

12/31/96

Agreement
between the

BIRMINGHAM BOARD OF EDUCATION

and

COUNCIL NO. 25, LOCAL UNION NO. 1917
AMERICAN FEDERATION OF STATE, COUNTY,
and MUNICIPAL EMPLOYEES, AFL-CIO

1994 - 1996

Birmingham, Michigan

Birmingham Public Schools



TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Designation of Parties-----	
I	Purpose and Intent-----	1
II	Recognition-----	1
III	Union Security-----	1
IV	Stewards and Union Representation-----	4
V	Employer Rights-----	5
VI	Grievance Procedure and Arbitration-----	6
VII	No Strike Clause-----	8
VIII	Working Hours and Overtime-----	8
IX	Leaves of Absence-----	9
X	Probationary Period-----	12
XI	Promotions and Transfers-----	13
XII	Seniority-----	14
XIII	Rules and Regulations-----	17
XIV	Discipline-----	18
XV	Jury Duty-----	18
XVI	Sick Leave-----	19
XVII	Terminal Leave Pay-----	21
XVIII	Vacations With Pay-----	22
XIX	Workers' Compensation-----	23
XX	Holidays-----	24
XXI	Insurance Programs-----	25

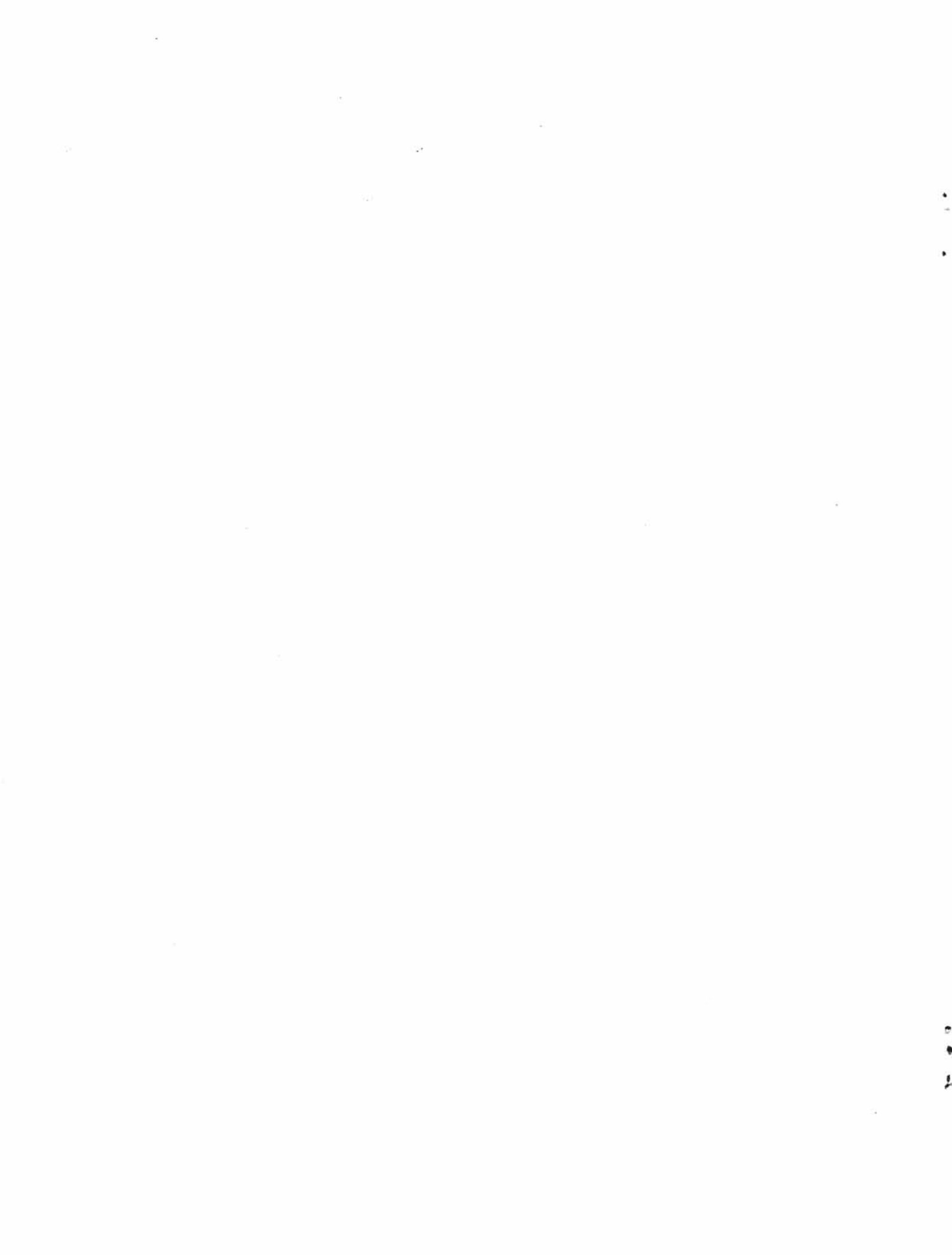
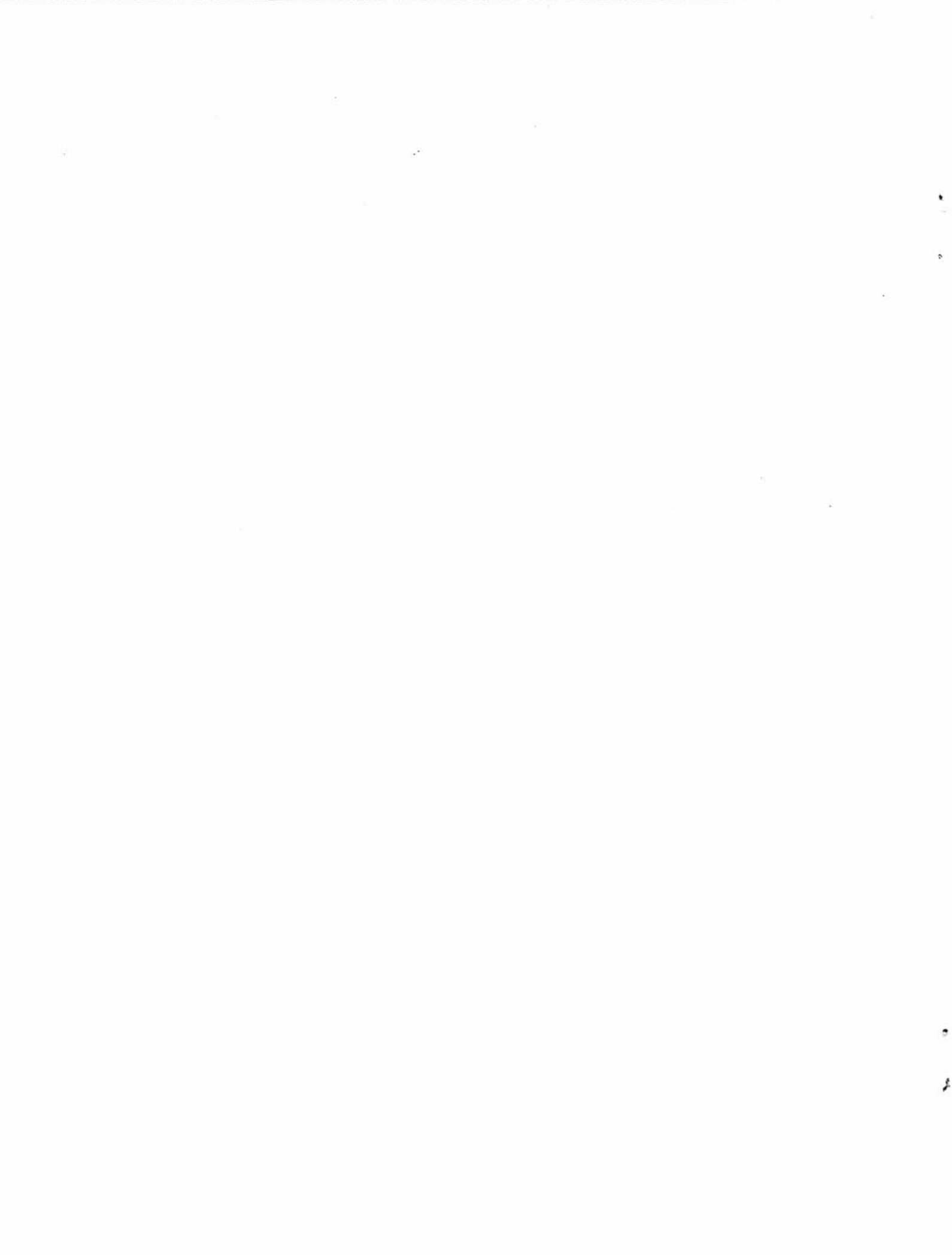


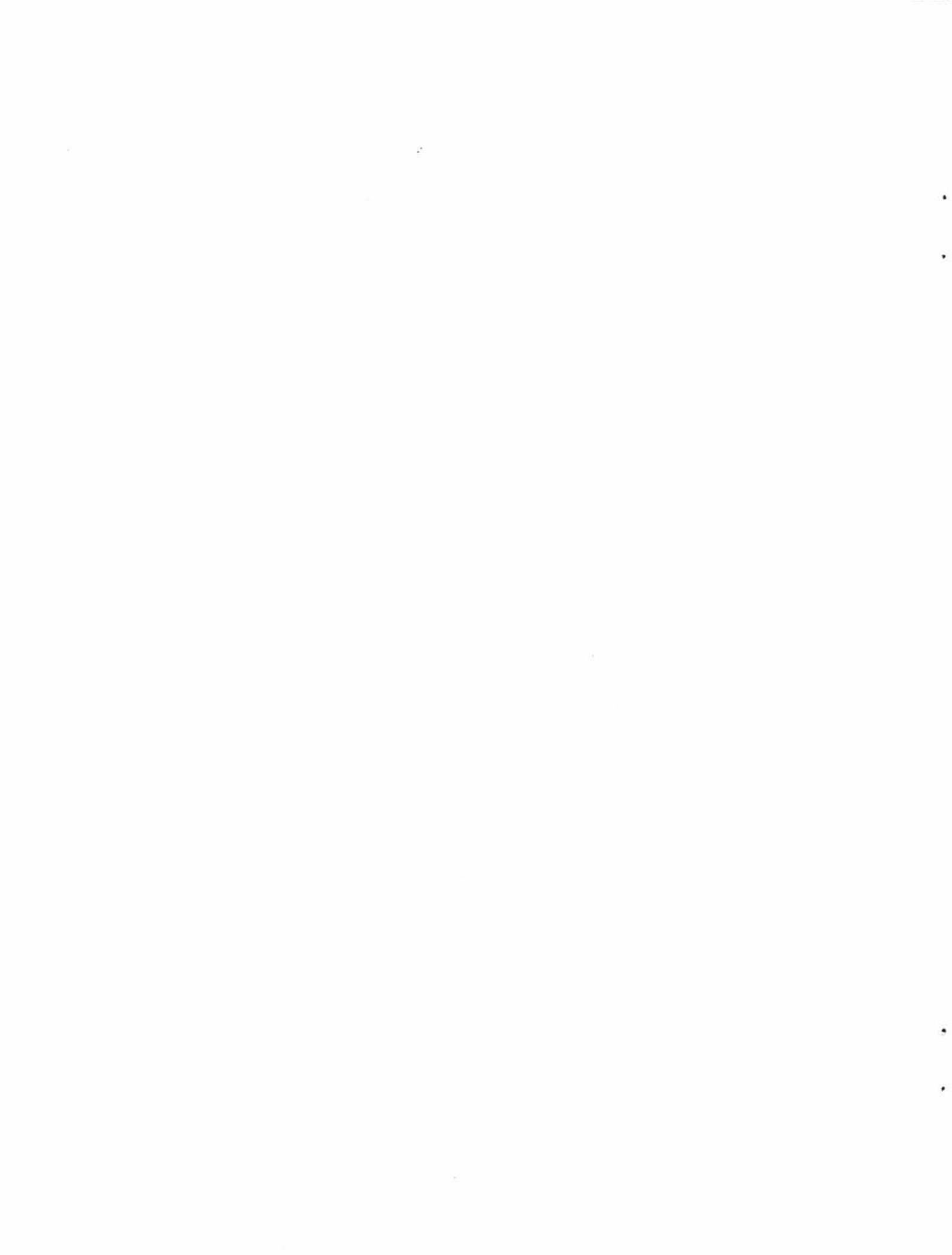
TABLE OF CONTENTS (continued)

<u>Article</u>		<u>Page</u>
XXII	Wage Schedules-----	29
XXIII	General Insurance Provision-----	30
XXIV	Waiver-----	30
XXV	General Provisions-----	30
XXVI	Duration and Termination-----	32
	Schedule A-----	34
	Schedule B-----	36
	Appendix A-----	38
	Appendix B-----	39
	Appendix C-----	40



AGREEMENT

This Agreement is made this 1st day of November 1994, between the School District of the City of Birmingham of Oakland County, Michigan, (hereinafter referred to as the "EMPLOYER"), and the Birmingham Supervisors Chapter of Local 1917 affiliated with Council No. 25 and chartered by the American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "UNION").



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 high quality service, oriented to the community.
- C. To these ends, the Employer and the Union encourage to the fullest degree that friendly and cooperative relations be conducted between the respective representatives at all levels and among all employees.

ARTICLE II

RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative, as defined in Act 379, Michigan Public Acts of 1965, for all facility supervisors; all high school, middle school and satellite cafeteria managers; Maintenance Supervisor; A-V Maintenance Supervisor; Supervisor of Fleet Maintenance; Supervisor of Transportation and Central Stores; Supervisor of Cafeterias; excluding Supervisor of Custodians; and all other employees as set forth in Certification No. R68 D-134, September 5, 1969.

ARTICLE III

UNION SECURITY

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that 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 which is achieved by tendering the uniformly required union dues and initiation fees.
- 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, 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 III, herein on the following basis:

Article III - Union Security (continued)

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, promoted, 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 for the duration of this Agreement, on or before the thirtieth (30th) day following their transfer, promotion, 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.
- E. It is further agreed between the parties that in no way shall the Employer be liable for uncollected service fee payments from employees not authorizing a payroll deduction for said service fee.
- 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 III.
- G. Dues Check Off.
 - 1. The Employer agrees to deduct the Union membership initiation fee, and once each month, dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer by the 20th of the succeeding month, after such deductions are made.
 - 2. The Employer shall not be liable for any errors or losses in the administration of this provision unless it is shown that the Employer was negligent in the care and handling of the monies involved.
 - 3. The following authorization forms shall be used for check off:

ARTICLE IV

STEWARDS AND UNION REPRESENTATION

A. The employees shall be represented by stewards in the following manner:

- | | |
|---|--|
| One (1) Union steward shall service all | M-2 and M-3 Facility Supervisors |
| One (1) Union steward shall service all | M-4 Facility Supervisors |
| One (1) Union steward shall service all | Supervisor of Cafeterias; High School, Middle School and Satellite Cafeteria Managers |
| One (1) Union steward shall service the | Supervisor of Fleet Maintenance, Supervisor of Transportation and Central Stores, A-V Maintenance and Maintenance Supervisor |

The Union's Chief Steward will be temporarily recognized by the Employer only when he/she is substituting for a steward or other Union representative who is absent from work, and the time limits of Article VI or the urgency of other matters in which he/she may be involved requires it.

- B. The names of all stewards shall be furnished in writing to the Employer promptly, and such notification shall be within the five (5) work days immediately following their appointment or election. No steward shall be recognized by the Employer or act on behalf of the Union until the Employer has been so notified.
- C. 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 shall advise their immediate supervisor. Approval for the steward to leave his/her job assignment for a reasonable period of time to complete his/her Union business will not be unnecessarily 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.
- D. 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 Employee 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 the requesting party shall be presented at the time the conference is

Article IV - Stewards and Union Representation (continued)

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.

ARTICLE V

EMPLOYER RIGHTS

- 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 and 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 VI

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 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. 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 or one (1) designated member of a group of employees having a complaint may present, or have his/her steward present, the complaint to his/her supervisor and request a meeting on the complaint which shall be held within the next three (3) working days. The parties shall make a sincere attempt to resolve the matter informally at this meeting. A memorandum of this meeting shall be prepared, dated, and initialed by the parties with each receiving a copy.

If the matter is not resolved at this meeting or the employee desires, the complaint shall be reduced to writing and be presented to the supervisor within the next two (2) working days, and the supervisor shall have the next two (2) working days to render his/her written disposition.

The parties agree that a Step 1 grievance should be filed as promptly as possible but shall be filed within the eight (8) working days that immediately follow the event or condition that is the subject or basis of the grievance, or within the eight (8) working days from which he/she has knowledge of such event or condition.

Step 2

A grievance submitted to Step 2 shall be presented to the Department Head within the three (3) working days immediately following receipt of the Step 1 written disposition. A meeting shall be held on the grievance within the next three (3) working days and shall be attended by the employee and his/her steward. The Department Head's written disposition shall be rendered within the next three (3) working days.

Article VI - Grievance Procedure and Arbitration (continued)

Step 3

If the grievance has not been resolved in Step 2, then the Union representative shall present the grievance in writing to the Superintendent of Schools or his/her designee within the next five (5) working days. The Superintendent of Schools or his/her designee shall meet with the Union representative and the aggrieved in an attempt to resolve the grievance within the next five (5) working days. The Step 3 disposition shall be rendered within the next five (5) working days.

Step 4 - Arbitration

If the grievance is still unresolved, either party may, within fifteen (15) working days after the Step 3 disposition, 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 five (5) 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/her 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/her findings of facts, reasoning, and conclusions on the issues submitted.

The power of the arbitrator stems from this Agreement and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He/she shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he/she 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/her 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. 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 VII

NO STRIKE CLAUSE

- A. The Union agrees that it and all employees shall not authorize, sanction, condone, or participate in any strike. Strike shall mean the concerted failure to report for duty, an unusual pattern of absences or mass absences, 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 violation of this Article, the Union will forthwith inform the employees involved their conduct is in violation of this Agreement and to immediately cease and desist from engaging in any activity prohibited by this Article.
- C. There shall be no liability for damages on the part of the Union if it promptly and reasonably takes such action as indicated herein.
- D. The parties agree an employee who commits any violation of this Article may be disciplined.

ARTICLE VIII

WORKING HOURS AND OVERTIME

- A. It is understood and agreed that the regular work week of all employees shall consist of a forty (40) hour week to be worked in five (5) eight (8) hour days, exclusive of meal periods. This provision is not to be construed, however, as either a guaranteed minimum or maximum work day or work week.
- 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, but there shall be no pyramiding.
- C. For day shift cafeteria employees, time and one-half (1.5) the employee's regular straight time hourly rate for all hours worked over eight (8) in one day and except for the afternoon shift satellite manager for daily hours worked after 5:00 p.m.
- 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.

Article VIII - Working Hours and Overtime (continued)

- E. Except for those employees assigned to check buildings on Sundays, 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 XX. Employees assigned to check buildings on weekends shall receive time and one-half (1.5) their straight time hourly rate.
- F. An employee who is called back to work due to an emergency, or other urgent reason after having completed his/her scheduled work day, or on a Saturday, Sunday, or a holiday shall receive a minimum of two (2) hours work or pay at double time his/her regular straight time hourly rate.
- G. An employee reporting for work for snow or ice removal shall be paid at the double time rate for all hours worked until their regular shift starts and double time after their regular shift if this same work continues or resumes.
- H. Custodial staffing requirements for major weekend and/or holiday activities such as a P.T.A. fair, an open house, a school's community education program, etc., conducted in a school building, shall be reviewed and decided on with the appropriate facility supervisor, subject to final approval by the director of physical plant or designee.

ARTICLE IX

LEAVES OF ABSENCE

- A. Sick Leave. All employees are entitled to a leave of absence in cases of protracted illness. The employee 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/she will not lose his/her seniority. When the employee returns to work, he/she will be placed in a position comparable to the type of work and wages of the classification which he/she left. The Employer shall not be required to re-employ any person who is not physically capable of performing the duties applicable to his/her position. Such employee shall be given the opportunity to work in another job classification if he/she is capable of performing such job.
- B. Educational Leave. Employees may be granted a leave of absence 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/her work or position. Such leave, however, may be granted as long as it does not unduly interfere with the orderly performance of work or functions of the schools.

Article IX - Leaves of Absence (continued)

C. Military Leave. Any employee serving in the United States Armed Forces shall, upon termination of such services, be offered re-employment in his/her 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.

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.

D. Maternity Leave.

1. An employee who becomes pregnant must notify in writing her immediate supervisor and Personnel Relations Department promptly, but in no event later than seven (7) days after medical confirmation of such pregnancy. Such notification shall include a statement from her physician verifying the fact that she is pregnant and giving the estimated date of birth.
2. Periodic statements from the employee's physician setting forth the employee's well-being and ability to perform all the employee's normal and regular job duties and functions shall be required. Such statements are necessary, at least monthly commencing with the employee's sixth (6th) month of pregnancy.
3. 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 normal and regular job duties and functions and does not create or present an occupational risk.
4. Additionally, if an employee seeks to work beyond the seventh (7th) month of pregnancy, a written waiver of liability shall be necessary saving the Employer harmless from any Workers' Compensation claims relating to the pregnancy or claims by the unborn child and/or by the employee's husband.
5. The employee shall submit a written request for a maternity leave to the Employer 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.
6. The maternity leave shall be through the post-natal examination.
7. Before returning to work, the employee must be certified by the employee's physician as ready and able to return to a full work assignment.

Article IX - Leaves of Absence (continued)

8. A maternity leave of absence is subject to the review and approval of an Employer appointed physician. If a difference of medical opinion arises relative to the employee's employment while pregnant or the maternity leave or re-employment, it shall be referred to a physician mutually agreeable to the parties for his/her 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. Also, because of the sensitive, unique, and medical nature of all matters and considerations applicable to a maternity leave and a pregnant employee, pertinent discussions and disputes shall not be subject to the grievance procedure, set forth in Article VI.
- 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. 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.

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed one (1) year, but it may be renewed upon application.
- F. Reasonable Purpose. Leaves of absence for a limited period not to exceed thirty (30) days may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period. Reasonable purpose in each case shall be mutually agreed upon by the Union and the Employer.
- G. All employees granted a leave of absence for one (1) month or more shall notify the Employer of their intent to return to work within five (5) days of the expiration date of the leave of absence.
- H. Application for Leave.
 1. Any request for a leave of absence shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time the employee desires.
 2. Authorization for a leave of absence shall be furnished to the employee by the 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 IX - 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, or a comparable position, they held at the time the leave of absence was requested. 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.
- I. A temporary vacancy due to a leave of absence exceeding four (4) consecutive work weeks granted to an M-2 facility supervisor or M-5 cafeteria manager will be offered to the most senior M-3 facility supervisor or M-6 cafeteria manager requesting it. Likewise, the above procedure will apply when a M-3 facility supervisor is on such a leave of absence and the most senior elementary facility supervisor requests such a temporary assignment.

ARTICLE X

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/her date of employment. Upon request, the probationary period may be extended by mutual agreement of the parties.

ARTICLE XI

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.
- B. A transfer is defined as a change to a permanent opening in the same classification, e.g., to another building.
- C. Whenever a vacancy in a position occurs, which position shall be considered to be a promotion within the meaning of Section A, 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. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for five (5) work days. Seniority shall be the governing factor if the employees applying or "bidding" have the qualifications necessary to perform the job.

The possession of the necessary qualifications as established, or lack of possession of same, by any applying or bidding employee shall be exclusively and solely determined by the Employer. In the event that additional qualifications are established, the Union will be informed.

In the event a dispute arises as to whether or not an employee meets the qualifications for a promotion, a competent individual will be selected by the parties involved to give an advisory opinion on the matter. The cost of such opinion will be paid equally by the Employer and the Union. The parties agree to give substantial weight to the advisory opinion to resolve the employee's dispute. The advisors shall not be school board members or employees.

- D. Any employee desiring a transfer within the meaning of Section B shall submit his/her request in writing to the Department Head. The employee shall send a copy to the Union Secretary. Such request must set forth the details of the transfer sought. An employee may have a maximum of three (3) transfer requests on file at any one time. Also, an employee shall be allowed to exercise a transfer, as set forth hereunder, once every twelve (12) months, measured from the date of his/her most recent transfer. Normally, a transfer request currently on file will be granted before a permanent vacancy is posted. A probationary employee, by agreement of the parties, shall not be eligible for transfers. It is agreed the Department Head maintains the right to initiate transfers he/she deems necessary, and this right will not be abused.

Article XI - Promotions and Transfers (continued)

- E. For filling vacancies, the successful bidder shall be granted a six week trial period to determine his/her ability to perform the job. If an employee is found unsatisfactory, he/she shall be returned to his/her former job. If an employee is found unsatisfactory or is denied the promotion, written reasons must be given to him. During the trial period, the employee may request to be returned to his/her former job, and such request shall be granted to him. In the case of promotions, the trial period shall be for nine (9) weeks.
- F. Any employee working above his/her job classification for three (3) days or more shall receive the higher pay for all time worked in such higher job classification. If an employee works below his/her job classification, he/she shall still receive the pay of his//her regular classification.

ARTICLE XII

SENIORITY

- A. Seniority is one of the prime factors in determining the following working conditions for employees covered by this Agreement and as provided for by its terms in the following categories:

Vacations
Transfers
Promotions

Demotions
Overtime
Reduction in Force

An employee shall acquire seniority after he/she has completed his/her probationary period.

- B. 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/she is discharged and the discharge is not reversed through the grievance process of this Agreement.
 3. If he/she 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/she fails to return to work from layoff when recalled from layoff, as set forth in the recall procedure provided herein, unless he/she gives explanations for the absence and lack of notice which are satisfactory to the school administration.

Article XII - Seniority (continued)

5. If he/she overstays a leave of absence, unless it is due to reasons satisfactory to the Employer.
 6. If he/she is on layoff for a period exceeding two (2) years.
 7. If he/she deliberately falsifies his/her employment application or a leave of absence application.
- C. Each six (6) months the Employer shall furnish the Union Secretary an up-to-date seniority list. It shall contain each employee's name, his/her current permanent classification and the seniority dates provided for in Section D. below. An alleged error in the seniority list shall promptly be brought to the attention of the Employer.

No changes shall be made in the seniority list after it has been issued for fifteen (15) or more days.

- D. Seniority shall be computed and applied as hereinafter provided, first within classification, then occupational group, and finally on the bargaining unit basis.

The total time since his/her most recent date of hire with the Employer shall be used to determine an otherwise eligible employee's vacation and terminal leave pay.

- E. Layoffs. Reduction in the work force shall be affected through the following procedures:

1. Probationary employees in the affected classification shall be terminated.
2. The necessary number of least senior employees shall be removed from the affected classification.
3. Any least senior employee so removed shall be able to exercise seniority rights to bump:
 - a. Into any classification on a bargaining unit wide basis in which he/she is qualified because said classification is sequenced according to the Occupational Groups diagram set forth in Section G., or
 - b. Because said employee has previously satisfactorily held a job in said other classification, or
 - c. Any other classification to which his/her seniority entitles him/her where he/she can satisfactorily meet the standards and perform the duties of the classification without a trial period.

Article XII - Seniority (continued)

4. With the approval of the Employer, an employee who has bumping rights as set forth in Section E., Subsection 3. above, shall have the right either to exercise the bump or to accept the layoff until recalled. He/she shall sign a waiver to this effect.
 5. The least senior employees who remain unplaced after the reduction in the required classifications and bumping is completed shall be laid off.
 6. The above layoff procedure does not apply to the normal reduction of work force during the time school is not in session.
 7. No employee shall be allowed to advance to a higher rated classification by the operation of this Section. No employee shall be allowed to bump into the Cafeteria Occupational Group by virtue of the operation of Section E.
- F. The Employer, except in those cases which are beyond its control, will give an employee who is to be laid off a two (2) week notice of such layoff. If an employee's job is eliminated, he/she shall be able to exercise his/her seniority within his/her classification or downward to a position he/she is qualified to perform.

Recall shall be in the reverse order of layoff, provided that a recalled employee must possess the ability to perform the work of the classification he/she is recalled to without training.

In the event of temporary layoffs due to acts or occurrences not initiated or controlled by the Employer, the employees immediately affected may be laid off for a period not to exceed one (1) week. If a temporary layoff exceeds one (1) week, the layoff shall thereupon be made in conformity with the provisions set forth above.

G.

OCCUPATIONAL GROUPS

GROUP I

Transportation/Maintenance

Maintenance
Supervisor

A-V Maintenance
Supervisor

Supervisor of
Fleet Maintenance

Supervisor of
Transportation
and Central Stores

Article XII - Seniority (continued)

GROUP II

Custodian

Facility Supervisor - M-2

Facility Supervisor - M-3

Facility Supervisor - M-4

Definitions:

1. A Level M-2 and M-5 facility shall be one consisting of 175,000 + of regularly assigned cleanable square footage.
2. A Level M-3 and M-6 facility shall be one consisting of above 75,000 to of 175,000 regularly assigned cleanable square footage.
3. A Level M-4 facility shall be one consisting of less than 75,000 of regularly assigned cleanable square footage (R.A.C.S.F.).

GROUP III

Cafeteria

Supervisor of Cafeterias

Cafeteria Manager (M-5)

Cafeteria Manager (M-6)

Satellite Cafeteria Manager

ARTICLE XIII

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.
- 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.

Article XIII - Rules and Regulations (continued)

- 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 VI.

ARTICLE XIV

DISCIPLINE

- A. The Employer shall have the right to discipline, suspend, or discharge an employee for proper cause.
- B. The Employer will notify the employee in writing of any disciplinary penalty he/she receives. Such notice to him/her shall also set forth the reason(s) for the Employer's action. The Union President will also be sent a copy of this notice..
- C. If the Employer determines that there is 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 suspension rather than a discharge, any days he/she is to be suspended will be counted in the total number of days of his/her discipline.

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

- D. This Article and Article VI shall not be applicable to a probationary employee.

ARTICLE XV

JURY DUTY

An employee who has acquired seniority and who is summoned and reports for jury duty as prescribed by applicable law shall be paid the difference between the fee he/she receives for such service and the amount of straight time earnings lost by him for such service up to a limit of eight (8) hours per day and forty (40) hours per week. If the time required for such service on any one day is four (4) hours or less, the employee will be required to return to work for the remainder of the day to his/her regular duties with the Employer. Such compensation shall be payable only if the employee (1) gives the Employer prior notice of call for such service, and (2) presents proper written evidence as to the service performed and the fee received.

ARTICLE XVI

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. 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) 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.
- 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, and mother-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 three (3) days per year. 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/she 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

Article XVI - Sick Leave (continued)

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.

D. Members of the custodial, maintenance, transportation, and receiving staff and cafeteria personnel will normally notify their immediate supervisor before 7:00 a.m. of any day on which they shall be absent.

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

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

E. 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	\$ 5,400
15	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 XVII

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 \$9000. 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.
- 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.
- E. Pay for unused sick leave days: Each employee with a minimum of five (5) years 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 of one hundred eighty days. Effective with 15 years of service or more, the maximum payout for unused sick leave days is contained in the above chart.

ARTICLE XVIII

VACATIONS WITH PAY

- A. Regular full time employees who work a twelve (12) month service year, who have completed the amount of service listed, and 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 5 working days

Article XVIII - Vacations With Pay (continued)

- B. Any employee who leaves the employment of the Birmingham Public Schools during the current fiscal year (between July 1st and June 30th 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 1st and June 30th of the succeeding year) by voluntary separation due to just cause as ascertained by the Superintendent of Schools or his/her delegated representative, shall be granted a pro-rata vacation as follows, provided that the employee gives two (2) weeks written notice of his/her intent to resign:

	<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 5 working days

- 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 XIX

WORKERS' COMPENSATION

Any employee who is absent because of an injury or disease compensable under the Workers' Disability Compensation Act (Michigan Public Act 317 of 1969 as amended) shall receive from the Employer, for a maximum of ten (10) weeks for his or her same compensable injury or disease, the difference between the Workers Compensation benefits payment prescribed by law and his/her regular salary before the injury or disease. Thereafter, to the extent and until such time as the employee shall have exhausted his/her sick leave days allowance provided for in Article XVI, Sections A and B, such difference shall be continued and payable to the employee for the remainder of his/her 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. In accordance with the Employer's current and established practice, as long as the employee continues to receive full pay, as hereunder provided, he/she will also continue to be provided with his or her insurance coverages set forth in detail in Article XXI.

ARTICLE XX

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
Good Friday
Easter Monday
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas
December 31st

- B. If a holiday is observed during an employee's vacation period, he/she 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/her regular straight time hourly rate.
- D. Employees called into work or assigned building checks 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.
- 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/her immediate supervisor or in the case of 12/24, 25 and 31 and 1/1, the holiday may also be observed on the preceding Thursday or the succeeding Tuesday, as requested by the board.

New Year's Day
Good Friday
Easter Monday
Memorial Day
Labor Day

Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day
December 31st

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

ARTICLE XXI

INSURANCE PROGRAMS

A. Blue Cross/Blue Shield

1. Hospital-Surgical-Medical Coverage

a. During the term of this Agreement, the Employer shall provide the employee 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 co-pay Prescription Drug Program (specifically the BC/BS Four Point Plan).

b. Effective January 1, 1995, each eligible employee shall have the option of selecting Blue Cross Blue Shield of Michigan Comprehensive Major Medical (CMM) benefit plan, with a \$250/500 deductible and riders ECV, MCR, and SAT with a \$7 co-pay Prescription Drug Program.

Effective January 1, 1995, the Board shall establish individual flexible benefits accounts of \$975 for a single coverage, \$1250 for dual coverage; and \$1350 for family coverage to be used to offset co-pays and deductibles for each employee who enrolls in the CMM benefit plan. This benefit is available and usable with the CMM benefit plan only and cannot be claimed or used by any employee for any other purpose.

2. Coverage for new employees shall commence the 1st of the month following the date of hire.

3. The parties agree that the Board has no obligation to provide hospital-surgical-medical insurance coverage to either the spouse 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.

4. 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.

5. The Employer may change to another carrier providing comparable benefits and coverages.

6. Option to Hospital-Surgical-Medical Insurance

For the duration of the time that the CMM benefit plan cited in Article XXI, Section A.1, above is part of this agreement an otherwise eligible employee who is not covered by the application of subsection 1 shall be granted the option of receiving a yearly cash stipend of \$1400 instead of being provided any hospital-surgical-medical benefit in accordance with the terms of this agreement. The employee may elect to take this stipend as a yearly tax deferred annuity (TDA) contribution instead of cash. The amount, cash, or TDA will be paid in equal installments on each pay check from September through June.

Article XXI - Insurance (continued)

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 XXI, A.1., above, and the other shall choose this option.

This section, above, 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 XXI, A.1.

7. The parties agree to participate on a joint committee that will consider hospitalization insurance costs, alternative coverages, variation in carriers and other matters.
8. Eligible employees hired on or after October 19, 1994 who choose health coverage, whose straight time hours are 37.5 per week or more, shall have their health premium paid by the board. All such employees whose straight time work schedules are for fewer than 37.5 hours per week but more than 27 hours, shall pay one quarter (1/4) the monthly premium. This paragraph shall not apply to employees hired before that date.

B. Life Insurance

The Employer shall provide all permanent employees working their full time schedules the following group term life insurance, including accidental death and dismemberment:

Supervisor of Cafeterias; high school, middle school and satellite cafeteria managers	\$35,000
12 months employees	\$40,000

C. Long Term Disability Plan

Effective when the Employer arranges this coverage with an insurance carrier and for the term of this Agreement, 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.

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 they became totally disabled, up to a maximum of \$800 per month, commencing 180 days after the date the employee becomes totally disabled and until they are able to return to work, attain age 65, or expire, whichever occurs soonest.

Article XXI - Insurance Programs (continued)

The employee's straight time monthly earnings shall be computed by dividing their regular straight time annual earnings by 12 months. Further, the amount of monthly benefits such totally disabled employees receive shall be reduced by any primary or secondary remuneration they are eligible for and/or receive 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 Employer shall provide all eligible permanent and full time employees, i.e., those employees who have acquired seniority and who are regularly scheduled to work a minimum of five (5) straight time hours per work day and twenty-five straight time hours per week, dental insurance coverage (100%/80%-80% maximum annual coverage \$1000 per person 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, 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.

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.

Article XXI - Insurance Programs (continued)

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 preexisting 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 to age 19.

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 VII of the Agreement shall not be operative with reference to the resolution of any such differences or problem.

It is expressly understood and agreed by the Union this dental insurance coverage shall not provide or include any coverage, benefits, or payments for orthodontia and it also agrees 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/her 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.

Article XXI - Insurance Programs (continued)

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

This plan also provides for internal coordination of benefits. Also an employee who is eligible for coverage or is covered by a dental plan provided elsewhere (e.g., via spouse's coverage) shall enroll as a single subscriber.

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.

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 XXII

WAGE SCHEDULES

- A. The hourly wage schedules and compensation for employees are set forth in Schedules A and B, attached hereto and made part of this Agreement.
- B. The hourly wage schedules and compensation set forth in Schedules A and B shall be in full force and effect through December 31, 1995.
- C. When an employee completes the probationary period, he or she will move up one step on the pay schedule. Each fiscal year thereafter he or she will move up one step.
- D. For the term of this Agreement, the Employer shall assume the obligation for and make the full and direct payment of each employee's legally required Michigan Public School Employees Retirement Fund contribution.
- E. M-2 and M-3 Facility Supervisors who are assigned to the afternoon shift shall receive a shift premium pay of .25 per hour.
- F. Reopener negotiations for the determination of calendar year 1996 wages (Schedule C), benefits, and language on two articles per side shall be exclusively conducted for this purpose.

ARTICLE XXIII

GENERAL INSURANCE PROVISION

The Employer, by payment of the premium payments required to provide the insurance coverages and the proper discharge of all other obligations set forth in Article XXI, shall be relieved from all other liability and obligations with respect to the providing of such insurance coverage. All other aspects of such insurance coverage shall be as set forth in the insurance carriers' policies, contracts with the Employer, and their rules and regulations.

The failure of an insurance carrier to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Employer or the Union, nor shall such failure be considered or claimed as a violation of any of the provisions of this Agreement.

ARTICLE XXIV

WAIVER

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.

ARTICLE XXV

GENERAL PROVISIONS

- A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Article XXI - General Provisions (continued)

- B. The provisions of the Occupational Safety Act (Michigan Public Act 282, 1967) shall be complied with by the Employer, Union, and all employees.
- C. 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.
- D. 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.
- E. The Employer shall reimburse an employee, who is authorized and required to drive their personal car in the course of performing work, at the mileage rate consistent with the prevailing IRS mileage reimbursement allowance for actual miles driven in the performance of their duties.

ARTICLE XXVI

DURATION AND TERMINATION

This Agreement shall remain in full force and effect until 11:59 p.m. the 31st day of December, 1996. 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.

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 1st day of November 1994.

AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, AFL-CIO

By Ellen Keith
Ellen Keith
Council 25 Union Representative

BIRMINGHAM SUPERVISORS CHAPTER 25 OF
LOCAL 1917, AFSCME, AFL-CIO

By Patrick Gosselin
Patrick Gosselin
President

By Margaret Cochran
Margaret Cochran
Secretary/Treasurer

SCHOOL DISTRICT OF THE
CITY OF BIRMINGHAM

By Geoffrey L. Hockman
Geoffrey L. Hockman
President

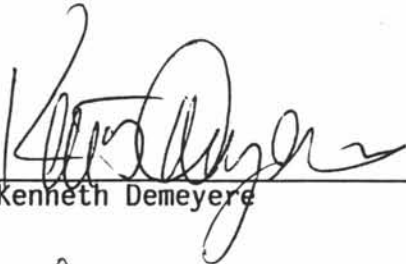
By David L. Garrett, Jr.
David L. Garrett, Jr.
Secretary

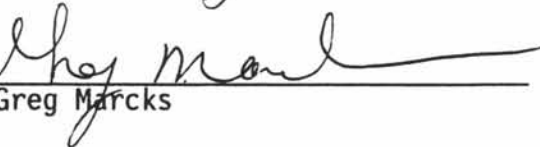
By John W. Hoeffler
John W. Hoeffler
Superintendent

By E. R. Scales
E. R. Scales
Director of Personnel
Relations

Article XXVI - Duration and Termination (continued)

Negotiating Committee Members:

By 
Kenneth Demeyere

By 
Greg Marcks

By 
Robert Mitchell

SCHEDULE A

As provided by Article XXII, Section B, of the current Agreement between the Board of Education of the School District of the City of Birmingham, Michigan and the Birmingham Supervisors' Chapter of Local 1917, American Federation of State, County and Municipal Employees, AFL-CIO, Schedule A, as set forth below, is effective January 1, 1994 through December 31, 1994.

CLASS	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
M-1	\$15.63	\$15.94	\$16.23	\$16.32	\$16.43	\$16.66	\$17.47	
M-2	14.61	14.89	15.21	15.33	15.48	15.67	16.39	
M-3	14.01	14.30	14.60	14.75	14.89	15.04	15.74	
M-4	13.35	13.67	13.98	14.06	14.28	14.37	15.07	
M-5	10.52	10.62	10.84	10.93	11.10	11.21	11.45	11.77
M-6	9.92	10.15	10.25	10.42	10.55	10.68	11.02	11.26

M-1 A-V Maintenance Supervisor; Maintenance Supervisor; Supervisor of Fleet Maintenance; Supervisor of Transportation and Central Stores

M-2 Facility Supervisor of a facility consisting of 175,000+ R.A.C.S.F.* and Supervisor of Cafeterias (39 weeks)

M-3 Facility Supervisor, of a facility consisting of above 75,000 to 175,000 R.A.C.S.F.

M-4 Facility Supervisor, of a facility consisting of less than 75,000 R.A.C.S.F.

M-5 Cafeteria Manager.

M-6 Cafeteria Manager; Satellite Manager

An employee whose permanent and regular Classification M-1 title is A-V Maintenance Supervisor; Maintenance Supervisor, Supervisor of Fleet Maintenance, Supervisor of Transportation and Central Stores, or M-2 title is Facility Supervisor; shall be eligible for an additional payment of \$2.00 over above their listed and appropriate hourly rate if they are determined to be qualified for this payment as exclusively determined through an evaluation by and the judgment of the Manager of Buildings and Grounds.

* R.A.C.S.F.= Regularly assigned cleanable square footage

SCHEDULE A (continued)

In addition to the foregoing classifications and based on their eligibility, .5 or 1/2 skills allowance or \$1.00 per hour shall be paid to all M-3 Facility Supervisors and .25 or 1/4 skills allowance or 75¢ per hour shall be paid to all M-4 Facility Supervisors.

Among the absolute requirements for meriting the aforementioned payments is they must be qualified to and capable of and regularly performing in an efficient manner 75% of the various service, repair, installation and other skilled job duties, functions and responsibilities performed by the employees and department they supervise.

Effective January 1, 1995, the leadership and training allowance that has been part of the contract since 1989 for all facility supervisors shall increase to .85¢ per hour and will be payable once a facility supervisor has attained 32 hours of district approved supervisory or job related training or instruction and maintains his or her eligibility for this pay by acquiring another 32 hours during each succeeding fiscal year. He or she must then provide a minimum of 16 hours of district approved training in each succeeding year to the employees assigned to the building where he or she is the supervisor.

The requirement that at least 16 hours of training be given to building employees will be reviewed by management and the union before the end of 1995. If management determines that such training is beneficial to the district and to those employees, the allowance will be increased to \$1.00 effective January 1, 1996.

Thereafter, for this payment to continue in future, the facility supervisors shall be required to satisfy the conditions of eligibility set forth above, in this section.

An employee must maintain eligibility by acquiring another 32 hours during each fiscal year. Therefore, this payment to continue for future years shall require satisfaction of the same conditions of eligibility. An asbestos removal premium of .50¢ per hour shall be added to the supervisor of fleet maintenance pay for the time that he or she actually does such work.

Journeyman/Technical Equivalency Option

An employee who possesses a journeyman's card or technical equivalency for the occupational field the employee is assigned to shall receive an additional 30¢ per hour. The technical equivalency for the Supervisor of Fleet Maintenance 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.

SCHEDULE B

As provided by Article XXII, Section B, of the current Agreement between the Board of Education of the School District of the City of Birmingham, Michigan and the Birmingham Supervisors' Chapter of Local 1917, American Federation of State, County and Municipal Employees, AFL-CIO, Schedule B, as set forth below, is effective January 1, 1995 through December 31, 1995.

CLASS	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
M-1	\$15.86	\$16.18	\$16.47	\$16.57	\$16.68	\$16.91	\$17.73	
M-2	14.83	15.11	15.44	15.56	15.71	15.91	16.64	
M-3	14.22	14.52	14.82	14.97	15.11	15.27	15.98	
M-4	13.55	13.88	14.19	14.27	14.49	14.59	15.30	
M-5	10.68	10.78	11.00	11.09	11.27	11.38	11.62	\$11.95
M-6	10.07	10.30	10.40	10.58	10.71	10.84	11.19	11.43

M-1 A-V Maintenance Supervisor; Maintenance Supervisor; Supervisor of Fleet Maintenance; Supervisor of Transportation and Central Stores

M-2 Facility Supervisor of a facility consisting of 175,000+ R.A.C.S.F.*; and Supervisor of Cafeterias (39 weeks)

M-3 Facility Supervisor, of a facility consisting of above 75,000 to 175,000 R.A.C.S.F.

M-4 Facility Supervisor, of a facility consisting of less than 75,000 R.A.C.S.F.

M-5 Cafeteria Manager

M-6 Cafeteria Manager; Satellite Manager

An employee whose permanent and regular Classification M-1 title is A-V Maintenance Supervisor; Maintenance Supervisor, Supervisor of Fleet Maintenance, Supervisor of Transportation and Central Stores, or M-2 title is Facility Supervisor; shall be eligible for an additional payment of \$2.00 over above their listed and appropriate hourly rate if they are determined to be qualified for this payment as exclusively determined through an evaluation by and the judgment of the Manager of Buildings and Grounds.

* RACSF = Regularly assigned cleanable square footage.

SCHEDULE B (continued)

In addition to the foregoing classifications and based on their eligibility, .5 or 1/2 skills allowance or \$1.00 per hour shall be paid to all M-3 Facility Supervisors and .25 or 1/4 skills allowance or 50¢ per hour shall be paid to all M-4 Facility Supervisors.

Among the absolute requirements for meriting the aforementioned payments is they must be qualified to and capable of and regularly performing in an efficient manner 75% of the various service, repair, installation and other skilled job duties, functions and responsibilities performed by the employees and department they supervise.

Effective January 1, 1995, the leadership and training allowance that has been part of the contract since 1989 for all facility supervisors shall increase to .85¢ per hour and will be payable once a facility supervisor has attained 32 hours of district approved supervisory or job related training or instruction and maintains his or her eligibility for this pay by acquiring another 32 hours during each succeeding fiscal year. He or she must then provide a minimum of 16 hours of district approved training in each succeeding year to the employees assigned to the building where he or she is the supervisor.

The requirement that at least 16 hours of training be given to building employees will be reviewed by management and the union before the end of 1995. If management determines that such training is beneficial to the district and to those employees, the allowance will be increased to \$1.00 effective January 1, 1996.

Thereafter, for this payment to continue in future, the facility supervisors shall be required to satisfy the conditions of eligibility set forth above, in this section.

An employee must maintain eligibility by acquiring another 32 hours during each fiscal year. Therefore, this payment to continue for future years shall require satisfaction of the same conditions of eligibility.

An asbestos removal premium of .50¢ per hour shall be added to the supervisor of fleet maintenance pay for the time that he or she actually does such work.

Journeyman/Technical Equivalency Option

An employee who possesses a journeyman's card or technical equivalency for the occupational field the employee is assigned to shall receive an additional 30¢ per hour. The technical equivalency for the Supervisor of Fleet Maintenance 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.

APPENDIX A

LETTER OF UNDERSTANDING

November 1, 1994

TO: AFSCME LOCAL 1917

Council 25, Birmingham Chapter

During the term of our 1994-96 Agreement and at the request of the Local 1917 member applicant(s), the Employer agrees to offer such employee(s) the first scheduled interview(s) for a position covered by the bargaining unit.



E. R. Scales
Director Personnel Relations

APPENDIX B

LETTER OF UNDERSTANDING

Reference Date:
November 21, 1989

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, we will as legally required, meet to negotiate on the matter.



Ellen Keith
Staff Representative
Council 25



E. R. Scales
Director of Personnel Relations



Patrick Gosselin
President



James M. Hoorn
Director of Buildings and
Grounds

et
AFSCME2/PERR/CONT

APPENDIX C

LETTER OF UNDERSTANDING

(Reference Date)
September 26, 1990

TO: AFSCME Local 1917
Council 25, Birmingham Chapter

RE: Schedules A & B of the 1989-90 Master Agreement
Journeyman/Technical Equivalency Option

The current contract language is as follows:

Journeyman/Technical Equivalency Option

"An employee who possesses a journeyman's card, or technical equivalency for the occupational field the employee is assigned to shall receive an additional 30¢ per hour. The technical equivalency for the Supervisor of Fleet Maintenance 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."

AFSCME Local 1917 and the School District agree that an employee may receive an additional 30¢ per hour (up to a maximum of 60¢ per hour) if they successfully possess any of the following:

- An additional journeyman's card for an occupational field to which assigned.
- A Master's card/license for an occupational field to which assigned.
- An Associate's degree for an occupational field to which assigned.
- The Silver Spoon Award for cafeteria employees.
- A minimum of 150 contact hours in job related course work where an associate's degree is not offered. Two plans may be followed to achieve the necessary contact hours.
 - a. 32 hours maximum of approved supervisory or job related training or instruction combined with 118 ours from training outside of the school district that is documented by transcripts, C.E.U.'s, etc.
 - b. 32 hours maximum of documented previous inservice in the Birmingham School District combined with 118 hours from outside training that is documented by transcripts, C.E.U.'s, etc. (no leadership and training hours may be counted under this plan).

Appendix C - Letter of Understanding (continued)

- An additional 30¢ per hour shall be paid when the Supervisor of Fleet Maintenance possesses a total of 10 state and/or federal skills certifications.

A joint committee of management and Local 1917 shall report by November 15, 1990 the result of their research into what outside training programs and classes are available and should be counted towards meeting the intent of A & B above.

It is understood by both parties that it is the responsibility of the employee to notify his/her supervisor when they have completed the requirements for the journeyman/technical equivalency option(s).

Payment will begin after all necessary documentation has been provided to the employer.

/s/ Ellen Keith
Staff Representative

/s/ R. Douglas Pretty
Director of Personnel Relations

/s/ Elmer Peters
President
AFSCMe Local 1917

/s/ James M. Hoorn
Director of Physical Plant

et

AFSCME2/PERR/CONT

