

**AGREEMENT**

between the

**BENTLEY COMMUNITY SCHOOLS**

and

**LOCAL 1918 CHAPTER Q  
COUNCIL #25, AFSCME, AFL-CIO**

**July 1, 2005**

**through**

**June 30, 2008**

(w/updated seniority lists for 2007-08)

(salaries will be updated once  
State Aid is established)



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**AGREEMENT**  
**between the**  
**BENTLEY COMMUNITY SCHOOLS**  
**and**  
**LOCAL 1918-Q, COUNCIL #25, AFSCME, AFL-CIO**

PREAMBLE

This Agreement is made this 1st. day of July, 2005, between the Board of Education of the Bentley Community Schools of Genesee County, Michigan, hereinafter referred to as the "Board" and the Bentley School Employees, Chapter Q of Local Union No. 1918, affiliated with Council #25 and chartered by the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

The Union recognizes the responsibilities impose upon it as the exclusive bargaining agent for the employees of the bargaining unit and realizes that in order to provide maximum job opportunities for continuing employment, good working conditions and adequate wages, the Board must, within the existing framework of the statutes of the State of Michigan, maintain the schools within the Bentley Community School District as efficiently and at the lowest possible cost consistent with fair labor standards. The Union undertakes that the employees within the bargaining unit will individually and collectively perform loyal and efficient work.

The parties ascribe to the principle of equal opportunities and share equally the responsibility for applying the provisions of this Agreement equally and without discrimination as to age, sex, marital status, race, creed, national origin, political or Union affiliation.

## **ARTICLE 1. RECOGNITION**

- A. Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment for the term of this Agreement. The employees of the Board that are a part of this bargaining unit are as follows: Regular full-time and regular part-time employees that are employed by the Board as: Custodians, maintenance, bus drivers, cooks, head cooks, bus mechanics, special education bus aides; all other employees and substitutes of the Board are specifically excluded.
- B. If at any future date a new position is created, the parties will meet to discuss the position's appropriateness for inclusion in the bargaining unit and the placement of the position in the proper classification.
- C. If at any time in the future a new position is created in the bargaining unit, the parties will meet to negotiate wages, hours and conditions of employment.
- D. The term "employee" when used herein shall refer to employees included in the unit for bargaining as set forth in the paragraph above and reference to male employees shall include female employees. The term "Board" and "Employer" when used herein shall refer to the Board of Education and its designated representative.
- E. In the event the Bentley Community Schools should merge or consolidate with another school district, the Board of Education agrees, at least sixty (60) days prior to any public vote on a merger or consolidation, to discuss the matter with the Union.

**ARTICLE 2. BOARD RIGHTS**

- A. The Union recognizes that the Board has the responsibility and authority to manage and direct, in the behalf of the public, all the operations and activities of the School District to the full extent authorized by the law.
  
- B. The Union further recognizes that all such lawful operations and activities as exercised by the Board shall be in conformity with this Agreement.

### **ARTICLE 3. DEFINITIONS**

- A. Regular full-time employees are:
1. Custodian, maintenance, groundskeeper, or special education bus aide employees who work four (4) hours or more per day.
  2. Cafeteria employees who work twenty (20) hours or more per week.
  3. Bus drivers who drive four (4) or more runs per day or more than four (4) hours for drivers hired after January 1, 1995.
- B. Regular part-time employees are:
1. Custodian, maintenance, groundskeeper, or special education bus aide employees who work less than four (4) hours a day.
  2. Cafeteria employees who work less than twenty (20) hours a week.
  3. Bus drivers who drive less than four (4) runs per day or less than four (4) hours for drivers hired after January 1, 1995.
- C.
1. Temporary employees are employees who are hired for and work less than thirty (30) working days. The Board will not hire consecutive temporary employees, thereby eroding the bargaining unit.
  2. The Board will notify the Chapter Chairperson of temporary employees employed within the classification of the bargaining unit. Temporary employees will not exceed thirty (30) working days of employment.
  3. Temporary employees are not bargaining unit members.
- D. Student employees are Bentley students hired on a part-time basis to perform non-bargaining unit work as mutually agreed between the Board and the Union.
- E. Substitute employees are hired for and work on a day-to-day basis to replace regular employees for short periods of time. Substitute employees may fill in as a regular employee until the regular leave status is terminated as outlined in Article 12.C.

#### **ARTICLE 4. REPRESENTATION**

- A. The Union shall be represented by a committee of four (4) stewards, four (4) alternate stewards and the Chapter Chairperson. The designated steward shall represent all employees working in a particular job classification (custodial, maintenance, dietary, transportation).
- B. The Union will furnish the Board with the names of its officers, stewards and alternates, and such changes as may occur from time to time in such personnel.
- C. In the handling of a grievance, if it becomes necessary for the steward to leave their work, they shall first notify their supervisor or principal. The steward leaving their 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 the grievance; this will be done as expediently and with as little interruption of work as possible. An abuse will be grounds for disciplinary action.
- D. If the steward is required to go to another building other than their own in handling of a grievance the principal at both buildings (or all buildings involved) must be notified. Stewards will check in and out of the respective buildings.
- E. Except as set forth above, no steward or any other employees shall be granted time off for the purpose of handling Union matters, affairs or grievances unless specific permission has been granted by the Supervisor or Building Principal.

## **ARTICLE 5. GRIEVANCE PROCEDURE**

- A.
1. A grievance is defined as an alleged violation, of a specific Article or Section of this Agreement.
  2. Grievances may be processed during working hours, provided immediate necessary functions are maintained.
- B. Step One: Within ten (10) working days (days affected employee(s) actually worked) of the time a grievance occurs, the employee(s) and the Steward shall present the grievance to their immediate supervisor. Grievances filed by bus drivers and bus mechanics, the immediate supervisor shall be defined as the Transportation Supervisor; grievances filed by cooks, head cooks, custodians, and maintenance, the immediate supervisor shall be defined as the Business Manager, with the object of resolving the matter informally. Within five (5) working days after presentation of the grievance, the immediate supervisor shall give their answer orally to the employee(s).
- C. Step Two: If the grievance is not resolved in Step One, the employee(s) must, within five (5) working days of the receipt of the Administrator's answer, submit to the immediate supervisor a signed written "Report of Grievance." The "Report of Grievance" shall contain the following:
1. The name of the grieving employee or group of employees.
  2. Nature of grievance, including contract provisions violated and persons violating them, if possible.
  3. The specific relief that is requested.
  4. The signature of the employee or employees involved.
- The immediate supervisor shall give the employee(s) an answer, in writing, no later than five (5) working days after receipt of the written grievance.
- D. Step Three: If the grievance is not resolved in Step Two, it must be submitted within ten (10) working days to the Superintendent. The Superintendent shall meet with the involved parties within ten (10) working days of receipt of the grievance in an attempt to resolve the matter. The Superintendent shall give the employee(s) an answer, in writing, within five (5) working days of the conference with the employee(s).
- E. Step Four: If the grievant(s) is not satisfied with the disposition by the administrator in D. above, the grievance shall be submitted to the Board of Education's Review Committee within ten (10) working days of the Employer's answer at Step 3. This Committee shall be composed solely of members of the Board of Education. Within ten (10) working days from receipt of the written referral to the Board, its Review Committee shall meet with the grievant(s), or grievant(s) Steward and/or a Representative of the Union. A decision shall be rendered within five (5) working days of the above-mentioned meeting.



- F. Step Five: If the grievant(s) is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within five (5) working days of the meeting outlined in E. above, the grievant may, within thirty (30) working days of the meeting refer the grievance to arbitration.
1. The grievance shall be forwarded to the American Arbitration Association and the parties shall proceed under procedure of the American Arbitration Association until resolution.
  2. The decision of the arbitrator shall be final and binding on both parties.
  3. It shall be the function of the arbitrator and he/she shall be empowered, except as their powers are limited below, to make a decision in cases of alleged violation, misinterpretation or misapplication of the specific articles and sections of this Agreement. A decision shall be rendered within thirty (30) calendar days.
    - a. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
    - b. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the part incurring them and neither party shall be responsible for the expense of witnesses called by the other.
- G. A grievance which is not referred to the next step by either party in the grievance procedure within the time limits provided herein shall automatically be judged as accepted, unless mutually extended in writing by both parties.
- H. The time limits provided in this section shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the time limits may be reduced by mutual agreement of both parties in order to effect a solution prior to the end of the school year or as soon thereafter as is possible.
- I. Notwithstanding the expiration of this Agreement, any claim of grievance arising thereunder may be processed through the grievance procedure until resolution.
- J. Paid leave shall be provided any member of the bargaining unit who is called by the Board to testify at an arbitration hearing during normal working hours. Leave shall be provided any employees of the Board that is called by the Union to testify at an arbitration hearing that is held during the employee's normal working hours, the cost of a substitute shall be reimbursed to the Board by the Union.
- K. Nothing contained herein shall be construed to prevent any individual member of the bargaining unit from presenting and processing a grievance and having said grievance adjusted without intervention of the Union, providing said adjustment is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to be present at such adjustment.
- L. In the event that a grievance is filed that is of such a nature that expediency in resolution is imperative or the grievance is of such a nature that a resolution could not be achieved by following the normal procedures, the parties may by mutual consent, in writing, send the grievance directly to binding arbitration.

- M. An individual's grievance may be withdrawn at any step without prejudice, but that individual's same grievance shall not be filed a second time.
- N. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.

**ARTICLE 6. SPECIAL CONFERENCE CLAUSE**

Special conferences on important and urgent matters relating to the interpretation and application of this Agreement will be arranged at mutually agreed times, between the Union and the Board (or its representatives), upon the request of either party. At least two (2) representatives of the Union and two (2) representatives of the Board will attend these meetings. Arrangements for such meeting shall be made in advance and an agenda of matters to be discussed shall be presented at the time the conference is requested. Matters taken up in the special conferences shall be confined to those included in the agenda. These conferences shall not be intended as meetings for the purpose of negotiating changes in this Agreement or the resolving of grievances that have been filed.

## ARTICLE 7. DISCHARGE AND DISCIPLINE

- A.
  - 1. The Board shall not discharge or discipline any non-probationary employee without cause. Disciplinary action taken by the employer will be dependent upon the nature and seriousness of the offense or infraction. Disciplinary action assessed in instances of minor offenses or infractions shall be progressive in nature, i.e., oral counseling, written reprimands, suspension, and discharge.
  - 2. The Board agrees to notify the Union, in writing, in the case of suspension or discharge.
- B. The discharged or disciplined employee will be allowed to discuss their discharge or discipline with their steward and the Board will make available an area where they may do so before they are required to leave the property of the Board. Upon request, the Board or their designated representatives will discuss the discharge or discipline with the employee and the steward.
- C. Should the employee consider the discharge or discipline to be improper, the Union's complaint shall be presented, in writing, to the Superintendent or designee within three (3) regularly scheduled working days after the discharge or discipline is received by the Union. The Superintendent or designees shall give an answer to the Union within five (5) regularly scheduled working days after receiving the complaint. If the answer is not satisfactory to the Union, the matter may be referred to the grievance procedure commencing at Step 4 (Board Committee) level. If a grievance is not filed within five (5) regular working days by the employee or the Union, it shall be assumed that the answer was accepted and the right to use the grievance procedure is waived.
- D. In imposing discipline on a current charge, the employer will not take into account any similar reprimands or suspensions which occurred more than three (3) years prior.

## **ARTICLE 8. SENIORITY**

- A. New employees hired, other than substitutes and temporary help, shall be considered as probationary employees for sixty (60) calendar days, excluding holiday and summer shutdowns where applicable. There shall be no seniority among probationary employees. When a probationary employee finishes the probationary period, they shall be entered on the seniority list and shall rank for seniority sixty (60) calendar days prior to the day they completed the probationary period. The sixty (60) day probationary period shall be extended for any absences totaling more than five (5) days during that period by the amount of said absences. Probationary employees may be discharged with or without cause or hearing provided that discharge is not due to union activity.
- B. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rate of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that the Board will have the right to discharge and take disciplinary action involving a probationary employee without a grievance filed or processed, except for Union activity or affiliation.
- C.
  - 1. Probationary employees shall be eligible for fringe benefits provided for in this Agreement on the first day of the month after ninety (90) days after commencement of work.
  - 2. Payment for fringe benefits provided for in this Contract shall be terminated on the date of termination for those employees who are properly discharged or who voluntarily quit.
- D. The seniority list shall show the names and job titles of all employees in the unit entitled to seniority in the classification and in the bargaining unit as of the employee's most recent date of hire.
- E. Seniority lists will be provided to the Union and posted by November 1<sup>st</sup> each school year. The Union/Employees will file any objections to the list within fifteen (15) days; thereafter the list shall be final and conclusive.
- F. Seniority shall be applicable for layoff and recall within the job classification. Seniority shall also be applicable for vacation preference with twelve-month employees.
- G. Seniority shall not be affected by the race, sex, age, creed, national origin, political or Union affiliation or marital status of the employee, but no employee shall be entitled to promotion to a job or status for which they are not qualified.
- H. Employees working as a bus driver and/or special education bus aide may hold seniority in either or both job classifications.
- I. When more than one (1) employee is hired on the same day, the last four digits of the social security number of those employees who are tied shall be utilized and the employee with the lowest number shall be deemed the most senior employee.

- J. An employee shall lose seniority and terminate employment with the Board for any of the following reasons:
1. Employee quits or retires.
  2. Employee is discharged and the discharge is not reversed.
  3. Employee is absent for more than two (2) consecutive working days without notification (may be waived by Superintendent).
  4. If the employee fails to return to work when recalled from layoff as set forth in the recall procedure.
  5. If the employee overstays by more than two (2) days leave of absence granted for any reason unless an extension has been granted. This may be waived by the Superintendent.
  6. The employee is transferred to a position or job classification outside of the bargaining unit, except for transfer mandated by layoffs or cutbacks.
  7. If the employee gives a false reason for a leave of absence or paid leave or engages in other employment during such leaves.
  8. If a settlement with an employee has been made for total disability.
  9. If the employee falsifies information on their application for employment (the falsification may come to light sometime after the employee's date of hire or date of acquiring seniority).
  10. Is convicted or commits any felony or misdemeanor.
  11. Is convicted or commits any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to property of the employer.
  12. Is under the influence of intoxicants or drugs.
  13. Steals Board property.
  14. Excessive absenteeism.

## ARTICLE 9. VACANCIES AND TRANSFERS

### A. Transfers

1. Transfers for justifiable and legitimate reasons may be made by the Board or upon request of the employee, provided that such transfer does not result in a demotion or a reduction of pay rate.
2. A transfer is a lateral change within a job classification where there is no increase in pay rate: for example, a movement to another building or to another job within the same classification.
3. A transfer can be made at the following times:
  - a. At the start of the employee's regular work year.
  - b. Within ten (10) working days of receipt of a notice of an increase or decrease in working hours. The transfer to be made within fifteen (15) working days of notice in change of working hours.
4. The above shall not apply to bus drivers.

### B. Posting

1.
  - a. All job openings within the bargaining unit shall be posted for ten (10) working days in the office of each building setting forth requirements for the position, on applicable bulletin boards. A copy of the posting will be forwarded to the Union president at the time of posting. Interested employees shall apply, in writing, within the posting period. Openings shall be filled on a seniority basis, within the job classification, provided the applicant meets the qualifications of the position.
  - b. If there are no applicants within the job classification, then the most senior qualified employee shall be awarded the position and shall be given a four (4) week trial period as outlined in B.2. below.
  - c. If a bargaining unit employee is given a position in another bargaining unit job classification, they must surrender their employment in the previous job classification if the combined positions would require that they work more than eight (8) hours per day or forty (40) hours per week.
2.
  - a. During the four (4) week trial period, the employee shall have the opportunity to revert back to their former position.
  - b. In the event an employee is unsatisfactory in the new position, they shall be returned to their previous position, and reasons shall be submitted by the employee in writing. The matter may then become a proper subject for the grievance procedure.

3. During the trial period, employees shall be paid the rate of the job they are performing.
4. Employees required to work in a higher classification shall be paid the rate of the higher classification.

C. Promotions

1. Promotions within each job classification will be made on the basis of ability and seniority. A promotion is an upward change in an open job classification within each department which results in additional rate compensation during the regular work day. Promotions are not meant to include the taking on of additional duties within the same job classification or work involving overtime or premium pay.
2. Employees will be promoted into the new position within ten (10) working days after they have been given notice that they have been accepted for the new position.
3. In the event that more than one (1) opening exists at any one time, all openings may be posted at the same time for the ten (10) working day period. Employees interested in applying shall submit their application, in writing, stipulating 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc., preferences.

D. Resignation

Employees shall notify the Superintendent, in writing, of their intent to resign as soon as possible, but preferably no later than two (2) weeks before the effective date of the resignation. Openings shall be posted in advance, when practical, and if not, within five (5) working days after an opening that is to be filled occurs.

E. Elimination of Position

The Board will notify the Chapter Chairperson within five (5) working days when a bargaining unit position becomes vacant and the Board does not plan to fill the position with another person.



## **ARTICLE 10. LAYOFF AND RECALL**

- A. Nothing in this Agreement shall prevent the Board from reducing its work force when conditions of workload, school attendance, physical condition of premises or economics of the School District dictate. The School District alone shall have the right to determine when and if any of its employees are to be the subject of any layoff and shall be the sole judge of how long such conditions shall continue. In the handling of any such reduction of work force, the following conditions shall prevail:
1. As used in this Article, the term "layoff" shall mean a reduction in working force of the School District due to any of the causes mentioned above or any other comparable cause which would dictate, in the course of sound business management, a reduction in the work force.
  2. When reduction of staff is necessary within the classification, layoffs shall be as follows:
    - a. Substitute employees.
    - b. Temporary employees.
    - c. All probationary employees.
    - d. All part-time employees.
    - e. Full-time employees, in accordance with seniority within the classification. The employees may then exercise their seniority rights and bump less senior employees **within their classification**, providing they are qualified and able to perform the work.
  3. In the event the School District anticipates the layoff of any one or more employees, the Union and each employee to be laid off for such an extended period shall receive at least ten (10) working days notice in advance of such layoff.
- B. When the working force is increased after a layoff, employees shall be recalled according to seniority within their classification. Notice of recall shall be sent to the employee, at their last known address, by registered or certified mail. Within five (5) working days after receipt of the recall notice, the employee shall notify the Board of their intention to return to work or they shall be considered to have voluntarily quit their employment. Exceptions may be granted for cause at the discretion of the Board.
- C. Employees on layoff status shall be eligible to recall equal to his/her seniority or up to a maximum of two (2) years, whichever may apply. In the event a member of the bargaining unit is recalled for at least fifteen (15) consecutive working days, the recall period shall be extended.
- D.
1. Laid-off employees will be called first when there is a need for a substitute on a seniority basis.
  2. A substitute, laid-off employee may fill in for a regular employee until the employee returns to work or until the leave status is terminated as outlined in Article 12.C. Substitute laid-off employees shall be paid at the experience level rate they had attained at the time of layoff. The Board will not hire consecutive substitute employees unless there are no laid-off employees in the work classification available.

3. Notice of substitute employment, ten (10) consecutive scheduled work days or more, shall be sent to laid-off employees, at their last known address, by registered or certified mail. Within three (3) days of receipt of notice, the laid-off employee shall notify the administration office of his/her intention to work. Laid-off employees who refuse work shall not be entitled to work until other laid-off employees with less seniority have been offered work for the same vacancy.
4. This section shall apply to laid-off employees in classification for work within the same classification.

## **ARTICLE 11. UNION SECURITY AND DUES COLLECTION**

- A.
1. All employees who on the effective date of this Agreement are members of the Union and all employees who voluntarily become members thereafter shall, as a condition of continued employment, maintain their membership in the Union to the extent of paying the monthly dues required as a condition of Union membership.
  2. Employees who hire in after the effective date of this Agreement and who do not join the Union within sixty (60) days shall, as a condition of employment, have deducted from their pay an amount determined by the Union as a service fee. Such fees shall be forwarded to the Union with a list from whom such deductions are made within fifteen (15) days of the deduction.
  3. The Union agrees to notify the employer and the affected employee of non-compliance of the above provisions. The employer agrees to discharge such delinquent employees within thirty (30) days of a request by the Union to do so.
  4. Union dues or service fees will be deducted from the pay of members only upon receipt by the Business Office of an "Authorization for Payroll Deduction" form, signed in the employee's own hand.
  5. The Union, its agents, officers and representatives, shall not intimidate or coerce employees to join the Union. If a dispute arises as to whether an employee was a member of the Union on a vital date or whether an employee was intimidated or coerced into joining the Union, the dispute may be submitted to the grievance procedure.
  6. The parties to this Agreement hereby affirm their adherence to the democratic principles of free uncoerced choice and agree that they shall not discriminate against any employee covered by this Agreement because of membership or non-membership in the Union.
- B.
1. The Union agrees to submit, in writing, to the Board the amount of monthly dues to be deducted from the pay of each member. Deduction of Union dues will be made from the first pay of each month after receipt of a signed authorization by the individual employee.
  2. Within fifteen (15) days of deduction of Union dues, the Board shall transmit the monies to the Local Treasurer. Accompanying the transmittal of monies deducted, the Board shall send a list of employees who have had monies deducted from their pay and the amount deducted.
- C.
- The Union agrees to indemnify and save the Board, each individual School Board member, and all administrators harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.
- D.
- If at any time during the duration of this Contract, the Union authorizes, causes or engages in, or sanctions any strike or work stoppage of any kind, or pickets or if there is a refusal to perform the duties of employment by employee or employees, then this Article shall become null and void for the duration of the work stoppage.

## **ARTICLE 12. LEAVES OF ABSENCE**

- A.
  - 1. The Board may grant a leave of absence, without pay, where good cause is shown for a period not to exceed thirty (30) calendar days. The leave may be extended or renewed by the Superintendent for additional periods of thirty (30) calendar days for reasons which, in the opinion of the Superintendent, are satisfactory. No leave under this Section shall exceed six (6) calendar months from the date of the initial request.
  - 2. All requests for leaves of absence must be in writing and signed by the employee. All responses to requests for leaves of absence must be answered, in writing, within five (5) working days of receipt of request.
  - 3. An employee who works for another employer during this leave who gives false reason for leave or fails to comply with A.1. above shall be disciplined up to and including discharge.
- B.
  - 1. Members of the Union elected to union positions or appointed by the Union to perform work which takes them from their employment with the Board shall, at their request, receive a temporary leave of absence up to a period not to exceed one (1) year and said unpaid leave shall be renewable for an additional year for like cause. Employees desiring leaves under this Section shall notify the Superintendent at least sixty (60) days in advance of the date on which such leave is to become effective and shall specify the facts giving rise to the request for such leave. No more than two (2) employees shall be off on leave under this Section at any one time. No seniority shall accumulate during the leave.
  - 2. Unpaid leaves of absence for Union business up to one (1) week shall be granted upon receipt of a written notice two (2) weeks prior to the date of the leave requested. No more than two (2) employees shall be off on leave under this Section at any one time.
- C. A non-probationary employee, who worked a minimum 1,250 hours in the previous year, may be granted up to twelve (12) weeks leave in accordance with the Federal Family and Medical Leave Act (FMLA). The employee may use accumulated sick leave, if any, combined with unpaid leave. Nothing shall preclude an employee from exhausting accumulated sick leave even if it exceeds twelve (12) weeks.
  - 1. If the employee is on a reduced schedule or intermittent schedule, the Employer may transfer the employee to maintain efficiency.
  - 2. The Employer may require the employee to provide medical verification of the employee's or family member's illness, pursuant to FMLA.
  - 3. The Employer shall continue all health benefits for up to twelve (12) weeks for those employees receiving such benefits of the leave or until the employee's sick leave is exhausted whichever is greater.

4. If the employee fails to voluntarily return from leave at its expiration, the Board shall have the right to recover all premium payments.
  5. This provision shall be administered consistent with the Federal Family and Medical Leave Act.
- D. The position of an employee on leave of absence will be held open under the following conditions:
1. An employee on an authorized unpaid personal leave of absence not exceeding three (3) months shall return to his/her former position.
  2. An employee on a sick leave of absence not exceeding six (6) months shall return to his/her former position.
  3. An employee on a leave of absence extending beyond the specified time limits in 1. and 2. above shall be placed on the top of the re-employment list for a vacancy for his/her respective classification for an additional period of time equal to the limits of the leaves listed in 1. and 2. above.
  4. Exceptions to the above may be granted for cause at the discretion of the Superintendent.
  5. Substitute employees hired to replace employees on leave under 1. and 2. above shall not accrue seniority for this employment nor shall they be counted as regular employees.
  6. If an employee does not return to employment from a leave listed in 1. and 2. above, then this position shall be considered vacant and shall be filled as prescribed elsewhere in this Contract.
- E.
1. The employee who received a jury duty interview and appearance notice will notify the Superintendent or designee as soon as possible prior to their appearance date. It is understood and agreed that an employee shall be required to report for work any days when they are not sitting as a juror.
  2. Employees complying with the above provision may, at their option, be compensated at their regular rate of pay for their hours lost while serving on jury duty, plus reasonable travel and clothes change time after turning in their jury duty pay.
- F. Time spent by employees in Court under a subpoena as a result of their employment shall be considered as time worked. All subpoena fees and mileage received shall be submitted to the Superintendent. This Section shall not apply to suits against the Board by or for the employee.
- G. Maintenance, Groundskeeper, and Custodial Employees:
1. All regular full-time maintenance, groundskeeper and custodial employees shall be entitled to a combined total of ten (10) sick and personal leave days each July 1 for the ensuing fiscal year.
    - a. A maximum of four (4) of the above days may be used for personal reasons.
    - b. Unused sick and personal leave days may be accumulated to a maximum of twenty (20) days.
    - c. Earned sick and personal leave may be used for funeral and emergency leaves in the

event of a sickness or death in the immediate family. Immediate family shall be defined as: spouse, mother or father, children, sister, brother, grandparents, mother and father-in-law of the employee.

2. Personal leave days with pay may be taken upon the approval of the immediate supervisor. The request must be submitted forty-eight (48) hours prior to the date of the leave, except in emergencies.
3. Unused sick and personal leave days earned in a fiscal year may be redeemed in cash at the end of the fiscal year at fifty percent (50%) of the employee's regular daily rate of pay. Each request to redeem unused sick and personal leave days must be submitted, in writing, by the last day of June of the fiscal year it was earned. Payment to be made by the following July 31.

H. Cooks, Bus Drivers and Special Education Bus Aide(s):

1. All regular full-time cooks, bus drivers and special education bus aide(s) shall be entitled to ten (10) leave days each July 1 for the ensuing fiscal year, provided that the employee works a minimum of 50% of the hours scheduled in each work month.
    - a. Employee sickness
    - b. Personal reasons. In the event an employee wants off for a personal reason (other than prior to holidays or immediately following), they must notify their immediate supervisor, in writing, at least forty-eight (48) hours prior to the date of the leave. Maximum number of days is four (4).
    - c. Emergency and funeral leave.
    - d. Vacation.
    - e. Employees hired before December 31, 1994: All unused leave days at the end of the school year may be paid in cash at the employee's daily wage rate and shall be paid in his/her last pay in June.
    - f. Employees hired after December 31, 1994: All unused leave days at the end of the school year may be paid in cash at fifty percent (50%) of the employee's daily wage rate and shall be paid in his/her last pay in June.
  2. Unused leave days up to a maximum of twenty (20) days may be carried over to the next school year.
  3. Personal leave days with pay or without pay may not be taken prior to and immediately following school holidays with the following exceptions:
    - a. Attending a funeral, emergency or illness.
    - b. By giving two (2) weeks written notice in advance of using leave prior to or immediately following a holiday, providing a qualified substitute is available.
- I. All regular full-time employees shall be granted up to three (3) consecutive working days, with pay, in case of the death of a member of the immediate family, which shall include: spouse, children, parents, grandparents, grandchildren, brother, sister and in-laws.
- J. Use of sick days for improper reasons shall result in discipline as described in Article 7.
- K. Employees working less than a full year shall have days prorated on the basis of the days worked.

L. The Board may, at its discretion, require that employees provide medical data from the employee's doctor for any illness or injury that requires an employee to be absent from work for three (3) consecutive days or after six (6) separate absences in any fiscal year.

M. Regular Part-Time Employees

1. Regular part-time employees as defined in Article 3.B. shall be entitled to two (2) personal leave days per school year at the employee's average daily wage rate.
2. Personal leave days with pay must be taken upon the approval of the immediate supervisor. The request must be submitted forty-eight (48) hours prior to the date of the leave, except in emergency.

**ARTICLE 13. VACATIONS AND HOLIDAYS**

A. Maintenance Employees - Holidays:

All regular year-round maintenance and groundskeeper employees shall be entitled to the following holidays with pay:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Day after Thanksgiving - if requested to work, will be given a compensatory day off at a date mutually agreed upon.
8. Christmas Day.
9. Christmas Eve Day
10. New Year's Eve Day

B. Custodians - Holidays:

All regular custodians shall be entitled to the following holidays with pay:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Labor Day
5. Thanksgiving Day
6. Day after Thanksgiving - if requested to work, will be given a compensatory day off at a date mutually agreed upon.
7. Christmas Day
8. Christmas Eve Day
9. New Year's Eve Day

C. Cooks - Holidays:

All regular cooks shall be entitled to the following holidays with pay:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Labor Day
5. Thanksgiving Day
6. Day after Thanksgiving - if requested to work, will be given a compensatory day off at a date mutually agreed upon.



7. Christmas Day
8. Christmas Eve Day
9. New Year's Eve Day

D. Bus Drivers and Special Education Bus Aides - Holidays:

All bus drivers and special education bus aides shall be paid for actual days worked, except as otherwise provided in this Agreement. Bus drivers and special education bus aides shall be entitled to paid holidays as follows:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Labor Day (2002)
5. Thanksgiving Day
6. Day after Thanksgiving - if requested to work, will be given a compensatory day off at a date mutually agreed upon. (2002)
7. Christmas Eve Day
8. Christmas Day (2001)
9. New Year's Eve Day

E. In order to be eligible for holiday pay, all employees must be paid for the last full work day scheduled prior to the holiday and the first full work day scheduled after the holiday.

F. Maintenance, Groundskeeper and Custodial Employees - Vacations:

1. Maintenance and Groundskeeper:
  - a. Regular maintenance and groundskeeper employees with less than one (1) years employment shall receive one (1) day paid vacation per month worked to a maximum of ten (10) days per year.
  - b. Regular maintenance and groundskeeper employees with one (1) full year to five (5) full years employment shall be entitled to ten (10) days paid vacation. After five (5) full years of employment, the following vacation schedule shall apply:
    - 1) After six (6) full years of employment - eleven (11) paid days.
    - 2) After seven (7) full years of employment - twelve (12) paid days.
    - 3) After eight (8) full years of employment - thirteen (13) paid days.
    - 4) After nine (9) full years of employment - fourteen (14) paid days.
    - 5) After ten (10) full years of employment - fifteen (15) paid days.
  - c. Regular maintenance and groundskeeper employees employed after May 12, 1986, shall be entitled to paid vacations on the following schedule:
    - 1) Less than one (1) full year of employment - ½ day paid vacation for each month employed, up to a maximum of five (5) days.
    - 2) One (1) full year to five (5) full years of employment - one (1) week paid vacation.
    - 3) Six (6) full years to ten (10) full years of employment - two (2) weeks paid vacation.
    - 4) Eleven (11) full years to fifteen (15) full years of employment - three (3) weeks paid vacation.

2. Custodians:
  - a. Custodians with less than one (1) year's employment shall receive one (1) day paid vacation per months worked, to a maximum of ten (10) days per year.
  - b. Custodians shall be entitled to ten (10) working days paid vacation after one (1) full year of employment.
  - c. Regular full-time custodians shall be entitled to twelve (12) working days paid vacation after completion of ten (10) full years of employment.
- G. Vacations shall be scheduled by mutual agreement. The Board prefers that vacations be taken at a time when school is not in session.
- H.
  1. Earned vacations shall be computed from July 1 to June 30. Vacation days earned in one (1) year must be taken prior to September of the next school year. Special exceptions may be made upon receipt of written application to the Superintendent.
  2. An employee must work a minimum of 50% of the hours scheduled in a work month (any month in which work is scheduled) to receive vacation credit for the month.
- I. Vacation schedules and dates will be announced by April 1 of each year.
- J. Vacation pay due custodians shall be added to their final pay in June.

#### **ARTICLE 14. HOURS OF WORK**

- A. The hours of work for each employee shall be assigned on a regular shift basis as determined by the Board. Employees shall be notified one (1) week in advance of any variance, unless mutually agreed upon by both parties.
- B. A one-half (½) hour lunch period shall be established by the immediate supervisor in accordance with the organizational pattern best suited to the particular building and/or department and as close to the middle of the shift as practical. Such lunch hour will not be considered part of the regularly assigned work day.
- C. Employees working an eight (8) hour shift shall be provided two (2) fifteen (15) minute relief periods or one (1) thirty (30) minute relief period in each eight (8) hour shift; employees working a seven (7) hour shift shall be provided two (2) ten minute relief periods in each shift; employees working a shift of six (6) hours or less shall be provided one (1) fifteen (15) minute relief period. Relief times will be assigned not to interfere with the efficiency of the work unit as determined by the immediate supervisor. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken. Failure to take a relief period shall not result in lengthening of the lunch period or a shortening of the regular working day as scheduled unless specifically authorized by the immediate supervisor to cover unusual situations.
- D. The statements in this Article shall not be construed as a guarantee of hours per day or week.
- E. Time and one-half shall be paid for all time worked over eight (8) hours per day or forty (40) hours per week, when approved by the immediate supervisor. For the purpose of this Agreement, time paid shall be considered as time worked.
- F. Overtime pay shall not be pyramided.

The regular work week shall be Monday through Friday, inclusive. Premium pay for Saturdays, Sundays and holidays will be paid as follows:

Saturdays - Time and one-half

Sundays - Double time

Holidays - Double time in addition to regular holiday pay as defined in Article 13.

- G. 1. Overtime work shall be distributed equally, insofar as practical, among those employees qualified to do the work available on such occasion. The opportunity to work shall be afforded to the employee who has the least number of overtime hours. Employees who refuse overtime shall be charged the number of hours as though they had accepted the assignment. A record of overtime hours shall be maintained and made available to the Union on request.
  - a. Emergency overtime, when necessary to provide essential services, shall be mandatory. Otherwise, overtime shall be on a voluntary basis.
  - b. When employees are called into work on weekends when a building is in use, they shall be called in to do the work assigned on the following basis:
    - 1) If the major portion of the work which is to be performed on that day is, as

determined by the Board, work which should be performed by custodial employees, a custodian shall be called in on that day.

- 2) If the major portion of the work which is to be performed on that day, as determined by the Board, is work which should be performed by maintenance employees, a maintenance employee shall be called in on that day.
  - 3) Decisions made under this Article shall not be subject to the grievance procedure, but shall be the proper subject for a special conference in accordance with Article 6.
2. Extra hours of work, less than overtime, shall be distributed equally, insofar as practical within each building, among those employees in each job classification.
  3. Custodial employees shall be called back to work each fall at least four (4) weeks prior to the start of the school year, and shall work a minimum of four (4) weeks after the last student attendance day.
  4. If and when it becomes necessary to call an employee (except bus drivers) back to work after they have ended their regular shift, they shall be called back for a minimum of two (2) hours pay at one and one-half (1 ½) times their regular hourly rate of pay. All call-back times must be authorized by an administrator.
- H. If an employee is knowingly going to be late, they shall notify their supervisor within one-half (½) hour of their starting time. Exceptions to this may be made in case of an emergency.
- I. Cooks will be notified of after-school functions which involve the use of the kitchen and whether a cook in that building should be present.
1. The cook shall be paid time and one-half (1 ½) their hourly rate for this work, with a two (2) hour minimum.
  2. Cooks shall be called on a seniority by building basis.
- J. The following method shall be utilized when filling vacancies by the absence of the employee normally assigned to do the work:
1. In the event of a vacancy of five (5) working days or less, the position shall be filled on a seniority basis from Cooks within the affected building.
  2. In the event of a vacancy or anticipated vacancy of greater than five (5) working days a Cook may request to substitute from one building to another, provided the move results in an increase of hours or wages. Such request shall be filled on a seniority basis.
- K. Cafeteria employees will be paid for attending workshops and conferences provided that written approval has been received, prior to attending, from the Superintendent's office. Payment for attending will be at the cafeteria employee's regular hourly rate.
- L. Bus Drivers:
- The regular hours of bus drivers shall be determined by the bus runs for which they are assigned.
1. When a regular full-time bus driver is absent, all and any runs are to be covered by the part-time

driver. In the event that there is not a part-time driver, the runs shall be covered by a substitute driver.

- M. Before June 1 of each school year, the Board will furnish each bus driver or special education bus aide with a form on which the driver or special education bus aide will indicate if they are returning for the next year. This form must be returned within seven (7) days of receipt by the driver or special education bus aide. Failure to return the notice will be deemed a resignation.
- N. 1. Bus runs shall be posted at the start of the year. Consideration for run assignments will be based on seniority where feasible. In the event the senior driver is denied a given run, reasons for denial will be furnished the affected driver upon request. Transfers for justifiable and legitimate reasons may be made by the Board.
2. Bus runs shall be rebid within five (5) working days after the Michigan Department of Education Transportation head count date. Change in bus runs at that time shall continue to the end of the school year, unless there is a posted vacancy or as deemed necessary by the administration.
- O. Bus drivers shall have physical examinations as required by law. The physical examination shall be done by a physician licensed in the State of Michigan. The Board shall provide for the cost of the physical examination required by law at a physician of its choice. If a bus driver elects to go to their own physician, then the Board will reimburse the driver for the exam, up to the cost charged by the Board's physician.
- P. 1. Extra-curricular runs (field trips, etc.) will be posted for bus drivers, except for those activities which are not funded by the School District or school organization, five (5) days prior to the need date. Drivers who desire a posted run shall notify the Transportation Supervisor at least seventy-two (72) hours in advance of the run. The Transportation Supervisor shall notify the driver twenty-four (24) hours in advance of the run and of any special preparations necessary to make the run.
- a. In the event no bargaining unit bus driver signs up for an extra-curricular run then the Board shall have the option of:
- 1) Assigning the said run, on a rotating basis, starting from the bottom of the seniority list. A driver so assigned must drive the said run unless excused by the Board, or
- 2) Authorizing any fully licensed person to drive the run on a voluntary basis.
- b. If an unscheduled run should occur where there is not the needed time to post the run, a driver will be called to take the run, starting at the top seniority and going down. Only drivers who have previously notified the Business Office, in writing, that they are interested in unscheduled runs are to be called.
- c. In the event that an extra-curricular run occurs outside of the normal work week, it shall be the driver's responsibility to prepare for the trip in advance (i.e., keys, safety equipment, gas, etc.).
- d. Drivers shall be responsible for submitting field trip reports to the Business Office after completion of extra-curricular runs.
2. Drivers shall be charged with field trips on the following basis:
- a. If all drivers have been charged with an equal amount of runs, the senior bidder shall be awarded the run. Drivers with more seniority than the driver awarded the run will also be

charged with the run.

- b. If all drivers have not been charged with an equal number of runs, the senior bidder with the least number of charged runs will be awarded the trip. Those drivers with more seniority and the same number of charged runs will be charged with that run, as will all drivers with less seniority and a fewer number of charged runs.
  - c. Drivers who bid for and are awarded field trips but withdraw prior to the trip shall be charged with the run. If more than one (1) driver has bid for the run and withdrawal occurs, the trip is then offered to the next bidder; if the next bidder takes the trip, they will not be charged with the trip and will be considered the same as taking an emergency trip.
  - d. Drivers who elect to be on our emergency list shall not be charged for runs that are a result of another withdrawing. Nor shall they be charged with trips that are of the last minute variety of an emergency nature. Substitute drivers may elect to be on our emergency list, but shall not be considered unless no other regular driver on the emergency list is available.
  - e. The drivers on our emergency list will be rotated as much as feasible with the driver or drivers with the least number of emergency runs being called first.
3. Drivers may not bid for extra runs that would interfere with regular bus run assignment. Exceptions may be made by mutual agreement without precedent or prejudice.
4. Bus drivers that are hired after the start of the school year, for the purpose of determining who shall be assigned extra runs only, shall on the date of hire be credited with the extra runs that are equal to an average of all of the runs taken by the drivers since the start of the school year.
- Q. The Special Education bus runs that require summer work are to be posted at the start of each school year along with all other bus runs. The driver that elects the Special Education runs will automatically have the run in the summer time if they want it. If the driver does not want the run in the summer, it will be posted for all bargaining unit drivers to bid on. This agreement was also to be the same for the bus aide on the Special Education run if an aide is required.

## **ARTICLE 15. COMPENSATION**

For the 2005-2006 school year, the increase in wages for the employees covered in this Agreement, is tied to the State Aid Foundation with a minimum of one percent (1%) increase and a maximum of two and one half percent (2.5%).

For the 2006-2007 and 2007-2008 contract years, the increase in wages for the employees covered in this Agreement is tied to the State Aid Foundation Grant and offset by the increases in Board paid retirement, with a minimum of three-fourths of one percent (0.75%) increase and a maximum of two and one-half percent (2.5%) for each year of the contract. The percent of increase will be determined as follows; percent of increase in State Aid Foundation Grant minus the percent of increase in Board paid retirement equals wage increase. If this calculation is less than 0.75%, the wage increase will be 0.75%. If this calculation is above 2.5%, the wage increase will be 2.5%.

Example 1:       State Aid Foundation Grant increased by 3%  
                    Board paid retirement increased by 0.5%  
                    Wage increase = 3% - 0.5%  
                    Wage increase = 2.5%

Example 2:       State Aid Foundation Grant increased by 2%  
                    Board paid retirement increased by 1.5%  
                    Wage increase = 2% - 1.5%  
                    Wage increase = 0.5%  
                    Since the wage increase is below 0.75%, the increase shall be 0.75%

The basis for the calculations of the current year wage table shall be based upon the previous year's "Appendix" wage table.

### **A. Maintenance**

Any employee moving from M-1 classification to M-2 classification shall be placed at the starting rate for M-2.

Any M-1 maintenance employee desiring to be considered for promotion to M-2 classification shall follow these procedures:

1.       Submit a written application to the Superintendent requesting to take the promotion exam.
2.       Within thirty (30) calendar days of receipt of the request, the Superintendent shall give to the employee an outline of the subject matter to be included in the promotion exam.
3.       Within thirty (30) calendar days of receipt of the outline of the promotion exam, the employee shall take the written and practical exam at a time mutually agreed upon by the employee and the Superintendent.
4.       The exam shall be given at a time other than during normal working hours.
5.       Results of the exam shall be made known to the employee, in writing, within seven (7) calendar days of completion of the exam.

6. Promotion to M-2, upon successful completion of the exam, shall take place the Monday following notification of successful completion.

B. Bus Drivers

Bus drivers shall be paid a maximum of eight (8) hours per year for attendance at Bus Driving School and In-Service training at \$6.36/hour. Proof of attendance shall be mandatory in order to receive payment.

Bus drivers shall be reimbursed up to \$60.00 for the cost of their CDL license. Bus drivers shall also be reimbursed for the cost of their S endorsement.

Bus Drivers - Extra Curricular Runs

1. Extra-curricular runs that are driven during the regular school day shall be paid at the following rate per hour with a two (2) hour minimum payment, with no allowance for preparation and clean up of bus: \$8.65
2. Extra-curricular runs that are driven outside of the normal school day:
  - a. Paid at the following rate per hour with a two (2) hour minimum payment: \$8.65
  - b. A total time of one-half (½) hour additional shall be allowed for the preparation and clean up of the bus.
3. In computing time to be paid for, hours shall be rounded to the closest one-quarter (¼) hour.
4. Overnight trips shall be paid at the following rate: \$84.93
5. The following meal allowance shall be paid with a maximum of two (2) meals per day - provided documentation is presented and the trip is a minimum of four (4) hours in duration and encompasses a normal meal time. To qualify for two (2) meals, the trip must be a minimum of eight (8) hours: \$7.65

C. Severance Pay

All regular full-time employees who have been employed by the Bentley Community Schools for ten (10) consecutive years or more, shall be paid, upon retirement, \$50.00 per year for each year over ten (10) employed. Effective July 1, 1988, they shall be paid \$100.00/year for those years accumulated after July 1, 1988. The first ten (10) years of employment shall be deducted from the total number of years for computing payment upon retirement (i.e., 20 years of service - 20 less 10 x \$50.00/year = \$500.00 severance pay upon retirement).



## **ARTICLE 16. INSURANCE BENEFITS**

- A. 1. a. The Board agrees to provide regular full-time employees Health Plus of Michigan, IL. Eligible employees may select Health Plus of Michigan Plan IU. Employees selecting the IU Plan are responsible for arranging payroll deductions to pay the difference between the IL Plan rate and the IU Plan rate.
    - 1) If a husband and wife are both members of the bargaining unit, either, but not both, may elect medical insurance and one may select the annuity or cash provided in (2) below.
    - 2) Employees may voluntarily elect not to take the health insurance outlined in 1.a above. Employees not electing this health insurance shall be eligible to receive \$145.00 per month which may be used toward an annuity, provided that a minimum of 50% of the members of the bargaining unit elect the option. If in the event that the number of bargaining unit members electing the option falls below 50%, the contribution shall be \$125.00 per month.
    - 3) Employees who have hospital/medical coverage through another paid source shall be given the option of retaining such alternative coverage or being covered under the existing Bentley School hospital/medical insurance program on the first day of the month immediately following the employee's completion of 90 calendar days of employment. In no event, however, will an employee be allowed to maintain dual hospital/medical coverage through Bentley Schools and through an alternate source.
  - 2. Dental Insurance: Fortis
  - 3. Term Life Insurance protection in the amount of \$15,000.00 shall be provided.
    - a. The amount of term life insurance shall be offset by the life insurance coverage included in health insurance provided in 1.a above.
    - b. Employees who have Board approved term life insurance have a 31-day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within 31 days of their last day of employment.
  - 4. Vision Insurance. Provided by VSP.
  - 5. The Board agrees to provide all full-time bus drivers, full-time custodians, full-time head cooks, full-time cooks, full-time maintenance and full-time special education bus aide employees long term disability insurance by Fortis with benefits to be coordinated after utilization of the sick and personal leave provided in Article 12, Sections G and H.
- B. 1. The Board agrees to maintain the insurance benefit listed above for an employee on sick leave for a period of three (3) months, except life insurance which shall be continued for six (6) months if a

non-paid leave. Employees on any kind of leave other than sick leave, insurance premium payments by the Board will terminate with the end of the month the leave begins.

2. The Board agrees to maintain the insurance benefits listed above for an employee that does not normally work during the summer recess.
  3. The insurance benefits listed above shall include employee, spouse of employee and eligible children of the employee, as defined by the carrier of the insurance.
  4. In the event an employee's insurance benefits are terminated, they may continue, if desired, to go on a direct pay basis to the insurance carrier, at no cost to the Board, under the terms and conditions set forth by the carrier.
- C. Full-time employees who are returning from lay off or unpaid leave of absence, shall be eligible for Board paid insurance benefits upon submission of written applications. Coverage to be effective on the first day of the month following the month work commenced.
- D. Changes in family status shall be reported by the employee to the Superintendent's office within thirty (30) days of such change. The employee shall be responsible for any overpayment or underpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

## **ARTICLE 17. MISCELLANEOUS**

- A. Any amendment or agreement supplement to this Agreement shall not be binding on either party unless executed, in writing, and signed by both parties hereto.
- B. Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, or other established or to be established governmental administrative board, such invalidation shall not affect the remaining portions of this Agreement. Upon issuance of such a decision, the parties agree to negotiate a substitute for the invalidated Article, Sections or portions thereof.
- C. Conditions not specifically covered by the terms of this Agreement shall be maintained at their present level or higher for the duration of this Agreement.
- D.
  - 1. When schools are closed due to natural causes or acts of God, maintenance employees are expected to report for duty. If maintenance employees report for duty, they shall be granted a compensatory day off at a date and time mutually agreed upon. If they do not report for work the day shall be deducted from their regular pay.
  - 2. When the Bentley School(s) are closed due to natural causes, acts of God, etc., bus drivers, head cooks, cooks, custodians and special education bus aides will be paid for these days and may be called in to work; if custodians come in to work these days, they will be granted a compensatory day at the end of the school year, except as listed in D(5) below.
  - 3. Employees on a leave of absence or vacation as outlined in Articles 2 and 13, shall not be eligible for payment under 1 and 2 above.
  - 4. School closing information will be carried on Flint radio stations.
  - 5. In the event a building(s) in the Bentley Schools are closed due to natural causes, acts of God, etc., and the Bentley Schools are open, head cooks, cooks, and custodians may be called in to work at a building other than the one they are normally assigned. If they are called in and do not report for work, they will not be paid for the day. If they are not called in to work in another building, they will be paid for the day.
  - 6. Nothing in this Agreement shall limit in any way the right of supervisors and/or work leaders to perform emergency bargaining unit work providing it does not deprive bargaining unit employees of an opportunity to work.
- E. Resignations automatically forfeit all accrued rights and, in the event less than fourteen (14) days notice, all benefits. In the event of re-employment, such employees shall be considered as a new employee.
- F. New work rules, or proposed changes in existing work rules, shall be posted on bulletin boards at least five (5) days prior to their effective date. Any unresolved complaint as to the reasonableness of any new or existing rules, shall be resolved through the grievance procedure at either the time the rule is established or applied. The Union may request a conference on a change in an existing work rule or a new work rule, said conference to be held within a fourteen (14) day period.

- G. Time lost by any unauthorized absences from duty will result in proportionate salary reduction.
- H. No employee shall be required to maintain or establish residency as a condition of employment nor shall any discrimination be exercised due to location of residency.
- I. There will be a job training program mutually developed by the Board and Union for maintenance personnel by July 1, 1974.
- J.
  - 1. The Board and the Union agree that available summer work will be offered to school year employees. The employees interested shall submit, in writing, to the Superintendent his/her desire for temporary summer employment prior to April 30 of each year. Seniority shall prevail in the selection of applicants provided the employee is qualified to do the work. If no member of the bargaining unit who is eligible for the summer employment applies, then the Board may employ from any source.
  - 2. It is understood these summer positions are separate from the regularly scheduled school year employment. Bargaining unit employees that accept these summer positions shall not accrue any seniority for this summer employment.
  - 3. It is understood that employment for these summer positions is temporary and does not guarantee any such similar employment in subsequent years.
  - 4. Nothing in this Section shall prevent the Board from employing students in summer programs funded by outside funds nor shall such action abrogate the Board's right under Article 17F and Article 17.1.1. The number of students in this Section shall be no greater than the number of bargaining unit employees working during this period.
  - 5. If at any time a member of the bargaining unit that has accepted this summer employment qualified for or received unemployment compensation benefits as a result of this summer employment, this Section shall automatically become null and void.
  - 6. The wage rate to be paid for this summer employment shall be that wage rate as shown in this Contract for the starting wage of a custodial employee.
- K. The Board shall provide five (5) changes of uniforms per week for Maintenance employees, including the bus mechanic. Maintenance personnel shall wear the uniforms during all work hours. The Board shall provide seven (7) shirts to all cooks and custodians upon ratification of contract and five (5) shirts per school year thereafter beginning with the 02-03 school year. Cooks and custodians shall wear the shirts during all work hours.

## **ARTICLE 18. WAIVER CLAUSE**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had 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 understanding 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 Union for the life of this Agreement, each voluntarily and unqualifiedly waive 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 by this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **ARTICLE 19. DURATION OF AGREEMENT**

- A. This Agreement shall be effective upon the date of its execution by the parties, being the date and year first above written and shall continue until the last day of June 2008, and from year to year thereafter unless either party shall notify the other, in writing, at least ninety (90) days prior to its initial expiration date, or any anniversary thereafter, that such party desires to terminate this Agreement. In the event that such notice is given, negotiations shall begin not less than sixty (60) days prior to the expiration or anniversary date.
- B. In the event that neither party desires to modify but not to terminate this Agreement, it shall serve notice thereof on the other party, in writing, at least ninety (90) days prior to said expiration or anniversary date, and negotiations shall begin not later than sixty (60) days prior to the expiration or anniversary date. In such case, this Agreement, in the absence of a termination notice by the other party under this Section, shall remain in full force and effect after its expiration date during the period of negotiation and until notice of termination of this Agreement is provided to the other party in the manner set forth below.
- C. At any time during negotiations occurring after the expiration date under either of the preceding subsections, either party may terminate this Agreement by giving the other party written notice thereof not less than thirty (30) days prior to the desired termination date, which notice shall not be given before the expiration or anniversary date set forth above. This Agreement may be extended by mutual agreement on a day to day basis after termination.
- D. This Agreement shall be binding upon the Employer's successors, assignees, purchaser, lessees or transferees, whether such succession, assignment or transfer be effected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.
- E. This Agreement may be extended by mutual agreement on a day to day basis after termination.

## **Letter of Understanding**

### Job Descriptions

- A. The Employer will give the Union advance notice of upgrading in any job qualifications as they occur from time to time.
- B. Prior to implementing any proposed revisions in the content of existing job descriptions, the Employer will provide the Union with a copy of the proposed revisions. The Union may schedule a special conference within five (5) working days of receipt of revisions.

**APPENDIX A**  
**2005-2006**

	<u>Year 1</u>		<u>Year 2</u>		<u>Year 3</u>		<u>Year 4</u>		<u>Year 5</u>	
	2005-06	2006-07	2005-06	2006-07	2005-06	2006-07	2005-06	2006-07	2005-06	2006-07
Maintenance / Bus Mechanic	\$13.75	\$13.96	\$14.40	\$14.62	\$15.03	\$15.26	\$15.67	\$15.91	\$16.34	\$16.59
Groundskeeper	\$9.14	\$9.28	\$9.81	\$9.96	\$10.48	\$10.64	\$11.04	\$11.21	\$11.32	\$11.49
Custodians	\$9.14	\$9.28	\$9.81	\$9.96	\$10.48	\$10.64	\$11.04	\$11.21	\$11.32	\$11.49
Head Cooks	\$9.84	\$9.99	\$10.34	\$10.50	\$10.88	\$11.05	\$11.37	\$11.54	\$11.88	\$12.06
Cooks	\$9.17	\$9.31	\$9.57	\$9.72	\$9.99	\$10.14	\$10.40	\$10.56	\$10.84	\$11.00
Data Entry	\$8.71	\$8.84								
Café. Help	\$8.71	\$8.84								

**ARTICLE 15**

- B. Bus Driving School                   **\$ 6.82**
- 1. Extra Curricular Runs       **\$ 9.27**
- 2.a. Extra Curricular Runs   **\$ 9.27**
- 3. Overnight Trips               **\$ 91.00**
- 4. Meals                           **\$ 8.20**

**BUS DRIVERS**

Flat rate of **\$10.72** for all regular runs.

Rate to Skill Center Run - **\$19.29**.

**\$1.07** for pre-trip and post-trip inspection.

Loss of pay for one run if not completed or is completed inaccurately.

Team Leader stipend of two dollars (**\$2.00**) per hour.



## **APPENDIX B**

Team Leaders may/may not be assigned depending upon the needs of the District and the financial status of the budget. When Team Leader positions become vacant, Administration will post the position and candidates will interview for the position. The Administration will choose the best qualified candidate to fill the position. The Administration reserves the right to eliminate the position of Team Leader at any time.

It is also agreed that past practices that are contrary to this contract, or are not addressed in the language of this contract, will no longer be considered past practices.

**SIGNATURE PAGE**

**AGREEMENT**

**between**

**AFSCME LOCAL 1918-Q**

**and**

**BENTLEY COMMUNITY SCHOOLS**

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
Chapter Chairperson

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
AFSCME Representative

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

This contract was ratified by the Board of Education on December 13, 2005; with wages retroactive to July 1, 2005.



BENTLEY COMMUNITY SCHOOLS  
ADMINISTRATION OFFICE  
1170 N. BELSAY RD.  
BURTON, MI 48509-1909  
(810) 591-9100 FAX: (810) 591-9102

## MEMORANDUM

**To:** William McLemore, Athletic Director / Assistant Support Staff Supervisor  
**Cc:** Kathy Spillane, Team Leader / Food Service  
Rachel Hairston, Payroll  
Al Weltin, President / AFSCME Local 1918-Q  
Tom Greyerbiehl, AFSCME Representative  
**From:** John E. Schantz, II  
Superintendent  
**Subject:** Correct to Contract Omission  
**Date:** October 13, 2006

It has been brought to my attention that there is an error in the Local 1918-Q contract. It appears that for several years there has been a "stipend" or "incentive" clause in this contract for Food Service Head Cooks and Cooks. It has been discovered that this clause was removed from the contract in error and was never noticed until recently. This clause stated:

*\*Food service employees shall receive \$0.25 per hour additional compensation for those months where 19 or more meals per day on an average, are served.*

This clause was added as an incentive to improve food service efficiency and quality. Mrs. Spillane kept track of labor hours to determine who would receive the stipend, paid on a monthly basis. This was done in an effort to bring the kitchens out of the red. (Example: all kitchen expenses were added together, including wages, then divided by the number of meals served in a day. In order to cover the costs, it was determined that they needed to serve at least 19 meals per day to break even.)

This memo is written for the purpose of granting authority for our payroll department to continue this practice. This memo shall be attached to any current copies we have in our possession, as well as copies being given to the President of this Local, the Food Service Team Leader for dissemination to these union members, as well as sending a copy to the union Representative.

If you have any further questions regarding this issue, please feel free to contact me.

/mw





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