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6/30/88

**MASTER AGREEMENT**

between the

**WEST BLOOMFIELD BOARD OF EDUCATION**

and

**WEST BLOOMFIELD CHAPTER, LOCAL #1384, COUNCIL #25  
American Federation of State, County and Municipal Employees  
(Custodial - Maintenance and Transportation Bargaining Unit)**

**JANUARY 1, 1986 - JUNE 30, 1988**

**WEST BLOOMFIELD SCHOOLS  
WEST BLOOMFIELD, MICHIGAN, 48033**

**Michigan State University  
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*West Bloomfield Schools*

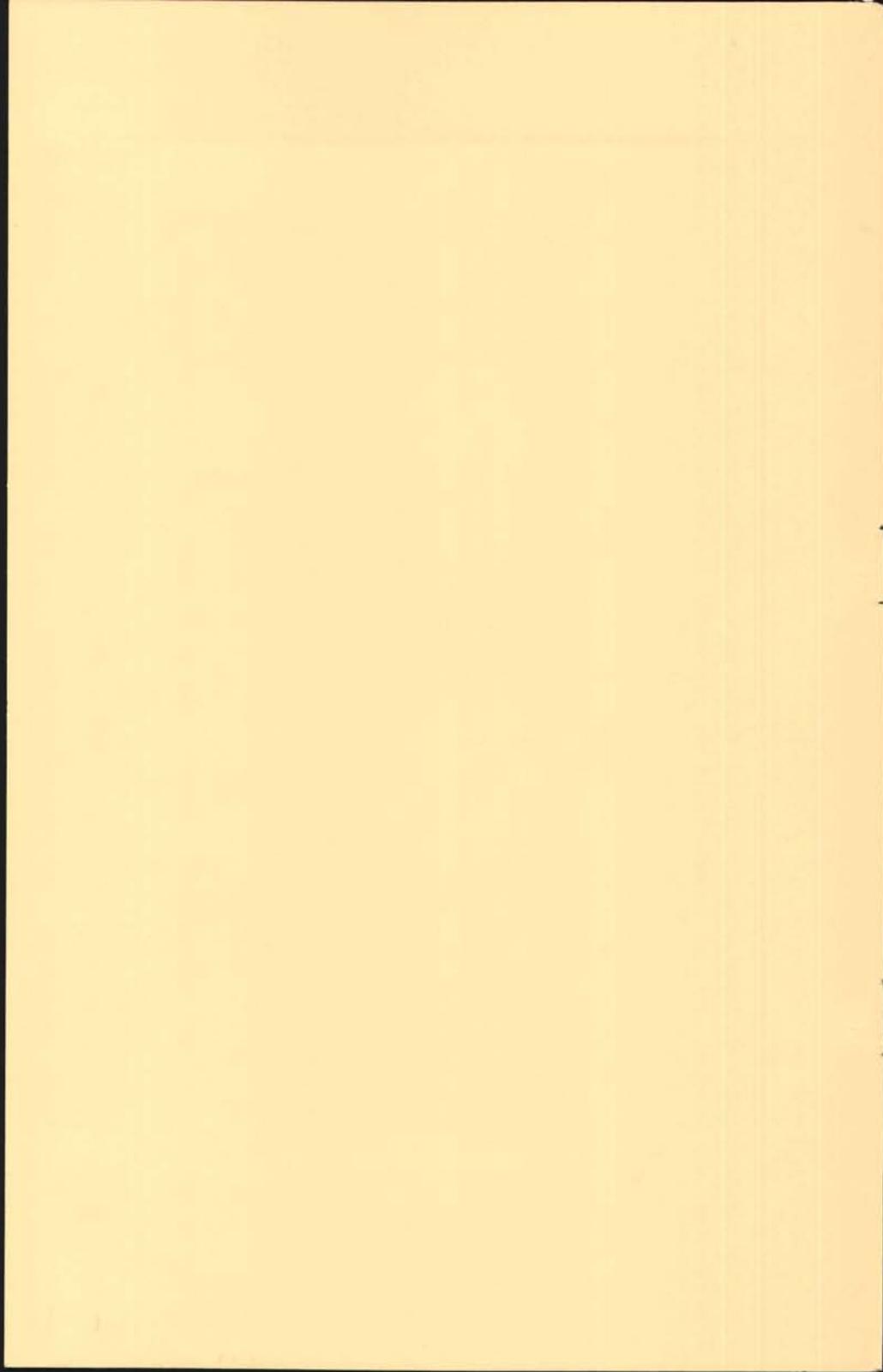






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## AGREEMENT

THIS AGREEMENT is made this 20th day of January, 1986, between the BOARD OF EDUCATION OF THE WEST BLOOMFIELD SCHOOL DISTRICT, Oakland County, Michigan, hereinafter referred to as the EMPLOYER, and the WEST BLOOMFIELD SCHOOLS CHAPTER OF LOCAL UNION NO. 1384, of Metropolitan Council No. 25, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the UNION.

## PURPOSE AND INTENT

The purpose of this AGREEMENT is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Board, its employees and the UNION.

The parties recognize that the interest of the School District and the job security of the employees depend upon the Employer's and the Employees' success in establishing adequate and reliable service to the community.

The parties recognize that the obligation of the school system is to provide the best possible educational program for young people and adults, and that all employees should assist in providing a courteous and effective service.

To these ends, the EMPLOYER and the UNION shall encourage to the fullest degree friendly and cooperative relations between the respective representatives of the EMPLOYER and the UNION at all levels.

It is hereby mutually agreed as follows:

## ARTICLE I RECOGNITION

### Section 1. Recognition of Union

The EMPLOYER recognizes the UNION as the exclusive representative, for purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, of all custodial and transportation employees listed in Schedule A, but excluding executive personnel, supervisors, employees working less than fifteen (15) hours per week, substitute employees and temporary employees.

### Section 2. Definitions

In the application and interpretation of the provisions of this Agreement, the following definitions shall apply:

A. Regular Employee:

An employee who is scheduled to work on a regular basis.

B. Substitute Employee:

A person who takes the place of a regular employee on a non-permanent, day-to-day basis, until the regularly assigned employee returns or is replaced.

C. Temporary Employee:

An employee who provides services when help is required and said job assignment or position is not of a regular nature and does not exceed sixty (60) work days per year (Article XIV, Section 2).

D. Work Study Programs:

It is recognized that several co-op work study programs in the schools are a valuable and necessary experience for the educational welfare of our students and that the hiring of these students in no way interferes or conflicts with the duties or privileges of employees. It is understood that the provisions of this Agreement do not apply to these temporary employees.

E. Employer:

EMPLOYER as used in the Agreement is the West Bloomfield Board of Education, including the Superintendent, Deputy Superintendent for Personnel, and any other management employees as designated by the Superintendent, except for the grievance procedure.

ARTICLE II  
UNION SECURITY AND DUES CHECK OFF

Section 1. Union Security

- A. On the effective date of this Agreement, all employees covered by this Agreement who are members of the UNION will remain members for the duration of this Agreement.
- B. Within ten (10) days after the thirtieth (30th) day of the effective date of this Agreement, all employees who do not wish to join the UNION shall, as a condition of employment, pay a

required of a member of the UNION for the duration of this Agreement.

- C. Employees hired, rehired, or reinstated in the unit shall, within ten (10) days after the thirtieth (30) day following their employment or reinstatement in the unit, as a condition of employment, tender the initiation fee and periodic monthly dues or tender the monthly service charge for the duration of this Agreement.
- D. The UNION shall indemnify and save the EMPLOYER harmless against any and all claims, demands, suits and other forms of liability, that may arise by reason of the EMPLOYER'S complying with the provisions of this Article.

#### Section 2. Dues Deduction

Employees who wish to do so may sign and deliver to the business office an assignment authorizing deduction of membership dues of the UNION or the service charge, as set forth above. The dues or service charge shall be deducted monthly from the regular pay of all such employees and remitted to the UNION. Any such dues deduction authorization so delivered to the business office shall be irrevocable for the duration of this Agreement.

#### Section 3. Sums Deducted and Remitted to the Treasurer

All sums deducted by the EMPLOYER shall be remitted to the treasurer of the UNION, if practicable, not later than the 20th of the next month.

### ARTICLE III RIGHTS OF THE EMPLOYER

It is expressly agreed that all rights which ordinarily vest and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the EMPLOYER, shall continue to vest exclusively in and be exercised exclusively by the EMPLOYER without prior negotiations with the UNION either as to the taking of action under such rights or with respect to the consequence of such action during the terms of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- A. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the EMPLOYER'S school district.

- B. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing but not in conflict with the specific provisions of this Agreement and the right to establish, modify or change any work of business or school hours or days.
- C. The right to direct the working forces, including the right to hire, promote, demote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to layoff employees but not in conflict with the provisions of this Agreement.
- D. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing and disseminating its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
- E. Adopt reasonable rules and regulations.
- F. Determine the qualifications of employees, including physical conditions.
- G. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- H. Determine the placement of operations, production, service, maintenance or distribution of work and the source of material and supplies.
- I. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- J. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the EMPLOYER shall not abridge any right from employees as specifically provided for in this Agreement.
- K. Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provision in the Agreement.

ARTICLE IV  
NON-DISCRIMINATION POLICY

Section 1

The EMPLOYER and the UNION agree to conform with the law and no person shall, on the basis of sex, race, color, creed, age, marital status, national origin, weight, height or handicap, be excluded from participation in, be denied the benefits of, or be subject to discrimination in employment or any of its programs or activities.

Section 2

The EMPLOYER agrees that there shall be no discrimination against any member of the bargaining unit by reason of membership in the UNION. The UNION and its members agree that there should not be harassment, intimidation, social pressure, or non-cooperation with any non-member or exempt employee, supervisor or secretary.

ARTICLE V  
REPRESENTATION AND BARGAINING PROCEDURE

Section 1. Representation

- A. The Bargaining unit shall be represented by a chief steward and a number of stewards as follows:
  - (1) The custodial and maintenance departments shall be represented by one (1) steward and an alternate.
  - (2) The transportation department shall be represented by one (1) steward and an alternate.
- B. The chief steward and the other stewards shall be seniority employees with the school district. The bargaining unit shall also be represented by Council No. 25 or international representatives.
- C. The UNION shall furnish the EMPLOYER with the names of its stewards and alternates upon election or appointment and any subsequent changes as they may occur. The EMPLOYER shall not be required to deal with representatives unless they are properly authorized representatives.

- D. Whenever possible, grievance problems shall be handled at times other than when the employee is at work. If it becomes necessary for a steward to leave his work to investigate and handle grievances, he shall first seek and obtain permission from his supervisor or principal.
- E. If approved, the privilege of the steward leaving his work during working hours without loss of time or pay is subject to the understanding that such time shall be devoted to the proper handling of grievances.
- F. Any steward entering a building other than his own shall first stop at the office and state his business.

Section 2. Bargaining Procedure

- A. The School District recognizes a bargaining committee which shall be composed of not more than five (5) members to be comprised of one (1) custodial representative, one (1) maintenance representative, two (2) transportation representatives and the bargaining unit president, plus Council and/or International Union Representatives.
- B. Both the UNION and the EMPLOYER shall notify the other party of members of their respective bargaining teams prior to the onset of bargaining.
- C. In any negotiations of a new agreement, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside of the school district.

Section 3. Lists of UNION Representatives

The UNION will furnish the EMPLOYER with lists of the officers, Executive Board Members, staff representatives or other persons or officials employed by or representing each of said organization who have responsible control of the dealings between the EMPLOYER and said organizations and will keep said documents and lists current as any changes occur.

ARTICLE VI  
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1

- A. A grievance is defined to be a complaint by an employee within the unit based upon an event or condition which is claimed or considered to be a violation, misinterpretation or misapplication of this Agreement.
- B. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any supervisor or administrative personnel and having the grievance adjusted without intervention of the UNION, provided the adjustment is not inconsistent with the terms of this Agreement and the UNION has been given the opportunity to be present at such adjustment.
- C. Grievances shall be settled in the following manner:

Step 1

An employee or one (1) designated member of a group of employees having a complaint may present, or have his steward present, the complaint to his supervisor and request a meeting on the complaint which shall be held within the next five (5) working days. The parties shall make a sincere attempt to resolve the matter informally at this meeting. A memorandum of this meeting shall be prepared, dated, and initialed by the parties with each receiving a copy.

If the matter is not resolved at this meeting or the employee desires, the complaint shall be reduced to writing and be presented to the supervisor within the next three (3) working days, and the supervisor shall have the next three (3) working days to render his written disposition.

The parties agree that a Step 1 grievance should be filed as promptly as possible, but shall be filed within the ten (10) working days that immediately follow the event or condition that is the subject or basis of the grievance, or within the ten (10) working days from which he has knowledge of such event or condition.

Step 2

A grievance submitted to Step 2 shall be presented to the central office administrator who is responsible within the three (3) days immediately following receipt of the Step 1

written disposition. A meeting shall be held on the grievance within the next five (5) working days and shall be attended by the employee and his steward. The central office administrator's written disposition shall be rendered within the next three (3) working days.

Step 3

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

Step 4 - Arbitration

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

Within ten (10) working days after such notice to arbitrate, the UNION and the EMPLOYER shall 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 not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning, and conclusions on the issues submitted.

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 cost 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 regular duties.

- D. The time limits set forth above in Steps 1 through 4 may be extended in writing for good cause shown or mutual consent of the parties. Time limits set forth herein or agreed upon shall be considered as substantive, and failure to conform to them shall mean default by the party failing to conform.

ARTICLE VII  
SENIORITY, LAYOFF AND RECALL

Section 1. Seniority

- A. Seniority shall be by department (1) custodial/maintenance; and (2) transportation. Employees shall have seniority in their department in accordance with their length of service in that department.
- B. Seniority Lists:
- (1) The seniority list for each department on the date of this Agreement will show the names and job titles of all employees of the department entitled to seniority.
  - (2) Seniority lists will be furnished to the bargaining unit chairperson upon request no more frequently than twice each school year. The EMPLOYER will furnish the UNION a list of probationary employees upon request. At the beginning of each school year, upon request of the bargaining unit chairperson, an alphabetical list of all unit employees will be furnished, including address and social security number, if possible on the current data system.
  - (3) Seniority will not be affected by race, religion, creed, sex, marital status or dependents of the employee.
- C. Probationary Period:
- (1) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) working days of their employment. The EMPLOYER may, at its option, extend the probationary period for an additional twenty (20) working days by notifying the employee and UNION of such extension before the end of his initial probationary period. However, the extension shall be granted to marginal probationary employees only.

- (2) If the employee is continued in employment beyond the probationary period, the employee shall acquire the status of a regular employee and his seniority shall be established from the first day worked as a probationary employee. He shall also be credited with sick leave benefits from the first day worked as a probationary employee.
- (3) The UNION shall represent probationary employees for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. The EMPLOYER shall be the sole judge of the qualifications of probationary employees for continued employment.

D. Loss of Seniority:

An employee will lose his seniority and terminate his employment with the EMPLOYER for the following reasons:

- (1) Employee quits or retires.
- (2) Employee is discharged and the discharge is not reversed.
- (3) Employee is absent for three (3) consecutive working days without notifying the EMPLOYER unless the employee is physically unable to notify the EMPLOYER.
- (4) If the employee fails to return to work when recalled from layoff as set forth in the recall procedure provided herein unless the employee is physically unable to notify the EMPLOYER.
- (5) Return from leaves of absence will be treated the same as No. 3.
- (6) Involuntary layoff for two (2) years or length of work service in the District, whichever is shorter.
- (7) If the employee gives a false reason for a leave of absence.
- (8) If the employee engages in other employment during a leave except in proper cases where exception is made.
- (9) If the employee alters, fraudulently, pertinent information on his application for employment (the

falsification may come to light sometime after the employee's date of hire or date of acquiring seniority.)

Section 2. Layoff and Recall

- A. The word layoff means a reduction in the working force due to a decrease of work, a lack of funds or the elimination of a job function.
- B. If a layoff becomes necessary, the following procedure will be mandatory: Temporary employees within a department will be laid off first; probationary employees within a department will be laid off next; then seniority employees within a department will be laid off according to seniority as defined in Article VII, Section 1. Seniority employees facing layoffs shall be able to "bump" into any equal or lower classification job, based on seniority, if they can perform the job satisfactorily.
- C. In proper cases, exceptions to the layoff procedure may be made. Disposition of these cases will be a proper matter for a special conference and if not resolved, it shall then be subject to the grievance procedure.
- D. Employees to be laid off for an indefinite period of time shall have at least ten (10) calendar days "notice of layoff." The local UNION'S Chief Steward shall receive a list from the EMPLOYER of the employees being laid off on or about the same date the notices are issued to the employees.
- E. When the working force is increased after a layoff the employee will be recalled according to seniority in reverse order of Article VII. Notice of recall shall be sent to the employee at his last known address by first class mail. If an employee fails to report within the fourteen (14) calendar days from the date of mailing of the notice of recall, he shall be considered to have quit.
- F. In order to remain on the recall list, an employee must notify the personnel office, in writing, of his availability during the month of July, each year.

ARTICLE VIII  
TRANSFERS AND PROMOTIONS

Section 1. Transfers

Employees in the custodial and maintenance department may utilize their seniority to express in writing their preference of: (1)

building and (2) shift. Such request shall be filed with the Deputy Superintendent for Personnel and shall be kept on file. Receipt of such requests will be acknowledged in writing provided the employee solicits a receipt. Requests shall be given consideration as vacancies occur within the bargaining unit or in the school system. If more than one (1) request is received for a particular vacancy, the most qualified senior employee shall be granted the assignment. In case the choice rests between two (2) or more employees who have equal qualifications, seniority in the department shall govern.

Section 2. Promotions

- A. A promotion to a higher job classification included in the bargaining unit shall be accorded to the individual best qualified. In case the choice rests between two or more employees who have equal qualifications, seniority in the department shall govern the selection. Promotions will be posted on each building bulletin board for a period of five (5) working days. Employees interested shall apply within the five (5) working day posting period.
- B. The employee selected for the promotion will be given a four (4) week trial period, during which he may revert back to his former classification if he so desires. If the employee is unsatisfactory in the new position, he will be returned to the classification from which he was promoted.
- C. During the trial period, promoted employees will receive the rate for the job they are performing.
- D. Employees in the custodial and maintenance department shall be given first opportunity to apply for positions covered under the contract. An employee in the bargaining unit who meets the qualifications shall be given a forty (40) working day trial period before the EMPLOYER hires from outside of the bargaining unit.
- E. Job openings shall be posted within ten (10) working days of vacancy if the position will be filled. Said postings shall be posted on the building bulletin boards for five (5) working days. Time limits may be extended by mutual agreement between the EMPLOYER and the UNION.

ARTICLE IX  
COMPENSATION AND HOURS OF WORK

Section 1. Wages and Overtime

- A. Wages shall be set forth in Schedule A attached hereto.
- B. Approved overtime will be paid at the rate of time and one-half (1-1/2) for work over eight (8) hours per day and forty (40) hours per week. Holidays and authorized sick leave shall be included as work time for purposes of determining overtime.
- C. Any employee who works on a Sunday shall be paid two hundred percent (200%) of his regular hourly rate.
- Any employee who works on a holiday shall be paid double time for hours worked on a paid holiday listed in this Agreement. In addition, the employee will receive a compensatory day equal to the employee's normal work day immediately prior to the holiday.
- D. The EMPLOYER will make every reasonable attempt to equalize overtime among employees in the custodial and maintenance department. Such equalization attempt shall be over a six-month period. The six-month period will end December 31st and June 30th. In the custodial ranks, equalization shall take place within each building. Upon request, the UNION may inspect and request copies of overtime reports at reasonable times. Employees not desiring overtime will sign such statements on January 1st and July 1st. Any employee from the voluntary list declining when called three (3) consecutive times will be removed from the list for that six-month period. The EMPLOYER reserves the right to require overtime whenever its needs exceed the availability of the voluntary list.
- Overtime shall be equalized for Bus Drivers as provided in Appendix A.
- E. Regular straight time hourly pay rates will be granted for management required attendance at approved classes whether attendance is within or outside of the employee's regular work hours.
- F. There shall be no pyramiding of overtime. Any hour paid at overtime rate for any of the above reasons shall not be counted to compute overtime for any other reason.
- G. An employee substituting for a plant engineer shall be paid the plant engineer's rate of pay. Plant engineers (or substitutes)

performing building checks on Saturday, Sunday or holidays shall receive a lump sum payment of fifteen (\$15.00) dollars per building check, in lieu of an hourly rate.

- H. Employees shall be paid at the same rate per mile as the Oakland Schools' employee rate, adjusted July 1 and January 1 of each year.

#### Section 2. In-service Training and Outside Schooling

- A. In the event that the EMPLOYER provides in-service training and requires attendance at such in-service, employees shall be paid their regular hourly rate.
- B. Employees may request approval to take outside courses of instruction in areas directly related to their employment responsibilities. If such request is approved by the superintendent or his designee, tuition and books (but not additional wages or transportation) shall be paid upon submission of evidence of satisfactory completion of approved course(s).

NOTE: Those employees receiving "Boiler School Pay" at the inception of this Agreement, are grandfathered for the duration of this Agreement.

- C. Beginning January 1, 1986, and continuing through June 30, 1987, bargaining unit mechanics may receive an additional ten cents (10¢) for each certification up to six (6) certifications based on the National Institute for Automotive Service Excellence Truck Mechanic Certification Tests. Beginning July 1, 1987, and continuing through June 30, 1988, bargaining unit mechanics may receive an additional fifteen cents (15¢) for each new certification up to six (6) certifications based on the National Institute for Automotive Service Excellence Truck Mechanic Certification Tests.
- D. Costs for taking tests necessary to achieving the above certification for mechanics will be paid by the Board of Education. However, the individual will not be paid for the time required to take the test. Any cost for the issuance of the certificate must be borne by the employee.

#### Section 3. Separation Pay

Upon separation from the school district, the following will be paid for unused sick time: Fifteen Dollars (\$15.00) per day, with a maximum of 180 days. If an employee dies while employed by the West

Bloomfield Schools, the separation pay for the unused sick time will be paid to that employee's estate.

Section 4. Hours of Work for Custodian-Maintenance Department

- (1) For the purpose of definition, the first shift is any shift that regularly starts at or after 4:00 a.m., but before 11:00 a.m.  
  
The second shift is any shift that regularly starts at or after 11:00 a.m., but before 7:00 p.m.  
  
The third shift is any shift that regularly starts at or after 7:00 p.m., but before 4:00 a.m.
- (2) The hours for first shift custodial, maintenance and utility employees shall consist of eight and one-half (8-1/2) hours including an unpaid thirty (30) minute lunch period.
- (3) Second and third shift custodians only, shall work an eight (8) hour shift including a thirty (30) minute paid lunch period. Such paid lunch period is allowed in lieu of a shift differential.
- (4) All employees shall have a duty free lunch period except where it is necessary because of an emergency for them to perform duties during the lunch period. In these cases, if the period is unpaid, the employee shall be offered an equal amount of compensatory time.
- (5) The starting and ending times of the custodial shifts will not be altered by more than one (1) hour during the school year.
- (6) The EMPLOYER shall notify the UNION of summer shift hours for custodial employees on or about June 1st and shall set a date during the five (5) days following notification at which time the UNION may confer. However, any change shall be in accordance with seniority preference.
- (7) The utility/maintenance shifts may be reasonably adjusted when deemed necessary by the EMPLOYER. No shift changes will be made for a period of less than one (1) week unless there is mutual agreement between the parties.
- (8) Custodial/maintenance employees shall be guaranteed a minimum call in time of two (2) hours.
- (9) Employees may take up to a maximum of two (2) fifteen (15) minute breaks during each shift period.

ARTICLE X  
HOLIDAYS AND VACATIONS

Section 1. Holidays

- A. The following paid holidays will be granted to all employees provided the employee:
- (1) Works his scheduled hours on the working days previous to the following holiday.
  - (2) Is absent and on sick leave, which must be substantiated.
  - (3) Any other exception granted by the Superintendent.

HOLIDAYS

Labor Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
December 24th - Christmas Eve  
December 25th - Christmas Day  
December 31st - New Year's Eve  
January 1st - New Year's Day  
Good Friday  
Memorial Day  
\* July 4th - Independence Day

\* This holiday will apply only to 12-month employees.

If an additional holiday is afforded to the teachers and other negotiating groups within the district (such as Martin Luther King Day), we would apply that holiday to this bargaining group as well.

- B. Holiday pay will be based on the employee's hourly rate and regular work day (not to exceed eight (8) hours immediately prior to the holiday).
- C. Should any of the designated holidays fall on Saturday or Sunday or on a work day for teachers and/or pupils, they shall be observed on alternate work days as established by the EMPLOYER.

Section 2. Vacations

A. Regular full-time twelve (12) month custodial, maintenance, mechanic employees and dispatcher shall be granted vacations which shall be taken during the time school is not in session. However, the Superintendent, or his designee, may grant exceptions and allow vacations during the time school is in session.

Regular full-time twelve (12) month custodial/maintenance employees shall earn vacation pay in accordance with the following schedule:

After 1 year to 5 years . . . . . 2 weeks  
After 6 years to 10 years . . . . . 3 weeks  
After 11 years to 15 years . . . . . 4 weeks  
After 16 years and Over . . . . . 5 weeks

- (1) An employee working both in custodial/maintenance and transportation departments during the same year shall receive vacation for the department in which he works for the majority of his wages during the school year.
- (2) Transportation department employees shall, after the completion of their probationary period, accumulate annual leave at the rate of .25 days per bi-weekly pay period, retroactive to the date of hire.
- (3) On the fifth anniversary date of employment, drivers annual leave shall accumulate at the rate of .50 days per bi-weekly pay period.
- (4) Vacation pay earned shall be paid transportation employees during the spring recess for pupils and at the end of the school year.
- (5) No more than thirty (30) days of annual leave may be accumulated and normally all vacation earned should be taken on an annual basis.
- (6) Any less than full-time employee accepting a position as a summer worker with the maintenance department will receive no accumulation of vacation or sick leave.

- D. An employee who resigns with two (2) weeks' notice or is discharged shall receive pay for any vacation time accrued prior to his resignation or discharge. Layoffs shall be treated in the same manner as resignations.
- E. Vacation pay will be based on the employee's hourly rate and regular work day (not exceeding eight (8) hours) immediately prior to the vacation period.

ARTICLE XI  
INSURANCE

Section 1. Life Insurance

Beginning March 1, 1986, the EMPLOYER will pay the premiums for an employee working at least twenty (20) hours per week and at least ten (10) months per year, upon selection and application of the employee, without cost to the employee, group life and accidental dismemberment insurance in the amount of Twenty-Five Thousand Dollars (\$25,000.00), including a double indemnity provision. All current employees (at the time of ratification) carrying term insurance shall be eligible to continue at no cost to themselves, regardless of hours per week worked.

Section 2. Hospital and Medical Insurance

- A. Beginning January 1, 1986, the Board will pay the premium for an employee working at least twenty (20) hours per week and at least ten (10) months per year upon selection and application of the employee, the full premium for the following Blue Cross coverage: MVF-1, semi-private, full-family hospitalization coverage, master medical coverage, Option III and riders ML, PSR (pap smear rider), and D45NM, prescription drug rider (PDR) with a Two Dollar (\$2.00) co-pay provision. The Employee must not be covered by group health insurance provided by another employer because of the coverage of a spouse. The EMPLOYER will not participate in health insurance premiums for any other employee.

- B. Option for Those Not Electing Health Insurance

Beginning January 1, 1986, and effective through June 30, 1987, an employee working at least twenty (20) hours per week and not electing health insurance shall, upon application, be provided with any Board-approved Tax Sheltered Annuity in the amount of Twenty Dollars (\$20.00) per month.

### Section 3. Dental Insurance

Effective February 1, 1986, an employee working at least twenty (20) hours per week and at least ten (10) months per year is eligible for coverage. Upon application, the Board shall pay for the full premium for The Traveler's 60-60-50 plan with orthodonture, or its equivalent, with a \$1,000 maximum annual benefit per person covered. (Single dependents to age 25.) No employee working less than twenty (20) hours per week and at least ten (10) months per year shall be eligible for coverage.

### Section 4. Vision Insurance

Effective February 1, 1986, an employee working at least twenty (20) hours per week and at least ten (10) months per year is eligible for full family 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 twenty (20) hours per week and at least ten (10) months per year shall be eligible for coverage.

### Section 5. Insurance Eligibility and Requirements

- A. The provisions of the group insurance policies purchased by the EMPLOYER and the rules and regulations of the carrier will govern as to the commencement and duration of benefits and all other aspects of coverage.
- B. If the employee or his spouse is covered under other hospitalization insurance coverage, the employee involved will not be eligible for hospitalization coverage with the EMPLOYER. It is understood that double coverage is prohibited. For appropriate coverage, new employees shall certify in writing that they are entitled to such insurance coverage.
- C. To be eligible for hospitalization, life insurance and dental coverage, the employee must be working on a regular basis or on paid leave. An employee on unpaid medical leave may continue group insurance coverage by prepaying the premiums to the Payroll Office on the first day of each month.
- D. If the EMPLOYER elects to provide coverage by a carrier other than Blue Cross, such plan shall be equal to or better than the present coverage.
- E. Employees who are laid off or on extended leave shall have health insurance benefits provided for a thirty (30) day period after the effective date of the layoff or leave.

Section 6. Employee Sick Bank

When an employee runs out of sick days in an extended illness, bargaining unit members may, with the approval of the EMPLOYER, donate accumulated days to the ill employee. Sick days shall be deducted from the donor's individual sick leave accumulations and transferred to the bank of the ill employee. Such donation may be repeated no more frequently than once every calendar month. It is understood by both the EMPLOYER and the UNION that the donation of sick days to an ill employee is strictly voluntary.

ARTICLE XII  
PAID LEAVES OF ABSENCE

Section 1. Paid Leaves of Absence

All full and part time employees regularly employed (ten (10) or twelve (12) months) shall earn and be credited with leave days at the rate of .7 days per bi-weekly payroll period for those employees who are working and earning pay. Days may accrue, if not used, to a maximum of one hundred eighty (180) days.

Attendance Incentive - Employees who have perfect attendance from January 1, 1986, through December 31, 1986, shall receive attendance incentive on the first pay in January of 1987. The incentive shall be One Hundred Fifty Dollars (\$150.00) for perfect attendance, One Hundred Dollars (\$10.00) for not more than two (2) absences, and Fifty Dollars (\$50.00) for not more than three (3) absences. For this section, an absence is defined as one-half (1/2) day or more.

Leave days are to be used as follows:

A. Sick Leave:

- (1) Personal illness of the employee. The EMPLOYER may, at its discretion, request a doctor's certificate stating that the employee is able to return to work. A physician's verification of illness may be required at any time, which is subject to the approval of the Superintendent for absences due to illness of three (3) consecutive days or more and/or if a definite pattern of absence is established.
- (2) Absence for serious illness in the immediate family (spouse, children, parents, brother, sister or other relative living in the same household).

C. Funeral Leave:

An employee shall be allowed up to three (3) days for the purpose of attending to a death in the immediate family (spouse, children, parents, father-in-law, mother-in-law, brother, sister, grandparents, grandchildren.)

Such leave shall not be deducted from the employee's leave bank.

- D. On leave days for special leave, as well as any other leave, whenever possible such leaves must be requested in advance, in writing, and approved by the Supervisor and Superintendent. The request shall include a statement by the employee that the leave request is for a purpose authorized within this section, as set forth above. The employee may be requested to set forth a specific reason for such leave. All leave days shall be subject to the following: Leave days shall not be used for personal pleasure such as hunting, fishing, skiing, sports events or extended vacations. Abuse of temporary leaves may be subject to disciplinary action.

- E. The above paid leaves will be granted only to the extent that current leave days are available as accrued by the employee, except for funeral leave.

F. Jury Duty:

Employees who are summoned for jury duty examination and investigation must notify the Personnel Office within twenty-four (24) hours of receipt of such notice. If such employee then reports for jury duty, he 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 fee paid by the Court for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work. Jury Duty checks will be presented to the Payroll Office and copied as evidence of the deduction from regular wages. Such time spent on jury duty shall not be charged against an employee's leave days.

G. Workmen's Compensation:

Whenever Workmen's Compensation payments are paid or payable with respect to the sickness or disability of an employee on sick leave, the employee shall be entitled to only that amount of sick leave pay represented by the difference, if any, between his total regular sick leave pay during the period for which he is entitled to sick pay and such Workmen's

Compensation payments, and the number of sick days charged to the employee's sick leave bank shall be, to the nearest integer, such difference divided by the employee's regular daily sick leave pay.

H. Maternity Leave:

- (1) An employee who becomes pregnant must notify, in writing, her immediate supervisor and Personnel Department promptly, but in no event later than seven (7) days after medical confirmation of such pregnancy. Such notification shall include a statement from her physician verifying the fact that she is pregnant and giving the estimated date of birth.
- (2) Periodic statements from the employee's physician setting forth the employee's well-being and ability to perform all the employee's normal and regular job duties and functions shall be required. Such statements are necessary at least monthly, commencing with the employee's sixth (6th) month of pregnancy.
- (3) A pregnant employee shall be permitted to continue working provided the employee's physician certifies the employee is physically well enough to work and can efficiently perform all normal and regular job duties and functions and does not create or present an occupational risk.
- (4) The employee shall submit a written request for a maternity leave to the Employer through the immediate supervisor, with a copy to the Personnel Department, at least thirty (30) work days prior to the starting date of the leave.
- (5) The maternity leave shall be through the post-natal examination.
- (6) Before returning to work, the employee must be certified by the employee's physician as ready and able to return to a full work assignment.
- (7) A maternity leave of absence is subject to the review and approval of an employer-appointed physician. If a difference of medical opinion arises relative to the employee's employment while pregnant or the maternity leave or reemployment, it shall be referred to a physician mutually agreeable to the parties for his opinion, which shall be accepted by the parties and the employee involved. The fee of the physician selected by the

parties shall be borne by the EMPLOYER. Also, because of the sensitive, unique, and medical nature of all matters and considerations applicable to a maternity leave and a pregnant employee, pertinent discussions and disputes shall not be subject to the grievance procedure set forth in Article VII.

- (8) Sick leave may be utilized from the time of confinement as determined by the physician until certified by the physician for return to work.
- (9) Those utilizing sick leave will be expected to return to work upon medical clearance; however, if medical complications involve the child, personal leave of up to one (1) year may be granted for that purpose.

ARTICLE XIII  
UNPAID LEAVES OF ABSENCE

All employees shall be eligible to request a leave of absence after completion of their probationary period, as specified below:

A. Union Business

Any bargaining unit employee elected or appointed by the UNION to do work, which takes him from his employment with the EMPLOYER shall, at the written request of the employee, be granted a leave of absence without pay or benefits.

The period of the leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period at any time upon the request of the employee and approval of the EMPLOYER.

The seniority of the individual on leave for UNION business shall continue to accumulate, excluding pay increments, during the leave. Upon returning from leave, he shall be reinstated to his original or equal position. Insurance benefits will continue in force with the EMPLOYER if the premiums are paid monthly in advance by the individual or his UNION employer.

B. Public Office

Any employee elected or appointed to a public office, which takes him from his employment with the EMPLOYER, shall, upon written request of the employee, be granted a leave of absence without pay or benefits. The leave of absence shall not exceed one (1) year, but may be renewed or extended for a similar

period at any time upon request of the employee. Seniority shall continue to accumulate excluding pay increments during the leave.

C. Medical Leave

After one (1) year of service with the District, a medical leave, not to exceed one (1) year, shall be granted and after two (2) years service with the District, a medical leave, not to exceed two (2) years, shall be granted at the request of an employee with proper medical authorization. A medical leave may be extended by the EMPLOYER, but must be substantiated by the employee's personal physician at EMPLOYER expense, by an EMPLOYER appointed physician. If an employee is released by his personal physician before the expiration of the leave, he will be required to give the EMPLOYER at least thirty (30) calendar days notice to be reinstated.

Employees returning from medical leave will be reinstated to the same classification held at the time of the request for leave. They will be paid the rate that is in effect in that classification at the time they return. Seniority shall continue to accumulate, excluding pay increments, during the leave.

D. Personal Leave

Leave of absence, without pay, for good cause shown may be granted employees for a period of up to one (1) year upon request of the employee and upon approval of the EMPLOYER. Neither seniority nor pay schedule credit will be granted for the leave, but accumulated leave days at the time of leaving will be maintained.

Any employee covered by this contract shall not lose seniority with approved unpaid leave of twenty-five (25) working days or less. Any employee requesting and given approval for leave exceeding twenty-five (25) days shall cease to accrue seniority beginning on the twenty-sixth (26th) day of the leave and extending until the leave terminates and the employee returns to work.

E. Military Leave

Any employee who enters into the Armed Forces of the United States while in the service of the EMPLOYER shall be granted a leave of absence in accordance with the applicable Veterans and Selective Service Acts.

ARTICLE XIV  
GENERAL PROVISIONS

Section 1. Retirement

The mandatory retirement date for all employees shall be the employee's seventieth (70th) birthday.

Section 2. Temporary Employees

Temporary employees (those hired for a period of sixty (60) working days or less per year) are not considered a part of the regular work force and are not entitled to seniority, sick leave or other benefits. However, they are covered by the grievance procedure of this Agreement. Any employee working more than sixty (60) consecutive days in any one (1) year shall be considered a regular employee on the sixty-first (61st) day.

Section 3. Special Conference

- A. There shall be established under this article a closed forum, hereinafter called "special conferences" for the purpose of improving EMPLOYER employee 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 Unit Chairperson and the EMPLOYER or its designated representatives by mutual consent of the parties. Such conferences shall be between two (2) or three (3) representatives of the EMPLOYER and two (2) or three (3) 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 employee shall not lose time or pay for time spent in a special conference during his regular working day.
- C. The UNION representative may meet at a place designated by the EMPLOYER on the EMPLOYER'S premises for at least one-half (1/2) hour (but not to exceed one (1) hour) immediately preceding the special conference.

Section 4. Committees

- A. A committee consisting of two (2) bus drivers selected by the UNION, the Supervisor of Transportation and the administrator in charge, shall be established to attempt to work out any problems in connection with bus runs, schedules and hours.
- B. A committee consisting of two (2) custodians selected by the UNION, the supervisor and administrator in charge, and another person designated by the Superintendent, shall be established to attempt to work out any problems relating to custodial work assignments and duties.

Section 5. Union Bulletin Board

The EMPLOYER will provide one (1) bulletin board in each building apart from student sections of the building and in a location approved by the principal or immediate supervisor which may be used by the UNION for posting UNION notices.

Section 6. Birmingham Teacher's Credit Union

Employees may sign and deliver to the Board of Education office an authorization to deduct a specific sum payable to the Birmingham Teacher's Credit Union, said sum to be paid regularly thereafter. No more than one (1) change during each school year may be made following the initial September declaration.

Section 7. Tax Sheltered Annuities and Custodial Agreements

Employees may, at their request, take part in EMPLOYER approved tax sheltered annuities and custodial agreements.

Section 8. Work/Building and Grounds

Employees in the custodial/maintenance department shall work in the buildings and on the grounds as necessary.

Section 9. Sub-Contracting

The EMPLOYER will not sub-contract any bargaining unit work which would result in the lay-off and/or loss of work normally performed by the bargaining unit.

Section 10. Inclement Weather Days

On inclement weather days when school is cancelled by the Superintendent, plant engineers, night leaders, and maintenance people

and mechanics will be expected to report to work if at all possible on their regular shift unless notified differently by administration. Those reporting will receive an additional vacation day. In the event these employees are not able to report to duty, they will be charged a leave day. Other custodial employees will not normally report to work, but will be paid for the day. If they are asked to report to work, and if they do, they will be granted an additional leave day.

Section 11. Disciplinary Actions

Disciplinary actions two (2) years old or older shall not be used against an employee on any current disciplinary charge.

Section 12. Uniforms

Maintenance Workers:

Workers will receive five (5) regular uniforms per year (shirts and trousers); two (2) sets of coveralls per year; one (1) winter jacket every year; and one (1) spring jacket every year. The District will provide Carhartt-brand jackets or equivalent.

Mechanics:

Mechanics will receive five (5) uniforms per year; two (2) sets of insulated coveralls per year; one (1) Carhartt winter jacket or equivalent every two (2) years; and one (1) summer jacket every two (2) years.

Bus Drivers:

Bus drivers will receive one (1) spring jacket every two (2) years; and one (1) winter jacket every two (2) years.

Custodians:

Custodians will receive five (5) uniforms per year (shirts and trousers). Beginning July 1, 1986, the District will provide one (1) winter jacket and one (1) summer jacket and every two (2) years thereafter for the life of the contract.

Utility persons, in addition to uniforms as provided custodians, because of the nature of their jobs and having outside responsibilities, will receive one (1) set of insulated coveralls every two (2) years.

Measurements will be provided by a selected company to insure proper fit.

Colors will be dark green for pants and jackets and light green for shirts. Shirts and jackets shall be imprinted with school name, logo and the employee's first name. Employees will wash and press their own uniforms. Uniforms will be kept clean and well pressed at all times. Employees agree to eliminate the wearing of any other clothing with names, pictures, graphics, slogans or statements of any kind. Exceptions will be designer's name or manufacturer's name on clothing and UNION insignia. Issued uniforms must be worn at all times by employees. To receive a new jacket, employees must turn in their old jacket to the supervisor.

Upon termination from the district, an employee must turn in all uniforms and jackets in their possession.

#### Section 13. Cleaning Service

The West Bloomfield Mechanics will be provided with a cleaning service for uniforms.

#### Section 14. Shoe and Boot Allowance

The West Bloomfield Mechanics and Maintenance staff will be provided with a yearly shoe and boot allowance in the amount of Fifty Dollars (\$50.00). Said allowance shall be paid at the end of each school year. Employees must complete the school year in order to be eligible for the allowance.

### ARTICLE XV HEALTH EXAMINATIONS

- A. In compliance with Act 290 of P.A. of 1966, as amended, the EMPLOYER 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 EMPLOYER. However, if the employee furnishes evidence that he is allergic to the skin test or the medical need for an X-ray, the EMPLOYER shall pay the cost of a chest X-ray not to exceed that charged by the Oakland County Health Department.
- B. School bus drivers are required to take and pass a health examination before driving a bus at the beginning of each school year. The EMPLOYER shall pay the cost of such examination, which shall be performed by an EMPLOYER-sanctioned or appointed physician. Such examination shall be in addition

to and shall not duplicate the tuberculin test as specified in A above. Any bus driver who reports for work upon employment or at the beginning of a school year without presenting a school bus driver medical examination record shall be immediately suspended without pay until such records are furnished the EMPLOYER as required by law.

ARTICLE XVI  
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 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 provisions shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect.

ARTICLE XVII  
NO STRIKE, NO LOCKOUT

- A. During the life of this Agreement, 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."
- B. No lockout of employees shall be instituted by the EMPLOYER during the term of this Agreement.

ARTICLE XVIII  
WAIVER

- 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 EMPLOYER and the UNION 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 existing on its effective date and not specifically referred to or covered in this Agreement even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- B. Either party may request to meet for the purpose of negotiating supplemental agreements. Such negotiations are voluntary on the part of each party and will only be entered into by mutual consent. Any supplemental agreement to cover new job classification within the unit or other mandatory subjects for collective bargaining shall be subject to the approval of the EMPLOYER and the local UNION. Any such supplemental agreement shall be approved or rejected within a period of thirty (30) calendar days following the date of tentative Agreement.

ARTICLE XIX  
DURATION OF AGREEMENT

This Agreement represents the entire Agreement between the EMPLOYER and the UNION and supersedes all prior Agreements and cancels all previous Agreements, verbal or written, between the parties and shall become of full force and effect from January 1, 1986, and shall continue in full force and effect until midnight, June 30, 1988, and from year to year thereafter unless either party hereto shall give the other party at least sixty (60) days written notice, by certified mail, before the end of the term of this Agreement or before the end of any annual period thereafter, of its desire to terminate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative.

UNION

BOARD OF EDUCATION

*Denise B. Koppala*  
Chairman, Negotiating Committee

*W. John Berwin*  
Chief Board Negotiator

*Denise B. Koppala*  
President, W.B. Chapter, Local 1384

*Lyman G. Holt*  
Superintendent of Schools

*Howard J. Craft*  
Council Twenty-Five Representative

*Ann E. Benard*  
President, Board of Education

APPENDIX A  
SPECIAL PROVISIONS FOR TRANSPORTATION EMPLOYEES

Section 1. Assignments and Routes

- A. Prior to the opening of schools each year, a special meeting shall be held for the bus drivers to select the established routes that will comprise a package. At least two (2) week's notification of the meeting shall be given. All bus driving runs will be assigned by seniority bidding, provided that the driver can handle the package run. Drivers absent from the meeting will be assigned to those packages that remain without bid at the end of the meeting. However, any driver unable to attend the special meeting for a reason acceptable to the EMPLOYER will be allowed to delegate his bid to another driver who shall act as his agent. Such delegation must be in writing.
- B. A basic run package is defined as a high school, middle school, elementary school, special education run, middle part of special education, Magnet run, Stages run, and shuttle run or any combination thereof as established by the EMPLOYER. (A three-tier run is defined as a high school/middle school/elementary package. Stages is a middle school activity; Magnet is an elementary activity.) All drivers with a three-tier morning run will be expected to punch in no later than 6:30 a.m. and punch out by 9:00 a.m. All drivers with a three-tier afternoon run will be expected to punch in no later than 1:30 p.m. and punch out no later than 4:00 p.m.

Any exceptions to the above schedule due to distance or length of run will be adjusted by the supervisor. All exceptions will be made within fifteen (15) minute segments.

Drivers punching in after their established run ending time will not be paid any additional time unless there is a verified emergency (i.e: flat tire, equipment failure, serious discipline problems requiring time at a school building, "stuckies" or delays resulting from inclement weather).

An extra run assignment is defined as vocational, kindergarten, late run, early (1:05 p.m.) high school, head start pre-primary or any combination thereof as established by the EMPLOYER.

If it is found that a Magnet or Stages run is impossible to package in a basic three-tier run, it will be established as an extra run assignment.

In addition to the basic run package, an extra run and extra run package may be selected by seniority drivers to build a total package not to exceed eight (8) hours per day.

- C. Once a package run is established, the extra runs shall not be separated unless the driver makes a request to relinquish the extra runs or they are eliminated all together.
- D. All vacant runs (basic, extra, etc.) will be posted for at least five (5) working days so that drivers may bid for the run on a seniority basis. However, no driver may change runs on a bid basis more frequently than once each six (6) months, in addition to basic bidding, unless it constitutes additional time of thirty (30) minutes or more. A run will not be posted unless it is vacant or unless the run increases by thirty (30) minutes or more.

The position of mail truck driver will no longer be bid with bus runs. If vacant, the job will be posted per the Master Agreement, Article VIII, Section 2.

The position of dispatcher will no longer be bid with bus runs. It will be filled from within the Transportation Department if the applicants meet the required qualifications. If no Transportation Department employees meet the qualifications, the job will be posted per the Master Agreement, Article VIII, Section 2.

- E. All kindergarten routes shall have their own permanent sub to be chosen by seniority. There shall also be three (3) alternate drivers, according to seniority, to sub when permanent kindergarten subs are off.

#### Section 2. Work Schedule

Drivers with regular runs shall be guaranteed at least four (4) hours each day. Relief drivers shall be guaranteed at least two (2) hours per day.

Regular transportation employees shall be paid for a minimum of one-hundred ninety-six (196) days.

#### Section 3. Field Trips

- A. When district-owned vehicles (other than those assigned administrators) are used for field trips, they will be driven by bargaining unit bus drivers, if available.

- B. Regular drivers shall be put on a "field trip board" at high hours as soon as they acquire seniority.
- C. Field trips, Monday through Friday, shall be posted on the "field trip board" and assigned according to rotation and low field trip hours. At least two (2) working days notice in advance of a trip, whenever possible, will be given.

Substitute drivers or unassigned drivers may be used to work field trips during the regular day when all regular drivers are assigned their normal runs. However, any field trips extending past the normal three-tiered run will be assigned to a regular driver.

Drivers may not exchange or trade field trips within forty-eight (48) hours of said trip. Any driver having accepted a field trip who finds he/she is unable to work that field trip must contact the transportation office to allow them to reassign the trip within forty-eight (48) hours of said trip. Drivers must notify the office of any changes.

- D. Saturday and Sunday field trips shall be assigned according to rotation and low field trip hours and posted on a separate "field trip board".
- E. A refusal shall be considered the same as worked time. All field trip hours will be charged to the field trip board equal to the trip refused. People who are on medical leave will not be subject to the three-refusal clause.
- F. Field trip hours will be updated and posted twice monthly on the "field trip board".
- G. If a driver's field trip or extra run begins or ends within thirty (30) minutes of the regular run, the driver will not be required to clock out, but will be paid continuously.
- H. When there are twenty-four (24) or less hours notification of a pending field trip, such trip becomes an "emergency trip". Emergency trips may be given to the first available driver. Such trips are chargeable as per the Master Agreement.

#### Section 4. Meal Allowance

Drivers shall be reimbursed for up to \$3.00 for breakfast, \$3.50 for lunch and up to \$6.50 for dinner on out-of-district trips, providing such trips occur during the normal breakfast, lunch and dinner hours, which are prior to 9:01 a.m. for breakfast, 11:00 a.m. up to 1:00 p.m. for lunch and 5:00 p.m. up to 7:00 p.m. for dinner, and proof

of purchase acceptable to the EMPLOYER is submitted. Meals must be taken out of the District.

Section 5. Summer Work

A sign-up sheet for summer work will be posted before the end of the school year. If sufficient seniority drivers have signed indicating availability, then assignments will be made on a seniority basis. Hourly rates shall be per contract.

Section 6. Miscellaneous

- A. There shall be a dispatcher on duty to cover all regular runs and field trips, Monday through Friday, during normal working hours.
- B. Drivers shall be allowed two (2) fifteen (15) minute periods for bus preparation each day. Bus preparation shall include, but not be limited to, pre- and post-trip inspections, adding oil, adding fuel, cleaning bus, and warm-up. Additional time may be assigned as deemed necessary by management.
- C. Minimum call-in time shall be at least two (2) hours.
- D. All time over forty (40) hours per week shall be equalized over a six (6) month period as much as possible.
- E. Seniority bus drivers whose regular hours are less than forty (40) per week shall be given preference on a rotating basis for extra substitute assignments in order to grant them at least forty (40) hours per week providing their schedule permits.

For the purpose of this section, "extra substitute assignments" shall refer to vocational, late runs, early (1:05 p.m.) high school dismissal only, for the purpose of rotation for seniority drivers. Other substitute assignments such as regular high school runs will be assigned according to existing practice which is done by straight seniority, without rotation, up to forty (40) hours.

- F. All hours worked over forty (40) in a work week or on Saturday shall be paid at the appropriate over-time rate of time and one-half.
- G. Drivers shall not be required to perform dispatcher duties except in case of emergency.
- H. Bus drivers not desiring overtime will sign such a statement at the beginning of the school year.

- I. On inclement weather days, when the Superintendent cancels school, bus drivers shall not be required to report. They shall be paid the same regular hours (not overtime) as worked the week day before school is cancelled. Notification shall be by the major radio stations.

Section 7. School Closings

Scheduled days of work that are cancelled because of conditions not within the control of school authorities, such as severe storms, fires and epidemics, or health conditions as defined by the city, county, township, or state health authorities, shall be rescheduled by the school district. Bus drivers 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, bus drivers 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, bus drivers will be paid for days when school is closed due to the above reasons. Notification shall be by the major radio stations and transportation fanout.

APPENDIX B  
WEST BLOOMFIELD SCHOOLS CHAPTER  
AFSCME LOCAL NO. 1384  
CUSTODIAL, MAINTENANCE, TRANSPORTATION UNIT

NO. \_\_\_\_\_

Date of Filing: \_\_\_\_\_

GRIEVANCE REPORT

\_\_\_\_\_  
Name of Aggrieved                      Department                      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: Informal discussion between employee and immediate supervisor. (Within 3 days of request)

Immediate Supervisor

Date filed at Step 1: \_\_\_\_\_

(Must be filed within ten working days after alleged act of condition leading to grievance.)

Date received by Supervisor: \_\_\_\_\_

Conference with steward scheduled for: \_\_\_\_\_

Date                      Time

DISPOSITION OF IMMEDIATE SUPERVISOR:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date (Must be answered within two days after meeting.)



Processing of Grievance Cont.

DISPOSITION OF SUPERINTENDENT:

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\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
(Must be answered within five working 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

\_\_\_\_\_  
Council #25, AFSC&ME

SCHEDULE A  
 CUSTODIAL, MAINTENANCE AND TRANSPORTATION EMPLOYEES  
 Effective January 1, 1986 to June 30, 1986

<u>Schedule/Position</u>	<u>Start</u>	<u>Prob. Six Period</u>	<u>Six Mos.</u>	<u>One Year</u>	<u>Five Years</u>	<u>Ten Years</u>	<u>Fifteen Years</u>
(10) Bus Driver	8.15	8.60	8.97	9.26	9.36	9.46	9.62
(11) Custodian	8.15	8.60	8.97	9.26	9.36	9.46	9.62
(12) Head Night Cust., Elem.	8.97	9.43	9.71	9.90	10.00	10.10	10.26
(13) Head Night Cust., M.S.	9.26	9.71	9.99	10.17	10.27	10.37	10.53
(14) Head Night Cust., H.S.	9.46	9.91	10.18	10.37	10.47	10.57	10.73
(15) Plant Engineer, Elem.	9.65	10.11	10.39	10.54	10.64	10.74	10.91
(16) Plant Engineer, M.S.	10.37	10.84	11.11	11.26	11.36	11.46	11.62
(17) Plant Engineer, H.S.	11.45	12.01	12.35	12.52	12.62	12.71	12.89
(18) Dispatcher	8.97	9.43	9.71	9.90	10.00	10.10	10.26
(19) Utility Man	8.15	8.60	8.97	9.26	9.36	9.46	9.62
(20) Maintenance Man I	9.46	9.92	10.20	10.38	10.48	10.59	10.74
(21) Maintenance Man II	10.57	11.03	11.30	11.45	11.55	11.65	11.81
(22) Maintenance Man III	12.43	13.02	13.36	13.54	13.64	13.77	13.97
(23) Electronics Tech.	10.45	10.92	11.20	11.35	11.45	11.55	11.71
(24) Vehicle Mech. I	10.33	10.80	11.07	11.23	11.33	11.42	11.59
(25) Vehicle Mech. II	10.89	11.35	11.63	11.77	11.87	11.97	12.13

SCHEDULE A  
 CUSTODIAL, MAINTENANCE AND TRANSPORTATION EMPLOYEES  
 Effective July 1, 1986 to June 30, 1987

Schedule/Position	Start	Prob. Six Period Mos.	One Year	Five Years	Ten Years	Fifteen Years
(10) Bus Driver	8.48	8.94	9.33	9.63	9.73	9.84 10.00
(11) Custodian	8.48	8.94	9.33	9.63	9.73	9.84 10.00
(12) Head Night Cust., Elem.	9.33	9.81	10.10	10.30	10.40	10.50 10.67
(13) Head Night Cust., M.S.	9.63	10.10	10.39	10.58	10.68	10.78 10.95
(14) Head Night Cust., H.S.	9.84	10.31	10.59	10.78	10.89	10.99 11.16
(15) Plant Engineer, Elem.	10.04	10.51	10.81	10.96	11.07	11.17 11.35
(16) Plant Engineer, M.S.	10.78	11.27	11.55	11.71	11.81	11.92 12.08
(17) Plant Engineer, H.S.	11.91	12.49	12.84	13.02	13.12	13.22 13.41
(18) Dispatcher	9.33	9.81	10.10	10.30	10.40	10.50 10.67
(19) Utility Man	8.48	8.94	9.33	9.63	9.73	9.84 10.00
(20) Maintenance Man I	9.84	10.32	10.61	10.80	10.90	11.01 11.17
(21) Maintenance Man II	10.99	11.47	11.75	11.91	12.01	12.12 12.28
(22) Maintenance Man III	12.93	13.54	13.89	14.08	14.19	14.32 14.53
(23) Electronics Tech.	10.87	11.36	11.65	11.80	11.91	12.01 12.18
(24) Vehicle Mech. I	10.74	11.23	11.51	11.68	11.78	11.88 12.05
(25) Vehicle Mech. II	11.33	11.80	12.10	12.24	12.34	12.45 12.62

SCHEDULE A  
 CUSTODIAL, MAINTENANCE AND TRANSPORTATION EMPLOYEES  
 Effective July 1, 1987 to June 30, 1988

Schedule/Position	Start	Prob. Six Period Mos.	One Year	Five Years	Ten Years	Fifteen Years
(10) Bus Driver	8.95	9.43	9.84	10.16	10.27	10.38 10.55
(11) Custodian	8.95	9.43	9.84	10.16	10.27	10.38 10.55
(12) Head Night Cust., Elem.	9.84	10.35	10.66	10.87	10.97	11.08 11.26
(13) Head Night Cust., M.S.	10.16	10.66	10.96	11.16	11.27	11.37 11.55
(14) Head Night Cust., H.S.	10.38	10.88	11.17	11.37	11.49	11.59 11.77
(15) Plant Engineer, Elem.	10.59	11.09	11.40	11.56	11.68	11.78 11.97
(16) Plant Engineer, M.S.	11.37	11.89	12.19	12.35	12.46	12.58 12.74
(17) Plant Engineer, H.S.	12.57	13.18	13.55	13.74	13.84	13.95 14.15
(18) Dispatcher	9.84	10.35	10.66	10.87	10.97	11.08 11.26
(19) Utility Man	8.95	9.43	9.84	10.16	10.27	10.38 10.55
(20) Maintenance Man I	10.38	10.89	11.19	11.39	11.50	11.62 11.78
(21) Maintenance Man II	11.59	12.10	12.40	12.57	12.67	12.79 12.96
(22) Maintenance Man III	13.64	14.28	14.65	14.85	14.97	15.11 15.33
(23) Electronics Tech.	11.47	11.98	12.29	12.45	12.57	12.67 12.85
(24) Vehicle Mech. I	11.33	11.85	12.14	12.32	12.43	12.53 12.71
(25) Vehicle Mech. II	11.95	12.45	12.77	12.91	13.02	13.13 13.31

LETTER OF AGREEMENT  
Between the  
WEST BLOOMFIELD BOARD OF EDUCATION  
and  
WEST BLOOMFIELD CHAPTER, LOCAL #1384, COUNCIL #25  
American Federation of State, County and Municipal Employees  
(Custodial-Maintenance & Transportation Bargaining Unit)

January 23, 1986

All student field trips involving twelve (12) or more students in a single vehicle operated by the West Bloomfield School District will be driven by a bargaining unit bus driver, if available.

2-5-86  
Date

Denise B. Koppala  
Union President

1-23-86  
Date

J. John Korman  
Deputy Superintendent

/slr  
1/23/86

LETTER OF AGREEMENT  
Between the  
WEST BLOOMFIELD BOARD OF EDUCATION  
and  
WEST BLOOMFIELD CHAPTER, LOCAL #1384, COUNCIL #25  
(Custodial-Maintenance & Transportation Bargaining Unit)

The AFSCME bargaining unit and West Bloomfield Board of Education do hereby agree to change certain language in the new contract as follows:

Article XII, Section 3, new section, Attendance Incentive, replace last sentence, "For this section, an absence is defined as one-half (1/2) day or more.", with the following; "For this section all absences are cumulative."

The current language will be in effect from January 1, 1986, until June 30, 1986. Beginning July 1, 1986, for the remainder of the contract, the new language will be in effect.

*Reese B Koppala*  
Union President

3-4-86  
Date

*J. John Ferri*  
Deputy Superintendent

3-4-86  
Date

/slr  
3/4/86

