

**MASTER AGREEMENT**

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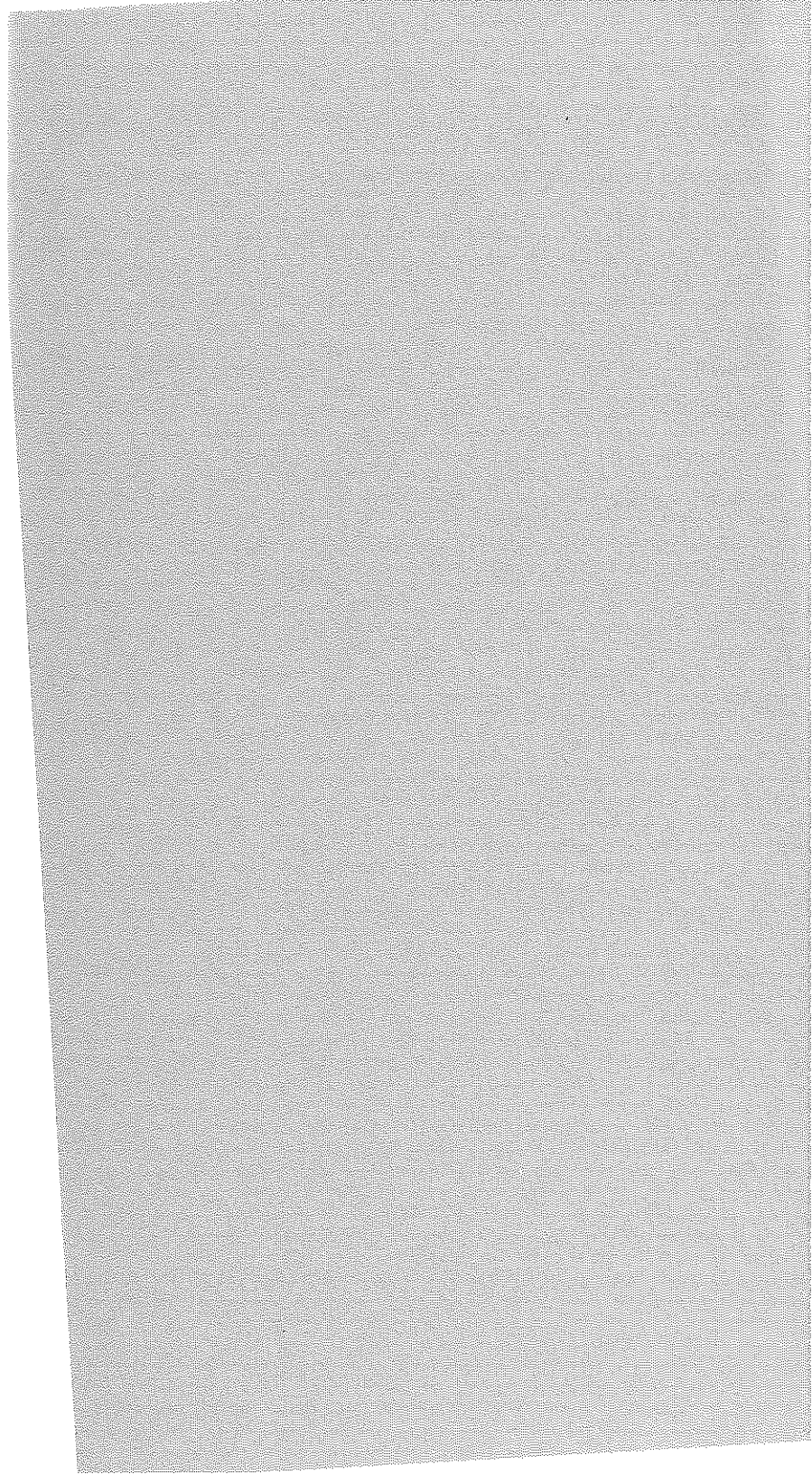
**WEST BLOOMFIELD SCHOOL DISTRICT  
BOARD OF EDUCATION**

**and the**

**WEST BLOOMFIELD  
TRANSPORTATION, MEA/NEA**

**JULY 1, 2008 THROUGH JUNE 30, 2009**

**WEST BLOOMFIELD SCHOOL DISTRICT  
WEST BLOOMFIELD, MICHIGAN 48324**



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## AGREEMENT

This Agreement is made this 1<sup>st</sup> day of July, 2008 between the West Bloomfield School District Board of Education, West Bloomfield, Michigan, hereinafter referred to as the Employer and the West Bloomfield Transportation, MEA-NEA, hereinafter referred to as the Union.

### PURPOSE AND INTENT

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

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

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

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

It is hereby mutually agreed as follows:

### ARTICLE I RECOGNITION

- A. The Employer recognizes the Union as the exclusive representative, for purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, of all Transportation employees listed in Appendix A but excluding executive personnel, supervisors, employees working less than twenty (20) hours per week, and substitute employees.
- B. In the application and interpretation of the provisions of this Agreement, the following definitions shall apply:
  - 1. Regular Employee - An employee who is scheduled to work on a regular basis.
  - 2. Substitute Employee - A person who takes the place of a regular employee on a non-permanent, day-to-day basis, until the regularly assigned employee returns or is replaced.
  - 3. Work Study Programs - It is recognized that several co-op work study programs in the schools are a valuable and necessary experience for the educational welfare of our students and that the hiring of these students in no way interferes or conflicts with the duties or privileges of employees. It is

understood that the provisions of this Agreement do not apply to these temporary employees.

4. Employer - The term BOARD or EMPLOYER, when used herein shall refer to the Board of Education. The Superintendent, Assistant Superintendent for Human Resources, other central office administrators, principals, assistant principals and all other administrative and supervisory personnel are considered agents of the Board, except for the grievance procedure.

## **ARTICLE II** **UNION DUES**

- A. On the effective date of this Agreement, all employees covered by this Agreement who are members of the Union will remain members for the duration of this Agreement.  
  
Within ten (10) days after the thirtieth (30th) day of the ratification of this Agreement or within ten (10) days after the thirtieth (30th) day of employment, all employees who do not wish to join the Union shall, as a condition of employment, pay a service charge comparable to that amount required of a member of the Union for the duration of this Agreement.
- B. Employees who fail to join the Union or pay a comparable service charge shall be discharged by the Board as follows:
  1. The employee shall be notified in writing by the Union when he/she is sixty (60) days in arrears in payment of his/her monthly membership dues or monthly service fee. A signed copy of this Union notice to the Employee will be sent to the Board.
  2. The Union, in its notice, shall notify the Employee that unless the requirement set forth in this Article are complied with within thirty (30) days, the Union shall request the Board, in writing, to terminate the Employee. If the Employee does not comply within the thirty (30) day period, the Board will be notified of the employee's non-compliance and request that the employee be discharged immediately.
- C. Employees who wish to do so may sign and deliver to the business office an assignment authorizing deduction of membership dues of the Union or the service charge, as set forth above. The dues or service charge shall be deducted each pay, September through June, from the regular pay of all such employees and remitted to the Union. Any such dues deduction authorization so delivered to the business office shall be irrevocable for the duration of this Agreement.
- D. All sums deducted by the Employer shall be remitted to the treasurer of the Union, if practicable, not later than the 20th of the next month.
- E. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise by reason of the Employer's complying with the provisions of this Article.

**ARTICLE III**  
**RIGHTS OF THE EMPLOYER**

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

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

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

**ARTICLE IV**  
**NON-DISCRIMINATION POLICY**

- A. The Employer and the Union agree to conform with the law and no person shall, on the basis of race, color, national origin, sex, age, height, weight, religion, marital status, disability or sexual orientation be excluded from participation in, be denied the benefits of, or be subject to discrimination in employment of any of its programs or activities.
- B. The Employer agrees that there shall be no discrimination against any member of the bargaining unit by reason of membership in the Union. The Union and its members agree that there should not be harassment, intimidation, social pressure, or non-cooperation with any non-member or exempt employee, supervisor or secretary.

**ARTICLE V**  
**REPRESENTATION**

- A. The Union shall furnish the Employer with the names of the officers, representatives, committee chairpersons and staff representatives of the Union with whom it may be dealing. Until the Employer has received written notice from the Union, it shall not be required to deal with employees purporting to be representatives.
- B. Whenever possible, grievance problems shall be handled at times other than when the Employee is at work. If it becomes necessary for a Union representative to leave work, he/she shall first seek and obtain permission from his/her supervisor. Such time shall be deducted from union business time.
- C. Any Union representative entering a building other than his/her own, on union business, shall first stop at the office and state his/her business.
- D. The Board shall provide a total of ten (10) days (80 hours) of paid leave per year to be used by the Union for union business. Time taken for union business shall not be taken in blocks of less than two (2) hours at a time. The President of the Union shall notify the Office of Human Resources and the immediate supervisor at least two (2) working days in advance, except in emergency situations. Should all union business time be exhausted prior to June 30, up to five (5) more days (40 hours) may be added upon mutual agreement of both parties. No more than three (3) members may be off for union business at the same time without prior approval from the transportation supervisor.
- E. The Union's bargaining team shall be composed of not more than six (6) members plus the MEA staff person.
- F. Both the Union and the Employer shall notify the other party of members of their respective bargaining teams prior to the onset of bargaining.



- G. In any negotiations of a new agreement, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside of the school district.

**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

- A. A grievance is defined to be a complaint by an employee within the unit or the Union based upon an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of this Agreement.
- B. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any supervisory or administrative personnel and having the grievance resolved informally provided that the union is given the opportunity to be present at the hearings or meetings and that the final decision by the employer is not inconsistent with the terms of this agreement.
- C. Grievances shall be resolved in the following manner:

Step 1            Prior to the initiation of the formal grievance procedure, the employee(s) shall discuss the problem with the immediate supervisor. Immediate Supervisor, for the purposes of this Article shall be defined as Supervisor of Pupil Transportation. The employee(s) may have a representative of the Union present, if requested. Every effort shall be made to resolve the problem informally. If the matter is not resolved, the employee(s) may file a formal written grievance with the Union.

The parties agree that Step 1 should occur as promptly as possible but shall take place within ten (10) working days immediately following the event or condition that is the subject or basis of the grievance, or within the ten (10) working days from which he/she had knowledge of such event or condition.

Step 2            A grievance submitted to Step 2 shall be presented to the immediate supervisor within five (5) working days of the informal meeting described in Step 1.

A meeting shall be held on the grievance within the next five (5) working days and shall be attended by the employee(s) and representative(s). The immediate supervisor's written disposition shall be rendered within the next five (5) working days.

Step 3            If the grievance has not been resolved at Step 2, then the Union shall present the grievance in writing to the Assistant Superintendent for Human resources within ten (10) working days of the Step 2 written response. A meeting shall be held on the grievance within the next ten (10) working days and shall be attended by the employee(s) and representative(s). The Assistant Superintendent's decision shall be rendered within the next five (5) working days.

Step 4 If the grievance has not been resolved at Step 3, then the Union may 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 Association and the aggrieved in an attempt to resolve the grievance within the next five (5) working days. The Step 4 disposition shall be rendered within the next five (5) working days.

Step 5 If the grievance is still unresolved, the Union may, within thirty (30) working days after the Step 4 disposition, by written notice to the other party, request arbitration.

Within ten (10) working days after such notice to arbitrate, the Union and the Employer shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for a list of arbitrators will be made to the American Arbitration Association 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 elected will hear the matter promptly and will issue his/her decision no later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his/her findings of facts, reasoning, and conclusions on the issues submitted.

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

The cost of the Arbitrator's service, including expenses, if any, shall be paid for by the losing party. If there is no clear loser, then the costs shall be borne equally by the parties. Employees participating in an arbitration hearing shall be released from their regular duties and paid by use of Union business time.

D. The time limits set forth in Steps 1 through 5 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.

E. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occurring prior to the effective date of this Agreement.

- F. The Employer shall not be liable for a financial remedy greater than the amount of lost pay due the grievant for a period up to twelve (12) months. This provision does not apply in cases involving discharge.

**ARTICLE VII**  
**DISCHARGE AND DISCIPLINE**

- A. No employee shall be discharged, disciplined, demoted, suspended, and/or reduced in compensation without just cause. The Employer agrees that should an employee be discharged, suspended, or given a written reprimand, it will promptly notify, in writing the Union President of such action.
- B. When an employee has reasonable grounds to believe that an interview with an administrator is an investigatory interview in which the risk of discipline reasonably inheres, he/she may request that a Union representative be present as a witness for the employee.
- C. Appeal of a discharge or discipline action will be made through the grievance procedure.
- D. This provision is not applicable to an employee during his/her probationary period.
- E. Disciplinary actions two (2) years old or older shall not be used against an employee or any current disciplinary charge unless the actions will show a pattern of behavior by the employee.

**ARTICLE VIII**  
**SENIORITY, LAYOFF, RECALL**

- A. The seniority for all employees shall commence with the first day of regular work within the bargaining unit after training has been completed. This seniority shall be known as district seniority. All employees shall also gain department seniority. Department seniority shall commence with the first day of work within a department. Departments, for the purpose of this article, shall be defined as Drivers and Attendants.
- B. In the event that more than one employee has the same seniority date (either district or department) the tie shall be broken by drawing lots. The time, place, and date of all such drawings shall be mutually agreed to and announced so that all interested parties may be present. Drawings will take place within the first five (5) working days. Once a tie has been broken, the seniority order shall be considered permanent.
- C. An employee will lose his/her seniority and terminate his employment with the Employer for the following reasons:
1. Employee quits or retires;
  2. Employee is discharged and the discharge is not reversed;
  3. Employee is absent for three (3) consecutive working days without notifying the Employer unless the employee is physically unable to notify the Employer;

4. If the employee fails to return to work when recalled from layoff as set forth in the recall procedure provided herein unless the employee is physically unable to notify the Employer;
5. Involuntary layoff for four (4) years or length of work service in the District, whichever is longer;
6. If the employee gives a false reason for a leave of absence;
7. If the employee engages in other employment during a leave except in proper cases where exception is made;
8. If the employee alters, fraudulently, pertinent information on his/her application for employment (the falsification may come to light sometime after the employee's date of hire or date of acquiring seniority).

- D. A seniority list shall be constructed and maintained by the Employer. The seniority list will include the original date, hire date, and seniority date for each employee. The original date will be the date on which the employee first began to earn money and retirement service credit from the district. The hire date will be the date on which an employee was assigned a run as either a driver or an attendant. The seniority date will be the date on which an employee was assigned a run as either a driver or an attendant. Employees on the seniority list shall be ranked in order of their seniority date and assigned a seniority number once that ranking is done.

The seniority date of an employee may be altered due to layoff (department or total) and/or personal leave of more than twenty-five days. When an employee's seniority date is altered, he/she will be notified in writing and an asterisk will be placed next to his/her seniority number on the seniority list.

Frozen seniority, by department, will also be maintained. Seniority earned in WBCMMT prior to July 1, 1999 will be frozen. The Union shall be furnished with a seniority list by Bid Day and January 15 each year and upon the request of the president. The president shall be notified by the Office of Human Resources of all new hires, terminations and leaves of absence as they occur.

- E. No changes or adjustments to the seniority list will be made without mutual agreement of the parties. Such agreements shall be reduced to writing and appended to the master seniority list.
- F. The probationary period for employees new to the bargaining unit shall be one hundred twenty (120) working days. That is, the probationary employee must actually work one hundred twenty (120) days of work to complete probation. Insurance coverages shall be provided on the first day of the month following completion of the first twenty (20) working days. Employees may enroll in health insurance from date of hire until the date of eligibility, but must pay for the coverage.
- G. Layoff shall be defined as a reduction in the work force due to a decrease in work, a lack of funds, elimination of a job function or a return from leave resulting in a loss of position.
- H. If a layoff becomes necessary, employees shall be laid off by department using district seniority in the following order:
1. Probationary employees
  2. Seniority employees

- I. An employee notified of layoff may exercise his/her district seniority to bump into any classification for which he/she is qualified. Bumping will take place at the time of layoff but will not become effective until bid day.
- J. Prior to notification of layoff, the Union shall be provided with a list of those scheduled for layoff. Employees shall have a minimum of twenty (20) calendar days notice prior to the effective date of layoff.
- K. Employees shall remain on the recall list for four (4) years or their length of district seniority, whichever is longer.

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

- L. Laid off employees shall be recalled in reverse order of layoff. Employees who have exercised their seniority to bump or who have been bumped shall be given the first opportunity to return to their former classification.

Failure to accept recall to a temporary position (that is, a position that is open due to the regular employee's inability to work but has not been vacated) shall not effect an employee's recall rights.

If the employer offers recall to temporary positions and some laid off employees accept recall and others do not, the following will be implemented:

Beginning with the least senior employee who accepts recall to a temporary position, all employees above that employee whether they accepted recall or not, will gain seniority as if they were working for the duration of the temporary positions.

- M. Recall shall be by written, certified mail, return receipt requested, to the employee's last known address. Such notice shall require that the employee report for work within fourteen (14) days of delivery or proof of non-delivery.
- N. Any employee on layoff who has not bumped into another position and who elects to sub shall be placed on the top of the sub list in seniority order.
- O. Drivers who have bumped into attendant positions shall remain on the driver field trip list but will not be subject to the three-refusal section. Hours will be charged as they reach their point in rotation.

#### **ARTICLE IX** **VACANCIES, PROMOTIONS, TRANSFERS**

- A. A vacancy shall be defined as a newly created position or a present position within the bargaining unit which the district intends to fill and has become vacant due to resignation, retirement, termination, leave, death, demotion, transfer or promotion. Vacancies shall be posted within ten (10) working days of the vacancy. The posting shall

be placed on building bulletin boards for five (5) working days. Time limits may be altered by mutual agreement of the parties.

- B. The most senior (department seniority) employee within the job classification will be awarded the position.
- C. If a bargaining unit member receives a new package, he/she will be given a one (1) working day trial period during which he/she may revert back to his/her former package if he/she so desires.

## **ARTICLE X COMPENSATION**

- A. Wages shall be set forth in Appendix A attached hereto.
- B. Overtime
  - 1. Approved overtime will be paid at the rate of time and one-half (1-1/2) for any of the following: work over eight (8) hours per day, work over forty (40) hours per week, or Saturday work.
  - 2. Holidays and authorized sick leave shall be included as work time for purposes of determining overtime.
  - 3. Any employee who works on a Sunday (as long as it is not included in his/her regular work week) shall be paid double his/her hourly rate. Any employee who works on a holiday (as listed in Article XII) or a Sunday attached to a holiday shall be paid double time. In addition, the employee will receive compensatory time off equal to the actual hours worked on the holiday. This time off shall be recorded as extra vacation time available to the employee.
  - 4. An employee shall be paid double time for all hours worked after midnight subject to verification by the employer.
- C. An employee shall be guaranteed a minimum call-in time of two (2) hours if called in to work on a Saturday, Sunday, or for any occurrence beyond their normal work day.
- D. Regular hourly pay rates will be granted for management-required attendance at inservice and/or approved classes, whether attendance is within or outside of the employee's regular work hours. Special Education drivers may be released from driving to attend Advanced Continuing Education classes in seniority order.
- E. There shall be no pyramiding of overtime. An hour paid at overtime rate for any of the above reasons shall not be counted to compute overtime for any other reasons.
- F. Employees required in the course of their work to drive personal automobiles from one building to another or on other approved school business shall receive a car mileage allowance at the established annual IRS rate. Reimbursement shall be requested on no more than a once per month basis and shall be requested by June 30 for reimbursement from the previous year.

- G. Employees may request approval to take outside courses of instruction in areas directly related to their employment responsibilities. If such request is approved by the Superintendent or his/her designee, tuition and books (but not additional wages or transportation) shall be paid upon submission of evidence of satisfactory completion of approved course(s).
- H. Unless State law mandates otherwise, no bus driver will be required to take the CDL road test. The Employer shall pay for costs relating to CDL's not to exceed the amount as established by the Secretary of State per four (4) year period.
- I. Upon separation from the school district, employees shall be paid for unused sick time according to the following schedule:

1-60 Days:	\$33.00
61-120 Days:	\$34.00
121 - 180 Days:	\$35.00

Such separation pay will be paid provided the employee has been employed by the West Bloomfield School District for five (5) years. If an employee dies while employed by the West Bloomfield Schools, the separation pay for the unused sick time will be paid to that employee's estate. Any days accumulated beyond one Hundred Eighty (180) days will be donated to the Joint WBCMMT and WBT sick bank.

- J. Upon retirement from the school district, employees who are eligible for MPERS benefits under the regular retirement plans or the early retirement plan (excluding deferred retirement and disability retirement) will be paid \$40.00 for each unused sick day up to a maximum of 180 days. Such funds will be deposited by the district into one of the 403(b) plans offered by the district. The employee shall select the plan. Any days accumulated beyond one hundred eighty (180) days will be donated to the joint WBCMMT-WBT sick bank.

**ARTICLE XI**  
**HOLIDAYS AND VACATIONS**

**Section 1. - Holidays**

- A. The following paid holidays shall be granted to all non-probationary employees, provided the employee:
  1. Worked his/her scheduled hours on the day previous to and after the holiday;
  2. Was absent prior to or following the holiday with substantiated sick leave;
  3. Any other exception granted by the Superintendent or his/her designee;
  4. Is on approved paid vacation.

- HOLIDAYS**  
 Labor Day  
 Thanksgiving Day  
 Friday after Thanksgiving  
 December 24 - Christmas Eve  
 December 25 - Christmas Day

December 31 - New Year's Eve  
January 1 - New Year's Day  
Martin Luther King, Jr. Day  
Good Friday  
Memorial Day  
\*July 4 - Independence Day

\*This holiday will apply only to drivers and attendants of summer runs who would include this holiday in their regularly scheduled assignment.

If an additional holiday is afforded to the teachers and other negotiating groups within the district, that holiday will be applied to this bargaining unit as well.

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

#### Section 2. - Vacations

- A. Transportation employees shall earn vacation pay in accordance with the following schedule:
  - 1. From the date of hire as a regular employee through the fifth (5<sup>th</sup>) year, employees will be credited with 7.0 vacation days on the first payday in September. Vacation days accrued during the probationary period cannot be used until completion of the probationary period.
  - 2. At the beginning of the sixth (6<sup>th</sup>) year of employment and through the twelfth (12<sup>th</sup>) year, employees will be credited with 13.25 vacation days on the first payday in September.
  - 3. At the beginning of the thirteenth (13<sup>th</sup>) year of employment and thereafter, employees will be credited with 17.25 vacation days on the first payday in September.

Employees who are awarded a summer run will be credited with additional vacation days equal to the months worked. Employees who drive/work field trips or sub runs for a minimum of twenty (20) hours during the summer will be credited with a proportionate amount of vacation days. Such days will be credited on the first pay date in October.

Vacation days may be used for the Friday before Labor Day, Jewish holidays, spring, midwinter, and winter recesses for pupils, and the teacher inservice days or at the end of the school year in accordance with employee choice.

Normally vacation days are not to be taken during the work year. They may be granted subject to the following:

- 1. Request for use of vacation days during the work year must be made in writing at least five (5) calendar days in advance.
- 2. The request is subject to approval of the Supervisor.



3. The Supervisor may waive the five (5) day notice if he/she believes it appropriate to do so.
  4. Vacation day requests made by employees with "superior" or "good" attendance will be given first consideration.
  5. Requests for vacation day usage during the school year may be made up to one school year in advance.
- B. No more than twenty-five (25) vacation days may be accumulated from year to year.
  - C. Any employee who works as a summer worker with the maintenance department will receive no accumulation of vacation or sick leave or accrue additional fringe benefits.
  - D. An employee who resigns with two (2) weeks notice or is discharged shall receive pay for any vacation time accrued prior to his/her resignation or discharge. Layoffs shall be treated in the same manner as resignations.
  - E. Vacation pay will be based on the employee's hourly rate and regular work day (not exceeding eight [8] hours) immediately prior to the vacation period.

**ARTICLE XII**  
**INSURANCE**

- A. The Board shall provide, without cost to the employees hired before July 1, 2004, one of the following plans to each employee who works at least twenty (20) hours per week and ten (10) months per year:

**OPTION A - MESSA**

Health : **MESSA CHOICES** \$10/\$20 Drug Card

Effective January 1, 2009 the \$20 office visit rider will be added to the MESSA plan.

Dental: Dental insurance 80/80/50 dental plan coverage (50/50/50 for those with dental coverage through another source) with a One Thousand Five Hundred dollar (\$1,500) annual maximum benefit per person, including the 10% incentive rider and orthodonture coverage up to a One Thousand Five Hundred dollar (\$1,500) lifetime maximum.

Life Insurance: \$30,000 with AD and D

Vision: Vision plan benefit program schedule:

• Complete Vision Examination	\$45
• Single Vision Lenses (each pair)	\$56
• Bifocal Lenses (each pair)	\$90
• Trifocal Lenses (each pair)	\$110
• Progressive Lenses (each pair)	\$138
• Contact Lenses (each pair)	\$155
• Frames – Standard Type	\$80

The above services/items are available once every 12 months.

**OPTION B - HMO**

Health: Health Alliance Plan (HAP) \$10/\$20 Drug Card

Dental: Dental insurance 80/80/50 dental plan coverage (50/50/50 for those with dental coverage through another source) with a One Thousand Five Hundred dollar (\$1,500) annual maximum benefit per person, including the 10% incentive rider and orthodonture coverage up to a One Thousand Five Hundred dollar (\$1,500) lifetime maximum.

Life Insurance: \$30,000 with AD and D

Vision: Vision plan benefit program schedule:

- Complete Vision Examination \$45
- Single Vision Lenses (each pair) \$56
- Bifocal Lenses (each pair) \$90
- Trifocal Lenses (each pair) \$110
- Progressive Lenses (each pair) \$138
- Contact Lenses (each pair) \$155
- Frames – Standard Type \$80

The above services/items are available once every 12 months.

**OPTION C**

(for employees not needing health insurance)

Dental: Dental insurance 80/80/50 dental plan coverage (50/50/50 for those with dental coverage through another source) with a One Thousand Five Hundred dollar (\$1,500) annual maximum benefit per person, including the 10% incentive rider and orthodonture coverage up to a One Thousand Five Hundred dollar (\$1,500) lifetime maximum.

Life Insurance: \$30,000 with AD and D

Vision: Vision plan benefit program schedule:

- Complete Vision Examination \$45
- Single Vision Lenses (each pair) \$56
- Bifocal Lenses (each pair) \$90
- Trifocal Lenses (each pair) \$110
- Progressive Lenses (each pair) \$138
- Contact Lenses (each pair) \$155
- Frames – Standard Type \$80

The above services/items are available once every 12 months.

Additional Salary: 0 – 14 elect this option \$75.00 per month  
15 elect this option \$100.00 per month  
16+ elect this option \$125.00 per month

The employee will be eligible to purchase either short-term or long-term disability insurance through payroll deduction.

Employees hired after June 30, 2004 shall be eligible for Option B – HMO or Option C only. These employees will be eligible for Option A – MESSA after completion of their tenth (10<sup>th</sup>) year of employment.

Employees hired after June 30, 2008 shall be eligible for Option B – HMO (for employee only) or Option C. Employee may purchase two-person or full family through payroll deduction.

- B. If the employee or his/her spouse is covered under another hospital/medical benefit program, the employee involved will not be eligible for hospital/medical coverage with the Employer. It is understood that double coverage is prohibited. However, dental and vision insurance will have both internal and external coordination of benefits. For appropriate coverage new employees shall certify in writing that they are entitled to such insurance coverage.
- C. The provisions of the group policies and the rules and regulations of the carriers will govern the benefits and all other aspects of the coverage. Any complaint arising from the specific provisions of any insurance carrier's policies, assuming the policies comply with all state and federal laws and the negotiated specifications of this Agreement, shall not be subject to the grievance procedure.
- D. Employees who are laid off or on extended leave shall have health insurance benefits provided for a thirty (30) day period after the effective date of the layoff or leave.
- E. It is the responsibility of the employee to make application for any of the insurance plans offered and to keep all such records current.
- F. Employees may participate in tax-deferred annuities or custodial accounts on the basis of voluntary salary deduction. The decision to participate with any company is the employee's alone and neither the Employer nor Union shall be liable for monies invested.
- G. The voluntary sick bank established with WBCMMT will be maintained. Only those employees who enroll in the sick bank will be eligible to use the bank. Each year between November 1 and November 30 there will be an enrollment period. For purposes of the sick bank, the sick bank year will be December 1 through November 30. All days previously donated to the sick bank from prior years will remain in the bank and form the foundation for the new voluntary sick bank.

To join the sick bank (or to rejoin the bank), an employee must donate two (2) sick leave days. To maintain membership in the bank, day(s) must be donated as requested by the sick bank committee. Only non-probationary employees are eligible to join the sick bank. Any employee who is on probation during the November enrollment period shall have thirty (30) calendar days immediately following completion of his/her probation to join the sick bank. Beginning July 2006, any current employee who is not a member of the sick bank now and wishes to join the sick bank must contribute two (2) sick leave days plus any days assessed from July 2006 to time of joining.

The sick bank will be administered by the sick bank committee. This committee will be made up of two (2) representatives from the Union (one from WBT and one from WBCMMT) and two (2) representatives from the Employer. The committee shall

determine the need for additional assessments. Any sick bank member who notifies the sick bank in writing that he/she does not wish to give additional days shall be dropped from the sick bank. No days previously donated shall be returned.

A sick bank member shall make written application to use bank days after exhausting all personal accumulation of sick leave and all vacation time. All requests must be accompanied by a doctor's statement. The sick bank committee reserves the right to request additional medical information and/or a second physician's opinion. The committee also reserves the right to make exceptions to these rules for good cause. The decision of the sick bank committee is final and non-grievable.

Once approved for sick days, the member must serve a five (5) day waiting period without pay. Days will be granted on this schedule:

First fifty (50) days:	100% of daily rate
Second Fifty (50) days:	75% of daily rate
Beyond 100 days:	50% of daily rate

Sick bank days may only be used for personal illness or injury of the employee. Days loaned to an employee will not exceed 260 days for a twelve (12) month employee or 196 days for a ten (10) month employee in any five (5) year period. Members may donate additional days to the bank. A member who is without any sick leave days during the initial establishment of the bank, or during the annual donation period, or at the time of additional assessments, may borrow the needed days from the district.

All days loaned to the employee from the sick bank must be repaid to the sick bank from the employee's future accrued leave time. Such repayment will not begin until the employee has been back to work for two (2) pay periods. Employees returning to work after having used sick leave days from the bank will have a negative balance reflecting the days borrowed from the bank. As the employee accrues additional sick leave time, that accrued time shall be paid back to the bank until all days have been repaid. Repayment to the bank shall be taken from the accrued sick leave time only.

If an employee terminates employment with the district and still owes days to the sick bank those days will be repaid from any accrued sick days prior to the payout for unused days according to Article X, Section I and J.

- H. An Uninsured Health Care Program option will be made available to bargaining unit members. The plan, which shall be established by the Board of Education, will allow bargaining unit members to enroll in the plan during the month of November for the next tax year.

Also, a Dependent Care Program option will be made available to bargaining unit members. The plan, which shall be established by the Board of Education, will allow bargaining unit members to enroll in the plan during the month of November for the next tax year.

The initial plan shall be handled through Consolidated Financial, Inc. The Board may choose to change the carrier of this plan, but shall not do so without providing the Association at least sixty (60) days notice of any change.

- I. Hospital-Surgical-Medical Benefits may be extended to same-sex domestic partners per the criteria and requirements outline in Appendix C if allowed by law.

**ARTICLE XIII**  
**PAID LEAVES OF ABSENCE**

- A. All full and part-time employees regularly employed (ten [10] or twelve [12] months) shall earn and be credited with days at the rate of .7 days per bi-weekly payroll period for those employees who are working and earning pay. Days may accrue without limit, if not used. Employees who drive/work a minimum of twenty (20) hours for field trips and/or substitute runs during the summer when they are not normally scheduled to work will be credited with a proportionate increment for the actual number of hours worked at the end of the summer.
- B. Attendance Incentive - Employees who have perfect attendance (0 -2 absences) from July 1 to June 30 shall receive attendance incentive pay. The incentive shall be Three Hundred Twenty-five Dollars (\$325.00) for perfect attendance; Two Hundred Dollars (\$200.00) for not more than one (1) absence and One Hundred Dollars (\$100.00) for not more than two (2) absences. For this Section, an absence is defined as one-half (1/2) day or more and all absences are cumulative and include time off without pay (00), illness (01), personal business (02), and workers compensation (05).
- C. Leave days are to be used as follows:
  - 1. Sick Leave
    - (a) Personal illness of the employee. The Employer may, at its discretion, request a doctor's certificate stating that the employee is able to return to work. A physician's verification of illness may be required at any time, which is subject to the approval of the superintendent for absences due to illness of three (3) consecutive days or more and/or if a definite pattern of absence is established.
    - (b) Absence for serious illness in the immediate family (spouse, children, parents, brother, sister, other relative living in the same household or a legal guardian).
  - 2. Personal Leave

Personal leave for the following reasons, not to exceed three (3) days per year (but cannot be utilized on a school day immediately before or after a holiday vacation, or the beginning or the end of the school year):

    - (a) Legal business that could not be handled after work or on Saturday.
    - (b) Important and urgent matters, such as the wedding of an employee that cannot be handled outside school hours. Personal leave days must be approved by the Supervisor.

3. Special Leave  
Additional leaves over and above the three (3) days personal days may be granted if approved by the Supervisor and the Assistant Superintendent for Human Resources.
4. On leave days for special leave, as well as any other leave, whenever possible such leaves must be requested in advance, in writing, and approved by the Assistant Superintendent for Human Resources. The request shall include a statement by the employee that the leave request is for a purpose authorized within this Section, as set forth above. The employee may be requested to set forth a specific reason for such leave. All leave days shall be subject to the following: Leave days shall not be used for personal pleasure such as hunting, fishing, skiing, sports events or extended vacations. Abuse of temporary leaves may be subject to disciplinary action.
5. Funeral Leave  
In the event of the death of an employee's spouse, children or parents, the employee shall be granted funeral leave up to five (5) days. Such leave shall not be deducted from the sick leave accumulated. In the event of a death in the immediate family (mother/father-in-law, brother, sister, grandparents, grandchildren, brother/sister-in-law, son/daughter-in-law, any person living in the same household or a legal guardian) the employee shall be granted funeral leave not to exceed three (3) days. Such leave shall not be deducted from the sick leave accumulation. Additional days may be granted as special leave with approval; however, these days are deductible from the employee's sick leave accumulation.
6. The above paid leaves will be granted only to the extent that current leave days are available as accrued by the employee, except for funeral leave.
7. Jury Duty  
Employees who are summoned for jury duty examination and investigation must notify the Human Resources Office within twenty-four (24) hours of receipt of such notice. If such employee then reports for jury duty, he/she shall be paid an amount equal to the difference between the amount of wages such employee would otherwise have earned by working that day and daily jury fee paid by the Court for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work. Jury Duty checks will be presented to the Payroll Office and copied as evidence of the deduction from regular wages. Such time spent on jury duty shall not be charged against an employee's leave days.
8. Worker's Compensation  
An employee who is absent because of a work-related disability that is compensable under the Worker's Compensation Act will be paid as follows:
  - (a) If the absence is for seven (7) calendar days or less, the Board shall pay the employee his/her regular wages, not chargeable to the employee's sick leave bank.

- (b) If the absence is for eight (8) calendar days or more and the employee is eligible to receive Worker's Compensation payments, the employee may elect to receive the difference between the amount payable by the Worker's Compensation carrier and the employee's regular wages, chargeable to the employee's accumulated sick leave bank pro rata. The combined payments received by the employee shall not exceed the employee's regular wages or the accumulated sick leave including loans, if any, from the bargaining unit's sick leave bank. If the employee exhausts his/her sick leave bank but is continuing to receive payment from the Worker's Compensation carrier, the employee's insurances shall be held intact.
- (c) All absences must be verified by a doctor's statement before any payments will commence. The doctor's statement must specify the diagnosis, treatment recommended, and the length of time the employee will be absent.
- (d) If an employee has been released by the doctor to return to work and a follow-up visit is necessary, a doctor's statement must be submitted specifying the date of the visit. The Board shall pay for the absence (since this is not compensable by the Worker's Compensation carrier), and it will not be charged to the employee's accumulated sick leave bank.
- (e) If the Worker's Compensation carrier disputes the claim filed by the employee, the employee is expected to return to work without restriction. The employee shall retain the right to file an appeal with the Worker's Compensation carrier and utilize his/her sick leave bank, subject to a doctor's recommendation to remain off work. If the employee fails to return to work upon exhaustion of his/her sick leave bank, the employee shall be considered on unpaid leave. An unpaid leave shall be granted for up to one (1) year. Extensions beyond one (1) year shall be at the discretion of the Employer. Failure to extend the unpaid leave is not subject to the grievance procedure. However, the leave must be extended if the employee has not had his/her Worker's Compensation claim adjudicated.

The employee shall not be eligible for sick leave accrual or vacation leave accrual and shall be responsible for the payment of his/her own Insurance benefits as provided for under the COBRA Act. If the employee returns to work by the end of the unpaid leave, the employee shall be reinstated to his/her former position, or one of equal classification. If the employee fails to return to work by the end of the unpaid leave, the employee shall be considered as terminated.

9. Maternity Leave

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

10. Court Appearance

An employee who is required to appear in court at the request of the Employer, or with the approval of the Employer as a result of a job-related incident, will receive pay for all time spent in court. Such time shall not be deducted from the employee's paid leave bank. This provision does not apply to any legal action taken against the district. An employee who is subpoenaed to appear in court as a result of a non-job-related incident will be subject to the Special Leave provisions of Article XIII, C. 2.

11. Employees will be allowed up to six weeks of paid leave (using the employee's accumulated leave) for absence for paternity leave or adoption.

**ARTICLE XIV**  
**UNPAID LEAVES OF ABSENCE**

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

A. Personal or Professional

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

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

B. Public Office

Any employee elected or appointed to a public office which takes him/her from his/her employment with the Employer, shall, upon written request of the employee, be granted a leave of absence without pay or benefits. The leave of absence shall not exceed one (1) year, but may be renewed or extended for a similar period at any time upon request of the employee. Neither seniority nor salary credit will be granted for the leave.

C. Military Leave

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



D. Union Business

Any bargaining unit employee elected or appointed by the Union to do work which takes him/her from his/her employment with the Employer shall, at the written request of the employee, be granted a leave of absence without pay. The period of the leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period at any time upon the request of the employee and approval of the Employer. The seniority of the individual on leave for Union business shall continue to accumulate, excluding pay increments, during the leave.

E. Medical Leave

A medical leave of absence shall be granted to employees for up to one (1) year. The leave may be extended for another year. This leave must be substantiated by a physician. Seniority shall continue to accumulate, excluding pay increments, during the leave.

F. If an unpaid leave of absence is terminated after bid day the employee shall be reinstated consistent with the provisions of Article XVII Section S.

G. Family and Medical Leave

After a full year (at least 1250 hours) of employment, employees will be eligible to request an unpaid leave of up to twelve (12) weeks for the birth of a child, adoption of a child, foster care of a child, care of a child 18 years or younger, care for a spouse, child or parent if such relative has a serious health condition, or for their own serious illness. To be eligible for the leave, the employee must have been actively employed for one (1) full year prior to the commencement of the leave. The Board may require that the employee exhaust all paid leave entitlement as part of the mandated twelve (12) week leave period.

Application for leave under this provision shall be made by completing the district-provided application form at least thirty (30) days prior to the commencement of the leave. If it is not possible to complete the application form in advance of the leave, the form must be completed and signed within ten (10) days of the start of the leave. The form shall state (1) the reason for the leave; (2) relationship to the individual; (3) expected beginning and ending dates; (4) physician's verification; (5) agreement to reimburse the costs of medical premiums should the employee sever employment, subject to the exceptions as outlined in the Family and Medical Leave Act Rules and Regulations.

The Board may request medical verification or other information verifying the need for the leave. The commencement and duration of the leave may be dependent on the special leave rules set forth for academic institutions in the Family and Medical Leave Act as determined by the Employer. Seniority shall continue to accrue during the leave. Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were at work. If the employee returns to work immediately following the twelve (12) weeks of leave, he/she shall return to the same position or a position equivalent to the position held prior to the leave. If the leave continues for longer than twelve weeks, the employee will return under the conditions stated in Section F or H of this Article.

**ARTICLE XV**  
**GENERAL PROVISIONS**

A. Union Bulletin Board

The Employer will provide one (1) bulletin board in a location approved by the Immediate supervisor, which may be used by the Union for posting Union notices. The Union shall also have access to the inter-school mailing system for distribution of notices to be posted.

B. Facility Use

The union will be permitted to use the school facilities for regular and special business meetings of the Union and for committee meetings on Union business provided the facilities/rooms are arranged and approved in advance. In addition, meetings shall be held during non-work hours and without disrupting other commitments for use of the premises.

C. Birmingham Teacher's Credit Union

Employees may sign and deliver to the Board of Education office an authorization to deduct a specific sum payable to the Birmingham Teacher's Credit Union, said sum to be paid regularly thereafter.

D. Jackets

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

Measurements will be provided by a selected company to ensure proper fit. All jackets provided by the Employer will be in a style and color specified by the supervisor. Jackets shall be imprinted with school name, logo and the employee's first name. Jackets will be kept clean at all times. Employees shall not wear any other clothing with names, pictures, graphics, slogans, or statements of any kind, which are inappropriate or violate established district policy. Exceptions will be designer's name or manufacturer's name on clothing and Union insignia. Issued jackets must be worn at all appropriate times by employees. To receive a new jacket, employees must turn in their old jacket to the supervisor. Upon termination from the district, an employee must turn in all uniforms and jackets in their possession.

In place of receiving a new jacket, the employee may elect to select boots, gloves or other work clothing for the employee's work use at the vendor selected by the employer up to an amount equal to 100% of the cost of the jacket.

E. Meal Allowance/Reimbursement

Employees traveling outside the district on approved Employer business or on out-of-district field trips shall be reimbursed \$3.50 for breakfast, \$4.50 for lunch and \$8.50 for dinner, providing such business occurs during the normal breakfast, lunch, and dinner hours, which are prior to 9:01 a.m. for breakfast, 11:00 a.m. up to 1:00 p.m. for lunch, and 5:00 p.m. up to 7:00 p.m. for dinner.

F. Direct Deposit

Wages will be paid bi-weekly via direct deposit in accordance with the payroll schedule and the direct deposit guidelines.

**ARTICLE XVI**  
**HEALTH EXAMINATIONS**

- A. In compliance with Act 290 of P.A. of 1966, as amended, the Employer shall require evidence of freedom from communicable tuberculosis as a condition of entering and maintaining employment. Evidence shall be a report of a negative tuberculin skin test or chest X-ray showing no evidence of active tuberculosis. The cost of the tuberculin skin test, which must be taken at the Oakland County Health Department, shall be borne by the Employer. However, if the employee furnishes evidence that he/she is allergic to the skin test or the medical need for an x-ray, the Employer shall pay the cost of a chest X-ray not to exceed that charged by the Oakland County Health Department.
- B. School bus drivers are required to take and pass a health examination before driving a bus at the beginning of each school year. The Employer shall pay the cost of such examination, which shall be performed by an Employer-sanctioned or appointed physician. Such examination shall be in addition to, and not duplicate of, the tuberculin test as specified in A above. Any bus driver who reports for work upon employment or at the beginning of a school year without presenting a school bus driver medical examination record shall be immediately suspended without pay until such records are furnished the Employer as required by law.

**ARTICLE XVII**  
**ASSIGNMENTS AND WORK SCHEDULE**

- A. On the Tuesday two weeks prior to the opening of school each year, a mandatory meeting will be held followed by three days for bidding, maps and dry runs.

The bid schedule for the 2008-2009 school year is as follows:

		<u>2008-2009</u>
Monday (unpaid)	Route review	August 18, 2008
Tuesday	Mandatory staff meeting (4hrs./route review)	August 19, 2008
Wednesday	Route selection/map/dry run/ training	August 20, 2008
Thursday	Route selection/map/dry run training	August 21, 2008
Friday	Map/dry run/training	August 22, 2008

All employees will participate in training on one of the route selection/map/dry run/training days (August 20, 21 or 22). The day of the training will depend on the day the employee bids.

Attendants will bid on runs after drivers have selected their runs.

August 25 and 26, 2008 will be optional work days. The requirements to work optional days are as follows:

1. Employees must elect to work all optional days or none.
2. Each day will be paid at four (4) hours.

3. Up to thirty-four (34) employees can elect to work on optional days.
4. If more than thirty-four (34) employees elect to work on these days, the top senior thirty-four (34) employees will be chosen to work.
5. Employees may use vacation time to bring up their time equal to their block time.
6. Employees must indicate if they wish to work these days in writing within two days of ratification of the contract.
7. Employees not working these days may elect to use vacation time for optional days.

As soon as possible, employees will receive notice of the tentative date of the fall bid day. Employees must be available to assume all duties once runs are selected on bid day including a current medical card. Within 60 days of the calendar being established for the 2009-2010 school year, the dates of the bid schedule and school calendar will be provided to employees.

- B. If a driver or attendant is on the road during the time he/she is scheduled to bid, he/she may delegate another driver, in writing to bid for him/her, or may request that his/her run be covered during the bidding time. It is the employee's responsibility to request coverage or to delegate bidding to another employee. A union rep will be present for all bidding.
- C. Any run or extra work whose time is changed between the time it is placed on the table Monday morning until the beginning of bidding on Wednesday will be marked with a brightly colored sticker.
- D. All transportation packages will have a start and end date listed.
- E. On bid day, and in filling other posted runs, all runs will be assigned by seniority bidding, provided that the employee can handle the run assignment. Employees absent from the meeting will be assigned by the transportation supervisor to those packages that remain at the end of the meeting. However, any employee unable to attend the bid day meeting for a reason acceptable to the Employer will be allowed to delegate his/her bid to another employee who shall act as his/her agent. Such delegation shall be in writing and submitted prior to the bid meeting.
- F. A basic run package is defined as a high school, middle school, elementary school, special education run, middle part of special education, Magnet run, and shuttle run or any combination thereof as established by the Employer. (A three-tier run is defined as a high school/middle school/elementary package. Magnet is an elementary activity). All drivers and attendants will be expected to punch in at the beginning of their workday and punch out at the end of their workday according to the run package.
- G. An extra run is defined as a run outside of a basic run package such as vocational, early high school, shuttles, ECSE/AI preschool, lunch and learn or any combination thereof as established by the Employer. Any extra run that cannot be added to an existing package will first be reviewed with the union prior to posting. Following that discussion the Employer will finalize the details of the extra run and either post for bidding or attach to a current run.
- H. Any exceptions to basic run packages or extra run packages resulting in a need for time adjustments due to numbers of students or length of run will be adjusted by the

supervisor. All exceptions will be made in fifteen (15) minute segments. Adjustments will be made within ten (10) working days of the employee's written notification to the supervisor of the problem.

- I. In addition to the basic run package, extra run packages may be selected by seniority to build a total daily assignment consisting of as many hours as desired, but not to exceed eight (8) hours per day.
- J. Once a total daily assignment is established, the extra run(s) shall not be separated unless the employee makes a request in writing to relinquish the extra run(s) or they are eliminated altogether. However, a run may be split for reasons of overcrowding or distance. In such splits, the employee originally bidding on such a run shall have the choice of the split portions. The remainder shall be posted for seniority bidding.
- K. All vacant runs (basic, extra, etc.) will be posted for (5) working days so that employees may bid for the run on a seniority basis. A run will not be posted unless it is vacant or unless the run increases by thirty (30) minutes or more. A complete run will not be posted if the additional time added results from bidding on the extra time.
- L. If an employee's run (or portion of a run) is reduced or eliminated by fifteen (15) minutes or more, the employee will be placed in a vacant run of equal hours or if no vacant run exists, bump the least senior employee with equal hours. If no least senior employee can be bumped in order to regain all of the time eliminated or if there is no vacancy of equal hours available, then the employee will continue with his/her current hours until another position becomes available.
- M. Shuttles, which cannot be performed within a basic run package operation, will be bid on by seniority. If no one bids on the time, then it will be assigned to the lowest seniority employee able to perform the shuttle and the entire run will be reposted. If a shuttle is created after bid day which can be included in a basic run package, the shuttle run will be assigned to the lowest seniority employee able to perform the shuttle.
- N. Seniority employees whose regular hours are less than eight (8) hours per day shall be given preference by seniority (not rotation or equalized) for substitute assignments not to exceed eight (8) hours per day providing their schedule permits. However, should it be necessary to give substitute assignments to an eight (8) hour employee, all such assignments will be awarded by seniority.
- O. Employees with regular runs shall be guaranteed at least four (4) hours per assigned day. Relief Drivers and Relief Attendants shall also be guaranteed a minimum of four (4) hours per assigned day. Relief employees will not be awarded work which results in more than their regular time except as in Section L. above.
- P. All transportation employees shall be paid for a minimum of one hundred ninety-two (192) days. This is a total of one hundred and seventy-six (176) work days, ten (10) eligible holidays, three (3) bid/map/dry run/training days, one (1) clean up day, one (1) in-service day, January 23, 2009 and one (1) four hour mandatory meeting on August 19, 2008. Employees may elect to work four (4) additional days as described in Section A. Drivers with high school runs will work their normal block time on March 10, 2009.

- Q. During Bid Week, employees will have at least three (3) days to accomplish all related duties, i.e., bidding, bus preparation, written narrative maps, drawn geographical maps, and phone calls. It is generally expected that these duties will be accomplished within the three (3) work days beginning with bid day. For those drivers and attendants whose summer run continues during bid week, the two (2) days for map preparation and dry run will be paid out during the next week if possible, or the days may be added to the employee's vacation allowance.

If an employee has a field trip on any day other than bid day, it is expected that all the above duties will be accomplished on another day that week. It is also understood that no employee will be paid for any time over his or her bid hours with the exception of bid day itself.

- R. At bid day, the supervisor will provide all employees with a "tentative" work calendar for the entire school year. In the event officially scheduled work, is canceled through no fault of the employee, employees will be given the choice of being assigned work in the transportation department and being paid for the day's scheduled hours or the employee may elect to go home, being paid only for those hours worked on that day. Employees who elect not to stay at work must provide written notice of such within one week of notice to employee of canceled work.
- S. Any employee who is absent from work shall maintain his/her bid package and have his/her runs (high school, kindergarten/noon or late) substituted for the duration of the paid leave in accordance with Article XIII and Article XIV, Section F.

If an employee is not able to work on bid day (i.e. unable to meet the criteria under the bid language provided in the current contract), he/she will not participate in selecting a run on bid day. Following his/her return to work, the employee may be assigned a position comparable to employees of similar seniority if a vacancy exists. If no vacant position is available the employee will be able to claim the least senior position commensurate with his/her seniority rights (i.e. least senior five-hour position; least senior kindergarten/noon hour position; or the least senior late run position). This will take place only if the employee qualifies for those runs based on the employee's seniority. The employee may elect to claim a position in his/her own classification with fewer hours than his/her seniority would entitle him/her to but is only eligible to claim the least senior employee's position within the time block elected. Once an employee elects a time block to claim a position, he/she cannot elect another time block run during this return to work period.

If an employee has selected a run on bid day and then is on a leave (i.e. sick, personal, FMLA, Workers Comp) he/she will be eligible to bid on additional time or a vacant run. However, the employee shall retain his/her original hours and will not be able to claim the additional time or hours until his/her return to work.

- T. Out of district Special Education routes shall be based on the Special Education School calendar, not the West Bloomfield School Calendar. If West Bloomfield does not have school and an employee requires time off, the employee must submit a "Time Off Request" form and the time will be charged to the appropriate bank. If the Special Education employee does not have a mid-day route and the Special Education school has a half day but the employee still has other students to transport during the p.m.

block time, the employee must personally transport during the p.m. block. The noon portion will be considered extra time for the employee or will be covered by a substitute.

- U. All Transportation employees who are required to be CDL certified shall be required to maintain a valid CDL at all times. Failure to have a valid license will result in disciplinary action which may include loss of pay or discharge.
- V. Employees will not be assigned to work as crossing guards unless they have been given appropriate training for the assignment. Exceptions may be made in emergency situations where no trained employee is available to do the work.
- W. When an employee is absent for one month or when an employee is expected to be absent for one month or by mutual agreement of the employer and the Union the absent employee's run will be posted as a temporary run. When posted, the basic package will be posted separately from any extra run. Extra runs or middays will continue to be posted until all work is finally assigned. Likewise, if the temporary basic package exceeds 4.5 hours then subsequent postings will occur until all work is finally assigned. No lateral moves either in total time or in time of the basic package or extra run will be allowed. Should the employee whose absence led to the temporary posting return, all employees shall return to their former runs. Should the absent employee terminate employment, the basic package and any extra runs shall be posted as a vacant run (Article XVII, Section K) and the temporary posting language will no longer apply.

#### **ARTICLE XVIII** **FIELD TRIPS**

- A. When district-owned vehicles (other than those assigned administrators) are used for field trips, they will be driven by bargaining unit bus drivers, if available.
- B. Regular employees (including relief employees) shall be put on the "field trip board" at high hours as soon as they complete their probationary period. Employees may choose not to be put on the "field trip board" if they make such request in writing. Field trip hours continue from year to year.
- C. Field trips, Monday through Friday, shall be posted on the "field trip sheet" and assigned according to rotation and low field trip hours. If two (2) days notice of departure time is not available, the trip will be considered an emergency field trip. Emergency trips may be given to the first available employee. Such trips are chargeable as per the Master Agreement. Any employee refusing an "emergency trip" shall not be charged. Employees must work their scheduled work day prior to a Saturday or Sunday field trip, except during summer recess.
- D. Emergency field trips will be posted and any employee wishing to take the trip shall initial the trip. The trip will be given to the employee with low hours. Any emergency trip for the next day will be left up for the entire day and assigned to the low hours driver the next morning. Emergency trips scheduled for the same day will be posted and removed no sooner than four (4) hours before the scheduled trip. Emergency trips with less than two (2) hours before departure will be given to the first available employee regardless of hour status. In the event that an employee is not on the Field Trip list signs to take an emergency trip, he/she will be placed on the Field Trip list at high hours.

- E. Employees not permitted to drive Saturday or Sunday field trips because of an absence on the previous work day will not be charged for that field trip. This does not apply to absences which are regarded as leaves.
- F. Substitute drivers, relief drivers, or unassigned drivers may be used to work field trips during the regular day when all regular drivers are assigned their normal runs. However, any field trips extending past the normal three-tiered run will be assigned to a regular driver.
- G. Employees may change or trade field trips prior to forty-eight (48) hours before said trip, upon the approval of the transportation department. Any employee having accepted a field trip who finds he/she is unable to work that field trip must contact the transportation office to allow them to reassign the trip within forty-eight (48) hours of said trip. Employees must notify the office of any changes. If an employee has traded a field trip for a specific day, another field trip will not be assigned for that day.
- H. Employees requesting to be removed from the field trip list for extended periods shall state so in writing. Employees returning from non-medical leave or personal leave, or requesting to be included on the field trip list, shall be included at high hours. Request to be included on the list must be made in writing.
- I. Saturday and Sunday field trips shall be assigned according to rotation and low field trip hours and posted on separate "Saturday field trip" and "Sunday field trip" sheets. If a trip spans two or more days the assignment will be determined by which day has the majority of hours.
- J. Employees will not be assigned field trips on days when West Bloomfield is not in session or after 4:00 on a day preceding a day when West Bloomfield is not in session or the Saturday and Sunday preceding or following a scheduled day off. A sign-up sheet will be posted for trips during this time. These trips will be considered as emergencies and assigned as such. Trips taken on a paid holiday will be included on the Sunday field trip list. The sign-up list should be posted one to two weeks prior to the scheduled day(s) off. Scheduled days off should include the Friday before Labor Day, teacher full-day inservice, Jewish holidays, Thanksgiving, Winter, Midwinter and Spring recesses, Memorial Day, Martin Luther King Day, and Teacher Records Day.
- K. Field trips may be split if the one-way distance is less than fifty (50) miles. Field trips may be split when there is more than three hours between punch out and punch in time.
- L. A refusal shall be considered the same as worked time. All field trip hours will be charged to the field trip board equal to the trip refused. Employees on approved medical leave will not be subject to the three-refusal section. Hours will be charged as they reach their point in rotation. Any employee declining when called three (3) consecutive times will be removed from the list for that six-month period.
- M. All field trip hours will be updated and posted monthly on the "field trip sheet".
- N. If an employee's field trip begins or ends within thirty (30) minutes of the regular run, the employee will not be required to clock out, but will be paid continuously. If a employee's extra run begins or ends within thirty (30) minutes of the regular run, time will be added to equal no more than an eight (8) hour day.



- O. The district shall attempt to provide a chaperone on the bus for all field trips taken outside the district. The employer will notify all those arranging field trips that a chaperone on the bus is to be provided. One one-way athletic field trips chaperones will be governed by the West Bloomfield Athletic Field Trip Chaperone Policy.
- P. Drivers who drive boat trips must be certified and must have CPR and First Aid training. A separate list will be kept for these trips and trips will be equalized between the certified boat drivers on the list.
- Q. Employees may refuse an overnight trip without charge. Such trips must be turned back within a reasonable amount of time.
- R. If students whose IEP requires an attendant are to be transported on field trips, a Transportation Attendant will be scheduled for the field trip.
- S. All employees on Saturday, Sunday or after school hours field trips shall be provided with emergency procedures to be used if necessary.
- T. An employee on a field trip shall not leave the field trip site without permission from the coach/chaperone/teacher. If allowed to leave the field trip site, the employee will return to the site at least thirty (30) minutes prior to the scheduled departure time.
- U. No employee will be assigned more than one trip per day.
- V. Employees will not be assigned field trips or may turn in assigned field trips, without charge, on approved days off.
- W. On days when school is not in session and the employee elects to use vacation time and accepts a field trip, all hours will be paid at straight time. If the field trip exceeds eight (8) hours, the field trip hours over eight (8) hours will be paid at the over-time rate.

**ARTICLE XIX**  
**MISCELLANEOUS**

- A. A sign-up sheet for summer work will be posted at least two (2) weeks before the end of the school year. Only seniority drivers and attendants are eligible for summer work. For purposes of assigning summer work, attendants and drivers will be considered to be in two different departments. Assignments will be made on a seniority basis for drivers for driving positions and attendants for attendant positions. Should there not be sufficient seniority attendants to fill all of the attendant positions, drivers will be assigned in seniority order, if qualified, as determined by the supervisor. All substitutions of summer runs and for attendants shall be on a seniority basis from the summer work sign-up sheet. If a driver works as a bus attendant during the summer, he/she will be paid his/her regular step on the Attendant rate schedule. Employees shall be paid for dry run and map preparation for summer runs. The Employer shall provide written notification of the actual date and times for summer bidding. The Employer will attempt to schedule bidding at a time when the majority of drivers and attendants on the sign-up list are available. If a driver or attendant is on the road during the time he/she is scheduled to bid, he/she may delegate another employee, in writing to bid for him/her, or may request that his/her run be covered during bidding time. It is the employee's responsibility to

request coverage or to delegate bidding to another employee. A union rep will be present for all bidding.

- B. All summer field trips shall be assigned according to rotation and low field trip hours from the summer work sign-up sheet. Summer field trip lists will be started over each summer. Summer field trips shall be defined as those trips which start the day after clean-up day and ending the day before the first student day.
- C. Employees punching out after their established run ending times will not be paid any additional time unless there is a verifiable need for such time (i.e. flat tire, equipment failure, discipline problems of a serious nature requiring time to meet school building administrators, "stuckies" or other delays resulting from inclement weather). Additional hours (beyond block time) must be turned in on a timesheet by the employee for verification/approval by the transportation department personnel. All completed field trip forms are to be submitted within the current pay period.
- D. All employees will punch the time clock at the start and end of their daily schedule.
- E. Drivers and Attendants shall be allowed two (2) fifteen (15) minute periods for bus preparation each day. Bus preparation shall include, but not limited to, pre- and post-trip inspections, adding oil, adding fuel, cleaning bus, and warm up. Additional time may be assigned as deemed necessary by management. An additional fifteen (15) minute period for bus preparation may be added to any mid-day run if the driver is driving a bus he/she did not personally prepare in the morning and the driver was unable to complete both the pre-trip inspection and the run in the allotted time.
- F. Drivers must notify the Transportation Supervisor whenever they receive a moving violation, whether as a result of driving a district vehicle or personal vehicle. Drivers who accumulate seven (7) or more points on their driver's license, or whose license is suspended or revoked, shall be removed from their positions as drivers. This is a State Law.
- G. The employer will provide information on training and/or training programs that would assist the driver to pass the Commercial Driver's License test.
- H. Employees desiring extra runs or overtime will sign such a statement by 7:30 a.m. each day.
- I. Except for special ed runs, busses will be assigned by seniority, beginning with the most senior driver, each year or whenever new busses are delivered prior to December 1.
- J. When scheduled days of work are cancelled because of conditions not within the control of school authorities such as severe storms, fires, and epidemics or health conditions as defined by city, county, township or state health authorities, employees shall not report on these days and shall be paid for the days. Notification of cancelled days shall be by the major radio stations and transportation fan out. On inclement weather days when West Bloomfield employees are required to transport students out of the district (i.e. special education, vocational education, etc.), they will receive additional vacation time equal to the time driven on that day. In the event that state law requires the district to make up the days or suffer an economic penalty, and the district schedules make-up days cancelled under this provision, employees will not be paid for the make-up days.

- K. If office staff makes a change on an employee's time sheet, the employee must be notified of the change as soon as possible.
- L. The following provisions will govern the doubling of or assisting on runs. Assignments to double or assist another driver will only be given by the dispatcher. Drivers are not permitted to give themselves an assignment. Ideally, assignments will be given before drivers leave the bus terminal in the morning or afternoon. Assignments may also be given over the radio. If a driver observes a route that needs to be covered, he/she may offer to cover or assist on the run, but must receive radio confirmation from the dispatcher's office. If availability, space on the bus, and location are equal, then seniority will be the deciding factor in assignments. Those drivers doubling a tier (high school, middle school, or elementary) will receive thirty (30) minutes additional pay at straight time. Those assisting a tier (either three stops or shuttling students) will receive fifteen (15) minutes additional pay at straight time. If an assignment makes a driver late (beyond block time) the driver will be paid for whichever is greater; late punch-in or doubling/assisting time, but not both.
- M. On days when West Bloomfield is not in session, a sign-up sheet will be posted for extra work which shall be assigned by seniority.

**ARTICLE XX**  
**CONFORMITY TO LAW**

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Employer, the Union, and employees in the bargaining unit and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect.

**ARTICLE XXI**  
**NO STRIKE, NO LOCKOUT**

- A. During the life of this Agreement, the Union will not authorize, sanction, condone, participate in, or acquiesce in, nor will any member of the bargaining unit take part in any strike as defined in Michigan Public Act 336 of 1947, as amended by Michigan Public Act 379 of 1965 to-wit:
  - "The concerted failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment."
- B. No lockout of employees shall be instituted by the Employer during the term of this Agreement.

**ARTICLE XXII**  
**WAIVER**

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter existing on its effective date and not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. Either party may request to meet for the purpose of negotiating supplemental agreements. Such negotiations are voluntary on the part of each party and will only be entered into by mutual consent. Any supplemental agreement to cover new job classifications within the unit or other mandatory subjects for collective bargaining shall be subject to the approval of the EMPLOYER and the UNION. Any such supplemental agreement shall be approved or rejected within a period of thirty (30) calendar days following the date of tentative Agreement.

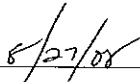
**ARTICLE XXIII**  
**DURATION OF AGREEMENT**

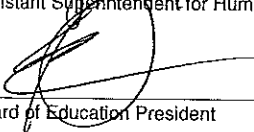
This agreement represents the entire Agreement between the Employer and the Union and supersedes all prior Agreements and cancels all previous Agreements, verbal or written, between the parties, and shall become of full force and effect from July 1, 2008 and shall continue in full force and effect until midnight, June 30, 2009, and from year to year thereafter unless either party hereto shall give the other party at least sixty (60) days written notice, by certified mail, before the end of the term of this Agreement or before the end of any annual period thereafter, of its desire to terminate.

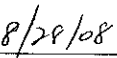
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION**


  
\_\_\_\_\_  
Assistant Superintendent for Human Resources

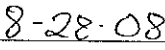
  
\_\_\_\_\_  
Date


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

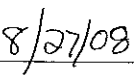
  
\_\_\_\_\_  
Date

**WEST BLOOMFIELD TRANSPORTATION, MEA-NEA:**

  
\_\_\_\_\_  
President, WBT MEA-NEA

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
MEA Representative

  
\_\_\_\_\_  
Date

**APPENDIX A**

**WAGE SCHEDULE**

**2008-2009  
FREEZE ON STEPS AND SALARY**

	Step 1 – Start	Step 2	Step 3	Step 4	Step 5	Step 6
(10) Driver	13.91	16.40	16.57	16.73	17.00	19.01
(11) Attendants	11.15	12.81	13.13	13.61	14.11	15.72

Each "step" represents one calendar year. If hired between July 1 and January 31, the employee will move up a STEP on the following July 1 and each July 1 thereafter. If hired between February 1 and June 30, the employee will have to wait until the second July 1 to move up a STEP and then each July 1 thereafter.

**APPENDIX B**

**LONGEVITY**

Employees will receive additional compensation in recognition of long term service to the District. Those employees who have completed the required years of service by December 31<sup>st</sup> each year shall be paid the following amounts in the first paycheck issued in December of that year.

10-14 years of service	\$150.00
15-19 years of service	\$225.00
20+ years of service	\$325.00

**APPLIES TO TRANSPORTATION EMPLOYEES HIRED AFTER JUNE 30, 2008**

**TRANSPORTATION WAGE SCHEDULE**

**2008-2009**

	Step 1 & Step 2	Step 3 & Step 4	Step 5 & Step 6	Step 7 & Step 8	Step 9 & Step 10	Step 11 & Step 12
(10) Drivers	\$13.91	\$16.40	\$16.57	\$16.73	\$17.00	\$19.01
(11) Bus Attendants	\$11.15	\$12.81	\$13.13	\$13.61	\$14.11	\$15.72

## APPENDIX C

### SAME-SEX DOMESTIC PARTNERS HEALTH COVERAGE

#### Definition of Health Care Coverage

Health care coverage shall include the following insurance plan coverage:

- Hospital-Surgical-Medical Benefits

#### Eligibility Criteria

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

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

#### Enrollment and Confidentiality

The West Bloomfield School District will keep records containing domestic partner information confidential to the extent permitted by law.

### **Taxability**

State and/or federal law does not recognize same-sex domestic partners as legal "spouses". Therefore, the value of the health care coverage is subject to income tax and FICA taxes and will be reported as imputed income on the employee's W-2 Form. The same-sex domestic partner may, however, qualify as an IRS "eligible dependent" if more than half of the partner's support for the year comes from the employee, the partner earns less than the IRS exemption amount and the partner is a member of the household maintained and occupied by the employee. An employee who believes her or his situation meets these qualifications should verify this with a competent attorney, at her or his own expense. The district assumes no tax responsibility or tax liability for the veracity of continuing veracity of the statements contained in this section, taxability, and no employee should rely on information contained herein as being definitive on this subject. An employee's same-sex domestic partner's children may be eligible for coverage if they meet the dependent requirements under Section 151 and 152 of the IRS Code. The employee must submit competent legal documentation, at his or her own expense, that the children meet these requirements.

### **Termination of Domestic Partner Relationship**

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

### **Addition of a New Same-Sex Domestic Partner**

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

### **COBRA or COBRA Like Continuation Coverage Benefits**

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

### **Coverage Limited to Same-Sex Domestic Partners**

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