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AGREEMENT

between the

BIRMINGHAM BOARD OF EDUCATION

and

COUNCIL NO. 25, LOCAL UNION NO. 1917  
AMERICAN FEDERATION OF STATE, COUNTY,  
and MUNICIPAL EMPLOYEES, AFL-CIO

63010  
12 31 2007  
AFSCME AFL-CIO  
X

2004-2007

Birmingham, Michigan

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## AGREEMENT

This Agreement is made this 1<sup>st</sup> day of January, 2004, between the School District of the City of Birmingham of Oakland County, Michigan, (hereinafter referred to as the "EMPLOYER"), and the Birmingham Supervisors Chapter of Local 1917 affiliated with Council No. 25 and chartered by the American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "UNION") 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 6<sup>th</sup> day of September, 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 high quality service, oriented to the community.
- C. To these ends, the Employer and the Union encourage to the fullest degree that friendly and cooperative relations be conducted between the respective representatives at all levels and among all employees.

ARTICLE II  
RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative, as defined in Act 379, Michigan Public Acts of 1965, for all Facility Supervisors; Maintenance Supervisors; Supervisor of Fleet Maintenance; Supervisor of Transportation; and Dispatch Supervisor; excluding all other employees as set forth in Certification No. R68 D-134, September 5, 1969.

ARTICLE III  
UNION SECURITY

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that 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 which is achieved by tendering the uniformly required union dues and initiation fees.
- 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, 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 III, herein 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, promoted, 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 for the duration of this Agreement, on or before the thirtieth (30th) day following their transfer, promotion, 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.
- E. It is further agreed between the parties that in no way shall the Employer be liable for uncollected service fee payments from employees not authorizing a payroll deduction for said service fee.
- 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 III.

Article III - Union Security (continued)

G. Dues Check Off.

1. The Employer agrees to deduct the Union membership initiation fee, and once each month, dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer by the 20th of the succeeding month, after such deductions are made.
2. The Employer shall not be liable for any errors or losses in the administration of this provision unless it is shown that the Employer was negligent in the care and handling of the monies involved.
3. The following authorization forms shall be used for check off:

American Federation of State, County, and Municipal Employees, AFL-CIO Council 25 and its affiliate Birmingham Supervisors Chapter of Local Union 1917

1. 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  
Date

each \_\_\_\_\_ month to be paid over to the Treasurer of the Union. The amount deducted  
Payroll Period

shall be based upon the regular monthly dues of the Union, as per Article III of this Agreement. amount sufficient to provide for the regular payment of the current rate of monthly union dues established by AFSCME Local Union \_\_ Council No. \_\_. The amount shall be certified by Local Union \_\_ Council No. \_\_ and any change in such amount shall be so certified. The amount deducted shall be paid to the Treasurer of Local Union \_\_\_\_ Council No. \_\_\_\_ AFSCME. This authorization shall remain in effect unless terminated by me during the two week period \_\_\_\_\_ to \_\_\_\_\_ of any year.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City and State

2. 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 III of this Agreement.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City and State

ARTICLE IV

STEWARDS AND UNION REPRESENTATION

A. The employees shall be represented by stewards in the following manner:

|   |  |
|---|--|
| One (1) Union steward shall service all | M-2 and M-3 Facility Supervisors   |
| One (1) Union steward shall service all | M-4 Facility Supervisors   |
| One (1) Union steward shall service all | Supervisor of Fleet Maintenance,<br>Supervisor of Transportation,<br>Dispatch Supervisor, and<br>Maintenance Supervisors |

The Union's Chief Steward will be temporarily recognized by the Employer only when he/she is substituting for a steward or other Union representative who is absent from work, and the time limits of Article VI or the urgency of other matters in which he/she may be involved requires it.

- B. The names of all stewards shall be furnished in writing to the Employer promptly, and such notification shall be within the five (5) work days immediately following their appointment or election. No steward shall be recognized by the Employer or act on behalf of the Union until the Employer has been so notified.
- C. 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 shall advise their immediate supervisor. Approval for the steward to leave his/her job assignment for a reasonable period of time to complete his/her Union business will not be unnecessarily 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.
- D. 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 Employee 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.

ARTICLE V

EMPLOYER RIGHTS

- 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 and 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;

Article VI - Grievance Procedure and Arbitration (continued)

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 VI

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 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. 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 or one (1) designated member of a group of employees having a complaint may present, or have his/her steward present, the complaint to his/her supervisor and request a meeting on the complaint which shall be held within the next three (3) working days. The parties shall make a sincere attempt to resolve the matter informally at this meeting. A memorandum of this meeting shall be prepared, dated, and initialed by the parties with each receiving a copy.

If the matter is not resolved at this meeting or the employee desires, the complaint shall be reduced to writing and be presented to the supervisor within the next two (2) working days, and the supervisor shall have the next two (2) working days to render his/her written disposition.

The parties agree that a Step 1 grievance should be filed as promptly as possible but shall be filed within the eight (8) working days that immediately follow the event or condition that is the subject or basis of the grievance, or within the eight (8) working days from which he/she has knowledge of such event or condition.

Step 2

A grievance submitted to Step 2 shall be presented to the Department Head within the three (3) working days immediately following receipt of the Step 1 written disposition. A meeting shall be held on the grievance within the next three (3) working days and shall be attended by the employee and his/her steward. The Department Head's written disposition shall be rendered within the next three (3) working days.

Step 3

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

Step 4 - Arbitration

If the grievance is still unresolved, either party may, within fifteen (15) working days after the Step 3 disposition, and by written notice to the other party, request arbitration.



## Article VI - Grievance Procedure and Arbitration (continued)

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 five (5) working days. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator so selected will hear the matter promptly and will issue his/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. The time limits set forth above in Steps 1 through 4 may be extended in writing for good cause shown or mutual consent of the parties. Time limits set forth herein or agreed upon shall be considered as substantive, and failure to conform to them shall mean default by the party failing to conform.

## ARTICLE VII

### NO STRIKE CLAUSE

- A. The Union agrees that it and all employees shall not authorize, sanction, condone, or participate in any strike. Strike shall mean the concerted failure to report for duty, an unusual pattern of absences or mass absences, 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 violation of this Article, the Union will forthwith inform the employees involved their conduct is in violation of this Agreement and to immediately cease and desist from engaging in any activity prohibited by this Article.
- C. There shall be no liability for damages on the part of the Union if it promptly and reasonably takes such action as indicated herein.
- D. The parties agree an employee who commits any violation of this Article may be disciplined.

## ARTICLE VIII

### WORKING HOURS AND OVERTIME

- A. It is understood and agreed that the regular work week of all employees shall consist of a forty (40) hour week to be worked in five (5) eight (8) hour days, exclusive of meal periods. This provision is not to be construed, however, as either a guaranteed minimum or maximum work day or work week.
- 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, but there shall be no pyramiding.
- C. It is understood by the parties 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.

## Article VI - Working Hours And Overtime (continued)

- D. Except for those employees assigned to check buildings on Sundays, 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 XX. Employees assigned to check buildings on weekends shall receive time and one-half (1.5) their straight time hourly rate.
- E. An employee who is called back to work due to an emergency, or other urgent reason after having completed his/her scheduled work day, or on a Saturday, Sunday, or a holiday shall receive a minimum of two (2) hours work or pay at double time his/her regular straight time hourly rate.
- F. An employee reporting for work 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.
- G. Custodial staffing requirements for major weekend and/or holiday activities such as P.T.A. fair, an open house, a school's community education program, etc., conducted in a school building, shall be reviewed and decided on with the appropriate facility supervisor, subject to final approval by the director of physical plant or designee.

## ARTICLE IX

### LEAVES OF ABSENCE

- A. Sick Leave. All employees are entitled to a leave of absence in cases of protracted illness. The employee 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 placed in a position comparable to the type of work and wages of the classification which he/she left. 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. Such employee shall be given the opportunity to work in another job classification if he/she is capable of performing such job.
- B. Educational Leave. Employees may be granted a leave of absence 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 unduly interfere with the orderly performance of work or functions of the schools.
- C. Military Leave. 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.

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. An employee who becomes pregnant must notify in writing her immediate supervisor and Personnel Relations Department promptly, but in no event later than seven (7) days after medical confirmation of such pregnancy. Such notification shall include a statement from her physician verifying the fact that she is pregnant and giving the estimated date of birth.
  - 2. Periodic statements from the employee's physician setting forth the employee's well-being and ability to perform all the employee's normal and regular job duties and functions shall be required. Such statements are necessary, at least monthly commencing with the employee's sixth (6th) month of pregnancy.

Article IX - Leaves of Absence (continued)

3. A pregnant employee shall be permitted to continue working provided the employee's physician certifies the employee is physically well enough to work and can efficiently perform all normal and regular job duties and functions and does not create or present an occupational risk.
  4. Additionally, if an employee seeks to work beyond the seventh (7th) month of pregnancy, a written waiver of liability shall be necessary saving the Employer harmless from any Workers' Compensation claims relating to the pregnancy or claims by the unborn child and/or by the employee's husband.
  5. The employee shall submit a written request for a maternity leave to the Employer 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.
  6. The maternity leave shall be through the post-natal examination.
  7. Before returning to work, the employee must be certified by the employee's physician as ready and able to return to a full work assignment.
  8. A maternity leave of absence is subject to the review and approval of an Employer appointed physician. If a difference of medical opinion arises relative to the employee's employment while pregnant or the maternity leave or 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. Also, because of the sensitive, unique, and medical nature of all matters and considerations applicable to a maternity leave and a pregnant employee, pertinent discussions and disputes shall not be subject to the grievance procedure, set forth in Article VI.
- E. 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. 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.
- Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed one (1) year, but it may be renewed upon application.
- F. Reasonable Purpose. Leaves of absence for a limited period not to exceed thirty (30) days may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period. Reasonable purpose in each case shall be mutually agreed upon by the Union and the Employer.
- G. All employees granted a leave of absence for one (1) month or more shall notify the Employer of their intent to return to work within five (5) days of the expiration date of the leave of absence.
- H. Application for Leave.
1. Any request for a leave of absence shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time the employee desires.
  2. Authorization for a leave of absence shall be furnished to the employee by the 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.

Article IX - Leaves of Absence (continued)

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, or a comparable position, they held at the time the leave of absence was requested. However, if an 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.
- I. A temporary vacancy due to a leave of absence exceeding four (4) consecutive work weeks granted to an M-2 facility supervisor will be offered to the most senior M-3 facility supervisor requesting it. Likewise, the above procedure will apply when a M-3 facility supervisor is on such a leave of absence and the most senior elementary facility supervisor requests such a temporary assignment.

ARTICLE X

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 probationary period may be extended by mutual agreement of the parties.

ARTICLE XI

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 defined as a change to a permanent opening in the same classification, e.g., to another building.
- C. Whenever a vacancy in a position occurs, which position shall be considered to be a promotion within the meaning of Section A, 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. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for five (5) work days. Seniority shall be the governing factor if the employees applying or "bidding" have the qualifications necessary to perform the job.

The possession of the necessary qualifications as established, or lack of possession of same, by any applying or bidding employee shall be exclusively and solely determined by the Employer. In the event that additional qualifications are established, the Union will be informed.

Article XI - Promotions and Transfers (continued)

In the event a dispute arises as to whether or not an employee meets the qualifications for a promotion, a competent individual will be selected by the parties involved to give an advisory opinion on the matter. The cost of such opinion will be paid equally by the Employer and the Union. The parties agree to give substantial weight to the advisory opinion to resolve the employee's dispute. The advisors shall not be school board members or employees.

- D. Any employee desiring a transfer within the meaning of Section B shall submit his/her request in writing to the Department Head. The employee shall send a copy to the Union Secretary. Such request must set forth the details of the transfer sought. An employee may have a maximum of three (3) transfer requests on file at any one time. Also, an employee shall be allowed to exercise a transfer, as set forth hereunder, once every twelve (12) months, measured from the date of his/her most recent transfer. Normally, a transfer request currently on file will be granted before a permanent vacancy is posted. A probationary employee, by agreement of the parties, shall not be eligible for transfers. It is agreed the Department Head maintains the right to initiate transfers he/she deems necessary, and this right will not be abused.
- E. For filling vacancies, the successful bidder shall be granted a 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 reasons must be given to him. During the trial period, the employee may request to be returned to his/her former job, and such request shall be granted to him. In the case of promotions, the trial period shall be for nine (9) weeks.
- F. Any employee working above his/her job classification for three (3) days or more shall receive the higher pay for all time worked in such higher job classification. If an employee works below his/her job classification, he/she shall still receive the pay of his/her regular classification.

ARTICLE XII

SENIORITY

- A. Seniority is one of the prime factors in determining the following working conditions for employees covered by this Agreement and as provided for by its terms in the following categories:

|           |           |                    |
|-----------|-----------|--------------------|
| Vacations | Transfers | Promotions         |
| Demotions | Overtime  | Reduction in Force |

An employee shall acquire seniority after he/she has completed his/her probationary period.

- B. 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.
  - 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 of absence, unless it is due to reasons satisfactory to the Employer.
  - 6. If he/she is on layoff for a period exceeding two (2) years.
  - 7. If he/she deliberately falsifies his/her employment application or a leave of absence application.

Article XII- Seniority (continued)

- C. Each six (6) months the Employer shall furnish the Union Secretary an up-to-date seniority list. It shall contain each employee's name, his/her current permanent classification and the seniority dates provided for in Section D. below. An alleged error in the seniority list shall promptly be brought to the attention of the Employer.

No changes shall be made in the seniority list after it has been issued for fifteen (15) or more days.

- D. Seniority shall be computed and applied as hereinafter provided, first within the classification, then occupational group, and finally on the bargaining unit basis.

The total time since his/her most recent date of hire with the Employer shall be used to determine an otherwise eligible employee's vacation and terminal leave pay.

- E. Layoffs. Reduction in the work force shall be affected through the following procedures:

1. Probationary employees in the affected classification shall be terminated.
2. The necessary number of least senior employees shall be removed from the affected classification.
3. Any least senior employee so removed shall be able to exercise seniority rights to bump:
  - a. Into any classification on a bargaining unit wide basis in which he/she is qualified because said classification is sequenced according to the Occupational Groups diagram set forth in Section G., or
  - b. Because said employee has previously satisfactorily held a job in said other classification, or
  - c. Any other classification to which his/her seniority entitles him/her where he/she can satisfactorily meet the standards and perform the duties of the classification without a trial period.
4. With the approval of the Employer, an employee who has bumping rights as set forth in Section E., Subsection 3. above, shall have the right either to exercise the bump or to accept the layoff until recalled. He/she shall sign a waiver to this effect.
5. The least senior employees who remain unplaced after the reduction in the required classifications and bumping is completed shall be laid off.
6. The above layoff procedure does not apply to the normal reduction of work force during the time school is not in session.
7. No employee shall be allowed to advance to a higher rated classification by the operation of this Section. No employee shall be allowed to bump into the Cafeteria Occupational Group by virtue of the operation of Section E.

- F. The Employer, except in those cases which are beyond its control, will give an employee who is to be laid off a two (2) week notice of such layoff. If an employee's job is eliminated, he/she shall be able to exercise his/her seniority within his/her classification or downward to a position he/she is qualified to perform.

Recall shall be in the reverse order of layoff, provided that a recalled employee must possess the ability to perform the work of the classification he/she is recalled to without training.

In the event of temporary layoffs due to acts or occurrences not initiated or controlled by the Employer, the employees immediately affected may be laid off for a period not to exceed one (1) week. If a temporary layoff exceeds one (1) week, the layoff shall thereupon be made in conformity with the provisions set forth above.

Article XII - Seniority (continued)

G. OCCUPATIONAL GROUPS

GROUP I

Transportation/Maintenance

Maintenance Supervisor  
Supervisor of Transportation

Supervisor of Fleet Maintenance  
Dispatch Supervisor

GROUP II <sup>1</sup>

Custodian

Facility Supervisor - M-2

Facility Supervisor - M-3

Facility Supervisor - M-4

ARTICLE XIII

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 VI.

ARTICLE XIV

DISCIPLINE

- A. Employer Right to Discipline. The Employer shall have the right to discipline, suspend, or discharge an employee for proper cause.
- B. Notice & Union Representation. 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 Union President will also be sent a copy of this notice.
- C. Employer Option to Suspend Pending Decision. If the Employer determines that there is 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 suspension rather than a discharge, any days he/she is to be suspended will be counted in the total number of days of his/her discipline.

<sup>1</sup> Definitions:

- 1. A Level M-2 and M-5 facility shall be one consisting of 175,000 + of regularly assigned cleanable square footage.
- 2. A Level M-3 and M-6 facility shall be one consisting of above 75,000 to of 175,000 regularly assigned cleanable square footage.
- 3. A Level M-4 facility shall be one consisting of less than 75,000 of regularly assigned cleanable square footage (R.A.C.S.F.).

Article XIV - Discipline (continued)

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

D. Terminations and Demotions -- Based On Performance.

1. Before a supervisory employee may be terminated or demoted for performance, the Employer shall offer reasonable assistance and shall counsel with the supervisory employee to attempt to correct the performance inadequacies that give rise to the reasons for the contemplated termination or demotion.
  - a. The Employer's representative will hold a conference with the supervisory employee to outline and discuss the identified inadequacies and provide suggestions on how he or she can improve the performance to a level that will keep him or her from being terminated or demoted.
  - b. If the supervisory employee does not correct his or her inadequate performance, the Employer will issue a formal written warning specifying the inadequacies. The supervisory employee will be given four (4) months to correct the stated inadequacies.
  - c. If the performance inadequacies are not corrected by the end of the four (4) month period, the Employer will hold a second conference with the supervisory employee to make a formal review of the performance and provide him or her with a written statement summarizing the performance.
2. At the conclusion of the conference, in subsection c., immediately above, the Employer may give the supervisory employee written notice that a recommendation will be made that she or he will be demoted or that his or her services will immediately terminated.
3. A supervisory employee who is terminated or demoted under the provisions of this section, who chooses to contest the discipline, may do so in accordance with the provisions of contract Article VI, beginning with Section C, Step 3, and must initiate the grievance within five (5) working days of being given notice of the termination or demotion.
4. The provisions of this section on performance shall not be in effect for a supervisory employee who is terminated or demoted for misconduct. If such an employee chooses to contest a termination or demotion for reasons other than performance, it shall be done in accordance with the provisions of contract Article VI.
5. If a supervisory employee is demoted, the Board will reassign the supervisory employee to the first permanent vacant position in a lower classification for which she or he is qualified.

E. This Article and Article VI shall not be applicable to a probationary employee.

ARTICLE XV

JURY DUTY

An employee who has acquired seniority and who is summoned and reports for jury duty as prescribed by applicable law shall be paid the difference between the fee he/she receives for such service and the amount of straight time earnings lost by him for such service up to a limit of eight (8) hours per day and forty (40) hours per week. If the time required for such service on any one day is four (4) hours or less, the employee will be required to return to work for the remainder of the day to his/her regular duties with the Employer. Such compensation shall be payable only if the employee (1) gives the Employer prior notice of call for such service, and (2) presents proper written evidence as to the service performed and the fee received.



ARTICLE XVI

SICK LEAVE

- A. See Appendix D for language regarding sick leave, personal business and vacation.
- B. Members of the custodial, maintenance, and transportation staff assigned to first shift will normally notify their immediate supervisor before 7:00 a.m. of any day on which they shall be absent. Second shift custodial, maintenance, and transportation staff will normally notify their immediate supervisor before 2:00 p.m. of any day which they shall be absent.

ARTICLE XVII

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 ten (10) consecutive years by 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 System. An employee who qualifies for terminal pay shall receive \$3,000 after ten (10) years of service, \$4,500 after fifteen (15) years of service, and then \$300 per year for the next fifteen (15) years 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 ten (10) 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 the receipt of retirement payments from the Michigan Public School Employees' Retirement System.

Terminal Leave Pay (+) Pay for Unused Sick Days

| <u>Years of Service</u> | <u>Amount of Terminal Pay (A)</u> | <u>Maximum Pay for Unused Sick Leave Days (B)<sup>2</sup></u> | <u>Maximum Total Dollar Pay out, a Combination of (A) + (B)</u> |
|-------------------------|-----------------------------------|---|---|
| 10-14                   | \$ 3,000                          | up to \$ 5,400  | \$ 5,400  |
| 15                      | \$ 4,500                          | 2,900   | 7,400   |
| 16                      | 4,800                             | 2,800   | 7,600   |
| 17                      | 5,100                             | 2,700   | 7,800   |
| 18                      | 5,400                             | 2,600   | 8,000   |
| 19                      | 5,700                             | 2,500   | 8,200   |
| 20                      | 6,000                             | 2,400   | 8,400   |
| 21                      | 6,300                             | 2,200   | 8,500   |
| 22                      | 6,600                             | 2,000   | 8,600   |
| 23                      | 6,900                             | 1,800   | 8,700   |
| 24                      | 7,200                             | 1,600   | 8,800   |
| 25                      | 7,500                             | 1,400   | 8,900   |
| 26                      | 7,800                             | 1,200   | 9,000   |
| 27                      | 8,100                             | 1,000   | 9,100   |
| 28                      | 8,400                             | 1,000   | 9,400   |
| 29                      | 8,700                             | 1,000   | 9,700   |
| 30                      | 9,000                             | 1,000   | 10,000  |

<sup>2</sup> An employee is paid only for the days actually earned, up to a maximum of \$5,400 from 10 - 14 years.

Article XVII - Terminal Leave Pay (continued)

- 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 verify the service and forward the results to the employee and to the Assistant Superintendent for Business Services. 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 System.

- D. Regular part time employees will be able to participate under this Article on a pro-rata basis. The length of the working day and the length of the service year shall be the basis for pro-ration.
- E. Pay for unused sick leave days: Each employee with a minimum of five (5) years service in the district and a minimum of thirty (30) accumulated sick leave days shall upon voluntary resignation from the district receive payment of thirty dollars (\$30) for each accumulated day up to a maximum of one hundred eighty days. Effective with 15 years of service or more, the maximum pay out for unused sick leave days is contained in column (A) in the above chart.

ARTICLE XVIII

VACATIONS WITH PAY

- A. See Appendix D for language regarding sick leave, personal business and vacation.

ARTICLE XIX

WORKERS' COMPENSATION

Any employee who is absent because of an injury or disease compensable under the Workers' Disability Compensation Act (Michigan Public Act 317 of 1969 as amended) shall receive from the Employer, for a maximum of ten (10) weeks for his or her same compensable injury or disease, the difference between the Workers Compensation benefits payment prescribed by law and his/her regular salary before the injury or disease. Thereafter, to the extent and until such time as the employee shall have exhausted his/her sick leave days allowance provided for in Article XVI, 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. In accordance with the Employer's current and established practice, as long as he employee continues to receive full pay, as hereunder provided, he/she will also continue to be provided with his or her insurance coverages set forth in detail in Article XXI.

ARTICLE XX

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.

Article XX - Holidays (continued)

- D. Employees called into work or assigned building checks 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, as requested by the board.

|                  |                  |                        |
|------------------|------------------|------------------------|
| 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            |

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

ARTICLE XXI

INSURANCE BENEFITS PROGRAM

A. Employee Benefits Program

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

1. 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 2002 will be given a flex account in one of the following amounts for each calendar year

- (1) for electing no health benefits, \$ 1,600<sup>3</sup>
- (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 cash payment or as a tax deferred annuity (TDA). An employee election option (1) may also use part or all of that amount to purchase other available cafeteria plan benefits as provided for by 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.

Article XXI- Insurance Benefits Program

<sup>3</sup> \*This refers to the cash amount in Article XXI, Section A.6. In future years the amount in option (1) will be \$500 plus the amount of the difference between the higher cost traditional and the lower cost HMO premiums at option (4). This amount will not drop below \$1,400 nor rise above \$1,600 in any one 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. If a different carrier(s) is selected, the new carrier(s) shall provide the same level of benefits as previously provided.

- a. A traditional plan or PPO or
  - b. A health maintenance organization (HMO)
2. Coverage for new employees shall commence the 1st of the month following the date of hire.
  3. The parties agree that the Board has no obligation to provide hospital-surgical-medical insurance coverage to either the spouse 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. 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.
  5. The Employer may change to another carrier providing comparable benefits and coverages.
  6. Option to Hospital-Surgical-Medical Insurance

For the duration of this Agreement, an otherwise eligible employee, who is not covered by the application of Article XXI, A.1 above shall be granted the option of receiving a yearly stipend of up to \$1,600 as provided in Article XXI, Section A.1, option (1), instead of being provided hospital-surgical medical coverage in accordance with the terms of the Agreement. The employee may elect to take all or part of this stipend as a tax deferred annuity (TDA) contribution instead of cash, as paid by the district.

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 XXI, A.1., above, and the other shall choose this option.

This section, above, 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 XXI, A.1.

7. The parties agree to participate on a joint committee that will consider hospitalization insurance costs, alternative coverages, variation in carriers and other matters.
8. Eligible employees hired on or after October 19, 1994 who choose health coverage, whose straight time hours are 37.5 per week or more, shall have their health premium paid by the board. All such employees whose straight time work schedules are for fewer than 37.5 hours per week but more than 27 hours, shall pay one quarter (1/4) the monthly premium. This paragraph shall not apply to employees hired before that date.

### B. Life Insurance

The Employer shall provide all permanent 12 month employees working their full time schedules with \$45,000 of group term life the following group term life insurance, including accidental death and dismemberment coverage.

### C. Long Term Disability Plan

Effective when the Employer arranges this coverage with an insurance carrier and for the term of this Agreement, 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.

### Article XXI- Insurance Benefits Program (continued)

The maximum long term disability benefits provided under this coverage, based on the insurance carrier's policies, procedures and practices, will provide 66-2/3 % of the employee's straight time monthly earnings in effect at the time becoming totally disabled, (up to a maximum of \$2,000 per month), commencing 180 days after the date the employee becomes totally disabled and continues until the employee is able to return to work, attain age 65, is no longer totally disabled, or dies, whichever occurs first.

The employee's straight time monthly earnings shall be computed by dividing their regular straight time annual earnings by 12 months. Further, the amount of monthly benefits such totally disabled employees receive shall be reduced by any primary or secondary remuneration they are eligible for and/or receive 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.

#### D. Dental Insurance

The Employer shall provide all eligible permanent and full time employees, i.e., those employees who have acquired seniority and who are regularly scheduled to work a minimum of five (5) straight time hours per work day and twenty-five straight time hours per week, dental insurance coverage (100%/80%-80% maximum annual coverage \$1000 per person 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, pulpotomy, 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.

Article XXI - Insurance Benefits Programs (continued)

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.

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 to age 19.

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 VII of the Agreement shall not be operative with reference to the resolution of any such differences or problem.

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. Also an employee who is eligible for coverage or is covered by a dental plan provided elsewhere (e.g., via spouse's coverage) shall enroll as a single subscriber.

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.

E. Vision Benefit Allowance

The Board shall provide each eligible employee and dependents who choose the traditional plan or vision coverage only, with Blue Cross Blue Shield of Michigan Vision Series Plan 2, A-80, with an annual complete service rider, or, comparable coverage provided by a carrier mutually agreed to by the parties. Those eligible employees who choose the HMO shall have the vision care that is part of the HMO plan.

ARTICLE XXII

WAGE SCHEDULES

- A. The hourly wage schedules and compensation for employees are set forth in Schedules A, B and C, attached hereto and made part of this Agreement.
- B. The hourly wage schedules and compensation set forth in Schedules A, B and C shall be in full force and effect through December 31, 2003.
- C. When an employee completes the probationary period, he or she will move up one step on the pay schedule. Each fiscal year thereafter he or she will move up one step.

- D. For the term of this Agreement, the Employer shall assume the obligation for and make the full and direct payment of each employee's legally required Michigan Public School Employees Retirement Fund contribution.
- E. M-2 and M-3 Facility Supervisors who are assigned to the afternoon shift shall receive a shift premium pay of .30 per hour.

### ARTICLE XXIII

#### GENERAL INSURANCE PROVISION

The Employer, by payment of the flexible benefits account, which employees may use toward the purchase of and payment of health insurance premiums and by the proper discharge of all other obligations set forth in Article XXI, shall be relieved from all other liability and obligations as set forth in Article XXI, shall be relieved from all other liability and obligations with respect to the providing of such insurance coverage. All other aspects of such insurance coverage shall be set forth in the insurance carriers' policies, contracts with the Employer, and their rules and regulations.

The failure of an insurance carrier to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Employer or the union, nor shall such failure be considered or claimed as a violation of any of the provisions of this Agreement.

### ARTICLE XXIV

#### WAIVER

This Agreement incorporates the entire understanding of the parties on all issues that 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 that would be contrary to the terms of this Agreement.

### ARTICLE XXV

#### GENERAL PROVISIONS

- A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. The provisions of the Occupational Safety Act (Michigan Public Act 282, 1967) shall be complied with by the Employer, Union, and all employees.
- C. 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.
- D. 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.
- E. The Employer shall reimburse an employee, who is authorized and required to drive their personal car in the course of performing work, at the mileage rate consistent with the prevailing IRS mileage reimbursement allowance for actual miles driven in the performance of their duties.

ARTICLE XXVI

DURATION AND TERMINATION

This Agreement shall remain in full force and effect until 11:59 p.m. the 31st day of December, 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.

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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 6<sup>th</sup> day of September 2005.

AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES, AFL-CIO  
BIRMINGHAM SUPERVISORS CHAPTER 25 OF  
LOCAL 1917, AFSCME, AFL-CIO

SCHOOL DISTRICT OF  
THE CITY OF BIRMINGHAM

By Robert Carson  
Robert Carson  
Chairperson

By Deborah Roberts  
Deborah Roberts  
President

By Robert Mitchell  
Robert Mitchell  
Co-Chairperson

By David L. Garrett, Jr.  
Dr. David L. Garrett, Jr.  
Secretary

By Dave Hodgson  
Dave Hodgson  
Secretary/Treasurer

Dr. John W. Hoeffler  
Superintendent

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



SCHEDULE A<sup>4</sup>

As provided by Article XXII, Section B, of the current Agreement between the Board of Education of the School District of the City of Birmingham, Michigan and the Birmingham Supervisors' Chapter of Local 1917, American Federation of State, County and Municipal Employees, AFL-CIO, Schedule A, as set forth below, is effective January 1, 2004 through December 31, 2004.

| Annual Salary | <u>Step 0</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> |
|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| District Wide | \$46,765      | \$47,578      | \$48,368      | \$48,607      | \$48,918      | \$49,516      | \$51,669      |
| M-1           | \$45,102      | \$45,885      | \$46,646      | \$46,878      | \$47,177      | \$47,754      | \$49,830      |
| M-2           | \$42,472      | \$43,210      | \$44,016      | \$44,340      | \$44,732      | \$45,216      | \$47,085      |
| M-3           | \$40,926      | \$41,687      | \$42,448      | \$42,840      | \$43,210      | \$43,601      | \$45,401      |
| M-4           | \$39,219      | \$39,911      | \$40,857      | \$41,064      | \$41,618      | \$41,894      | \$43,670      |

M-DW Maintenance Supervisor

M-1 Supervisor of Fleet Maintenance; Supervisor of Transportation; Dispatch Supervisor

M-2 Facility Supervisor of a facility consisting of 175,000+ R.A.C.S.F. (R.A.C.S.F.= Regularly assigned cleanable square footage)

M-3 Facility Supervisor, of a facility consisting of above 75,000 to 175,000 R.A.C.S.F.\*

M-4 Facility Supervisor, of a facility consisting of less than 75,000 R.A.C.S.F.\*

Schedule A base wage includes a \$2.00 skills allowance for all classifications and all steps. Subsequent schedules will include this allowance as part of the base wage. All skills-based stipends will be specified in the Technical Equivalency section.

Effective January 1, 1995, the leadership and training allowance that has been part of the contract since 1989 for all facility supervisors shall increase to .85¢ per hour and will be payable once a facility supervisor has attained 32 hours of district approved supervisory or job related training or instruction and maintains his or her eligibility for this pay by acquiring another 32 hours during each succeeding fiscal year. He or she must then provide a minimum of 16 hours of district approved training in each succeeding year to the employees assigned to the building where he or she is the supervisor.

The allowance for the 16 hours of training requirement will be increased to \$1.10 effective January 1, 2001.

Thereafter, for this payment to continue in future, the facility supervisors shall be required to satisfy the conditions of eligibility set forth above, in this section.

Employees shall be given the opportunity to pursue an optional 8 hours of district approved training at a rate of \$.10 per additional training hour, to a maximum of 24 hours. Should an employee accrue additional hours, such pay would apply to the following calendar year based upon hours approved, but would not apply to subsequent years unless training hours were re-earned.

An employee must maintain eligibility by acquiring another 32 hours during each fiscal year. Therefore, this payment to continue for future years shall require satisfaction of the same conditions of eligibility.

An asbestos removal premium of \$.50 per hour shall be added to the supervisor of fleet maintenance pay for the time that he or she actually does such work.

<sup>4</sup> Any Facilities Supervisor with multi-site responsibilities will adjust up to the next higher pay level, e.g., an M-3 would get the M-2 salary for performing multi-site responsibilities.

Schedule A (continued)

Bachelor's Degree; Associates Degree/equivalent; Journeyman/Technical Equivalency Option

An employee who possesses a journeyman's card or technical equivalency for the occupational field the employee is assigned to shall receive an additional 70¢ per hour in 2001. This amount will increase by an additional 40¢ per hour in each of the next two years, to a maximum of \$1.50 in 2003. The technical equivalency for the Supervisor of Fleet Maintenance 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.

SCHEDULE B<sup>5</sup>

As provided by Article XXII, Section B, of the current Agreement between the Board of Education of the School District of the City of Birmingham, Michigan and the Birmingham Supervisors' Chapter of Local 1917, American Federation of State, County and Municipal Employees, AFL-CIO, Schedule A, as set forth below, is effective January 1, 2005 through December 31, 2005.

| Annual Salary | <u>Step 0</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> |
|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| District Wide | \$47,935      | \$48,769      | \$49,578      | \$49,824      | \$50,142      | \$50,755      | \$52,961      |
| M-1           | \$46,230      | \$47,033      | \$47,814      | \$48,051      | \$48,358      | \$48,949      | \$51,078      |
| M-2           | \$43,535      | \$44,290      | \$45,118      | \$45,450      | \$45,851      | \$46,348      | \$48,263      |
| M-3           | \$41,950      | \$42,730      | \$43,510      | \$43,912      | \$44,290      | \$44,692      | \$46,538      |
| M-4           | \$40,200      | \$40,909      | \$41,879      | \$42,091      | \$42,659      | \$42,943      | \$44,764      |

M-DW Maintenance Supervisor

M-1 Supervisor of Fleet Maintenance; Supervisor of Transportation; Dispatch Supervisor

M-2 Facility Supervisor of a facility consisting of 175,000+ R.A.C.S.F. (R.A.C.S.F.= Regularly assigned cleanable square footage)

M-3 Facility Supervisor, of a facility consisting of above 75,000 to 175,000 R.A.C.S.F.\*

M-4 Facility Supervisor, of a facility consisting of less than 75,000 R.A.C.S.F.\*

Schedule A base wage includes a \$2.00 skills allowance for all classifications and all steps. Subsequent schedules will include this allowance as part of the base wage. All skills-based stipends will be specified in the Technical Equivalency section.

Effective January 1, 1995, the leadership and training allowance that has been part of the contract since 1989 for all facility supervisors shall increase to .85¢ per hour and will be payable once a facility supervisor has attained 32 hours of district approved supervisory or job related training or instruction and maintains his or her eligibility for this pay by acquiring another 32 hours during each succeeding fiscal year. He or she must then provide a minimum of 16 hours of district approved training in each succeeding year to the employees assigned to the building where he or she is the supervisor.

The allowance for the 16 hours of training requirement will be increased to \$1.10 effective January 1, 2001.

Thereafter, for this payment to continue in future, the facility supervisors shall be required to satisfy the conditions of eligibility set forth above, in this section.

Employees shall be given the opportunity to pursue an optional 8 hours of district approved training at a rate of \$.10 per additional training hour, to a maximum of 24 hours. Should an employee accrue additional hours, such pay would apply to the following calendar year based upon hours approved, but would not apply to subsequent years unless training hours were re-earned.

An employee must maintain eligibility by acquiring another 32 hours during each fiscal year. Therefore, this payment to continue for future years shall require satisfaction of the same conditions of eligibility.

An asbestos removal premium of \$.50 per hour shall be added to the supervisor of fleet maintenance pay for the time that he or she actually does such work.

<sup>5</sup> Any Facilities Supervisor with multi-site responsibilities will adjust up to the next higher pay level, e.g., an M-3 would get the M-2 salary for performing multi-site responsibilities.

Schedule B (continued)

Bachelor's Degree; Associates Degree/equivalent; Journeyman/Technical Equivalency Option

An employee who possesses a journeyman's card or technical equivalency for the occupational field the employee is assigned to shall receive an additional \$1.10 per hour in 2002. This amount will increase by an additional 40¢ per hour in each of the next two years, to a maximum of \$1.50 in 2003. The technical equivalency for the Supervisor of Fleet Maintenance 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.

SCHEDULE C<sup>6</sup>

As provided by Article XXII, Section B, of the current Agreement between the Board of Education of the School District of the City of Birmingham, Michigan and the Birmingham Supervisors' Chapter of Local 1917, American Federation of State, County and Municipal Employees, AFL-CIO, Schedule A, as set forth below, is effective January 1, 2006 through December 31, 2006.

| Annual Salary | <u>Step 0</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> |
|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| District Wide | \$48,894      | \$49,745      | \$50,570      | \$50,820      | \$51,145      | \$51,770      | \$54,021      |
| M-1           | \$47,155      | \$47,974      | \$48,770      | \$49,012      | \$49,325      | \$49,928      | \$52,099      |
| M-2           | \$44,405      | \$45,176      | \$46,020      | \$46,359      | \$46,768      | \$47,275      | \$49,229      |
| M-3           | \$42,789      | \$43,584      | \$44,380      | \$44,790      | \$45,176      | \$45,586      | \$47,468      |
| M-4           | \$41,004      | \$41,727      | \$42,717      | \$42,933      | \$43,513      | \$43,802      | \$45,659      |

M-DW Maintenance Supervisor

M-1 Supervisor of Fleet Maintenance; Supervisor of Transportation; Dispatch Supervisor

M-2 Facility Supervisor of a facility consisting of 175,000+ R.A.C.S.F. (R.A.C.S.F. = Regularly assigned cleanable square footage)

M-3 Facility Supervisor, of a facility consisting of above 75,000 to 175,000 R.A.C.S.F.

M-4 Facility Supervisor, of a facility consisting of less than 75,000 R.A.C.S.F.

Schedule A base wage includes a \$2.00 skills allowance for all classifications and all steps. Subsequent schedules will include this allowance as part of the base wage. All skills-based stipends will be specified in the Technical Equivalency section.

Effective January 1, 1995, the leadership and training allowance that has been part of the contract since 1989 for all facility supervisors shall increase to .85¢ per hour and will be payable once a facility supervisor has attained 32 hours of district approved supervisory or job related training or instruction and maintains his or her eligibility for this pay by acquiring another 32 hours during each succeeding fiscal year. He or she must then provide a minimum of 16 hours of district approved training in each succeeding year to the employees assigned to the building where he or she is the supervisor.

The allowance for the 16 hours of training requirement will be increased to \$1.10 effective January 1, 2001.

Thereafter, for this payment to continue in future, the facility supervisors shall be required to satisfy the conditions of eligibility set forth above, in this section.

Employees shall be given the opportunity to pursue an optional 8 hours of district approved training at a rate of \$.10 per additional training hour, to a maximum of 24 hours. Should an employee accrue additional hours, such pay would apply to the following calendar year based upon hours approved, but would not apply to subsequent years unless training hours were re-earned.

An employee must maintain eligibility by acquiring another 32 hours during each fiscal year. Therefore, this payment to continue for future years shall require satisfaction of the same conditions of eligibility.

An asbestos removal premium of \$.50 per hour shall be added to the supervisor of fleet maintenance pay for the time that he or she actually does such work.

<sup>6</sup> Any Facilities Supervisor with multi-site responsibilities will adjust up to the next higher pay level, e.g., an M-3 would get the M-2 salary for performing multi-site responsibilities.

Schedule C (continued)

Bachelor's Degree; Associates Degree/equivalent; Journeyman/Technical Equivalency Option

An employee who possesses a journeyman's card or technical equivalency for the occupational field the employee is assigned to shall receive an additional \$1.50 per hour. The technical equivalency for the Supervisor of Fleet Maintenance 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.

SCHEDULE D<sup>7</sup>

As provided by Article XXII, Section B, of the current Agreement between the Board of Education of the School District of the City of Birmingham, Michigan and the Birmingham Supervisors' Chapter of Local 1917, American Federation of State, County and Municipal Employees, AFL-CIO, Schedule A, as set forth below, is effective January 1, 2007 through December 31, 2007.

| Annual Salary | <u>Step 0</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> |
|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| District Wide | \$49,871      | \$50,740      | \$51,581      | \$51,837      | \$52,168      | \$52,806      | \$55,101      |
| M-1           | \$48,098      | \$48,933      | \$49,745      | \$49,992      | \$50,312      | \$50,926      | \$53,141      |
| M-2           | \$45,293      | \$46,080      | \$46,940      | \$47,286      | \$47,703      | \$48,220      | \$50,213      |
| M-3           | \$43,644      | \$44,456      | \$45,268      | \$45,686      | \$46,080      | \$46,498      | \$48,418      |
| M-4           | \$41,824      | \$42,562      | \$43,571      | \$43,792      | \$44,383      | \$44,678      | \$46,572      |

M-DW Maintenance Supervisor

M-1 Supervisor of Fleet Maintenance; Supervisor of Transportation; Dispatch Supervisor

M-2 Facility Supervisor of a facility consisting of 175,000+ R.A.C.S.F. (R.A.C.S.F. = Regularly assigned cleanable square footage)

M-3 Facility Supervisor, of a facility consisting of above 75,000 to 175,000 R.A.C.S.F.

M-4 Facility Supervisor, of a facility consisting of less than 75,000 R.A.C.S.F.

Schedule A base wage includes a \$2.00 skills allowance for all classifications and all steps. Subsequent schedules will include this allowance as part of the base wage. All skills-based stipends will be specified in the Technical Equivalency section.

Effective January 1, 1995, the leadership and training allowance that has been part of the contract since 1989 for all facility supervisors shall increase to .85¢ per hour and will be payable once a facility supervisor has attained 32 hours of district approved supervisory or job related training or instruction and maintains his or her eligibility for this pay by acquiring another 32 hours during each succeeding fiscal year. He or she must then provide a minimum of 16 hours of district approved training in each succeeding year to the employees assigned to the building where he or she is the supervisor.

The allowance for the 16 hours of training requirement will be increased to \$1.10 effective January 1, 2001.

Thereafter, for this payment to continue in future, the facility supervisors shall be required to satisfy the conditions of eligibility set forth above, in this section.

Employees shall be given the opportunity to pursue an optional 8 hours of district approved training at a rate of \$.10 per additional training hour, to a maximum of 24 hours. Should an employee accrue additional hours, such pay would apply to the following calendar year based upon hours approved, but would not apply to subsequent years unless training hours were re-earned.

An employee must maintain eligibility by acquiring another 32 hours during each fiscal year. Therefore, this payment to continue for future years shall require satisfaction of the same conditions of eligibility.

An asbestos removal premium of \$.50 per hour shall be added to the supervisor of fleet maintenance pay for the time that he or she actually does such work.

<sup>7</sup> Any Facilities Supervisor with multi-site responsibilities will adjust up to the next higher pay level, e.g., an M-3 would get the M-2 salary for performing multi-site responsibilities.

Schedule D (continued)

Bachelor's Degree; Associates Degree/equivalent; Journeyman/Technical Equivalency Option

An employee who possesses a journeyman's card or technical equivalency for the occupational field the employee is assigned to shall receive an additional \$1.50 per hour. The technical equivalency for the Supervisor of Fleet Maintenance 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.



APPENDIX A

LETTER OF UNDERSTANDING

Reference Date: November 1, 1994

TO: AFSCME LOCAL 1917  
Council 25, Birmingham Chapter

During the term of this Agreement and at the request of the Local 1917 member applicant(s), the Employer agrees to offer such employee(s) the first scheduled interview(s) for a position covered by the bargaining unit.

/s/Dr. E. R. Scales  
Director Personnel Relations

APPENDIX B

LETTER OF UNDERSTANDING

Reference Date: November 21, 1989

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, we will as legally required, meet to negotiate on the matter.

Most Recent Signatories: January 15, 2002

/s/Ellen Keith  
Staff Representative, AFSCME Council 25

/s/Dr. E. R. Scales  
Executive Director of Personnel Relations

/s/Mark Ceo  
President

/s/James M. Hoorn  
Executive Director of Buildings and Grounds

APPENDIX C

LETTER OF UNDERSTANDING

Reference Date: September 26, 1990

1<sup>st</sup> Revision: March 26, 1998  
2<sup>nd</sup> Revision: January 15, 2002  
3<sup>rd</sup> Revision: January 22, 2004

TO: AFSCME Local 1917  
Council 25, Birmingham Chapter

RE: Pay Schedules of the Master Agreement Regarding Journeyman/Technical Equivalency Option

The current contract language reads as follows:

Journeyman/Technical Equivalency Option

"An employee who possesses a journeyman's card, or technical equivalency for the occupational field the employee is assigned to shall receive an additional [per hour amount as established in the salary schedules]. The technical equivalency for the Supervisor of Fleet Maintenance 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 certification."

AFSCME Local 1917 and the School District agree that an employee may receive an additional stipend, up to a maximum of three (3) stipends, as identified in the salary schedules, including for the Supervisor of Fleet Maintenance, if they successfully possess any of the following:

- An additional journeyman's card for an occupational field to which assigned.
- A Master's card/license for an occupational field to which assigned.
- An Associate's degree for an occupational field to which assigned.
- A Bachelor's degree for an occupational field to which assigned.
- A minimum of 600 contact hours in job related course work where an associate's degree is not offered. Job-related course work must be pre-approved by the Joint Educational Equivalency Committee (JEEC), a two-person, standing committee made up of one member of AFSCME, Local 1917 (Birmingham Chapter) and the Manager of Facility Operations or his designee.
- Seventy cents (70¢) per hour shall be paid in 2001, and shall increase by 40¢ per hour in 2002 and 2003, to a maximum of \$1.50, when the Supervisor of Fleet Maintenance possesses each additional five (5) state and/or federal certifications.

Technical equivalency for facility supervisors shall be consistent with current educational levels required to obtain a journeyman's card or master's license. Obtaining an associate's degree in a pre-approved course of study from an accredited college or university will be required to establish journeyman's equivalency, while obtaining a bachelor's degree in a pre-approved course of study from an accredited college or university will be required to establish journeyman's equivalency. Cumulative, non-degree course may be applied toward educational equivalency provided that they are pre-approved by the JEEC. Committee decisions will be based on the relevancy of courses to the employee's current position. Both parties of the JEEC must sanction the request for approval and either member of the committee may sponsor a proposal or idea to encourage educational/technical equivalency for facility supervisors. Technical equivalency for those employees who hold associate's degrees, bachelor's degrees or cumulative course prior to April 1, of a given shall be approved by the Manager of Facility Operations.

It is understood by both parties that it is the responsibility of the employee to notify his/her supervisor when they have completed the requirements for the journeyman/technical equivalency option(s).

Payment will begin after all necessary documentation has been provided to the employer.

/s/ Ellen Keith  
Staff Representative

/s/ Dr. E. R. Scales  
Executive Director of Personnel Relations

/s/ Mark Ceo  
Chairperson, AFSCME Local 1917

/s/ James M. Hoorn  
Executive Director of Buildings and Grounds

APPENDIX D

LETTER OF AGREEMENT: COMBINED TIME OFF PROGRAM<sup>8</sup>

Issues That Arise Regarding the Amounts of Time or the Operation of This CTO Program Are Not Subject to the Contractual Arbitration Procedure. Such Issues Will Be Settled in a Special Conference Only.

I. Definitions:

- A. C.T.O: 35 day allotment of paid days given each fiscal year to use for vacation, personal business, bereavement, short term illness, family illness etc. These days are to be scheduled in accordance with Department Practices whenever possible.
- B. Sick Bank: Bank of accumulated unused days from annual allotments for use during illness that prevents an employee from working.
- C. S.T.D.: Sick time coverage provided by the district to provide full wages from the point of exhaustion of an employee's sick bank up to 180 days.
- D. L.T.D.: Long Term Disability Coverage as provided for in the benefits section of the Collective Bargaining Agreement.

EXTENDED PERSONAL ILLNESS

|                    |                              |                 |
|--------------------|------------------------------|-----------------|
| Day 1 -- Day 10    | Day 11 -- S. Bank Exhaustion | STD -180 Days   |
| CTO Allotment Days | Use Sick Bank                | By the District |

II. Combined Time Off: (An annual allotment of 35 days)

Days may be used for any purpose if properly scheduled:

- 1. Vacation – done in accordance with normal practices.
- 2. Personal Business – done in accordance with normal practices.
- 3. Bereavement – done in accordance with normal practices.
- 4. Call in Sick Time – done in accordance with normal practices.

No restriction regarding the number of days that can be used for a given purpose.

III. Selling back days must be done between June 15 & 30.

- 1. 5 days per year if Sick Bank is above 40 but below 80 days. (At full pay rate)
- 2. 10 days per year if Sick Bank is above 80 but below 120 days. (At full pay rate)
- 3. 15 days per year if Sick Bank is above 120-180 days. (At full pay rate)

(The amounts have been adjusted, as shown above, beginning with the next sell back period, June 15 –30, 2006.)

IV. Sick Bank:

The Initial Sick Bank will be created from pre-CTO program "sick bank." Sick Bank:

- 1. will be extended annually by transfer of unused days from each benefit year.
- 2. will reach a maximum of 180 days.
- 3. must be exhausted before STD benefits begin.
- 4. is usable for personal illness resulting in medically verifiable inability to work, i.e., hospitalization, broken bones, home care for serious illness, etc.
- 5. can not be used for family illness or other non-personal illness, i.e. leave to provide care to others, business, bereavement etc.

Unused CTO days that are not sold back will be transferred to Sick Bank at end of benefit year.

V. Extended Personal Illness of more than ten (10) work days:

- 1. First ten (10) days from days remaining in current year CTO allotment.
- 2. Day eleven (11) on from Sick Bank until return to work or bank is exhausted.
- 3. From exhaustion of bank to 180 days covered by District at full sick pay.
- 4. After 180 days current LTD benefits.

Origination Date: December 11, 2001

First Agreement Date: January 15, 2002/Revised: September 6, 2005

<sup>8</sup> Note: For clarification Purposes - This Combined Time Off Program and the associated Salary Based Pay Scale are not intended to create a non-traditional workweek. The normal workweek for employees remains Monday through Friday. Any deviations from this workweek pattern will be handled in the normal way, and will be discussed in normal or special negotiations between the parties.

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

HEALTH BENEFITS ADJUSTMENTS:

The parties also agree that for each of the premium years 2005-06, 2006-07, and 2007-08 the language in Article XXI, 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 XXI, 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 amounts where the majority of employees were in 2007-08 + 4%.

1917.Contract.04-07