief Steward of the department. If no bids are received within the occupation group or from within the bargaining unit, the Employer may hire new employees. It is agreed the Department Head maintains the right to initiate transfers he deems necessary, and this right will not be abused.

No probationary employee bidding shall be awarded a posted opening, except as approved by the Employer.

- D. Fall Bus Assignments: All bus routes which become vacant during the summer and any resulting vacancy and also kindergarten runs shall be assigned at a meeting held prior to school starting of each year. The assignment shall be awarded on the basis of the highest seniority employee applying for the run.

If an employee does not attend the summer bus drivers' meeting, or if the driver does not have a just reason acceptable to the Employer, the driver's run shall be considered vacant and assigned as outlined in the first paragraph.

All bus routes which become vacant while school is in session shall be assigned to the senior driver, if the driver desires the opening. This shall be done for a 48 hour period in the transportation department. Notices of a permanent bus driver vacancy will be posted in all occupied buildings for a 48 hour period.

- E. For filling vacancies, the successful bidder shall be granted a four week trial period to determine his ability to perform the job. If an employee is found unsatisfactory, he shall be returned to his former job. If an employee is found unsatisfactory or is denied the promotion, written reason must be given to him. During the trial period, the employee may request to be returned to his former job, and such request shall be granted. However, employees who receive transfers, demotions to other occupation groups, may be allowed to voluntarily return to their original job.

## Article XIV - Promotions and Transfers (continued)

An employee who transfers from one job to another job in the same classification, e.g., custodian from one elementary school to another, bus driver from one route to another, etc., shall be granted a one week trial period. The trial period for an employee who bids from one occupation group to another occupation group shall be granted a four week trial period.

- F. Any employee working above his job classification for one (1) day or more shall receive the higher base pay for all time worked in such higher job classification. Additional stipend pay will be paid if the employee working above his job classification possesses the necessary qualifications to merit the additional stipend. If an employee works below his job classification, he shall still receive the pay of his regular classification.
- G. If an employee is transferred from a classification covered by this Agreement to an assignment with the Employer not covered by this Agreement, he shall retain the accumulated seniority he possessed at the time he transfers to such an assignment. If such an employee returns to a classification covered by this Agreement, he shall be placed in his former classification if a permanent opening exists in it at the time. Otherwise, he shall be placed in a permanent opening in or, his seniority permitting, displace the least seniority employee working in the lowest paid classification of the occupation group of his former classification.
- H. Occupation groups are defined by Article XV, Seniority, Section D. If an employee is so permanently reassigned, he will be given a four (4) weeks' trial period to demonstrate his ability to satisfactorily perform the work of the classification in his new occupation group. His seniority in the occupation group from which he is permanently reassigned shall be frozen at the amount he possesses as of the last day he works in it, and it will not further accumulate.

For purposes of Article XIV, Promotions and Transfers, Section C, Article XV, Seniority, Sections C, D, and E, and Article XXI, Vacations With Pay, the employee's seniority in his new occupation group shall commence and be measured from the first day he works in it, provided the employee has satisfied the requirements of E., above.

No employee shall maintain seniority in more than two (2) occupation groups. These are the one he is permanently assigned to and the one he was most recently permanently assigned to.

ARTICLE XV

SENIORITY

- A. Seniority is a guide rule and a prime factor in determining the following working conditions for employees covered by this Agreement and as provided for by its terms in the following categories:

Vacations	Demotions
Transfers	Overtime
Promotions	Layoffs

- B. An employee's seniority is recognized as an earned occupational factor resulting from his faithful and efficient performance of his assigned duties and responsibilities during the period of his employment with the Employer.
- C. The seniority of all employees on the list shall commence with the last date of hire by the Birmingham School District. The Union Secretary shall be furnished with a list setting forth, in the order of their seniority, each employee's name and classification. When more than one employee is hired on the same date, seniority will be determined by alphabetical sequence according to the name they were hired under. Such list shall be revised each six (6) months, with copies given to the Union. A seniority list by classifications will similarly be provided.
- D. Seniority shall be applied in Sections E and F below, first within the specific classifications affected (i.e., specific positions within job titles) and then within the occupation group encompassing such classifications. The parties agree for the purposes of Sections E and F below there shall be four (4) occupation groups, and they shall be identified as follows:

Occupation Group I	Cafeteria Employees
Occupation Group II	Transportation Employees
Occupation Group III	Skilled Tradesmen
Occupation Group IV	All other employees

The job classifications encompassed by or included in each of the four (4) previously mentioned occupation groups are as follows:

**GROUP I - CAFETERIA**

10 Month Employees

Elementary Cafeteria Assistant  
Range Cook  
Pastry Cook  
Salad Cook  
General Cook

Article XV - Seniority (continued)

**GROUP II - TRANSPORTATION**

10 and 11 Month Employees

Bus Driver

12 Months Employees

Senior Bus Dispatcher  
Bus Dispatcher

**GROUP III - SKILLED TRADES**

12 Months Employees

Skilled Maintenance  
1st Engineer (High School)  
Semi-Skilled Maintenance  
2nd Engineer (Middle School)  
Bus Mechanic A  
Bus Mechanic B  
Security Guard  
A-V Technician  
Unskilled Maintenance  
Maintenance Helper

10 Month Employees

Security Guard

**GROUP IV - ALL OTHER EMPLOYEES**

12 Months Employees

Night Foreman (High School)  
Night Foreman (Middle School)  
Night Foreman (Elementary School)  
Shipping Clerk  
Mail Clerk  
Laundry Worker  
Custodian  
Groundskeeper

Article XV - Seniority (continued)

- E. Layoffs. Reductions in the numbers of employees in any of the four (4) occupation groups shall be according to the application of the following procedures:
1. Probationary employees in the affected classifications of an occupation group shall be terminated.
  2. The necessary number of part time employees with the least seniority regularly working and/or scheduled for less than the standard or conventional number of daily and/or weekly hours for their classifications and/or occupation group shall next be laid off from the affected classifications of an occupation group.
  3. The necessary number of full time employees with the least seniority and regularly working or scheduled to work for the standard or conventional number of daily and/or weekly hours shall next be laid off from the affected classifications of an occupation group.
  4. An employee who is laid off from his classification may bump, if he has greater seniority, an employee with less seniority in his occupation group as follows, (with the parties agreeing no laid off or otherwise affected employee shall be allowed to "bump up"; i.e., or otherwise progress to a higher classification in his occupation group by the operation of this section or Section F, nor shall a part time employee bump or cause the layoff of a full time employee):
    - a. Into a lower rated (paid) classification in his occupation group for which he is qualified either because said classification is in a direct line beneath the classification from which he is being laid off or bumped, or,
    - b. Because said employee has previously satisfactorily been assigned to the classification in his occupation group to which he is being laid off or bumped to, or,
    - c. To another classification within his occupation group to which his seniority entitles him where he can satisfactorily meet the standards and perform the duties of the job. In the event a question arises as to the employee's ability to meet the standards and/or satisfactorily perform the normal duties of such classification, a trial period of up to five (5) working days shall be granted to settle the question.
  5. It is expressly understood and agreed by the parties that, because of the dissimilarity in an individual occupation group and its classifications' duties and uniqueness of the normal operational functions of each occupation group, no employees laid off out of different occupation groups shall bump into or cause the layoff of any employee in another occupation group.

## Article XV - Seniority (continued)

The parties agree the only and single exception to the above absolute prohibition on inter-occupation groups bumping may be in the case of a laid off employee who possesses frozen seniority in another occupation group, as provided for and defined in Article XIV, Promotions and Transfers, Section H.

A laid off employee may, if he has greater frozen seniority in another occupation group than the employee with the least seniority in this same occupation group, bump that employee. The employee utilizing his frozen seniority to bump must also possess the qualifications for and be capable of satisfactorily performing all the duties and responsibilities of the classification to which he would bump and be laid off to. An employee who bumps using his frozen seniority shall only continue to accumulate seniority in the occupation group he is laid off from. His layoff and bump is also otherwise subject to and governed by all other provisions contained herein in Article XV, Seniority. The employee who he bumps and is laid off shall not be allowed to later and during the term of his layoff use his accumulated seniority as the basis of displacing the employee who bumped him.

6. The least seniority employees who remain without an assignment to a classification after the above described layoff and bumping procedures are implemented shall be the employees who shall be laid off out of their occupation groups.
  7. The parties agree the above described layoff and bumping procedures shall not apply to or be implemented during the periods when schools are not in session and their occupation groups are not scheduled to function or perform their work.
  8. In no case will a laid off employee benefit from a layoff by bumping into a promotional position.
  9. If an employee who is also a Union officer, that is, the President, Vice President, Treasurer, Secretary, or Chief Steward, is to be laid off out of his occupation group as provided for in Section E-6 above, he shall displace the least seniority employee in his occupation group who otherwise would have continued to be employed, subject to the other written provisions of Section E above.
- F. Recall. Laid off employees shall be recalled in the inverse order of the layoff--the most senior employees shall be recalled to the first opening in the classification from which the employee was laid off, or, if he had bumped down from his original position in the reduction of the work force before being laid off, to such original position. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the school administration and shall require that the employee report for work within three (3) days after the date of delivery or proof of nondelivery.



## Article XV - Seniority (continued)

- G. Temporary Layoffs. In the event of temporary layoffs due to acts or occurrences not initiated or controlled by the School Board, the employees immediately affected may be laid off without regard for seniority for a period not to exceed one (1) week. Temporary layoffs which exceed the one (1) week period shall thereupon be regulated by seniority application.
- H. Loss of Seniority. Seniority shall be broken and the employee shall be removed from the seniority list only for the following reasons:
1. If the employee quits or retires.
  2. If he is discharged and the discharge is not reversed through the grievance process of this Agreement.
  3. If he is absent for three (3) consecutive working days without notifying the Employer and fails to give explanations for the absence and lack of notice which are satisfactory to the School Administration.
  4. If he fails to return to work from layoff when recalled from layoff as set forth in the recall procedure provided herein, unless he gives explanations for the absence and lack of notice which are satisfactory to the School Administration.
  5. If he overstays a leave granted for any reasons, as hereinafter provided.
  6. If he is on layoff for a period exceeding two (2) years or the duration of his seniority at the time of layoff, whichever is greater.
  7. If he deliberately falsifies his employment application or a leave of absence application.

## ARTICLE XVI

### RULES AND REGULATIONS

- A. From time to time, the Employer may establish or revise its rules and regulations governing the employees. Such rules and regulations are necessary to insure an orderly performance of work and functioning of the schools. Such rules shall not conflict with the provisions set forth in this Agreement and shall be reasonable in scope and uniform in application.

## Article XVI - Rules and Regulations (continued)

- B. When new rules are established or existing rules are revised, they shall be posted prominently on all bulletin boards for a period of one (1) week before becoming effective. The Union shall be given a one (1) week prior written notice of changes in all additions to such rules and regulations.
- C. The Employer shall prepare and post on the bulletin board, at least once a year, a listing of its rules and regulations.
- D. Any rule or regulation may be a subject for a grievance, to be processed by the grievance procedure as set forth in Article VIII.

## ARTICLE XVII

### RIGHTS OF THE EMPLOYER

- A. Nothing contained in this Agreement shall deny or restrict the Employer of its rights, responsibilities, powers, and authority under the Michigan General School laws or any other national, state, county, district, or local laws or regulations.
- B. Except as specifically abridged or modified by this Agreement, or by an applicable statute, all of the rights, powers, and authority the Employer had prior to the execution of this Agreement are retained by the Employer. Such rights, powers, and authority include, by way of illustration and not by limitation, the following:
  - 1. The executive management and administrative control of the school district.
  - 2. The right to hire all employees, judge their qualifications, and determine their assignments and duties.
  - 3. Determine the procedures, methods, processes, equipment, and means by which the total and efficient operation of the school district is accomplished.
  - 4. Develop and exclusively control the budget of the school district.
  - 5. Determine the structure, authority, and responsibilities of its school management organization.
  - 6. Adopt rules and regulations.

## ARTICLE XVIII

### 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, who has completed his probationary period, is summoned and reports for jury duty, he shall be paid the difference between the amount he receives as a juror and his normal week's pay, not to exceed four (4) weeks, provided he makes himself available for work within his regular work schedule when not occupied with jury duty.
- 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 received pay for jury duty. Any employee found abusing this privilege shall not be entitled to the pay differential.

## ARTICLE XIX

### SICK LEAVE

- A. All regular and full time twelve (12) month service employees shall be granted a current sick leave days allowance of one and one-twelfth (1-1/12th) days for each month of their service. Eleven (11) and ten (10) month employees shall be granted a current sick leave days allowance of one (1) day for each month of their service

Unused, current sick leave days shall accumulate at an annual rate of ten (10), eleven (11), or thirteen (13) days in accordance with their assigned service year. At the beginning of each service year, the employee's "bank" of accumulated sick leave will be credited with full allowance for the current service year. If the employee leaves the school system during the service year, proper adjustments or changes will be made for sick leave payments not actually earned.

- B. All regular employees shall be credited with a service accumulation for sick leave purpose at the end of each fiscal year equal to the number of unused days in the current allowance for that year. This service accumulation process may continue during the service of the employee up to a maximum of one hundred eighty (180) days. All sick leave accumulated prior to the execution of this Agreement shall be credited and carried forward. Approved absence from duty shall be charged to service accumulations. No deductions in pay will result from absence from duty as approved unless the total absence exceeds the combined service accumulations and the current allowance to the credit of the individual at the time of the absence.

Article XIX - Sick Leave (continued)

C. Sick leave absences shall include:

1. Personal illness, injury, or quarantine.
2. Serious illness or death in the immediate family. Immediate family includes wife (or husband), children, father, brother, mother, sister, father-in-law, mother-in-law, grandparent, grandchild, sister-in-law, and brother-in-law of the employee.

In defining illness in the immediate family, the Superintendent of Schools may extend such definition upon special application for such extension in unusual cases.

3. Personal business matters not to exceed two (2) days per year for eleven (11) and ten (10) month employees and three (3) days for all regular and full time twelve (12) month employees. These days are deducted from the sick leave allowance and are not accumulative. The purpose of such personal business days is to relieve the employee of a financial hardship in situations over which he has no control.

Personal business, as defined here, means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a later time when schools are not in session or at the conclusion of the working day or on weekends. Certain types of family obligations, legal commitments, religious observance, unusual circumstance related to professional growth, and emergencies are considered to be justification for the utilization of the personal business policy. Recreation, social functions, and interviews for new employment are examples of activities not within this policy.

Only under a most unusual condition may a personal business day be granted for the day preceding or following holidays or vacations, and the first and last days of the school year.

4. Personal excused absences, without payroll or sick leave deductions, may be authorized by the Superintendent for affairs relative to community service.

D. Members of the custodial and maintenance staff and cafeteria personnel will notify their immediate supervisor of intent to be absent before 7 a.m. if they are day employees. For afternoon shift employees the call in will be by 2 p.m. or a minimum of two (2) hours before the start of the shift. Midnight shift employees are to call in by 8 p.m. Transportation department employees will call in by 6:15 a.m.

E. The Employees Absence Report form is one which is filled out by the employee when he returns from an absence. It is obtained from and returned to his supervisor.

Request for Absence slips are usually completed prior to absence. They are also obtained from and returned to the immediate supervisor.

Article XIX - Sick Leave (continued)

- F. Pay for unused sick leave days. Each employee with a minimum of five (5) years of service in the district and a minimum of thirty (30) accumulated sick leave days shall upon voluntary resignation from the district receive payment of thirty dollars (\$30) for each accumulated day up to a maximum allowable payout as follows:

<u>Years of Service</u>	<u>Total Payment Not to Exceed</u>
5-14 years	\$5,400
15 years	2,900
16	2,800
17	2,700
18	2,600
19	2,500
20	2,400
21	2,200
22	2,000
23	1,800
24	1,600
25	1,400
26	1,200
27	1,000
28	800
29	600
30	400
30+	400

ARTICLE XX

TERMINAL LEAVE PAY

- A. Qualified employees will receive terminal pay, based on the table below, upon retirement, death, or resignation due to illness from the Birmingham School System. To qualify for terminal pay, the employee must have been employed for a minimum of fifteen (15) consecutive years on behalf of the Birmingham School System, must work full time, and must have reached the age where the employee is eligible for retirement benefits from the Michigan Public School Employees' Retirement Fund. An employee who qualifies for terminal pay shall receive \$4,500 after fifteen (15) years of service and then according to the chart below in Section B, to a maximum of \$9,000. These amounts will be paid only upon retirement, death, or resignation due to illness. In the event of death, full retirement terminal pay will be paid to the beneficiary of the employee.

Article XX - Terminal Pay (continued)

- B. Consecutive years of service is defined as a continuous period, during which time the employee fulfills the rules and regulations of the Board of Education policy for employment. Leave of absence will not count as credit towards the minimum fifteen (15) years of employment; however, such leave will sustain the employee's eligibility toward qualification. Retirement shall be defined as the discontinuance of employment in any Michigan public school system, and upon receipt of retirement payments from the Michigan Public School Employees' Retirement Fund.

**TERMINAL LEAVE PAY**

<u>Years of Service</u>	<u>Amount of Terminal Pay</u>
15	\$4,500
16	4,800
17	5,100
18	5,400
19	5,700
20	6,000
21	6,300
22	6,600
23	6,900
24	7,200
25	7,500
26	7,800
27	8,100
28	8,400
29	8,700
30	9,000

- C. Upon retirement, the employee must take the initiative of notifying the Assistant Superintendent for Personnel if he or she is eligible for the retirement terminal pay. The Assistant Superintendent for Personnel will check the official school records and forward to the employee and to the Assistant Superintendent for Business Services the outcome. If an employee is eligible, the Finance Department will determine the amount of terminal pay and inform the applicant.

Terminal pay will not be paid until the applicant shows evidence that he or she has actually received payments under the Michigan Public School Employees' Retirement Fund law.

- D. Regular part time employees will be able to participate under this Article on a pro-rata basis. The basis for pro-ration shall be the length of the working day and the length of the service year.

ARTICLE XXI

VACATIONS WITH PAY

A. Regular full time employees who are on the payroll as of June 30th each year shall receive the following vacations with pay:

	<u>12 month employees</u>	<u>10 and 11 month employees with 10 or more years of service</u>	
6 months to 1 year service	5 working days		
1 year to 7 years' service	10 working days		
7 years' to 12 years' service	15 working days	X	11/12 or 10/12
12 years' to 15 years' service	20 working days	X	11/12 or 10/12
15 years' service or more	22 working days	X	11/12 or 10/12

Regular full time employees who work a ten (10) or an eleven (11) months service year and who are on the payroll as of the conclusion of the school year shall receive the following vacation pay allowances promptly thereafter, i.e., on the first or second immediately following regular pay day:

Ten (10) or eleven (11) months' employee (as provided for in A., above).

5 years to less than 10 years' service . . . . 5 working days

B. Any employee who leaves the employment of the Birmingham Public Schools during the current fiscal year (between July 1 and July 30 of the succeeding year) as a result of dismissal, or who has less than six (6) months' continuous service, shall forfeit all vacation rights.

C. An employee who leaves the employment of the Birmingham Public Schools during the current fiscal year (between July 1 and June 30 of the succeeding year) by voluntary separation due to just cause as ascertained by the Superintendent of Schools or his delegated representative, shall be granted a vacation as in section A above, provided that the employee gives two (2) weeks' written notice of his intent to resign:

D. Vacation days shall not be accumulative from one year to the next and are to be taken annually, as set forth in Section A. above.

ARTICLE XXII

WORKERS' COMPENSATION

Any employee who is absent because of an injury or disease compensable under the Workers' Compensation Act (Michigan Public Act 12, 1912) shall receive from the Employer, for a maximum of ten (10) weeks for his same compensable injury or disease, the difference between the Workers' Compensation benefits payment prescribed by law and his regular salary before the injury or disease.

Thereafter, to the extent and until such time as the employee shall have exhausted his sick leave days allowance provided for in Article XIX, Sections A. and B., such difference shall be continued and payable to the employee for the remainder of his absence due for the same compensable injury or disease. The parties agree there shall be no duplicate payments allowed by the operation of this Article.

Employees shall have the option of using accumulated sick time or receiving worker's compensation only. Notification of the employees choice must be made in writing to the Personnel Relations office no later than eight weeks following the date of the injury. Failure to notify will mean that accumulated sick time will be deducted from the employees sick bank.

ARTICLE XXIII

HOLIDAYS

A. Eligible full time employees working on the twelve (12) month service year shall be paid their regular straight time hourly rate for the following holidays:

New Year's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Easter Monday	Day Before Christmas
Memorial Day	Christmas Day
Independence Day	December 31
Labor Day	

B. If a holiday is observed during an employee's vacation period, he shall receive an additional day off with pay in lieu of the holiday pay.

C. Employees called into work on a Saturday following a holiday during that week shall be paid at one and one-half (1.5) times his regular straight time hourly rate.

D. Except for those employees assigned to check buildings, employees called into work on a holiday shall be paid for all hours worked at double time the employee's regular straight time hourly rate and shall be guaranteed a minimum of two (2) hours' work or pay.



Article XXIII - Holidays (continued)

- E. When any of the holidays fall on a Sunday, the immediately preceding Friday or the following Monday shall be considered to be the holiday. When the holiday falls on a Saturday, the immediately preceding Friday or the following Monday will be given as the holiday. However, when school is in session, or it is not feasible to observe the holiday on a Monday or a Friday, the holiday will be given during the summer months as determined by the employee and his immediate supervisor.
- F. Ten month employees shall receive their regularly scheduled daily rate of pay for the following holidays:

New Year's Day	Day After Thanksgiving
Good Friday	Day Before Christmas
Memorial Day	Christmas Day
Thanksgiving Day	December 31st

If a 10 month employee works their last scheduled day during the week prior to Labor Day and the first day after Labor Day, they shall receive payment for the Labor Day Holiday. (This shall not include the transportation department drivers' meeting held annually in August).

- G. The employees shall be required to work the scheduled day before and after the holiday in order to receive pay for the holiday.

ARTICLE XXIV

INSURANCE PROGRAMS

All insurance programs below are for calendar year 1991. Re-opener negotiations for calendar years 1992 and 1993 insurance programs shall be exclusively conducted for this purpose.

A. Blue Cross/Blue Shield

1. Hospital-Surgical-Medical Insurance. The Employer, during calendar year 1991, shall provide all permanent full-time employees, i.e., those employees whose straight-time work schedules are for a minimum of twenty (20) hours per week, with Blue Cross Blue Shield of Michigan Series MSE Comprehensive Health Care Group Benefit with riders MSE-ECV, MSE-MCR and MSE-SAT with the \$5.00 co-pay Prescription Drug Program (specifically the BC/BS Four Point Plan).
2. Coverage for new employees shall become effective on the first (1st) day of the month following the completion of 90 work days of service.
3. The parties agree that the Board has no obligation to provide hospital-surgical-medical insurance coverage to either the spouse and/or dependents of an employee who are otherwise eligible to be covered by any such comparable insurance benefits elsewhere; for example, by virtue of the employment of the spouse.

Article XXIV Insurance Programs - (continued)

4. An employee who is laid off in accordance with Article XV, Section E, or who is on a leave of absence in accordance with Article XII, shall continue to have the Employer provide the hospitalization coverage provided in this Article for the three (3) months immediately following the month his layoff or leave of absence becomes effective. Thereafter, a laid off employee or an employee on a leave of absence who elects to have this coverage continued for him shall pay the total and current monthly premium for the additional time of his layoff or leave of absence. If an employee is on sick leave because the employee is the victim of a serious injury, illness or disease, such as cancer, stroke, etc., the Employer may continue to provide this insurance coverage for a longer period than stated above at no cost to the employee.
5. An employee whose weekly straight time work schedule is for less than twenty (20) hours per week shall, subject to all the conditions set forth herein, be eligible for hospitalization coverage by agreeing to pay one-half (1/2) the monthly premium for such coverage.

An employee hired following the effective date of this agreement shall receive fully paid insurance that is set forth in A., 1., above, by working 28 hours per week or more. Working 20 through 27 hours per week, the employee shall pay one quarter (1/4) the monthly premium for insurance. Working 19 hours or less per week, the employee shall pay one half (1/2) the monthly premium for insurance.

6. This coverage will become effective following the signing of this Agreement, and at the earliest possible effective date that Blue Cross Blue Shield can provide this coverage.
7. The Employer may change to another carrier providing comparable benefits and coverages.
8. The parties agree to participate on a committee that will consider hospitalization insurance costs, alternative coverages, variation in carriers and other matters.
9. Option to Hospital-Surgical-Medical Insurance

During the term of this Agreement, an otherwise eligible employee, who is not covered by the application of Article XXIV, A., above, shall be granted the option of receiving a monthly tax deferred annuity contribution of \$75 instead of being provided hospital-surgical-medical insurance in accordance with all terms of the Agreement. In the case of spouses, both employed in the district, one shall choose the health coverage necessary to cover his/her family as outlined in XXIV, A., above, and the other shall choose this option.

## Article XXIV - Insurance Programs (continued)

This section (XXIV, A., 8) shall be subject to the procedures, policies, and/or rules of any insurance carrier or organization providing coverage and benefits on the basis of the terms of Article XXIV, A.

### B. Life Insurance

1. The Employer shall, during the term of this Agreement, provide all permanent full time employees, i.e., those employees whose straight time work schedules are for a minimum of twenty (20) hours per week, the following group term life insurance coverage, including accidental death and dismemberment:

1991

- a. Cafeteria employees, bus drivers, and other less than 12 months' employees \$30,000
  - b. 12 months' employees \$35,000
2. Coverage for new employees shall become effective on the first (1st) day of the month following the completion of 90 work days of service.
  3. An employee who is laid off in accordance with Article XV, Section E, or who is on a leave of absence in accordance with Article XII, shall continue to have the Employer provide the life insurance coverage provided in this Article for the three (3) months immediately following the month his layoff or leave of absence becomes effective. Thereafter, a laid off employee or an employee on a leave of absence who elects to have this coverage continued for him shall pay the total and current monthly premium for the additional time of his layoff or leave of absence.
  4. An employee whose weekly straight time work schedule is for less than twenty (20) hours per week shall, subject to all the conditions set forth herein, be eligible for life insurance coverage by agreeing to pay one-half (1/2) the monthly premium for such coverage.
  5. This coverage will become effective following the signing of this Agreement and at the earliest possible effective date that the Employer can select a carrier to implement this coverage.

### C. Long Term Disability Plan

The Employer shall provide Long Term Disability insurance for all eligible, permanent and full time employees who have acquired seniority and whose normal work week schedules are for a minimum of six (6) hours per work day and thirty hours per work week.

Article XXIV - Insurance Programs (continued)

The maximum Long Term Disability benefits provided under this coverage, based on the insurance carrier's policies, procedures and practices, will provide fifty percent of the employee's straight time monthly earnings in effect at the time he became totally disabled, up to a maximum of \$800 per month, commencing 180 days after the date the employee becomes totally disabled and until he is able to return to work, attains age 70, or expires, whichever occurs first.

The employee's straight time monthly earnings shall be computed by dividing his regular straight time annual earnings by 12 months. Further, the amount of monthly benefits a totally disabled employee receives shall be reduced by any primary or secondary remuneration he is eligible for and/or receives from the Employer, the Michigan Public Schools Employees' Retirement Fund, the Federal Social Security Act, Railroad Retirement Act, Veteran's benefits, Workers' Compensation Act or any other such Employer sponsored pension and insurance benefits plans.

D. Dental Insurance

The Board will provide dental insurance coverage to all eligible permanent and full time employees, i.e., those employees who have completed 90 work days of service and who are regularly scheduled to work a minimum of five (5) straight time hours per work day and twenty-five (25) straight time hours per week as specified and limited according to the following description:

a. BENEFIT LEVEL: 100% OF CUSTOMARY AND REASONABLE FEES.

Diagnostic Services: Covered expenses include clinical oral examinations (twice per policy year) and patient consultations.

Preventative Services: Covered expenses include dental prophylaxis (twice per policy year); fluoride treatment and space maintainers (to age 19).

Palliative Treatment: Covered expenses include emergency treatment of dental pain.

b. BENEFIT LEVEL: 80% OF CUSTOMARY AND REASONABLE FEES.

Restorative Services: Covered expenses include amalgam silicate, acrylic or plastic, porcelain restorations, crowns and other restorative services.

Endodontics Services: Covered expenses include pulp capping, oulpotomy, root canal therapy, periapical services, and other endodontics procedures.

Periodontic Services: Covered expenses include surgical services, adjunctive periodontal services, treatment of gingivitis and periodontitis, and other periodontic services which treat diseases of the gums, tissues of the mouth, and bones supporting the teeth.

Article XXIV - Insurance Programs (continued)

Oral Surgery: Covered expenses include simple extractions, surgical extractions, alveolarplasty, stomatoplasty, incision and drainage of intraoral abscess, and other surgical procedures.

Note: Tooth implantation and tooth transplantation are new procedures and are not covered at this time.

Radiographs: Covered expenses included bite wing radiographs (twice per policy year) and full mouth radiographs (every thirty-six (36) months).

Repair, Adjustments, and Relining of Dentures and Bridges: Covered expenses include adjustments of dentures, repairs to dentures, denture relining, denture duplication, repairs to bridges, and recementing of bridges.

Adjunctive General Services: Covered expenses include general anesthesia, professional visits after regularly scheduled hours, and miscellaneous services such as the application of desensitizing medicaments.

c. BENEFIT LEVEL: 80% OF CUSTOMARY AND REASONABLE FEES:

Construction and Replacement of Dentures and Bridges: Covered expenses include construction or replacement of complete or partial dentures, additional units for partial dentures, other prosthetic services for dentures, bridge pontics, retainers, crowns used as retainers, and other prosthetic services for bridges.

Note: The replacement of existing dentures or bridges is payable only after five (5) years or more have elapsed since the dental prosthesis had been installed under this plan. There are no restrictions on pre-existing conditions.

Gold: Inlay or onlay, gold fill, gold crowns.

d. BENEFIT LEVEL: 80% OF CUSTOMARY AND REASONABLE FEES:

Orthodontics: \$1,000 lifetime maximum per eligible dependent.

e. Other than for d., above, the maximum benefit per family member for the benefits described above shall be \$1,000 per policy year.

The Employer's monthly premium obligation for each covered employee is the Employer's only obligation under this provision. Any differences or problem that may arise on the plan's benefits and/or coverage between an employee and the carrier shall be exclusively resolved by them and Article VIII of the Agreement shall not be operative with reference to the resolution of any such differences or problem.

## Article XXIV - Insurance Programs (continued)

It is agreed the carrier shall be exclusively selected by the Employer.

It is also agreed by the parties that a covered and eligible employee's spouse, and/or dependents shall not be eligible for the dental insurance provided herein if his spouse, and/or dependents are eligible to be covered by any other dental insurance plan existing or eventually existing by virtue of the employment benefits or retirement benefits of the spouse and/or dependents.

An employee who applies for this coverage shall confirm in writing his own eligibility and his spouse's and/or dependents eligibility according to the foregoing.

This plan also provides for internal coordination of benefits.

The Union also agrees an employee's coverage will terminate at the end of the calendar month during which the employee's retirement, resignation, termination, or layoff becomes effective.

An employee who is on a leave of absence shall receive this coverage until the end of the third calendar month of such leave.

After a new employee satisfactorily completes 90 work days of service, as provided for in Article XIII, he will, if otherwise eligible for this coverage, as provided above, have this coverage implemented for him on the first day of the calendar month immediately following the calendar month during which he completes his probationary period.

Subject to all of the foregoing provisions, a permanent employee who has acquired seniority and who is regularly scheduled to work less than five (5) straight time hours per day and less than 25 straight time hours per week, but at least a minimum of four (4) straight time hours per day and 20 straight time hours per week, shall be eligible for this coverage by him paying one-half (1/2) of the appropriate monthly premium for his coverage.

### E. Vision Benefit Allowance

The Board shall provide each eligible employee and dependents with Blue Cross Blue Shield of Michigan Vision Service Plan 2, A-80, with an annual complete service rider, or, comparable coverage provided by a carrier mutually agreed to by the parties.

ARTICLE XXV

WAGE SCHEDULES

- A. The hourly wage schedule for employees are set forth in Schedule A and attached hereto and made part of this Agreement.
- B. The hourly wage schedule set forth in Schedule A shall be in full force and effect through December 31, 1991.
- C. The Employer shall continue to assume the obligation for and make the full and direct payment of each employee's legally required Michigan Public School Employees Retirement Fund contribution.
- D. Re-opener negotiations for the determination of calendar year 1992 and 1993 wages (schedules B and C) shall be exclusively conducted for this purpose.

ARTICLE XXVI

GENERAL PROVISIONS

- A. Bus Driver Permits and Licenses--Required Training Pay. During the term of this Agreement, the Employer will make the following special payments for an employee who is assigned bus driving duties:
  - 1. The fee for both his City of Birmingham special bus driving permit and the standard annual charge by the Secretary of State Department for the issuance to him of a Michigan commercial driver's license.
  - 2. A bus driver will be paid his current straight time hourly rate for his in-class time while he is attending state mandated and/or Employer required bus driver classes.
  - 3. Bus driver physical examinations will be administered by a Board appointed and paid physician.
- B. Step 2 of wage Schedule A shall be effective upon the completion of the probationary period. An employee who advances from probationary to permanent status before January 1st shall advance to Step 3 on the following July 1st.
- C. Pledge Against Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, handicap, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Article XXVI General Provisions - (continued)

- D. Pledge Against Coercion. The parties agree that there shall be no interference with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion against any employees because of Union membership, or lack of Union membership, or because of any activity by an employee in an official capacity on behalf of the Union.
- E. Union Bulletin Boards. The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in work areas to be used by the Union. The bulletin boards shall be used for official Union business only. The Union shall limit its posting of notices and bulleting to such bulletin boards.
- F. An employee will be reimbursed at the IRS rate per mile for authorized, verified, and required driving of his/her personal car while he/she is performing his/her work.
- G. All employees required to drive employer owned vehicles must maintain at all times a valid and appropriate license to operate such vehicles. Also, employees required to report to various work sites during their shift must maintain a valid driver's license. This shall not be construed to mean that an employee will be terminated if they do not possess a license unless there is no available position for which they are qualified. This language pertains to all 1991 classifications that are required to drive district vehicles.
- H. Copies of the ratified Agreement shall be made available to all employees and each new employee, plus 20 copies shall be supplied to the Union.
- I. The parties agree under the terms of this Agreement that retroactive payments of 1991 wages shall only be made to current and eligible employees actively working, who are on official leaves of absence, or former employees who have retired as confirmed by a Board Resolution since January 1, 1991, at the time this Agreement is ratified. No other persons are eligible for and shall not be paid retroactive 1991 wages.



ARTICLE XXVII

DURATION AND TERMINATION

- A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

The Employer shall make no unilateral changes in regard to wages, hours, and conditions of employment during the term of this Agreement which would be contrary to the terms of this Agreement.

- B. This Agreement shall remain in full force and effect until 11:59 p.m., December 31, 1993. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.
- C. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 18th day of June, 1991.

AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO  
(LOCAL 1860)

SCHOOL DISTRICT OF THE  
CITY OF BIRMINGHAM

By Ellen Keith  
Ellen Keith  
Staff Representative, Council 25

By Geoffrey L. Hockman  
Geoffrey L. Hockman  
President

By Lucille A. Prysok  
Lucille A. Prysok  
President  
Birmingham Local 1860

By Patricia A. K. Godchaux  
Patricia A. K. Godchaux  
Secretary

By Dr. John W. Hoeffler  
Dr. John W. Hoeffler  
Superintendent

Article XXVII - Duration and Termination (continued)

Negotiating Committee:

By Margaret J. Cochran  
Margaret J. Cochran

By R. Douglas Pretty  
R. Douglas Pretty  
Director of Personnel  
Relations

By Patrick K. Gosselin  
Patrick K. Gosselin

By Ray W. Harris, Jr.  
Ray W. Harris, Jr.

By Joyce A. Rubel  
Joyce A. Rubel

By Mary E. Shryock  
Mary E. Shryock

By Martha J. Smith  
Martha J. Smith

SCHEDULE A

January 1, 1991 through December 31, 1991

LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5
1	\$13.04	\$13.13	\$13.28	\$13.74	\$14.02
2	12.63	12.76	13.07	13.58	13.70
3	12.53	12.64	13.05	13.50	13.58
4	12.20	12.48	13.04	13.19	13.28
5	12.09	12.45	12.62	13.12	13.23
6	11.97	12.44	12.57	12.99	13.08
7	11.70	12.42	12.55	12.71	12.83
8	10.81	10.98	11.11	11.29	11.38

- 1 -- Skilled Maintenance; High School 1st Engineer; A-V Technician
- 2 -- Bus Mechanic A; Senior Bus Dispatcher; Security Guard
- 3 -- High School Night Foreman
- 4 -- Bus Mechanic B; Semi-skilled Maintenance; Middle School 2nd Engineer; High School Groundskeeper; Bus Dispatcher
- 5 -- Middle School Night Foreman; Mail Clerk; Shipping Clerk
- 6 -- Elementary School Night Foreman; Maintenance Helper
- 7 -- Custodian; Bus Driver; Unskilled Maintenance
- 8 -- Laundry Worker

An employee whose permanent and regular position title is Skilled Maintenance or High School 1st Engineer shall be eligible for an additional payment of \$2 per hour over and above his listed and appropriate hourly rate based on the Maintenance Advancement Procedure agreed to in April of 1990. An A.V. technician or bus mechanic A shall be eligible for an additional payment of \$2 an hour over and above his listed and appropriate rate if he is determined to be qualified as exclusively determined through an evaluation by and the judgment of the manager of the appropriate department.

**Schedule A - Continued**

Special Additional Compensation:

Secondary Night Foreman (Pool Requirements)	.25/hour
Class 1 and 2 Employees possessing journeyman's cards	.30/hour
Employees designated as Leader	.75/hour
Senior Bus Dispatcher, Class 2 with 1/2 or .5 of skills allowance	
Premium pay for asbestos removal	.50/hour

Secondary Night Foreman: When such work (pool duties) is assigned a comparable amount of work time will be eliminated from the Night Foreman's responsibilities.

Journeyman/Technical Equivalency Option

An employee who possesses a journeyman's card, or technical equivalency for a Bus Mechanic A, for the occupational field the employee is assigned to shall receive an additional 30¢ per hour. The technical equivalency for a Bus Mechanic A shall be a minimum of five years of heavy vehicle maintenance and repair job experience and a minimum of five state and/or federal skills certifications. When a Mechanic A successfully completes seven state and/or federal skills certifications, he/she shall be paid at the appropriate class I step.

The school district will pay an additional 20¢ per hour (up to a maximum of 40¢) for an employee who possesses a Master's card for the occupational field to which the employee is assigned.

The technical equivalency for a Bus Mechanic A to receive an additional 20¢ (up to a maximum of 40¢) shall be a minimum of five years of heavy vehicle maintenance and repair job experience and minimum of ten state and/or federal skills certifications.

SCHEDULE A -- CAFETERIA  
January 1, 1991 through December 31, 1991

LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$ 8.50	\$ 8.61	\$ 8.74	\$ 8.83	\$ 8.98	\$ 9.33
2	8.00	8.08	8.22	8.31	8.45	8.78
3	7.44	7.56	7.67	7.80	7.89	8.26

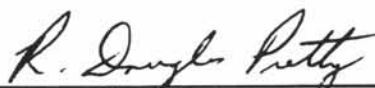
- 1 -- Elementary Cafeteria Assistant
- 2 -- Range Cook; Pastry Cook; Salad Cook
- 3 -- General Cook; All Cafeterias

APPENDIX A  
LETTER OF UNDERSTANDING

June 18, 1991

TO: AFSCME Local 1860  
Council 25, Birmingham Chapter

During the term of our 1991-93 Agreement, the Employer will continue our practice of replacing a bus mechanic's hand tools, broken or worn out in the performance of his regular work assignment. The replacement hand tools shall be of alike or similar value and shall be following the turning in of such tools. The final decision on the condition of hand tools submitted on the basis of being worn out shall be made by the Employer.

  
\_\_\_\_\_  
R. Douglas Pretty  
Director of Personnel  
Relations

APPENDIX B

LETTER OF INTENT

TO: AFSCME Local 1860  
COUNCIL 25, Birmingham Chapter

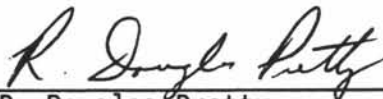
During the term of this Agreement it is the intent of the Birmingham Board of Education to accept previously submitted written application from bargaining unit employees for available nonschool session employment in regularly staffed positions. Specifically, nonschool periods shall be the established vacation periods set forth in the officially adopted school calendar including the summer vacation periods.

All such awarded assignments shall be filled by employees qualified to perform the work they are so assigned. Seniority shall be the governing factor if the number of applicants exceed the number of positions available. An employee shall be allowed to transfer once to another such position during the same nonschool session period. This shall be done on the basis of seniority.

Any question arising under the Letter of Intent shall be referred to a special conference and Article VIII, Grievance Procedure and Arbitration, beyond Step 3 will not be operative or have any bearing on this Letter of Intent.

BIRMINGHAM BOARD OF EDUCATION

Dated: June 18, 1991

By   
R. Douglas Pretty  
Director of Personnel Relations

APPENDIX C

SPECIAL LETTER OF INTENT

TO: AFSCME Local 1860  
Council 25, Birmingham Chapter

A permanent ten or eleven month employee temporarily assigned to the special summer maintenance department position shall upon making written application also be allowed to transfer to a position covered by Appendix B, Letter of Intent. Such transfer shall be based upon seniority from among the employees who have made such written application. Special summer temporary positions in maintenance will be paid at the employees regular rate. It is understood that bargaining unit employees will be placed, but there is no guarantee of a specific number. This agreement supercedes the past practice on the assignment of college students vis-a-vis unit employees.

BIRMINGHAM BOARD OF EDUCATION

Dated: June 18, 1991

By R. Douglas Pretty  
R. Douglas Pretty  
Director of Personnel Relations

APPENDIX D

LETTER OF UNDERSTANDING

TO: AFSCME Local 1860  
Council 25, Birmingham Chapter

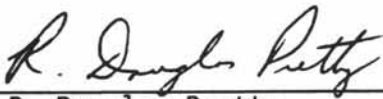
1. If employees who are candidates for night foreman are to be tested, the Union will be notified beforehand and, if requested, the matter will be negotiated.
2. The parties agree that if major changes are to be implemented that will affect the wages, number of hours worked and/or working conditions of classifications covered by this Agreement, then at the request of either party, will as legally required meet to negotiate on the matter.

Shift assignments and the number of employees to be assigned at a given location will be done in accordance with the Agreement and the practice of determining the shift assignments within the building.

3. A representative from Management and a representative from the Union (steward or alternate) will work together to distribute extra day time hours on a rotation basis, originally by seniority and thereafter rotated by equalizing hours worked or charged.
4. Applying laid off employees who are qualified will be provided the first opportunities for performing substitute custodial work with the understanding that performance and attendance requirements will be met. They shall be compensated at no less than \$7 per hour. Such laid off employees shall not be required to jeopardize their unemployment compensation by the operations of this understanding.

BIRMINGHAM BOARD OF EDUCATION

Date: June 18, 1991

By   
\_\_\_\_\_  
R. Douglas Pretty  
Director of Personnel Relations



APPENDIX E

SPECIAL EDUCATION BUS RUNS

**SPECIAL LETTER OF UNDERSTANDING REGARDING BUS DRIVERS**

Special Education Bus Runs

Special education runs that continue through the summer will be bid and awarded to the highest seniority driver. However, drivers who have runs continuing through the summer and whose seniority is no lower than the number of summer runs shall remain on their run.

A special education driver shall have the option of applying for a leave of absence if he or she elects not to drive during the summer months and such request will be granted. Any application for such leave will be submitted in writing at least two (2) weeks prior to the conclusion of the current school year.

