

**Bedford Public Schools
Temperance Michigan**

**AFSCME
Local #2071**

**MASTER
AGREEMENT**

2007-2010

**AFSCME MASTER AGREEMENT
2007-2010 INDEX**

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AGREEMENT

This Agreement entered into this first day of July, 2007, between the Bedford Public School District, Monroe County, Michigan, here-in-after referred to as the "employer" and Local #2071 affiliated with Council #25 and the American Federation of State, County, and Municipal Employees (AFSCME), here-in-after referred to as the "Union".

ARTICLE ONE (1) - PURPOSE AND INTENT

It is the general purpose of this Agreement to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the employer, the employees, the Union, and the community. To these ends, the employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees. All parties to this Agreement recognize and subscribe to the principle that the interest of the students and the citizens of the school district are significant, and neither the employer nor the employees can maintain community respect in the absence of excellent and dependable service. NOTE: The headings used in this Agreement and the exhibits neither add to, nor subtract from, the meaning, but are for reference only.

Any letters of understanding will roll over to the new contract 2007-2010.

ARTICLE TWO (2) - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, the employer does hereby recognize the Union as the exclusive representative of all custodial, maintenance, utility, and warehouse employees, and all substitute custodians who work twenty (20) hours average per week for any consecutive twenty-seven (27) weeks and, excluding substitutes who do not meet the above definition and temporary employees and exclusive of secretaries, clerks, supervisory, administrative, and instructional personnel, for the purpose of collective bargaining in respect to pay, wages, hours of employment, and other conditions of employment for the term of this Agreement.

All provisions of this Agreement shall be applied uniformly to all employees within the bargaining unit, unless otherwise contained herein.

ARTICLE THREE (3) - UNION SECURITY

- A. During the terms of this Agreement, any employee who is a member or becomes a member of the Union after their probationary period shall maintain their membership as a condition of continued employment.
- B. All present employees who are not members of the Union shall, within sixty (60) calendar days of the execution date of this Agreement, and all future employees who do not join the Union shall, at the expiration of their probationary period, pay

a service fee to the Union as a condition of continued employment for the term of this Agreement, either directly or through the check-off provisions as set forth in “Article Five” (5), on the following basis:

The service fee shall be the equivalent amount of the regular monthly dues of the Union.

- C. Employees who fail to comply with this article shall be discharged within thirty (30) days from the date of written notification from the Union.
- D. The Union will protect and save harmless the Board from any or all claims, demands, suits, and other forms of liability by reason of action taken by the Board or its designated agent for the purposes of complying with this article.

ARTICLE FOUR (4) - AID TO OTHER UNIONS

- A. The employer will not aid, promote, or finance any labor group or organization purporting to represent employees in the unit set forth in “Article One” (1) which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE FIVE (5) - UNION DUES AND INITIATION FEES

- A. Upon filing with the employer of a written request authorizing payroll deduction, substantially in accordance with the form set forth immediately hereafter, signed by the individual employee, the employer will, pursuant to its terms, during the term of this Agreement, deduct Union membership dues levied in accordance with the constitution and by-laws of the Union from the pay of such employee. Check-off deductions shall be deducted from the pay of the employee in the month immediately following execution and filing of the authorization for payroll deduction and from the first pay of each month thereafter. Deductions for any calendar month shall be remitted to the Union financial officer whose written designation has been filed in the employer's office, as soon as possible after the tenth (10th) day of the succeeding month. An employee shall cease to be subject to check-off deductions beginning the month in which they are no longer a member of the bargaining unit. The local Union will be notified by the employer of the names of such employees following the end of each month in which the termination took place.

B. Form for authorization for payroll deductions:

**AMERICAN FEDERATION OF STATE, COUNTY, & MUNICIPAL
EMPLOYEES AFL-CIO COUNCIL #25 LOCAL #2071**

Authorization for Payroll Deduction Service Fee

EmployeeName: _____
Employer Name: _____
Effective Date: _____

I hereby request and authorize you to deduct from my earnings a service fee once each month to be paid over to the treasurer of AFSCME. The amount deducted shall be based upon the amount specified in "Article Three" (3) of the collective bargaining Agreement.

Employee's Signature: _____

Number & Street Address: _____

City and State: _____

Authorization for Payroll Deduction

Employee Name: _____

Employer Name: _____

Effective Date: _____

I hereby request and authorize you to deduct from my earnings the current initiation fee being charged AFSCME, Local Union No. 2071, and effective the same date to deduct from earnings each month a sufficient amount to provide for the regular payment of the current rate of monthly Union dues, as certified by the Union. The amount deducted shall be paid to the treasurer of Local #2071 of the American Federation of State, County and Municipal Employees. This authorization shall remain in effect unless terminated by me by written notice to the Union and the employer within thirty (30) days immediately preceding the termination of my employment, or the termination date of the existing Agreement.

Employee's Signature: _____

Number & Street Address: _____

City and State: _____

ARTICLE SIX (6) - STEWARDS AND REPRESENTATION

- A. The employees shall be represented by stewards as follows: One (1) steward shall be elected to represent all custodial and maintenance employees. An alternate steward may be appointed by the president of the Union or their designated representative to replace the regular steward in the event of extended illness or absence.
- B. To qualify for a stewardship, the employee shall have at least one (1) year's seniority.
- C. The Union shall notify the employer, in writing, as to who the designated stewards are as soon as practicable after their election, selection, or appointment.
- D. It is mutually recognized that the principle of proportional steward representation, which reflects the increase and decrease in the work force, is a sound and sensible basis for determining proper representation.
- E. Any additional representation shall be subject to the mutual agreement of the parties.
- F. The Board will provide the Union with ten (10) days per contract year to be used at the discretion of the Union. The Union may charge time spent in collective bargaining, special conferences, grievance hearings, and other Union business to these days. Any additional time for meetings for collective bargaining, special conferences, and grievance hearings, shall occur during non-working hours. The employer will receive twenty-four (24) hours advance notification for activities other than special conferences, collective bargaining, and grievance hearings. The Union may accumulate and carry up to fifteen (15) days. Authorization for the use of these days for activities specified shall be by written letter from the local president. The employee authorized to use said days shall receive their full pay and benefits.

ARTICLE SEVEN (7) - SPECIAL CONFERENCES

Special conferences for important matters may be arranged between the local president and the Assistant Superintendent of Human Resources or their designated representative upon request of either party. Such meetings shall be between the employer and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and a written agenda of the matters to be taken up at the meetings shall be presented at the time the conference is requested. Matters taken up in the special conferences shall be confined to those included in the agenda. Conferences shall be held monthly and on a mutually agreeable date. The members of the Union shall not lose time or pay for time spent in such special conferences. A representative of the International Union and/or the Council may attend this meeting.

In addition to Special Conference, there shall be a Labor-Management Committee established which shall meet based upon the written request of either party. Arrangements for said meeting shall be by mutual agreement and a written agenda of issues to be discussed shall be submitted in advance. This committee shall meet on a continuing basis. The intent of these meetings is to proactively discuss concerns affected by either party, create a positive harmonious relationship between the parties and to strengthen the quality of work life.

The parties will create a safety committee consisting of one (1) representative appointed by the AFSCME Local #2071 Union representing the following groups: one (1) utility, one (1) maintenance, and one (1) custodial. Monthly meetings will be held as mutually agreed upon by the Director of Building, Grounds, and Maintenance or designee.

ARTICLE EIGHT (8) - GRIEVANCE AND ARBITRATION

- A. It is mutually agreed that all grievances, disputes, or complaints, arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and there shall at no time be any strikes, tie-ups of equipment, slowdowns, walkouts, or any other cessation of work through the use of any method of lockout or legal proceedings.
- B. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the employer and the Union.
- C. Should any grievance, dispute, or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

STEP ONE (1)

The Union steward and/or aggrieved employee shall, within twenty (20) working days of the occurrence or point of information, present the grievance orally to the Director of Building, Grounds, and Maintenance. The Director of Building, Grounds, and Maintenance shall attempt to adjust the matter.

STEP TWO (2)

If the grievance has not been settled at Step One (1), it shall be presented in writing by the Union steward and/or aggrieved employee to the Director of Building, Grounds, and Maintenance in the same time frame as Step One (1). The Director of Building, Grounds, and Maintenance shall attempt to adjust the matter and their written response to the Union steward and aggrieved employee shall be made within five (5) working days after receiving notification that a grievance exists.

STEP THREE (3)

If the grievance has not been settled at Step Two (2), it shall be presented in writing by the Union steward and/or aggrieved employee to the Assistant Superintendent of Human Resources Administration within ten (10) working days after the response of the Director of Building, Grounds, and Maintenance. The Assistant Superintendent of Human Resources Administration shall respond in writing to the Union steward and aggrieved employee (with a copy to the local Union president) within fifteen (15) working days after receiving the grievance.

STEP FOUR (4)

If the grievance is not settled at Step Three (3), the Union may request the services of a mediator from the Michigan Employment Relations Commission within twenty (20) working days of the date an answer was due in Step Three (3). Mediation shall not exceed twenty (20) working days from the date of the first mediation session.

STEP FIVE (5)

- A. If the grievance is still unsettled, the Union may, within thirty (30) working days after Step Four (4) is completed, and by written notice to the other party, request arbitration.
- B. A request for a list of arbitrators will be made to the American Arbitration Association by the Union. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.
- C. The arbitrator so selected will hear the matter promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and set forth his findings and facts, reasoning, and conclusions on the issue submitted. The decision of the arbitrator shall be final and binding on the employee, Union, and employer. The parties shall share the fees and expenses of the arbitrator equally.
- D. All grievances shall set forth specifically the act or condition or conditions and the grounds on which the grievance is based. If the grievance is claiming a breach of contract, the grievance shall set forth specifically the Article and Section of the contract, which is deemed to have been broken.
- E. Stewards may, with the consent of the employer, investigate grievances during the steward's working hours without loss of pay. Beginning with Steps Four (4) and Five (5), the employer agrees that the steward, aggrieved party and the local president shall not lose time for any time

spent at those steps of the grievance procedure. Meetings called for in Steps Four (4) and Five (5) shall be at a mutually agreed time.

- F. The grievance at Steps Two (2) and Three (3) shall be answered by the employer with a statement of his reasoning and shall set forth his answer to the grievance.
- G. The parties agree that all meetings held between the local Union and the employer shall be open to a representative of the Council and/or International Union.
- H. The time limits set forth in Steps Two (2) and Five (5) may be extended by mutual written consent of the parties.
- I. Should the Union fail to appeal a grievance within the time limits, the matter shall be deemed settled on the basis of the employer's last answer.
- J. Should an employee choose to pursue an alleged discrimination infraction case under State and Federal law, the Union and the District mutually agree to hold the grievance pending a ruling on said violation.

ARTICLE NINE (9) - MAINTENANCE OF STANDARDS

The employer agrees that all clearly established, continuous, and recognized conditions of employment in their individual operation relating to wages, hours, overtime, differentials, and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in the Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bonafide errors by the employer of the Union in applying the terms and conditions of this Agreement. The parties agree that "Article Nine" (9) is intended to include only those proper practices and minor benefits not covered by the specific language in the contract. Also, "Article Nine" (9) is not intended to conflict with the District's ability and responsibility to manage its affairs.

The party alleging a violation of a past practice as defined herein shall bear burden of proof that the practice has been violated.

ARTICLE TEN (10) - SEPARABILITY AND SAVINGS CLAUSE

- A. If any article or section of this Agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or

as to which compliance with or enforcement of has been restrained shall not be affected thereby.

- B. In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions in this Agreement to the contrary.

ARTICLE ELEVEN (11) - STRIKES AND LOCKOUTS

- A. During the term of this Agreement, the Union agrees that it or the employees shall not authorize, sanction, or condone any strike as defined in the Michigan Public Act No. 336, as amended by Public Act No. 379. Strikes shall also be defined to include slowdowns, stoppages, sit-ins, boycotts, or interference of any kind whatsoever with operations at any of the facilities of the Bedford Public School District.
- B. In the event of any such violation of this Article, the Union shall endeavor to return the employees to work as expediently and quickly as possible.
- C. No lockout of employees shall be instituted by the employer during the term of this Agreement.
- D. Upon enactment of a law giving bargaining unit employees the right to strike, nothing contained in this Agreement shall conflict or interfere with said right to strike.

ARTICLE TWELVE (12) - DISCHARGE

- A. The employer shall not discharge any employee without just and stated cause. If, in any case, the employer feels that it has just cause for discharge, the employee involved will first be suspended for five (5) working days. The employer shall schedule a hearing within the suspension period and shall render a written reply to the aggrieved party and steward within two (2) working days from the date of the hearing.
- B. If the matter is not resolved satisfactorily to the Union and/or employee; the Union and/or employee shall have the right to file a grievance beginning at Step Three (3) of the grievance procedure.
- C. Step Four (4) (Mediation). Mediation shall be an optional step to the Union.
- D. This provision is not applicable to an employee during their probationary period.

- E. The employer shall limit their use of the employee's past record in regard to prior discipline to a period of two (2) years.

ARTICLE THIRTEEN (13) – DISCIPLINE

- A. The employer shall not discipline an employee without just and stated cause. In so disciplining an employee, written notice of the complaint must be given to the employee within five (5) working days of occurrence. A copy of such notice shall also be given to the steward. Unless such written notice is given to the employee, the employer may not use it as evidence against such employee.
- B. Dismissal, suspension, and/or any other disciplinary action shall be stated with causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee within ten (10) working days. The employee, at their option, may notify the Union. Among the causes which may be deemed sufficient for dismissal, suspension, demotion, or other disciplinary action are the following:
 - 1. Unauthorized or excessive absence from work;
 - 2. For imprisonment following the conviction of any felony criminal act;
 - 3. On the job conduct unbecoming any employee in the public service;
 - 4. Disorderly or immoral conduct;
 - 5. Incapacity due to mental or physical disability;
 - 6. Incompetency or inefficiency;
 - 7. Insubordination;
 - 8. Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicating beverage in any degree whatsoever;
 - 9. Neglect of duty (refusal or failure to perform job assignment);
 - 10. Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment;
 - 11. Violation of any lawful regulation or order made by a supervisor;
 - 12. Willful violation of any provisions of this contract;
 - 13. Deliberate falsification of records and reports;
 - 14. Conviction of a traffic violation while driving a District vehicle;
 - 15. Failure to pass state or federally mandated drug and alcohol tests; and
 - 16. Violation of the District's smoking policy.
- C. The employer shall limit use of the employee's past record in regard to prior discipline to a period of two (2) years.
- D. The Union and/or employee may take up a discipline at Step Two (2) of the grievance procedure if they feel said discipline was unjust.

ARTICLE FOURTEEN (14) - SENIORITY

A. PROBATIONARY EMPLOYEES

1. Seniority shall commence after sixty (60) days worked and shall be retroactive to the date the employee commences regular full time work. If more than one (1) employee commences work on the same day, the order of hiring shall determine the order of seniority. The Union shall represent probationary employees for the purposes of rates of pay, wages, hours, and other conditions of employment as set forth in this Agreement, except discharged or disciplined employees for other than Union activity. After sixty (60) days worked, the employee shall be placed on the regular seniority list with seniority retroactive to the date of hire as a regular full time employee.
2. The first premium of hospitalization insurance for a probationary employee shall be paid by the employer for the month in which the employee shall have accrued thirty (30) working days probation.
3. Benefits from the leave day programs other than holiday leave shall be in accordance with the employee's date of hire and will be available to the employee after and if he completes the probationary period.
4. A probationary employee must work twenty (20) days before he is entitled to holiday pay.
5. Bargaining unit substitutes, who have been employed more than sixty (60) days, shall not have to serve the probation period when promoted to regular employee status. Bargaining unit substitutes hired to regular status will therefore have all the rights, benefits, and wages of regular employees.

B. TEMPORARY EMPLOYEES

1. Temporary employees (maximum of six (6)) are those employees hired to work from June 1 through August 31 for the purpose of assisting the regular workforce. The Union will be notified of the name of the temporary employees, location, and date of hire.
2. The District reserves the right to schedule ten (10) temporary employees over and above the six (6) summer students and summer substitute custodians to supplement the work force during certain periods throughout the year. Existing District substitutes will be considered first (1st) in the securing of temporary employees. However, before assigning substitute employees, management will notify and discuss with the Union miscellaneous reasons for this procedure.

3. Temporary employees shall not accrue seniority.
4. Temporary employees shall be outside the coverage of the contract.
5. Temporary employees shall not be used to avoid posting a full time position, which is vacant as described in “Article Fifteen” (15) entitled Job Openings.

C. SENIORITY LISTS

1. Seniority shall not be affected by the race, sex, marital status, color, religious creed, age, ancestry, or dependents of the employees.
2. The seniority list on the date of this Agreement shall indicate the names and classifications of all employees of the unit entitled to seniority.
3. The employer shall keep the seniority list up-to-date and shall provide the local membership with up-to-date copies every six (6) months.
4. Upon written request from the Union president, the employer shall provide an up-to-date copy of the seniority list to the president.

D. LOSS OF SENIORITY RESULTING IN TERMINATION

An employee shall lose their seniority for only the following reasons:

1. Resignation;
2. Discharge by the employer not reversed by the grievance procedure;
3. A voluntarily quit absence from work three (3) consecutive days without notification. Consideration will be given to situations of extenuating circumstances beyond the control of the employee.

E. EMPLOYEE LEAVING THE BARGAINING UNIT

If an employee works for the employer in a position outside the bargaining unit, he shall lose all seniority after six (6) calendar months in the non-bargaining unit position. If they return within six (6) calendar months, they shall return to this former position with accumulated seniority.

ARTICLE FIFTEEN (15) - JOB OPENINGS

- A. A promotion is an upward change in job classification within the unit, which results in additional compensation for additional duties or responsibilities.

- B. A transfer is a lateral change within a classification where there is no additional, or increase in, compensation. For example: a movement to another building or to another job within the classification falls into the definition of a transfer.
- C. A vacancy is a position that is created by the retirement, resignation or an employee being off for more than 60 working days for any reason. Lateral transfers will be given preference in filling vacancies.
- D. During the year when a vacancy occurs, the employer shall post for the bidding of said vacancy with the classification, building, location, pay rate, and hours. The job bid will be posted on the second (2nd) working day after the vacancy occurs for five (5) working days. An employee off more than five (5) consecutive working days shall be placed on the bid sheet. Within ten (10) working days, the employee applying with the most seniority shall be awarded the posted job and assume the pay rate and job description of said job on the first day working in said job. The Union President shall be authorized to place the name of an employee on the bid sheet that is off due to vacation.

The successful bidder will have a thirty (30) working day trial period unless they have previously held the job. On or before the thirtieth (30th) working day, if the employee does not want the new job, they will revert back to the job they vacated. The name next in seniority on the bid list will be granted the job trial period.

Application for job bids will be filed with the Assistant Superintendent of Human Resources Administration's office within the five (5) day posting date. Seniority will be the governing factor on all jobs provided they have the ability to perform the job.

The opening created will then be filled by a substitute until the posting bid procedure is completed.

- E. When there is a significant change in a job description of an employee, creating a new job description/position, such new position will be posted as a vacancy. Significant change shall encompass any change that affect thirty (30) minutes or more of the job.
- F. In the event an employee is displaced due to this paragraph, the displaced employee may bump to any position held by a lesser seniority employee, provided the senior employee has the ability and the qualifications to perform the job. If the employer feels that the successful bidder is not properly performing the job, the employee shall be notified within the fifteen (15) working day trial period. The employee shall then bump to another job under the same circumstances as stated herein.
- G. A maintenance person bidding on a job opening outside the maintenance classification shall receive the position only if there are no job applicants bidding

for a promotion or transfer. In the case of no such applicants, the employee bidding shall receive the job at the sole discretion of the employer. If the employer allows maintenance employee applicants to demote, the successful bidder will be the most senior applicant.

- H. When an employee is known to be absent for a period of more than sixty (60) workdays, then the employer agrees to post the position as a vacancy. The employee who is on the prolonged absence shall have the right to return to their former position or to a position for which their seniority and ability allows for a period of time up to a maximum of two (2) years from the date the absence began.
- I. In the event an employee is displaced, the displaced employee shall have up to three (3) days to bump into any position held by a lesser seniority employee. If the employer feels that the displaced employee is not properly performing the job, the employee shall be notified within fifteen (15) working days.

ARTICLE SIXTEEN (16) - JOB OPENINGS, TRANSFERS, AND TEMPORARY EMERGENCY ASSIGNMENTS

- A. In the event an employee is transferred from one (1) position to another in the same classification, the hourly pay rate will remain the same as was paid in the position the employee formerly occupied. If an employee is transferred to a lower classification at the employee's request or at the convenience of the District, the employee will receive the hourly rate called for in the classification the employee is assigned.
- B. A regular employee temporarily assigned to a position of higher classification shall receive the pay for the position to which the employee is temporarily assigned.
- C. A regular employee taken from their regular work temporarily to perform other duties paying a lower rate shall receive the rate of their regular job.

ARTICLE SEVENTEEN (17) - LAY-OFFS

- A. The word "lay-off" means a reduction in the work force due to a decrease of work or lack of operating funds.
- B. In the event that it becomes necessary to temporarily reduce the workforce, employees shall be laid off and recalled according to seniority, provided the senior employee has the ability and the qualifications to perform the job. On lay-offs, temporary, probationary, and substitute employees, full and part time, shall be laid off first. Then bargaining unit substitutes shall be laid off before regular full time employees. It shall be further understood that in the event of a lay-off, the Union and management will meet and discuss all aspects of the lay-off to

make sure the contract is adhered to and an orderly lay-off process is followed. The seniority list will be updated at this point for lay-off purposes.

- C. Employees to be laid off shall have at least two (2) weeks' notice of the lay-off. The local Union president shall receive a list from the employer of the employees being laid off on the date the notices are issued to the employees.
- D. Anything above notwithstanding, and regardless of their positions on the seniority list, the president and chief steward shall, in that order, in the event of a lay-off, be continued at work on the first open job in the unit, which they can perform.
- E. Employees who are displaced because of job elimination or lay-off shall have the right to replace other workers with less seniority.
- F. If it comes to a lay-off, full time employees will have first choice to work as a substitute, at their regular rate of pay and benefits.

ARTICLE EIGHTEEN (18) - RECALL PROCEDURE

When the workforce is increased after a lay-off, the employees shall be recalled according to seniority, provided the senior employee has the ability and qualifications to perform the job. Notice of recall shall be sent to the employee at his last known address in writing. Within forty-eight (48) hours after receipt of the recall notice the employee shall notify the employer of his intention to return to work and within ten (10) working days after receipt of the recall notice, he shall return to work. In proper cases exceptions shall be made. Failure to conform to this provision shall mean that the employee shall be considered to have severed their employment.

ARTICLE NINETEEN (19) - LINE OF RESPONSIBILITY

- A. Custodial employees shall be directly responsible to the head custodian of the building to which they are assigned. The head custodian shall be directly responsible to the Director of Buildings, Grounds, and Maintenance.
- B. Employees in buildings, which do not have a head custodian, shall be directly responsible to the Director of Buildings, Grounds, and Maintenance.
- C. Maintenance, warehousemen, and utility employees shall be directly responsible to the Director of Buildings, Grounds, and Maintenance.

ARTICLE TWENTY (20) - PART TIME EMPLOYEES

- 1. A bargaining unit substitute is defined as one who works twenty (20) hours average per week for any consecutive twenty-seven (27) weeks.

2. A non-bargaining unit substitute is defined as one who does not meet the above definition.
3. A bargaining unit substitute's name shall be maintained on a separate list entitled Bargaining Unit Substitutes. Seniority commences and begins to accrue on the date the employee becomes a substitute bargaining unit member. Bargaining unit substitutes will be assigned to fill in for temporary vacancies and day-to-day absences of regular employees before a non-bargaining unit substitute. Such assignments shall be made on a rotation system, but a bargaining unit sub shall remain in the job until the regular employee returns. A bargaining unit substitute is expected to be available for work and may not refuse to accept assignments.
4. Bargaining unit substitutes are not eligible to receive fringe benefits or paid leaves as contained in this collective bargaining agreement, except for holidays as contained in "Article Thirty" (30) – HOLIDAYS.
5. When a permanent vacancy exists, and the bid procedure has been completed by the regular full-time employees as per "Article Fifteen" (15) - JOB OPENINGS - then the bid shall be posted for any remaining vacancies to which bargaining unit substitutes may apply. The employee applying with the most substitute bargaining seniority shall be awarded the position. The selected employee shall serve a thirty (30) working day probationary period. On or before the thirtieth (30th) working day, if the employee does not want the new job, they will revert back to the substitute bargaining pool; or on or before the thirtieth (30th) working day if the employer does not want the employee in the new job, they will revert back to the substitute bargaining pool. In either instance, the next employee applying with the most substitute bargaining seniority will be granted the new job for the thirty (30) working day trial period, according to the terms contained in this section. If the implementation of the above Article is deemed to be arbitrary, capricious, or discriminatory, this action may be grieved to the mediation step of the grievance procedure - Step Four (4).
6. Bargaining unit substitutes will be paid the starting rate contained in the contract. That rate remains in effect until the employee is awarded a vacancy in accordance with Section Five (5) of this Article. On the thirty-first (31st) working day, the employee would then move off the starting rate and up the pay scale.

ARTICLE TWENTY-ONE (21) - SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to good faith negotiation between the employer and the Union. They shall be ratified or rejected by the Union membership within a period of thirty (30) days following the conclusion of negotiations.

ARTICLE TWENTY-TWO (22) - RECORD EXAMINATION

The employer may allow the proper accredited Union representative the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the School Board pertaining to a specific grievance.

Vacation, sick, and personal business day balances must be kept up to date and verified at the end of each quarter. A hard copy of the balances must be given to the union members to sign if they agree with the balances tracked in the Human Resources Department. If a disagreement occurs, information on the time sheet will be the determining factor. If there is no response from the union member within five (5) work days, it shall be considered accurate. The Human Resources Department will have five (5) working days to correct any discrepancy on their part.

ARTICLE TWENTY-THREE (23) - BULLETIN BOARDS

- A. The employer shall provide space on bulletin boards in each building. Space will be reserved for the following:
 - 1. Notices of Union meeting;
 - 2. Notices of Union elections and their results, where said notice pertains to Local #2071; and
 - 3. Notices of Union recreational and social events.
- B. The Union agrees on behalf of its membership that it will not destroy, mutilate, or deface material placed on the bulletin board by the employer. No political material may be placed upon the bulletin board.

ARTICLE TWENTY-FOUR (24) - SAFETY

- A. The employer shall maintain reasonable safety precautions at all times. Under no circumstances will an employee be required or assigned to work involving dangerous equipment, or in violation of an applicable status, court order, or governmental regulation relating to safety of person or equipment.
- B. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such report shall be made on a suitable form furnished by the employer. The employer shall not require an employee to use equipment that has been reported as being in an unsafe operating condition until it has been repaired, reviewed, or approved as being safe.
- C. When there is a question as to whether the equipment is or is not in a safe operating condition, the local Union president and the Director of Buildings, Grounds, and Maintenance shall forthwith review the equipment, situation, and condition in a meaningful attempt to rectify any alleged unsafe condition. During

- such time the employee shall not be required to operate such equipment if it presents a danger to their health or safety. If the matter remains unsettled, the employee and/or Union would have the right to proceed with the complaint through the grievance procedure beginning at Step Three (3).
- D. No employee shall be asked to engage in any work of danger that takes trained personnel; i.e., bomb scare, high voltage lines, etc.
 - E. There will be an emergency telephone bell hookup in all buildings after the switchboard is closed.
 - F. The employer shall provide for the safety and health of its employees and will provide protective devices and other equipment necessary to protect the employee from injury or sickness caused by unsafe conditions. One hundred dollars (\$100) per calendar year will be allowed toward the purchase of regulation safety shoes. Approval for safety shoe reimbursement for all members of Local #2071, will be made by the Director of Buildings, Grounds, and Maintenance or Maintenance Supervisor. In addition, once each two (2) years the employer will pay one-half (1/2) the cost of prescription safety glasses that must be purchased through the employer's program, however, the employer will not pay the cost of the physician's examination to obtain the prescription.
 - G. The Board will purchase six (6) uniforms a year for maintenance, utility and warehouse employees, not to include cleaning, etc. The Board will provide information for purchase of same.
 - H. Necessary foul weather and protective clothing will be provided to the Local #2071 employees as determined by the Director of Buildings, Grounds, and Maintenance or designee.

ARTICLE TWENTY-FIVE (25) - PHYSICAL EXAMINATIONS AND TUBERCULOSIS TEST

- A. If a physical examination is required of all newly employed personnel, the choice of physicians shall be the Board's, and the expense of this examination is borne by the employer. The Board will reimburse the employee for this expense when the business office is presented with a statement from the doctor. The report of physical examination must be returned to the Personnel Office before employment begins.
- B. A statement from a qualified physician regarding the condition of an employee's health may be required whenever such is deemed necessary by the Director of Buildings, Grounds, and Maintenance.

ARTICLE TWENTY-SIX (26) - BOARD'S RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the school District, hereby retains and reserves unto itself, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the school code and the laws of the state, the constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations and direct the working forces and affairs of the entire school system within the boundaries of the school District of Bedford;
 2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and schedule all the foregoing;
 3. Direct the working force, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay-off employees;
 4. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods, and processes of carrying on the work; and
 5. Determine the qualifications of employees, including physical conditions.
- B. The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of, or a waiver of any rights, of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.
- C. The Board shall continue to have the exclusive right to establish, modify, or change any conditions except those covered by provision of this Master Agreement.

ARTICLE TWENTY-SEVEN (27) - LEAVES OF ABSENCE

- A. Leave of absence without pay may be granted for any reasonable causes. These leaves are to be agreed upon by the employer and the Union. The maximum leave of absence shall not exceed two (2) months. No leave shall be granted to obtain other employment.

- B. Any employee on sick leave who has exhausted all sick leave and vacation time and is not receiving any compensation shall be considered to be on sick leave without pay, not on leave of absence without pay. When the employee returns to work, they will be placed in their former position. Without clearance from the school physician, the employer shall not be required to reinstate any person who is not medically capable of performing the duties applicable to their position. However, if there is a position for which the employee can perform, the parties shall meet in special conference to resolve the issue.
- C. Employees may be granted a leave of absence without pay, not to exceed one (1) month in a calendar year, for education purposes for attending conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skills or knowledge with reference to their work or position. Such leave, however, shall be limited to no more than three (3) employees per year.
- D. MATERNITY LEAVE - The maternity/pregnancy of an employee shall be deemed an illness, therefore, the employee is eligible for all benefits provided in "Article Thirty-Four" (34) - SICK LEAVE.
- E. PARENTAL LEAVE - An employee who, having completed one (1) year of service, shall be granted a leave of absence not to exceed one (1) year for the reasons of birth or adoption of a child, acquires a family by marriage, or assumes legal responsibility of a family.
- F. FAMILY MEDICAL LEAVE - The employer agrees to abide by the Family and Medical Leave Act. A family medical leave shall be in addition to the leaves in this Article. The employee shall be placed in their former position in accordance with Section B of this Article.
- G. UNION BUSINESS - A member of the Union selected by the Union to participate in Union business, conferences, seminars or conventions, shall be granted a leave of absence without pay at the request of the Union, provided at least two (2) weeks' notice is given. A leave of absence for such Union activity shall not exceed one (1) month; nor shall more than three (3) such leaves be granted for such a leave during a calendar year.
- H. All employees granted a leave of absence for one (1) month or more shall notify the employer of their intention to return to work within five (5) working days of the expiration date of the leave of absence (except for maternity leave as set forth above.)
- I. An employee may return to work prior to the expiration of a leave of absence, provided the employee gives the employer at least three (3) working days' notice of their desire to return. The employer may, at its discretion, waive the notice requirement on a case-by-case basis.

- J.
 - 1. All requests for leaves of absence shall be submitted in writing by the employee to the employer prior to the leave. Failure to file a timely request may be considered as a no-call no-show. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.
 - 2. Authorization for a leave of absence shall be furnished to the employee by the employer and it shall be in writing.
 - 3. Any request for a leave of absence shall be answered within 10 working days.
 - 4. In addition to accruing seniority while on any leave of absence granted under the provisions of this article, the employee shall be returned to the position they held at the time the leave of absence was requested.
 - 5. Upon the employee's return from a leave of absence, they will receive all seniority rights and all benefits shall be based on their total length of service that shall include their leave time.

- K. Absence for other than illness may be granted on approval by the Director of Buildings, Grounds, and Maintenance, and subject to the availability of an adequate substitute. Any such request should be made at least one (1) week prior to the date of anticipated absence.

ARTICLE TWENTY-EIGHT (28) - MILITARY SERVICE

Any employee in the custodial, and maintenance department who is called upon to participate in military service of our country shall, at the time such services have been honorably completed, be returned to their position without loss of seniority, time in service to be counted as accumulated seniority. The employee must report for work within time specified by Federal Law after completing service.

An employee called for National Guard duty or training shall be compensated for the difference between their regular pay and the gross amount received for the performance of such obligation. The employee shall present a signed statement from their commanding officer or the officer's designee stating the gross amount paid for this service to the Assistant Superintendent of Human Resources Administration. Reimbursement under this paragraph shall be limited to two (2) weeks.

ARTICLE TWENTY-NINE (29) - JOB RELATED COURT APPEARANCES

Any employee involved in an accident while on duty, who is subpoenaed or who is required by the employer to appear in court due to their accident, shall suffer no loss in pay.

ARTICLE THIRTY (30) - HOLIDAYS

- A. The following named holidays shall be paid for at the rate of eight (8) times the regular hourly rate of pay in addition to any monies earned by the employee on such holidays: New Year's Day, Presidents' Day, Friday before Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day following Thanksgiving Day, the day before Christmas and Christmas Day, day before New Year's day, and Martin Luther King Day even when not worked regardless of the day of the week on which it falls, provided the employee complies with the qualifications set forth herein.

- B. In order to qualify for eight (8) hours of straight time pay for a holiday not worked, it is provided that the regular employee must work the regularly scheduled work day which immediately precedes and follows the holiday unless the employee is on paid sick leave, on vacation, or unless the absence is mutually agreed to.
 - 1. Persons on sick leave without pay are not eligible for holiday pay.
 - 2. Employees must be employed by the Board for a period of twenty (20) working days before becoming eligible for holiday pay.
 - 3. An employee off work and receiving Workers' Compensation will receive holiday pay for holidays falling within the first (1st) six (6) months of Workers' Compensation coverage.
 - 4. If an employee is required to work on a holiday, time and one-half (1 1/2) shall be paid for all time allowed by the employee's supervisor. This is in addition to regular holiday pay.
 - 5. In the event the holiday falls within the employee's vacation period, they shall be granted an additional day to compensate for the holiday.

ARTICLE THIRTY-ONE (31) - VACATIONS

- A. Vacation days shall be computed according to the following schedule: each five (5) week block of employment shall be given credit toward vacation days according to the following index (weeks must be consecutive but not in sequence):

Zero (0) through completion of fifth (5 th) year of service:	One (1) day per completed five (5) week block of employment.
Beginning sixth (6 th) year of service through thirteen (13):	One and one-half (1 ½) days per completed five (5) week block of employment.
Beginning fourteenth (14 th) year of service and over:	Two (2) days per completed five (5) week block of employment.

An employee who is in continuous employment for six (6) months shall have all of their employment count toward vacation days. In the event an employee leaves prior to six (6) months of continuous employment, no vacation time shall be allowed.

Employees will make arrangements for their paycheck to be picked up or mailed during vacation periods. If an employee is laid off or retired, they shall be paid for any unused vacation days. Any employee who quits after two (2) years of service shall be paid for any unused vacation days.

Time off without pay shall not count toward vacation earnings if the employee is off without pay for the majority of the workweek.

ARTICLE THIRTY-TWO (32) - JURY DUTY

A worker called for jury duty will receive their hourly rate for the time during their jury service. They shall obtain a signed statement from the judicial clerk of courts stating dates served. The above statement shall be submitted to the Assistant Superintendent of Human Resources immediately upon the employee's receipt of it. All jury duty compensation must be turned over to the District.

ARTICLE THIRTY-THREE (33) - OCCUPATIONAL DISABILITY

Any employee in any work classification covered by this Agreement who has been incapacitated at their regular work or by injury or compensable occupational disease while employed by the Board may be employed in other work in the various departments of the school system at work they can perform.

ARTICLE THIRTY-FOUR (34) - SICK LEAVE

The following sick leave policy is applicable to full-time employees covered by this Master Agreement:

- A. Any employee absent from duty due to illness or injury shall be paid full salary for the period of said absence covered by earned sick leave.
- B. Sick leave is accumulated on the basis of one (1) day per month of employment.
- C. The number of days of sick leave not used during the year shall be unlimited in accumulation.
- D. Upon retirement, employees shall receive a full day's pay for each unused accumulated sick day not to exceed twenty-five (25) days. Beginning on the twenty-sixth (26th) day, each unused accumulated sick day will pay one-half (1/2) day's pay, not to exceed one hundred (100) days.

- E. Upon the death of an employee, payment of unused sick leave as per Section D shall be made to the employee's spouse or, if the employee is single, to the employee's estate.
- F. A medical certificate will be required by the supervisor at the employee's expense as evidence of an employee's illness or injury if the employee is sick or injured for three (3) or more consecutive working days.
- G. An employee who reports on sick leave must notify the home or office of the Director of Buildings, Grounds, and Maintenance no later than four (4) hours prior to starting time before compensation will be allowed except in cases of emergency. An employee must report or make arrangements each day of sick leave.
- H. In the case of pregnancy, an employee will provide a two (2) week notice or notice as soon as possible.
- I. An employee absent due to the illness of members of his family may choose to deduct these days from his sick leave. Family is to be defined as: father, mother, brother, sister, husband, wife or child. Absence due to extremely serious illness of a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother or grandfather may also be deducted from these days if the employee chooses.
- J. Employees covered by the terms of this contract may use three (3) days per year for personal business. These days will not be deducted from accumulated sick leave days, however, if these days are not used for personal business days they will be added to the accumulated sick leave days at the end of the fiscal year. Forms to request the use of personal business days are provided by the Board and rules governing the use of personal business days are found on the request form. All requests for personal time off (i.e., vacation day(s), personal business day(s), and days without pay) require one (1) working day notice, except in case of emergency. Requests must be submitted to the Director of Buildings, Grounds, and Maintenance. Employees shall not be required to give a reason for the use of a personal business day.
- K. Sick leave accrued shall not be disturbed in any of the following cases:
 - 1. Absence on leave without pay.
 - 2. Transfer from one (1) classification or department to another.
 - 3. Full time employee recalled from lay-off.
- L. The Director of Buildings, Grounds, and Maintenance shall certify to the legitimacy of a claim for compensation for absence.

- M. Days already accumulated by a full time employee prior to the adoption of this policy shall remain in force.
- N. Employees reporting at the beginning of their work period, who are forced to leave anytime after three (3) hours of work because of illness or death in the family, shall be counted absent one-half (1/2) day. Employees that are forced to leave before three (3) hours of work for the same reasons shall be counted absent for a full day.
- O. In the event of a contagious disease, the employee's reinstatement can be made only after medical clearance.
- P. Three (3) additional months hospitalization premiums shall be paid by the employer when an employee is sick or injured and has exhausted his sick leave and vacation leave.
- Q. If an employee has perfect attendance (nothing charged against sick leave and no time off without pay) they will be given one (1) extra day of sick leave for the period from July 1 to December 31 and one (1) day for the period January 1 to June 30.
- R. Sick Leave Incentive: Annual incentive payments will be paid by the first pay period of August each year in accordance with the schedule defined below:

If:	0-1 days used	\$500.00
	2-4 days used	\$300.00
	5-6 days used	\$100.00

ARTICLE THIRTY-FIVE (35) - FUNERAL LEAVE

- A. LEAVES OF ABSENCE with pay not chargeable to the employee's sick allowance shall be granted for the following reasons:

A maximum of five (5) days per occurrence for a death in the immediate family. Immediate family shall be defined as spouse, child, mother, stepmother, father, stepfather, grandchild, sister, brother, father-in-law, mother-in-law, grandparent or a dependent of the immediate household resident. If travel time is necessary, approval for additional days must be obtained from the Assistant Superintendent of Human Resources.

- B. Leaves of absence with pay not chargeable against the employees' sick allowance shall be granted for the following reasons:

A maximum of two (2) days for death of sister-in-law, son-in-law, daughter-in-law, brother-in-law, aunt, or uncle.

- C. Absence due to the death of a relative not covered in Funeral Leave A or B will be permitted to use, and be charged, a sick day or personal business day, against their accumulated sick or personal business day bank.

ARTICLE THIRTY-SIX (36) - REPORTING TIME

Any employee reporting for work on their regular scheduled time who is sent home through no fault of their own shall be paid for four (4) hours work at the regular rate of pay, but the employee must remain available for work for the four (4) hour period they are being paid.

ARTICLE THIRTY-SEVEN (37) - PAID FOR TIME

- A. All employees shall be paid for all time spent in the service of the employer. Time will be figured from the time an employee is required to begin their work until they are released from duty.
- B. LUNCH PERIOD - Personal schedules allow one-half (1/2) hour for lunch.
- C. BREAK PERIOD - Employees covered by this Agreement are entitled to a break period for each four (4) hours of work. The break periods will be of fifteen (15) minutes duration. Personnel will remain on the site to which they are assigned during their break period.
- D. ABSENCE FROM WORK DURING SCHEDULED WORK HOURS - Employees covered by this Agreement will remain on the site to which they are assigned during the scheduled working hours except in case of extreme emergency, during lunch period, or with prior approval of the Director of Buildings, Grounds, and Maintenance.

ARTICLE THIRTY-EIGHT (38) - WORK WEEK

- A. The workweek for all employees on a full-time basis shall consist of five (5) eight (8) hour days.
- B. The workweek to start Monday and end Friday except where shift work prevails. Excluded from this section shall be security personnel.

ARTICLE THIRTY-NINE (39) - CALL IN TIME

Any maintenance, utility, or custodial employee called to work outside their regular assigned working hours, on an on call in situation, shall receive a minimum of three (3) hours' compensation. Work scheduled with proper notice shall not carry the three (3) hour minimum.

ARTICLE FORTY (40) - PAY DAYS

Existing paydays and pay periods shall be two (2) weeks in arrears.

ARTICLE FORTY-ONE (41) - SHIFT PREMIUM PAY

Shift premium pay will not be paid during times when shift workers are temporarily re-scheduled to the day or afternoon shifts, but will be paid for holidays, personal business days, funeral days, and sick leave days, when employee is scheduled for the third (3rd) shift during the normal school year.

ARTICLE FORTY-TWO (42) - OVERTIME AND PREMIUM ROTATION

- A. Any hours worked over a regular eight (8) hour shift will be paid at the minimum rate of time and one-half (1 1/2).
- B. Overtime shall be allowed under emergency conditions and must be approved by the Director of Buildings, Grounds, and Maintenance in advance.
- C. All work on Saturday will be at the rate of time and one-half (1 1/2) providing that the employee has been credited with forty (40) hours during the normal work week. A non-working employee will receive straight time for applicable holidays. All worked performed on Sunday will be at the rate of double time providing that the employee has been credited with forty (40) hours during the normal work week.
- D. All time worked on emergency basis over eight (8) hours per day or forty (40) hours per week shall be considered as overtime pay. All paid leave days will be counted in computing the forty (40) hours. Overtime is to be computed on the basis of the following:

<u>Amount of Time Worked</u>	<u>Time Allowed Per Day</u>
0 - 7 minutes worked	No time allowed
8 - 15 minutes worked	15 minutes allowed
16 - 30 minutes worked	30 minutes allowed
31 - 45 minutes worked	45 minutes allowed
46 - 60 minutes worked	60 minutes allowed

- E. Overtime will be rotated by seniority within the building, by building for custodians, by department for maintenance and by department for utility.
- F. All work in excess of twelve (12) consecutive hours shall be paid at the minimum rate of double time.

- G. When all custodial employees refuse overtime in a building, the overtime shall then go to the Utility Department; should all utility employees refuse, the overtime shall then go to the Maintenance Department.
- H. When all employees in the Maintenance Department refuse overtime in that department, the overtime shall then go to the Utility Department.
- I. After the procedures in paragraphs G and H have been exhausted and the overtime remains available, the employer will start at the top of the seniority list and call from the most senior employee down the list until the necessary complement of employees needed has been secured. If no volunteer is obtained, then the School District shall assign the least senior employee(s).
- J. Members of Local #2071 desiring overtime outside of their assigned building will be required to sign up each fiscal year on a District wide overtime list. Those custodial employees wishing to sign up or withdraw after the overtime list is established must give the Director of Buildings, Grounds, and Maintenance seven (7) days advance notice. Overtime assignments will be made from this list in order of seniority.

A snow plow list will be established before October 15th of each season, after that time any additional names added will go to the bottom of the snow plow list. After the list is established a copy will be sent to the Union President, who will then send a snow plow list to all schools.

ARTICLE FORTY-THREE (43) - HOSPITALIZATION

- A. All AFSCME Local #2071 Union personnel shall be eligible for health insurance coverage from the Bedford Public Schools identical to the benefits specified in MESSA Choices II's (\$10/20 prescription card, effective July 1, 2006) certificate of benefits. The School District reserves the sole right to select the insurance carrier or, if self-insurance, the administrative service organization. Such health insurance coverage shall include the eligible immediate dependents of the custodian. Effective January 2009 the term life insurance will increase to \$10,000 provided it remains part of the MESSA Choices II benefits.

Effective January 1, 2009 the following will occur:

- an increase in the physician co-pay from \$5.00 to \$10.00
- MESSA \$200/\$400 reimbursable deductible with a monthly reimbursement to occur within thirty (30) days of submission (10% penalty after forty-five (45) days) of the MESSA verification explanation of benefits or other acceptable documentation. Provider of services and services received may be redacted from the reimbursement documentation.

- B. The Board will pay the full premium for such coverage for full family, self and spouse, self and children or self to June 30, 2005.

C. The parties agree that if the Board elects to change carrier or is changed to an administrative service organization the following applies:

1. The School District shall agree to provide insurance benefits identical to those specified in MESSA Choices II's certificate of benefits in effect November, 2004.
2. Prior to the employer implementing a new carrier or a new administrative service organization, the employer shall furnish the Union with a copy of the certificate of benefits that it intends to have the new carrier or the new administrative service organization furnish. If the Union does not believe that such level of benefits is identical to MESSA Choices II's certificate of benefits in effect on January 1, 1993, then the Union may proceed immediately to Step Five (5) of the grievance procedure. Such appeal must be filed within twenty (20) days of the Union's receipt by certified letter of the certificate of benefits the employer intends on implementing. The arbitrator shall be limited to an individual with knowledge and experience in such areas.

In any appeal to arbitration, the Union must list what specific benefit is not identical to that benefit listed in MESSA's Choices II's certificate of benefits.

3. If the insurance carrier or administrative service organization does not pay to the employee a benefit as provided by the MESSA Choices II's certificate of benefits (in effect November 1, 2004) then the employer shall be liable for such benefit.
4. The School District agrees that the confidentiality of all claims shall be maintained as if serviced by MESSA. This shall not be construed as limiting the insurance carrier or administrative service organization from requiring documentation or substantiation of any claim.
5. The employer shall maintain option programs at rates competitive to those offered by MESSA. If not feasible, the parties shall negotiate the option programs.

D. If an employee elects not to take the health insurance, the Board shall provide dental coverage equivalent to Delta Auto +008, MESSA Vision Care Plan 2, and \$175 per month cash-in-lieu of insurance.

E. The employer will pay dental coverage increases during the duration of this Master Agreement. The School Board reserves the sole right to select the dental carrier or, if self-insurance, the administrative service organization.

- F. In the event an AFSCME Local #2071 member dies while in the employ of the Bedford Public Schools, and provided the insurance policy permits continued coverage, the Board will continue to pay its existing health insurance premium payments for three (3) months after death.
- G. Employees or their dependents qualifying for District paid health care coverage, shall not receive any abortion services or benefits as part of the District paid health insurance benefit.
- H. Upon request of the employee, sick days may be frozen when an employee will be absent because of an illness or injury of eight (8) or more days, while the employee utilizes their short-term disability insurance. The employee shall inform the Personnel Office in writing prior to the eighth (8th) day or prior to the twenty-ninth (29th) day they are absent, of their intention of freezing their sick days. In the event written notification is not given, sick days will continue to be used.
- I. The Board will provide vision insurance coverage beginning in the 2001 contract year. The Board shall select vision benefits comparable to MESSA-VSP1. The employer will pay vision insurance increases during the duration of this Master Agreement. Effective January 1, 2009 the District agrees to provide all members with VSP2 Insurance.

ARTICLE FORTY-FOUR (44) - WORKER'S COMPENSATION

The applicable Worker's Compensation laws will cover each employee. The employer shall pay the difference between the Worker's Compensation payment and the employee's regular salary when the insurance company starts the compensation for a period of six (6) calendar months.

ARTICLE FORTY-FIVE (45) - RETIREMENT

The Michigan Public Schools Employees Retirement System shall cover employees of the Bedford Public School District. The present retirement program (Michigan Public School Employees Retirement System) shall remain in effect.

ARTICLE FORTY-SIX (46) – AFSCME LOCAL #2071 EMPLOYEE PROFESSIONAL IMPROVEMENT (Tuition Reimbursement)

Any AFSCME Local #2071 Union employee wishing to take courses in the Bedford Public Schools Adult Education and Community Education programs to improve job skills may do so free of charge provided their request for approval of such courses is approved by the Assistant Superintendent of Human Resources Administration prior to taking the course. Any custodian wishing to take other courses to improve job skills must submit a request for approval of the courses to the Assistant Superintendent of Human Resources Administration prior to the commencement of such course. If approved, the course will be paid for by the Board upon completion, according to the grade as follows:

Pass, Satisfactory, A, B, or C 75%

Incomplete, Unsatisfactory, D, or F 0%

Payment will be made as soon as possible upon submission of the official grade report by the custodian to the Assistant Superintendent of Human Resources Administration and after the Board of Education approves the request for payment for the previously approved course, which was successfully completed pursuant to the grade, earned.

ARTICLE FORTY-SEVEN (47) - UNATTENDED EQUIPMENT

District vehicles/equipment shall not be left with the keys in the ignition or the motor running when the vehicle/equipment is unattended.

ARTICLE FORTY-EIGHT (48) - LONGEVITY

Bargaining unit employees will receive payments annually according to the following schedule - payable on their anniversary date.

2007-2010 school year:

Levels ten (10) – thirteen (13) years of service	\$200
Levels fourteen (14) – seventeen (17) years of service	\$250
Levels eighteen (18) – twenty-four (24) years of service	\$400
Levels twenty-five (25) years and thereafter	\$500

ARTICLE FORTY-NINE (49) - OVERTIME - SATURDAYS, SUNDAYS, HOLIDAYS, AND SUMMER MONTHS

This entire Article affects only Saturdays, Sundays, holidays, and summer months. It is agreed between the local Union and the Board of Education that the Board shall have the prerogative to open and close buildings for the following events, without the services of a custodian on Saturday, Sunday, holidays, and during summer months, which events include:

- Elementary Boys' Recreational Activities
- Elementary Girls' Recreational Activities
- School Athletic Practice Sessions
- Men's Day in the Gymnasiums
- Women's Day in the Gymnasiums
- Boy Scout Activities
- Girl Scout Activities
- Saturday Adult Classes
- Roller Skating
- Any and all District Community Education activities or programs that the District sponsors, hires the instructors, collects fees, and oversees.
- Campfire Activities
- Square Dancing
- PTSA (Meetings Only)
- Elementary Movies
- Alcoholic's Anonymous

Groups renting the school facility will have paid custodial help and will be under the sole supervision of the group. The custodian will remain in the activity area.

When one hundred and fifty (150) or more people participate in an activity, custodial coverage will be provided. Also, when food is served or sold as part of the activity, custodial coverage will be provided.

ARTICLE FIFTY (50) - PERSONAL ATTIRE

It is agreed by the Board and the Union that all Local #2071 Employees personal attire will be appropriate for the academic environment in which they work. For example, Local #2071 Employees shall not wear attire which promotes the use of alcohol, controlled substances, smoking, which displays profane language or has sexual connotation. In the event that a Local #2071 Employee reports to work in inappropriate attire, as determined by his or her supervisor, that Local #2071 Employee will be required to return home and change clothes. Such time away from work will be unpaid. It is the intent of the Board to apply this policy to all regular and temporary District employees.

ARTICLE FIFTY-ONE (51) - SMOKING/SMOKING CESSATION PROGRAM

Smoking or the chewing of a tobacco product on Bedford Public Schools property, and/or in Bedford Public Schools vehicles, on a structure or real estate owned, lease, or otherwise controlled by the Bedford District, shall not be permitted at any time. The District agrees to provide free enrollment in District approved smoking cessation programs for interested bargaining unit members.

ARTICLE FIFTY-TWO (52) - OVERTIME REPORTING

In the event a Local #2071 Employee earns overtime compensation, it is the intent of the Board to pay the Local #2071 Employee during the pay period in which the overtime was worked. However, if the Local #2071 Employee fails to report the amount of overtime worked to the appropriate supervisor, the Local #2071 employee will receive the overtime compensation in his or her subsequent paycheck.

ARTICLE FIFTY-THREE (53) – PAYROLL DEDUCTION PROGRAMS

Enrollment in District payroll deduction programs such as the 403(b), United Way, Government Bonds, approved Teacher's Credit Union, Insurance options, Michigan Public School Employees Retirement System (MPSERS) tax-deferred payment program, and direct deposit shall be available during open enrollment periods as designated by the District, and in accordance with the established payroll schedule procedures for the year. Written employee authorization is needed to participate in District approved employee deduction programs. In such an event, Bedford Public Schools will inform the employee, in writing, of its correction within five (5) working days.

ARTICLE FIFTY-FOUR (54) – P.E.O.P.L.E. CHECKOFF

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the union. The employer agrees to remit any deductions made pursuant to this provision promptly to the union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE FIFTY-FIVE (55) – MILEAGE REIMBURSEMENT

Members of the Local #2071 (AFSCME) that are required in the course of their work to drive personal automobiles from one (1) school building to another shall receive a car mileage reimbursement. The rate will be adjusted accordingly to the Internal Revenue Standard rate.

ARTICLE FIFTY-SIX (56) – WAGES - July 1, 2007 through June 30, 2010. Wages for 2007-2008 are retroactive to July 1, 2007

	2007-08	2008-09	2009-10
TIER ONE	1.0%	1.5%	2.0%
After 60 working days	\$ 16.30	\$ 16.54	\$ 16.87
Day Custodian	\$ 16.41	\$ 16.66	\$ 16.99
Head Custodian	\$ 16.88	\$ 17.13	\$ 17.47
Maintenance	\$ 16.88	\$ 17.13	\$ 17.47
Utility and Warehouse	\$ 16.41	\$ 16.66	\$ 16.99
TIER TWO	1.0%	1.5%	2.0%
Start	\$ 13.88	\$ 14.09	\$ 14.37
Regular after 60 days	\$ 14.19	\$ 14.40	\$ 14.69
Day Custodian	\$ 14.28	\$ 14.49	\$ 14.78
Floating Custodian	\$ 14.46	\$ 14.68	\$ 14.97
Head Custodian	\$ 14.65	\$ 14.87	\$ 15.17
Maintenance	\$ 14.65	\$ 14.87	\$ 15.17
Utility and Warehouse	\$ 14.28	\$ 14.49	\$ 14.78

Commercial Drivers License

Two utility workers who possess a CDL (Commercial Driver's license) shall be compensated in accordance to the chart below. A Commercial Driver's License (CDL) may be required as part of the utility job description. When a utility employee is used in the maintenance (i.e., carpenter) they will be compensated at the maintenance rate. If a utility employee is used to perform work that requires a specific license (i.e., spraying, asbestos, etc.) they will be paid an additional one-dollar (\$1.00) per hour while working in that capacity.

2007-2008	CDL payment of \$.75 added to hourly rate.
2008-2009	CDL payment of \$.75 added to hourly rate.
2009-2010	CDL payment of \$.75 added to hourly rate.

Shift premium for midnight shift is fifteen cents (\$.15) per hour.

ARTICLE FIFTY-SEVEN (57) - TERMINATION OF AGREEMENT

This Agreement shall become effective July 1, 2007, and remain in full force and effect until June 30, 2010. It is mutually agreed that this Agreement may be reopened for negotiations upon sixty (60) days written notice prior to the anniversary date - June 30, 2010. In the event no notice is given of the intention to reopen, all of the features of said Agreement shall automatically be renewed for an additional year.

BEDFORD PUBLIC SCHOOLS

AFSCME LOCAL # 2071

President, Board of Education

President, Local # 2071

Date

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member

AFSCME Field Staff Representative
Council #25

Date

Probationary Custodian	_____		
Substitute Custodian	_____	Maintenance	_____
Bargaining Unit Substitute	_____	Utility	_____
Regular Custodian	_____	Warehouse	_____

CUSTODIANS, MAINTENANCE, UTILITY, AND WAREHOUSE (AFSCME LOCAL #2071)

CLASSIFIED PERSONNEL PERFORMANCE EVALUATION

Department/School	Name	Position			
			EXCEEDS JOB EXPECTATIONS	MEETS JOB EXPECTATIONS	NEEDS IMPROVEMENT TO BE SATISFACTORY
1. Quality of work (accuracy, neatness, thoroughness)	_____	_____	_____	_____	_____
2. Quantity of work (volume, amount, speed, consistency)	_____	_____	_____	_____	_____
3. Knowledge of work (ability to recognize and maintain work standards)	_____	_____	_____	_____	_____
4. Adaptability (ability to change with job expectations)	_____	_____	_____	_____	_____
5. Dependability (reliability)	_____	_____	_____	_____	_____
6. Cooperation (ability to follow directions)	_____	_____	_____	_____	_____
7. Judgment (ability to take appropriate action)	_____	_____	_____	_____	_____

Classified Personnel Performance Evaluation
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	EXCEEDS JOB EXPECTATIONS	MEETS JOB EXPECTATIONS	NEEDS IMPROVEMENT TO BE SATISFACTORY
8. Initiative (motivation, interest in work)	_____	_____	_____
9. Personality (courtesy, public relations)	_____	_____	_____
10. Attendance	_____	_____	_____
11. Personal Hygiene (grooming)	_____	_____	_____
12. Staff relations (ability to work with other employees and supervisors)	_____	_____	_____
13. Overall performance	_____	_____	_____

Evaluator's comments:

Employee's comments:

Classified Personnel Performance Evaluation
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I understand that my signature is not intended to indicate my agreement with the evaluation, but verifies that I have read the evaluation.

Employee's Signature

Date

Evaluator's Signature

Date