

AGREEMENT

between the

BIRMINGHAM BOARD OF EDUCATION

and

**COUNCIL NO. 25, LOCAL UNION NO. 1860
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, AFL-CIO**

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AFSCME AFL-CIO
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2004-2008

Birmingham, Michigan

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AGREEMENT

This Agreement entered into on the 19th day of October, 2004, by and between the School District of the City of Birmingham of Oakland County, Michigan, (hereinafter referred to as the "EMPLOYER") and Council No. 25, and its affiliate Birmingham School Employees' Local Union No. 1860 (hereinafter referred to as the "UNION"), American Federation of State, County, and Municipal Employees, AFL-CIO, which was originally to continue in full force and effect until 11:59 p.m., December 31, 2006, has been extended by mutual agreement of the parties on the 29th day of August, 2005, and shall continue in full force and effect until 11:59 p.m., December 31, 2007

ARTICLE I

PURPOSE AND INTENT

- A. The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.
- B. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a quality service to the community.
- C. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative conduct between the respective representatives at all levels and among all employees.

ARTICLE II

AID TO OTHER UNIONS

The Employer will not aid, promote, or finance any labor group or organization, purporting to represent any or all of the employees in the bargaining unit, which purports to engage in collective bargaining, or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE III

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its maintenance, custodial, transportation, audiovisual technician, computer repair technician, mail clerk, and security guard employees, but excluding all facilities, maintenance, fleet maintenance and transportation supervisors, noon aides, office clerical employees, supervisors, executives, and professional employees.

ARTICLE IV

UNION DUES

- A. If an employee has on file or files with the Employer a written and signed union membership monthly dues payroll deduction authorization form, as set forth in Section H below, the Employer will deduct from his/her paycheck the current monthly union membership dues until such time as the employee informs the Employer in writing and in compliance with Section E below to discontinue such deductions.
- B. If an employee has on file or files with the Employer a written and signed union membership monthly PEOPLE CHECKOFF payroll deduction authorization form, as set forth in Section I below, the Employer will deduct from his/her paycheck the current monthly union membership PEOPLE CHECKOFF amount authorized by the employee until such time as the employee informs the Employer in writing and in compliance with Section E below to discontinue such deductions.
- C. Normally an employee's authorized union membership monthly dues payroll deduction will be made from his/her paycheck for the first payroll period of each calendar month the employee's written and signed union monthly membership dues payroll deduction authorization form is in effect.

ARTICLE IV-Union Dues (continued)

D. The Employer will deduct from the pay of an employee in any month only the uniformly charged initiation fee and union dues obligation for that month. Also, an employee's unsatisfied union dues deduction obligation for a previous month may be deducted if the Employer is requested to do so in writing sufficiently in advance by the Treasurer of the Union.

E. 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.



If the Union requests the Employer to change the present membership dues deduction of an employee, except as provided in Section E, such request shall be effective only if the Union gives the Board thirty (30) days prior and written notice of the change.

F. An employee may revoke his/her authorized union membership monthly dues payroll deduction authorization form signed in conjunction with this section from May 1 through the immediately following June 30 during any calendar year this Agreement is in effect.

G. The Union agrees the Employer shall not be liable for the remittance or payment of any sums other than those constituting actual union dues deductions and/or P.E.O.P.L.E. CHECKOFF deductions made from wages earned by the employees as authorized by them in writing. Further, the Union shall protect, indemnify, and save the Employer harmless against any and all claims, demands, costs, lawsuits, and any other forms of legal action or liability that may arise out of, or by reason of, action taken or not taken by the Employer resulting from the implementation of any provisions in this Article.

H. The Union agrees that any and all Union and/or employee questions, problems, and/or disputes that may arise or exist related to the operation and/or implementation of Article IV shall not be the subject of a grievance by the Union and/or any employee and shall only be reviewed by the parties informally or in accordance with Article VI, Section E.

I. Authorization for Payroll Deduction. (P.E.O.P.L.E. CHECKOFF)

		Authorization for Voluntary Payroll Deduction — National PEOPLE Committee AFSCME Council _____ Local _____			
Last Name <small>Please print legibly.</small> _____ First _____ M.I. _____ Street Address _____ Apt. No. _____ City _____ State _____ ZIP Code _____		I hereby authorize my employer and associated agencies to deduct each pay period the amount certified below, left, as a voluntary contribution to be paid to the treasurer of the PEOPLE qualified committee, AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035, to be used in accordance with the bylaws of the PEOPLE qualified committee for the purpose of making political contributions. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal, and that I may revoke this authorization at any time by giving written notice.			
Deduction Per Pay Period <input type="checkbox"/> \$4.00 MVP <input type="checkbox"/> \$2.00 VIP <input type="checkbox"/> Other \$ _____ For MVP and VIP membership, circle jacket size. S M L XL 2XL 3XL 4XL For Office Use Only <input type="checkbox"/> JACKET RECEIVED		Social Security Number _____ Occupation _____ Employer _____ Home Phone _____ Business Phone _____ E-mail Address _____			
		Signature _____ Date _____		In accordance with federal law, the PEOPLE committee will accept contributions only from members of AFSCME and their families. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.	

Article IV - Union Dues (continued)

I. Authorization for Payroll Deduction.

American Federation of State, County, and Municipal Employees, AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION

By

Please Print Last Name First Name Middle Name

To

Name of Employer Department

Effective _____ I hereby request and authorize you to deduct from my earnings each _____ an
Payroll Period
amount sufficient to provide for the regular payment of the current rate of monthly union dues established
by AFSCME Local Union No. ____, Council No. ____. The amount shall be certified by Local Union No. ____,
Council No. ____ and any change in such amount shall be so certified. The amount deducted shall be paid
to the Treasurer of Local Union No. ____, Council No. ____, AFSCME. This authorization shall remain in effect
unless terminated by me from May 1st through the immediately following June 30 during any calendar year
this Agreement is in effect.

Employee's Signature

Street Address

City and State

AUTHORIZATION FOR PAYROLL DEDUCTION SERVICE FEE

By

Please Print Last Name First Name Middle Name

To

Name of Employer Department

Effective _____
Date

I hereby request and authorize you to deduct from my earnings a service fee once each month to be paid
over to the Treasurer of the Union. The amount deducted shall be based upon the regular monthly dues of
the Union, as per Article IV of this Agreement.

Employee's Signature

Street Address

City and State

ARTICLE V

UNION SECURITY

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required as a condition of continued employment to continue to be members of good standing in the Union for the duration of this Agreement.
- B. All present employees who are not members of the Union shall, within sixty (60) days of the execution date of this Agreement, and all future employees who do not join the Union shall, at the expiration of their probationary period, as a condition of continued employment, become members of the Union or pay a service fee to the Union for the term of this Agreement either directly or through the Check-Off provisions, as set forth in Article IV, on the following basis:

The service fee shall be the equivalent amount of the regular monthly dues of the Union, as provided by the Union's Constitution and Bylaws.
- C. Employees transferred or reinstated into the bargaining unit after the effective date of this Agreement, and covered by this Agreement, shall be required, as a condition of continued employment, to become members of good standing of the Union or pay the service fee for the duration of this Agreement on or before the thirtieth (30th) day following their transfer or reinstatement into the bargaining unit.
- D. An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership, shall be deemed to meet the conditions of this Article. An employee who pays his/her service fee shall also be deemed to meet the conditions of this Article.
- E. It is further agreed between the parties that in no way shall the Employer be liable for uncollected service fee or union dues from employees not authorizing a payroll deduction for said service fee or union dues.
- F. The Union shall indemnify and save the Employer harmless against any claims, demands, suits, and other forms of liability that may arise by reason of the Employer's complying with the provisions of Article V.

ARTICLE VI

STEWARDS AND UNION REPRESENTATION

- A. Stewards shall represent the employees in the following manner:
 - 1. Custodians-Maintenance. There shall be one (1) chief steward in this group to coordinate the functions of the stewards. There shall be one (1) steward for each high school and middle school, one (1) steward for each four (4) elementary schools, and one (1) steward for the bus mechanics, maintenance department, and central stores.
 - 2. Transportation. There shall be one (1) chief steward in this group who shall also function as the steward.
- B. An alternate steward shall only function and/or be recognized when his/her steward is absent from work.
- C. The names of all stewards and alternate stewards shall be furnished in writing to the Employer promptly, and such notification shall be within the five (5) school days immediately following their appointment or election. No steward or alternate steward shall be recognized by the Employer or act on behalf of the Union until the Employer has been so notified.

ARTICLE VI - Stewards And Union Representation (continued)

- D. The president, vice president, stewards or alternate stewards, during their working hours and without loss of compensation, may investigate and present grievances to the Employer. Before entering upon such Union business, stewards and alternate stewards shall advise their immediate supervisor. Approval for the steward or alternate steward to leave his/her job assignment for a reasonable period of time to complete his/her Union business will not be unreasonably withheld with the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Any alleged abuse by either party will be a proper subject for a Special Conference.
- E. Special conferences for important matters will be arranged between the local president and the Employer's designated representative upon the request of either party. Unless otherwise agreed, such meetings, at mutually agreed to times and places, shall be attended by up to three (3) representatives of the Employer and the Union. Unless otherwise agreed, arrangements for such Special Conferences shall be made at least twenty-four (24) hours in advance. An agenda of the matters to be taken up at the meeting together with the names of the conferees representing the requesting party shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. Such conferences shall be held during regular work hours. Members of the Union shall not lose time or pay for time spent in such Special Conferences, and no additional compensation will be paid to such employees for time spent in such conferences beyond regular work hours. A representative of Council No. 25 and/or a representative of the International Union may attend the Special Conference at the request of either party. When mutually agreed on in writing and more than three (3) employees shall be affected, the employees affected may choose three (3) additional representatives to attend the Special Conference.

ARTICLE VII

DISCIPLINE

- A. The Employer shall have the right to discipline, suspend, or discharge an employee for proper cause. The parties recognize, where practicable, the principles of progressive discipline will be implemented, except in the cases of serious or gross violations, such as assault, theft, and immoral or indecent conduct.
- B. The Employer will notify the employee in writing of any disciplinary penalty he/she receives. Such notice to him/her shall also set forth the reason(s) for the Employer's action. The steward will also be sent a copy of this notice. The local union president shall receive copies of suspensions and terminations at such time as notice is given to the employee. The steward, local union president, or chief steward should be present at the time disciplinary action is imposed. This may be the request of the Employer or the Union.
- C. If the Employer determines that there is or may be proper cause for the discharge of an employee but it wants to review the matter further, the Employer may elect to first suspend the employee for up to five (5) working days prior to the determination of the Employer's final decision on the matter. If, following such a suspension, the Employer's final decision is to give the employee a disciplinary layoff rather than a discharge, any days he/she is so suspended will be counted in the total number of days of his/her discipline.

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

- D. Any employee found to be unjustly suspended and/or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.
- E. The Union agrees the Employer shall have the unconditional right to terminate a probationary employee. Article VIII shall not be applicable to or be utilized to protest the Employer's termination of a probationary employee.
- F. An employee may review his or her personnel file upon making a request to do so.

ARTICLE VIII

GRIEVANCE PROCEDURE AND ARBITRATION

- A. A grievance is defined to be a complaint by an employee within the unit based upon an event or condition, which is claimed or considered to be a violation, misinterpretation, or misapplication of this Agreement. This grievance procedure shall not be applicable to any situation where the employee has a remedy to a governmental agency, where the Employer is without legal authority to take the action sought, or to remedy a complaint where the matter complained of is not covered by this Agreement.
- B. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any supervisory or administrative personnel and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and the Union has been given the opportunity to be present at such adjustment. Likewise, nothing contained herein shall preclude the Employer from utilizing the grievance and arbitration procedures set forth herein in connection with grievances as defined above. Further, the Union may at its discretion file a grievance with or without the grievant. The Employer or any of its authorized representatives may file a grievance beginning at Step 2 through Step 4 against any employee and/or the Union.
- C. Grievances shall be settled in the following manner:

Step 1

An employee with a grievance will first discuss it with his/her immediate supervisor with the objective of resolving the matter informally. The steward may be present during the discussion.

Step 2

If the grievance has not been settled, it shall be reduced to writing and presented, within five (5) working days, to the department head or his/her designated representative. The department head or his/her designated representative shall forthwith endeavor to meet and adjust the grievance with the employee and his/her steward. Within five (5) working days after such meeting, the department head or his/her designated representative shall give his/her answer, in writing, to the employee and his/her steward. Grievances arising from an action beyond the jurisdiction of an immediate supervisor will begin at Step 2. A ten (10) day extension will be granted upon request by the party needing the extension and if no decision is given by the end of that extension the grievance may be moved to Step 3.

Step 3

If the grievance remains unadjusted, it may be presented in writing by the steward or Union representative to the Superintendent of Schools or his/her designee within five (5) working days after the response of the department head. The Superintendent or his/her designee will endeavor to set up a meeting to discuss the grievance within five (5) working days.

Such Step 3 meeting shall include the local union president or his/her designee and may be attended by a representative of Council 25. Within five (5) working days after such meeting, the Step 3 answer shall be rendered in writing to the Union representative, with a copy to the local union president.

Step 4

Arbitration. If the grievance is still unsettled, either party may, within fifteen (15) days after the Employer's answer, and by written notice to the other party, request arbitration.

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

Article VIII - Grievance Procedure and Arbitration (continued)

The arbitrator so selected will hear the matter promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his/her findings of facts, reasoning, and conclusions on the issues submitted.

The power of the arbitrator stems from this Agreement, and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He/she shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he/she have any power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Union, and the grievant, provided that the arbitrator shall not substitute his/her judgment for that of the Employer or of the Union.

The costs of the arbitrator's services, including expenses, if any, shall be borne equally by the parties.

- D. No grievance shall be processed unless it is presented within eight (8) working days of its occurrence or knowledge of its occurrence. 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 IX

STRIKES AND LOCKOUTS

- A. The Union agrees that it and all employees shall not authorize, sanction, condone, or participate in any strike. Strikes shall include unanticipated absences in a significant number, mass absences or similar tardiness or attendance conditions as determined by the Employer. Strike shall also mean 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 or interference with the full, faithful, and proper performance of the duties of employment for any purpose whatsoever.
- B. In the event of any such violation of this Article, the Union shall endeavor to return the employees to work as expediently and quickly as possible by:
1. Delivering to the Employer a notice addressed to all employees repudiating such acts of the employees and advising them to cease such acts and return to work.
 2. Taking such other action that it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.
- C. The parties agree that the Employer may discipline an employee who commits any violation of this article.
- D. The employer shall not institute a lockout of employees during the term of this Agreement.

ARTICLE X

WORKING HOURS AND OVERTIME

- A. It is understood and agreed that the regular work week of all employees, except ten month bus drivers, shall consist of a forty (40) hour week to be worked in five eight (8) hour days, exclusive of meal periods. The bus drivers' work week shall consist of twenty five (25) hours per week, to be worked in regular scheduled five (5) hour days, Monday through Friday. This provision is not to be construed, however, as either a guaranteed minimum or maximum work day or work week.

Article X - Working Hours and Overtime (continued)

Prior to his or her timely departure on his or her initial run each work day, each bus driver shall efficiently complete a state mandated and/or Employer required 15 minute bus safety check on the vehicle he or she is assigned to drive. For fulfilling this responsibility, the bus driver will be paid one-quarter (1/4) hour at his/her current straight time hourly rate. However, other than as mandated by the state, the driver shall not be required to perform any safety check or correction under the hood, except in the case of an emergency. This one-quarter (1/4) hour allowance will be granted for any day a bus driver receives compensation.

Shift assignments and the number of employees to be assigned at a given location will be done in accordance with the Agreement and the practice of determining the shift assignments within the building.

- B. Time and one-half (1.5) the employee's regular straight time hourly rate shall be paid for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week, and for Saturday, but there shall be no pyramiding. A day shift bus driver's field trip and athletics run hours worked after 5:00 p.m. will be paid at the rate of time and one-half.
- C. The parties understand that used and paid for sick leave shall be considered as time worked. Holidays, leaves for Union business, and vacations shall also be considered as time worked. All other leave or time off, whether paid or not, shall not be considered as time worked.
- D. Except for those employees assigned to check buildings on Sundays and holidays, a premium rate of double time the employee's regular straight time hourly rate shall be paid for work on Sundays and holidays. On holidays, it shall be in addition to the holiday pay as set forth in Article XXII. Employees assigned to check buildings on weekends or holidays shall receive time and one-half (1.5) their straight time hourly rate in addition to the holiday pay.
- E. An employee who is required to work overtime without notice before the end of the shift, shall receive a minimum of two (2) hours work or pay at one and one-half (1 ½) times his/her regular straight time hourly rate or double time for Sundays and Holidays. This provision shall not apply to hours worked continuous with regular hours.
- F. Except in an emergency situation, when outside overtime is required, it shall be rotated among the employees within each classification in each building or department, provided, however, the employee is able to perform the overtime work. Rotation shall be on the basis of charged overtime. The employer shall not be obligated to offer overtime to employees who are off duty during the week of the scheduled overtime. New employees upon completing probation, or employees assigned to different buildings or departments, shall be placed at the bottom of the overtime list and charged with the same amount of overtime hours of the employees with the highest overtime hours. All bus drivers' hours, beyond those regularly assigned and worked, shall be rotated in the transportation department, according to Section I of this article.

As an exception to the foregoing, overtime in the Maintenance Department will be rotated among the employees assigned to its various work groups. They are as follows: Carpentry/Masonry, Electrical, Grounds, Painting, Plumbing/Heating.

Additional employees necessary to work overtime in a work group will be selected from among employees assigned to the other work groups based on the lowest overtime hours, the qualifications required to perform the work and seniority.

A representative from Management and a representative from the Union (steward or alternate) will work together to distribute extra day time hours on a rotation basis, originally by seniority and thereafter rotated by equalizing hours worked or charged.

An employee reporting for snow or ice removal shall be paid at the double time rate for all hours worked until their regular shift starts and double time after their regular shift if this same work continues or resumes.

Article X - Working Hours and Overtime (continued)

- G. When daily overtime is used to replace an absent employee, except when the employee's absenteeism is due to vacation, or any leave of absence, the absent employee will be charged the highest number of overtime hours worked for this reason.
- H. No overtime or field trips can be refused without sufficient reason if the employee receives at least two (2) days' notice thereof. If an employee fails to work the overtime or field trip, he/she shall be removed from the rotation list until the Union and the Employer agree upon his/her return
- I. If all the employees on the list refuse to work the overtime, the Employer may require the overtime to be worked by the employee(s) with the least seniority in the classification possessing the qualifications and/or ability required.
- J. Records of overtime worked shall be posted on the bulletin board and kept current.
- K. 1. Noon runs will be assigned at the beginning of the school year by seniority of the bus drivers. Noon runs shall include all bid awarded runs, which take place between the end of the morning shift and the beginning of the afternoon shift. Noon drivers will be paid a minimum of one and one-half (1.5) hours of straight time for runs that are one way and two (2.0) hours straight time for runs that are both ways. A sub noon driver will be paid a minimum of two (2.0) hours straight time for runs that are one way and two and one-half (2.5) hours straight time for runs that are both ways.
2. The remaining bus drivers will be assigned field trips and miscellaneous unscheduled bus driving occurring during the school day as follows:
- They will be put on a rotation basis, originally by seniority, and thereafter rotated by equalizing hours worked or charged for all such field trips and miscellaneous unscheduled bus driving.
3. All seniority bus drivers shall be placed on a field and athletic trips list for those occurring after regular bus driver school day hours and on Saturday, originally by seniority and thereafter by equalizing such hours worked or charged for all such field and athletic trips. A bus driver shall not be charged for having refused such field or athletic trips if they occur during the time of his/her regularly scheduled hours.
4. An employee who is on a leave of absence shall remain on the list set forth in L.2 and L.3, above, and be charged for trips not taken for the first 30 calendar days of the leave.
- A seniority bus driver may sign a written waiver of refusal of all field and athletic trips he/she would have otherwise been offered. The bus driver's written waiver shall be operative for the school year during which it is signed. However, once during the school year he/she may revoke his/her waiver by giving ten (10) work days advance written notice. At the time his/her revocation is effective, he/she shall be charged the highest hours of the employees who are participating in the field and athletic trips work schedule.
- L. Each employee shall be scheduled for an unpaid lunch period of a maximum of thirty (30) minutes daily. Bus drivers will be paid their hourly rates for their total time while on field or athletic trips, including during their lunch breaks.
- M. Kindergarten route preparations will be paid at a minimum of four (4) hours at straight time or the hours actually worked, as approved by the supervisor.
- N. Employees who do not report for a scheduled overtime assignment will be charged with the scheduled number of overtime hours as though they had worked, but will not be paid. The charging of all other overtime hours shall be on the basis of the payment for overtime hours worked.
- O. On early take home days the drivers pay will be a minimum of 1½ hours (1.5) straight time.
- If the A.M. and P.M. are done in one-half (½) day, they will receive their regular day's pay.

Article X - Working Hours and Overtime (continued)

If they do two early take homes (their own), they will be paid at the rate of one and one-half hours (1.5) straight time for the first and one-half (½) hours straight time for the second.

If they sub the early take homes, they will be paid at the rate of one and one-half (1.5) hours straight time for the first and one (1.0) hour straight time for the second.

If the early take homes are combined with their noon runs, then the rate of pay will be their noon run pay plus one (1.0) hour straight time for their own early take home.

If the driver substitutes on the noon run, the pay will be the sub noon run rate (2 or 2½ hours) plus one (1.0) hour straight time for their own early take home.

If the driver subs the noon run and subs the early take home, their rate of pay will be the sub noon run rate (2 or 2½ hours) plus one and one-half (1.5) hours straight time.

- P. The employer shall have the right to hire needed, non-bargaining unit, seasonal labor for the limited purpose of assisting with grounds work for the time period of March through October each year.

ARTICLE XI

SHIFT DIFFERENTIAL

- A. A shift differential shall be paid for all hours worked on the regularly assigned afternoon shift.
- B. For employees regularly assigned to an afternoon shift, starting work at 2 p.m. or later, they shall be paid a shift differential of fifteen cents (15¢) per hour. An employee regularly assigned to a midnight shift, starting work at 10 p.m. or later, shall be paid the midnight shift differential of twenty-eight 28¢ per hour.

ARTICLE XII

LEAVES OF ABSENCE

- A. Medical Leave

All employees with nine (9) months' length of service with the Employer are entitled to a leave of absence in cases of protracted illness. The employees must notify the Employer and the Union within the first three (3) days of absence, whenever possible. Such leave shall be granted for up to one (1) year. Upon application to the Board of Education, it may be extended for one (1) year. During the time the employee is on leave of absence, he/she will not lose his/her seniority. When the employee returns to work, he/she will be returned to the position he/she held at the time the leave was requested for a period of up to two (2) years. After two years or in the event the employees former position no longer exists, he/she will be returned to a comparable position (wages and hours) in his/her former classification. The Employer shall not be required to re-employ any person who is not physically capable of performing the duties applicable to his/her position. Except when he/she has been affected by a layoff, such employee shall be given the opportunity to work in another job classification if he/she is capable of performing such job.

For Transportation Employees

Employees returning from medical leave or workers' compensation shall be offered a position of substitute driver or the option to bump the least senior permanent run driver if runs were rebid during their leave.

B. Educational Leave

Employees with one (1) year's length of service with the Employer may be granted a leave of absence, not to exceed one (1) month in a calendar year, for educational purposes for attending conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skills or knowledge with reference to his/her work or position. Such leave, however, may be granted as long as it does not interfere with the orderly performance of work or functions of the schools.

C. Military Leave

1. Any employee serving in the United States Armed Forces shall, upon termination of such services, be offered re-employment in his/her previous position, as set forth in Michigan Public Act No. 45 of the Public Acts of 1943, provided the employee has received an honorable discharge, seeks re-employment within ninety (90) days from the date of discharge, and is still qualified and competent to perform the work and duties required on a job.

Each employee who is already a member of the National Guard, who is called to active duty, shall be granted a leave of absence for the period of time that s/he so serves, up to a period of one year. The employer may extend the leave for one (1) additional year, where the U. S. Congress has authorized such military service.

2. Those employees who are members of the National Guard or Reserve units shall be granted a leave of absence for the necessary period during the year for such training.

D. Maternity Leave

1. The employee shall notify the Employer by a written statement from her physician within twenty (20) work days after her pregnancy has been determined. The physician's statement shall contain her expected delivery date.
2. The employer shall grant a leave of absence without pay to an employee for a period of time up to one year, upon receiving a written request by the employee. Such request shall state the length of leave requested
3. The written request for a maternity leave to the Employer shall be submitted through the immediate supervisor, with a copy to the Personnel Relations Department, at least thirty (30) work days prior to the starting date of the leave, unless prevented from doing so by a medical emergency.
4. 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 her normal and regular job duties and functions and this does not create any additional risk to her health or the health of her baby.
5. Periodic written statements from the pregnant employee's physician setting forth the employee's well being and ability to perform all her normal and regular job duties and functions shall be submitted to the Employer. Such statements are necessary, at least monthly, commencing with the employee's sixth (6th) month of pregnancy.
6. Before returning to work, the employee must be certified by her physician that she is ready and able to return to a full work assignment.
7. The employee shall be reinstated to the same or comparable position at the end of her requested leave. If the employee requests to be reinstated earlier than the return date listed on her leave request, it will only be allowed if this is mutually agreed to by the Employer.
8. If a difference of medical opinion arises relative to the employee's employment while pregnant, during the maternity leave, or re-employment, it shall be referred to a physician mutually agreeable to the parties for his/her opinion, which shall be accepted by the parties and the employee involved. The fee of the physician selected by the parties shall be borne equally by the parties.

Article XII - Leaves Of Absence (Continued)

- E. Childcare Leave. The Employer will grant a leave of absence without pay for childcare or adoption to an employee for a period of up to one year, upon receiving a written request from the employee that includes the length of time requested. The Employer will not grant requests for the same period of time for the care of the same child(ren) to any two or more employees.
- F. Union Business. Members of the Union selected by the Union to participate in Union business, conferences, seminars, or conventions, shall be granted a leave of absence without pay at the request of the Union, provided at least two (2) weeks' notice is given and the replacement of such employee does not require an additional expense to the Employer. A leave of absence for such Union activity shall not exceed one (1) month, nor shall more than five (5) employees be eligible for such leave during a calendar year.
- G. Discretionary Leaves. All other types of leaves of absence may be granted with the consent of the Employer. However, in formulating their answer, consideration will be carefully given to individual situations, and every effort will be made to be consistent and fair in judgment. The union will be notified of the names of employees granted such leaves.

All such leave requests shall be considered on the basis of:

- (1) the reason(s) for the applicant's request for such a leave;
- (2) the number of employees on involuntary leaves, such as sick leaves;
- (3) the Employer's manpower requirements prevailing during the period of the requested leave.

Discretionary leaves shall not be granted for less than one full week except in cases of emergency. The employer shall determine what constitutes an emergency. Discretionary leave decisions and decisions on emergency shall not be arbitrarily made.

An employee granted a leave under this section, upon return to work within 6 months, shall be returned to his/her former position. After six months or in the event the former position no longer exists, the employee will be returned to a comparable position (wages and hours) in his/her former classification.

- H. All employees granted a leave of absence for one (1) month or more shall notify the Employer of their intent to return to work not less than five (5) days prior to the expiration date of the leave of absence or five (5) days prior to their return to work date, whichever is earlier (except for maternity leave as set forth above).
- I. Application for Leave.
 - 1. An employee shall submit any request for leave of absence to his/her immediate supervisor in writing. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.
 - 2. Authorization for a leave of absence shall be furnished to the employee by his/her immediate supervisor, and it shall be in writing. A copy of the leave authorization shall be provided to the Union Secretary.
 - 3. Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.
 - 4. A request for a short leave of absence (a leave not exceeding one (1) month) shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.
- 5. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position, they held at the time the leave of absence was requested except as provided under Sections A, D, and F. However, if an

Article XII - Leaves Of Absence (Continued)

employee is returning from an educational leave during which the employee has acquired the qualifications for a higher rated position, the employee shall be returned to the higher rated position under the following conditions:

- a. The position became or remained open during the employee's leave, and it is still open at the time the employee returns from leave; and,
- b. The employee requests assignment to the higher rated position within ten (10) days after returning from an educational leave; and,
- c. The employee has greater seniority than other qualified employees requesting assignments to the position.

ARTICLE XIII

PROBATIONARY PERIOD

All new employees shall be on probation for a period not to exceed ninety (90) work days. Upon completion of the probationary period, the employee's seniority shall date back to his/her date of employment. Upon request, the parties may extend the probationary period.

ARTICLE XIV

PROMOTIONS AND TRANSFERS

- A. A promotion is an upward change in job classifications within the unit which results in additional compensation for additional duties or responsibilities performed during the regular work day. Promotions are not meant to include the taking on of additional duties within the same job classification or work involving overtime, shift differential, or premium pay.
- B. A transfer is a lateral change within a classification. For example, a movement to another building or to another shift within the same classification falls into the definition of a transfer.
- C. Whenever a vacancy in a position occurs, which position shall be considered to be a promotion, within the meaning of Section A, which position shall be considered a transfer within the meaning of Section B, which position shall be considered a demotion, or whenever a new job is created, the Employer shall publicize the same by giving written notice of such vacancy by posting the job classification and its duties in all areas where employees report for work. Postings will only be required in areas that employees are regularly working at the time.

No vacancy shall be filled except on a temporary basis, until such vacancy shall have been posted for five (5) work days. Employees interested must submit their "bid" (indication of desire to work the job posted) in writing to the department head within the posting period. The employee shall retain a copy, provide a copy to his/her steward, and their school principal or department head. The Employer shall not be required to post the successful bidder's job until the employee has completed the trial period.

The Employer shall post vacancies due to an extended absence for an illness, injury, or other leave of absence of over thirty days (30) duration as a temporary posting; (posting will occur at the earliest time the length of absence is confirmed by the employee) unless the illness or injury is medically confirmed to be a permanent disability. An employee, other than a custodian, unskilled maintenance, or bus driver, shall only be allowed to fill a temporary vacancy on this basis once every six (6) months. The Employer shall only be required to post the resulting vacancies of custodian or bus driver for a total of two (2) times.

Article XIV - Promotions and Transfers (continued)

Employees "bidding" shall have the qualifications necessary to perform the job. Seniority shall be the governing factor if the employees "bidding" have the qualifications necessary to perform the job. The application of seniority shall be followed within occupation group in the following manner:

1. Transfers and Demotions: The senior applicant, within the occupational group, requesting a transfer or demotion shall be awarded the job.

NOTE: Transfers shall not be granted to an employee who has transferred in the past six (6) months from date of posting, unless the employee has the only bid on file as a result of the posting.

2. Promotions: If no transfers are bid, the senior applicant, within the occupation group, (with the qualifications) requesting a promotion shall be awarded the job.
3. Reassignment: Occupation Group to Occupation Group Moves If no bids are received within the occupation group, then "bids" from other occupation groups shall be awarded on the basis of the longest service in the bargaining unit provided the senior applicant has the necessary qualifications for the reassignment.

The bid award shall be given to the chief steward. They shall include the names-seniority dates of all applicants and the name of the person receiving the job. The Employer may hire new employees if no bids are received within the occupation group or from within the bargaining unit. The parties agree that the Department Head maintains the right to initiate transfers he/she deems necessary, and this right will not be abused.

No probationary employee bidding shall be awarded a posted opening, except as approved by the Employer.

- D. Fall Bus Assignments: All bus routes which become vacant during the summer and any resulting vacancy and also noon runs shall be assigned at a meeting held prior to school starting of each year. The assignment shall be awarded on the basis of the highest seniority employee applying for the run.

If an employee does not attend the summer bus drivers' meeting, or if the driver does not have a just reason acceptable to the Employer, the driver's run shall be considered vacant and assigned as outlined in the first paragraph.

All bus routes which become vacant while school is in session shall be assigned to the senior driver, if the driver desires the opening. This shall be done for a 48 hour period in the transportation department. Notices of a permanent bus driver vacancy will be posted in all occupied buildings for a 48 hour period.

When a regular run assignment or an additional run assignment is eliminated, a driver will be allowed to bump the least senior employee on a permanent run in each assignment or return to a non-run assigned driver position. Eliminated shall mean when there are no longer students to require a specific run. This paragraph applies at any time during the school year.

- E. For filling vacancies (promotions and transfers within occupational groups; and demotions), the successful bidder shall be granted a 6 (six) week trial period to determine his/her ability to perform the job. If an employee is found unsatisfactory, he/she shall be returned to his/her former job. If an employee is found unsatisfactory or is denied the promotion, written reason must be given to him/her. During the trial period, the employee may request to be returned to his/her former job, and such request shall be granted. However, employees who receive transfers, demotions to other occupation groups, may be allowed to voluntarily return to their original job.

Article XIV – Promotions and Transfers (continued)

An employee who transfers from one job to another job in the same classification, e.g., custodian from one elementary school to another, shall be granted a two (2) week trial period. The trial period for an employee who bids from one occupation group to another occupation group shall be granted a six (6) week trial period. Bus Drivers shall have a one week trial period when transferring from one route to another.

- F. Any employee working above his/her job classification for one (1) day or more shall receive the higher base pay for all time worked in such higher job classification. Additional stipend pay will be paid if the employee working above his/her job classification possesses the necessary qualifications to merit the additional stipend. If an employee works below his/her job classification, he/she shall still receive the pay of his/her regular classification.
- G. If an employee is transferred from a classification covered by this Agreement to an assignment with the Employer not covered by this Agreement, he/she shall retain the accumulated seniority he/she possessed at the time he/she transfers to such an assignment. If such an employee returns to a classification covered by this Agreement, he/she shall bid on the position if a permanent opening exists at the time. Otherwise, he/she shall be placed in a permanent opening in the lowest paid classification of the occupation group of his/her former classification.
- H. Occupation groups are defined by Article XV, Seniority, Section D. If an employee is so permanently reassigned, he/she will be given a six (6) weeks' trial period to demonstrate his/her ability to satisfactorily perform the work of the classification in his/her new occupation group. His/her seniority in the occupation group from which he/she is permanently reassigned shall be frozen at the amount he/she possesses as of the last day he/she works in it, and it will not further accumulate.

For purposes of Article XIV, Promotions and Transfers, Section C, Article XV, Seniority, Sections C, D, and E, and Article XXI, Vacations With Pay, the employee's seniority in his/her new occupation group shall commence and be measured from the first day he/she works in it, provided the employee has satisfied the requirements of E., above.

No employee shall maintain seniority in more than two (2) occupation groups. These are the one he/she is permanently assigned to and the one he/she was most recently permanently assigned to.

- I. If employees who are candidates for night foreman are to be tested, the Union will be notified beforehand and, if requested, the matter will be negotiated.

ARTICLE XV

SENIORITY

- A. Seniority is a guide rule and a prime factor in determining the following working conditions for employees covered by this Agreement and as provided for by its terms in the following categories:

Vacations	Demotions	Transfers
Overtime	Promotions	Layoffs

- B. An employee's seniority is recognized as an earned occupational factor resulting from his/her faithful and efficient performance of his/her assigned duties and responsibilities during the period of his/her employment with the Employer.
- C. The seniority of all employees on the list shall commence with the last date of hire by the Birmingham School District. The Union Secretary shall be furnished with a list setting forth, in the order of their seniority, each employee's name and classification. When more than one employee is hired on the same date, seniority will be determined by alphabetical sequence according to the name they were hired under. Such list shall be revised each six (6) months, with copies given to the Union. A seniority list by classifications will similarly be provided.

Article XV - Seniority (continued)

D. The seniority shall be applied in Sections E and F below, first within the specific classifications affected (i.e., specific positions within job titles) and then within the occupation group encompassing such classifications. The parties agree for the purposes of Sections E and F below there shall be five (5) occupation groups, as listed below. For staffing purposes, specific job titles shall be determined by the employer, after consulting with the union, to meet the district's specific needs.

Occupation Group I	General
Occupation Group II	Mail Clerk
Occupation Group III	Transportation Employees
Occupation Group IV	Skilled Tradesmen
Occupation Group V	Custodial

The job classifications included in each of the five (5) named occupation groups are as follows:

GROUP I - GENERAL ¹

12 Months Employees

Security Guard

10 Month Employees

Security Guard

GROUP II - MAIL CLERK

12 Months Employees

Mail Clerk

GROUP III - TRANSPORTATION

10 and 11 Month Employees

Bus Driver

Assistant Bus Dispatcher

12 Months Employees

Senior Bus Dispatcher
Bus Dispatcher

Bus Driver/Utility Person
Bus Driver/Bus Washer

GROUP IV - SKILLED TRADES ²

12 Months Employees

Skilled Maintenance
A-V Technician

Bus Mechanic B
Bus Mechanic A
Maintenance Helper

Semi-Skilled Maintenance
Unskilled Maintenance

¹ Group I applies only to persons hired or placed into these positions on and after January 1, 1998. Employees in these positions on or before December 31, 1997 will continue as part of: security guards - Group IV; shipping clerk and mail clerk - Group IV, until each employee bids into another position outside of groups III or IV or leaves the unit.

² Note: The classification of engineer at all levels is a work group within the Maintenance classification.

GROUP V - CUSTODIAL ³

12 Months Employees ⁴

Day Foreman (Level 2) Night Foreman (Level 3, Third Shift)
Day Foreman (Level 4) Night Foreman (Level 6)
Custodian

E. Layoffs Reductions in the numbers of employees in any of the four (4) occupation groups shall be according to the application of the following procedures:

1. Probationary employees in the affected classifications of an occupation group shall be terminated.
2. The necessary number of part time employees with the least seniority regularly working and/or scheduled for less than the standard or conventional number of daily and/or weekly hours for their classifications and/or occupation group shall next be laid off from the affected classifications of an occupation group.
3. The necessary number of full time employees with the least seniority and regularly working or scheduled to work for the standard or conventional number of daily and/or weekly hours shall next be laid off from the affected classifications of an occupation group.
4. An employee who is laid off from his/her classification may bump, if he/she has greater seniority, the employee with the least seniority in his/her occupation group as follows, (with the parties agreeing no laid off or otherwise affected employee shall be allowed to "bump up"; i.e., or otherwise progress to a higher classification in his/her occupation group by the operation of this section or Section F, nor shall a part time employee bump or cause the layoff of a full time employee):
 - a. Into a lower rated (paid) classification in his/her occupation group for which he/she is qualified either because said classification is in a direct line beneath the classification from which he/she is being laid off or bumped, or,
 - b. Because said employee has previously satisfactorily been assigned to the classification in his/her occupation group to which he/she is being laid off or bumped to, or,
 - c. To another classification within his/her occupation group to which his/her seniority entitles him/her where he/she can satisfactorily meet the standards and perform the duties of the job. In the event a question arises as to the employee's ability to meet the standards and/or satisfactorily perform the normal duties of such classification, a trial period of up to five (5) working days shall be granted to settle the question.
5. It is expressly understood and agreed by the parties that, because of the dissimilarity in an individual occupation group and its classifications' duties and uniqueness of the normal operational functions of each occupation group, no employees laid off out of different occupation groups shall bump into or cause the layoff of any employee in another occupation group.

The parties agree the only and single exception to the above absolute prohibition on inter-occupation groups bumping may be in the case of a laid off employee who possesses frozen

³ Note: Existing positions in the classification of Night Foreman (Level 5 and Level 3, second shift) shall be grandfathered in until the occupant bids out or has his or her seniority terminated.

⁴ Definitions

- A Level 2 and 3 facility shall consist of 175,000 + of regularly assigned cleanable square footage.
- A Level 4 and 5 facility shall consist of above 75,000-175,000 regularly assigned cleanable square footage.
- A Level 6 facility shall consist of less than 75,000 of regularly assigned cleanable square footage.

Article XV - Seniority (continued)

seniority in another occupation group, as provided for and defined in Article XIV, Promotions and Transfers, Section H.

A laid off employee may, if he/she has greater frozen seniority in another occupation group than the employee with the least seniority in this same occupation group, bump that employee. The employee utilizing his/her frozen seniority to bump must also possess the qualifications for and be capable of satisfactorily performing all the duties and responsibilities of the classification to which he/she would bump and be laid off to. An employee who bumps using his/her frozen seniority shall only continue to accumulate seniority in the occupation group he/she is laid off from. His/her layoff and bump is also otherwise subject to and governed by all other provisions contained herein in Article XV, Seniority. The employee who he/she bumps and is laid off shall not be allowed to later and during the term of his/her layoff use his/her accumulated seniority as the basis of displacing the employee who bumped him/her.

6. The least seniority employees who remain without an assignment to a classification after the above described layoff and bumping procedures are implemented shall be the employees who shall be laid off out of their occupation groups.
 7. The parties agree the above described layoff and bumping procedures shall not apply to or be implemented during the periods when schools are not in session and their occupation groups are not scheduled to function or perform their work.
 8. In no case will a laid off employee benefit from a layoff by bumping into a promotional position.
 9. If an employee who is also a Union officer, that is, the President, Vice President, Treasurer, Secretary, or Chief Steward, is to be laid off out of his/her occupation group as provided for in Section E-6 above, he/she shall displace the least seniority employee in his/her occupation group who otherwise would have continued to be employed, subject to the other written provisions of Section E above.
 10. Applying laid off employees, who are qualified, will be provided the first opportunities for performing substitute custodial work with the understanding that performance and attendance requirements will be met. They shall be compensated at the highest substitute rate. Such laid off employees shall not be required to jeopardize their unemployment compensation by the operations of this understanding.
- F. Recall. Laid off employees shall be recalled in the inverse order of the layoff--the most senior employees shall be recalled to the first opening in the classification from which the employee was laid off, or, if he/she had bumped down from his/her original position in the reduction of the work force before being laid off, to such original position. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the school administration and shall require that the employee report for work within three (3) days after the date of delivery or proof of delivery or no delivery. And, see Section H.4, below.
- G. Temporary Layoffs. In the event of temporary layoffs due to acts or occurrences not initiated or controlled by the School Board, the employees immediately affected may be laid off without regard for seniority for a period not to exceed one (1) week. Temporary layoffs which exceed the one (1) week period shall thereupon be regulated by seniority application.
- H. Loss of Seniority. Seniority shall be broken and the employee shall be removed from the seniority list only for the following reasons:
1. If the employee quits or retires.
 2. If he/she is discharged and the discharge is not reversed through the grievance process of this Agreement.

Article XV - Seniority (continued)

3. If he/she is absent for three (3) consecutive working days without notifying the Employer and fails to give explanations for the absence and lack of notice which are satisfactory to the School Administration.
4. If he/she fails to return to work from layoff when recalled from layoff as set forth in the recall procedure provided herein, unless he/she gives explanations for the absence and lack of notice, which are satisfactory to the School Administration.
5. If he/she overstays a leave granted for any reasons, as hereinafter provided.
6. If he/she is on layoff for a period exceeding two (2) years or the duration of his/her seniority at the time of layoff, whichever is greater.
7. If he/she deliberately falsifies his/her employment application or a leave of absence application.

ARTICLE XVI

RULES AND REGULATIONS

- A. From time to time, the Employer may establish or revise its rules and regulations governing the employees. Such rules and regulations are necessary to insure an orderly performance of work and functioning of the schools. Such rules shall not conflict with the provisions set forth in this Agreement and shall be reasonable in scope and uniform in application.
- B. When new rules are established or existing rules are revised, they shall be posted prominently on all bulletin boards for a period of one (1) week before becoming effective. The Union shall be given a one (1) week prior written notice of changes in all additions to such rules and regulations.
- C. The Employer shall prepare and post on the bulletin board, at least once a year, a listing of its rules and regulations.
- D. Any rule or regulation may be a subject for a grievance, to be processed by the grievance procedure as set forth in Article VIII.

ARTICLE XVII

RIGHTS OF THE EMPLOYER

- A. Nothing contained in this Agreement shall deny or restrict the Employer of its rights, responsibilities, powers, and authority under the Michigan General School laws or any other national, state, county, district, or local laws or regulations.
- B. Except as specifically abridged or modified by this Agreement, or by an applicable statute, all of the rights, powers, and authority the Employer had prior to the execution of this Agreement are retained by the Employer. Such rights, powers, and authority include, by way of illustration and not by limitation, the following:
 1. The executive management and administrative control of the school district.
 2. The right to hire all employees, judge their qualifications, and determine their assignments and duties.
 3. Determine the procedures, methods, processes, equipment, and means by which the total and efficient operation of the school district is accomplished.
 4. Develop and exclusively control the budget of the school district.
 5. Determine the structure, authority, and responsibilities of its school management organization.
 6. Adopt rules and regulations.

ARTICLE XVIII

JURY DUTY

- A. Any employee who is summoned for jury duty examination and investigation must notify the Personnel Office within twenty-four (24) hours of receipt of such notice. If an employee, who has completed his/her probationary period, is summoned and reports for jury duty, he/she shall be paid the difference between the amount he/she receives as a juror and his/her normal week's pay, not to exceed four (4) weeks, provided he/she makes himself/herself available for work within his/her regular work schedule when not occupied with jury duty.
- B. To be eligible for jury duty pay differential, the employee must furnish the Employer with a written statement from the appropriate public official listing the dates he/she received pay for jury duty. Any employee found abusing this privilege shall not be entitled to the pay differential.

ARTICLE XIX

SICK LEAVE

- A. All regular and full time twelve (12) month service employees shall accrue a sick leave allowance of not more than 13 days per school year in equal installments spread over each pay period for each full pay period of service. Eleven (11) and ten (10) month employees shall accrue a sick leave day allowance of not more than eleven (11) and ten (10) days, respectively, per school year in equal installments spread over each pay period for each full pay period of service.
- B. All regular employees shall be credited with a service accumulation for sick leave purpose at the end of each fiscal year equal to the number of unused days in the current allowance for that year. This service accumulation process may continue during the service of the employee up to a maximum of one hundred eighty (180) days. All sick leave accumulated prior to the execution of this Agreement shall be credited and carried forward. Approved absence from duty shall be charged to service accumulations. No deductions in pay will result from absence from duty as approved unless the total absence exceeds the combined service accumulations and the current allowance to the credit of the individual at the time of the absence.
- C. Sick leave absences shall include:
 - 1. Personal illness, injury, or quarantine.
 - 2. Serious illness or death in the immediate family. Immediate family includes wife (or husband), children, father, brother, mother, sister, father-in-law, mother-in-law, grandparent, grandchild, sister-in-law, and brother-in-law of the employee.

In defining illness in the immediate family, the Superintendent of Schools may extend such definition upon special application for such extension in unusual cases.

- 3. Personal business matters not to exceed two (2) days per year for eleven (11) and ten (10) month employees and three (3) days per year for all regular and full time twelve (12) month employees are deducted from the sick leave allowance and are not accumulative. The purpose of such personal business days is to relieve the employee of a financial hardship in situations over which he/she has no control.

Personal business, as defined here, means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a later time when schools are not in session or at the conclusion of the working day or on weekends. Certain types of family obligations, legal commitments, religious observance, unusual circumstance related to professional growth, and emergencies are considered to be justification for the utilization of the personal business policy. Recreation, social functions, and interviews for new employment are

Article XIX - Sick Leave (continued)

examples of activities not within this policy. Subject to the labor needs of the operation on the day requested, personal business will not be unreasonably denied.

Only under a most unusual condition may a personal business day be granted for the day preceding or following holidays or vacations, and the first and last days of the school year.

- 4. The Superintendent may authorize personal excused absences, without payroll or sick leave deductions for affairs relative to community service.
- D. Members of the custodial and maintenance staff will notify their immediate supervisor of their inability to report to work a minimum of two hours before their scheduled punch in times. Transportation employees will call in their inability to report to work starting at 5:45 a.m. to 6:45 a.m., as long as they call in a minimum of 20 minutes before their scheduled punch in times, to allow dispatch to provide for an adequate replacement.
- E. The Employees Absence Report form is one that is filled out by the employee when he/she returns from an absence. It is obtained from and returned to his/her supervisor.

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

- F. Pay for unused sick leave days. Each employee with a minimum of five (5) years of service in the district and a minimum of thirty (30) accumulated sick leave days shall upon voluntary resignation from the district receive payment of forty dollars (\$40) for each accumulated day up to a maximum allowable payout as follows:

<u>Years of Service</u>	<u>Total Payment Not to Exceed</u>
5-14 years	\$7,200
15 years	3,800
16	3,700
17	3,600
18	3,400
19	3,300
20	3,200
21	2,900
22	2,600
23	2,400
24	2,100
25	1,800
26	1,600
27	1,300
28	1,000
29	800
30	500
30+	500

ARTICLE XX

TERMINAL LEAVE PAY

- A. Qualified employees will receive terminal pay, based on the table below, upon retirement, death, or resignation due to illness from the Birmingham School System. To qualify for terminal pay, the employee must have been employed for a minimum of fifteen (15) consecutive years on behalf of the Birmingham School System, must work full time, and must have reached the age where the employee is eligible for retirement benefits from the Michigan Public School Employees' Retirement Fund. An employee who qualifies for terminal pay shall receive \$4,500 after fifteen (15) years of service and then according to the chart below in Section B, to a maximum of \$9,000. These amounts will be paid only upon retirement, death, or resignation due to illness. In the event of death, full retirement terminal pay will be paid to the beneficiary of the employee.
- B. Consecutive years of service is defined as a continuous period, during which time the employee fulfills the rules and regulations of the Board of Education policy for employment. Leave of absence will not count as credit towards the minimum fifteen (15) years of employment; however, such leave will sustain the employee's eligibility toward qualification. Retirement shall be defined as the discontinuance of employment in any Michigan public school system, and upon receipt of retirement payments from the Michigan Public School Employees' Retirement Fund.

TERMINAL LEAVE PAY

<u>Years of Service</u>	<u>Amount of Terminal Pay</u>
15	\$4,500
16	4,800
17	5,100
18	5,400
19	5,700
20	6,000
21	6,300
22	6,600
23	6,900
24	7,200
25	7,500
26	7,800
27	8,100
28	8,400
29	8,700
30	9,000

- C. Upon retirement, the employee must take the initiative of notifying the Assistant Superintendent for Personnel if he or she is eligible for the retirement terminal pay. The Assistant Superintendent for Personnel will check the official school records and forward to the employee and to the Deputy Superintendent for Business Services the outcome. If an employee is eligible, the Finance Department will determine the amount of terminal pay and inform the applicant.

Terminal pay will not be paid until the applicant shows evidence that he or she has actually received payments under the Michigan Public School Employees' Retirement Fund law.

- D. Regular part time employees will be able to participate under this Article on a pro-rata basis. The basis for pro-rata shall be the length of the working day and the length of the service year.

ARTICLE XXI

VACATIONS WITH PAY

- A. Regular full time employees who are on the payroll as of June 30th each year shall receive the following vacations with pay:

	<u>12 month employees</u>	<u>10 and 11 month employees with 10 or more years of service</u>
0 months to 6 months	2 working days	
6 months to 1 year service	5 working days	
1 year to 7 years' service	10 working days	
7 years' to 12 years' service	15 working days	X 11/12 or 10/12
12 years' to 15 years' service	20 working days	X 11/12 or 10/12
15 years' service or more	22 working days	X 11/12 or 10/12

Regular full time employees who work a ten (10) or an eleven (11) months service year and who are on the payroll as of the conclusion of the school year shall receive the following vacation pay allowances promptly thereafter, i.e., on the first or second immediately following regular pay day:

Ten (10) or eleven (11) months' employee (as provided for in A., above).

5 years to less than 10 years' service . . . 5 working days

Any regular full time bus driver who, in accordance with Article XIX, Section A, is not absent from any part of or for all of her or his regularly assigned daily bus runs or who is not absent without pay or who is not in an unpaid leave status during the school year and increases the total number of days in her or his sick bank by a minimum of seven (7) new sick leave days as of June 30 of the current school year, will receive two vacation days pay at the end of the following school year.

- B. Any employee who leaves the employment of the Birmingham Public Schools during the current fiscal year (between July 1 and July 30 of the succeeding year) as a result of dismissal, or who has less than six (6) months' continuous service, shall forfeit all vacation rights.
- C. An employee who leaves the employment of the Birmingham Public Schools during the current fiscal year (between July 1 and June 30 of the succeeding year) by voluntary separation due to just cause as ascertained by the Superintendent of Schools or his/her delegated representative, shall be granted a vacation as in section A above, provided that the employee gives two (2) weeks' written notice of his/her intent to resign.
- D. Vacation days shall not be accumulative from one year to the next and are to be taken annually, as set forth in Section A. above.
- E. Bus Drivers. Bus drivers may use up to two (2) days of their vacation time when school is in session so long as they have the approval of the manager of transportation and bus routes can be adequately covered in their absence. Drivers may use up to the remainder of their vacation banks during non-school sessions.

ARTICLE XXII

WORKER'S COMPENSATION

Any employee who is absent because of an injury or disease compensable under the Worker's Disability Compensation Act (Michigan Public Act 317 of 1969) shall receive from the employer, for a maximum of ten (10) of his or her work weeks for his or her same compensable injury or disease, the difference between the Worker's Disability Compensation benefits payment prescribed by law and his or her regular salary before the injury or disease, i.e. to be made whole.

A ten (10) or eleven (11) month employee who worked for the employer in a regularly scheduled summer job in the immediately preceding summer who would have been eligible and selected for the current summer, but for the compensable injury or disease, will receive the benefits the difference between

Article XXII – Worker's Compensation (continued)

Worker's compensation payments and regular salary during the period he or she would have worked during the summer.

Thereafter, to the extent and until such time as the employee shall have exhausted his/her sick leave days allowance provided for in Article XIX, Sections A. and B., such difference shall be continued and payable to the employee for the remainder of his/her absence due for the same compensable injury or disease. The parties agree there shall be no duplicate payments allowed by the operation of this Article.

Employees shall have the option of using accumulated sick time or receiving worker's compensation only. Notification of the employee's choice must be made in writing to the Personnel Relations office no later than eight weeks following the date of the injury. Failure to notify will mean that accumulated sick time will be deducted from the employee's sick bank.

Worker's compensation claims shall not be subject to the grievance procedure, but shall be handled as required by law through the Worker's Disability Compensation Bureau.

ARTICLE XXIII

HOLIDAYS

- A. Eligible full time employees working on the twelve (12) month service year shall be paid their regular straight time hourly rate for the following holidays:

New Year's Day	Labor Day	Day After Thanksgiving
Good Friday	Memorial Day	Day Before Christmas
Easter Monday	Thanksgiving Day	Christmas Day
Independence Day		December 31

- B. If a holiday is observed during an employee's vacation period, he/she shall receive an additional day off with pay in lieu of the holiday pay.
- C. Employees called into work on a Saturday following a holiday during that week shall be paid at one and one-half (1.5) times his/her regular straight time hourly rate.
- D. Except for those employees assigned to check buildings, employees called into work on a holiday shall be paid for all hours worked at double time the employee's regular straight time hourly rate and shall be guaranteed a minimum of two (2) hours' work or pay.
- E. When any of the holidays fall on a Sunday, the immediately preceding Friday or the following Monday shall be considered to be the holiday. When the holiday falls on a Saturday, the immediately preceding Friday or the following Monday will be given as the holiday. However, when school is in session, or it is not feasible to observe the holiday on a Monday or a Friday, the holiday will be given during the summer months as determined by the employee and his/her immediate supervisor, or in the case of 12/24, 25 and 31 and 1/1, the holiday may also be observed on the preceding Thursday or the succeeding Tuesday, at the request of the Board. A bus driver who is working a regular summer bus driving schedule that encompasses Independence Day shall receive regular straight time hourly pay for that holiday.
- F. Ten month employees shall receive their regularly scheduled daily rate of pay for the following holidays:

New Year's Day	Thanksgiving Day	Day Before Christmas
Good Friday	Day After Thanksgiving	Christmas Day
Memorial Day		December 31

If a 10 month employee works their last scheduled day during the week prior to Labor Day and the first day after Labor Day, they shall receive payment for the Labor Day Holiday. (This shall not include the transportation department drivers' meeting held annually in August).

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

ARTICLE XXIV
INSURANCE PROGRAMS

A. 1. Employee Benefits Program

See Addendum, Last Page of Contract – for special provisions for health benefits for 2005-2008.

The board will provide each eligible employee who makes timely application for hospital-medical-surgical benefits (hereinafter, "health benefits") and his or her eligible dependents with a flexible benefits account (hereinafter, "flex account") under the district's cafeteria plan, from which the employee may use cash toward the purchase of health benefits. The district will make the premium payments from each employee's flex account.

Each eligible employee who makes timely application for cash in lieu of health benefits or for health benefits for 2005 will be given a flex account in one of the following amounts for each calendar year

- (1) for electing no health benefits - \$ 1,600
- (2) for electing single person - traditional \$ 5,228 or \$ 4,557 for HMO health benefits;
- (3) for electing two person - traditional \$10,864 or \$ 9,863 for HMO health benefits;
- (4) for electing full family - traditional \$12,287 or \$ 11,098 for HMO health benefits.

An employee who elects option (1) above may choose to receive part or all of the specified amount as a direct taxable cash payment or as a tax deferred annuity. An employee electing option (1) may also use part or all of that amount to purchase other available cafeteria plan benefits as provided for in the IRS code.

An employee who elects option (2), (3) or (4) may choose to designate any money not used for the purchase of the health benefits premium for a direct taxable cash payment or a tax deferred annuity (TDA). An employee electing one of these options may also use part or all of the remaining amount to purchase other available cafeteria plan benefits as provided for by the IRS code.

The flex accounts in options (2), (3), and (4) will be increased by four percent (4%) in each succeeding calendar year.

Hospital-Surgical-Medical Benefits

It is expressly understood that the determination of the carrier or the decision to self-insure is the right of the board. An employee may choose to buy health benefits from among the following types of plans:

- a. A traditional plan or
- b. A health maintenance organization (HMO).

2. Coverage for new employees shall become effective on the first (1st) day of the month following the completion of 90 workdays of service.

All eligible employees, hired on or after April 1, 2001, who make timely application for health benefits shall be given coverage under the health maintenance organization (HMO) plan for the first four (4) years of continuous employment. Thereafter, they may select a plan from among those being offered by the employer at that time.

3. The parties agree that the Board has no obligation to provide hospital-surgical-medical insurance coverage to either the spouse and/or dependents of an employee who are otherwise eligible to be covered by any such comparable insurance benefits elsewhere; for example, by virtue of the employment of the spouse.
4. An employee who is laid off in accordance with Article XV, Section E, or who is on a leave of absence in accordance with Article XII, shall continue to have the Employer provide the hospitalization coverage provided in this Article for the three (3) months immediately following the month his/her layoff or leave of absence becomes effective. Thereafter, a laid off employee or an

Article XXIV - Insurance Programs (continued)

employee on a leave of absence who elects to have this coverage continued for him/her shall pay the total and current monthly premium for the additional time of his/her layoff or leave of absence. If an employee is on sick leave because the employee is the victim of a serious injury, illness or disease, such as cancer, stroke, etc., the Employer may continue to provide this insurance coverage for a longer period than stated above at no cost to the employee.

5. An employee whose weekly straight time work schedule is for less than twenty (20) hours per week shall, subject to all the conditions set forth herein, be eligible for hospitalization coverage by agreeing to pay one-half (1/2) the monthly premium for such coverage.

An employee hired on or after September 19, 1989 shall receive fully paid insurance that is set forth in A.1, above, by working 28 hours per week or more. Working 20 through 27 hours per week, the employee shall pay one quarter (1/4) the monthly premium for insurance. Working 19 hours or less per week, the employee shall pay one half (1/2) the monthly premium for insurance.

Eligible twelve (12) month employees hired on or after October 3, 1994 who choose health coverage, whose straight time hours are for 37.5 per week or more, shall have their health premium paid by the board. All such twelve (12) month employees whose straight time work schedules are for fewer than 37.5 hours per week but for more than 27 hours, shall pay one quarter (1/4) the monthly premium. This paragraph shall not apply to any employees hired before that date.

6. The parties acknowledge that each employee is responsible for notifying the district when his or her spouse or a dependent, who is covered under the employee's health plan or other benefits coverage with the district, is no longer his or her legal dependent and is no longer eligible for coverage under the plan. The employee must notify the employee benefits office in writing within thirty (30) calendar days who the ineligible dependent is, and must request the person's immediate removal from coverage. Failure to provide such notice will result in the employee to become responsible for any premium difference that is paid from the time the person is no longer eligible until the employee notifies the district to discontinue coverage for the person. Where an employee must wait for a final court order or decree, the employee must notify the employee benefits office in writing within thirty (30) days of the final order or decree.

The parties also acknowledge that if there is a question about whether a person is a legal dependent of the employee, the district shall have the right not to place the person on the employee's coverage until the employee provides evidence of the person's legal dependent status. The proof required will be a copy of the legal adoption papers, the court order requiring the employee to cover this person, or any other legal evidence that the district may require as proof of dependent status. Where more than one employee claims dependent status for the same person, the district shall not be obligated to place the person on any of these employees' coverage, and shall place the person on coverage once the employees settle the legal dependency issue among themselves, and one of them presents the most recent legal proof that the person is that employee's dependent. The district shall be held harmless, by the union and each employee, for any health or other benefits needs or bills for service(s) that the person incurs during any waiting period before one of the employees supplies the proper proof to obtain coverage for the person.

7. This coverage will become effective following the signing of this Agreement, and at the earliest possible effective date that Blue Cross Blue Shield can provide this coverage.
8. The Employer may change to another carrier providing comparable benefits and coverages.
9. The parties agree to participate on a committee that will consider hospitalization insurance costs, alternative coverages, variation in carriers and other matters.
10. Option to Hospital-Surgical-Medical Insurance

During the term of this agreement, an otherwise eligible employee, who is not covered by the application of Article XXIV, Section A.1, above shall be granted the option or receiving a cash stipend

Article XXIV - Insurance Programs (continued)

instead of being provided hospital-surgical-medical insurance in accordance with all of the terms of this agreement. For all employees, this stipend shall total \$1600 at the end of the year.

In the case of spouses, both employed in the district, one shall choose the health coverage necessary to cover his/her family as outlined in XXIV, A., above, and the other shall choose this option.

This section (XXIV, A.8) shall be subject to the procedures, policies, and/or rules of any insurance carrier or organization providing coverage and benefits on the basis of the terms of Article XXIV, A.

B. Life Insurance

1. The Employer shall, during the term of this Agreement, provide all permanent full time employees, i.e., those employees whose straight time work schedules are for a minimum of twenty (20) hours per week, the following group term life insurance coverage, including accidental death and dismemberment:
 - a. Bus drivers, and other less than 12 months' employees \$45,000
 - b. 12 months' employees \$45,000
2. Coverage for new employees shall become effective on the first (1st) day of the month following the completion of 90 work days of service.
3. An employee who is laid off in accordance with Article XV, Section E, or who is on a leave of absence in accordance with Article XII, shall continue to have the Employer provide the life insurance coverage provided in this Article for the three (3) months immediately following the month his/her layoff or leave of absence becomes effective. Thereafter, a laid off employee or an employee on a leave of absence who elects to have this coverage continued for him/her shall pay the total and current monthly premium for the additional time of his/her layoff or leave of absence.
4. An employee whose weekly straight time work schedule is for less than twenty (20) hours per week shall, subject to all the conditions set forth herein, be eligible for life insurance coverage by agreeing to pay one-half (1/2) the monthly premium for such coverage.
5. This coverage will become effective following the signing of this Agreement and at the earliest possible effective date that the Employer can select a carrier to implement this coverage.

C. Long Term Disability Plan

The Employer shall provide Long Term Disability insurance for all eligible, permanent and full time employees who have acquired seniority and whose normal work week schedules are for a minimum of six (6) hours per work day and thirty hours per work week.

The maximum Long Term Disability benefits provided under this coverage, based on the insurance carrier's policies, procedures and practices, will provide fifty percent of the employee's straight time monthly earnings in effect at the time he/she became totally disabled, up to a maximum of \$800 per month, commencing 180 days after the date the employee becomes totally disabled and until he/she is able to return to work, attains age 70, or expires, whichever occurs first.

The employee's straight time monthly earnings shall be computed by dividing his/her regular straight time annual earnings by 12 months. Further, the amount of monthly benefits a totally disabled employee receives shall be reduced by any primary or secondary remuneration he/she is eligible for and/or receives from the Employer, the Michigan Public Schools Employees' Retirement Fund, the Federal Social Security Act, Railroad Retirement Act, Veteran's benefits, Workers' Compensation Act or any other such Employer sponsored pension and insurance benefits plans.

Article XXIV - Insurance Programs (Continued)

D. Dental Insurance

The Board will provide dental insurance coverage to all eligible permanent and full time employees, i.e., those employees who have completed 90 work days of service and who are regularly scheduled to work a minimum of five (5) straight time hours per work day and twenty-five (25) straight time hours per week as specified and limited according to the following description:

- a. BENEFIT LEVEL: 100% OF CUSTOMARY AND REASONABLE FEES.

Diagnostic Services: Covered expenses include clinical oral examinations (twice per policy year) and patient consultations.

Preventative Services: Covered expenses include dental prophylaxis (twice per policy year); fluoride treatment and space maintainers (to age 19).

Palliative Treatment: Covered expenses include emergency treatment of dental pain.

- b. BENEFIT LEVEL: 80% OF CUSTOMARY AND REASONABLE FEES.

Restorative Services: Covered expenses include amalgam silicate, acrylic or plastic, porcelain restorations, crowns and other restorative services.

Endodontics Services: Covered expenses include pulp capping, root canal therapy, periapical services, and other endodontics procedures.

Periodontic Services: Covered expenses include surgical services, adjunctive periodontal services, treatment of gingivitis and periodontitis, and other periodontic services which treat diseases of the gums, tissues of the mouth, and bones supporting the teeth.

Oral Surgery: Covered expenses include simple extractions, surgical extractions, alveolarplasty, stomatoplasty, incision and drainage of intraoral abscess, and other surgical procedures.

Note: Tooth implantation and tooth transplantation are new procedures and are not covered at this time.

Radiographs: Covered expenses included bite wing radiographs (twice per policy year) and full mouth radiographs (every thirty-six (36) months).

Repair, Adjustments, and Relining of Dentures and Bridges: Covered expenses include adjustments of dentures, repairs to dentures, denture relining, denture duplication, repairs to bridges, and recementing of bridges.

Adjunctive General Services: Covered expenses include general anesthesia, professional visits after regularly scheduled hours, and miscellaneous services such as the application of desensitizing medicaments.

- c. BENEFIT LEVEL: 80% OF CUSTOMARY AND REASONABLE FEES:

Construction and Replacement of Dentures and Bridges: Covered expenses include construction or replacement of complete or partial dentures, additional units for partial dentures, other

prosthetic services for dentures, bridge pontics, retainers, crowns used as retainers, and other prosthetic services for bridges.

Note: The replacement of existing dentures or bridges is payable only after five (5) years or more have elapsed since the dental prosthesis had been installed under this plan. There are no restrictions on preexisting conditions.

Article XIX - Sick Leave (continued)

Gold: Inlay or onlay, gold fill, gold crowns.

- d. **BENEFIT LEVEL:** 80% OF CUSTOMARY AND REASONABLE FEES:

Orthodontics: \$1,000 lifetime maximum per eligible dependent.

- e. Other than for d., above, the maximum benefit per family member for the benefits described above shall be \$1,000 per policy year.

The Employer's monthly premium obligation for each covered employee is the Employer's only obligation under this provision. Any differences or problem that may arise on the plan's benefits and/or coverage between an employee and the carrier shall be exclusively resolved by them and Article VIII of the Agreement shall not be operative with reference to the resolution of any such differences or problem.

It is agreed the carrier shall be exclusively selected by the Employer.

It is also agreed by the parties that a covered and eligible employee's spouse, and/or dependents shall not be eligible for the dental insurance provided herein if his/her spouse, and/or dependents are eligible to be covered by any other dental insurance plan existing or eventually existing by virtue of the employment benefits or retirement benefits of the spouse and/or dependents.

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

This plan also provides for internal coordination of benefits.

The Union also agrees an employee's coverage will terminate at the end of the calendar month during which the employee's retirement, resignation, termination, or layoff becomes effective.

An employee who is on a leave of absence shall receive this coverage until the end of the third calendar month of such leave.

After a new employee satisfactorily completes 90 work days of service, as provided for in Article XIII, he/she will, if otherwise eligible for this coverage, as provided above, have this coverage implemented for him/her on the first day of the calendar month immediately following the calendar month during which he/she completes his/her probationary period.

Subject to all of the foregoing provisions, a permanent employee who has acquired seniority and who is regularly scheduled to work less than five (5) straight time hours per day and less than 25 straight time hours per week, but at least a minimum of four (4) straight time hours per day and 20 straight time hours per week, shall be eligible for this coverage by him/her paying one-half (1/2) of the appropriate monthly premium for his/her coverage.

E. Vision Benefit Allowance

For those who choose the traditional plan or vision coverage only, the district will continue to offer the Blue Cross Blue Shield of Michigan Vision Care Benefit Series A-80 which includes an annual eye examination and an annual pair of frames and lenses or contacts. The HMO includes vision care as part of its plan.

ARTICLE XXV

WAGE SCHEDULES

- A. The hourly wage schedules for employees are set forth in Schedule A - D attached hereto and made part of this Agreement.
- B. The hourly wage schedule set forth in Schedules A - D shall be in full force and effect for the dates shown on the respective schedules.
- C. The Employer shall continue to assume the obligation for and make the full and direct payment of each employee's legally required Michigan Public School Employees Retirement Fund contribution.

ARTICLE XXVI

GENERAL PROVISIONS

- A. Bus Driver Permits and Licenses--Required Training Pay. During the term of this Agreement, the Employer will make the following special payments for an employee who is assigned bus driving duties:
1. The fee for both his/her City of Birmingham special bus driving permit and the standard annual charge by the Secretary of State Department for the issuance to him/her of a Michigan commercial driver's license.
 2. A bus driver will be paid his/her current straight time hourly rate for his/her in-class time while he/she is attending state mandated and/or Employer required bus driver classes.
 3. A Board appointed and paid physician will administer bus driver physical examinations.
- B. Step 2 of Wage Schedule A Shall be effective upon the completion of the probationary period. An employee who advances from probationary to permanent status before January 1st shall advance to Step 3 on the following July 1st.
- C. Pledge Against Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, handicap, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.
- D. Pledge Against Coercion. The parties agree that there shall be no interference with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion against any employees because of Union membership, or lack of Union membership, or because of any activity by an employee in an official capacity on behalf of the Union.
- E. Union Bulletin Boards. The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in work areas to be used by the Union. The bulletin boards shall be used for official Union business only. The Union shall limit its posting of notices and bulletins to such bulletin boards.
- F. Mileage Reimbursement. An employee will be reimbursed at the IRS rate per mile for authorized, verified, and required driving of his/her personal car while he/she is performing his/her work.
- G. Drivers licenses other than Bus Drivers. Employees who are required by law shall maintain a valid Michigan commercial driver's license (CDL). Employees regularly required to drive a district vehicle to various work sites during their shift and all Maintenance Department employees must maintain a valid Michigan automobile driver's license. The Employer shall pay the cost of such Michigan automobile driver's license for all such employees.
All employees whose classification or work group assignment currently requires licensing to perform work of that classification must maintain such licensing as long as required by law or required by the employer. The employer's licensing requirement shall be rational and reasonable. Employees whose work groups or classifications experience changes in licensing requirements will be given up to six (6) months immediately after the change or until the next licensing opportunity, whichever is later, to obtain such licensing.
- This shall not be construed to mean that employees will be terminated if they do not possess a license, unless there is no available position for which they are qualified. Maintenance employees and bus mechanics shall have their CDL licenses paid for by the district.
- H. Copies of Agreement. Copies of the ratified Agreement shall be made available to all employees and each new employee, plus 40 copies shall be supplied to the Union.

Article XXVI - General Provisions (continued)

- I. The parties agree under the terms of this Agreement that retroactive payments of 2004 wages shall only be made to current and eligible employees actively working and to employees who are on official leaves of absence or former employees who have retired as confirmed by a Board resolution, who had actual paid working hours on and after January 1, 2004 as of the date that this Agreement is ratified. No other persons are eligible for this retroactive wage payment and they shall not be paid retroactive 2004 wages.
- J. Drug and Alcohol Testing. All employees, except those required by law to maintain a Commercial Driver's License (CDL), shall be subject to reasonable suspicion drug and alcohol testing.

Reasonable suspicion must be based on specific, contemporaneous, articulatable observations concerning the appearance, behavior, speech or body odor of the employee. The supervisor shall record the observations on the supervisor's checklist. A reasonable suspicion based test shall not be authorized simply on third party information of alcohol or drug use or possession. Official medical information and information received from police, courts, legal documents, a signed statement or affidavit presented by a person who asserts that he or she has witnessed the employee while on the employer's time in possession or use of alcohol or controlled substances or other official sources shall not be considered as third party information.

Reasonable suspicion based drug and alcohol testing shall require that a trained supervisor or trained district official observes behavior or appearance which is characteristic of alcohol or controlled substance misuse. The trained supervisor or trained district official must complete an incident report within twenty-four (24) hours of the observed behavior or before the results of the test are released, whichever comes later. An employee may be required to submit to testing when there is a reasonable suspicion that he or she is under the influence of drugs or alcohol. An employee suspected of being under the influence of alcohol or controlled substances will be escorted to the testing cite by a supervisor or other district appointed official.

No Supervisor may use this contract section to harass any employee in the bargaining unit. Harassment shall be defined in this section as sending an employee for testing without having established reasonable suspicion by having observed the appearance, behavior, speech or body odor described above and by failing to complete the supervisor's checklist and the incident report. An employee who believes she or he has been sent for testing without the above cited basis for reasonable suspicion must submit a statement to the manager of facilities operations within forty eight (48) hours of being tested, detailing the reasons for believing she or he has been harassed.

An employee shall be entitled to have a Union representative present, but such presence shall not interfere with or delay the testing process. Any employee who refuses to submit to the testing process shall be deemed to be insubordinate and shall be treated as though he or she had tested positive.

The employer shall have the right to utilize any testing facility it chooses in the initial test, however a laboratory which meets the standards recommended by the National Institute on Drug Abuse (NIDA) shall be used to conduct any confirmatory test.

The requirements for chain of custody, storage of urine samples, quality assurance and control, will be the responsibility of the chosen laboratory. Proof of Certification and Quality Control Inspections shall be made available to the union upon reasonable request.

The substances tested for will be alcohol, amphetamines, cocaine, marijuana, opiates and phencyclidine. A list of the currently recognized substances can be found in Appendix E. Others will be added as the federal regulations and guidelines are updated.

Regarding Alcohol

Only those tests, with approved protocols issued by the United States Department of Health and Human Services or its designee will be considered permissible blood alcohol tests. Certified breath alcohol technicians must administer both the initial and confirmatory tests. An individual with a breath

Article XXVI - General Provisions (continued)

alcohol level of .041 percent or above or the equivalent urine alcohol percentage shall be considered as having failed the test.

Regarding Controlled Substances

The initial screening test for controlled substances shall be done using the EMIT methodology or other state or federal accepted methodology, as new techniques are developed. Confirmatory testing shall be done using the gas chromatography/mass spectrometry (GC/MS) methodology or other state or federal accepted methodology which may be developed. See the list of currently recognized substances and the currently accepted testing cutoff levels which appear in Appendix E. The parties agree that if these levels are changed in the federal regulations and guidelines that the cut off levels that prevail at the time an employee is tested are the levels against which the employee will be measured.

Testing for controlled substances shall be conducted using urine collection. At the time of collection a split sample shall be collected and stored for use in confirmatory testing. Strict and verifiable chain of custody requirements shall be required for each collection procedure.

Testing for controlled substances

The test results will be kept separate from the personnel file and will be kept strictly confidential.

The requirements for chain of custody, storage of urine samples, quality assurance and control, will be the responsibility of the chosen laboratory. Proof of Certification and Quality Control Inspections shall be made available to the Union upon request.

Employees testing positive who are taking valid medical prescriptions in the manner prescribed by their physicians must present objective evidence, such as the prescription itself or a signed statement from their doctors verifying the type, amount, and frequency with which they must take all of the prescription medications that they are currently taking.

Employees testing positive must submit to E.A.P. counseling and must complete a mutually agreeable professional treatment program and shall be subject to random testing for a period of two (2) consecutive years directly following the successful completion of the professional treatment program. The professional treatment program must certify that the employee test below the contractually mandated level. Such an employee will then be returned to work. In the event the employer and employee are not able to agree on a treatment program, a treatment program will be selected by the Employee Assistance Program administrator. Failure to comply with the requirements of this paragraph shall be grounds for immediate discharge.

A second positive test may result in discharge.

Nothing in this section is intended to be in conflict with existing law. In the event that any provision of this section 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 limits for doing so, such provision of this section shall not continue in force or effect. Employees in possession of or selling illegal drugs or alcohol on the job shall be subject to disciplinary action, up to and including discharge.

- K. Replacement of Bus Mechanics' Hand Tools. The Employer will continue the practice of replacing a bus mechanics' hand tools, broken or worn out in the performance of his or her regular work assignment. The replacement hand tools shall be of a like value and shall be given following the turning in of such broken or worn out tools. The Employer shall make the final decision on the condition of hand tools submitted on the basis of being worn out.
- L. FMLA. The union and each member of the bargaining unit agree, along with the employer, to follow the requirements of the Family Medical Leave Act (FMLA) and the Americans with Disabilities Act (ADA) and no provisions in this contract shall supercede the requirements of these laws. Employees will receive an outline of the FMLA with the superintendent's back to work letter before the start of each school year each year.

ARTICLE XXVII

DURATION AND TERMINATION

- A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

The Employer shall make no unilateral changes in regard to wages, hours, and conditions of employment during the term of this Agreement, which would be contrary to the terms of this Agreement.

The parties agree that if major changes are to be implemented that will affect the wages, number of hours worked and/or working conditions of classifications covered by this Agreement, then at the request of either party, will as legally required meet to negotiate on the matter.

- B. This Agreement, originally effective as of January 1, 2004, and, which was originally to continue in full force and effect until 11:59 p.m., December 31, 2006, has been extended by mutual agreement of the parties, and shall continue in full force and effect until 11:59 p.m., December 31, 2007. This Agreement shall be in full force and effect from 12:01 a.m., January 1, 2004 until 11:59 p.m., December 31, 2007. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.
- C. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Article XXVII - Duration and Termination (continued)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 29th day of August 2005.

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
(LOCAL 1860)

SCHOOL DISTRICT OF THE
CITY OF BIRMINGHAM

By Nancy Fellows
Nancy Fellows
Staff Representative
AFSCME Council 25

By Deborah Roberts
Deborah Roberts
President

By Robert Spina
Robert Spina
President
Birmingham Local 1860

By David L. Garrett
David Garrett
Secretary

By John W. Hoeffler
John W. Hoeffler
Superintendent

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

SCHEDULE A

January 1, 2004 through December 31, 2004

LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5
1	\$16.93	\$17.04	\$17.74	\$18.34	\$18.71
2	\$16.39	\$16.57	\$17.47	\$18.15	\$18.29
3	\$16.27	\$16.40	\$17.44	\$18.03	\$18.15
4	\$15.83	\$16.20	\$17.43	\$17.63	\$17.74
5	\$15.69	\$16.17	\$16.88	\$17.55	\$17.68
6	\$15.54	\$16.16	\$16.83	\$17.36	\$17.49
7	\$15.19	\$16.13	\$16.80	\$17.00	\$17.15

- 1 -- Skilled Maintenance; Engineer (at Level 2 facility); A-V Technician
- 2 -- Bus Mechanic A; Day Foreman (Level 2); Senior Bus Dispatcher; Security Guard
- 3 -- Night Foreman (Level 3, Third Shift)
- 4 -- Bus Mechanic B; Day Foreman (Level 4) Semi-skilled Maintenance; Bus Dispatcher
- 5 -- Mail Clerk; Night Foreman (Level 5, Second Shift);
- 6 -- Night Foreman (Level 6); Maintenance Helper
- 7 -- Custodian; Bus Driver; Bus Driver/Utility Person; Bus Driver/Bus Washer Unskilled Maintenance

An employee whose permanent and regular position title is Skilled Maintenance or High School 1st Engineer shall be eligible for an additional payment of \$2 per hour over and above his/her listed and appropriate hourly rate based on the Maintenance Advancement Procedure agreed to in April of 1990 and updated on October 19, 2004. An A.V. technician or bus mechanic A shall be eligible for an additional payment of \$2 an hour over and above his/her listed and appropriate rate if he/she is determined to be qualified as exclusively determined through an evaluation by and the judgment of the manager of the appropriate department.

The assistant dispatcher will be paid at dispatcher wages (Level 4, appropriate Step) for a.m., hours worked as the assistant dispatcher. This position will be paid drivers wages (Level 7, appropriate Step) for a.m. hours worked as a bus driver. All p.m. hours worked will be paid at the assistant dispatcher wages (Level 4, appropriate Step).

Special Additional Compensation:

Secondary Day Foreman:	
Middle School	.50/hour
High School	1.00/hour
Secondary Night Foreman (Pool Requirements)	.25/hour
Class 1 and 2 Employees possessing journeyman's cards	1.50/hour
Employees designated as Leader	.75/hour

Schedule A (continued)

Senior Bus Dispatcher, Class 2
with 1/2 or .5 of skills allowance
Premium pay while performing asbestos removal 1.00/hour

Secondary Night Foreman: When such work (pool duties) is assigned a comparable amount of work time will be eliminated from the Night Foreman's responsibilities.

Journeyman/Technical Equivalency Option

An employee who possesses a journeyman's card, or technical equivalency for a Bus Mechanic A, for the occupational field the employee is assigned to shall receive an additional \$1.50 per hour. The technical equivalency for a Bus Mechanic A shall be a minimum of five years of heavy vehicle maintenance and repair job experience and a minimum of five state and/or federal skills certifications. When a Mechanic A successfully completes seven state and/or federal skills certifications, he/she shall be paid at the appropriate class I step.

The school district will pay an additional \$1.00 per hour for an employee who possesses a Master's card for the occupational field to which the employee is assigned.

The technical equivalency for a Bus Mechanic A to receive an additional \$1.00 per hour shall be a minimum of five years of heavy vehicle maintenance and repair job experience and minimum of ten state and/or federal skills certifications.

Special Compensation for Computer Repair Technicians

A Computer Repair Technician will be paid an additional \$1.50 per hour by presenting verifiable evidence of having taken the course work and having taken and passed the test(s) in each area of an approved course in a computer certification track or for taking an approved course in a computer certification track and passing the final certification test, so long as the certification is in computer programs, platforms hardware and/or systems that reflect the current technology standards and needs of the district. If, at any later time, the district determines that the tests that were passed are no longer valuable to the district or no longer reflect the district's required standards or needs, the district will discontinue paying the stipend. In order to take advantage of this contract provision, a Computer Repair Technician must have approval in advance from the district's Manager of Network Services for the selected course. A Computer Repair Technician will not be paid this special compensation for minor classes, seminars or workshops, for which s/he may receive a certificate for having been in attendance. The district approved certificate must be earned through a systematic course of study that ends with a test(s) that the Manager of Network Services will agree makes the computer repair technician's having the certificate of value to the district and to the employee in his or her job responsibilities with the district.

An additional \$1.50 per hour will be paid for a second such approved course in the same track once the Computer Repair Technician presents verifiable evidence of having taken the course work and having passed the related computer certification examination(s). The district will pay for the first attempt at passing a test. Any costs for additional attempts at passing the tests are the sole responsibility of the Computer Repair Technician. A Computer Repair Technician may earn up to a maximum of \$3.00 per hour under this contract provision.

SCHEDULE B

January 1, 2005 through December 31, 2005

LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5
1	\$17.35	\$17.47	\$18.19	\$18.81	\$19.18
2	\$16.81	\$16.98	\$17.90	\$18.60	\$18.75
3	\$16.68	\$16.81	\$17.87	\$18.47	\$18.60
4	\$16.23	\$16.61	\$17.86	\$18.06	\$18.19
5	\$16.09	\$16.58	\$17.30	\$17.98	\$18.13
6	\$15.92	\$16.56	\$17.25	\$17.79	\$17.92
7	\$15.58	\$16.53	\$17.22	\$17.42	\$17.58

- 1 -- Skilled Maintenance; Engineer (at Level 2 facility); A-V Technician
- 2 -- Bus Mechanic A; Day Foreman (Level 2); Senior Bus Dispatcher; Security Guard
- 3 -- Night Foreman (Level 3, Third Shift)
- 4 -- Bus Mechanic B; Day Foreman (Level 4) Semi-skilled Maintenance; Bus Dispatcher
- 5 -- Mail Clerk; Night Foreman (Level 5, Second Shift);
- 6 -- Night Foreman (Level 6); Maintenance Helper
- 7 -- Custodian; Bus Driver; Bus Driver/Utility Person; Bus Driver/Bus Washer Unskilled Maintenance

An employee whose permanent and regular position title is Skilled Maintenance or High School 1st Engineer shall be eligible for an additional payment of \$2 per hour over and above his/her listed and appropriate hourly rate based on the Maintenance Advancement Procedure agreed to in April of 1990 and updated on October 19, 2004. An A.V. technician or bus mechanic A shall be eligible for an additional payment of \$2 an hour over and above his/her listed and appropriate rate if he/she is determined to be qualified as exclusively determined through an evaluation by and the judgment of the manager of the appropriate department.

The assistant dispatcher will be paid at dispatcher wages (Level 4, appropriate Step) for a.m., hours worked as the assistant dispatcher. This position will be paid drivers wages (Level 7, appropriate Step) for a.m. hours worked as a bus driver. All p.m. hours worked will be paid at the assistant dispatcher wages (Level 4, appropriate Step).

Special Additional Compensation:

Secondary Day Foreman:	
Middle School	.50/hour
High School	1.00/hour
Secondary Night Foreman (Pool Requirements)	.25/hour
Class 1 and 2 Employees possessing journeyman's cards	1.50/hour
Employees designated as Leader	.75/hour
Senior Bus Dispatcher, Class 2	
with 1/2 or .5 of skills allowance	

Schedule B (continued)

Premium pay while performing asbestos removal

1.00/hour

Secondary Night Foreman: When such work (pool duties) is assigned a comparable amount of work time will be eliminated from the Night Foreman's responsibilities.

Journeyman/Technical Equivalency Option

An employee who possesses a journeyman's card, or technical equivalency for a Bus Mechanic A, for the occupational field the employee is assigned to shall receive an additional \$1.50 per hour. The technical equivalency for a Bus Mechanic A shall be a minimum of five years of heavy vehicle maintenance and repair job experience and a minimum of five state and/or federal skills certifications. When a Mechanic A successfully completes seven state and/or federal skills certifications, he/she shall be paid at the appropriate class I step.

The school district will pay an additional \$1.00 per hour for an employee who possesses a Master's card for the occupational field to which the employee is assigned.

The technical equivalency for a Bus Mechanic A to receive an additional \$1.00 per hour shall be a minimum of five years of heavy vehicle maintenance and repair job experience and minimum of ten state and/or federal skills certifications.

Special Compensation for Computer Repair Technicians

A Computer Repair Technician will be paid an additional \$1.50 per hour by presenting verifiable evidence of having taken the course work and having taken and passed the test(s) in each area of an approved course in a computer certification track or for taking an approved course in a computer certification track and passing the final certification test, so long as the certification is in computer programs, platforms hardware and/or systems that reflect the current technology standards and needs of the district. If, at any later time, the district determines that the tests that were passed are no longer valuable to the district or no longer reflect the district's required standards or needs, the district will discontinue paying the stipend. In order to take advantage of this contract provision, a Computer Repair Technician must have approval in advance from the district's Manager of Network Services for the selected course. A Computer Repair Technician will not be paid this special compensation for minor classes, seminars or workshops, for which s/he may receive a certificate for having been in attendance. The district approved certificate must be earned through a systematic course of study that ends with a test(s) that the Manager of Network Services will agree makes the computer repair technician's having the certificate of value to the district and to the employee in his or her job responsibilities with the district.

An additional \$1.50 per hour will be paid for a second such approved course in the same track once the Computer Repair Technician presents verifiable evidence of having taken the course work and having passed the related computer certification examination(s). The district will pay for the first attempt at passing a test. Any costs for additional attempts at passing the tests are the sole responsibility of the Computer Repair Technician. A Computer Repair Technician may earn up to a maximum of \$3.00 per hour under this contract provision.

SCHEDULE C

January 1, 2006 through December 31, 2006

LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5
1	\$17.70	\$17.82	\$18.55	\$19.18	\$19.56
2	\$17.15	\$17.32	\$18.26	\$18.98	\$19.12
3	\$17.01	\$17.15	\$18.23	\$18.84	\$18.98
4	\$16.55	\$16.94	\$18.22	\$18.43	\$18.55
5	\$16.41	\$16.91	\$17.65	\$18.34	\$18.49
6	\$16.24	\$16.90	\$17.59	\$18.14	\$18.28
7	\$15.89	\$16.86	\$17.56	\$17.77	\$17.94

- 1 -- Skilled Maintenance; Engineer (at Level 2 facility); A-V Technician
- 2 -- Bus Mechanic A; Day Foreman (Level 2); Senior Bus Dispatcher; Security Guard
- 3 -- Night Foreman (Level 3, Third Shift)
- 4 -- Bus Mechanic B; Day Foreman (Level 4) Semi-skilled Maintenance; Bus Dispatcher
- 5 -- Mail Clerk; Night Foreman (Level 5, Second Shift);
- 6 -- Night Foreman (Level 6); Maintenance Helper
- 7 -- Custodian; Bus Driver; Bus Driver/Utility Person; Bus Driver/Bus Washer Unskilled Maintenance

An employee whose permanent and regular position title is Skilled Maintenance or High School 1st Engineer shall be eligible for an additional payment of \$2 per hour over and above his/her listed and appropriate hourly rate based on the Maintenance Advancement Procedure agreed to in April of 1990 and updated on October 19, 2004. An A.V. technician or bus mechanic A shall be eligible for an additional payment of \$2 an hour over and above his/her listed and appropriate rate if he/she is determined to be qualified as exclusively determined through an evaluation by and the judgment of the manager of the appropriate department.

The assistant dispatcher will be paid at dispatcher wages (Level 4, appropriate Step) for a.m., hours worked as the assistant dispatcher. This position will be paid drivers wages (Level 7, appropriate Step) for a.m. hours worked as a bus driver. All p.m. hours worked will be paid at the assistant dispatcher wages (Level 4, appropriate Step).

Special Additional Compensation:

Secondary Day Foreman:

Middle School	.50/hour
High School	1.00/hour
Secondary Night Foreman (Pool Requirements)	.25/hour
Class 1 and 2 Employees possessing journeyman's cards	1.50/hour
Employees designated as Leader	.75/hour
Senior Bus Dispatcher, Class 2 with 1/2 or .5 of skills allowance	

Schedule C (continued)

Premium pay while performing asbestos removal

1.00/hour

Secondary Night Foreman: When such work (pool duties) is assigned a comparable amount of work time will be eliminated from the Night Foreman's responsibilities.

Journeyman/Technical Equivalency Option

An employee who possesses a journeyman's card, or technical equivalency for a Bus Mechanic A, for the occupational field the employee is assigned to shall receive an additional \$1.50 per hour. The technical equivalency for a Bus Mechanic A shall be a minimum of five years of heavy vehicle maintenance and repair job experience and a minimum of five state and/or federal skills certifications. When a Mechanic A successfully completes seven state and/or federal skills certifications, he/she shall be paid at the appropriate class I step.

The school district will pay an additional \$1.00 per hour for an employee who possesses a Master's card for the occupational field to which the employee is assigned.

The technical equivalency for a Bus Mechanic A to receive an additional \$1.00 per hour shall be a minimum of five years of heavy vehicle maintenance and repair job experience and minimum of ten state and/or federal skills certifications.

Special Compensation for Computer Repair Technicians

A Computer Repair Technician will be paid an additional \$1.50 per hour by presenting verifiable evidence of having taken the course work and having taken and passed the test(s) in each area of an approved course in a computer certification track or for taking an approved course in a computer certification track and passing the final certification test, so long as the certification is in computer programs, platforms hardware and/or systems that reflect the current technology standards and needs of the district. If, at any later time, the district determines that the tests that were passed are no longer valuable to the district or no longer reflect the district's required standards or needs, the district will discontinue paying the stipend. In order to take advantage of this contract provision, a Computer Repair Technician must have approval in advance from the district's Manager of Network Services for the selected course. A Computer Repair Technician will not be paid this special compensation for minor classes, seminars or workshops, for which s/he may receive a certificate for having been in attendance. The district approved certificate must be earned through a systematic course of study that ends with a test(s) that the Manager of Network Services will agree makes the computer repair technician's having the certificate of value to the district and to the employee in his or her job responsibilities with the district.

An additional \$1.50 per hour will be paid for a second such approved course in the same track once the Computer Repair Technician presents verifiable evidence of having taken the course work and having passed the related computer certification examination(s). The district will pay for the first attempt at passing a test. Any costs for additional attempts at passing the tests are the sole responsibility of the Computer Repair Technician. A Computer Repair Technician may earn up to a maximum of \$3.00 per hour under this contract provision.

SCHEDULE D

January 1, 2007 through December 31, 2007

LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5
1	\$18.05	\$18.18	\$18.92	\$19.57	\$19.95
2	\$17.49	\$17.67	\$18.62	\$19.36	\$19.51
3	\$17.35	\$17.49	\$18.59	\$19.22	\$19.36
4	\$16.88	\$17.28	\$18.58	\$18.79	\$18.92
5	\$16.74	\$17.24	\$18.00	\$18.71	\$18.86
6	\$16.57	\$17.23	\$17.95	\$18.51	\$18.65
7	\$16.20	\$17.20	\$17.91	\$18.13	\$18.30

- 1 -- Skilled Maintenance; Engineer (at Level 2 facility); A-V Technician
- 2 -- Bus Mechanic A; Day Foreman (Level 2); Senior Bus Dispatcher; Security Guard
- 3 -- Night Foreman (Level 3, Third Shift)
- 4 -- Bus Mechanic B; Day Foreman (Level 4) Semi-skilled Maintenance; Bus Dispatcher
- 5 -- Mail Clerk; Night Foreman (Level 5, Second Shift);
- 6 -- Night Foreman (Level 6); Maintenance Helper
- 7 -- Custodian; Bus Driver; Bus Driver/Utility Person; Bus Driver/Bus Washer Unskilled Maintenance

An employee whose permanent and regular position title is Skilled Maintenance or High School 1st Engineer shall be eligible for an additional payment of \$2 per hour over and above his/her listed and appropriate hourly rate based on the Maintenance Advancement Procedure agreed to in April of 1990 and updated on October 19, 2004. An A.V. technician or bus mechanic A shall be eligible for an additional payment of \$2 an hour over and above his/her listed and appropriate rate if he/she is determined to be qualified as exclusively determined through an evaluation by and the judgment of the manager of the appropriate department.

The assistant dispatcher will be paid at dispatcher wages (Level 4, appropriate Step) for a.m., hours worked as the assistant dispatcher. This position will be paid drivers wages (Level 7, appropriate Step) for a.m. hours worked as a bus driver. All p.m. hours worked will be paid at the assistant dispatcher wages (Level 4, appropriate Step).

Special Additional Compensation:

Secondary Day Foreman:	
Middle School	.50/hour
High School	1.00/hour
Secondary Night Foreman (Pool Requirements)	.25/hour
Class 1 and 2 Employees possessing journeyman's cards	1.50/hour
Employees designated as Leader	.75/hour
Senior Bus Dispatcher, Class 2	
with 1/2 or .5 of skills allowance	
Premium pay while performing asbestos removal	1.00/hour

Schedule D (continued)

Secondary Night Foreman: When such work (pool duties) is assigned a comparable amount of work time will be eliminated from the Night Foreman's responsibilities.

Journeyman/Technical Equivalency Option

An employee who possesses a journeyman's card, or technical equivalency for a Bus Mechanic A, for the occupational field the employee is assigned to shall receive an additional \$1.50 per hour. The technical equivalency for a Bus Mechanic A shall be a minimum of five years of heavy vehicle maintenance and repair job experience and a minimum of five state and/or federal skills certifications. When a Mechanic A successfully completes seven state and/or federal skills certifications, he/she shall be paid at the appropriate class I step.

The school district will pay an additional \$1.00 per hour for an employee who possesses a Master's card for the occupational field to which the employee is assigned.

The technical equivalency for a Bus Mechanic A to receive an additional \$1.00 per hour shall be a minimum of five years of heavy vehicle maintenance and repair job experience and minimum of ten state and/or federal skills certifications.

Special Compensation for Computer Repair Technicians

A Computer Repair Technician will be paid an additional \$1.50 per hour by presenting verifiable evidence of having taken the course work and having taken and passed the test(s) in each area of an approved course in a computer certification track or for taking an approved course in a computer certification track and passing the final certification test, so long as the certification is in computer programs, platforms hardware and/or systems that reflect the current technology standards and needs of the district. If, at any later time, the district determines that the tests that were passed are no longer valuable to the district or no longer reflect the district's required standards or needs, the district will discontinue paying the stipend. In order to take advantage of this contract provision, a Computer Repair Technician must have approval in advance from the district's Manager of Network Services for the selected course. A Computer Repair Technician will not be paid this special compensation for minor classes, seminars or workshops, for which s/he may receive a certificate for having been in attendance. The district approved certificate must be earned through a systematic course of study that ends with a test(s) that the Manager of Network Services will agree makes the computer repair technician's having the certificate of value to the district and to the employee in his or her job responsibilities with the district.

An additional \$1.50 per hour will be paid for a second such approved course in the same track once the Computer Repair Technician presents verifiable evidence of having taken the course work and having passed the related computer certification examination(s). The district will pay for the first attempt at passing a test. Any costs for additional attempts at passing the tests are the sole responsibility of the Computer Repair Technician. A Computer Repair Technician may earn up to a maximum of \$3.00 per hour under this contract provision.

APPENDIX A

LETTER OF INTENT

TO: AFSCME Local 1860
COUNCIL 25, Birmingham Chapter

During the term of this Agreement it is the intent of the Birmingham Board of Education to accept previously submitted written application from bargaining unit employees for available nonschool session employment in regularly staffed positions. Specifically, nonschool periods shall be the established vacation periods set forth in the officially adopted school calendar including the summer vacation periods.

All such awarded assignments shall be filled by employees qualified to perform the work they are so assigned. Seniority shall be the governing factor if the number of applicants exceed the number of positions available. An employee shall be allowed to transfer once to another such position during the same nonschool session period. This shall be done on the basis of seniority.

Any question arising under the Letter of Intent shall be referred to a special conference and Article VIII, Grievance Procedure and Arbitration, beyond Step 3 will not be operative or have any bearing on this Letter of Intent.

BIRMINGHAM BOARD OF EDUCATION

Reference
Date: June 18, 1991

APPENDIX B

SPECIAL LETTER OF INTENT

TO: AFSCME Local 1860
COUNCIL 25, Birmingham Chapter

A permanent ten or eleven month employee temporarily assigned to the special summer maintenance department position shall upon making written application also be allowed to transfer to a position covered by Appendix B, Letter of Intent. Such transfer shall be based upon seniority from among the employees who have made such written application. Special summer temporary positions in maintenance will be paid at the employees regular rate. It is understood that bargaining unit employees will be placed, but there is no guarantee of a specific number. This agreement supersedes the past practice on the assignment of college students vis-à-vis unit employees.

BIRMINGHAM BOARD OF EDUCATION

Reference

Date: June 18, 1991

APPENDIX C

SPECIAL EDUCATION BUS RUNS

SPECIAL LETTER OF UNDERSTANDING REGARDING BUS DRIVERS

Special Education Bus Runs

Special education runs that continue through the summer will be bid and awarded to the highest seniority driver. However, drivers who have runs continuing through the summer and whose seniority is no lower than the number of summer runs shall remain on their run.

A special education driver shall have the option of applying for a leave of absence if he or she elects not to drive during the summer months and such request will be granted. Any application for such leave will be submitted in writing at least two (2) weeks prior to the conclusion of the current school year.

APPENDIX D

STATEMENTS OF CLARIFICATION

I. CLARIFICATION OF ADDITIONAL BUS RUN ASSIGNMENTS (as noted in Article X)

K 1: "Kindergarten and shuttle bus runs will be assigned at the beginning of the school year be seniority of the bus drivers."

K 2: "The remaining bus drivers will be assigned field trips and miscellaneous unscheduled bus driving occurring during the school day as follows:

They will be put on a rotation basis, originally by seniority and thereafter rotated by equalizing hours worked or charged for all such field trips and miscellaneous unscheduled bus driving" (to be referred to as "day trip list").

A driver from the day trip list will be asked before top seniority drivers to do additional bus runs during the scheduled school day; i.e., day field trips, substituting on noon runs, early take homes, etc. If one of these drivers is assigned to her/his own early take home runs, that driver may also be assigned by the office to an additional run for that day providing that driver can do so at the specified time. The run other than her/his own run shall be the "additional run assignment."

If all drivers on the day trip have been asked to do, or are already assigned to an additional run assignment, then the assignment will be made from the "noon driver list." This list will be comprised of all drivers who have a regularly scheduled noon run. By 7:30 a.m. each morning, the noon driver(s) must sign up on the prescribed form for the time that s/he is available for extra work for that day. Only the driver(s) who signed up for that day will be considered for that day's extra hours. These drivers will be placed by seniority for extra hours assignments. These noon drivers (from #2 and #3 below) will not be eligible for field trip assignment except in case of an emergency.

There are three categories of drivers who are eligible for additional bus run assignments, in the following order:

1. drivers from the day trip list;
2. noon drivers who have a scheduled run but not on that given day;
3. noon drivers who have a regularly scheduled run on that given day.

Drivers from the day trip list (#1) will first be offered/assigned an additional run on a given day. After these assignments are complete, the #2 noon drivers, in seniority order, will be offered/ assigned additional runs that are still available. If there are still unassigned additional runs, then #3 noon drivers, in seniority order and providing time allows, will be offered/assigned those runs.

A day trip driver may be double assigned an additional run only after the #3 noon driver has been offered and/or assigned additional hours.

If all the above categories are exhausted, and there are still additional assignments, then all other drivers, including probationary, will be asked in seniority order.

II. CLARIFICATION OF TRANSFERS WITHIN THE TRANSPORTATION DEPARTMENT (as noted in Article XIV)

The following language is for the purpose of clarifying transfers within the Transportation Department:

Any run that is increased by more than 16 minutes shall be rebid. This shall include permanent and temporary runs.

APPENDIX D. STATEMENTS OF CLARIFICATION (continued)

A successful bidder can only transfer two (2) times within one (1) semester onto a temporary bus route. Temporary routes shall include regular morning and afternoon routes, and additional noon run hours (i.e., kindergarten, vocational, special education, etc.). The bidder can successfully bid two (2) times for the regular routes and two (2) times for the noon routes.

A temporary assignment must be completed before a driver is eligible to successfully bid on another temporary assignment.

A successful bidder can only transfer one (1) time within one (1) semester onto a permanent bus route. Permanent bus routes shall include regular routes, and noon runs (as referred to above.)

For the purpose of the permanent or temporary transfers, the bidder will be allowed to successfully bid onto any permanent route with more hours than the route s/he will be bidding away from. This may happen more than one time per semester.

A semester shall be defined as:

- from the beginning of the school year (starting with the day of the drivers' back to work/route bid meeting) to the last day of the first semester (mid-January or whatever date as outlined in the school calendar)
- from the first day of the second semester (as outlined in the school calendar) to the last student day (mid-June) of that year (as outlined in the school calendar).

Drivers successfully bidding at the summer meeting may bid more than one time at that meeting only. Because this is the only meeting during the year when there is mass bidding and the bidding at that time is not done in writing, a driver may bid on more than one permanent or temporary route at that meeting. However, when the bidding is all over for that meeting, if a driver has successfully bid on a run, that successful bid shall count as one (1) bid for that driver for that semester.

The Union and Management agree to the following terms for the assignment of temporary additional runs in the event that no employee bids on a run:

- the assignment will be made from the list specific to the run (example: after school activity run for that specific activity list, a noon run from that day trip list, etc.);
- each employee from the specific list will be asked in seniority order if they want to take the run;
- if no employee from the specific list wants the run, then the run will be assigned to the seniority employee with the lowest seniority from that list;
- if an employee does accept the run at this time, that employee will be assigned to that run for that length of time;
- that employee will be charged each day for the length of that run on the additional assignment list;
- if that employee is absent from work for sick, personal, holiday, or vacation time, the additional assignment will not be considered as a part of the regular day and the employee will not receive additional pay on those days;
- any time during the temporary assignment when that employee is absent from work, more than four (4) times in four (4) weeks, that employee will forfeit that temporary assignment and be returned to the day trip list.
- if the only person to sign the bid sheet is on probation, and if that person successfully completes his/her probationary period before the temporary assignment ends, then the employee who was assigned to the position will be asked if s/he wants to keep the run for the remainder of that temporary assignment;

APPENDIX D, STATEMENTS OF CLARIFICATION (continued)

- if that temporarily assigned person does want to keep the run, it will be considered his/her temporary assignment and will be considered as one (1) assignment for that semester;
- if that temporarily assigned person does not want the run, then the assignment will be reposted and then that driver may then sign onto the day trip list.
- if a driver has a noon run that is less than 5 days, s/he may go onto the day trip list for those remaining days.

III. CLARIFICATION OF HALF DAY ASSIGNMENTS

If a driver normally takes the students home on a regular afternoon, that same driver will take those students home on an early dismissal day.

If the driver who normally takes the students home is not available on an early dismissal day, then the driver who brings them to school in the morning will take them home.

If neither of those drivers is available, then the driver will be selected from the day time list on a rotation basis.

If the public schools are dismissed early and Brother Rice and Marian students have a full day of school, then these students may be taken home with St. Regis students.

If Brother Rice and Marian students have a half day, and the public schools go all day, then drivers will be assigned from the day trip list. These buses will take home students on runs similar to the after school activity runs.

If special circumstances arise and the above guidelines are not adequate, then a management representative and a union representative will meet to reach a mutual agreement.

IV. CLARIFICATION OF ATHLETIC TRIP GUIDELINES

Definitions:

Athletic Runs and Field Trips:

[These] are runs during the 10 month school year starting the first day of school and ending on the last scheduled public school day in June. These trips are driven Monday through Sunday (seven days per week).

Overtime for Athletic Runs and Field Trips:

Will be paid in accordance with the contract. Hours worked between the completion of the employee's designated afternoon working shift and 5:00 p.m. will be paid at straight time unless the driver has worked eight (8) hours prior to shift completion.

Day Time Trips:

Are runs scheduled during the 10-month school year, Monday through Friday, on an in-session district school day, which are completed prior to the end of the normal school day, excluding BCS hours.

Regulations:

1. When athletic trips and field trips start on the first day of school, trips are assigned by seniority in chronological order of trips to those drivers who signed the sheet or cards for athletic runs and/or field trips. After the first time of an assigned run, trips are then assigned to equalize hours of trips of drivers.
2. An athletic driver is guaranteed two (2) hours minimum pay for a trip. If the team does not go on a scheduled trip, that athletic driver will be paid two (2) hours pay and charged for that trip amount. A driver is guaranteed one (1) hour's minimum pay for a day time field trip.

APPENDIX D. STATEMENTS OF CLARIFICATION (continued)

3. A driver who reports on time for a Saturday athletic trip where the trip does not take place and the driver was not notified in advance that the trip was canceled or would not take place will be paid for 2½ hours.
4. If a driver does not work on Friday afternoon or on the last scheduled afternoon work day, the driver cannot do an athletic run and will be charged the hours of that trip.

This includes Saturdays and Sundays, holidays and vacation periods. This also applies to a person on a leave of absence.
5. A driver who fails to show up for an assigned trip after accepting that trip, shall be charged with those trip hours. As penalty, that driver shall be charged the next trip assignment hours and shall not be allowed to take that trip assignment (a no show only).
6. A driver who refuses two (2) consecutive athletic runs or two (2) consecutive day trip list assignments, providing the two (2) working days notice is given, will be assigned a third trip in rotation and will be charged those hours and will not be able to take that trip.
7. If the athletic department reschedules a trip, the original trip will be canceled and the trip to be rescheduled will be considered a new trip. The driver of the original trip will be canceled and will not be charged the hours.
8. Future guidelines may be added following the vote of the drivers with mutual acceptance of management and the union.

Trading of Runs

1. When the athletic trip sheet is posted on Thursday and Friday for the following week, drivers are allowed to trade an athletic run with another driver who also has been assigned an athletic run for the same scheduled work week.
2. Drivers are allowed to trade one (1) time per trip per week.
3. The letter "T" (for trade) will be used when two (2) drivers exchange trips.
4. When two (2) drivers trade an athletic run, they will notify dispatch personnel. No driver will write on any posted trip sheet.
5. Emergency trading of runs is also recognized during the week of the athletic runs.
6. Drivers are allowed to trade runs assigned after Friday or during the work week with another driver providing the trade is made within the 24 hour period of notification of the trip assignment.
7. A driver who is asked to do an athletic run during the work week has to have two (2) working days notice. There will be no charging of hours if a driver refuses when that notice has not been given.

For the purpose of the athletic trip, a working day shall be defined as the employee's working shift and shall constitute two (2) designated morning shifts and two (2) designated afternoon shifts. The shift in which the offer is made to the employee shall be considered as the first working shift. A total of four (4) designated shifts will be considered as two (2) working days. If the trip rotation offered occurs after the completion of the employee's designated morning shift, that offer shall be considered as beginning with the employee's designated afternoon shift.

8. A driver who has jury duty and who has been assigned an athletic run for that time period shall have that athletic run canceled and will be rescheduled for a future trip. The original athletic trip will be assigned to the next lowest driver in hours.

APPENDIX D, STATEMENTS OF CLARIFICATION (continued)

9. A driver who has a scheduled class for Oakland Schools for bus driver training/schooling and has been assigned an athletic run can be rescheduled and replaced, or may trade if possible. This shall also apply to a driver assisting management with union related matters; e.g., negotiations, guidelines, handbook, committees.
10. Compassion for a driver who has a scheduled athletic run and who has a life-threatening situation, serious illness, hospitalization or funeral of the immediate family (immediate family as defined in the contract) will not be charged hours and will be replaced for that trip.
11. The cut-off point of trading of athletic runs is the Friday before May 10. This gives the scheduler time to equalize hours of athletic drivers.
12. Trades may be authorized over the radio, with confirmation made by dispatch personnel.
13. The above trading guidelines shall also apply to all scheduled noon runs for the daytime list.
14. The above trading guidelines shall also apply to day time field trip drivers, providing the trade is made between drivers within the same school as the trip.

Summer Trips

1. Trips are assigned to drivers who sign the posted summer work sheets, first by seniority and then by rotation to equalize hours.
2. Trading will be allowed when the trip sheet is posted prior to the last scheduled working day of the regular school year.

Emergency Trading

1. Shall be by mutual agreement of management and the union steward, or designated representatives for either party.

Other

1. While driving on an athletic trip, under no circumstances, is a driver who takes these runs allowed to have any unauthorized person(s) with them. This would include any family members, guests, or friends.
2. When two (2) or more busses go to the same event, it is permissible for the drivers to take one (1) bus to an area restaurant, within three (3) miles of that activity, providing the drivers believe it is safe to leave the other bus(es) unattended at the site of the event.

APPENDIX E DOMESTIC PARTNERS

Definition of Health Care Coverage

Health care coverage shall include the following insurance plan coverage:

- Hospital-Surgical-Medical Benefits

Eligibility Criteria

A same sex domestic partner relationship is defined as a relationship between two individuals who meet ALL of the following criteria:

- Are the same sex
- Have shared a continuous committed relationship with each other for not less than twelve (12) consecutive months, intend to do so indefinitely and have no such relationship with any other person or persons.
- Are jointly responsible for each other's welfare and financial obligations.
- Have resided in the same household and intend to continue to reside together indefinitely and maintain no permanent separate households.
- Are not related by blood to a degree of kinship that would prevent marriage from being recognized under the laws of the State of Michigan.
- Each is over age 18, or legal age, and is legally competent to enter into a legal contract.
- Neither is married to a third party.
- A signed and notarized affidavit will be required to confirm conformity with the eligibility as outlined above (obtained from the district's benefits office).
- A same-sex domestic partner must be covered under the health care plans in order to have the same-sex domestic partner's legally dependent children covered under the plans. (The only exception to this is if the same-sex domestic partner dies. In such cases, the employee must show evidence of being the children's legal guardian to continue coverage. Appropriate legal documentation must be provided).
- Employees with same-sex domestic partners cannot participate in the Dependent Care Reimbursement Account to pay for day care costs related to the domestic partner's children per IRS regulations.
- Current retirees are no longer employees of Birmingham Public Schools and are not eligible for health benefits through Birmingham Public Schools. Active employees, who retire while covering a same-sex domestic partner and/or that domestic partner's eligible dependent children, must to contact the state retirement agency, the Michigan Public Schools Employees Retirement System (MPERS) regarding any desire to continue coverage of their same-sex partner and or the same-sex partner's eligible dependent children. Birmingham Public Schools has no role in such a process and does not assume any obligation to do so under any of its policies, procedures or under any terms in the bargaining unit contract.
- In addition to the signed and notarized affidavit, the employee who claims initial and continued eligibility for a same-sex domestic partner and/or for the eligible dependent children of a same-sex domestic partner, shall furnish whatever documentation that the district requests to substantiate the claimed eligibility of the dependent, such as IRS Form 1040. Refusal or failure to provide such documentation when requested to do so, shall result in denial or withdrawal of eligibility of such dependents.

Enrollment and Confidentiality

Birmingham Public Schools will keep records containing domestic partner information confidential to the extent permitted by law.

Taxability

State and/or federal law does not recognize same-sex domestic partners as legal "spouses". Therefore, the value of the health care coverage is subject income tax and FICA taxes and will be reported as imputed income on the employee's W-2 Form. The same-sex domestic partner may, however, qualify as an IRS "eligible dependent" if more than half of the partner's support for the year comes from the employee, the partner earns less than the IRS exemption amount and the partner is a member of the household maintained and occupied by the employee. An employee who

Appendix F – Domestic Partners (continued)

believes her or his situation meets these qualifications should verify this with a competent attorney, at her or his own expense. The district assumes no tax responsibility or tax liability for the veracity or continuing veracity of the statements contained in this section, taxability, and no employee should rely on information contained herein as being definitive on this subject. An employee's same-sex domestic partner's children may be eligible for coverage if they meet the dependent requirements under Section 151 and 152 of the IRS Code. The employee must submit competent legal documentation, at his or her own expense, that the children meet these requirements.

Termination of Domestic Partner Relationship

Employees will be required to submit and "Affidavit for Termination of Domestic Partner Benefits" (obtained from the district's benefits office) if the partnership ends, has ended or if the partner dies. The employee will be liable for her or his failure to provide this documentation within two weeks of the termination of the relationship for the costs of any premium paid by the district or for any benefit services received by the domestic partner or the partner's children after they are no longer eligible to be covered. Benefit eligibility for the same-sex domestic partner will cease upon the same-sex domestic partner's death or upon the date the same-sex partner relationship ends, as stated on the "Affidavit for Termination of Domestic Partner Benefits".

Addition of a New Same-Sex Domestic Partner

In the event that an employee chooses to delete a same-sex domestic partner from her or his coverage s/he shall not be eligible to add a new domestic partner until twelve (12) months have elapsed since the deletion of the former same-sex domestic partner and must satisfy ALL of the eligibility requirements set forth above.

COBRA or COBRA Like Continuation Coverage Benefits

Because COBRA does not require that an employer provide continuation coverage benefits to persons other than employees, their spouses, and dependents who were participants in the health plan, the district does not offer COBRA or any other such continuation coverage benefits to same-sex domestic partners. Oral representations that may be made by any administrator or other person who might be or could be considered to have the authority to make such representations must be considered by the employee who signs this document and by the same-sex domestic partner as misrepresentations and cannot be relied upon to circumvent the plain language in this section of this document.

Coverage Limited to Same-Sex Domestic Partners

This coverage is limited to same-sex domestic partners. It is part of a negotiated bargaining unit contractual agreement and is based upon the fact that this group does not have the legal option to marry. Should the laws regarding the legality of same-sex domestic partner marriages or some form of state recognized union, the provisions in this contract that permit same-sex domestic partner benefits shall become null and void and the same-sex domestic partners shall be required to be married or enter into state-recognized unions in order for the same-sex domestic partner who is not an employee and/or her or his eligible dependent children to continue to be covered under the district's benefits plans.

APPENDIX F

RECOGNIZED CONTROLLED SUBSTANCES
AND TESTING CUTOFF LEVELS

SUBSTANCE	SCREENING LEVEL	CONFIRMATION LEVEL
Amphetamines Inc.: Benzedrine, biphetamines, dexedrine, synatan, appetrol, methedrine and desoxyn	1000 NG/ml	Amphetamine 500 NG/ml Methamphetamine 500 NG/ml
Cocaine Inc.: Coke, free base, and crack	300 NG/ml	Metabolites 150 NG/ml Benzayl Ecgonine
Marijuana Inc.: pot, smoke, has Hashish oil, and Tai sticks	50 NG/ml	Metabolite 15 NG/ml Delta-9- Tetrahydrocannabinol
Opiates Inc.: morphine, codeine, heroin, methadone, meperidine, demerol, darvon, darvocet, tylenol 3 or 4, dilaudid, percodan, and percocet	300 NG/ml	25 NG/ml if immunoassay for free-morphine 300 NG/ml Morphine 300 NG/ml Codeine
Phencyclidine a/k/a: Angel dust, rocket fuel, Krystal joints, super kooks, sherms, mint weed cluster	25 NG/ml	Metabolite 25 NG/ml

ADDENDUM: HEALTH BENEFITS PROVISION FOR THE 2005-2008 PLAN YEARS

The parties also agree that for each of the premium years 2005-06, 2006-07, and 2007-08 the language in Article XXIV, Section A, of the current contract (2004-2006), regarding hospital-medical-surgical benefits (hereinafter, "health benefits"), including the provisions for flexible spending accounts (aka, "cash accounts") and the provisions for the annual 4% cap on the increase in the amount that the board contributes to the cash accounts, shall continue in effect. For each year of the three years of the agreement, 2005-06, 2006-07 and 2007-08, the Board agrees to increase the amount of cash accounts for employees who elect BCBS Plans to cover the increase in the cost of health premiums for those years.

For each of those years, the cost to the individual employee will be fixed and each employee will pay the following amounts for the three premium years:

Traditional: single subscribers - \$475, two-person - \$1,763 & full family - \$3,201.
PPO 1: single subscribers - \$0, two-person - \$0 & full family - \$608.
PPO 2: single subscribers - \$0, two-person - \$0 & full family - \$704.
PPO 3: single subscribers - \$0, two-person - \$0 & full family - \$20.

At the conclusion of the health benefits premiums payment period for 2007-08, in June 2008, the Board shall return to increasing future cash account amounts by 4% above the previous year. Payments for all new, future, health premium (beginning with the 2008-09 premium year) increases above the 4% cash account increases shall be borne by each individual employee. The parties acknowledge that if they agree upon different arrangements regarding the provision of health benefits in Article XXIV, Section A, during negotiations on a successor collective bargaining agreement for 2008, those different arrangements shall replace the language in this paragraph, beginning with the 2008-09 premium year.

Cash accounts for 2008-09 will be adjusted to the amount where the majority of employees were in 2007-08 + 4%.

04-08 K 11-30-05//Pr/Contract. 1860 End.