MASTER AGREEMENT

between the

WEST BLOOMFIELD BOARD OF EDUCATION

and the

WEST BLOOMFIELD AIDES, MEA-NEA

July 1, 1986 - June 30, 1989

West Bloomfield Schools
West Bloomfield, Michigan 48033

TABLE OF CONTENTS

AGREEMENT

This Agreement is entered into, effective by and between the Board of Education of the West Bloomfield School District, hereinafter called the "Employer" and the West Bloomfield Aides, MEA-NEA, hereinafter called the "Association." The signatories shall be the sole parties to this Agreement.

The headings used in this Agreement neither add to nor subtract from the meaning, but are for reference only.

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with the Association as the representative of its bargaining unit members with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

ARTICLE I
RECOGNITION

The Employer, being the Board of Education of the West Bloomfield School District, recognizes the West Bloomfield Aides, MEA-NEA as the sole and exclusive bargaining representative of all general school aides, Chapter I tutors, media aides, security aides, and special education aides, whether working or on leave, employed by the employer, but excluding supervisors, crossing guards and all other personnel. The employer agrees not to negotiate with or recognize any organization other than the West Bloomfield Aides, MEA-NEA for the duration of this Agreement.

All personnel represented by the West Bloomfield Aides, MEA-NEA in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "employees."

ARTICLE II
ASSOCIATION SECURITY AND CHECK-OFF OF DUES

A. Each employee who, on the effective date of this Agreement, is a member of the Association and has authorized dues deductions, shall do so with the understanding the deductions shall continue for the length of this Agreement.

B. Employees who are not members of the Association at the effective date of this Agreement shall, as a condition of employment, join the Association within thirty (30) days.

C. Employees who are hired after the effective date of this Agreement shall, as a condition of employment, join the Association within thirty (30) days of their hire date.

D. Any employee who is not an Association member and does not make application for membership shall, as a condition of employment, pay to the Association an amount equal to the regular monthly dues. Employees who fail to comply with this requirement shall be discharged by the Board as follows:

   1. The employee shall be notified in writing by the Association when he/she is sixty (60) days in arrears in payment of his/her monthly membership dues or monthly service fee. A signed copy of this Association notice to the employee will be sent to the Board.

   2. The Association, in its notice, shall notify the employee that unless the requirement set forth in the article is complied with within thirty (30) days, the Association shall request the Board, in writing, to terminate the employee. If the employee does not comply within the thirty (30) day period, the Board will be notified of the employee's non-compliance and request that the employee be discharged immediately. Employees may, at their option, change from the Association membership to service fee status or visa versa at any time.

E. Employees shall be deemed to be members of the Association within the meaning of this section if they are members in good standing and not more than sixty (60) days in arrears in payment of membership.

F. Employees who wish to do so may sign and deliver to the business office of the Board an authorization for deduction of Association dues by the Board.

G. The dues shall be deducted monthly, September through June, from the first regular pay of each month of all such employees and remitted to the Association.

H. As a condition of the effectiveness of this article, the Association agrees to indemnify and save the Board, each individual school board member, and all administrators, harmless against any and all claims or suits that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this article.

ARTICLE III
REPRESENTATION

The Association shall furnish the Employer with the names of the officers, representatives, committee chairpersons and staff representatives of the Association with whom it may be dealing. Until the Employer has received written notice from the Association, it shall not be required to deal with such employees purporting to be representatives.

ARTICLE IV
GRIEVANCE PROCEDURE AND ARBITRATION

A. A grievance is defined to be a complaint by an employee within the unit or the Association based upon an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of this Agreement.

B. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any supervisory or administrative personnel and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the opportunity to be present at such adjustment.

C. Grievances shall be resolved in the following manner:

Informal

Prior to the initiation of the formal grievance procedure, the employee(s) shall discuss the problem with the immediate supervisor whose action led to the problem. The employee(s) may have a representative of the Association present, if requested. Every effort shall be made to resolve the problem informally. If the matter is not resolved, the employee(s) may file a formal written grievance with the Association.

The parties agree that the informal step should occur as promptly as possible, but shall take place within ten (10) working days immediately following the event or condition that is the subject or basis of the grievance, or within the ten (10) working days from which he/she has knowledge of such event or condition.

Step 1

A grievance submitted to Step 1 shall be presented to the immediate supervisor within the fifteen (15) working days that immediately follow the event or condition that is the subject or basis of the grievance, or within the fifteen (15) working days from which he/she has knowledge of such event or condition. A meeting shall be held on the grievance within the next five (5) working days and shall be attended by the employee(s) and representative(s). The immediate supervisor's written disposition shall be rendered within the next five (5) working days.

Step 2

If the grievance has not been resolved in Step 1, then the Association shall present the grievance in writing to the Superintendent of Schools or his designee within the next five (5) working days. The Superintendent of Schools or his designee shall meet with the Association and the aggrieved in an attempt to resolve the grievance within the next five (5) working days. The Step 2 disposition shall be rendered within the next five (5) working days.

Step 3

If the grievance is still unresolved, either party may, within thirty (30) working days after the Step 2 disposition, and by written notice to the other party, request arbitration.

Within ten (10) working days after such notice to arbitrate, the Association and the Employer shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for a list of arbitrators will be made to the American Arbitration Association by the party seeking arbitration within the next five (5) working days. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator so selected will hear the matter promptly and will issue his decision no later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning, and conclusions on the issues submitted.

The arbitrator shall have no authority except to pass upon alleged violations of the provisions of this Agreement and to determine disputes involving the application or interpretation of such provisions. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement, nor shall he render any decision which would require an action in violation of the Michigan School Law.

The costs of the arbitrator's services, including expenses, if any, shall be borne equally by the parties. Employees participating in an arbitration hearing shall not be paid wages for any time they are absent from their duties.

D. The time limits set forth above in Steps 1 through 3 may be extended, in writing, for good cause shown or by mutual consent of the parties. Time limits set forth herein or agreed upon shall be considered as substantive, and failure to conform to them shall mean default by the party failing to conform.

ARTICLE V
DISCHARGE AND DISCIPLINE

A. No employee shall be discharged, disciplined, demoted, suspended, and/or reduced in compensation without just cause. The Board agrees that should an employee be discharged, suspended, or given a written reprimand, it will promptly notify, in writing, the Association President of such action.

B. When an employee has reasonable grounds to believe that an interview with an administrator is an investigatory interview in which the risk of discipline reasonably inheres, he/she may request that an Association representative be present as a witness for the employee.

C. Appeal of a discharge or discipline action will be made through the grievance procedure, beginning at Step 1.

D. This provision is not applicable to an employee during his/her probationary period.

ARTICLE VI
SENIORITY, LAYOFFS, PROMOTIONS AND TRANSFERS

A. Seniority shall be defined as length of service in the bargaining unit and shall be calculated from the date on which the employee first assumes his/her duties. Probationary employees acquire seniority at the completion of their probationary period and, if laid off, will have recall rights for a period equal to their service in the District. Seniority will not accrue for the time spent on layoff.

B. Seniority shall be severed if:

1. The employee quits or retires.

2. The employee is discharged and the discharge is not reversed through the grievance procedure.

3. The employee is absent without notice with good cause for three (3) consecutive work days.

4. If he/she is on lay-off for a period of two (2) years.

5. An employee shall lose his/her seniority if, at any time, it is determined that he/she deliberately falsified his/her employment or leave of absence application for the purpose of gaining an advantage or benefit he/she would not otherwise have merited. Such taking away of seniority shall only be done for just cause. Present seniority employees (as of the date of ratification of this Contract) are excepted from this paragraph.

C. The employer will provide the Association a seniority list within two (2) weeks after the effective date of this Agreement and annually thereafter during the term of this Agreement. The list shall contain each employee's name, seniority date, and classification. Any additions or changes during the year shall be furnished the Association by the employer, upon written request. Seniority shall not be affected by sex, race, color, creed, age, marital status, national origin, weight, height or handicap, or dependents of the employee.

D. Probationary Period:

1. The probationary period for aides shall be a period of one (1) school year if hired at the start of the school year; otherwise it shall be one (1) calendar year. Notice of discharge shall be given in writing prior to the end of the school year if hired at the start of the school year; otherwise prior to anniversary date of employment.

2. If the employee is continued in employment beyond the probationary period, his/her seniority shall be established from the last date of hire. In the event of a probationary employee's layoff, he/she shall have recall rights for a period equal to his/her employment in the unit.

3. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment. Probationary employees may be summarily discharged, except as otherwise provided by law, and such discharge is final and not subject to the grievance procedure.

4. Benefits shall accumulate as of date of hire and may be used as accumulated.

E. Layoffs and Recalls:

1. If layoffs become necessary, the procedure will be as follows:

   a. Probationary employees will be laid off first, subject to the ability of seniority employees to perform required work as set forth in sub-section b.

   b. A senior employee who would otherwise be laid off will be given priority of work over junior employees in the same or lower classification, provided he/she is capable of performing the work. It is understood that ability to perform the work may involve complex problems concerning temperament, personality and ability to work with a particular administrator or the public or teachers and students in a harmonious relationship, which factors are to be considered in determining capability.

   c. Employees 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 association president on the same date the notices are issued to the employees.

2. Recalls will be reverse order; that is, a senior laid off employee will be given priority of work over a junior laid off employee, provided he/she is capaole of performing the work (including the factors referred to in 1-b above), and all employees having seniority and ability to perform the work will be recalled before any new employees are hired or any former probationary employees are rehired.

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

4. Each employee is responsible for keeping the employer advised in writing of any change of address and will not be excused for failure to report for work on recall if he/she fails to receive recall notice because of his/her own failure to advise the employer in writing of change of address.

5. The decision of the employer as to the necessity of layoffs and recalls is final and not subject to the grievance procedure if the above procedure is followed.

F. Promotions and Posting of Jobs:

1. A promotion shall be defined as placement in a higher classification within the bargaining unit. A promotion to a higher job classification included in the bargaining unit shall be accorded to the individual best qualified. It is understood that suitable qualifications may involve complex problems concerning temperament, personality and ability to work with a particular administrator or the public or teachers and students in a harmonious relationship, which factors are to be considered in determining promotions. In case the choice rests between two (2) or more employees who have equal qualifications, seniority shall govern the selection. If no employee in the bargaining unit is qualified, the employer may fill the position by new hire.

   All employees in the bargaining unit will be notified of all jobs by posting at least seven (7) calendar days prior to filling of the position. Such posting shall contain job title, classification, building, and pertinent information relating to the position. Employees interested shall apply in writing within the seven (7) calendar day period. When school is not in session, the president or his designee will be sent sufficient copies of the posting at least seven (7) calendar days prior to the filling of the vacancy. Employees desiring to be considered for the vacancy must make written application to the designated administrative office during this seven (7) day period. All those applying shall be granted an interview and will be notified of the decision regarding the appointment.

2. The employee selected for the promotion will be given a four (4) week trial period, during which time if he/she is unsatisfactory, he/she shall revert to his/her former classification.

3. During the trial period, employees will receive the rate of the job they are performing.

4. Employees hired for positions with the district excluded from the bargaining unit shall have their seniority frozen and shall not accumulate seniority while in a non-bargaining unit position. On returning to the bargaining unit, they shall be credited with their prior seniority accumulated while in the bargaining unit.

G. Transfers:

1. Voluntary

a. A voluntary transfer shall be defined as a movement within the same or lower classification within the bargaining unit which is vacant.

b. Employees may request transfers for present and future vacancies by filing same in writing with the Superintendent via the Deputy Superintendent for Personnel. Such requests shall be kept on file for one (1) school year. These requests shall be given consideration as vacancies occur. Requests which were not acted upon must be refiled each September to remain active. An employee whose request was not acted upon may ask for an explanation and shall be given one.

c. The employee requesting a transfer to an open job and being granted it will be given a four (4) week trial period. If the employee is unsatisfactory in the new position, he/she will be returned to the position from which he/she was transferred. In the event the employee is unsatisfactory and is returned to his/her former position, all persons transferred or promoted as a result of the initial transfer or promotion shall also be returned to their former position or laid off if no position is available.

2. Involuntary

a. An involuntary transfer shall be defined as a movement within the same classification which is vacant.

b. The employer may make all transfers of employees which it deems necessary, provided:

1. Written notice of transfer is given to the employee or employees affected.

2. Reasons for transfer in writing are given if requested by the employee or employees involved.

3. Opportunity to meet with the Superintendent via the Deputy Superintendent for Personnel be given to discuss the transfer.

c. The employee transferred to an open job will be given a four (4) week trial period. If the employee is unsatisfactory in the new position, he/she will be returned to the position from which he/she was transferred. In the event the employee is unsatisfactory and is returned to his/her former position, all persons transferred or promoted as a result of the initial transfer or promotion shall also be returned to their former position or laid off if no position is available.

d. Decisions of the employer on transfers and the necessity therefore is final and not subject to the grievance procedure if the above procedure is followed.

ARTICLE VII
WORKING HOURS

A. Hours of work shall be determined by the employer, provided any employee whose hours are cut prior to or during the school year by one (1) hour or more or by loss of insurance shall be able to use their seniority to bump another employee with more hours if they so choose, subject to the limitations of Article VI, E-1-b of the layoff provisions.

B. Unless notified to the contrary, aides will be assigned to the same building and same number of hours as were assigned in the previous school year. Any change in assignment or hours will be communicated to the aide at least five (5) days prior to the beginning of the school year.

C. All media aides and Chapter I tutors shall work the same days as the teachers. All general school aides, security aides and special education aides shall work when school is in session and students are in attendance.

All aides will work their normally scheduled work hours on the first day of school for students and will receive two (2) half-days of in-service per year for which they will be paid. Further, for any half-day of student instruction not scheduled on the 1986-89 calendars, aides will work their normally scheduled work hours.

D. Any aide who is required to attend parent-teacher conferences will be compensated for the time at their hourly rate (or overtime rate if such hours bring their total work week to over forty (40) hours.)

E. Employees will be granted a ten (10) minute coffee break in the morning and a ten (10) minute coffee break in the afternoon. It shall not be feasible to leave an assignment with children for coffee break purposes.

F. Employees shall be scheduled for a thirty (30) minute unpaid lunch period if they work more than four (4) hours per day.

G. Regular straight time hourly pay rates will be granted for required attendance by employer at class, whether attendance is within or outside of the employee's regular work hours.

H. Overtime will be paid at the rate of time-and-one-half for work over forty (40) hours per week.

I. The Board will provide substitutes for employees when an employee's absence from work will be ten (10) or more consecutive work days. A substitute will be placed as soon as the Board is notified that the absence will justify a substitute and providing a suitable substitute is available.

J. Aides are para-professionals and work under the direction of administrators or classroom teachers. When an aide who is certificated as a teacher substitutes for a regularly assigned teacher as a result of the unavailability of a substitute teacher, he/she shall receive current substitute teacher pay for the day or portion thereof. He/she shall be released from all his/her aide duties for that time which he/she substitutes for a teacher. If the aide does additional work beyond that normally performed by a substitute teacher (i.e. cafeteria duty, recess, etc.), he/she shall be paid at his/her regular aide rate for one (1) hour.

When an aide substitutes for a secretary for one-half (1/2) day or more, he/she shall receive either his/her regular rate of pay or the substitute secretary pay, whichever is higher, and be relieved from all aide duties for the day or portion thereof except he/she may handle cafeteria duty and/or playground duty.

ARTICLE VIII
INCLEMENT WEATHER AND BUILDING FAILURE

A. When students are dismissed because of building failures, aides will be permitted to leave. Aides shall not be required to report back until students are required to report. No aide will suffer loss of pay or leave time as a result of building failure unless the district is required to make up such days. Make up of such days will be governed by Section B of this article.

B. Scheduled days of work that are cancelled because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, township or state health authorities, shall be rescheduled by the school district.

Aide employees shall not report on these days and shall not be paid after the first cancelled day. If the law requires that the days be made up, aides will be expected to work and will be paid for such make-up days.

If the law is changed so as not to require make-up,

aides will be paid for days when school is closed due to the above reasons.

C. Should the current law require make-up of days cancelled due to conditions not within the control of school authorities be amended, repealed or changed so as not to require the make-up of these days, then Section B of this article will be null and void and replaced by the following:

> When school is cancelled by the Superintendent because of conditions not within the control of school authorities, aides are not required to report. Notification will be by telephone or by announcement on major radio stations. No aide will suffer loss of pay or leave time as a result of school cancellation.

ARTICLE IX
MISCELLANEOUS

A. No aide shall be expected or required to transport students to or from school in his/her private car.

B. Employees may sign and deliver to the Board Office an authorization to deduct a specific sum payable to the Birmingham Teachers Credit Union, said sum to be paid regularly thereafter. No more than one (1) change in the authorization may be made each year.

C. No work which is normally or customarily performed by the employees covered by this Agreement shall be subcontracted to any outside source which deprives employees of regular work or regular earnings. The Board, however, shall maintain its rights to have work performed by outside firms or sources for reasons of emergencies, time factors or deadlines, if such work is of a temporary or infrequent nature, or to avoid temporarily increasing the number of employees in its presently employed work force and cannot properly be performed on an overtime basis.

D. It is recognized that several cooperative work-study programs in the schools are a valuable and necessary experience to the educational welfare of our students and that the hiring of temporary employees referred to as students in no way interferes or conflicts with the

duties or privileges of employees. It is understood that the provisions of this Agreement entered into between the parties do not apply to these temporary student employees.

E. A substitute is someone filling a present position for a current bargaining unit member. A substitute may only be employed for a specific period of time and in no event for more than one (1) school year. Substitutes will not be members of the bargaining unit and will not be covered by this Agreement.

F. When the Board makes application for any state or federally subsidized program, the Association will cooperate in the application and operation of the program. All such employees who would do bargaining unit work shall become part of the bargaining unit.

G. In compliance with Act 290 of P.A. of 1966, as amended, the Board shall require evidence of freedom from communicable tuberculosis as a condition of entering and maintaining employment. Evidence shall be a report of a negative tuberculin skin test or chest x-ray showing no evidence of active tuberculosis. The cost of the tuberculin skin test, which must be taken at the Oakland County Health Department, shall be borne by the Board. However, if the employee furnishes evidence that he/she is allergic to the skin test or the medical need for an x-ray, the Board shall pay the cost of a chest x-ray, not to exceed that charged by the Oakland County Health Department.

H. The mandatory retirement date for an employee shall be the date upon which the employee attains the age of seventy (70).

I. Any employee who enters into active service of the Armed Forces of the United States, upon the termination of such honorable service, shall be offered reemployment in his/her previous position or a position of like seniority, status and pay, unless the circumstances have changed as to make it impossible or totally unreasonable to do so.

J. Mileage shall be paid at the same rate per mile at the Oakland Schools employee rate, as determined on July 1 and January 1 of each year. No claim shall be made for less than five dollars ($5.00) except once each fiscal

year if the total claim for the year is less than five dollars ($5.00).

K. When a new job is placed in a unit and cannot be properly placed in an existing classification, the Board will establish a classification and rate structure to apply. In the event the Association does not agree that the rate is proper for the description, the Association shall have the right to negotiate the rate as provided under Act 379, as amended.

L. Employees shall be notified of summer employment opportunities within the district through a general posting and be given consideration for such employment. The Board's decision on summer employment will be final and non-grievable.

M. The Board shall provide a total of twenty-four (24) hours paid leave per year to be used by the Association for Association business. The President of the Association shall notify the Personnel Office and the affected principal(s) at least two (2) school days in advance. In emergency situations, leave time may be granted on shorter notice.

ARTICLE X
INSURANCE

A. The Board will provide, upon selection by the employee, without cost to the employee, group life and accidental dismemberment insurance, including a double indemnity provision, in the amount of $20,000. Employees working twenty (20) or more hours per week shall be eligible for such coverage.

B. The Board will provide, without cost to the employee, upon selection by the employee, the following health insurance: Blue Cross/Blue Shield MVF1 with Master Medical rider Option 1, D45 rider, ML rider, PSR rider (pap smear rider) and $2.00 co-pay prescription drug rider. To be eligible for such coverage, the employee must regularly work at least six (6) hours per day, five (5) days per week and at least ten (10) months per year. The employee may select H.A.P. (Health Alliance Plan) in lieu of the above coverage. If the employee or his spouse is covered under other hospitalization insurance coverage, the employee will not be eligible for this

coverage. It is understood that double coverage is prohibited.

C. The Board shall provide, upon selection of the employee, the premiums for participation in one of the health insurance programs for one-half (1/2) of the full coverage for all employees who work at least nineteen (19) hours per week and at least ten (10) months per year who are not otherwise covered.

D. The Board will not participate in health insurance coverage for any other employee.

E. To be eligible for Board-paid insurance coverage, the employee must be working. Employees on unpaid leaves of absence in excess of three (3) weeks shall be required to pay for the insurance or it will be terminated. Those on unpaid leave may continue group health coverage for no more than one (1) year subject to the rules of the carrier. The provisions of group insurance policies purchased by the Board and the rules and regulations of the carrier will govern as to the commencement and duration of benefits and all other aspects of coverage.

F. The Board shall provide, without cost to the employee, the full premium for the Traveler's 60-60-50 dental plan (no orthodonture) or its equivalent with a one thousand dollar ($1,000) annual benefit per person covered (single dependents to age 25). To be eligible for such coverage, the employee must regularly work at least six (6) hours per day, five (5) days per week and at least ten (10) months per year.

G. The Board shall provide one-half (1/2) the full premium for the Traveler's 60-60-50 dental plan (no orthodonture) or its equivalent with a one thousand dollar ($1,000) annual benefit per person covered (single dependents to age 25) to all employees who work at least nineteen (19) hours per week and at least ten (10) months per year.

H. The Board shall provide to those employees eligible for health insurance, but not electing such coverage, a Board-approved T.S.A. in the amount of:

$20.00 for those employees who work six (6) hours per day, five (5) days per week.

$10.00 for those employees who work at least nineteen (19) hours per week.

This benefit will be paid for twelve (12) months annually as long as the employee completes the school year.

I. Effective July 1, 1986, an employee who regularly works at least six (6) hours per day, five (5) days per week and at least ten (10) months per year, is eligible for vision coverage. Upon application, the Board shall pay for the full premium for Travelers Vision Care Insurance, or its equivalent. No employee working less than six (6) hours per day, five (5) days per week and at least ten (10) months per year shall be eligible for such coverage.

ARTICLE XI
PAID LEAVES

A. Sick Leaves

1. Employees absent from duty as a result of personal illness or other reasons set forth in the article shall be allowed sick leave as follows:

   All employees regularly scheduled to work five (5) days per week shall accumulate .53 days per bi-weekly pay period.

2. These days shall be used exclusively for the purpose of employee illness or serious illness in the immediate family (father, mother, husband, wife, sister, brother, child or any dependent living in the same household).

3. The balance of those days not used during the current year shall be accumulated into a reserve bank. Sick leave days in the bank shall accumulate to a maximum of one hundred thirty (130) days.

4. If, in the judgment of the Association, an emergency is created by the illness of one of its members, each member of the unit may be allowed to donate up to ten (10) of his/her accumulated sick days to the employee who is ill. Donation of these days is strictly voluntary. The rate of pay to the ill

employee will be that which he/she would normally be receiving were he/she able to be on the job.

2. Additional special leave days, up to a maximum of three (3) days, may be granted with approval as above. These days will be unpaid or may be made up with compensatory time upon prior approval.

B. Special Leave:

1. Annually, two (2) of the sick leave days accumulated above may be used for special leave. Absence must be approved by the immediate supervisor. Except in unusual circumstances, approval must be secured in advance. Ordinarily, special leave days will not be approved for the day before or the day after a vacation.

2. Additional special leave days, up to a maximum of three (3) days, may be granted with approval as above. These days will be unpaid or may be made up with compensatory time upon prior approval.

C. Funeral Leave:

In the event of a death in the immediate family (spouse, children, parents, father-in-law, mother-in-law, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, or any dependent living in the same household), the employee shall be granted funeral leave not to exceed three (3) days. Such leave shall not be deductible from the sick leave accumulation. Additional days may be granted as special leave with approval. However, these days are deductible from the employee's sick leave accumulation.

D. Worker's Compensation Leave:

Any employee on leave by reason of disability compensable under the Michigan Worker's Compensation Act will be paid as follows:

1. If the employee is absent by reason of such disability for less than two (2) weeks, the Board will pay the employee's regular salary during the first week, not chargeable to the employee's accumulated sick leave, and during the second week will pay the difference between the amount paid or payable pursuant to the Michigan Worker's

Compensation Act and the employee's regular salary, not chargeable to the employee's accumulated sick leave.

2. If the employee is absent by reason of such disability for two (2) weeks or more, the Board will pay the difference between the amount paid or payable pursuant to the Michigan Worker's Compensation Act and the employee's regular salary, chargeable to the employee's accumulated sick leave pro rata.

3. The combined payments received by an employee hereunder shall not exceed the employee's regular salary for the period of disability and any amounts paid chargeable to sick leave shall not exceed the employee's accumulated sick leave time.

E. Maternity Leave:

An employee who becomes pregnant may use her accumulated sick days for her period of confinement. The employee must report for work when her physician determines she is able to perform her duties if she does not request an unpaid leave.

F. Disability Leave:

Any employee who becomes temporarily disabled must notify, in writing, the personnel department and his/her immediate supervisor no later than seven (7) days after medical confirmation of such disability. If the employee is able to work, a physician's statement will be required setting forth the employee's well-being and ability to perform all the employee's normal and regular job duties and functions. Before returning to work, the employee must be certified by his/her physician as ready and able to return to a full work assignment. If there is a difference of medical opinion regarding the disability, ability to work or ability to return to work, it shall be referred to a physician mutually agreeable to the parties for his/her opinion which shall be final and accepted by the parties and the employee involved. The fee of the physician, selected by the parties, shall be borne by the Board.

G. Jury Duty:

Employees who are summoned for jury duty examination and investigation must notify the Superintendent or his designee within twenty-four (24) hours of receipt of such notice. If such employee then reports for jury duty, he/she shall be paid an amount equal to the difference between the amount of wages such employee would otherwise have earned by working that day and the daily jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work. Such time spent on jury duty shall not be charged against his/her leave days. To be eligible for the jury duty pay differential, the employee must furnish the business office with a written statement from the appropriate public official listing amounts of pay he/she received and the days he/she was on jury duty. Any employee found abusing this privilege shall not be entitled to the pay differential.

ARTICLE XII
UNPAID LEAVES

A. Personal, Professional, or Health Leave:

Leave of absence, without pay, for good cause shown, may be granted for a period of one (1) year, for personal, professional, or health reasons. Neither experience nor salary credit will be granted for the leave, but accumulated sick leave days at the time of leaving will be maintained. Requests for unpaid leaves must be made no later than thirty (30) days prior to the beginning of the leave.

B. Military Leave:

A military leave of absence shall be granted to any employee who shall be inducted or shall enlist (for the term of one (1) enlistment only) for military duty in any branch of the Armed Forces of the United States. Upon return from such leave, an employee shall be placed at the same position on the salary schedule as he/she would have been had he/she been employed by the Board during such period. The period of said leave shall not exceed the period of one (1) enlistment if the employee

enlists or the period covered by the original induction orders if the employee is drafted.

C. Association Office Leave:

A leave of absence of up to two (2) years shall be granted to any employee upon application for the purpose of serving as an officer of the Association or on its staff. Upon return from such leave, such employee shall be placed at the same position on the salary schedule as when he/she left. Persons on this leave will receive no benefits except they will be allowed to retain sick leave already accumulated. This leave will be limited to not more than one (1) person in the bargaining unit.

D. Public Office Leave:

A leave of absence of up to two (2) years shall be granted to any employee upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, such employee shall be placed at the same position on the salary schedule as when he/she left. A person on this leave will receive no benefits except he/she will be allowed to retain sick leave already accumulated. This leave will be limited to not more than one (1) person in the bargaining unit. This leave will be for a minimum of one (1) semester and must commence at the beginning of a semester.

E. Upon termination of an unpaid leave of absence, the employee shall be reinstated to a position in his/her same classification, consistent with his/her seniority rights. Should the employee be unable to return to work due to lack of seniority or lack of vacancies, he/she shall be considered laid off.

ARTICLE XIII
SEVERANCE PAY

Upon separation from the district and completion of three (3) years of employment, the following shall be paid for accumulated unused sick days:

Beginning:	July 1, 1986	$10.00	Maximum 130 days
	July 1, 1987	$11.00	Maximum 130 days
	July 1, 1988	$12.00	Maximum 130 days

ARTICLE XIV
HOLIDAYS

A. Paid holidays will be granted to all employees as follows, provided the employee works his/her scheduled hours, if any, on the working day previous to, and the working day following the holiday:

* Labor Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Good Friday
Memorial Day

*Recognized as a paid holiday provided school starts before Labor Day.

B. Holiday pay will be based on the employee's hourly rate and regular work day immediately prior to the holiday.

C. Employees shall earn vacation days in accordance with the following schedule:

1986-87 School Year:	3 days at 10 or more years employment
1987-88 School Year:	4 days at 10 or more years employment
1988-89 School Year:	5 days at 10 or more years employment

Vacation days will be taken during the scheduled spring vacation.

ARTICLE XV
RIGHTS OF THE BOARD

A. The Board, 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 employees.

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the condition for their continued employment, or for dismissal or demotion, and to promote and transfer all such employees.

3. To determine the hours of employment and the duties, responsibilities, and assignment of employees with respect thereto, and the terms and conditions of employment.

4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods, schedules and standards of operation and the institution of new and/or improved methods, but not in conflict with the provisions of this Agreement.

5. Determine the number and location or relocation of its facilities, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

6. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

7. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.

8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically rpovided for in this Agreement.

The above are not to be interpreted as abridging or conflicting with any specific provisions of this Agreement.

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 the Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution of the State of Michigan.

ARTICLE XVI
NO STRIKE/NO LOCKOUT

A. The Association 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 or 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").

B. No lockout of employees shall be instituted by the Board during the term of this Agreement.

ARTICLE XVII
WAIVER AND SUPPLEMENTAL AGREEMENTS

A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each

voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

B. All supplemental agreements shall be subject to the approval of the Board and the Association. Such agreements must be ratified by both parties.

ARTICLE XVIII
CONFORMITY TO LAW

This Agreement is subject, in all respects, to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association, and employees 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 XIX
WAGES

A. Wages for the duration of this Agreement will be as set forth in Schedule A attached hereto.

B. Job classifications will be as set forth in Appendix A attached hereto.

C. Schedule A and Appendix A shall be incorporated into and made a part of this Agreement.

ARTICLE XX
EVALUATION

A. The parties agree that the timely evaluation of the work performance of employees is a valuable and necessary activity for both the employee and employer. The purpose of evaluation is to provide information to the employee regarding job performance and employment status. The evaluation process must be done according to the following express procedure so as to assure the fairest and most beneficial evaluation of aides.

B. Aides shall be evaluated only by administrative personnel (principals, assistant principals or district administrative supervisors). For media aides, special education aides and Chapter I tutors, the media consultant, special education teacher and Chapter I teacher may become directly involved in the evaluation process. Where an aide is assigned to work with one specific teacher (media aides, special education aides), the teacher may become directly involved in the evaluation process. This could include written anecdotal reports of activities in which the aide participated and the effectiveness with which the aide handled those activities. Whenever an aide is noted to be performing unsatisfactorily in particular area(s), either by the teacher or evaluator, the aide will be informed of these areas that need improvement within five (5) working days after the observation was noted or at a post-evaluation conference if the unsatisfactory performance was noted at an evaluation observation.

C. Probationary aides shall be evaluated a minimum of twice during the probationary period, once during the first semester and once during the second semester. In cases where the aide is hired after the beginning of the school year, the first evaluation will be done within the first six (6) months of employment and the second six (6) months of employment.

D. The parties agree that the evaluation of aides will be based on observation of the aide's work performance. Such observation may take place at any time during the aide's scheduled work hours. However, whenever an aide is observed and the work performance is not satisfactory, the administrator will bring this to the aide's attention in writing within five (5) school days.

E. The administration shall hold an evaluation conference with each aide prior to April 25 of each school year. The evaluation form (Schedule B) shall be completed and submitted at this conference.

F. Should the evaluator note any area needing improvement, he/she shall prepare and submit a plan of improvement to the aide. The plan shall:

1. Identify specifically the area that needs improvement.

2. Provide the aide with specific, appropriate recommendations for improvement which are measurable and observable.

3. Develop a fair and workable timeline for such improvement. The timeline shall include follow-up visit(s) to evaluate the area(s) of concern.

4. Provide definite positive assistance (during the school day) to implement the recommendations.

G. If the aide does not agree with the evaluation, he/she may submit a letter of dissent within ten (10) school days of the evaluation conference. In this event, such a letter shall be placed in the aide's personnel file in the Personnel Office.

H. Any complaint lodged against an aide, judged by a supervisor to have substance, shall be brought to the attention of the aide within five (5) school days of receipt in a personal conference. Such complaints shall be put in writing along with the name(s) of the complainant(s), and any administrative action taken. The supervisor shall offer the aide an opportunity to meet with the complainant. The aide may submit a written reply regarding the complaint and the same shall be attached to the file copy of the complaint. No complaint shall become a part of the evaluation or placed in any file unless it is serious in nature or regularly occurring.

I. In the event a non-probationary aide is not recommended for continued employment, the administration shall advise the aide by May 15 that her work is unsatisfactory, inform her of the reasons thereof, said reasons to be consistent with the evaluation report (Schedule B) and this article.

J. The absence of an evaluation will mean the aide has performed satisfactorily.

ARTICLE XXI
DURATION

This Agreement shall be effective as of July 1, 1986, and shall continue in full force and effect until 11:59 p.m., June 30, 1989. At any time subsequent to April 1, 1989, either party may give written notice to the other of its desire to negotiate a new agreement for the following year, and meetings between the parties for that purpose shall begin not later than twenty (20) days after delivery of such written notification provided, however, that nothing in this paragraph, or elsewhere in this Agreement, shall be construed to require the Board to commit an unfair labor practice or otherwise violate the law by any improper recognition of, or support or assistance to, the Association.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

WEST BLOOMFIELD AIDES, MEA/NEA

Karen P. Filar
Chief Negotiator
West Bloomfield Aides, MEA/NEA

Geraldine R. Dines
President
West Bloomfield Aides, MEA/NEA

WEST BLOOMFIELD BOARD OF EDUCATION

Chief Negotiator
West Bloomfield Board of Education

Superintendent of Schools

President
West Bloomfield Board of Education

SCHEDULE A

1986-87

Effective July 1, 1986

STEP	I (41)	II (42)	III (43)	IV (44)	V (45)
1	5.12	5.36	5.82	6.64	7.35
2	5.43	5.65	6.11	6.93	7.64
3	5.74	5.94	6.39	7.22	7.93
4	6.04	6.22	6.68	7.50	8.22
5	6.35	6.51	6.97	7.79	8.51
6	6.66	6.80	7.26	8.08	8.80
7	6.88	7.08	7.55	8.37	9.09

Classification 1 (41)	General School Aides/Bilingual Aides
Classification II (42)	Security Aides
Classification III (43)	Special Education Aides
Classification IV (44)	Media Aides
Classification V (45)	Chapter I Tutors

SCHEDULE A

1987-88

Effective July 1, 1987

STEP	I (41)	II (42)	III (43)	IV (44)	V (45)
1	5.40	5.65	6.14	7.01	7.75
2	5.73	5.96	6.45	7.31	8.06
3	6.06	6.27	6.74	7.62	8.37
4	6.37	6.56	7.05	7.91	8.67
5	6.70	6.87	7.35	8.22	8.98
6	7.03	7.17	7.66	8.52	9.28
7	7.26	7.47	7.97	8.83	9.59

Classification I (41)	General School Aides/Bilingual Aides
Classification II (42)	Security Aides
Classification III (43)	Special Education Aides
Classification IV (44)	Media Aides
Classification V (45)	Chapter I Tutors

SCHEDULE A

1988-89

Effective July 1, 1988

STEP	I (41)	II (42)	III (43)	IV (44)	V (45)
1	5.70	5.96	6.48	7.40	8.18
2	6.05	6.29	6.80	7.71	8.50
3	6.39	6.61	7.11	8.04	8.83
4	6.72	6.92	7.44	8.35	9.15
5	7.07	7.25	7.75	8.67	9.47
6	7.42	7.56	8.08	8.99	9.79
7	7.66	7.88	8.41	9.32	10.12

Classification I (41)	General School Aides/Bilingual Aides
Classification II (42)	Security Aides
Classification III (43)	Special Education Aides
Classification IV (44)	Media Aides
Classification V (45)	Chapter I Tutors

SCHEDULE A

A. All increments will be effective July 1. Any employee hired prior to February 1 of any given year will move up on the salary schedule for one (1) full step beginning July 1 of the following year provided:

   1. The employee has not been on a leave which does not allow accumulation of seniority.

   2. The employee is not at the top step.

   Any employee hired after February 1 of any given year shall remain on the same salary step for the following fiscal year (July 1 to June 30).

B. Upon review of the supervisor and approval of the Deputy Superintendent for Personnel, any new employee may be given up to three (3) years experience credit and further, with the approval of the Superintendent, the new employee may be placed anywhere on the schedule, provided that documentation of experience is available for inspection by the Association.

APPENDIX B
SCHOOL AIDE EVALUATION
WEST BLOOMFIELD SCHOOL DISTRICT

NAME:_____ POSITION:_____

SOC. SEC. NO:_____ LOCATION:_____

EVALUATOR:_____ SCHOOL YEAR:_____

YEARS OF SERVICE:_____ PROBATIONARY:_____ NON-PROBATIONARY_____

SCALE: A=Above Average S=Satisfactory N=Needs Improvement
U=Unsatisfactory NA=Not Applicable

AREAS OF EVALUATION	RATING A	S	N	U	NA	COMMENTS
Working with children						
Following directions						
Written communication						
Oral communication						
Typing						
Telephone manner						
Attendance						
Punctuality						
Reliability						
Cooperation						
Tractfulness						
Initiative						
Flexibility						
Relationships with adults						
Courteousness						
Handling confidential material						
Dresses appropriately for job						

COMMENTS:_____

EVALUATOR'S OVERALL OBSERVATION OF EMPLOYEE:

__ABOVE AVERAGE
__SATISFACTORY
__UNSATISFACTORY

_____ Evaluator _____ Date _____ Employee _____ Date

White Copy: Personnel Office
Yellow Copy: Supervisor
Pink Copy: Aide

Grievance No._____

Date of Filing_____

APPENDIX C

WEST BLOOMFIELD SCHOOLS
WEST BLOOMFIELD AIDES - MEA/NEA

GRIEVANCE REPORT

_____ _____ _____
Name of Aggrieved Building Classification

GRIEVANCE:

Date of Alleged Violation:_____

(1) Violation of Agreement: Article_____ Page_____

(2) Disciplinary Action: _____
Fill in (1) above or check (2).

STATEMENT OF GRIEVANCE:

_____

_____

_____

RELIEF SOUGHT:

_____

_____

_____ _____
Signature of Grievant Date

PROCESSING OF GRIEVANCE:

STEP 1: Immediate Supervisor
Date filed at Step 1: _____
(Must be filed within 15 working days after alleged act of condition leading to grievance)

Date received by Supervisor: _____

Step 1 Meeting Scheduled for:_____ _____
Date Time

Disposition of Immediate Supervisor:

_____

_____

_____ _____
Signature of Supervisor Date (Must be answered within 5 days after meeting.)

Position of Aggrieved:

_____ Disposition Acceptable _____ Disposition Not Acceptable

_____ Signature of Aggrieved _____ Date

STEP 2: Superintendent's Level

Date filed at Step 2: _____

(Must be filed within 5 working days after receipt of disposition at Step 1.)

Date received by Superintendent: _____

Step 1 Meeting Scheduled for: (within 5 days of receipt) _____ Date _____ Time

Disposition of Superintendent:

_____

_____

_____ Signature of Superintendent _____ Date (Must be answered within 5 days after meeting.)

Position of Aggrieved:

_____ Disposition Acceptable _____ Disposition Not Acceptable

_____ Signature of Aggrieved _____ Date

STEP 4: Arbitration

Notice to Board of Education:

This grievance has been submitted to the American Arbitration Association on_____.
Date

(Submission must be made within thirty (30) days after receipt of Step 3 disposition.)

_____ Signature _____ Title