



**AGREEMENT**

Between the  
**Redford Union  
Board of Education**

and the

**Redford Union  
Custodian and Bus Drivers  
Association**



**2009 – 2012**

Approved by the Board of Education June 8, 2009

**REDFORD UNION BOARD OF EDUCATION &  
REDFORD UNION CUSTODIANS AND BUS DRIVERS ASSOCIATION**

**TABLE OF CONTENTS**

ARTICLE I	Recognition.....	3
ARTICLE II	Board and Administration Rights .....	4
ARTICLE III	Rights of the Association .....	4
ARTICLE IV	GRIEVANCE PROCEDURE	
	Definition .....	5
	General Principals.....	5
	Procedures .....	6
	Powers of the Arbitrator .....	6
ARTICLE V	Seniority, Vacancies and Discipline .....	7
ARTICLE VI	Hours, Wages and Fringe Benefits .....	10
ARTICLE VII	LEAVES OF ABSENCE	
	Health Leave .....	16
	Family and Medical.....	17
	Personal Leave.....	17
ARTICLE VIII	Miscellaneous .....	18
ARTICLE IX	Employee Responsibility .....	19
ARTICLE X	Evaluation .....	19
ARTICLE XI	Termination Clause .....	19
APPENDIX A	Salary Schedules.....	20
APPENDIX B	Classified Positions .....	21
APPENDIX C	Responsibilities of the Building Day Custodian .....	22
APPENDIX D	Part Time Employees.....	23
APPENDIX E	Wellness Form .....	24
APPENDIX F	Settlement Agreement.....	25
MEMORANDUM OF AGREEMENT #1 / Four Ten Hour Work Week .....		28
MEMORANDUM OF AGREEMENT #2 / Job Security Commitment.....		29
MEMORANDUM OF AGREEMENT #3 / Privatization Request for Proposal.....		30
SIGNATURE PAGE .....		31

## R.U.C.B.D.A. AGREEMENT

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 employee, the Association and the community. To these ends, the Employer and the Association 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 interests of the students and the citizens in the district of the Employer are paramount, and neither the Employer nor the employee can maintain community respect in the absence of excellent and dependable service.

The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Bargaining Unit Members, and Union. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes that may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer and, accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

The Parties agree that their undertakings in this agreement are mutual. Any previously established practice, policy, rule, or regulation, which is in conflict with a provision of this Agreement, shall be superseded and replaced by this Agreement. Items or issues that are not covered in this Agreement will be addressed only after mutual agreement between the two parties.

THIS AGREEMENT entered into this 8th day of June 2009, by and between the Board of Education of Redford Union Schools, Redford Township, Wayne County, Michigan, hereinafter "Board," or Employer and the Redford Union Custodians and Bus Drivers Association, hereinafter "Association" an organization of the custodians and school bus drivers of Redford Union Schools, forming a bargaining unit, Pursuant to the Michigan Employment Relations Act. MCL 423.201 et seq.

## WITNESSETH

WHEREAS, the custodians and school bus drivers of this school district have by petition to the Board of Education, requested that they be recognized as a bargaining unit, all of said custodians and school bus drivers having signed said petition,

NOW, THEREFORE, in consideration of the following mutual covenants,

IT IS HEREBY AGREED AS FOLLOWS:

## ARTICLE I: RECOGNITION

### SECTION 1:

The Board hereby agrees to recognize the Association as the sole bargaining representative under Section 11 of the Michigan Public Employment Relations Act, MCL 423.211 for its full time and regularly scheduled part time driver, maintenance, custodial, classified employees and agrees not to negotiate or enter into any agreement with any other labor organization related to the representation of employees in the bargaining unit represented by the Association during the life of this Agreement. This Agreement will not include and the Association will not accept for membership the Director of Auxiliary Services and temporary employees.

### SECTION 2:

Temporary employees may be employed to fill a full or part-time position on a per diem basis while the regular bargaining unit member is absent or on approved leave vacancy or new position. Temporary employees may be hired during the summer months providing there are no R.U.C.B.D.A. members on lay-off.

### SECTION 3:

All employees who are members of the Association upon the ratification of this Agreement and all employees hired following ratification of this Agreement, as a condition of employment, must either maintain membership in the Association or pay a representation fee to the Association. The Association shall certify the amount of the dues deduction and representation service fee to the Employer.

In the event an employee subject to this provision does not pay the representation fee to the Association or does not authorize payment of the representation fee through payroll deduction, the Board shall, upon completion of the procedures set forth herein, at the request of the Association and pursuant to MCL 408.477, deduct the representation service fee directly from the employee's wages. In all cases of direct deduction of the representation service fee pursuant to MCL 408.477, the Association shall notify the employee of his/her failure to comply with the requirement to maintain membership in the Association or pay the representation service fee. Said notice shall be by certified mail, return receipt requested signed by addressee and shall provide the employee ten (10) workdays for compliance. It shall further advise the employee that a request for direct deduction from his/her wages may be filed with the Board in the event he/she does not comply with the time period. If the employee fails to remit the representation service fee or authorize deduction thereof, the Association may request the Employer to make the deduction pursuant to MCL 408.477. Upon receipt of the request, the Employer shall provide the employee with an opportunity for a due process administrative hearing limited to the determination of whether or not the employee has remitted the representation service fee to the Association or has authorized deduction thereof from his/her wages.

The Association shall indemnify and save harmless against all claims, demands, suits, judgments, damages or other forms of liability or expenses that may arise out of or by reason of action taken by the School District for the purpose of complying with this article.

### SECTION 4:

The Board agrees that upon receipt of written authorization from its employees, it will deduct from the wages of employees signing such authorization initiation fees and Association dues on a period of a bi-weekly basis. All sums deducted shall be remitted to the treasurer of the Association monthly.

Initiation fees and Association dues that are in arrears because of an unpaid leave status or other circumstance, will be deducted by the Employer, from wages of not more than the first two full payroll periods after the employee returns to a paid status.

SECTION 5:

For the purposes of this Agreement, the word "employee" shall be read as if written "custodian and/or bus driver" and shall be read as if written to indicate masculine or feminine.

SECTION 6:

The Association agrees to admit to membership and to represent all custodial, maintenance, mechanic and bus driver employees without discrimination on the basis of race, creed, color, national origin, sex or marital status.

The Board agrees to continue not to discriminate against employees because of race, creed, color, national origin, sex, marital status, or participation or association with the activities of the Association.

**ARTICLE II: BOARD AND ADMINISTRATION RIGHTS**

It is recognized that Michigan law makes the Board legally responsible for the operation of the Redford Union School system in all respects. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of educational policies, the construction or acquisition and the maintenance of school buildings and equipment, the hiring, transfer, assignment, supervision, promotion and termination of services of the staff members and the establishment and revision of rules pertaining to the work and conduct of staff members. Michigan law gives the Board authority necessary to discharge all of its responsibilities. The Board and administrative staff shall be free to exercise all such rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement.

**ARTICLE III: RIGHTS OF THE ASSOCIATION**

SECTION 1:

The Association shall have the right to use school building facilities for Association meetings subject to prior request and approval of the appropriate administrator.

SECTION 2:

The Association may use the inter-school mail to communicate with the Employer and bargaining unit employees, provided such communications do not violate any provision of law or postal regulations and do not interfere with the orderly and efficient operation of the school.

SECTION 3:

The Association shall be notified and have the right to have two of the Executive Committee present at any meeting an employee has with the appropriate Central Office Administrator in which he/she is to receive a formal reprimand. However, written notification of disciplinary action may be delivered to the Union and employee without convening a meeting for that purpose and the Association need not be notified prior to the delivery of the written notification to the employee with notice to the Union.

SECTION 4:

The Employer, in compliance with its obligation under the Michigan Public Employment Relations Act, MCL 423.201 *et seq.*, in response to requests from the Association will provide information that is relevant and necessary to conduct bargaining and process grievances.

**ARTICLE IV: GRIEVANCE PROCEDURE**

DEFINITION: A grievance is defined as the subject matter of a specific written complaint by an employee or group of employees concerning a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, relating to wages, hours, terms or conditions of employment applicable to a bargaining unit employee.

GENERAL PRINCIPALS:

1. It shall be the policy of the Board to assure every employee an opportunity to have the unrestricted use of this grievance procedure, without fear of reprisal and without prejudice to his/her professional status.
2. Nothing contained in this grievance procedure shall be construed to deny any employee his/her constitutional rights or his/her rights under the laws of the State of Michigan.
3. Any employee may use the assistance of an officer or representative of the Association or a fellow employee, provided that the fellow employee is not representing a custodial organization other than the Association in the presentation and/or appeal of any grievance. In cases where a employee is represented, he/she must be present. When an employee is not represented by the Association, an Association representative shall have the right to be present and to state the Association's views at all stages of the grievance procedure.
4. The failure of an employee or the Union to proceed to the next step of the grievance procedure within the time limits set forth hereinafter shall be deemed a withdrawal of the grievance with prejudice against pursuing the grievance or filing it again at a later date.
5. Failure of an Administrator at any step to communicate his/her decision to the employee within the specified time limits herein set forth shall permit the employee to proceed to the next step. All time limits may be extended by mutual agreement in writing.
6. It shall be the general practice to process grievance procedures during times that do not interfere with assigned duties. When, by mutual agreement, it becomes necessary for Parties to the grievance procedure, including the Representative of the aggrieved party and a Member of the Association Executive Committee, to be involved during school hours, they shall be released with no loss of compensation.
7. Costs of arbitration of grievances shall be equally shared by the Parties to the dispute.
8. No grievance shall be instituted on behalf of any employee without the express consent of that person.
9. Forms to facilitate operation of grievance procedures shall be available at each school.
10. The Board and the Association agree to share information in processing a particular grievance or complaint.

## **PROCEDURES**

Complaints that become the subject of a grievance under this procedure should first be presented for informal processing in an effort to reduce the number of formal grievances handled under the procedures herein established. The Parties shall make arrangements for such informal processing, but exhaustion of such preliminary efforts shall not be required as a condition precedent to STEP ONE.

### **STEP ONE:**

In the event the matter is not resolved informally, the problem must be stated in writing and submitted to the Supervisor and the Association within ten (10) working days following the act or condition, which is the basis for the grievance. Within ten (10) working days of the receipt of the written statement of grievance, the Supervisor shall inform the Association of his/her decision and provide the aggrieved person with a brief statement in writing of the reasons for the decision.

### **STEP TWO:**

In the event the aggrieved employee is not satisfied with the disposition of his/her grievance at STEP ONE, he/she may within ten (10) working days appeal the disposition of his/her grievance in writing to the Executive Director of Human Resources and Labor Relations. Within ten (10) working days following receipt of such appeal, the appropriate Central Office Administrator shall make a decision with regard to the grievance. If said appropriate Central Office Administrator decides there is a legitimate grievance, he/she shall make necessary adjustments. If he/she decides that no grievance exists and so notifies the claimant, the claimant may proceed to STEP THREE.

### **STEP THREE:**

The aggrieved employee, upon notification that the appropriate Central Office Administrator has denied his/her appeal, may, with the Association's support, within ten (10) working days appeal the decision of the appropriate Central Office Administrator to the Board of Education. The Board of Education or a subcommittee of the Board of Education will hear the third level grievance within twenty (20) working days. The determination of the Board or subcommittee of the Board will be conveyed to the aggrieved within ten (10) working days after the next Regular Board Meeting.

### **STEP FOUR:**

If the decision of the Board is not satisfactory to the Association, the Association may appeal the grievance to binding arbitration by filling a demand for arbitration with the American Arbitration Association within ten (10) work days after receipt of the Board's decision or the deadline for the decision, whichever occurs first, with a copy mailed simultaneously to the Executive Director of Human Resources and Labor Relations. Selection of the Arbitrator shall be governed by the rules of the American Arbitration Association, which shall likewise govern the arbitration proceedings.

## **POWERS OF THE ARBITRATOR:**

It shall be the function of the Arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

2. He/she shall have no power or authority to consider or rule upon the discipline or discharge of a probationary employee. Further, he/she shall have no power or authority to consider, change or rule upon the evaluation of any employee.
3. His/her powers shall be limited to deciding whether the Board or Association has violated the express articles or sections of the Agreement.
4. If either Party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator may have the jurisdiction to act on the matter if he/she determines that it is within the scope of his/her authority provided, however, that such scope may be subject to appeal by either Party.
5. There shall be no appeal from an Arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Association, its Members, the employee or employees involved and the Board.
6. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the Party incurring them, and neither Party shall be responsible for the expense of witnesses called by the other.
7. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any wages, unemployment benefits, or school-sponsored insurance that he/she may have received during the period of the back pay. This limitation shall not include any compensation for part-time employment begun prior to the period in question.
8. No decision in any one case shall require a retroactive wage adjustment in any other case.
9. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed. Any claim or grievance filed prior to the termination of the Agreement may be processed through the grievance procedure until resolution.

## **ARTICLE V: SENIORITY, VACANCIES AND DISCIPLINE**

### SECTION 1:

System-wide seniority shall be observed within each employee's ability to meet the standards and qualification of the position. The Board and Association shall agree upon a seniority list containing the names of the employees covered by this Agreement and stating as to each employee the date from which his/her length of service shall be determined which shall be his/her first compensable day on the job. Such list will be furnished to the Association annually.

Any employee objecting to the date respecting the commencement of his/her employment or to his/her position on the seniority list shall within ten (10) days of the posting of the list file his/her objection in writing with the committee. If a person is re-employed after having terminated employment, his/her name shall be entered on the seniority list in accordance with his/her date of reemployment.

### SECTION 2:

1. In the event that a reduction in personnel occurs, the employee with the least seniority shall be laid off first, after receiving a thirty (30) day layoff notice. Any employee



receiving a layoff notice will be assigned any available temporary work.

2. Any employee laid off due to the reduction of the work force shall have the right to be rehired according to seniority providing the employee is able to meet the standards and qualifications of the position to which he/she is being recalled.
3. The provisions of this Article shall extend for no less than two (2) years following the date of layoff.

### SECTION 3:

1. All vacancies and new positions shall be posted for three (3) working days. In those incidences where persons are on vacation for the entire duration of the posting, the posting will remain up for an additional one (1) day upon their return if the employee on vacation cannot be reached. The Union may enter a job bid for any member on vacation during the period that a position is posted. A posting that experiences a job bid from employee(s) on vacation shall not be filled until the employee(s) with the highest seniority accepts said posting. The Union will make every effort to communicate any postings to any members on leave or vacation at the time of the posting.

Employee(s) who are on a Workers' Compensation leave may bid on a vacancy. If an employee who is on Workers' Compensation is the successful bidder, they will be placed in the position provided they are able to return to duty without restrictions within sixty (60) working days. During the period of time that the employee is on Workers' Compensation, the vacant position shall be filled with a temporary employee.

2. In the event an employee applies for and is granted an unlike reassignment, there shall be a trial period of twenty (20) working days during which time the employee's suitability for the assignment shall be determined.

An employee shall within a ten (10) day period indicate, in writing, a return to his/her former assignment. This provision shall exclude those cases involving involuntary assignment made by the Administration.

In the event an employee applies for and is granted reassignment to a similar position, the employee shall have three (3) days, the length of their posting, to indicate, in writing, a return to his/her former assignment.

3. Examples of "similar" positions would include but not be limited to: any custodial position to any other custodial position regardless of shift or building. Any "Building Day Custodian" position to any other "Building Day Custodian" position regardless of building. Examples of "unlike" positions would include but not be limited to a non-classified position to a classified position. Any Classified position to any other Classified position.
4. In the event the senior applicants are denied the position, reasons for the denial shall be given in writing to the employee upon his request.
5. The provisions of this Article shall not include those instances wherein changes are made to fill the same job description within the same shift of a building or department.
6. Effective with this contract, all new RUCBDA applicants must pass an assessment test to

be mutually agreed upon by Administration and the RUCBDA Executive Board.

SECTION 4:

New employees shall be subject to a probationary period of ninety (90) working days of employment. During this time the Board shall have the right to discharge, demote or lay off such employees without regard to the provisions of this Agreement. At the end of the successful probationary period such employee shall be placed on the seniority list as of his/her first compensable day on the job.

SECTION 5:

After satisfactory completion of the ninety (90) working day probationary period, an employee will not be disciplined or discharged without just cause. Prior to completion of the ninety (90) working day probationary period, the discipline and/or discharge of a probationary employee shall remain within the discretion of the employer and any such action shall not be grievable or contestable by the Association under the grievance and/or arbitration procedures of this Agreement.

SECTION 6:

1. In the event that a bus driver fails to pass the regular driving and physical test or otherwise become unable to drive, the following will occur:
  - a. The bus driver's position shall be posted.
  - b. If a qualified employee, who is a custodian, applies for and receives the posted driving position, then:
    - (1) vacant custodial position will be posted.
    - (2) bus driver shall obtain a vacated custodial position as his/her seniority permits.
  - c. If no qualified employee, who is a custodian, applies for and receives the posted driving position, then the driver shall have the right to bump the lowest seniority custodian providing he/she is physically able to do the work and has greater seniority than the Employee being bumped.
  
2. Likewise, in the event that a custodian becomes physically unable to perform his/her duties, the following will occur:
  - a. The custodian's position shall be posted.
  - b. If a qualified employee, who is a bus driver, applies for and receives the posted custodial position, then:
    - (1) vacant bus driving position will be posted.
    - (2) custodian shall obtain a vacated bus driving position as his/her seniority permits.
  - c. If no qualified employee, who is a bus driver, applies for and receives the posted driving position, then the custodian shall have the right to bump the lowest seniority bus driver providing he/she is physically able to do the work and has greater seniority than the employee being bumped.

SECTION 7:

1. Those employed as custodian or maintenance personnel will not be required to maintain a chauffeur driver's license. However, if a custodian or maintenance employee wishes to transfer to the Transportation Department, he/she will be required to obtain a Michigan School Bus Drivers License including all State mandated endorsements at Board expense. While in training, a part time bus driver will be used in the open position.

2. Employees who separate from the school district within one (1) year after completing their probation period will be obligated through payroll deduction to reimburse the school district for the training and certificate costs for bus drivers, pool attendant and playground certification, not to exceed \$500 per employee.

SECTION 8:

1. No employee, hired on or after July 1, 2009, shall be placed in a position within the same building and same shift in which he/she would be in a direct supervisory or co-worker relationship with a member of his/her immediate family.
2. Members of the immediate family shall be defined as husband, wife, father, mother, brother, sister, son, daughter, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, cousin, nephew or niece.

SECTION 9:

1. The disciplining of employees is a Management right and may include, but is not necessarily limited to, verbal reprimand, written reprimand, suspension for just cause.
2. Any verbal reprimand, written reprimand, suspension or dismissal of an employee by a Supervisor or other Administrator shall be done in private. Normally, a meeting scheduled by the Supervisor shall be scheduled during the employee's regular shift unless other arrangements are made by the Administration with notification to the Union.
3. If a Supervisor or other Administrator decides to investigate an incident prior to discipline, said investigation shall be with pay or without pay as determined by the Administration. If the employee is found to be not guilty of the charge or offense, they shall be made whole for all lost wages and benefits.
4. Rights to representation. Employees shall, at times, be entitled to have a Union representative present when being disciplined. The Administration shall inform the employee of this right before disciplining the employee. If the employee requests a Union representative present, the Administration shall delay action for up to twenty-four (24) hours so that a Union representative may be present. For serious disciplinary action involving suspension or termination, the meeting may be adjourned to permit the attendance of the Uniserv Director.
5. A grievance challenging any disciplinary action or challenging dismissal shall be subject to the grievance procedure.

**ARTICLE VI: HOURS, WAGES AND FRINGE BENEFITS**

SECTION 1:

1. The scheduled rates for employees working in the school district shall be paid according to the rate structure in Appendix "A."
2. The job responsibilities of the "Day Custodian" include but are not limited to those items detailed in Appendix "B". Day custodians must be able to satisfactorily perform the responsibilities detailed on Appendix "B" in order to receive the designated "Day Custodian" pay rate structure in Appendix "A".

## SECTION 2:

1. A full time employee's regular work year shall consist of 2,080 hours at regular pay. There shall be a specified starting and quitting time and all full time employees working before or after these hours shall be paid time and one half. Minimum call in time shall be one (1) hour at time and one-half.
2. Effective with the new Agreement, the seventy-two (72) hours of built-in overtime shall be converted and applied to the straight time hourly rate. All full time employees shall have an eight and one-half (8-1/2) hour regular work day with a scheduled one-half (1/2) hour unpaid lunch within that eight and one-half (8-1/2) hour day.
3. Employees will be permitted to work four (4) ten and one-half (10½) hour days or five (5) eight and one-half (8½) hour days during the summer (non-student attendance days) upon approval of and coordination with the employee's immediate supervisor.
4. When a building or buildings needs to be closed for any reason, normally scheduled bargaining members are required to work. If the reason for the building closure would make it unsafe or impossible to perform necessary duties, the employees will be temporarily assigned to a different building. If the entire Redford Union School District is closed, involving both students and staff, bargaining unit members who are required to report shall be given compensatory time.
5. Notwithstanding the above, effective July 1, 2009, the Board shall have at its sole discretion the option to institute a four (4) ten and one-half (10 ½) hour week during the year subject to the employer notifying the Union of the scheduled change no later than June 1 of each contract year.

## SECTION 3:

1. The determination of overtime is a Board prerogative. When overtime is necessary it will be divided among the full time employees of each school building or as equally as possible. The rules governing this distribution will be discussed cooperatively in each school and will be posted in each school building and/or department at the beginning of the school year and will not be changed until the following school year except by mutual agreement.
2. It is understood that certain specialized jobs require specialized skills, and that the Supervisor has the option of assigning such jobs to persons with the specialized skills. Time accumulated in such jobs will be entered on the overtime sheets.
3. When absences occur in school buildings, a maximum of eight (8) hours of overtime per day will be allowed.

## SECTION 4:

The Board will grant \$10.00 per month clothing allowance for the general maintenance positions, automotive mechanics, automotive mechanic helper, mail person, food service driver, high school gym/pool operator, and Appendix C day custodians. Said amount will be paid in a separate check annually.

SECTION 5:

1. Employees shall be paid for the following holidays:  
Three (3) consecutive days during the Mid-Winter Break as designated by the Board  
Good Friday  
The Monday after Easter  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
The day after Thanksgiving Day  
Day before Christmas through New Year's Day

In those years when the Fourth of July falls on a Tuesday, the Monday before will be considered as part of the Fourth of July holiday. When the Fourth of July falls on a Thursday, the Friday following will be considered part of the Fourth of July holiday. When the Fourth falls on a Saturday, the Friday before will be considered as part of the holiday. When the Fourth falls on a Sunday, the following Monday will be considered as part of the holiday.

2. Employees who are called to work on any holiday listed above, except as noted below, shall receive double time.
  - a. Full time employees will work a combination of four (4) days over the Christmas and Easter holidays. Employees must submit their requested workdays by the second Friday in November. The actual days worked must be approved by the Director as well as any requested changes after the work schedule has been set.
  - b. Employees called to work on any of the three (3) days between Christmas Day and New Year's Eve shall be paid time and a half.
  - c. Employees who are called to work on any of the scheduled days off during Easter shall receive a compensatory day, not to exceed four (4) days, for each day worked in the period, to be used in the following summer (summer being non-student days in June, July, and August).

SECTION 6:

1. Each full time employee is entitled to a total of ten (10) leave days for a twelve (12) month period. Where leave days are prorated, this shall be done on the basis of 5/6 day per month.
2. Although leave days may be used for various purposes, the absence of any employee could interfere with school services. Therefore, requests for use of leave days, except in cases of sickness and emergency, shall be made in advance.
3. Leave days will not be used to extend vacations except if authorized by the Director of Auxiliary Services. A request for using leave days for such purposes shall be made at least thirty (30) days in advance.
4. Leave and vacation days must be used in minimum increments of one half of scheduled hours worked. Full-time employees working a four-day work week will not be required to charge more than four (4) hours in any given scheduled work day.

SECTION 7:

Leave days may accumulate up to a total of fifty (50). Any accumulation over fifty (50) and up to sixty (60) will be paid off at the end of that fiscal year at the current rate.

SECTION 8:

Prior to termination of employment, an employee will be permitted to use up any remaining earned vacation days or compensatory time. At termination, any unused earned vacation days will be paid out at the Employee's current per diem rate. When terminating employment, any remaining accumulated leave days will be paid out at the employee's current per diem rate. Earned vacation means the prorated share of vacation days that the employee would receive if the employee completed the fiscal year of employment.

SECTION 9:

Upon request, deductions will be made for an indemnity plan, Association dues, Michigan Educational Credit Union and Community Choice Credit Union. The Board further agrees to make deductions as authorized for annuity plans and charitable foundations as mutually agreed upon by parties to this Agreement.

SECTION 10:

1. The work of employees is such that vacations, which in all cases are scheduled by the supervisor, must be taken at times when the smooth operation of the school system will not be affected, preferably during the summer months; however, vacation time may be taken during the period of time when school is in session at the discretion of the Department Supervisor. One (1) week of vacation time may be used a day at a time instead of a block of five (5) days.
2. However, if the work schedule permits, and the operation of the system will not be materially affected, employees may request that part of their earned vacation time be taken during the Easter weeks. Vacation time must have been earned prior to July 1.
3. An employee hired into the system after April 15, 1996 will receive a prorated vacation at the rate of 5/12 days per month up to July 1 for that school year.
4. Employees with zero (0) to five (5) years seniority shall receive five (5) days vacation yearly. Employees with less than six (6) years of seniority and were hired prior to April 15, 1996 shall continue to receive ten (10) days vacation yearly.
5. At the completion of five (5) years of service through the tenth (10) year of service, Employees shall receive ten (10) days vacation yearly.
6. At the completion of ten (10) years of service through the fifteenth (15) year of service, employees shall receive fifteen (15) days vacation yearly.
7. At the completion of fifteen (15) years of service through the twentieth (20) year of service, employees shall receive twenty (20) days vacation yearly.
8. At the completion of twenty (20) years of service or greater before July 1 of each year, employees shall receive twenty-five (25) days vacation yearly.
9. Employees may be paid for up to five unused vacation days at the end of each fiscal

year.

SECTION 11:

If an employee is injured by reason of assault upon his/her person as a result of school related activities and/or responsibilities, the Board shall pay to such employee the difference between his/her salary and the amount paid him/her under Workers' Compensation. No leave days shall be charged against the employee during this period.

SECTION 12:

1. Employees who select the Blue Cross Blue Shield Community Blue PPO Plan #4 (or comparable plan) will have such coverage without any cost sharing.
2. Employees covered by the Blue Cross Blue Shield Community Blue PPO Plan #1 (or comparable plan) shall contribute 10% of the appropriate COBRA rate as of June 30 of the previous contract year. Contributions will be deducted from each pay.
3. Employees will participate in the 10/20/40 Drug Prescription Rider Program with a \$40 co-pay for designer drugs and \$40 co-pay for anti-ulcer medication. Each subscriber may "grandfather" one designer drug to the second tier. Each bargaining unit member may participate in the Over the Counter Medication Program through the Board's designated prescription drug carrier for specifically listed antihistamines (allergy medications) and anti-ulcer (heartburn medications). If a physician for the above categories prescribes an Over the Counter medication, there will be zero co-pay.
4. An eligible employee who elects not to receive coverage under the medical service plan as provided herein shall receive One Hundred Dollars (\$100.00) per month, maximum of One Thousand Two Hundred Dollars (\$1,200.00) per year, to be paid into a tax deferred annuity plan available through the Employer or cash in lieu of the health insurance coverage.

SECTION 13:

All insurance benefits are subject to the terms and conditions of the insurance policies and any claims shall be made against the insurance carrier. The employee must comply with all requirements for coverage specified by the insurance carrier, including those for enrollment and active employment. The employee must, within thirty (30) days of the change, notify the Employer of any change in marital status and/or number or age of dependents, which would result in an adjustment of premiums paid by the Employer for insurance coverage. Any failure to so notify the Employer shall make the Employee liable for any overpayment of premiums attributable thereto.

Any overpayment of premiums shall be deducted from the salary of the Employee.

SECTION 14:

The Board will pay the premium cost of Workers' Compensation coverage. Employees who become eligible for Workers' Compensation payments and who have accumulated leave days will come under the following policy:

1. Workers' Compensation checks will be forwarded to the employee by the insurance company.
2. Employees will not accrue vacation and/or leave days after receiving workers'

compensation benefits for more than twelve (12) consecutive months.

SECTION 15:

The Board shall pay to the carrier the full premium cost of term life insurance coverage of \$45,000.

SECTION 16:

The Board shall pay to the carrier the full premium cost of a Co-Pay Optical Plan for all full time Employees and their Dependents as follows:

1. Examination	\$30.00
2. Regular Lenses	\$20.00 per lens
3. Bi-focal Lenses	\$24.00 per lens
4. Tri-focal Lenses	\$30.00 per lens
5. Frames	\$24.00
6. Contact Lenses	\$100.00 per year

Examinations, frames and one (1) set of corrective lenses (regular glasses, prescriptive sunglasses, photogrey lenses, or contact lenses) will be provided once in a twelve (12) month policy year for each eligible member of the family.

SECTION 17:

The Board shall pay the cost of physical exams required for bus driving positions and may designate the medical personnel or facility where such exams will be provided.

SECTION 18:

Effective July 1, 2009, the District co-pay percentage for Type I Preventable and Diagnostic dental care benefits will increase from 80/20 to 90/10.

SECTION 19:

The Board, by payment of the premium payments required to provide the insurance coverage, shall be relieved from all liability with respect to the benefits provided by the insurance coverage above described. The terms of any contract or policy issued by an insurance company herein shall be controlling as to all matters including, but not limited to, benefits, eligibility, commencement and termination of coverage.

The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason whatsoever, shall not result in any liability to the Board or to the Association, nor shall such failure be considered a breach by either of them of any obligation under this contract.

SECTION 20:

The Board shall pay the carrier 55% of the premium cost of the income protection coverage under a long-term disability plan, with a thirty (30) day elimination period, monthly benefits representing sixty-six and two-third percent (66-2/3%) of normal wages capped a five thousand dollars (\$5,000.00) per month for each Employee eligible for coverage under the Terms of this Agreement.

SECTION 21:

Subject to the terms of the contracts with the respective insurance carriers, it is the intent of the parties that insurance benefits provided for in this Agreement shall commence on the first



compensable working day of employees and that coverage shall remain in effect continuously for the duration of this Agreement so long as the employee is actually employed or granted a health leave by the Board of Education.

SECTION 22:

Any employee hired on or after July 1, 2009 may select the Blue Cross Blue Shield Community Blue PPO Plan #4 (or comparable plan) at no cost to the employee or cash in lieu of the health insurance coverage.

SECTION 23:

Any employee who participates in a wellness evaluation program sponsored by the Board through their primary care physician during the previous fiscal year (July 1 to June 30) will receive a cost-sharing rebate of \$300. The cost-sharing rebate will be payable with the first pay of October each year of the contract. In order to qualify, the employee must satisfy medical standards and provide documentation prior to September 1 that he/she has successfully participated in a medically supervised wellness program that addresses the listed below categories:

- Blood pressure
- Smoking
- Weight
- Cholesterol
- Alcohol
- Diabetes

Employees are required to complete the Employee Wellness Program Physician Verification Form as provided in Appendix E.

**ARTICLE VII: LEAVES OF ABSENCE**

HEALTH LEAVE

1. Health leaves for periods up to one (1) calendar year may be granted to any employee who has completed his/her probationary period and who presents a written statement from a reputable physician attesting to his/her inability to carry out his normal duties.
2. An employee may be placed on an involuntary health leave after the employee has accumulated thirty (30) workdays of absence during the calendar year or has exhausted accumulated leave days.
3. Insurance granted under the provisions of this Agreement shall remain in force throughout the period of such leave. The seniority position of the employee shall accumulate during such leave and during absences covered under Workers' Compensation.
4. A statement from a reputable physician acceptable to the Board of Education and to the employee stating that the person on leave is physically and mentally able to fulfill his normal duties shall be required upon that person's return to work.
5. At the expiration of the health leave, or the absence covered under Workers' Compensation, the employee shall be restored to his/her position or to a position of like

nature, seniority, status and pay provided the employee is able to return to work under the terms of this Agreement.

#### FAMILY AND MEDICAL LEAVE

1. Except as expressly conditioned by the terms of this provision, an eligible R.U.C.B.D.A. member shall be granted a leave under the Family and Medical Leave Act for the purposes and subject to the terms and conditions of said Act and its implementing regulations.
2. Any unpaid leave, which is otherwise available under the provisions of this Agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and credited toward the leave entitlement of an eligible R.U.C.B.D.A. member under the Family and Medical Leave Act to the extent permitted by said Act and its implementing regulations. An eligible R.U.C.B.D.A. member shall not be required to substitute his/her paid leave days for any period of leave provided through the Family and Medical Leave Act, but shall not be able to use paid leave to extend the twelve weeks of benefits provided under said Act.
3. If a R.U.C.B.D.A. member fails to return from an unpaid leave during which the R.U.C.B.D.A. member received a continuation of paid benefits under the Family and Medical Leave Act, the amount paid for continuation of these benefits shall be repaid to the Board unless the R.U.C.B.D.A. member was otherwise entitled to the continuation of the benefits under other sections of this Agreement. Repayment shall be made within fifteen (15) days after a demand for payment or according to a repayment plan agreed upon between the R.U.C.B.D.A. member and the board. The repayment amount, or any portion thereof, will be deducted from any wage or other payments owing to the R.U.C.B.D.A. member. Any deficiency shall be collectible by initiating legal action if not remitted within fifteen (15) days after demand for payment is made.
4. Employees are eligible for one twelve (12) week period of leave under the act in any 12-month period.

#### PERSONAL LEAVE

1. A leave of absence for up to one (1) year, without pay, may be granted to any member of the R.U.C.B.D.A. for personal reasons, upon a written request by the Member.
2. A Member who has requested and been granted a personal leave may, after giving notice of at least five (5) days of his/her intent to return, return from said leave and be assigned to the same job description which he/she held at the time the leave commenced or to a position of like nature, seniority, status and pay, whenever he/she is capable of fulfilling his/her professional obligations. If the leave lasts for fewer than forty-five (45) days, the Member upon return, will be reinstated to his/her previous position and the leave shall not result in a loss of experience on the salary schedule.
3. The Member shall retain all seniority rights while on leave, and retains his/her place on the pay scale, but no increment is granted for the period of absence if the leave is over forty-five (45) days.
4. To accrue full vacation and leave day entitlement for a given year, an employee must

have been on paid status for that entire year. Unpaid time shall result in a corresponding proration of vacation time and leave days.

## **ARTICLE VIII: MISCELLANEOUS**

### SECTION 1:

If any provision of this Agreement is contrary to existing or future Federal or State Legislation, that provision shall be null and void, and the remainder of this Agreement shall not be affected thereby.

### SECTION 2:

The Board of Education is concerned for the health and safety of all employees, and consequently shall strive to maintain working conditions that are conducive to their safety and well-being.

### SECTION 3:

A leave day taken will be considered as a day worked in the determination of a basic forty (40) hour week.

When an absence occurs where the employee does not have any leave days, he/she will be required to work his/her basic forty (40) hours before any overtime compensation will be paid.

### SECTION 4:

Before the Board establishes new rules concerning the working conditions, such rules will be discussed with the Union's executive committee.

### SECTION 5:

An employee who is called for jury duty and for whom the district is not able to gain deferment shall be compensated for the difference between the regular salary and the salary received for the performance of such obligation. In addition, no leave days shall be charged for such absence. Immediately upon receiving a summons for jury duty, the employee must notify the Human Resources Department. If attempts at deferment do not succeed, the employee, in order to receive payment, must supply satisfactory evidence that he/she performed jury duty, with the specific days indicated. No employee shall be entitled to such payment for voluntary jury duty.

In those cases in which an employee is summoned to appear as a witness in any legal proceeding growing out of job related situations, he/she will receive the same consideration as if he/she were called to jury duty.

### SECTION 6:

Meetings of employees are essential for the purpose of organization and in order to facilitate integration of work schedules and to meet emergency situations. Such meetings shall be held as mutually agreed upon by the representative of the Union and the Board.

When a meeting is called, attendance is required and employees will be paid if in attendance. Employees who are not in attendance and who have not been excused by their Supervisor will forfeit that portion of their pay that is commensurate with the time spent in the meeting.

### SECTION 7:

Sub-Contracting -- The Board agrees that in the event any work presently performed exclusively by an R.U.C.B.D.A. Employee is assigned to individuals or companies outside of the bargaining unit, such changes will be discussed with the R.U.C.B.D.A. before they occur.

An R.U.C.B.D.A. employee must be present to perform normal duties and security for the building, both during and after normal working hours or weekends while outside contractors are working in the building.

SECTION 8:

The estate of an employee who dies during the school year shall receive a pro-rata amount of the present year's leave day and vacation allowance based on the length of his/her employment during the school year plus the full amount of any leave day allowances, disability bank and comp day bank accumulated.

SECTION 9:

Before an employee returns to work after recuperating from a health leave (work or non-work related), a statement from a physician must be submitted to the Director of Auxiliary Services indicating that the employee is physically able to return.

SECTION 10:

Employees will attend up to 8 hours of Board paid training each year outside of their normal work schedule, with no additional compensation. Any training over 8 hours will occur during normal working hours or be paid at the normal hourly rates. Any training that is scheduled during normal working hours will be compensated in the normal course.

**ARTICLE IX: EMPLOYEE RESPONSIBILITY**

It is recognized that service to the public, especially service involving children, requires of those providing such services the maintenance of a high level of personal conduct and standards. As such, employees of the Redford Union Schools are expected to so conduct themselves and to present such an appearance that they will reflect credit upon themselves and the Redford Union Schools.

It is also recognized that employees must accept the obligation of maintaining their full working status in accordance with statutory requirements. This includes a physical exam as required. Failure to satisfy such requirements shall be construed by the Board as being just grounds for suspension of the employee with loss of pay.

**ARTICLE X: EVALUATION**

First and second year employees shall be evaluated at least once a year. Employees who have over three (3) years in the system shall be evaluated at least once every two (2) years.

**ARTICLE XI: TERMINATION CLAUSE**

This Agreement shall be for a period of three (3) years that is from July 1, 2009 to June 30, 2012.

APPENDIX A  
CUSTODIAN & BUS DRIVERS WAGE SCHEDULE  
2009-2012

DAYS & CLASSIFIED  
Hired prior to 4-15-1996

STEP	HOURLY RATE	DAILY RATE	BIWEEKLY	ANNUAL
1 <sup>st</sup> Year	16.90	135.20	1352.00	35152.00
2 <sup>nd</sup> Year	17.49	139.92	1399.20	36379.20
3 <sup>rd</sup> Year	18.89	151.12	1511.20	39291.20
4 <sup>th</sup> Year	19.52	156.16	1561.60	40601.60
5 <sup>th</sup> Year	20.83	166.64	1666.40	43326.40
7 <sup>th</sup> Year	21.08	168.64	1686.40	43846.40
12 <sup>th</sup> Year	21.43	171.44	1714.40	44574.40

AFTERNOONS & DRIVERS  
Hired Prior to 4-15-1996

STEP	HOURLY RATE	DAILY RATE	BIWEEKLY	ANNUAL
1 <sup>st</sup> Year	15.76	126.08	1260.80	32780.80
2 <sup>nd</sup> Year	16.35	130.80	1308.00	34008.00
3 <sup>rd</sup> Year	17.75	142.00	1420.00	36920.00
4 <sup>th</sup> Year	18.38	147.04	1470.40	38230.40
5 <sup>th</sup> Year	19.66	157.28	1572.80	40892.80
7 <sup>th</sup> Year	19.91	159.28	1592.80	41412.80
12 <sup>th</sup> Year	20.25	162.00	1620.00	42120.00

DAYS & CLASSIFIED  
Hired on or after 4-15-1996

STEP	HOURLY RATE	DAILY RATE	BIWEEKLY	ANNUAL
1 <sup>st</sup> Year	14.22	113.76	1137.60	29577.60
2 <sup>nd</sup> Year	14.71	117.68	1176.80	30596.80
3 <sup>rd</sup> Year	15.87	126.96	1269.60	33009.60
4 <sup>th</sup> Year	16.40	131.20	1312.00	34112.00
5 <sup>th</sup> Year	17.48	139.84	1398.40	36358.40
7 <sup>th</sup> Year	17.68	141.44	1414.40	36774.40
12 <sup>th</sup> Year	17.98	143.84	1438.40	37398.40

AFTERNOONS & DRIVERS  
Hired on or after 4-15-1996

STEP	HOURLY RATE	DAILY RATE	BIWEEKLY	ANNUAL
1 <sup>st</sup> Year	13.08	104.64	1046.40	27206.40
2 <sup>nd</sup> Year	13.57	108.56	1085.60	28225.60
3 <sup>rd</sup> Year	14.73	117.84	1178.40	30638.40
4 <sup>th</sup> Year	15.26	122.08	1220.80	31740.80
5 <sup>th</sup> Year	16.32	130.56	1305.60	33945.60
7 <sup>th</sup> Year	16.52	132.16	1321.60	34361.60
12 <sup>th</sup> Year	16.82	134.56	1345.60	34985.60

## APPENDIX B

### CLASSIFIED POSITIONS

The classified positions are as follows:

1. Day Custodians
2. Dispatcher
3. Food Service Driver
4. General Maintenance Positions
5. High School Gym/Pool Operators
6. High School Head Custodian
7. Mail/Day Man
8. Mechanics

Those employees acting as assistants to the classified positions will receive the classified position rate for those hours working as an assistant.

Employees who on a temporary basis, perform the duties of a "classified position" or a "Day Custodian", after five (5) consecutive days in that position shall receive the pay scale of the position, for the remainder of their service in that position.

Employees moving between the positions of "Custodian & Bus Driver", "Day Custodian" and "Classified Position" shall be placed on the same step or longevity pay level as they were in their previous position.

## APPENDIX C

### RESPONSIBILITIES OF THE BUILDING DAY CUSTODIAN

The responsibilities of the Building Day Custodian will include the following:

1. Electrical - Replacement and repair of outlets, toggles, ballasts, tombstones, appliance cords and other light electrical duties.
2. Plumbing - Replacement and repair of plumbing fixtures, sloan valves, vacuum beakers, and other light plumbing duties.
3. Carpentry - Replacement and repair of panic bars, door locks, window handles, casework, door hinges, facia boards, and other light carpentry duties.
4. Boilers and heating systems - Replacement and repair of leaking copper pipes, thermostats, calibration of thermostats and other light duties related to boilers and heating systems.
5. General maintenance - Replacement and repair of floor tiles, ceiling tiles, window glass, minor roof repair, walkway repair, molding, gutters, caulking, walkways, painting and other light general maintenance duties.

## APPENDIX D

### PART-TIME EMPLOYEES

#### Pay Schedule:

- Step 1: \$13.00 to Start
- Step 2: \$13.50 after 6 months probationary period
- Step 3: \$13.75 after 1.5 years from hire date
- Step 4: \$14.00 after 2.5 years from hire date

Part-time employees are permitted to make up his/her 40 hour workweek by performing the duties of an absent full time employee after his/her driving responsibilities have been tallied for the week. Part-time employees may only exceed 40 hours a week by performing these duties in the case of an emergency.

Part-time employees are permitted to perform full time bus driver duties in the absence of a full time driver, including but not limited to the down time assignment. Part-time employees may only exceed 40hours a week in the case of an emergency.

Part-time Employees will be members of the R.U.C.B.D.A. and will receive the following benefits:

1. Single Blue Cross and Blue Shield Community Blue PPO Plan #4 (or comparable plan).
2. A \$10.00 deductible prescription drug plan will be provided, which may be provided through a separate provider.
3. Dental & Vision – Full Family
4. Life Insurance - \$25,000.00
5. Paid Leave Days – Five (5) days per year at six (6) hours per day. Maximum accumulation of 30 days
6. Vacation Days – Zero (0)
7. Paid Holidays – Twelve (12) at six (6) hours per day:
  1. Labor Day
  2. Thanksgiving Day
  3. Day after Thanksgiving
  4. Day before Christmas
  5. Christmas Day
  6. Day before New Years
  7. New Years Day
  8. Three (3) consecutive days during mid-winter break as designated by the Board
  9. Memorial Day
  10. Good Friday
8. Paid Snow Days – When school is closed due to inclement weather six (6) hours per day. If classes are cancelled early, employees will be paid for the actual time worked.



APPENDIX E



18499 Beech Daly Road Redford Michigan 48240  
Telephone (313) 242-6012  
Fax (313) 242-6025

Internet address: <http://www.redfordu.k12.mi.us>

REDFORD UNION EMPLOYEE WELLNESS PROGRAM

PHYSICIAN VERIFICATION FORM

*Note to Physician:*

Your patient has chosen to participate in the Redford Union Schools Employee Wellness Program. The program encourages employees to assess and discuss their health annually with their physician. Employees are asked to discuss health improvement opportunities and activities with their physician. The Redford Union Schools provides a financial incentive to support health improvement activities. To verify their participation in this program, employees must provide this form to their physician for completion.

*Physician Instructions:*

Please verify the exam date and the following annual physical assessments:

- |             |                |
|-------------|----------------|
| Alcohol Use | Blood Pressure |
| Cholesterol | Diabetes       |
| Smoking     | Weight         |

Counseled with patient if testing results from these tests are not within an acceptable range. Additional guidance will be provided to the Redford Union School District employee in order to improve his/her health.

Date of Exam \_\_\_\_\_

\_\_\_\_\_  
Redford Union Schools Employee Name  
(Please Print)

\_\_\_\_\_  
Employee Phone Number

\_\_\_\_\_  
Signature of Primary Care Physician

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Physician

**Office Stamp (REQUIRED)**

Address of Practice \_\_\_\_\_ City \_\_\_\_\_ Zip: \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Employee must submit this completed form to the Redford Union Schools Benefits Office no later than September 1<sup>st</sup> of each year to document that he/she has successfully participated in the Wellness Program. Verification form **WILL NOT** be considered valid without a stamp from the physician's office.

APPENDIX F

REDFORD UNION SCHOOL DISTRICT No. 1  
AND  
REDFORD UNION CUSTODIANS AND BUS DRIVERS ASSOCIATION

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this <sup>September</sup> 5 day of August, 2002 by and between the Board of Education of the Redford Union Schools No.1, hereinafter "Board" and the Redford Union Custodians and Bus Drivers Association, hereinafter "Union" as follows:

WHEREAS, the Union filed unfair labor practice charges and amended charges with the Michigan Employment Relations Commission in MERC Case No. C01 J-209 making certain factual and legal allegations and claiming violations of Section 10(1)(a) and (c) of the Act, MCL 423.210(1)(a) and (c) and the Board answered the charges and amended charges denying the allegations, and

WHEREAS, there are pending grievances and arbitration proceedings between the Union and the Board, and

WHEREAS, the Board and the Union desire to settle and resolve all of these matters without any further proceedings and/or litigation between them, including any claims, complaints, charges or grievances, of any kind with respect to the factual or legal allegations asserted in the unfair labor practice charges or the grievances now pending between them.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of the parties as recited below, the Board and the Union agree as follows:

(1) Upon ratification and execution of this Settlement Agreement by the Board and the Union, the Union will withdraw the unfair labor practice charges and amended charges filed in this matter, being MERC Case No. C01 J-209, as well as any and all grievances and arbitration proceedings now pending between the Board and the Union. Specifically, the Union will withdraw with prejudice the following grievances currently pending arbitration between the Board and the Union:

- |         |                |   |
|---------|----------------|---|
| 1997/98 | Sequence #003* |   |
| 1997/98 | Sequence #005* | *These three (3) grievances (#003, #005, #006) have been consolidated for hearing |
| 1998/99 | Sequence #006* |   |
| 1998/99 | Sequence #010  |   |
| 1998/99 | Sequence #014  |   |
| 1998/99 | Sequence #015  |   |

The Union will not pursue any further proceedings and/or litigation of any kind regarding the factual and legal allegations contained in the specific claims asserted in the unfair labor practice charges and amended charges and regarding the factual and legal allegations contained in the specific claims asserted in any and all grievances and arbitration proceedings now pending between them and hereby withdrawn by the Union at any time and by any means or in any legal forums, including those available through any administrative agency or contractual procedures. The withdrawal of these charges and amended charges and the withdrawal of these grievances and arbitration proceedings shall be without any disposition or remedy other than the assurances and commitments contained in the terms and conditions of this Settlement Agreement, which will become enforceable upon ratification and execution of this Settlement Agreement by the Board and the Union. The Board and the Union agree that this Settlement Agreement may be presented by either party in any subsequent proceeding as conclusive evidence of the full settlement, accord and satisfaction of these claims to preclude any further proceedings with respect to these claims.

remaining unfilled after posting for applicants from existing custodians and full time bus drivers hired on or before February 22, 1999, the custodial/maintenance vacancy will be offered to the least senior full time bus driver hired on or before February 22, 1999. That bus driver must either accept or decline the offer of the custodial/maintenance position. If that bus driver accepts the custodial/maintenance position, the bus driver position vacated shall become a part time position. If that bus driver declines the custodial/maintenance position, that bus driver and position become subject to part time assignment of hours. If that bus driver declines the custodial/maintenance position, the custodial/maintenance position shall then be offered to the next least senior full time bus driver hired on or before February 22, 1999, being the next more senior full time bus driver from the bus driver declining the custodial/maintenance position. The next full time bus driver offered the custodial/maintenance vacancy must either accept or decline the vacancy in the same manner as the offer to the previous full time bus driver. If that bus driver accepts the custodial/maintenance position, the bus driver position vacated becomes a part time position. If that bus driver declines the custodial/maintenance position, that bus driver becomes a part time bus driver subject to part time assignment. Each time the custodial/maintenance vacancy is declined by a full time bus driver hired on or before February 22, 1999 the bus driver declining the position becomes a part time bus driver subject to part time assignment and the custodial/maintenance vacancy is then to be offered to the next least senior full time bus driver in the same manner and with the same consequences until the custodial/maintenance vacancy is filled by a full time bus driver hired on or before February 22, 1999. When a full time bus driver declines the custodial/maintenance vacancy and thereby becomes a part-time driver, that part-time driver will be given the opportunity to bid on a part-time run held by a less senior part-time driver at the beginning of the next semester after being reduced to part-time status.

(5) Beginning with the 2003-2004 school year effective July 1, 2003, the School District may determine that it is necessary to convert any or all remaining full time bus drivers hired on or before February 22, 1999 to part time assignments. The assignments to part-time runs will be determined through seniority bid. Prior to any reduction to part time assignment, each of the remaining full time bus drivers hired on or before February 22, 1999 will be given the opportunity to accept a custodial position. The custodial positions to be offered shall be made available by a reduction in personnel among the least senior custodial maintenance personnel provided there is a more senior full time bus driver that is qualified for the position held by the less senior custodial maintenance employee. The least senior custodial maintenance employees laid off by this process will be given the first opportunity to be trained and become part time bus drivers for the available vacancies. Should the School District determine that it is necessary to convert any or all of the remaining full time bus drivers hired on or before February 22, 1999 to part-time status by this method, assignments to part-time runs will be made among the part-time drivers by seniority bid at the beginning of a semester.

(6) Any previous full time regularly scheduled forty (40) hour work week bus drivers hired on or before February 22, 1999 who become subject to part-time assignment of hours in accordance with the term of this Settlement Agreement will be paid an hourly rate of not less than their present hourly rate of pay or a rate of pay determined by mutual agreement between the Board and the Union for hours worked as a part time bus driver and without a reduction in insurance benefits, paid leave, paid holidays, and paid vacation previously provided to them as a full time employee. Also, should the Board determine that there is a need for additional personnel to perform custodial/maintenance work in the summer months, previous full time regularly scheduled forty (40) hour work week bus drivers who become subject to part time assignment of hours will be provided the first opportunity to accept or decline the available work, provided they are qualified to do the work to be done.

(7) The Board and the Union hereby acknowledge and agree that the Union shall be voluntarily recognized as the exclusive bargaining representative for all full time and regularly scheduled part time bus drivers, excluding substitute bus drivers. Further, the Board and the Union acknowledge and agree that the wages, hours, and working conditions presently implemented for the recently employed part time bus drivers hired after February 22, 1999 have been appropriately implemented and constitute the established wages, hours and working conditions applicable to them, but remain subject to future negotiations between the Board and the Union.

(8) The Board and the Union acknowledge and agree that the second maintenance position at the high school will be posted as a vacancy to be filled according to the currently applicable procedures.

(9) It is mutually understood by and agreed by and between the Board and the Union that by entering into this Settlement Agreement and taking the respective actions pursuant to its provisions, no admissions of error or wrongdoing or admissions of fact or law have been made by any party or person and no concessions have been made with respect to any positions, perspectives or convictions of any persons. Further, it is understood and agreed by and between the Board and the Union that the terms and conditions of this Settlement Agreement do not constitute or establish any practice or precedent between them with respect to any future situation or dealings that may arise between them with respect to any matter or dispute and that this Settlement Agreement shall not be presented in any future proceedings between them as any evidence thereof, except as may be necessary to enforce the terms and conditions of this Settlement Agreement.

(10) The terms of this Settlement Agreement constitute the entire and complete Agreement between the Board and the Union with respect to this matter and supercede and supplant any prior agreement, understandings or established practices between them that would otherwise be applicable. It is mutually recognized and acknowledged by the Board and the Union that the terms of the terms of this Settlement Agreement satisfy any applicable duty to bargain with respect to any modifications or changes in any previously established working conditions which would otherwise be applicable.

This Settlement Agreement is entered into this 5 day of <sup>September</sup> ~~August~~, 2002 by and between the Board and the Union, whose authorized representatives have affixed their signatures attesting thereto as follows:

**REDFORD UNION SCHOOLS DISTRICT No. 1  
BOARD OF EDUCATION "BOARD"**

**REDFORD UNION CUSTODIANS AND BUS  
DRIVERS ASSOCIATION "UNION"**

By: Brian G. Mette

By: Robert Karrick

It's Superintendent

It's President

Dated 9-5-2002

Dated 9-5-2002

S:\USERS\NRB\CGJ\Redford Union 2505\073102 settlement ngr.wpd

**REDFORD UNION SCHOOLS, DISTRICT NO. 1  
AND  
REDFORD UNION CUSTODIANS AND BUS DRIVERS ASSOCIATION**


**MEMORANDUM OF AGREEMENT #1**


**RE: Four Ten-Hour Work Week**

In reference to Article VI, Section 2, Item #3:

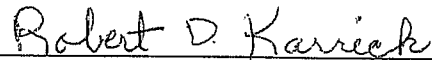
In the event that a four ten and one half (10 ½) hour work week causes any interruption in building coverage, the four ten and one-half hour work week option will be eliminated. Article VI, Section 2, Item 3 will become null and void in the current contract five (5) working days after the Union is notified.

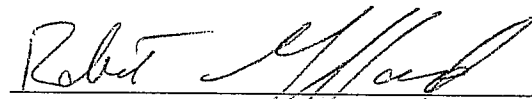
BOARD OF EDUCATION, REDFORD  
UNION SCHOOLS, DISTRICT NO. 1

  
\_\_\_\_\_  
Donna L. Rhodes  
Superintendent of Schools

  
\_\_\_\_\_  
Susan K. Featheringill  
Assistant Superintendent of Business Services

REDFORD UNION CUSTODIANS  
AND BUS DRIVERS ASSOCIATION

  
\_\_\_\_\_  
Robert D. Karrick, President

  
\_\_\_\_\_  
Robert N. Gafford, Secretary

**REDFORD UNION SCHOOLS, DISTRICT NO. 1  
AND  
REDFORD UNION CUSTODIANS AND BUS DRIVERS ASSOCIATION**

**MEMORANDUM OF AGREEMENT #2**

**RE: Job Security Commitment  
June 8, 2009**

This Memorandum of Agreement is by and between the Board of Education of Redford Union School District No. 1, hereinafter "Board" and the R.U.C.B.D.A., hereinafter "Union" as follows:

WHEREAS, the Board recognizes the significant contributions of bus drivers and custodians in order to provide a quality educational environment for the students and staff of the school district, and

WHEREAS, the Union is willing to cooperate with the Board and school administration in order to comply with the deficit elimination plan adopted by the Board and approved by the Michigan Department of Education, and

WHEREAS, the Board and the Union have engaged in collective bargaining and have reached agreement upon the terms and conditions of an agreement for the school years 2009 through 2012, and whereas, the parties mutually agree that some changes are needed that require revisions to the contract, and

The Board agrees it will not privatize work performed by the Redford Union Bus Drivers and Custodial Association membership from July 1, 2009 through June 30, 2012. The Board, however, reserves the right to privatize snow removal and grass cutting during the life of this agreement.

**BOARD OF EDUCATION, REDFORD  
UNION SCHOOLS, DISTRICT NO. 1**

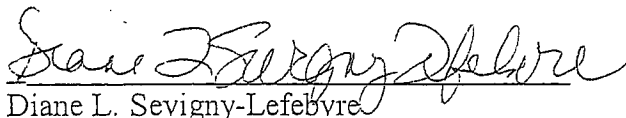


Donna L. Rhodes  
Superintendent of Schools

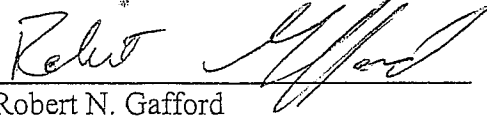
**REDFORD UNION CUSTODIANS  
AND BUS DRIVERS ASSOCIATION**



Robert D. Karrick  
RUCBDA President



Diane L. Sevigny-Lefebvre  
Director of Auxiliary Services



Robert N. Gafford  
RUCBDA Secretary

**REDFORD UNION SCHOOLS, DISTRICT NO. 1  
AND  
REDFORD UNION CUSTODIANS AND BUS DRIVERS ASSOCIATION**

**MEMORANDUM OF AGREEMENT #3**

**RE: Privatization Request for Proposal  
February 22, 2010**

This Memorandum of Agreement is by and between the Board of Education of Redford Union School District No. 1, hereinafter "Board" and the R.U.C.B.D.A., hereinafter "Union" as follows:

WHEREAS, the parties have agreed to clarify the Memorandum of Agreement #2 dated June 8, 2009, and

WHEREAS, pursuant to discussions held in December, 2009 and January, 2010, the parties agree that in the event the Board issues a Request for Proposal to privatize work performed by the RUCBDA membership, that the Union will be given an equal opportunity to submit its own independent proposal to continue performing the functions and requirements as outlined in the Request for Proposal. The Board agrees that no Request for Proposal will be requested by the Board on or before June 30, 2012.

**BOARD OF EDUCATION, REDFORD  
UNION SCHOOLS, DISTRICT NO. 1**

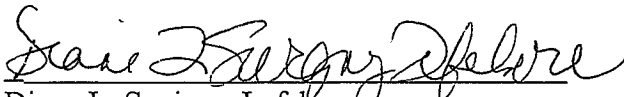


Donna L. Rhodes  
Superintendent of Schools

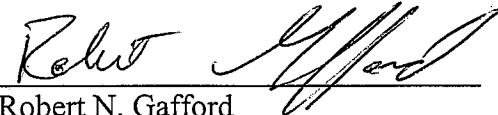
**REDFORD UNION CUSTODIANS  
AND BUS DRIVERS ASSOCIATION**



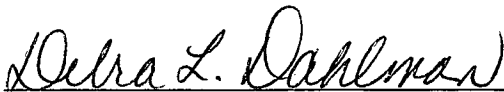
Robert D. Karrick  
RUCBDA President



Diane L. Sevigny-Lefebvre  
Director of Auxiliary Services



Robert N. Gafford  
RUCBDA Secretary



Debra L. Dahlman  
Human Resources Coordinator




Joseph C. St. Peter  
RUCBDA Trustee

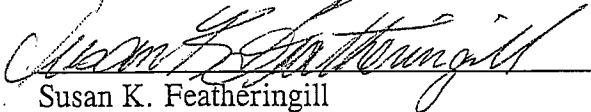
This Agreement shall be binding on the Parties hereto, their Executors, Administrators, Successors, and Assigns for the period of July 1, 2009 through June 30, 2012. If any provision or any application of the Agreement to any Employee or group of Employees shall be found contrary to law by a court of competent jurisdiction or by a registered opinion of the Michigan Attorney General, then that portion of the Contract will be opened for immediate negotiation so as to conform with law, but all other provisions or applications shall continue in full force and effect.

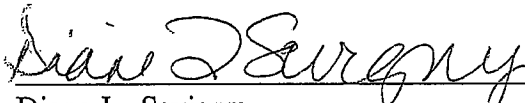
It is further agreed that the Board will pay all benefits incorporated within this Agreement subject, however, to applicable federal law, or rules, regulations or orders under such law.

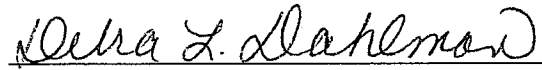
IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year first written above.

BOARD OF EDUCATION, REDFORD  
UNION SCHOOLS, DISTRICT NO. 1

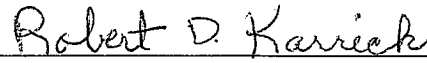
  
\_\_\_\_\_  
Donna L. Rhodes  
Superintendent of Schools


  
\_\_\_\_\_  
Susan K. Featheringill  
Assistant Superintendent of Business Services


  
\_\_\_\_\_  
Diane L. Seigny  
Director of Auxiliary Services

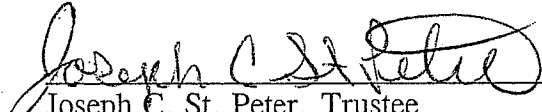
  
\_\_\_\_\_  
Debra L. Dahlman  
Human Resources Coordinator


REDFORD UNION CUSTODIANS  
AND BUS DRIVERS ASSOCIATION


  
\_\_\_\_\_  
Robert D. Karrick, President

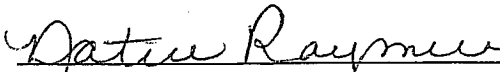
  
\_\_\_\_\_  
Robert N. Gafford, Secretary

  
\_\_\_\_\_  
Michael D. Chubb, Trustee

  
\_\_\_\_\_  
Joseph C. St. Peter, Trustee

  
\_\_\_\_\_  
Richard W. Backus, Trustee

  
\_\_\_\_\_  
James A. Ciaramitaro, Trustee

  
\_\_\_\_\_  
Natice L. Raymer, Treasurer

Dated: 6-8-09

Dated: 6-8-09