

12/31/97

**AGREEMENT BETWEEN THE
BLOOMFIELD SCHOOLS**

AND THE

**AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES**

January 1, 1995 to December 31, 1997



Bloomfield Hills Schools

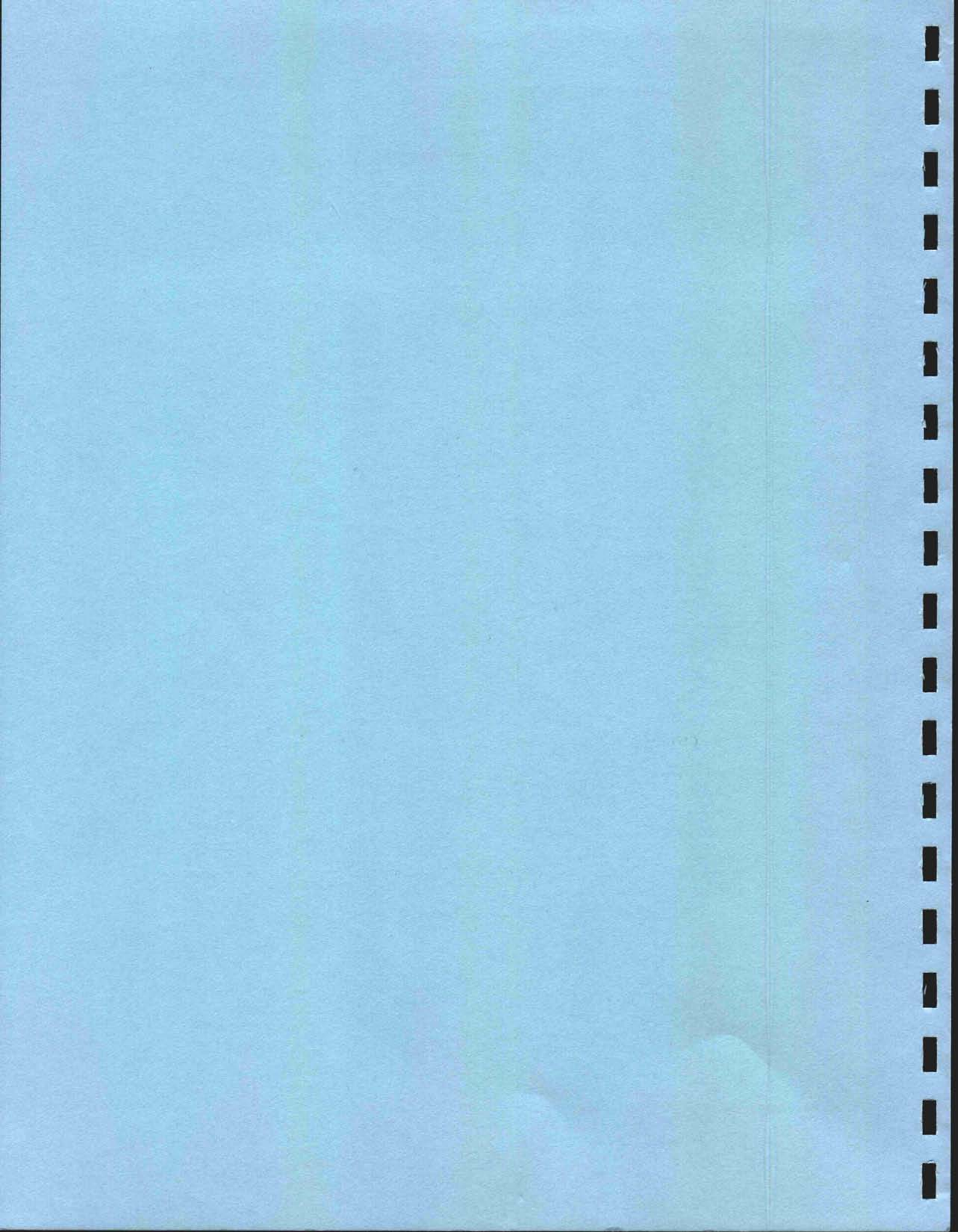


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ARTICLE I - AGREEMENT

This Agreement entered into this 19th day of April 1994, and effective January 1, 1995, by and between the Board of Education of the Bloomfield Hills School District, Oakland County, Michigan, hereinafter referred to as the "Employer" or as the "Board," and Michigan State Council #25, American Federation of State, County and Municipal Employees, AFL-CIO and its Local Union #1628, hereinafter referred to as the "Union." All references to individuals in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female staff.

ARTICLE II - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School Board does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment for the term of this Agreement of all staff of the School District included in the Bargaining Unit described below.

The School Board recognizes the Union as the exclusive representative, for purposes of collective bargaining in respect to rates of pay, wages, hours, terms and conditions of employment of all staff of the School District included in the following bargaining unit: all custodial, maintenance, farm helper, cafeteria, grounds, and transportation staff, excluding supervisors and all other staff.

ARTICLE III - REPRESENTATION

A. The Union will furnish the Employer with a list of the names of the officers, staff representative and stewards who have responsible control of the dealings between the Employer and the Union, and will keep said list current as to any changes that may occur.

B. Individuals in the bargaining unit will be represented by stewards, selected as the Union may determine, as follows:

- One chief steward
- One steward for Transportation (mechanics & drivers)
- One steward for Cafeteria
- One steward for Custodial, Maintenance, Farm Helper and Grounds

C. An alternate steward may be designated, but shall function only in the absence of the regular steward.

D. To qualify as an official or for a stewardship in the Union, the individual shall have at least completed the probationary period.

E. The Employer agrees to recognize a Union Grievance Committee, which shall be composed of the Chief Steward and the three (3) department stewards, as set forth above. The function of the Grievance Committee shall be to advise staff, to review all grievances filed and determine if they should be processed through the grievance procedure, and to participate in the grievance procedure meetings as necessary and as arranged with the Employer. It is understood, however, that the department stewards only have the right to process a grievance through Step One of the grievance procedure. For all succeeding steps of the grievance procedure, as set forth hereinafter, the Chief Steward shall be in charge of the processing of such grievance.

ARTICLE IV - UNION SECURITY & DUES CHECK-OFF

A. Union Security

1. Each member of the Union shall pay membership dues to the Union throughout the term of this Agreement. Each individual who shall not become a member of the Union within forty-five (45) working days after the effective date of this Agreement, and each individual who shall not maintain his membership in the Union, shall, as a condition of continued employment, pay to the Union each month a service charge toward the administration of this Agreement--an amount equal to the regular monthly membership dues of the Union.
2. Individuals hired, rehired, or reinstated in the unit shall, within five (5) days after the forty-fifth (45th) working day following their employment or reinstatement in the unit, as a condition of continued employment, tender the initiation fee and periodic monthly dues or tender the monthly service charge for the duration of this Agreement.
3. The Board shall not be liable for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by the individuals as authorized in writing. Further, Local 1628 shall protect, indemnify and save the Board harmless against any and all claims, demands, costs, suits and any other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board for the purpose of complying with this Article.

B. Dues Deduction

The employer agrees to deduct the Union membership dues, or the service charge each month, from the pay of those individuals who request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Local Union. The total amount of the authorized deductions shall be remitted, together with an itemized statement, to the Treasurer of the Local Union, by the 20th of the succeeding month. Those individuals not authorizing a payroll deduction must remit such dues or service charge directly to the Union.

ARTICLE V - RESERVATION OF RIGHTS

A. The Board of Education, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and Laws of the State of Michigan, including, but without limiting the generality of the foregoing, the rights:

1. To the executive management and administrative control of the School system and its properties and facilities, and the activities of its staff.
2. To hire all staff and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or for dismissal or demotion; and to promote and transfer all such individuals.
3. To determine the hours of employment and the duties, responsibilities and assignment of staff with respect thereto, and the terms and conditions of employment.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and Laws of the State of Michigan.

ARTICLE VI - SENIORITY

A. Seniority of all individuals shall commence with the date of the latest hire by the Bloomfield Hills School District. Seniority shall be by department: (1) Custodial, (2) Maintenance, (3) Transportation, (4) Grounds, (5) Cafeteria, (6) Transportation Mechanical and (7) Farm Helper.

Temporary move up to garage service position may be staffed by bus drivers on the extra/overtime list; and for custodial services by custodial staff.

Effective January 1, 1982, individuals who transfer from one department to another department shall have their seniority frozen at the amount earned as of the last day worked in the department from which the individual transferred.

The individual who transfers between departments shall begin accumulating seniority in the department to which they are transferring, from the first day worked in that department.

Total length of service in the District will be used for determining salary placement and fringe benefits for those eligible. No individual shall maintain seniority in more than two (2) departments at the same time.

When more than one (1) individual is hired on the same date, seniority will be determined by alphabetical sequence using the last name, at the date of hire, first name and middle name in that order.

B. Seniority Lists

1. The seniority list for each department on the date of this Agreement will show the names, date of hire, departmental seniority, and job title of all staff of the department entitled to seniority.
2. The Employer will keep the seniority lists up to date by providing each building and the Union with a current copy each November and May.
3. The Board will provide the treasurer with the names of new hires upon completion of the probationary period.
4. Seniority shall not be affected by race, creed, sex, marital status or dependents of the individual.

C. Probationary Period

1. New staff hired in the unit shall be considered probationary for the first forty-five (45) consecutive working days of employment. Said probationary period shall be without seniority, leave days or other benefits. The Employer shall have the right to discharge and discipline probationary staff, and this action is not subject to appeal or grievance.

2. If the individual is continued in employment beyond the forty-five working day probationary period, the individual shall acquire the status of regular staff and seniority shall be established from the first probationary day worked. The individual shall be credited with earned leave days from the first probationary day worked.
3. The Union shall represent probationary staff for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment. The Board shall be the sole judge of the qualifications of probationary staff for continued employment.

D. Loss of Seniority

An individual shall lose seniority and be terminated if:

1. The individual quits or is discharged and the discharge is not reversed.
2. The individual fails to report for work within ten (10) working days from the date of mailing of notice for recall and fails to present a satisfactory reason to the Board.
3. The individual is laid off for a period exceeding two years.
4. The individual fails to return to work upon the expiration of a leave of absence and fails to present a satisfactory reason to the Board.
5. The individual is absent for three (3) consecutive working days without notice or approval.
6. Dual seniority individuals laid off from Food Services will retain their seniority unless they resign their position in the department or refuse recall.

E. Employment Status

1. An individual who transfers or who is promoted to a position under the employer not included in the bargaining unit shall have accumulated seniority frozen as of the day the unit is left.
2. In the event the individual returns to the bargaining unit, reinstatement will be in the same job classification with the group classification held prior to leaving the bargaining unit, provided the individual has the seniority to hold the job and there is a vacancy. The individual may also assume the first position available in a lower classification, provided seniority allows. The time spent

out of the bargaining unit will not be counted toward seniority within the unit.

3. Those individuals who leave the bargaining unit but still remain employed by the Board of Education and who re-enter the bargaining unit shall have total years of service with the Board of Education counted as the basis in determining salary placement, vacation and longevity.

F. Posting and Bidding

Vacancies will be posted for a period of five (5) working days in all departments, during which time individuals who desire the position may apply by bid (except as defined in Article XI, Transportation, paragraph 6). Each posting will state the position, classification, department, location and number of hours to be worked, where to obtain bid forms and where to send bids.

G. Filling Vacancies

1. Promotion, demotion, or transfer to any position included in the bargaining unit shall be accorded to the senior qualified bidder with a satisfactory work record in that department.
2. If bids are not received from individuals within the department and a senior qualified staff member is not available for the position, the vacancy shall be awarded to the senior qualified bidder who has the longest length of service within the bargaining unit.
3. An individual not eligible for transfer or demotion, may be reassigned by mutual agreement of the parties to a position for which there are no other senior qualified bidders. No individual will be moved by mutual agreement if there is a senior qualified bidder with greater departmental seniority. Transfer by mutual agreement of the parties is not subject to the grievance procedure by any member of the bargaining unit or the Union.
4. Individuals shall be qualified as defined in the job description to perform the work.
5. Individuals desiring a transfer from one department to another shall have a satisfactory work record and a minimum of two (2) years current service to the District. Such applicants shall successfully demonstrate knowledge of the work of the position for which application is made.
6. If the individual is awarded the department transfer, said staff member shall have a twenty (20) day trial period to

demonstrate the ability to satisfactorily perform the duties of the job.

If the individual elects to decline the department transfer, or is deemed unsatisfactory, said staff member will be restored to the former position, school or bus run.

7. There will be no more than three (3) individuals transferred into a department from outside said department during a calendar year except for cafeteria department. In the event a ten (10) month staff member is selected for transfer to another department, the assignment will not be initiated until a satisfactory replacement is secured or on the sixteenth (16) working day, whichever comes first.

Staffing of cafeteria positions from outside the department will be on an alternating basis starting with a transportation staff member first, followed by a non-bargaining unit member next, each calendar year. Should the first position posting be unbid by a bargaining unit member, the position may be staffed from outside the unit with the next position going to a transportation staff member.

It is agreed and understood that a transportation staff member shall be given preference according to seniority over individuals who have not worked as a substitute in food service for at least 30 working days prior to the job posting, for a food service position.

8. No individual shall exercise seniority in two departments concurrently to work more than eight (8) regular scheduled hours per day. Further, the Employer shall not be required to place more than one person per middle school/junior high and three persons per senior high, from the Transportation Department, in the Food Service Department.
9. If more than one position is posted at the same time, an individual may bid on more than one position, showing a preference for the posted openings.
10. Vacancies created by promotion and department transfer will be posted immediately upon successful completion of the trial period.
11. A change in position through transfer or demotion shall not occur more than twice per calendar year.
12. Except for unusual circumstances, posted positions will be filled within ten (10) working days after the end of the posting period.

H. Trial Period

The individual selected for promotion within the department will be given up to a twenty- (20) working day trial period in which to demonstrate the ability to satisfactorily perform the duties of the job. If the individual elects to decline the promotion, or is deemed unsatisfactory, said individual will be restored to the former position and school.

I. Trial Period Rate

During the trial period, the individual will receive the rate of pay for the job being performed.

J. Successful Bidder

Should the senior qualified bidder refuse the position, or not complete the trial period, the next senior qualified bidder from the posting will be considered for the vacancy.

K. Summer Jobs

All bus driving summer jobs shall be posted five (5) working days prior to the end of each year, or as soon as possible if not known by that date. All drivers wanting summer work will sign one list; available runs will then be picked by drivers from the list according to seniority. Runs available after posting will be posted and available for any of these drivers on the summer list according to seniority.

L. Preferential Seniority

Seniority of Union officials: notwithstanding their position on the seniority lists, Local President, Vice president, Secretary-Treasurer, Local Recording Secretary, Chief Steward and the Department Steward(s) shall have the highest seniority within their departments in case of layoff. Retention in case of layoff will be premised on the ability to do the work with no trial period.

M. Layoff

In the event that it becomes necessary to reduce the number of staff through layoff from employment, substitute and temporary staff, then probationary staff in the affected positions and departments will be laid off first.

In the event layoff of regular seniority staff becomes necessary, those individuals in the affected positions and departments shall be removed first; except cafeteria where dual seniority individuals will be removed first in seniority order.

Any individual so removed may exercise department seniority to remove the least senior staff member in the same or lower classification, provided the individual has the seniority, can satisfactorily meet the standards and is capable of performing the work without a trial period.

If an individual is unable to remove any staff member within a department, and the individual has frozen seniority in another department, the individual shall use only the frozen seniority to remove any least senior staff in the same or lower classification in the department to which the individual is returning.

The least seniority staff who remain unplaced after the reduction in force has been finalized and bumping completed, will be laid off.

Individuals to be laid off for an indefinite period of time will be given at least ten (10) working days notice of layoff. Copies of layoff notices will be sent to the Local president on the same date the notices are issued to affected individuals.

N. Recall

Recalls in any department will be in reverse order, that is, a senior laid off individual will be given priority of work over a junior laid off individual, provided the individual is capable of performing the work. All staff having seniority in the department will be recalled before any new staff are hired or any former probationary staff are rehired, or temporary staff are hired or rehired. Each individual is responsible for keeping the employer advised in writing of any change of address and will not be excused for failure to advise the employer in writing of change of address.

Notice of recall shall be sent to the individual at the last known address, as shown on the employer's records, by registered or certified mail. If an individual fails to report to work within ten (10) working days from date of mailing of notice of recall, the individual shall be considered as having quit.

O. Bumping

1. Any individual may bump (take the job of) the least senior individual holding the same job title. In the event there is no less senior individual or same job title, the individual may displace the least senior individual in the same pay grade. If there is no least senior individual, that individual may bump the least senior person in any lower classification with shift preference. Individuals who bump into the same pay grade or lower classification must be able to perform the work satisfactorily without a trial period.

Bus drivers and Food Service staff will follow the defined procedure in this article but may displace the least senior in their classification or any lower classification with equal hours or lower, as close as possible if equal hours are not available.

2. Bumping may be initiated when the individual finds that one of the following circumstances occur:
 - a. The Employer abolished the position.
 - b. The individual is bumped by a higher seniority staff member.
 - c. The Employer changes the job description and the rate of pay.
 - d. The Employer reduces the hours of work by more than one-half of one hour of those individuals working 6 hours or more per day.
 - e. The individual returns after a leave of over six (6) months and finds their job assigned to another individual.

The individual must bump within 24 hours of knowledge of the displacement. This time limit does not include Saturday, Sunday, or holidays. Upon failure to exercise the bump granted by conditions numbered a, b, and e, above, the employer may place the individual. Upon failure to bump granted by conditions c and d the individual shall remain on the same job and lose the bumping right.

In the event of multiple bumps, the Board of Education and the Union may agree to make such bumps simultaneously at one meeting. All individuals will be given five working days written notice which will include the date, time and location of said meeting. The individual must be present or may elect to have a Union officer represent him in the case of sickness or vacation. All bumps will be made at the time of the meeting and will be final.

3. Bus drivers returning from medical leave after run-pick will return as a relief driver. If seniority permits, the returning individual may bump the least senior mid-day driver, with comparable hours held at the time the leave began.
4. Individuals returning from a leave of absence, except as defined above in Section O-3, of less than six months during a school year shall be returned to their former position.

ARTICLE VII - NON-SENIORITY STAFF

A. Temporary Staff

Temporary staff (those hired for a period of 90 working days, or less) are not part of the bargaining unit and are not covered by the provisions of this Agreement. Any individual hired on a temporary basis to work during recess periods, such as winter, spring and summer, will be employed to supplement the regular work force. Employment for the above recess periods will occur between the dates, as listed:

Spring: week before and week after
Summer: May 1st to September 30th
Winter: week before and week after

B. Substitute Staff

Substitute staff are not part of the bargaining unit and are not covered by the provisions of this Agreement, and will be those people hired only to replace regular staff. Substitutes will not be used to supplement the regular work force, but only to replace regular staff who are not working and who are expected to return to work at a later date. In no circumstance shall such replacement by a substitute exceed six (6) months in duration for a given position. Upon the six-month period being completed, the position staffed by a substitute will be posted for bidding.

C. Student help may be used to replace the farm helper for vacation reasons and other absences. Posting due to absence will be as defined in Section B of this article.

D. Substitute staff may be used to replace regular staff who are released to attend activities such as in-service, seminars or workshops.

ARTICLE VIII - GRIEVANCE

Any complaint by an individual concerning the application, meaning, interpretation or alleged violations of this Agreement, or concerning any disciplinary action, shall be processed as follows.

No grievance shall be processed unless it is presented within five (5) working days of its occurrence, or knowledge of its occurrence. The time limits set forth in Steps One through Four may be extended for good cause shown, or mutual consent of the parties.

Step One

An individual who believes they have been unjustly dealt with or that any provision of this Agreement has not been properly applied or interpreted may discuss the complaint with the department manager with or without the assistance of the steward, at the option of the individual. Provided, however, that any adjustment made is not inconsistent with the provisions of the contract. All parties shall discuss the complaint and make every effort to reach satisfactory settlement at this point. The individual shall have the option to discuss the complaint with the Union steward before discussion with the department manager. The meeting will be held between the grievant and the department manager, with optional attendance by one additional member from the Board and Union, upon mutual agreement. The department manager shall render a verbal decision at the conclusion of the meeting or within five (5) working days of the meeting to the parties.

Step Two

If the matter is not satisfactorily settled, the grievance must be reduced to writing by the Chief Steward and submitted to the department manager within five (5) working days of the Step One response. The written grievance shall set forth the nature of the grievance, the date of the matter complained of and the identity of the individual(s) involved. Within five (5) working days of the Step Two appeal the department manager must render a decision in writing to the Chief Steward and the grievant.

Step Three

If the department manager's decision is not acceptable to the Union, the Chief Steward will refer the grievance to the Union, which may process the grievance to Personnel within five (5) working days of the response at Step Two. A meeting between at least two (2), and not more than four (4), representatives of the Union and representatives of the Board shall take place within five (5) working days. The presence of the aggrieved individual may be requested by either party to testify, as needed.

Personnel shall have five (5) working days from the date of the meeting to render a decision on the grievance, in writing, to the president, Chief Steward, or the grievant.

Step Four - Arbitration

The Union may refer the matter to arbitration, provided that notice (Voluntary Demand for Arbitration) to refer the matter is received in the American Arbitration Association

office within thirty (30) calendar days from the date of the written decision at Step Three. Upon mutual agreement, a third-party arbitrator may be selected who will schedule a hearing and render a decision within the confines of the arbitration language of this Master Agreement. Should the parties not mutually agree on a third-party arbitrator, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the Rules of the American Arbitration Association.

The arbitrator shall hear the grievance in dispute and shall render a decision in writing within thirty (30) calendar days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Employer, the Union, and the individual(s) involved.

The arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the application or interpretation of such expressed provisions. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of Michigan School Laws.

The arbitrator's fees and expenses shall be shared equally by the parties. The expenses and compensation for attendance of any staff member, witness, or participant in the arbitration shall be paid by the party calling such individual, witness, or requesting such participant.

Grievance Conditions

An earnest effort shall be made by both sides to settle any grievance at Step One, and, if necessary, at each subsequent step.

Before commencing the investigation of any grievance (that requires action during working hours), the steward shall get the permission of the supervisor. It is understood by the parties, however, that the investigation, presentations, or consultation on grievances should be carried on outside working hours whenever possible. In the event a steward must use working time to investigate a grievance, it shall be done as expeditiously and with as little interruption of work as possible. The appropriate Union representatives may be allowed time off the job without loss of time or pay, with the approval

of the department manager, to meet, or the meeting will be scheduled at a non-work time.

Upon mutual agreement of both Union and Board, a grievance may be expedited and moved to a higher level for hearing.

ARTICLE IX - DISCIPLINARY ACTION

The Board and the Union mutually agree that all discipline shall be handled in a discreet manner. The parties of this Agreement recognize and agree to the principle of progressive discipline. The parties agree that this article is not applicable to an individual during the probationary period.

A. Types of Discipline

1. The Employer may issue a written reprimand. The Board shall provide a copy of the reprimand to the individual, Chief Steward, and Department Steward.
2. The Employer may issue a disciplinary layoff. The Board shall provide a written explanation of the disciplinary action, containing the reason and the discipline, to the individual, Chief Steward, and Department Steward. This confirmation of action shall be provided within two working days of the incident.
3. The Employer may issue a suspension to an individual, with a notice to the individual and the Chief Steward that a hearing is to take place to review the situation and determine what disciplinary action, if any, should be taken. It is understood that a suspension will be implemented only if the Employer feels that the individual must be removed from District property. The hearing shall take place as soon as the Employer, staff member, and Union representative(s) can be present, but in no case later than two working days after the incident.

The Employer shall provide a written reason for the suspension to the Chief Steward and the individual as soon as possible, but in no case later than the close of the next business day, or thirty minutes prior to the hearing, whichever comes first.

The Employer shall provide a decision as to the disciplinary action, if any, up to and including discharge, in writing, within three working days of the hearing.

B. Appeal of Discipline

It is understood and agreed between the parties that the appropriate steward shall be promptly notified, verbally, of disciplinary layoff or suspension. It is agreed that the disciplined staff member shall be allowed to discuss the discipline with the appropriate steward.

Should the disciplined individual, or the Chief Steward, consider the discipline to be improper, a grievance shall be presented in writing, through the Chief Steward, to the Board within five (5) regularly-scheduled working days after the written decision. Disciplinary layoff or discharge shall be referred to the third step of the grievance procedure; written reprimands to the first step.

C. Personnel File Content

Should a disciplinary action be reversed through the grievance procedure, the individual's file will be purged of information concerning the alleged incident.

An individual may petition in writing to the Assistant Superintendent for Personnel to have the file purged of detrimental statements.

ARTICLE X - SPECIAL CONFERENCES

A. There shall be established under this article a closed forum, hereinafter called "special conferences," for the purpose of improving relationships. It is understood by the parties, however, that the special conferences are not to be construed or utilized as a grievance or "gripe" session. It is to be utilized solely as a constructive basis for important matters. It is not to be considered as negotiations, except as provided elsewhere in this Agreement.

B. Special conferences will be arranged between the local Union President and the Employer or its designated representatives by mutual consent of the parties. Such conferences shall be between two or three representatives of the Employer and two or three representatives of the Union (a Council representative may be present at such conference). Arrangements for the conference shall be made in advance, and a written agenda of the matters to be taken up shall be presented at the time the conference is requested. The names of the persons to be present shall be submitted prior to the conference. Matters taken up at special conferences shall be confined to those included in the agenda. An individual shall not lose time or pay for time spent in a special conference during the regular working day.

C. The representatives of the Union may meet at a place designated by the Employer on the Employer's premises for at least one-half hour (but not to exceed one hour) immediately preceding the special conference.

ARTICLE XI - WORKING HOURS

Schedule of Shifts

The work day shall commence with the start of the first shift and shall consist of up to three (3) shifts, as required, within twenty-four (24) hours. The schedule of shifts shall be as follows:

A. Operating/Custodial, Maintenance, Grounds and Farm Helper

1. Starting times will be determined by the Employer, within the hours listed below. All shifts shall consist of eight (8) consecutive hours, including a paid thirty (30) minutes lunch period.

The work day shall consist of eight (8) hour shifts between the hours of:

5:30 a.m. - 5:30 p.m.	Farm Helper
5:30 a.m. - 5:00 p.m.	Day Shift (first shift)
2:00 p.m. - 1:30 a.m.	Afternoon Shift (second shift)
10:30 p.m. - 8:30 a.m.	Midnight Shift (third shift)
6:00 p.m. - 2:00 a.m.	Pool Custodians Only

In the event of a change in position shift hours, a five (5) working day notice shall be provided.

2. Exception: The Employer may establish less-than-eight (8) hour but not less than four (4) hour positions in the custodial department where less than eight (8) hour positions do not presently exist. Should the Employer require the creation of less than eight (8) hour positions, the Employer will consult the Union.

These exceptions shall be restricted to no more than five (5) individuals working in the secondary schools.

3. The Employer may schedule positions at Fox Hills at times other than shift hours defined above.

B. Transportation

1. Length of Day

Regular full-time bus drivers in the Transportation Department shall be guaranteed five and one-half (5 1/2) hours of work or pay each day they are regularly scheduled and timely report for work (including being on the job for all hours scheduled).

In return for this guarantee there shall be no additional pay for additional runs made during the scheduled shift. The driver will be paid the hourly rate for all hours worked in excess of the guarantee, subject to the overtime provisions of this Agreement.

The regular schedule for bus drivers will be two and three-quarters (2 3/4) consecutive hours in the morning and in the afternoon. Special education and cocurricular drivers will have a schedule including the five and one-half (5 1/2) hour guarantee, but contingent on runs required.

Noon runs, other than a.m. pick up and p.m. take home, shall be scheduled for not less than two (2) hours.

In the event scheduling requirements such as four (4) tier or more or schools of choice require a time frame other than the two and three-quarters (2 3/4) hours scheduling, runs with a two (2) hour minimum may be established within the five and one-half (5 1/2) hour guarantee.

2. Special Education Drivers

One to three runs may be necessary, depending on transportation services required.

- a. Runs are classified as morning, mid-day and afternoon.
- b. Special education driver hours may vary from regular drivers' schedules, depending upon pupil needs and runs required; that is, morning hours (a.m.) may not be the same as afternoon hours (p.m.).
- c. Special education drivers regularly scheduled for three (3) runs per day will receive two hours pay for the mid-day run. Overtime will not be scheduled daily, however, hours may vary to average 40 hours per week.

Trip runs and days of work are subject to the schedule and/or calendar of the School, center, organization, or agency being served. This may require working days

other than the regular school district calendar to become eligible for holiday pay.

3. Cocurricular Drivers

Cocurricular drivers will be scheduled for a minimum of five and one half (5 1/2) hours between 2:00 p.m. and 7:30 p.m. and to a maximum of eight hours between 2:00 p.m. and 10:00 p.m.

Cocurricular drivers will be those drivers taking athletic trips from the athletic department.

The driver shall receive 48 hour advance written notice of regular schedule changes.

Trip runs and days of work are subject to the schedule and/or calendar of the school, center, organization, or agency being served. This may require working days other than the regular school district calendar to become eligible for holiday pay.

4. Driver Preparation

Drivers who are regularly scheduled for two or more runs per day will be provided thirty (30) minutes per day for completing pre-trip inspection, gassing, cleaning and warm-up as defined in the Transportation Expectation Handbook.

Drivers who are regularly scheduled for one run per day will be provided fifteen (15) minutes per day for completing pre-trip inspection, gassing, cleaning and warm-up as defined in the Transportation Expectation Handbook.

Drivers are to maintain weekly attendance sheets on students transported.

5. Run Assignment

Drivers will select their routes by seniority at the beginning of each school year. After a driver has selected a route it cannot be taken away except by mutual agreement with the driver. However, it is clearly understood that the Employer retains the right to make any and all necessary changes or adjustments to those routes selected.

It is agreed that before returning to work at the beginning of the school year in September, all drivers will pick their runs on a seniority basis. The type of bus assigned will be indicated on the posting.

The date on which runs will be selected for the coming school year, will be posted one week prior to the close of school in June.

Any driver who cannot report to make a run selection on the date posted will notify the Transportation Department by letter, in advance, of the intent to continue to drive for the coming school year. The letter may also authorize a designee to select a run for the absent driver.

Those drivers who submit a letter of intent, but do not indicate a designee for selection in advance, will be assigned runs and buses after the bidding has been completed. Those drivers who fail to show for the posted bidding date and failed to send a letter of intent, will be subject to termination.

6. Posting of School Session Bus Driver Vacancies

During the school year new and vacated runs shall be posted for a period of two (2) working days. Drivers may sign for the runs and such runs shall be filled on a seniority basis from the individuals who signed the posting.

In the event of driver absence, the Transportation Steward may place a bid for the driver.

The driver awarded the run shall not be able to request the old run back. If more than one run is posted at a time, drivers may submit bids on a choice basis.

7. Dinner Reimbursement - Charter Runs

Bus drivers shall be reimbursed to a maximum of \$4.00 for lunch, \$5.50 for dinner, providing such trips occurred during the meal hours and proof of purchase is submitted to the Transportation Office. Cocurricular drivers who work past 10:00 p.m. without 24-hour notice will be eligible for the dinner reimbursement.

Drivers working charters from 11 a.m. - 12 noon shall be reimbursed for lunch and from 5:30 - 6:30 p.m. for dinner.

8. Driver Lunch

Bus drivers regularly scheduled to work six (6) hours or more per day shall receive a thirty-minute (30) paid lunch period, not to interfere with the transportation of students.

Drivers regularly scheduled to work six (6) hours per day, but who have a mid day break of three (3) hours or more will not be eligible for a paid lunch.

9. Garage Schedule.

The day schedule for Transportation garage staff will be an eight (8) consecutive hour day falling between the hours of 6 a.m. and 4 p.m., which includes a paid one-half (1/2) hour lunch period.

The afternoon schedule for Transportation garage staff and helpers will be an eight (8) consecutive hour day falling between the hours of 2 p.m. and 12 a.m. which includes a paid one-half (1/2) hour lunch period.

A mechanic's swing shift may be scheduled between the hours of 8 a.m. and 6 p.m.

10. Seniority drivers will be compensated a minimum of two (2) straight time hours to a maximum of three (3) hours for driver certification testing. Additional time may be paid subject to the sole approval of the Transportation Manager. Payment of additional straight time hours for certification purposes will not be subject to the grievance procedure.

C. Cafeteria

1. Work Schedule

A regular starting time for the day shift will be established at each school installation. Assignments in each shift will be made in accordance with requirements for utilization of individuals within classifications.

The parties agree that the nature of the cafeteria function in school buildings requires a degree of flexibility in work schedules. The Union agrees that deviations to accommodate legitimate work objectives may be made by the Board of Education, and the Board agrees to strive sincerely to confine such changes to real need, but otherwise to maintain the integrity of the basic established work shift.

2. Staffing

Staffing of the individual cafeteria operations will be mutually discussed between the kitchen leader, department steward and the Manager of Food Services prior to the opening of school each year. The hours assigned per facility will be based on student participation, lunches prepared and unique features of the respective program and

facility. The Manager of Food Services will make the final determination concerning the total number of hours per facility.

The application of this provision is for banquet and other similar occasions only, and not for absenteeism or overload work because of meals. Any extra time because of extra preparation or clean-up, and absenteeism will be equalized as evenly as possible within the facility. After people have been moved to absorb extra hours, substitutes may be used to fill positions left open. This applies only to the Food Service Department, and is an exception to Article VII, Section B.

The guidelines for hours in each classification within the work shift will be as follows:

Kitchen Leaders	7
Bakers and Cooks	6 1/2
Salad Maker	6 1/2
Helpers and Cashiers	3 1/2
Utility Helper	2
Elementary (satellite)	2

The Board may create shared time positions for the elementary server and any decision to create, continue or terminate a shared time position shall be the District's prerogative.

Salary and benefits will include the regular hourly rate and holiday pay for the individual scheduled to work but not other benefits defined in the collective bargaining agreement.

D. Grounds

Where weather conditions make usual work impossible, grounds personnel may be reassigned to other work installations.

E. Move-Up

Individuals required to work in a higher classification shall receive the rate of pay for that classification, beginning the first day.

F. Break Time

1. Those individuals regularly scheduled to work eight (8) hours per day will receive two (2) ten-minute breaks per day.

2. Individuals regularly scheduled to work four (4) hours or more, but less than eight (8) hours, per day will be entitled to one fifteen- (15) minute break per day.
3. The lunch period will be scheduled as close to the middle of the shift as possible.

G. Work Week

The work week shall be Monday through Friday. The Farm Helper will have a six day work week, Monday through Saturday, during which five consecutive days will be scheduled.

ARTICLE XII - OVERTIME

A. All work performed in excess of forty (40) hours in a scheduled work week, or performed in excess of eight (8) hours a day, will be paid at the rate of time and one-half. All work performed on Saturday will be paid at time and one-half. All work performed on Sundays and holidays will be paid at the rate of double-time. The holiday rate will be in addition to the holiday pay. Exceptions to this are the following:

1. The Farm Helper may be paid at a time and one-half rate for Monday or Saturday work contingent on the work schedule.
2. Cafeteria staff will be eligible for overtime at the time they exceed forty (40) hours of work in a given week within their assigned department.

Cafeteria staff will be paid time and one-half for Saturday work and double time for work performed on Sundays or holidays.

3. Transportation: Bus drivers will be eligible for overtime at the time they exceed eight (8) hours per day, or forty (40) hours per week, or any time they work past the hour of 8 p.m. during the weekday or any time Saturday. Cocurricular drivers shall not be eligible for overtime working after 8 p.m.

B. Distribution of Overtime

1. The custodial, maintenance and grounds departments will have lists established on a rotation basis for overtime work. The list(s) will be made up originally from seniority of the people submitting their desire to work overtime.

a. Distribution of overtime within the custodial, maintenance and grounds departments will be offered as defined below.

- 1) First choice of overtime will be given to individuals assigned to the building where the activity is scheduled.
- 2) If the personnel need for a scheduled activity cannot be filled by the building staff, overtime will be offered from a districtwide overtime list.
- 3) Individuals who have the lowest numbers of hours charged on the overtime list will be offered the overtime first.
- 4) The lists shall be equalized as much as possible each six-month period.

Individuals not rotated and who are bypassed shall be scheduled for the next overtime within ten (10) working days after the error is brought to the attention of the employer. Should an elementary custodian be bypassed, work will be scheduled within twenty (20) working days.

- 5) The lists shall be as follows:

Custodial by building
Districtwide custodial
Maintenance by classification
Grounds by classification
Auxiliary grounds lists

- 6) Custodial staff working in a position where their regularly-scheduled daily working hours are divided between two (2) buildings, shall only be entitled to building overtime in one (1) of those buildings. The individual will select the single building in which he/she wishes to work when submitting notification of their wish to work overtime.

The individual will only be allowed one request per calendar year as it concerns the building in which overtime will be worked. This choice has no affect on the districtwide overtime list.

- 7) Individuals who accept overtime will have a double charge in the event said overtime is

rejected later than 10 a.m. the day following the date on which the overtime was accepted.

2. Cafeteria

- a. Extra time in the Cafeteria Department will be assigned on a rotation basis within the department. The individual with the least number of hours will be offered extra time first, providing the individual is qualified to do the work. However, the Food Services Manager will select the Kitchen Leader, if needed, to be in charge of the event requiring cafeteria staff, despite the Leader's position on the rotation list. The individual will be charged with hours worked and placed back on the rotation list accordingly.

First choice of extra time/overtime will be given to staff members assigned to the building where the activity is scheduled.

If the personnel needed for a scheduled activity cannot be filled by the building staff, extra time/overtime will be offered from a districtwide extra time/overtime list.

Individuals who have the lowest number of hours charged on the extra time/overtime list will be offered the extra time/overtime first.

- b. Lists shall be equalized as much as possible each six-month period.

3. Transportation

Transportation will have one (1) list established on a rotation basis for Charters and extra time. This list shall be referred to as the Overtime List. This list will be made up originally from seniority of the people submitting their desire to work overtime.

- a. Distribution of overtime within the drivers will be offered as defined below:
 - 1) The driver with the lowest number of hours charged on the overtime list will be offered the overtime first.
 - 2) If there is more than one (1) charter or extra time available at the same time, the driver whose turn it is in rotation will be offered the one with the most hours and this shall continue until all charters are picked.

- 3) The charters scheduled to start during regular scheduled hours will be given to relief drivers. Regular drivers will be given charters, except for those runs assigned to cocurricular drivers that start before, between, or after a driver's regular scheduled hours. Charters beginning immediately prior to, or immediately after scheduled runs will be paid to drivers for all hours worked. That is, drivers will receive their scheduled hours and hours beyond regular scheduled time will be paid as charter time.
 - 4) In the event there is an unassigned charter that must be covered, such will be offered to the first driver immediately available. Should there be more than one driver immediately available, the driver having the least number of hours will be offered first.
 - 5) This list shall be equalized as much as possible December 1 and April 1 of each year.
 - 6) Charters will be posted at least twenty-four hours (24) in advance if possible, or as soon as possible after that.
 - 7) Charters occurring during the summer will be distributed by telephone according to other procedures outlined in this Article.
- b. Hours charged will be hours that could have been earned whether worked or refused. A "No" answer constitutes a turn.

C. Chargeable Overtime

The following instances shall warrant overtime to be charged to an individual as a "No" answer:

1. When an individual is on a compensable or non-compensable leave (sick days, temporary leave, short- or long-term disability, personal leave) in excess of five (5) consecutive working days.
2. Individuals who accept weekend overtime but do not work it because of a Friday absence will not be charged the first occurrence; but will be single charged the second occurrence and double charged each occurrence thereafter during the established twelve month period, January 1 through December 31. Any need to modify the established twelve month period will be discussed by the parties.

3. The following shall occur on rotation of Transportation Charter Trips. If a driver turns down a charter already accepted on the day of the charter, the driver is charged with twice the hours of that charter. If a driver fails to report for a charter already accepted, the driver automatically is charged with three times the hours of that charter.
4. Relief drivers who are assigned to runs on a temporary basis shall be charged on the extra-time list for all hours worked in excess of 5 1/2 hours per day.
5. Refusals and last-minute charters will be offered to the next driver on the charter list who is not already assigned. If a driver's charter is canceled, he/she will get the next unassigned charter. Once a charter is assigned to a driver, it cannot be taken away. If a driver gets to the start of the charter and it is canceled, the driver gets two hours pay.
6. Charters originating at schools west of Telegraph Road from the Transportation Department will have thirty (30) minutes for vehicle check and gassing. Charters originating at schools east of Telegraph Road from the Transportation Department will have twenty (20) minutes for vehicle check and gassing.
7. Drivers will be charged if they take a noon day run, early dismissal, if it is not part of the run on which they bid.

It is agreed and understood that midday absences will be assigned on a voluntary basis. Only the driver accepting the assignment per Article XII, Section C-7, will be charged on the extra time list. If more than one driver volunteers, the driver with the lowest hours will be assigned the run.

If there are no volunteers, the least senior driver will be assigned to cover the run.

8. Drivers will be charged for all hours worked in excess of eight (8) hours per day.
9. Cocurricular and farm drivers will be charged on the extra time list for any hours over five and one-half (5 1/2) as a cocurricular driver.
10. Hours worked such as starting busses, bus washing and custodial cleaning derived from the extra time list will be charged.

D. Non-Chargeable Overtime

The following instances shall not warrant overtime to be charged to an individual, and it shall be recorded on the overtime list as such:

1. Not home (but caller speaks with someone other than the staff member).
2. Busy phone.
3. No one at home.
4. When the individual is on vacation.
5. Bus drivers refuse office work in Transportation Office.
6. When the individual is working overtime in their own assignment and refuses districtwide overtime (not applicable to Transportation).
7. Individuals already working during the shift for which overtime is required.

A driver will not be charged on the extra time list for hours worked in regular posted runs whether temporary or permanent.

8. Executive board members, bargaining unit stewards or negotiating team members who are attending a local union meeting, a grievance hearing or a negotiating session.

E. Overtime Qualifications

1. Compensable leave days and unworked holidays will count as days worked in the computation of overtime.
2. Overtime pay will not be pyramided, except holiday overtime is in addition to holiday pay.

F. Call-In Time

1. When an eight-hour staff member reports for work as regularly scheduled, the Employer shall pay a minimum of three (3) straight-time hours. In the event an eight-hour staff member is sent home because of no work, time paid shall be for three (3) hours or actual time worked, whichever is greater. For staff working less than eight hours per day the guarantee will be two hours pay.

For those individuals regularly scheduled to work eight (8) hours per day, the call-in time shall be a minimum of three (3) hours per day; and for those individuals regularly scheduled to work less than eight (8) hours per day, the call-in time shall be a minimum of two (2) hours per day.

2. Charters beginning immediately prior to, or immediately after, scheduled runs will be paid to drivers for all hours worked. That is, drivers will receive their scheduled hours and hours beyond regular schedule time will be paid as charter time.

Charters requiring a driver to make a third trip to work during the day will provide a minimum guarantee of two hours.

- a. The two-hour guarantee will apply if a driver appears for work and the charter is canceled or rescheduled without prior notice to the driver.
- b. The two-hour guarantee will prevail for charters beginning 10 a.m. and ending before 1 p.m.

All charters require a vehicle safety check.

3. A call in time of three (3) hours will be provided to each driver required to return during the evening to make a cocurricular return run.

G. Overtime List(s)

1. The original extra time/overtime list(s) will begin at zero (0) hours, with the rotation of such list(s) beginning with the highest seniority individual and continuing to the lowest seniority individual, after which the regular rotation with the individual with the lowest hours will begin as stated and set forth elsewhere in this Article.
2. Individuals that are not on the original extra time/overtime list(s), and are placed on at a later date, will at such time be charged with the highest hours on that list. Exception to this being in the Transportation Department, and that being when a regular bus driver is placed on such list at a later date, that the driver be charged with only the highest hours of a regular driver, not those hours of cocurricular, special education or substitute drivers.

H. The work week for computation of overtime will be Monday 6 a.m. through Monday 6 a.m.

ARTICLE XIII - GENERAL PROVISIONS

A. Class Reimbursement

Regular straight-time hourly pay will be granted for required and/or approved attendance at classes, whether attendance is within or outside of the individual's regular work hours. For those individuals who earn a passing grade of "C" or its equivalent, tuition and book fees will be paid by the School Board. Approval must be acquired from the appropriate manager, in writing, prior to the class being attended.

Reimbursement may also be made to an individual attending school in the subject area of the daily assignment. Reimbursement for tuition, books, or both, may be made, provided the individual has prior approval and earns a passing grade of "C" or its equivalent.

B. Facilities and Site Care

No custodian shall be required to mow lawns, trim shrubs, or landscape grounds except as defined below. Custodians may be required to maintain flower beds and courtyards. The individual shall also be responsible for cleaning sidewalks and entrance ways of snow and debris, and shall police grounds when requested by management.

Day custodial staff shall be responsible for grounds maintenance such as mowing lawns, trimming and weeding shrubs and flowers per the mutually agreed upon site plans dated 1/6/86.

C. Tools and Replacements

Tools belonging to the individual which are broken through normal use on the job will be replaced by the School Board at no cost to the staff member, provided the broken tool is presented to the appropriate manager to verify damage. Those tools provided by the District that are damaged or lost due to proven employee negligence will be replaced at the staff member's expense.

D. Personal Cars and Trucks

Staff members who have approval to use their own personal transportation on the job will be provided a mileage Rate equal to the current IRS Rate effective each July 1 for the new School year, or 20¢ per mile if greater than the IRS Rate.

E. Uniforms

1. The Employer will provide aprons for all cafeteria staff.
2. Mechanics and helpers in transportation will be provided clean uniforms on a daily basis at no cost to the individual.

F. Bulletin Boards

The Employer will provide one bulletin board in each building, apart from student sections of the building and in a location approved by the department manager for use by the Union in posting Union notices.

G. Transportation Department

1. A grace period of six (6) minutes shall be granted to bus drivers at the beginning of each a.m. and p.m. clock-in time, but not more than (3) times per year.
2. Bus drivers shall keep a copy of all bus repairs written by them for their assigned bus. The bus driver shall continue to receive verification from the head mechanic stating the bus is completely repaired before driving again.
3. A place inside the fence will be available for parking drivers' cars, if they have night charters. This is for the protection of the drivers and their vehicles.

H. Chauffeur's License

The Board will reimburse seniority staff members required to hold a chauffeur's license by the District for the full cost of renewal of said license. If an individual quits before June 15 of the School year in which the license was renewed, the cost of said license will be deducted from the last check.

I. Contracts

The Employer will print the contract and provide for a copy for each individual.

ARTICLE XIV - LEAVES OF ABSENCE (non-compensable)

A. Maternity Leave

1. Maternity leave shall be considered a non-paid leave. The individual, upon learning that she is pregnant, must provide the Personnel Office with the following information no later than the fourth month of pregnancy.
 - a. A physician's statement verifying estimated date of confinement.
 - b. A written request for leave of absence indicating the date on which she wishes the leave to be initiated.
2. The maternity leave shall begin as soon as the individual and/or her physician deem it necessary. An individual who desires to remain on the job after the seventh month of

pregnancy must maintain a satisfactory attendance record and must provide monthly verification from her physician of her physical ability to do the work. If these conditions are not met, the administration will initiate the leave.

If an individual seeks to work beyond the sixth month of pregnancy, a waiver of liability shall be necessary saving the Employer harmless from any claims by the unborn child and/or the father.

A maternity leave of absence will be granted for a maximum of one year (12 months) from the date the leave was effective.

B. Military Leave

1. Reinstatement from military leave: Any individual who enters into active service of the Armed Forces of the United States and upon the termination of such honorable service, shall be offered re-employment, provided he/she reports for work within ninety (90) days after discharge. Employment may be in the previous position held or a similar position of like status and pay, unless the circumstances have changed as to make it impossible or totally unreasonable to do so. In this event the individual will be offered employment in line with seniority as may be available, and which he/she is capable of doing.
2. A probationary employee who enters the Armed Forces and meets the foregoing requirements must complete the probationary period and, upon successfully completing it, will have seniority equal to the time spent in the Armed Forces.

C. Personal Leave

1. A personal leave for a period of up to 6 months may be granted without pay contingent upon the recommendation of the department manager and approval of the Assistant Superintendent for Personnel. Such request must be filed a minimum of two weeks in advance of the date requested. Leaves for personal reasons that exceed one (1) month in duration will be without fringe benefits. A substitute may be employed during the leave period.
2. The individual will be returned to the classification held at the time the leave was initiated.
3. Personal leave requests are contingent on District needs and will not be subject to the grievance procedure.

D. Leaves for Union Business

1. Leaves for Union business shall be extended to not more than three (3) individuals at any one time and an individual shall not be granted a leave for Union business more than two weeks per calendar year. It is agreed and understood that such leaves require at least one week notice and shall only be granted when the departmental operation can be continued with no interruption.
2. The individual will be returned to the classification held at the time the leave was initiated.

E. Return from Leave

An individual desiring to return from leave shall so notify the administration, in writing, and provide a physician's statement approving a return to work. Such notice shall be provided no less than fifteen (15) calendar days prior to the desired return date. Placement will be made on or before the eleventh (11) working day, excluding holidays.

Reinstatement shall be to the same or a comparable position and one for which the individual is qualified. Placement made shall be premised on Article VI, Section O, Bumping. In the event this option is not available or is not exercised by the individual, placement will be made by the department manager.

A bus driver returning from an unpaid leave after run pick will be assigned a relief driver position.

ARTICLE XV - COMPENSABLE LEAVE DAYS

A. Definition

Paid-for leave time will be provided in order to protect the individual's income during periods of unavoidable absence. The Board's primary concern is for periods of personal illness; however, in appropriate circumstances, compensable days for family illness, bereavement, emergencies and personal business constitute legitimate usage.

B. Accumulation

Individuals scheduled for two (2) hours or more per day shall be entitled to a leave day accumulation of ten (10) days per year for regular twelve (12) month employees, and nine (9) days per year for regular ten (10) month employees. This annual leave will be earned by non-probationary staff and will be extended to probationary staff upon completion of the probationary period. The earning of days each year will cease when the individual reaches the maximum number of days for which they are eligible. The earning of leave days each year shall be at the rate of one day per

month until an individual reaches the maximum days as defined above. One-half the leave days for which the individual is eligible on an annual basis will be granted on January 1, and the remaining one-half will be granted on July 1 of each calendar year. The number of leave days for new hires will be pro-rated according to the date of first employment as regular staff.

Unused leave days remaining at the end of June each year shall be banked and accumulated to a maximum of 150 days. The use of accumulated leave days will be confined to personal illness of the individual, bereavement and inclement weather, should leave days be exhausted.

C. Use of Leave Days

Leave may be used, in accordance with the schedule specified herein, for personal or family illness, bereavement, emergencies and personal leaves. For all absences, the individual is required to notify the appropriate department manager, or designee, upon first knowledge of the necessity for the absence. It is agreed that the use of leave days must be approved by the department manager and will be strictly confined to the legitimate purposes specified in the schedule which follows immediately.

1. Personal Illness: Bona fide physical inability to report for and discharge duties. (Subject to the terms of the short-term disability insurance provisions.)
2. Family Illness: Bona fide need due to illness of the staff members spouse, children, parents or grandchildren.
3. Bereavement: Up to three (3) days will be approved for a funeral in the immediate or secondary family. Individuals will be excused for the aforementioned normally scheduled working days (excluding Saturdays, Sundays and holidays) immediately following the date of the death in question, for the purposes of attending to funeral arrangements (providing the individual attends the funeral). Additional paid days will be approved dependent on family relationships, circumstances, and/or travel involved, as determined by the Personnel Office, provided such additional leave days are available in the current leave allocation, or leave bank if current leave days are exhausted.

A staff member's immediate family shall include children, spouse, parents, brother, sister, aunt, uncle, grandparents or grandchildren. Secondary family shall include brother-in-law, sister-in-law, mother-in-law and father-in-law.

Up to one day may be used from current leave for the passing of an individual other than immediate family. If current leave days are unavailable, bank days may be used.

4. Inclement Weather: Staff members are expected to report for work on a regular basis. In the event School is closed due to inclement weather and staff are told not to report for work, a maximum of up to two (2) days per School year may be charged against current unused leave days. In the event current days are not available, the leave bank may be used.
5. Personal Leave: Up to three (3) days per year from current leave may be used for personal leave. Personal leave, in all cases except unforeseen emergency, requires at least two (2) days advance notice to the immediate supervisor. Personal leave cannot be utilized the day before or immediately following a holiday, vacation, recess, or the beginning or ending of the school year, unless approved by the department manager.
6. Worker's Compensation Supplement:

Should an individual be absent from work and be receiving Worker's Compensation, the Board of Education will pay the individual the difference between the amount paid by Worker's Compensation Insurance and the employee's regular daily rate, and will charge the supplemental pay to the individual's leave accumulation proportionately for a period equivalent to the nearest half day. In no case will the Board of Education supplement extend beyond the individual's accumulated leave earned as of the last day worked.

The individual must notify the employer, in writing, if leave days are to be used to supplement Worker's Compensation.

7. Leave Day Deduction: In the event that service is interrupted by reason of discharge or termination, and said individual has utilized more sick leave days than have been accumulated on the monthly basis, then the value of the excess paid-for leave days shall be deducted from the last paycheck due at the time of interruption.

D. Proof of illness or of ability to return to work, signed by a physician and approved by the Assistant Superintendent for Personnel, may be required beyond the second consecutive day of absence.

E. Jury Duty

Staff will be compensated the difference between the amount received for jury duty and what they normally receive on a straight-time basis. Jury duty checks will be turned over to the Payroll Office and staff members will be paid in full by the school district. This section is applicable to staff regardless of the shift assigned.

F. Maternity as a Disability

Maternity as a disability is recognized per the provisions of applicable law and within the current collective bargaining provisions applicable to disability.

G. Attendance Committee

The Joint Attendance Review Committee is established for the purpose of improving the attendance of individuals in the Auxiliary Service Bargaining Unit. This six member committee, representing a cross-section of the departments, shall include three representatives from each of the parties. The Committee will meet once each month to review the attendance records and conditions affecting the attendance of staff referred to by the Employer, Union, or at the request of the Committee. Meeting times will be determined by the committee and may be divided between paid and unpaid time.

The charge of the Committee will be to review each matter referred and to make a brief recommendation for each case reviewed. The recommendation will be presented to the Union president, and the Assistant Superintendent for Personnel who will consult with the appropriate department manager as required. The Committee may recommend the need for the individual to seek outside assistance.

The committee recommendation shall not be in conflict with the contract.

ARTICLE XVI - HOLIDAYS

A. Paid holidays will be granted to each staff member who has attained seniority and is scheduled for two (2) hours or more per day. To be eligible for holiday pay, the individual must work the scheduled hours on the working days immediately previous to and following the holiday, except where the individual has received permission from the department manager, subject to the approval of the Assistant Superintendent for Personnel, in advance, or is on a compensable leave as defined in Article XV, Section A, of the Agreement.

Holiday pay will be based on the individual's hourly rate and regular work day (not to exceed eight (8) hours) immediately previous to the holiday.

B. The following days will be celebrated as paid holidays:

New Year's Day	Labor Day
Good Friday	Thanksgiving
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve
Christmas	New Year's Eve

C. When one of the enumerated holidays shall fall on Sunday, then Monday shall be deemed the holiday. When one of the holidays falls on Saturday, then Friday shall be deemed the holiday. Should the holiday schedule and the school calendar conflict, the Board and the Union will mutually agree to change the dates to be observed as holidays.

ARTICLE XVII - VACATIONS

A. Regular full-time twelve-month staff shall be granted vacations which shall be taken during the time School is not in session, provided, however, the department manager may grant exceptions and allow vacations during the time school is in session.

Vacations shall be earned between July 1 and June 30 for use in the following fiscal year.

B. Regular full-time twelve-month staff shall earn vacation pay in accordance with the following schedule. Years of service will be determined, for vacation earning purposes, as of June 30 of the earning year.

Under one year: One day per month of service up to a maximum of five (5) days per year.

One through five years: One day per month of service up to a maximum of ten (10) days per year.

Six through twelve years: One and one-half (1 1/2) days per month of service up to a maximum of fifteen (15) days per year.

Thirteen through nineteen years: Two (2) days per month of service up to a maximum of twenty (20) days per year.

Over twenty years: Two (2) days per month of service to a maximum of twenty (20) days per year. One additional day per year of service up to a combined maximum of twenty-five (25) days per year.

C. All regularly scheduled school year, ten-month staff scheduled five and one half (5 1/2) hours or more per day shall earn vacation with pay in accordance with the following schedule. Years of service will be determined, for vacation earning purposes, as of June 30 of the earning year.

Under one year: One day per month of service up to a maximum of five (5) days per year.

One through five years: One day per month of service up to a maximum of eight (8) days per year.

Six through twelve years: One and one-half (1 1/2) days per month of service up to a maximum of twelve (12) days per year.

Thirteen through nineteen years: Two days per month of service up to a maximum of seventeen (17) days per year.

Over twenty years: Twenty-one (21) days.

D. The Employer will schedule vacations during the vacation period in accordance with individual choice to the extent possible, subject to operation requirements. Eligible ten month staff may use vacation on days when they are not scheduled to work.

E. An individual who is laid off, retires, or quits with notice of one week or more (but not one who quits without notice or is discharged), will receive any unused vacation earned from the preceding year and not taken, plus vacation earned from the preceding July 1 as defined in Sections, A, B, and C of this article. The vacation days will be prorated by months of service.

A recalled staff member who received prorated payment for vacation days at time of layoff would have those days deducted from the vacation earning if the individual is recalled in the same year laid off.

Proration of vacation days will also apply to individuals who are absent from work on non-compensatory leaves, disability, and Workers' Compensation in excess of two (2) months.

F. Vacation pay will be based on the individual's hourly rate and regular work day (not exceeding eight (8) hours) immediately prior to the vacation period.

ARTICLE XVIII - INSURANCE BENEFITS

A. Insurance Eligibility and Requirements

The provisions of group insurance policies purchased by the District and the rules and regulations of the carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. To be eligible for insurance benefits, the individual must be working on a regular basis as defined in each coverage section.

The parties to this agreement acknowledge that double coverage is prohibited. No staff member shall have coverage under both the District's health insurance plan and the health insurance plan of a spouse or other family member. Upon signing of this Agreement, each staff member shall be required to complete a census form which will identify health care coverage available or provided to the individual's spouse or family members. The District retains the right to periodically require all insured to complete an updated census form listing any changes in their current health care

coverage in order to ensure compliance with double coverage prohibition.

Individuals or family members who are covered under another health insurance plan shall have thirty (30) calendar days to elect to continue coverage under that policy and to drop the District's coverage or to continue coverage with the District. If coverage with the District is elected, the individual must certify to the District that he/she has been dropped from other coverage. Should an individual fail to make the election in a timely fashion, the District shall have the right to drop the individual from the District provided health plan upon thirty (30) calendar days notice to the individual.

Individuals who submit false information shall be subject to discipline up to and including discharge. If an individual deliberately submits false information and receives coverage, the District may recover lost premiums through payroll deductions.

In compliance with and subject to carrier provisions, an individual covered for health benefits through another carrier may transfer into the Bloomfield Hills Schools group should coverage be lost. Application must be made to the Employee Benefits office within 30 days of the loss of coverage in order to be eligible for benefits with Bloomfield Hills Schools.

B. Life Insurance

The Board will pay the premium to provide, without cost, to each regular scheduled individual working five and one half (5 1/2) hours or more per day a group life insurance policy in the amount of \$28,000.

C. Hospital/Medical

The Board will pay the premium to provide, without cost, to each regular scheduled individual working five and one-half (5 1/2) hours or more per day the following Blue Cross/Blue Shield coverage, or its equivalent.

Blue Cross/Blue Shield, PPO, MVF-I, Master Med, Option I, with the ML, PDP (\$3.00 deductible prescription), D45MN, CC-CLC and FAE-RC riders.

Those individuals employed and receiving health care benefits at ratification of 1992-94 agreement will continue coverage unless a voluntary reduction in hours makes them ineligible.

D. Short-Term Disability

The Board will self insure or pay the premium to provide without cost, to each regular scheduled staff member working five and one half (5 1/2) hours or more per day the following short-term insurance:

A weekly accident and sickness benefit that will provide sixty-six and two-thirds percent (66 2/3%) of gross salary, not to exceed \$385.00 per week, after a fourteen (14) calendar day waiting period, for a maximum of twenty-six (26) weeks. Benefits will be paid only when the individual is absent from scheduled work. Benefits will not be paid when the individual is not scheduled to work, such as during summer recess.

E. Dental

The board will pay the premium to provide, without cost, for each individual working five and one half (5 1/2) hours or more per day a dental plan with Class I benefits of 100%, Class II benefits of 75%, Class III benefits of 75% with a maximum of \$1000 per person per year, and an orthodontic Class IV coverage of 50%, not to exceed \$1200 per person per lifetime under 19 years of age.

F. Vision

The Board will pay the premium to provide vision coverage, without cost, to individuals who work five and one half (5 1/2) hours or more per day. The vision care program, comparable to the Blue Cross/Blue Shield A-80, will provide a percentage reimbursement for services, including examination, lenses and frames, premised on a co-pay program within established reasonable and customary fee limitations.

G. Long-Term Disability

The Board will provide, without cost, to each regular scheduled staff member working five and one half (5 1/2) hours or more per day the following long-term disability coverage:

A monthly benefit for long-term disability of sixty percent (60%) of monthly earnings, not to exceed \$1500.00 per month, to the individual who is unable to work due to extended absence as a result of sickness or injury. The benefits shall commence after six (6) months of such absence and will be payable to the individual until return to work, retirement or death.

For purposes of this long-term disability coverage, monthly earnings shall be the individual's regular annual salary divided by twelve (12) months. Further, the amount for which the individual is eligible or has received from the insurance carrier will be reduced by any primary or secondary remuneration received during the benefit period from the employer, the Michigan Public School Employees' Retirement Fund, the Federal Social Security Act, Railroad Retirement Act, Veterans' Benefits, or other such pensions.

H. Worker's Compensation

The Board shall provide Worker's Compensation benefits to those individuals eligible as defined by Michigan Law. The use of leave

days to supplement the individual's income while on Worker's Compensation will be defined in Article XV, Section C-6, of this Agreement.

I. Carrier Selection

Carrier selection shall remain the prerogative of the District, subject to the terms and conditions of this Article.

ARTICLE XIX - HEALTH

A. TB Tests

To provide continuing health and safety protection for students and school personnel, individuals shall provide health certificates and submit to physical examinations as follows:

As a condition of continued employment, each individual shall be required to file the results of a chest x-ray examination or tuberculin skin test showing negative results, in compliance with Act 290, as amended, of Public Acts of 1966. The results of this test must be filed with the Personnel Office.

B. Health Examination

1. All pre-employment costs for physical examinations, including x-rays, will be done at the applicant's expense.
2. The Board will assume the cost of physical examinations, including x-rays, required by law or the Board, of seniority staff. The Board reserves the right to select the examining physician.
3. Prior to the selection of runs by the Transportation staff, the individual driver must present an approved physical examination to the Manager of Transportation to verify the ability to drive. Any driver who has not passed the annual physical exam prior to the run selection date will not be allowed to make a selection. Once a driver passes a physical examination after the selection date, that driver will be assigned a run or a relief driver position.

C. Challenge of Physical Examination

In the event the report of the individual's attending or examining physician is challenged by the Board, or if the Union challenges the report of the examination by the Board physician, then the following procedure shall be followed:

1. The protesting party may elect to require the affected staff member to be examined by a physician of the protesting party's choice, at the protesting party's expense.

2. If the reports of the two examining physicians are in disagreement or conflict, the controversy shall bypass the grievance procedure and, instead, the affected individual shall be examined at the equally-shared cost of the Board and individual by a third-party physician at Beaumont Hospital in Royal Oak or by a physician mutually selected by the parties.

The third-party physician's determination shall be binding on both parties.

D. The District and the Union mutually agree to comply with applicable State and Federal legislation concerning asbestos and hazardous materials.

ARTICLE XX - RETIREMENT

The Employer and Union agree to conform to State and Federal law concerning Retirement. It is understood and agreed, however, that the Board of Education shall have the right to retire individuals before their 70th birthday for cause.

ARTICLE XXI - SEVERANCE

Upon severance of employment after one year's service, for reasons of death, retirement, or quit with proper notice of not less than one week, but not an individual who quits without notice or is discharged, a severance payment for each unused leave day, up to the maximum of 150 days, will be made by the Board of Education as defined in the schedule described below.

1 year through 4 years	30%
5 years through 10 years	50%
11 years through 20 years	65%
21 years through 30 years	80%
31 years, plus	90%

ARTICLE XXII - RATES FOR NEW JOBS

The Board of Education shall have the sole right to establish new positions in the bargaining unit and establish a classification and rate structure applicable thereto. In the event the Union does not agree that the rate of pay established for a new position is proper, the Union shall have the right to submit the matter to negotiations. If the Union negotiates a higher rate than the established rate, the individual in that position will be paid retroactive pay to the date the job was established.

ARTICLE XXIII - NO STRIKE/NO LOCKOUT

The Union will not authorize, sanction, condone, participate in or acquiesce in, nor will any member of the bargaining unit take part in, any strike as defined in Michigan Public Act 336 of 1947, as amended by Michigan Public Act 379 of 1965 (to-wit: "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 from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment").

No lockout of staff shall be instituted by the Employer during the term of this Agreement.

ARTICLE XXIV - CONFORMITY TO LAW

This Agreement is subject in all respect to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Employer, the Union, and staff members in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

ARTICLE XXV - SHIFT PREMIUM

Staff members assigned to the second shift, afternoons, shall receive a shift premium of fifteen cents (15¢) per hour; and those assigned to the third shift, midnights, shall receive a shift premium of twenty cents (20¢) per hour. Those premiums shall be in addition to the regular hourly rate.

Article XXV will be interpreted to include payment of the shift differential to cocurricular drivers who work during the established hours for second shift.

The shift premium for the second and third shifts shall be eliminated during summer and holiday recess periods, when second and third shift staff are assigned to the first shift.

ARTICLE XXVI - CROSSING GUARD DUTY

Custodial staff employees will be required as part of their regular assignment to work as crossing guards in the event that the Employer determines that such an assignment is necessary. It is further agreed that this crossing guard assignment will be handled by the Group Leader or the Head Night Custodian--in other words,

the shift leader--on the shift when crossing duties are required. A modification of regular assignment, for absence or other reasons, may be made with the approval of the building principal.

This Agreement includes a differential of \$2.00 per trip.

ARTICLE XXVII - SALARY SCHEDULES

1995	START	PROB	6 MO.	1 YR.	15 YRS.
MAINTENANCE					
Master Mechanical	\$19.11	\$19.61	\$19.92	\$20.11	\$20.43
Electrician - Group Leader	\$18.91	\$19.42	\$19.75	\$19.91	\$20.23
Elect./Plumber - Master	\$19.11	\$19.61	\$19.92	\$20.11	\$20.43
Elect./Plumber - SL	\$18.33	\$18.85	\$19.18	\$19.34	\$19.66
Electrician/Plumber	\$17.77	\$18.28	\$18.59	\$18.81	\$19.10
Mech I/Journeyman	\$17.77	\$18.28	\$18.59	\$18.81	\$19.10
Mech I	\$17.01	\$17.53	\$17.83	\$18.02	\$18.32
Mech II	\$14.87	\$15.38	\$15.70	\$15.93	\$16.22
Gen. Maint. Journeyman	\$16.98	\$17.45	\$17.75	\$17.97	\$18.28
Gen. Maintenance	\$15.16	\$15.65	\$15.97	\$16.15	\$16.45
Helper	\$13.38	\$13.87	\$14.30	\$14.61	\$14.87
CUSTODIAL					
Group Leader - HS	\$14.85	\$15.37	\$15.76	\$16.09	\$16.39
Group Leader - MS	\$14.57	\$15.08	\$15.44	\$15.73	\$16.05
Group Leader - ELEM	\$14.18	\$14.69	\$15.13	\$15.42	\$15.70
Head Night - HS	\$14.18	\$14.69	\$15.12	\$15.38	\$15.70
Head Night - MS	\$13.91	\$14.43	\$14.85	\$15.16	\$15.47
Head Night - ELEM	\$13.72	\$14.22	\$14.63	\$14.91	\$15.21
Day Custodian - HS	\$13.46	\$13.96	\$14.35	\$14.68	\$14.97
Day Swing Custodian - HS	\$13.46	\$13.96	\$14.35	\$14.68	\$14.97
Swing Custodian	\$13.34	\$13.84	\$14.18	\$14.58	\$14.85
Custodian - Farm Helper	\$13.20	\$13.70	\$14.11	\$14.38	\$14.69
Laundry Attendant/Custodian	\$13.20	\$13.70	\$14.11	\$14.38	\$14.69
GROUNDS					
Grounds Attendant I- Mech	\$15.20	\$15.70	\$16.01	\$16.20	\$16.50
Grounds Attendant I- Sp L	\$15.09	\$15.57	\$15.89	\$16.08	\$16.37
Grounds Attendant I	\$14.81	\$15.29	\$15.63	\$15.80	\$16.10
Grounds Attendant II	\$13.84	\$14.35	\$14.75	\$15.10	\$15.37
Grounds Attd II - Truck Driver	\$13.84	\$14.35	\$14.75	\$15.10	\$15.37
Grounds Attendant III	\$13.20	\$13.70	\$14.11	\$14.38	\$14.69
Truck Driver	\$13.20	\$13.70	\$14.11	\$14.38	\$14.69
TRANSPORTATION					
Mechanic I/Group Leader	\$17.99	\$18.48	\$18.78	\$19.00	\$19.15
Mechanic I	\$17.02	\$17.52	\$17.82	\$18.03	\$18.19
Mechanic II	\$13.52	\$14.00	\$14.38	\$14.69	\$15.00
Garage Service Attendant	\$13.20	\$13.70	\$14.11	\$14.38	\$14.69
Bus Driver	\$13.20	\$13.70	\$14.11	\$14.38	\$14.69
CAFETERIA					
Kitchen Leader - HS	\$12.49	\$13.00	\$13.42	\$13.69	\$14.00
Kitchen Leader - MS	\$12.08	\$12.59	\$12.99	\$13.28	\$13.57
Cook/Baker - HS/Prepack	\$10.99	\$11.47	\$11.98	\$12.26	\$12.56
Head Cashier - HS	\$10.88	\$11.38	\$11.86	\$12.15	\$12.44
Cashier	\$10.76	\$11.27	\$11.74	\$12.04	\$12.33
Salad Maker - HS/Prepack	\$10.88	\$11.38	\$11.86	\$12.15	\$12.44
Kitchen/Utility Helper	\$10.58	\$11.06	\$11.36	\$11.87	\$12.15
Elementary Server	\$10.58	\$11.06	\$11.36	\$11.87	\$12.15
Truck Driver	\$13.20	\$13.70	\$14.11	\$14.38	\$14.69

Classifications which include salary differentials for Journeyman, State License and State Masters License are premised on the holding of a valid and current Journeyman's card or appropriate license from a recognized and approved agency.

This two page set, as corrected, represents the mutually agreed upon salary schedule for food service positions in the years 1996 and 1997.

1996	START	FROB	6 MO.	1 YR.	15 YRS.
MAINTENANCE					
Master Mechanical	\$19.40	\$19.90	\$20.22	\$20.41	\$20.74
Electrician - Group Leader	\$19.19	\$19.71	\$20.05	\$20.21	\$20.53
Elect./Plumber - Master	\$19.40	\$19.90	\$20.22	\$20.41	\$20.74
Elect./Plumber - SL	\$18.60	\$19.13	\$19.47	\$19.63	\$19.95
Electrician/Plumber	\$18.04	\$18.55	\$18.87	\$19.09	\$19.39
Mech I/Journeyman	\$18.04	\$18.55	\$18.87	\$19.09	\$19.39
Mech I	\$17.27	\$17.79	\$18.10	\$18.29	\$18.59
Mech II	\$15.09	\$15.61	\$15.94	\$16.17	\$16.46
Gen. Maint. Journeyman	\$17.23	\$17.71	\$18.02	\$18.24	\$18.55
Gen. Maintenance	\$15.39	\$15.88	\$16.21	\$16.39	\$16.70
Helper	\$13.58	\$14.08	\$14.51	\$14.83	\$15.09
CUSTODIAL					
Group Leader - HS	\$15.07	\$15.60	\$16.00	\$16.33	\$16.64
Group Leader - MS	\$14.79	\$15.31	\$15.67	\$15.97	\$16.29
Group Leader - ELEM	\$14.39	\$14.91	\$15.36	\$15.65	\$15.94
Head Night - HS	\$14.39	\$14.91	\$15.35	\$15.61	\$15.94
Head Night - MS	\$14.12	\$14.65	\$15.07	\$15.39	\$15.70
Head Night - ELEM	\$13.93	\$14.43	\$14.85	\$15.13	\$15.44
Day Custodian - HS	\$13.66	\$14.17	\$14.57	\$14.90	\$15.19
Day Swing Custodian - HS	\$13.66	\$14.17	\$14.57	\$14.90	\$15.19
Swing Custodian	\$13.54	\$14.05	\$14.39	\$14.80	\$15.07
Custodian - Farm Helper	\$13.40	\$13.91	\$14.32	\$14.60	\$14.91
Laundry Attendant/Custodian	\$13.40	\$13.91	\$14.32	\$14.60	\$14.91
GROUNDS					
Grounds Attendant I- Mech	\$15.43	\$15.94	\$16.25	\$16.44	\$16.75
Grounds Attendant I- Sp L	\$15.32	\$15.80	\$16.13	\$16.32	\$16.62
Grounds Attendant I	\$15.03	\$15.52	\$15.86	\$16.04	\$16.34
Grounds Attendant II	\$14.05	\$14.57	\$14.97	\$15.33	\$15.60
Grounds Attd II - Truck Driver	\$14.05	\$14.57	\$14.97	\$15.33	\$15.60
Grounds Attendant III	\$13.40	\$13.91	\$14.32	\$14.60	\$14.91
Truck Driver	\$13.40	\$13.91	\$14.32	\$14.60	\$14.91
TRANSPORTATION					
Mechanic I/Group Leader	\$18.26	\$18.76	\$19.06	\$19.29	\$19.44
Mechanic I	\$17.28	\$17.78	\$18.09	\$18.30	\$18.46
Mechanic II	\$13.72	\$14.21	\$14.60	\$14.91	\$15.23
Garage Service Attendant	\$13.40	\$13.91	\$14.32	\$14.60	\$14.91
Bus Driver	\$13.40	\$13.91	\$14.32	\$14.60	\$14.91
CAFETERIA					
Kitchen Leader - HS	\$12.49	\$13.00	\$13.42	\$13.69	\$14.00
Kitchen Leader - MS	\$12.08	\$12.59	\$12.99	\$13.28	\$13.57
Cook/Baker - HS/Prepack	\$10.99	\$11.47	\$11.98	\$12.26	\$12.56
Head Cashier - HS	\$10.88	\$11.38	\$11.86	\$12.15	\$12.44
Cashier	\$10.76	\$11.27	\$11.74	\$12.04	\$12.33
Salad Maker - HS/Prepack	\$10.88	\$11.38	\$11.86	\$12.15	\$12.44
Kitchen/Utility Helper	\$10.58	\$11.06	\$11.36	\$11.87	\$12.15
Elementary Server	\$10.58	\$11.06	\$11.36	\$11.87	\$12.15
Truck Driver	\$13.40	\$13.91	\$14.32	\$14.60	\$14.91

Classifications which include salary differentials for Journeyman, State License and State Masters License are premised on the holding of a valid and current Journeyman's card or appropriate license from a recognized and approved agency.

1997	START	PROB	6 MO.	1 YR.	15 YRS.
MAINTENANCE					
Master Mechanical	\$19.69	\$20.20	\$20.52	\$20.72	\$21.05
Electrician - Group Leader	\$19.48	\$20.01	\$20.35	\$20.51	\$20.84
Elect./Plumber - Master	\$19.69	\$20.20	\$20.52	\$20.72	\$21.05
Elect./Plumber - SL	\$18.88	\$19.42	\$19.76	\$19.92	\$20.25
Electrician/Plumber	\$18.31	\$18.83	\$19.15	\$19.38	\$19.68
Mech I/Journeyman	\$18.31	\$18.83	\$19.15	\$19.38	\$19.68
Mech I	\$17.53	\$18.06	\$18.37	\$18.58	\$18.87
Mech II	\$15.32	\$15.84	\$16.18	\$16.41	\$16.71
Gen. Maint. Journeyman	\$17.49	\$17.98	\$18.29	\$18.51	\$18.83
Gen. Maintenance	\$15.62	\$16.12	\$16.45	\$16.64	\$16.95
Helper	\$13.78	\$14.29	\$14.73	\$15.05	\$15.32
CUSTODIAL					
Group Leader - HS	\$15.30	\$15.83	\$16.24	\$16.57	\$16.89
Group Leader - MS	\$15.01	\$15.54	\$15.91	\$16.21	\$16.53
Group Leader - ELEM	\$14.61	\$15.13	\$15.55	\$15.88	\$16.18
Head Night - HS	\$14.61	\$15.13	\$15.58	\$15.84	\$16.18
Head Night - MS	\$14.33	\$14.87	\$15.30	\$15.62	\$15.94
Head Night - ELEM	\$14.14	\$14.65	\$15.07	\$15.36	\$15.67
Day Custodian - HS	\$13.86	\$14.38	\$14.79	\$15.12	\$15.42
Day Swing Custodian - HS	\$13.86	\$14.38	\$14.79	\$15.12	\$15.42
Swing Custodian	\$13.74	\$14.26	\$14.61	\$15.02	\$15.30
Custodian - Farm Helper	\$13.60	\$14.12	\$14.53	\$14.82	\$15.13
Laundry Attendant/Custodian	\$13.60	\$14.12	\$14.53	\$14.82	\$15.13
GROUNDS					
Grounds Attendant I- Mech	\$15.66	\$16.18	\$16.49	\$16.69	\$17.00
Grounds Attendant I- Sp L	\$15.55	\$16.04	\$16.37	\$16.56	\$16.87
Grounds Attendant I	\$15.26	\$15.75	\$16.10	\$16.28	\$16.59
Grounds Attendant II	\$14.26	\$14.79	\$15.19	\$15.56	\$15.83
Grounds Attd II - Truck Driver	\$14.26	\$14.79	\$15.19	\$15.56	\$15.83
Grounds Attendant III	\$13.60	\$14.12	\$14.53	\$14.82	\$15.13
Truck Driver	\$13.60	\$14.12	\$14.53	\$14.82	\$15.13
TRANSPORTATION					
Mechanic I/Group Leader	\$18.53	\$19.04	\$19.35	\$19.58	\$19.73
Mechanic I	\$17.54	\$18.05	\$18.36	\$18.57	\$18.74
Mechanic II	\$13.93	\$14.42	\$14.82	\$15.13	\$15.46
Garage Service Attendant	\$13.60	\$14.12	\$14.53	\$14.82	\$15.13
Bus Driver	\$13.60	\$14.12	\$14.53	\$14.82	\$15.13
CAFETERIA					
Kitchen Leader - HS	\$12.49	\$13.00	\$13.42	\$13.69	\$14.00
Kitchen Leader - MS	\$12.08	\$12.59	\$12.99	\$13.28	\$13.57
Cook/Baker - HS/Prepack	\$10.99	\$11.47	\$11.98	\$12.26	\$12.56
Head Cashier - HS	\$10.88	\$11.38	\$11.86	\$12.15	\$12.44
Cashier	\$10.76	\$11.27	\$11.74	\$12.04	\$12.33
Salad Maker - HS/Prepack	\$10.88	\$11.38	\$11.86	\$12.15	\$12.44
Kitchen/Utility Helper	\$10.58	\$11.06	\$11.36	\$11.87	\$12.15
Elementary Server	\$10.58	\$11.06	\$11.36	\$11.87	\$12.15
Truck Driver	\$13.60	\$14.12	\$14.53	\$14.82	\$15.13

Classifications which include salary differentials for Journeyman, State License and State Masters License are premised on the holding of a valid and current Journeyman's card or appropriate license from a recognized and approved agency.

ARTICLE XXVIII - GUARANTEE OF RIGHTS

The parties agree that there shall be no discrimination against any individual because of the individual's race, creed, color, sex, national origin, age, marital status or handicap. The parties agree that the application of this Agreement, employment standards and other working conditions as a staff member of the Bloomfield Hills Schools shall be applied without discrimination.

ARTICLE XXIX - DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 1995, and shall continue in full force and effect until December 31, 1997. In the event that either party should desire to cancel, terminate, modify, amend, add to, subtract from, or change the Agreement, notice of such intent shall be served by the moving party upon the other no later than sixty (60) days prior to December 31, 1997, setting forth the intention to cancel, terminate, or reopen the Agreement, as the case may be. Such notice shall be served by registered or certified mail, return receipt requested. In the event of a timely reopening, the parties shall promptly arrange to meet for the purpose of negotiating either a successor Agreement or modify, amend, add to, subtract from, or change this Agreement as requested.

In the event that neither side serves upon the other a timely notice of desire to reopen the Agreement in the manner set forth herein, then in such event the Agreement shall automatically be extended for a period of one (1) additional year until which extension shall be subject to the reopening and extension provisions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly-authorized representatives this 19 day of April, 1994.

Board of Education

Local 1628, AFSCME

President

Chairman - Negotiations

Vice-President

President

Superintendent

Staff Representative, Council 25

LETTER OF UNDERSTANDING

12/17/92

This letter of understanding is written to clarify the assignment of overtime in a circumstance in which the same individual is eligible to select pool or building overtime.

- If overtime duties at the high schools are needed beyond nine hours in one day, that overtime will be assigned to two people and it will be offered based on the overtime provisions of the collective bargaining agreement.
- If an individual is normally up in the overtime rotation and pool check, not to exceed nine hours, and that individual is on the pool check overtime list, then he/she will do the pool check and will only be paid for the hours worked and the actual time spent on the pool check will be charged to the pool check overtime list. The balance of the overtime will be charged to the building overtime list.
- If the individual is not qualified to check the pool and is scheduled to work building overtime, a second individual with the least number of hours on the pool check list will be scheduled and the actual time worked or call in time, whichever is greater, will be charged on the pool check list.

