

**Bloomfield Hills Schools**

**Scholarship · Opportunity · Integrity**

# **AFSCME CONTRACT**

**January 1, 2009  
through  
December 31, 2013**

**Comprehensive education at its finest.**

## **Bloomfield Hills Schools Mission Statement and Core Values**

The mission of Bloomfield Hills Schools is to enable learners to become architects of their futures, building on a foundation of scholarship, citizenship, service, and integrity.

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### **Students**

#### **Safe Learning Environment**

We will provide all learners with an environment that is physically, emotionally, and intellectually safe, and that encourages inquiry and self-expression.

#### **Choices**

We will offer learning choices that develop each student's intellectual, emotional, social, creative, aesthetic, and physical dimensions.

#### **Purpose and Meaning**

We will provoke self-reflection so that students may find meaning and purpose in life.

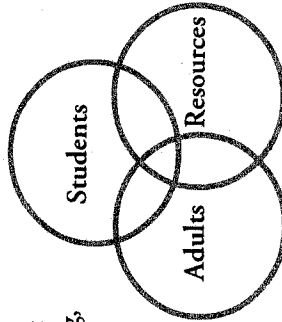
### **Adults**

#### **Passion for Learning**

We embrace an attitude, willingly expressed, that relishes wonder, craves knowledge, seeks meaning, loves challenge, and pursues innovation.

#### **Responsibility**

We will engage in continuous growth and improvement, make decisions that enhance student learning, and provide opportunities for the community to learn with us.



### **Resources**

#### **Mission-Centered Use of Financial Resources**

We will direct our resources toward our mission in ways that balance our core values and our priority commitment to our students.

#### **Securing the Future**

We will secure our financial base by developing partnerships to enhance human and material resources.

**TABLE OF CONTENTS**

ARTICLE 1 - AGREEMENT ..... 1

ARTICLE 2 - RECOGNITION ..... 1

ARTICLE 3 - REPRESENTATION..... 1

ARTICLE 4 - UNION SECURITY & DUES CHECK-OFF..... 2

    Union Security ..... 2

    Dues Deduction..... 3

ARTICLE 5 - RESERVATION OF RIGHTS ..... 3

ARTICLE 6 - SENIORITY..... 4

    Seniority Lists ..... 4

    Probationary Period..... 5

    Loss of Seniority ..... 5

    Employment Status ..... 6

    Posting and Bidding..... 6

    Filling Vacancies..... 7

    Thirty Day Trial Period For Promotion ..... 10

    Trial Period Rate ..... 10

    Successful Bidder..... 10

    Bus Driving Summer Jobs ..... 10

    Preferential Seniority To Union Officials ..... 10

    Layoff..... 10

    Recall ..... 11

    Bumping..... 12

    Bus Aides ..... 13

ARTICLE 7 - NON-SENIORITY STAFF..... 13

    Temporary Staff ..... 13

    Substitute Staff..... 14

    Contracting with Third Parties Under Public Act 112 of 1994 ..... 14

ARTICLE 8 - GRIEVANCE ..... 15

ARTICLE 9 - DISCIPLINARY ACTION ..... 17

    Types of Discipline ..... 17

    Appeal of Discipline ..... 18

    Personnel File Content..... 18

ARTICLE 10 - SPECIAL CONFERENCES .....	18
ARTICLE 11 - WORKING HOURS.....	19
Operating/Custodial, Maintenance and Grounds .....	19
Transportation .....	20
Length of Day .....	20
Special Education Drivers.....	21
Co-curricular Drivers .....	22
Driver Preparation.....	22
Run Assignment.....	23
Posting of Bus Runs That Occur During the School Year .....	23
Dinner Reimbursement - Charter Runs.....	24
Garage Schedule .....	24
Compensation for Driver Certification Testing .....	24
Time for Vehicle Check and Gassing .....	24
Bus Aides Work Schedule .....	25
Food Service .....	25
Work Schedule.....	25
Staffing.....	25
Lunchroom Custodial Aide.....	26
Work Schedule.....	26
Staffing.....	26
Grounds.....	27
Move-Up Rate of Pay .....	28
Break Time.....	28
Work Week .....	28
ARTICLE 12 - OVERTIME.....	28
Distribution of Overtime.....	29
Food Service .....	31
Transportation .....	31
Chargeable Overtime .....	33
Non-Chargeable Overtime .....	34
Overtime Qualifications.....	35
Minimum Pay for Reporting as Scheduled.....	35
Call-In Time.....	35
Overtime/Extra Time List(s).....	35
ARTICLE 13 - GENERAL PROVISIONS.....	36
Class Reimbursement.....	36
Facilities and Site Care .....	37
Tools and Replacements .....	37
Mileage for Personal Cars and Trucks.....	37
Uniforms .....	37

Pool Certification Required for General Maintenance & Weekend Custodians .....	37
Bulletin Boards .....	38
Transportation Department .....	38
Commercial Driver License .....	38
Contracts .....	38
ARTICLE 14 - LEAVES OF ABSENCE (non-compensable) .....	38
Family Medical Leave Act .....	38
Basic Leave Entitlement .....	38
Child Care Leave .....	39
Military Leave .....	39
Personal Leave .....	40
Leaves for Union Business .....	40
Return from Leave .....	40
ARTICLE 15 - COMPENSABLE LEAVE DAYS .....	41
Definition .....	41
Accumulation .....	41
Use of Leave Days .....	41
Personal Illness .....	42
Family Illness .....	42
Bereavement .....	42
Religious Holidays .....	42
Inclement Weather .....	42
Personal Leave .....	42
Worker's Compensation Supplement .....	43
Leave Day Deduction .....	43
Proof of Illness .....	43
Jury Duty .....	43
Maternity Leave .....	44
Scheduling of Elective Medical Procedures .....	44
ARTICLE 16 - HOLIDAYS .....	44
ARTICLE 17 - VACATIONS .....	45
Vacation is Earned from July 1 through June 30 .....	45
Vacation Earning Schedule	
Regular Full Time Twelve-Month Employee .....	46
Regular Ten & Eleven-Month Employee .....	46
Bus Aides .....	47
Scheduling of Vacations .....	47
Proration of Vacation Days .....	47
Basis for Determining Vacation Pay .....	47

ARTICLE 18 - INSURANCE BENEFITS .....	48
Benefit Eligibility .....	48
Double Coverage .....	48
Cafeteria Benefit Plan - <i>Educated Choices</i> .....	49
Medical/Hospitalization Insurance .....	49
PPO Coverage.....	50
Contribution .....	50
Short-Term Disability .....	51
Dental.....	51
Vision.....	51
Long-Term Disability.....	51
Flexible Spending Account - <i>Educated Choices</i> .....	52
Workers Disability Compensation .....	53
Separation from Employment .....	53
Carrier Selection .....	53
 ARTICLE 19 - HEALTH.....	 54
TB Tests.....	54
Health Examination .....	54
Challenge of Physical Examination .....	54
Annual CPR Requirement for Bus Aides .....	55
Compliance with Asbestos and Hazardous Materials Legislation.....	55
 ARTICLE 20 - SEVERANCE .....	 55
 ARTICLE 21 - RATES FOR NEW JOBS.....	 56
 ARTICLE 22 - NO STRIKE/NO LOCKOUT .....	 56
 ARTICLE 23 - CONFORMITY TO LAW .....	 56
 ARTICLE 24 - SHIFT PREMIUM.....	 57
 ARTICLE 25 - CROSSING GUARD DUTY .....	 57
 ARTICLE 26 - SALARY SCHEDULES.....	 58
 ARTICLE 27 - GUARANTEE OF RIGHTS.....	 62
 ARTICLE 28 - DURATION OF AGREEMENT .....	 62

**ARTICLE 1 - AGREEMENT**

This Agreement entered into this 26<sup>th</sup> day of March 2009 and effective January 1, 2009 between the Board of Education of the Bloomfield Hills School District, Oakland County, Michigan, hereinafter referred to as the "Employer" or as the "Board," and Michigan State Council #25, American Federation of State, County and Municipal Employees, AFL-CIO and its Local Union #1628, hereinafter referred to as the "Union."

**ARTICLE 2 - RECOGNITION**

In accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School Board recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment for the term of this Agreement of all staff of the School District included in the Bargaining Unit described below:

all custodial, maintenance, food service, grounds, transportation staff, bus aides (excluding Wing Lake bus aides) and lunch room custodial aides, part-time weekend custodians (as provided in Article 11(A)(3) of the contract) excluding supervisors and all other staff.

**ARTICLE 3 - REPRESENTATION**

**A. Current List of Officers, Representatives and Stewards to be Provided to Employer**

The Union will furnish the Employer with a list of the names of its officers, staff representative and stewards and will keep the list current as to any changes that may occur.

**B. Steward Representation**

Employees in the bargaining unit will be represented by stewards, selected as the Union may determine, as follows:

- One chief steward
- One steward for Transportation (mechanics, drivers and bus aides)
- One steward for Food Service
- One steward for Custodial, Maintenance, Grounds, and Lunchroom Custodial Aides

**C. Alternate Steward**

An alternate steward may be designated, but shall function only in the absence of the regular steward.

**D. Qualifications for Union Officials and Stewards**

To qualify as an official or for a stewardship in the Union, the employee must have completed the probationary period.

**E. Union Grievance Committee**

The Employer recognizes a Union Grievance Committee, which shall be composed of the Chief Steward and the three (3) department stewards. The function of the Grievance Committee shall be to advise staff, to review all grievances filed and determine if they should be processed through the grievance procedure, and to participate in the grievance procedure meetings as necessary and as arranged with the Employer. However, the department stewards only have the right to process a grievance through Step One of the grievance procedure. For all succeeding steps of the grievance procedure, as set forth in Article 8, the Chief Steward shall be in charge of processing the grievance.

**ARTICLE 4 - UNION SECURITY & DUES CHECK-OFF**

**A. Union Security**

1. All current employees covered by the Agreement and all new employees hired, rehired, or transferred into the bargaining unit, on or after their 60<sup>th</sup> day of employment, shall be given the opportunity to voluntarily elect whether to join the Union or to refrain from joining.

As a condition of continued employment, all employees shall either become a member of the Union and pay dues, or shall pay an amount equal to the Union's initiation fee and a monthly service fee. The initiation fee and monthly service fee are equal to the regular monthly membership dues of the Union and is related to the Union's core representational activities. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required to represent all employees included within the Collective Bargaining Union without regard to whether or not the employee is a member of the Union.

2. Employees hired, rehired, or reinstated in the unit shall, within five (5) days after the sixtieth (60<sup>th</sup>) working day following their employment or reinstatement in the unit, as a condition of continued employment, tender the initiation fee and periodic monthly dues or tender the monthly service charge for the duration of this Agreement.
3. The Board shall not be liable for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by the individuals as authorized in writing. Further, Local 1628 shall protect, indemnify and save the Board harmless against any and all claims, demands, costs, suits and any other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board for the purpose of complying with this Article.



## **B. Dues Deduction**

The employer agrees to deduct the Union membership dues, or the service charge each month, from the pay of those individuals who request, in writing, that such deductions be made. Dues will be deducted from the second pay of each month. The treasurer will notify the payroll department no later than January 1<sup>st</sup> of each year of the monthly dues amount for each employee. Those individuals not authorizing a payroll deduction must remit such dues or service charge directly to the Union.

For those employees who are scheduled to work less than 12 months, the treasurer will notify the Payroll Department, no later than July 10<sup>th</sup> of each year, who should not have dues deductions during the months of July or August. The treasurer will notify the Payroll department, no later than August 30<sup>th</sup> of each year, of any staff member who should have their deduction amount changed due to Transportation run pick, changes in standard work hours or annual days.

The Payroll Department will provide the treasurer reports that include: name, position and standard hours on or before the following dates: December 15<sup>th</sup>, June 30<sup>th</sup> and August 20<sup>th</sup>.

## **ARTICLE 5 - RESERVATION OF RIGHTS**

### **A. Retention and Reservation of Rights**

The Board of Education, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and Laws of the State of Michigan, including, but without limiting the generality of the foregoing, the rights:

1. To the executive management and administrative control of the School system and its properties and facilities, and the activities of its staff.
2. To hire all staff and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or for dismissal or demotion; and to promote and transfer all such individuals.
3. To determine the hours of employment and the duties, responsibilities and assignment of staff with respect thereto, and the terms and conditions of employment.

### **B. Exercise of Rights**

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and Laws of the State of Michigan.

## **ARTICLE 6 - SENIORITY**

### **A. Seniority Shall be by Department**

Seniority of all individuals shall commence with the date of the latest hire by the Bloomfield Hills School District. Seniority shall be by department: (1) Custodial, (2) Maintenance, (3) Transportation, (4) Grounds, (5) Food Service, (6) Transportation Mechanical, and (7) Lunchroom Custodial Aide (8) Bus Aides, and (9) part-time weekend Custodians (as provided in Article 11(A)(3)).

#### **1. Temporary Move Up**

Temporary move up to garage service position may be staffed by bus drivers on the extra time list; and for custodial services by custodial staff.

#### **2. Departmental Seniority Frozen Upon Transfer**

Effective January 1, 1982, employees who transfer from one department to another department shall have their seniority frozen at the amount earned as of the last day worked in the department from which the employee transferred.

#### **3. Departmental Seniority Begins Accruing on First Day Worked in Department**

Employees who transfer between departments shall begin accumulating seniority in the department to which they are transferring, from the first day worked in that department. (There is no seniority in a specific building).

#### **4. Total Length of Service Determines Salary and Fringe Benefits**

Total length of service in the District will be used for determining salary placement and fringe benefits for those eligible.

#### **5. Seniority May Only Be Maintained in Two Departments**

No employee shall maintain seniority in more than two (2) departments at the same time.

#### **6. Determining Seniority in Event of Tie**

When more than one (1) employee is hired on the same date, seniority will be determined by alphabetical sequence using the last name, at the date of hire, first name and middle name in that order.

### **B. Seniority Lists**

1. The seniority list for each department will show the names, date of hire, departmental seniority, and job title of all staff of the department entitled to seniority.

2. The Employer will keep the seniority lists up to date by providing each building and the Union with a current copy each November and May.

3. The Board will provide the treasurer with the names of new hires upon completion of the probationary period.

### **C. Probationary Period**

1. **The First 180 Full Work Days Are Probationary**

The first one hundred eighty (180) full work days of employment shall be probationary. During the first sixty (60) full work days of employment, the employee shall have no seniority, leave days or other benefits. If the employee is absent, the probationary period is extended by the number of days absent. The employer has the right to discharge and discipline probationary staff and this action is not subject to the grievance process.

2. **Leave Days and Other Benefits Begin After Sixty Full Work Days**

Leave days will be available upon the satisfactory completion of sixty (60) full work days and may be used as provided in Article 15. Life insurance and short term disability and eligibility for holiday pay will also commence for eligible employees upon the satisfactory completion of the sixty full work days as provided in Article 18. Health, dental, vision, and long term disability (LTD) will be effective for eligible employees on the first day of the month after satisfactory completion of the sixty (60) full work days as provided in Article 18. Employees will be eligible for the assignment of overtime upon the completion of 60 full work days as provided in Article 12 (Overtime).

3. **Seniority Status**

If the employee is continued in employment beyond the one hundred eighty (180) working day probationary period, the employee shall acquire the status of regular staff and seniority shall be established from the first probationary day worked. The employee shall be credited with earned leave days from the first probationary day worked.

4. **Union Representation**

The Union shall represent probationary staff for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. The Board shall be the sole judge of the qualifications of probationary staff for continued employment.

### **D. Loss of Seniority**

An employee shall lose seniority and be terminated if:

1. The employee quits or is discharged and the discharge is not reversed.
2. The employee fails to report for work within ten (10) working days from the date of mailing of notice for recall and fails to present a satisfactory reason to the Board.
3. The employee is laid off for a period exceeding two years.

4. The employee fails to return to work upon the expiration of a leave of absence and fails to present a satisfactory reason to the Board.
5. The employee is absent for three (3) consecutive working days without notice or approval.
6. The employee fails to return to work within two (2) years after commencing a medical leave or workers compensation leave as provided in Article 18(C)(6)&(7).
7. Dual seniority employees laid off from Food Services or lunchroom custodial aide will retain their seniority unless they resign their position in the department or refuse recall.

**E. Employment Status**

**1. Transfer or Promotion to a Position Out of the Bargaining Unit**

An employee who transfers or is promoted to a position under the employer not included in the AFSCME bargaining unit shall have accumulated seniority frozen as of the day the employee leaves the bargaining unit.

**2. Return to Bargaining Unit**

If the employee returns to the bargaining unit, reinstatement will be in the same job classification with the group classification held prior to leaving the bargaining unit, provided the employee has the seniority to hold the job and there is a vacancy. The employee may also assume the first position available in a lower classification, provided seniority allows. The time spent out of the bargaining unit will not be counted toward seniority within the unit.

**3. Calculation of Salary, Vacation and Longevity Upon Return to Unit**

Employees who leave the bargaining unit but still remain employed by the Board of Education and who re-enter the bargaining unit shall have total years of service with the Board of Education counted as the basis in determining salary placement, vacation and longevity.

**F. Posting and Bidding**

**1. Vacancies Posted for Five Days**

Vacancies will be posted for a period of five (5) working days in all departments, during which time employees who desire the position may apply by bid (except as defined in Article 11(B)(6) - Posting of Bus Driver Vacancies That Occur During the School Year.) Each posting will state the position, classification, department, location and number of hours to be worked, where to obtain bid forms and where to send bids.

**2. Positions Posted After Six Months**

The positions of employees who are absent from work for a period of six (6) months or more will be posted for bidding. If the employee returns to work within the six (6) month period, but does not work a minimum of ten (10) work days for reasons related to the same injury or illness, the six (6) month period will continue to run.

If circumstances indicate that an employee will not return to work in six (6) months, on a case-by-case basis, the Union and the Board may mutually agree to post the position before the six (6) month period is completed.

**G. Filling Vacancies**

**1. Promotion, Demotion or Transfer**

Promotion, demotion, or transfer to any position included in the bargaining unit shall be accorded to the qualified bidder with a satisfactory work record in that department. The employee must be able to work and perform the essential functions of the job on the start date scheduled by the District. If the position is filled by a current bargaining unit member, if possible, positions will be filled within twenty (20) work days of end of posting period – unless a date is specified in job posting.

Qualifications include:

- (1) ability to perform the job according to the job description and/or posting,
- (2) the needs of the receiving building or department, and
- (3) satisfactory attendance record (including punctuality),
- (4) for promotions and transfers to another department:
  - (a) may be required to establish his/her ability to meet the job requirements through a physical exam (paid by the Board) and successfully completing any qualification testing requirements stated in the job posting and;
  - (b) meeting the posted qualifications and educational requirements before the end of the job posting period.

(5) Seniority:

**Award of Promotion, Demotion or Transfer**

The school district will consider the above qualifications when determining promotions, demotions or transfers. However, notwithstanding this section, the school district's decision shall be final regarding assignments and not subject to the grievance procedure.

The Board will consult with the Union when establishing new qualification testing requirements.

2. **If Bid Not Received from Within the Department**

If bids are not received from employees within the department and a qualified staff member is not available for the position, the vacancy shall be awarded to the qualified bidder who has the longest length of service within the bargaining unit.

3. **Reassignment by Mutual Agreement**

An employee not eligible for transfer or demotion, may be reassigned by mutual agreement of the parties to a position for which there are no other qualified bidders. No employee will be moved by mutual agreement if there is a qualified bidder with greater departmental seniority. Transfer by mutual agreement of the parties is not subject to the grievance procedure by any member of the bargaining unit or the Union.

4. **Involuntary Reassignment**

An employee may be involuntarily reassigned at the discretion of administration. If the individual objects to the involuntary reassignment, he/she may request a review by the union president, vice president, or chief steward and the Assistant Superintendent for Human Resources and Labor Relations.

5. **Transfer to Another Department**

Employees desiring a transfer from one department to another shall have a satisfactory work record, meet the qualifications of (G)(1) above and have a minimum of two (2) years current service to the District. The two years of current service may be waived by Administration after consultation with the Union. At the time of bidding, such applicants shall have the required skills and successfully demonstrate knowledge of the work of the position for which application is made. The departments are custodial, maintenance, grounds, food service, transportation, lunch room custodial aide, and bus aide.

6. **Trial Period**

If the employee is awarded the department transfer, said staff member shall have a thirty (30) working day trial period to demonstrate the ability to satisfactorily perform the duties of the job. During the trial period, the employee may not bid on another position. Frozen seniority will be available to the employee at the completion of the trial period.

If the employee declines the department transfer, or is deemed unsatisfactory, said staff member will be restored to the former position, school or bus run.

7. **No More Than Three Employees May Transfer Into a Department from Outside a Department (Except Food Service)**

There will be no more than three (3) AFSCME employees transferred into a department from outside said department during a calendar year except for the food service department. If a ten (10) month employee is selected for transfer to another department, the assignment will not be initiated until a satisfactory replacement is secured or on the sixteenth (16) working day, whichever comes first.

8. **Staffing Food Service Positions from Outside Department**

Staffing of food service positions from outside the department will be on an alternating basis starting with a transportation staff member or bus aide first, followed by a non-bargaining unit member next, each calendar year. Should the first position posting be unbid by a bargaining unit member, the position may be staffed from outside the unit with the next position going to a transportation staff member or bus aide.

Transportation employees shall be given preference by seniority for a food service position over employees who have not worked as a substitute in food service for at least 30 working days prior to the job posting. Further, the Employer is not required to place more than one person per middle school and three persons per senior high, from the Transportation Department, in the Food Service Department.

9. **Employees may not use seniority in two departments to work more than eight scheduled hours per day.**

No employee shall exercise seniority in two departments concurrently to work more than eight (8) regular scheduled hours per day.

10. **Bidding on Multiple Positions**

If more than one position is posted at the same time, an employee may bid on more than one position, showing a preference for the posted openings.

11. **Posting of Vacancies Created by Promotion or Transfer**

Vacancies created by promotion and department transfer will be posted immediately upon successful completion of the trial period.

12. **Transfer or demotions may occur only two times per year.**

A change in position through transfer or demotion shall not occur more than twice per calendar year.

13. **Filling of Posted Positions**

Except for unusual circumstances, posted positions will be filled within ten (10) working days after the end of the posting period.

14. **Employees on Leaves of Absence Exceeding Fifteen Days May Not Bid on Vacant Positions.**

Employees on leaves of absence (e.g. non-compensable leaves, short term disability, or workers compensation leaves) that exceed fifteen days, may not bid on vacant positions unless they can perform the essential functions of the position on the posted starting date of the position.

## **H. Thirty Day Trial Period For Promotion**

An employee who is awarded a promotion within the department will be given up to a thirty (30) working day trial period in which to demonstrate the ability to satisfactorily perform the duties of the job. If the employee declines the promotion, or is deemed unsatisfactory, the employee will be restored to the former position, school, or bus run. During the trial period, the employee may bid on another position.

## **I. Trial Period Rate**

During the trial period, the employee will receive the rate of pay for the job being performed.

## **J. Successful Bidder**

Should the qualified bidder refuse the position, or not complete the trial period, the next qualified bidder from the posting will be considered for the vacancy. If the transfer is a "promotion", the bidder will not be compensated at the higher rate of pay until he/she actually begins working in the new position. If the bidder does not assume the position within thirty (30) days after it is awarded, the position will be awarded to the next qualified bidder.

## **K. Bus Driving Summer Jobs**

All drivers wanting summer work will sign up on the summer driving list. The available runs will be filled on a seniority basis from the drivers who signed up on the summer driving list. The driver must be able to assume the position on the scheduled start date. The list will be available five (5) working days prior to the end of the school year, or as soon as possible if all the available jobs are not known by that date. It is understood that summer bus drivers only get paid for the hours worked, do not accumulate leave or vacation days during summer work, and are ineligible for short term disability or to use accumulated leave or vacation days for absences during summer work.

## **L. Preferential Seniority to Union Officials**

Seniority of Union officials: notwithstanding their position on the seniority lists, Local President, Chief Steward and the Department Steward(s) shall have the highest seniority within their departments in case of layoff. Retention in case of layoff will be premised on the ability to do the work with no trial period.

## **M. Layoff**

### **1. Probationary Employees Laid Off First**

In the event that it becomes necessary to reduce the number of employees through layoff from employment, probationary staff in the affected positions and departments will be laid off first.



2. **Employees in Affected Positions and Departments Removed Next**  
In the event layoff of regular seniority staff becomes necessary, those employees in the affected positions and departments shall be removed first; except food service where dual seniority employees will be removed first in seniority order.
3. **Exercise of Departmental Seniority**  
Any employee so removed may exercise department seniority to remove the least senior staff member in the same or lower classification, provided the employee who has the seniority, can satisfactorily meet the standards and is capable of performing the work without a trial period.
4. **Use of Frozen Seniority**  
If an employee is unable to remove any staff member within a department, and the employee has frozen seniority in another department, the employee shall use only the frozen seniority to remove any least senior staff in the same or lower classification in the department to which the employee is returning.
5. **Unplaced - Least Seniority Staff**  
The least seniority staff who remain unplaced after the reduction in force has been finalized and bumping completed, will be laid off.
6. **Ten Day Notice of Layoff**  
Employees to be laid off for an indefinite period of time will be given at least ten (10) working days notice of layoff. Copies of layoff notices will be sent to the Local president on the same date the notices are issued to affected employees.

**N. Recall (for all employees except bus aides)**

1. **Recall in Reverse Departmental Order**  
Recalls in any department will be in reverse order, that is, a senior laid off employee will be given priority of work over a junior laid off employee, provided the employee is capable of performing the work. All staff having seniority in the department will be recalled before any new staff is hired or any former probationary staff are rehired. Each employee is responsible for keeping the employer advised in writing of any change of address and will not be excused for failure to advise the employer, in writing, of change of address.
2. **Notice of Recall**  
Notice of recall shall be sent to the employee at the last known address, as shown on the employer's records, by registered or certified mail. If an employee fails to report to work within ten (10) working days from date of mailing of notice of recall, the employee shall be considered as having quit.

**O. Bumping (for all employees except bus aides)**

**1. The Bumping Process**

Any employee may bump (take the job of) the least senior employee holding the same job title. In the event there is no less senior employee or same job title, the employee may displace the least senior employee in the same pay grade. If there is no least senior employee, that employee may bump the least senior person in any lower classification with shift preference. Employees who bump into the same pay grade or lower classification must be able to perform the work satisfactorily without a trial period.

**(a) Bus Drivers and Food Service Employees**

Bus drivers and Food Service employees will follow the procedure in this article but may displace the least senior in their classification or any lower classification with equal hours or lower, as close as possible if equal hours are not available.

**2. When Bumping May Be Initiated**

Bumping may be initiated when the employee finds that one of the following circumstances occur:

- a. The Employer abolished the position.
- b. The employee is bumped by a higher seniority staff member.
- c. The Employer changes the job description and the rate of pay.
- d. The Employer reduces the hours of work by more than one-half of one hour of those employees working 6 hours or more per day.
- e. The employee returns after a leave of over six (6) months and finds their job assigned to another employee.

**3. Individual Bumps**

The employee must bump within 24 hours of knowledge of the displacement. This time limit does not include Saturday, Sunday, or holidays. Upon failure to exercise the bump granted by conditions numbered a, b, and e, above, the employer may place the employee. Upon failure to bump, granted by conditions c and d, the employee shall remain on the same job and lose the bumping right.

**4. Multiple Bumps**

In the event of multiple bumps, such bumps will be made simultaneously at one meeting. All employees will be given ten working days written notice which will include the date, time and location of said meeting. The employee must be present or may elect to have a Union officer represent them in the case of sickness or vacation. In the case of multiple bumps, the employee or their representative must make their bump at the time of the meeting and the bump will be final. If the employee fails to attend or

send a representative to the meeting, the union and employer shall mutually agree to place the employee. Any employee who fails to attend or send a representative to the meeting is not entitled to grieve the outcome of the bumping process.

**5. Bus Drivers Returning from Leave After Run-Pick**

Bus drivers returning from medical leave after run-pick will return as a relief driver. If seniority permits, the returning employee may bump the least senior mid-day driver, with comparable hours held at the time the leave began.

**6. Return from Leave of Absence of Less Than Six Months**

Employees returning from a leave of absence, except as defined above in Section O-5, of less than six months during a school year shall be returned to their former position.

**P. Bus Aides:**

**Status of Employment**

Bus aides are "as needed" employees. The Transportation Department, after consulting with the Director of Special Education, will determine whether the service of a bus aide is needed.

**Layoff and Recall**

The Board reserves unto itself all management rights to determine the conditions under which bus aides will be laid off and recalled. When exercising this authority, however, the Board shall consider such factors as the qualifications required for the existing or remaining positions as it determines, the needs of the students and building, and the experience and seniority of the bus aides.

**Notice of Recall**

Notice of recall shall be sent to the employee at the last known address, as shown on the employer's records, by registered or certified mail. If an employee fails to report to work within ten (10) working days from the date of mailing of notice of recall, the employee shall be considered as having quit.

**ARTICLE 7 - NON-SENIORITY STAFF**

**A. Temporary Staff**

Temporary staff (those hired for a period of 90 working days, or less) are not part of the bargaining unit and are not covered by the provisions of this Agreement. Any employee hired on a temporary basis to work during recess periods, such as winter, spring and summer, will be employed to supplement the regular work force. Employment for the above recess periods will occur between the dates, as listed:

Spring: week before and week after the spring break  
Summer: May 1st to September 30th  
Winter: week before and week after the winter break

## **B. Substitute Staff**

Substitute staff are not part of the bargaining unit and are not covered by the provisions of this Agreement, and will be those people hired only to replace regular staff. Substitutes will not be used to supplement the regular work force, but only to replace regular staff who are not working and who are expected to return to work at a later date. In no circumstance shall such replacement by a substitute exceed six (6) months in duration for a given position. Upon the six-month period being completed, the position staffed by a substitute will be posted for bidding.

Substitute staff may be used to replace regular staff who are released to attend activities such as in-service, seminars or workshops.

## **C. Contracting With Third Parties Under Public Act 112 of 1994**

Section 15(3)(f) of the Public Employees Relations Act, as amended by Public Act 112 of 1994 (MCL 423.215), provides that collective bargaining between a public school employer and a bargaining representative of its employees shall not include any of the following subjects: the decision of whether or not to contract with a third party for one or more non-instructional support services; or the procedures for obtaining the contract; or the identity of the third party; or the impact of the contract on the individual employees or the bargaining unit. Section 15(4) provides that the matters described in subsection (3) are prohibited subjects of bargaining between a public school employer and a bargaining representative of its employees, and for the purposes of this act, are within the sole authority of the public school employer to decide.

### **1. Position of the Board**

It is the position of the Board that the provisions in Article 7 with respect to the use of temporary and permanent staff are an illegal subject of bargaining under P.A. 112 of 1994 and are unenforceable insofar as they place any limitation on hiring or retention of non-instructional staff. As unenforceable provisions, they should be removed from the contract.

### **2. Position of the Union**

It is the position of the Union that Public Act 112 of 1994 does not apply to the provisions in Article 7 concerning the use of substitute and temporary staff, and therefore, the provisions should not be removed from the contract.

## **ARTICLE 8 - GRIEVANCE**

### **A. Procedure**

Any complaint by an employee concerning the application, meaning, interpretation or alleged violations of this Agreement, or concerning any disciplinary action, shall be processed as follows:

No grievance shall be processed unless it is presented within five (5) working days of its occurrence, or knowledge of its occurrence. The time limits set forth in Steps One through Four may be extended for good cause shown, or mutual consent of the parties.

#### **1. Step One - Meeting with Department Manager**

An employee who believes they have been unjustly dealt with or that any provision of this Agreement has not been properly applied or interpreted may discuss the complaint with the department manager with or without the assistance of the steward, at the option of the employee. Any adjustment made must be consistent with the provisions of the contract. The parties shall make every effort to reach a satisfactory settlement. The employee may discuss the complaint with the Union steward before discussion with the department manager. The meeting will be held between the grievant and the department manager, with optional attendance by one additional member from the Board and Union, upon mutual agreement. The department manager shall render an oral decision at the conclusion of the meeting or within five (5) working days of the meeting.

#### **2. Step Two - Written Grievance By Union and Response By Department Manager**

If the matter is not satisfactorily settled, the Chief Steward must submit a written grievance to the department manager within five (5) working days of the Step One response. The written grievance shall state the nature of the grievance, the date of the matter complained of and the identity of the employee(s) involved. Within five (5) working days of the Step Two appeal, the department manager must render a written decision to the Chief Steward and the grievant.

#### **3. Step Three - Grievance Processed By the Human Resources Department**

If the department manager's decision is not acceptable to the Union, the Chief Steward will refer the grievance to the Union, which may process the grievance to Human Resources within five (5) working days of the response at Step Two. A meeting between at least two (2), and not more than four (4), representatives of the Union and representatives of the Board shall take place within five (5) working days. The aggrieved employee must be available to testify, if requested by either party.

Human Resources shall have five (5) working days from the date of the meeting to render a written decision on the grievance, to the president, Chief Steward, or the grievant.

#### **4. Step Four - Arbitration**

##### **a. Referral to Arbitration**

The Union may refer the matter to arbitration, provided that notice (Voluntary Demand for Arbitration) to refer the matter is received in the American Arbitration Association office within thirty (30) calendar days from the date of the written decision at Step Three. Upon mutual agreement, a third-party arbitrator may be selected who will schedule a hearing and render a decision within the confines of the arbitration language of this Master Agreement.

##### **b. If Parties Unable to Agree on Arbitrator**

If the parties are unable to agree on a third-party arbitrator, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the Rules of the American Arbitration Association.

##### **c. Arbitrator to Render Decision Within Thirty Days From the Close of Hearing**

The arbitrator shall hear the grievance in dispute and shall render a written decision within thirty (30) calendar days from the close of the hearing. The arbitrator's decision shall set forth the findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Employer, the Union, and the employee(s) involved.

##### **d. Authority of Arbitrator**

The arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the application or interpretation of such expressed provisions. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of Michigan School Laws.

##### **e. Fees and Expenses**

The arbitrator's fees and expenses shall be shared equally by the parties. The expenses and compensation for attendance of any staff member, witness, or participant in the arbitration shall be paid by the party calling such individual, witness, or requesting such participant.

#### **B. Grievance Conditions**

##### **1. Earnest Effort to Settle Grievances**

An earnest effort shall be made by both sides to settle any grievance at Step One, and, if necessary, at each subsequent step.

2. **Investigation of Grievance**

Before commencing the investigation of any grievance (that requires action during working hours), the steward shall get the permission of the supervisor. The investigation, presentations, or consultation on grievances should be carried on outside working hours whenever possible. If a steward must use working time to investigate a grievance, it shall be done as expeditiously and with as little interruption of work as possible. The appropriate Union representatives may be allowed time off the job without loss of time or pay, with the approval of the department manager, to meet, or the meeting will be scheduled at a non-work time.

3. **Expedited Grievance**

Upon mutual agreement of both Union and Board, a grievance may be expedited and moved to a higher level for hearing.

**ARTICLE 9 - DISCIPLINARY ACTION**

All discipline shall be handled in a discreet manner. The parties recognize and agree to the principle of progressive discipline. The parties also agree that this article is not applicable to an employee during the probationary period.

**A. Types of Discipline**

1. **Written Reprimand**

The Employer may issue a written reprimand. The Board shall provide a copy of the reprimand to the employee, Chief Steward, and Department Steward.

2. **Disciplinary Layoff (suspension with or without pay)**

The Employer may issue a disciplinary layoff. (A disciplinary layoff may also be called a suspension with or without pay.) The Board shall provide a written explanation of the disciplinary action, containing the reason and the discipline, to the employee, Chief Steward, and Department Steward. This confirmation of action shall be provided within three working days of the incident.

3. **Immediate Suspension**

The Employer may issue an immediate suspension to an employee, with a notice to the employee and the Chief Steward that a hearing is to take place to review the situation and determine what disciplinary action, if any, should be taken. The immediate suspension will be implemented only if the Employer feels that the employee must be removed from District property. The hearing shall take place as soon as the Employer, staff member, and Union representative(s) can be present, but in no case later than three working days after the incident.

The Employer shall provide a written reason for the suspension to the Chief Steward and the employee as soon as possible, but in no case later than the close of the next business day, or thirty minutes prior to the hearing, whichever comes first.

**4. Decision on Disciplinary Action**

The Employer shall provide a written decision as to the disciplinary action, if any, up to and including discharge, within three working days of the hearing.

**B. Appeal of Discipline**

The appropriate steward shall receive prompt oral notification of disciplinary layoff or suspension. The disciplined staff member shall be allowed to discuss the discipline with the appropriate steward.

Should the disciplined employee, or the Chief Steward, consider the discipline to be improper, a written grievance shall be presented through the Chief Steward, to the Board within five (5) regularly-scheduled working days after the written decision. Disciplinary layoff or discharge shall be referred to the third step of the grievance procedure; written reprimands to the first step.

**C. Personnel File Content**

Should a disciplinary action be reversed through the grievance procedure, the employee's file will be purged of information concerning the alleged incident.

An employee may make a written request to the Assistant Superintendent for Human Resources and Labor Relations to have the file purged of detrimental statements.

**ARTICLE 10 - SPECIAL CONFERENCES**

**A. Special Conferences are Established**

"Special conferences," are established for the purpose of improving relationships. The special conferences are not to be construed or utilized as a grievance or "gripe" session. The special conferences are to be utilized solely as a constructive basis for important matters, and are not to be considered as negotiations.

**B. Arrangements for Special Conferences**

Special conferences will be arranged between the local Union President and the Employer by mutual consent of the parties. Such conferences shall be between two or three representatives of the Employer and two or three representatives of the Union (a Council representative may be present at such conference). Arrangements for the conference shall be made in advance, and a written agenda of the matters to be discussed shall be presented at the time the conference is requested. The names of the persons to be present shall be submitted prior to the conference. Matters discussed at special conferences shall be confined to those included in the agenda. An employee shall not lose time or pay for time spent in a special conference during the regular working day.



**C. Union May Meet Prior to Special Conferences**

The representatives of the Union may meet at a place designated by the Employer on the Employer's premises for at least one-half hour (but not to exceed one hour) immediately preceding the special conference.

**ARTICLE 11 - WORKING HOURS**

Schedule of Shifts

The work day shall commence with the start of the first shift and shall consist of up to three (3) shifts, as required, within twenty-four (24) hours. The schedule of shifts shall be as follows:

**A. Operating/Custodial, Maintenance, and Grounds**

**1. Starting Times**

Starting times will be determined by the Employer, within the hours listed below. All shifts shall consist of eight (8) hours, plus an unpaid thirty (30) minute lunch period.

The work day shall consist of eight (8) hour shifts between the hours of:

3:00 a.m. - 5:00 p.m.	Day Shift (first shift)
2:00 p.m. - 1:30 a.m.	Afternoon Shift (second shift)
10:30 p.m. - 8:30 a.m.	Midnight Shift (third shift)
6:00 p.m. - 2:00 a.m.	Pool Custodians Only

In the event of a change in position shift hours, a five (5) working day notice shall be provided.

**2. Exception to 8 Hour Day: Custodial Positions**

Exception: The Employer may establish less-than-eight (8) hour but not less than four (4) hour positions in the custodial department. Should the Employer require the creation of less than eight (8) hour positions, the Employer will consult the Union.

These exceptions shall be restricted to no more than five (5) employees working in the secondary schools.

**3. Exception to Eight (8) Hour Day: Part time/weekend Custodial Positions**

The employer may establish up to six (6) part time/weekend custodial positions. The positions may be required to obtain a pool license. Such employees will have no benefits as provided in the contract for regular employees, including no leave days, holidays (no floating holiday) and no insurance benefits.

#### **4. Fox Hills Schedule**

The Employer may schedule positions at Fox Hills at times other than shift hours defined above.

### **B. Transportation**

#### **1. Length of Day**

##### **a. Regular Full-Time Bus Drivers - Five and One-Half Hours**

Regular full-time bus drivers in the Transportation Department are guaranteed five and one-half (5 1/2) hours of work or pay each day they are regularly scheduled and timely report for work (including being on the job for all hours scheduled). (However, this provision is subject to section (11)(B)(1)(b) below concerning 4-hour bus driving positions for employees hired after April 7, 1998.)

##### **1. No Additional Pay for Additional Runs During Scheduled Shift**

In return for this guarantee there shall be no additional pay for additional runs made during the scheduled shift. The driver will be paid the hourly rate for all hours worked in excess of the guarantee, subject to the overtime provisions of this Agreement.

##### **2. Regular Schedule for Bus Drivers Hired Before April 7, 1998**

The regular schedule for bus drivers hired before April 7, 1998 will be a guaranteed five and one-half hours per day. Subject to the provisions of Article 11(B)(2)(e) (minimum hour requirements when K-12 is not in session), special education and co-curricular drivers will have a schedule including the five and one-half (5 1/2) hour guarantee, but contingent on runs required.

##### **3. Noon Bus Runs**

Noon runs, other than a.m. pick up and p.m. take home, shall be scheduled for not less than two (2) hours.

##### **b. Four Hour Bus Driver Positions for Employees Hired After April 7, 1998**

##### **1. Scheduled Number of Hours**

Bus drivers hired after April 7, 1998, may be scheduled for five and one-half (5 1/2) hours per day or four (4) hours per day. Any employee scheduled for less than five and one-half hours per day is not eligible for insurance benefits. Four hour employees will receive paid holidays and compensable leave days.

##### **2. Employees May Bid on Five and One-Half Hour Positions**

Employees hired as four (4) hour drivers may bid on five and one-half (5 1/2) hours per day positions in accordance with Article 6 - Seniority (G) - Filling Vacancies.

### **3. Bus Runs Posted As Four (4) Hour Runs**

If a run is posted as a four (4) hour run, the successful bidder on the run will receive four (4) hours of pay regardless of their date of hire, and will receive no benefits except paid holidays and compensable leave days. No employee hired prior to April 7, 1998, will be required to accept a four (4) hour bus run.

#### **c. Extended School Year**

Drivers working the extended school year (for days scheduled other than when the regular school year is scheduled) are guaranteed a minimum of four (4) hours and a maximum of five and one-half (5 1/2) hours of work or pay each day they are scheduled and timely report for work.

## **2. Special Education Drivers**

One to three runs may be necessary, depending on transportation services required.

#### **a. Classification of Bus Runs**

Runs are classified as morning, mid-day and afternoon.

#### **b. Driver Hours May Vary**

Special education driver hours may vary from regular drivers' schedules, depending upon pupil needs and runs required; that is, morning hours (a.m.) may not be the same as afternoon hours (p.m.).

#### **c. Drivers Regularly Scheduled for Three Runs Per Day Will Receive Two Hours Pay for Mid-Day Run**

Special education drivers regularly scheduled for three (3) runs per day will receive two hours pay for the mid-day run. Overtime will not be scheduled daily, however, hours may vary to average 40 hours per week.

#### **d. Varied Schedule**

Trip runs and days of work are subject to the schedule and/or calendar of the school, center, organization, or agency being served. This may require working days other than the regular school district calendar to become eligible for holiday pay.

#### **e. Minimum Hour Requirement When K-12 Not In Session**

Special education drivers who are scheduled and timely report to work during days when regular K-12 classes are not in session will be paid for a minimum of two hours when working either a morning or afternoon run. If the driver is scheduled for both a morning and afternoon run, the driver will receive five and one-half (5 1/2) hours of work or pay for each day they are regularly scheduled and report to work.

3. **Co-curricular Drivers**

a. **Minimum and Maximum Hours**

Co-curricular drivers will be scheduled for a minimum of five and one half (5 1/2) hours between 2:00 p.m. and 7:30 p.m. and to a maximum of eight hours between 2:00 p.m. and 10:00 p.m.

b. **Definition of Co-curricular Drivers**

Co-curricular drivers will be those drivers taking athletic trips from the athletic department.

c. **Notice of Scheduled Changes**

The driver shall receive 48-hour advance written notice of regular schedule changes.

d. **Work Days May Vary**

Trip runs and days of work are subject to the schedule and/or calendar of the school, center, organization, or agency being served. This may require working days other than the regular school district calendar to become eligible for holiday pay.

e. **Reporting Time When Not Assigned to Co-curricular Run**

When co-curricular drivers are not assigned to co-curricular runs, the drivers shall report to work during the normal day at the time specified by the director of transportation.

f. **When Co-curricular Bus Run Assigned As Charter Run**

If a co-curricular driver is assigned to work during the regular day because no co-curricular activities are scheduled, and the transportation department is notified of a co-curricular bus run for that day, the run will be assigned as a regular charter run if the activity begins after 4:30 p.m., not as a co-curricular run. The run will be called out over the radio and assigned to the highest senior driver with the lowest hours of those volunteering.

4. **Driver Preparation**

a. **Two Runs Per Day**

Drivers who are regularly scheduled for two or more runs per day will be provided thirty (30) minutes per day for completing pre-trip inspection, gassing, cleaning and warm-up as defined in the Transportation Expectation Handbook.

b. **One Run Per Day**

Drivers who are regularly scheduled for one run per day will be provided fifteen (15) minutes per day for completing pre-trip inspection, gassing, cleaning and warm-up as defined in the Transportation Expectation Handbook.

5. **Run Assignment**

a. **Selection of Bus Routes At Beginning of School Year By Seniority**

Drivers will select their routes by seniority before returning to work at the beginning of each school year. After a driver has selected a route it cannot be taken away except by mutual agreement with the driver, or if there is a performance concern, after discussion between management and the union. The type of bus assigned will be indicated on the posting. However, the Employer retains the right to make any and all necessary changes or adjustments to those routes selected. Drivers who pick a Way Elementary School or extended year school route must be available to start work on the date and time that the route starts. Drivers who pick a special education run which is assigned to an out-of-district or the Wing Lake program, which may start before the Bloomfield Hills school year starts, must be available to drive a route on the start date, he/she must pick a route they will be available to when the run is scheduled to start. If a driver is not available to drive a route on the start date, he/she must pick a route they will be available to drive on the start date of the route.

b. **Date of Run Selection Will Be Posted in June**

The date on which runs will be selected for the coming school year, will be posted one week prior to the close of school in June.

c. **Procedure for Drivers Who Cannot Attend Run Selection**

Any driver who cannot report to make a run selection on the date posted will notify the Transportation Department by letter, in advance, of the intent to continue to drive for the coming school year. The letter may also authorize a designee to select a run for the absent driver.

d. **Consequences for Failure to Follow Procedure for Run Selection**

Those drivers who submit a letter of intent, but do not indicate a designee for selection in advance, will be assigned runs and buses after the bidding has been completed. Those drivers who fail to attend the posted bidding date and to send a letter of intent, will be subject to termination.

6. **Posting of Bus Runs That Occur During the School Year**

The procedure for filling new and vacated bus runs that occur during the school year is:

- a. The runs shall be posted for a period of two (2) working days.
- b. Drivers may sign for the runs and such runs shall be filled on a seniority basis from the employees who signed the posting as long as the driver is able to perform the essential functions or duties required on the route and the driver has a satisfactory attendance record.
- c. In the event of driver absence, the Transportation Steward may place a bid for the driver.
- d. The driver awarded the run shall not be able to request the old run back.

e. If more than one run is posted at a time, drivers may submit bids on a choice basis.

7. **Dinner Reimbursement - Charter Runs**

Bus drivers shall be reimbursed to a maximum of \$5.00 for lunch, \$7.00 for dinner, providing such trips occur during the meal hours and proof of purchase is submitted to the Transportation Office.

Drivers working charters from 11 a.m. - 12 noon shall be reimbursed for lunch and from 5:30 - 6:30 p.m. for dinner. Drivers working co-curricular (athletic trip) return runs will not receive the lunch and dinner reimbursement.

8. **Garage Schedule**

a. **Day Schedule**

The day schedule for Transportation garage staff will be an eight (8) consecutive hour day falling between the hours of 6 a.m. and 4 p.m., plus an unpaid one-half (1/2) hour lunch period.

b. **Afternoon Schedule**

The afternoon schedule for Transportation garage staff and helpers will be an eight (8) consecutive hour day falling between the hours of 2 p.m. and 12 a.m., plus an unpaid one-half (1/2) hour lunch period.

c. **Swing Shift**

A mechanic's swing shift may be scheduled between the hours of 8 a.m. and 6 p.m.

9. **Compensation for Driver Certification Testing**

Seniority drivers will be compensated a minimum of two (2) straight time hours to a maximum of three (3) hours for driver certification testing. Additional time may be paid subject to the sole approval of the Transportation Manager. Payment of additional straight time hours for certification purposes will not be subject to the grievance procedure.

10. **Time for Vehicle Check and Gassing**

Charters originating in-district at schools west of Telegraph Road from the Transportation Department will have thirty (30) minutes for vehicle check, gassing and travel time. Charters originating in-district at schools east of Telegraph Road from the Transportation Department will have fifteen (15) minutes for vehicle check, gassing and travel time.

## 11. Bus Aides Work Schedule

### a. “As needed” Employee Status

Bus aides are “as needed” employees. Bus aides will be assigned duties when the manager of the Transportation Department, in consultation with the Director of Special Education, determines that the services of a bus aide are needed on a particular route.

### b. Staffing of Bus Aides

The Transportation Manager will solely determine the number of bus aides who will be assigned, the work schedule and the total number of hours the bus aides will work. The hours may increase, decrease, or be eliminated, during the school year or from year-to-year based on need as determined by Administration.

The Transportation Manager will also solely determine the assignment of bus aides to specific busses. The assignment will be made based upon the needs of students, staff and the effective administration of the school district, as determined by Administration.

### c. Bus Aide Lunch

If applicable, lunch period is unpaid.

## C. Food Service

### 1. Work Schedule

#### a. Starting Time for Day Shift Established at Each Building

A regular starting time for the day shift will be established at each school installation. Assignments in each shift will be made in accordance with requirements for utilization of employees within classifications. The shift time will be continuous. No paid lunch period will be provided.

#### b. Flexibility in Work Schedules

The parties agree that the nature of the food service function in school buildings requires a degree of flexibility in work schedules. The Union agrees that deviations to accommodate legitimate work objectives may be made by the Board of Education, and the Board agrees to strive sincerely to confine such changes to real need, but otherwise to maintain the integrity of the basic established work shift.

### 2. Staffing

#### a. Staffing of Service Operations

Staffing of the individual food service operations will be mutually discussed between the kitchen leader; department steward and the Manager of Food

Services prior to the opening of school each year. The hours assigned per facility will be based on student participation, lunches prepared and unique features of the respective program and facility. The Manager of Food Services will make the final determination concerning the total number of hours per facility.

**b. Use of Substitutes for Banquets and Similar Occasions**

Substitutes may be used for banquets and similar occasions as follows:

(1) First, any extra-time because of extra preparation and clean up or absenteeism will be equalized as evenly as possible within the facility.

(2) After employees have been moved to absorb the extra hours, substitutes may be used to fill the positions left open.

(3) This section applies to the Food Service Department and is an exception to Article 7, section B concerning substitute staff.

**c. Shared Time Server Positions**

The Board may create shared time positions for the server positions and any decision to create, continue or terminate a shared time position shall be the District's prerogative.

Salary and benefits for the shared time positions will include the regular hourly rate and holiday pay for the employee scheduled to work but not other benefits defined in the collective bargaining agreement.

**D. Lunch Room Custodial Aide**

**1. Work Schedule**

A regular starting time for the lunch room custodial aide will be established at each facility. Lunch room custodial aides will only work on days that lunch is scheduled unless otherwise directed by their supervisor.

The parties agree that the nature of the food services function in a school facility requires a degree of flexibility in work schedules. The Union agrees that directions to accommodate legitimate work objectives may be made by the Board of Education, and the Board agrees to strive sincerely to confine such changes to real need, but otherwise to maintain the integrity of the basic established work shift.

**2. Staffing**

There will be a maximum of two employees per facility. Lunch room custodial aides will generally work two (2) hours per day but may work up to four (4) hours per day if approved by the Supervisor and the Assistant Superintendent for Human Resources and Labor Relations.



## **E. Grounds**

### **1. Reassignment to Other Positions**

Where conditions warrant, as determined by management, grounds personnel may be reassigned to other work positions. The employer will provide five (5) working days written notice of any change in the assignment unless the change is mutually agreed upon by the employee and the employer.

### **2. Assignment of Grounds Employees to Custodial**

#### **a. Reassignment from Grounds to Custodial**

Management may assign grounds employees to work in the custodial department for up to six months of each 12-month period. When not working in the capacity of a grounds employee, the employees will perform duties in the custodial department. The assignment to either the grounds or custodial department shall be at the discretion of the Employer. The reassignment will be based on seniority. For example, the least senior grounds/custodial individual shall be moved first.

#### **b. Starting Times**

When the grounds employees in these three positions are assigned to the custodial department, their starting times (shift) will be established by the Employer as provided by Article 11 - Working Hours, Section A. In the event of a change in position shift hours, a five (5) working day notice will be provided unless the change is mutually agreed upon by the employer and the employee.

#### **c. Seniority**

The seniority of the reassigned grounds employees is in the grounds department, and overtime assignments shall be in the grounds department. However, if the Employer determines there is an emergency in the custodial department, the reassigned employees will be available to work the overtime.

#### **d. Rate of Pay**

The pay of the reassigned grounds employees shall be determined by their grounds rate or per "Move Up Rate of Pay" provisions of Article 11, paragraph F.

#### **e. Overtime Charged on Grounds Overtime List**

All overtime will be charged on the grounds overtime list, including emergency overtime in the custodial department.

### **3. Commercial Drivers License (CDL)**

All current grounds employees who have a valid Commercial Drivers License (CDL) are required to maintain a valid CDL as a condition of employment for a position in the

grounds department. Any employee hired for or transferring to a grounds department position is required to have a valid CDL endorsement at the time of bidding for the position.

**F. Move-Up Rate of Pay**

Employees required to work in a higher classification shall receive the rate of pay for that classification, beginning the first day.

**G. Break Time**

1. Employees regularly scheduled to work eight (8) hours per day will receive two (2) ten-minute breaks per day.
2. Employees regularly scheduled to work four (4) hours or more, but less than eight (8) hours, per day will be entitled to one fifteen (15) minute break per day.
3. The lunch period will be scheduled as close to the middle of the shift as possible.

**H. Work Week**

The work week shall be Monday through Friday.

**ARTICLE 12 - OVERTIME**

**A. Definition of Overtime**

All work performed in excess of forty (40) hours in a scheduled work week will be paid at the rate of time and one-half in compliance with the Fair Labor Standards Act. All work performed on Sundays and holidays will be paid at the rate of double-time. The holiday rate will be in addition to the holiday pay. Exceptions to this paragraph are the following:

1. **Part-time/Weekend Custodial Employees:** Part-time/weekend custodial employees will not be paid at the rate of time and one-half for work performed in excess of eight (8) hours per day or on Saturday, nor will such employees receive double time for work performed on Sundays and holidays. (Note: See Article 11(A)(3)).
2. **Holiday Pay when Holiday Falls on Saturday:** When one of the enumerated holidays falls on Saturday, double time will be paid only when the actual holiday is worked. (For example, if the actual holiday is on a Saturday and the District is closed on Friday to celebrate the holiday, the employee will be paid double time for working on Saturday, the actual holiday.)

3. **Lunch Room Custodial Aide:** It is not the intent to have overtime in these positions, and any overtime that is required will be staffed by the custodial department.
4. **Bus Aides:** Overtime will be paid at the rate of time and one-half for work over 40 hours per week. Overtime will be paid in compliance with the Fair Labor Standards Act. All overtime will be assigned by the Transportation Manager. No other provisions of Article 12 are applicable to bus aides.
5. **Probationary Employees Eligible for Overtime After 60 Work Days:** Probationary employees will be eligible for overtime upon the satisfactory completion of 60 work days. The seniority date for the purpose of overtime will be the first probationary day worked.

## B. Distribution of Overtime

### 1. **Custodial, Maintenance and Grounds Overtime Lists Established on a Rotation Basis**

The custodial, maintenance and grounds departments will have lists established on a rotation basis for overtime work. The list(s) will be based upon the seniority of the employees submitting their desire to work overtime.

- a. **Distribution of Overtime:** Distribution of overtime within the custodial, maintenance and grounds departments will be offered as defined below.
  - 1) **Mandatory Overtime by Building:** Overtime will be mandatory in the building where employees are assigned.
  - 2) **District Wide Overtime List:** If the personnel need for a scheduled activity cannot be filled by the building staff, overtime will be offered from a district wide overtime list.
  - 3) **Overtime Offered First to Employees with Lowest Hours on Overtime List:** Employees who have the lowest number of hours charged on the overtime list will be offered the overtime first.
  - 4) **Equalization of Overtime Lists:** The lists shall be equalized as much as possible each six-month period.

Employees not rotated and who are bypassed shall be scheduled for the next overtime within ten (10) working days after the error is brought to the attention of the employer. Should an elementary custodian be bypassed, work will be scheduled within twenty (20) working days.

5) **Overtime Lists:** The lists shall be as follows:

Custodial by building  
District wide custodial  
Maintenance by classification  
Grounds by classification  
Auxiliary grounds lists

6) **Assignment of Overtime to Custodial Staff Working in Two Buildings:** Custodial staff working in a position where their regularly-scheduled daily working hours are divided between two (2) buildings, shall only be entitled to building overtime in one (1) of those buildings. The employee will select the single building in which he/she wishes to work when submitting notification of his/her wish to work overtime.

The building selection may only be made once each calendar year. This choice has no effect on the district wide overtime list.

7) **Acceptance Then Rejection of Overtime:** Employees who accept overtime will have a double charge in the event said overtime is rejected later than 10 a.m. the day following the date on which the overtime was accepted.

b. **Assignment of Pool Check and Building Overtime at High Schools**

1) **Assignment of Overtime When the Same Employee is Eligible to Select Pool Check and Building Overtime:** If an employee who is eligible for both building and pool check overtime turns down the building overtime, the employee will be deemed to have declined the pool check overtime also. This means that the employee will be charged on the overtime list with the building hours and pool check call-in hours or actual time, which ever is greater. If the employee accepts building overtime, the employee will only be charged for one hour on the pool check overtime list, instead of the three hour normal pool check overtime charge.

2) **Assignment of Overtime When the Employee Scheduled to Work Building Overtime Is Not Qualified to Perform Pool Check**

If the employee scheduled to work building overtime is not qualified to perform the pool check, a second employee with the least number of hours on the pool check overtime list will be scheduled and the actual time worked or call in time, whichever is greater, will be charged on the pool check overtime list.

## 2. Food Service

- a. **Extra Time Assigned on Rotation Basis:** Extra time in the Food Service Department will be assigned on a rotation basis within the department. (The term extra time means the same as the term overtime.) The employee with the least number of hours will be offered extra time first, providing the employee is qualified to do the work. However, the Food Services Manager may select the Kitchen Leader, if needed, to be in charge of the event requiring food service staff, despite the Leader's position on the rotation list. The employee will be charged with hours worked and placed back on the rotation list accordingly.
- b. **First Choice:** First choice of extra time will be given to staff members assigned to the building where the activity is scheduled.
- c. **District Wide Extra Time List:** If the personnel needed for a scheduled activity cannot be filled by the building staff, extra time/overtime will be offered from a district wide extra time list.
- d. **Extra Time Offered First to Employees with Lowest Hours on Extra Time List:** Employees who have the lowest number of hours charged on the extra time list will be offered the extra time first.
- e. **Equalization of Extra Time Lists:** Lists shall be equalized as much as possible each six-month period.

## 3. Transportation

Transportation will have one (1) list established on a rotation basis for Charters and extra time. This list shall be referred to as the Extra Time List. This list will be zeroed out each January 1<sup>st</sup> and will start the rotation per paragraph H of this Article.

Anyone refusing five (5) consecutive charter trips will be removed from the Extra Time List. Anyone wishing to be placed on the Extra Time List, must do so in January when the list is zeroed out or at the beginning of the school year in August. Any new driver wishing to be added to the list can do so any time once the probationary period has been completed. *(This section does not apply to an individual who is on an approved leave of absence – such as short term disability or FMLA leave).*

- a. **Distribution of Extra Time:** Distribution of extra time to the drivers will be offered as follows:

### 1) Lowest Hours

The driver with the lowest number of hours charged on the extra time list will be offered the overtime first.

**2) More Than One Charter or Extra Time Run Available at the Same Time**

If there is more than one (1) charter or extra time run available at the same time, the driver whose turn it is in rotation will be offered the run with the most hours and this shall continue until all charters are picked.

**3) Charters Scheduled To Start During Regular Scheduled Hours**

The charters scheduled to start during regular scheduled hours will be assigned to relief drivers. Regular drivers will be assigned charters, except for those runs assigned to co-curricular drivers that start before, between, or after a driver's regular scheduled hours. For charters beginning immediately prior to, or immediately after scheduled runs, drivers will receive their scheduled hours and hours beyond regular scheduled time will be paid as charter time.

**4) Unassigned Charters**

If there is an unassigned charter that must be covered, the charter will be offered to the first driver immediately available. Should there be more than one driver immediately available, the driver having the least number of hours on the extra time list will be offered the charter first.

**5) Post Charters in Advance if Possible**

Charters will be posted at least twenty-four (24) hours in advance if possible, or as soon as possible after that.

**6) Charters Occurring During the Summer**

Charters occurring during the summer will be distributed by telephone according to other procedures outlined in this Article.

**7) Weekend Charters**

Weekend charters will normally be assigned on Wednesdays. (If Wednesday is a holiday, charters will be assigned on the next work day.) If an employee is absent when the assignment is made, the employee is not eligible for the charter. The employee must also be at work the full day on the Friday immediately preceding the weekend charter to be eligible to work a weekend charter. Otherwise, the charter will be assigned to the next eligible employee.

**8) Assignment of Drop off and Pick up of Charter**

When a charter is scheduled to take a team or group to a location, drop them off and return at a later time to pick up the team or group, the same driver shall be assigned to both the drop off and pick up if the layover time is six (6) hours or less. If the layover time is more than six (6) hours, the charter will be split with one driver assigned to take the group or team and a different (or second) driver being assigned to return the group or team.

- b. **Chargeable Extra Time Hours:** Hours charged will be hours that could have been earned whether worked or refused. A "No" answer constitutes a turn.

C. **Chargeable Overtime**

Overtime/extra time will be charged to an employee as a "No" answer under the following circumstances:

1. **Employee is on Leave Over Five Consecutive Working Days**

When an employee is on a compensable or non-compensable leave (sick days, temporary leave, short- or long-term disability, personal leave) in excess of five (5) consecutive working days.

2. **Weekend Extra Time - Friday Absence**

Employees who accept weekend extra time but do not work it because of a Friday absence from his/her regularly scheduled hours, will be double charged for each occurrence.

3. **Chargeable Overtime Applicable to Transportation Only**

(a) **Charter Trips**

The following shall occur on rotation of Transportation Charter Trips:

(1) A driver who, on the day of the charter, turns down a previously accepted charter, will be charged with twice the hours of that charter.

(2) A driver who fails to report for a previously accepted charter will be charged with three times the hours of that charter.

(b) **Refusals and Last Minute Charters**

Refusals and last-minute charters will be offered to the next driver on the charter list who is not already assigned. If a driver's charter is canceled, he/she will be assigned to the next unassigned charter. Once a charter is assigned to a driver, it cannot be taken away. If a driver gets to the start of the charter and it is canceled, the driver will receive two hours pay.

(c) **Noon Run or Early Dismissal**

Drivers will be charged on the extra time list if they take a noon day run or early dismissal, if it is not part of the run on which they bid. Drivers will be charged on the extra time list any time they do not drive the early dismissal of their assigned run both regular and special education, unless they are already driving a bus on their own mid-day or regular bus run; or have an approved compensable day.

(d) **Mid-Day Absences**

Midday absences will be assigned on a voluntary basis. Only the driver accepting the assignment per this section (12(C)(3)(d)) will be charged on the extra time list. If more than one driver volunteers, the driver with the lowest hours will be assigned the run.

If there are no volunteers, the least senior driver will be assigned to cover the run.

(e) **Hours in Excess of Eight (8) Hours Per Day**

Drivers will be charged for all hours worked in excess of eight (8) hours per day.

(f) **Co-curricular and Farm Drivers**

Co-curricular and farm drivers will be charged on the extra time list for any hours over his/her posted run.

(g) **Starting Busses, Bus Washing, and Custodial Cleaning**

Hours worked such as starting busses, bus washing and custodial cleaning derived from the extra time list will be charged.

**D. Non-Chargeable Overtime**

Employees shall not be charged on the overtime or extra time list in the following circumstances (however, the circumstances will be noted on the overtime/extra time lists):

1. Not home (but caller speaks with someone other than the staff member).
2. Busy phone.
3. No one at home.
4. When the employee is on vacation.
5. Bus drivers working in bid positions such as office work, cleaning, buster, etc.
6. When the employee is working overtime in his/her own assignment and refuses district wide overtime (not applicable to Transportation).
7. Employees already working during the shift for which overtime is required.
8. A bus driver will not be charged on the extra time list for hours worked in regular posted runs whether temporary or permanent.
9. Executive board members, bargaining unit stewards or negotiating team members who are attending a local union meeting, a grievance hearing or a negotiating session.



**E. Overtime Qualifications**

1. Only approved vacation days will count as days worked in the computation of overtime.
2. Overtime pay will not be pyramided, except holiday overtime is in addition to holiday pay.

**F. Minimum Pay for Reporting as Scheduled**

When an employee reports for work as regularly scheduled, the Employer shall pay a minimum of two (2) straight-time hours. In the event an employee is sent home because of no work, time paid shall be for two (2) hours or actual time worked, whichever is greater.

**G. Call-In Time**

1. **Minimum Hours**

The call-in time shall be a minimum of two (2) hours per day.

2. **Charter Bus Runs**

Bus drivers will be paid for all hours worked for charter runs that begin immediately before or after scheduled bus runs. That is, drivers will be paid for their scheduled hours and hours beyond regular schedule time will be paid as charter time.

Charters requiring a driver to make a third trip to work during the day will provide a minimum guarantee of two hours.

- a. The two-hour guarantee will apply if a driver appears for work and the charter is canceled or rescheduled without prior notice to the driver.
- b. The two-hour guarantee will apply for charters beginning 10 a.m. and ending before 1 p.m.

All charters require a vehicle safety check.

3. **Co-curricular Evening Return Runs**

A call in time of two (2) hours will be provided to each driver required to return during the evening to make a co-curricular return run.

**H. Rotation of Overtime/Extra Time List(s)**

1. **Original List Will Begin At Zero**

The original extra time/overtime list(s) will begin at zero (0) hours, with the rotation of such list(s) beginning with the highest seniority employee and continuing to the lowest seniority employee, after which the regular rotation with the employee with the lowest hours will begin as stated and set forth elsewhere in this Article.

**2. Placement on List at Later Date**

Employees who are placed on the extra time/overtime list(s), after the original list is developed, will be charged with the highest hours on that list. In the Transportation Department, however, when a regular bus driver is placed on such list at a later date, the driver will be charged with only the highest hours of a regular driver, not those hours of co-curricular, special education or substitute drivers.

**3. Employee May Withdraw Name from Overtime/Extra Time List**

An employee who does not want overtime/extra time may withdraw his/her name from the rotation list, but his/her hours will still be kept as a matter of record. No employee may go back on the rotation list with less hours in which they went off.

**4. Removal from Extra Time List if Refuse 5 Consecutive Charter Trips**

Any employee refusing five (5) consecutive charter trips will be removed from the Extra Time List. Anyone wishing to be placed on the Extra Time List must do so in January when the list is zeroed out or at the beginning of the school year in August. Any new driver wishing to be added to the list can do so any time once the probationary period has been completed. *(This section does not apply to an individual who is on an approved leave of absence – such as short term disability or FMLA leave).*

**I. Overtime/Extra Time Assigned By Seniority If No Qualified Volunteers**

If overtime work is deemed necessary and no qualified employees volunteer to work overtime, the overtime will be assigned based on seniority. (e.g. the least senior qualified person will be assigned to work the overtime.)

**J.** The work week for computation of overtime will be Saturday 12:01 am to Friday midnight.

**ARTICLE 13 - GENERAL PROVISIONS**

**A. Class Reimbursement**

Reimbursement for tuition and books will be provided for those employees approved to attend school providing course work is completed with a passing grade of “C” or its equivalent. Reimbursement is subject to the course work being directly related to the employee’s current assignment, and having written approval prior to enrollment from the Assistant Superintendent for Human Resources and Labor Relations. The total annual reimbursement for the entire bargaining unit will not exceed \$7500. The annual cap on reimbursement does not apply to the cost of tuition, books and licenses required for employment and approved by the school district for reimbursement. (Note: Bus aides are not eligible for class/tuition reimbursement).

Application and supporting information for tuition reimbursement shall be filed with the Human Resources Department by June 30 of each year. Contingent on the total reimbursement requested, there may be a proration.

**B. Facilities and Site Care**

Custodians shall not be required to mow lawns, trim shrubs, or landscape grounds except as follows: (1) Custodians may be required to maintain flower beds and courtyards; (2) Custodians shall also be responsible for cleaning sidewalks and entrance ways of snow and debris, and shall police grounds when requested by management.

Day custodial staff shall be responsible for grounds maintenance such as mowing lawns, trimming and weeding shrubs and flowers per the mutually agreed upon site plans dated 1/6/86.

**C. Tools and Replacements**

Employees' personal tools which are broken through normal use on the job will be replaced by the School Board at no cost to the employee, provided the broken tool is presented to the appropriate manager to verify damage. Tools provided by the District that are damaged or lost due to proven employee negligence will be replaced at the employee's expense.

**D. Mileage for Personal Vehicles**

Employees approved to use their personal transportation for school business will be provided a mileage reimbursement equal to the current IRS Rate as posted by the school district.

**E. Uniforms**

1. The Employer will provide aprons for all food service staff.
2. Mechanics and helpers in transportation will be provided clean uniforms on a daily basis at no cost to the employee.
3. The employer will provide uniform shirts for all full time custodial, electrician, plumber, general maintenance, mechanical and grounds staff. A total of six (6) shirts will be supplied on an annual basis. Employees will be required to wear the uniform shirt as part of the regular job assignment. The shirts are to be returned to the Maintenance Department when ready to be discarded or when the employee terminates employment.

**F. Pool Certification Required for General Maintenance and Weekend Custodians**

All general maintenance employees and weekend custodians are required to have and maintain pool certification as a condition of employment.

## **G. Bulletin Boards**

The Employer will provide one bulletin board in each building, apart from student sections of the building and in a location approved by the department manager for use by the Union in posting Union notices.

## **H. Transportation Department**

### **1. Grace Period**

A grace period of six (6) minutes shall be granted to bus drivers at the beginning of each a.m. and p.m. clock-in time, but not more than three (3) times per year.

### **2. Copies of Bus Repairs for Assigned Bus**

Bus drivers shall keep a copy of all bus repairs written by them for their assigned bus. The bus driver shall continue to receive verification from the head mechanic stating the bus is completely repaired before driving again.

### **3. Parking for Drivers Assigned Night Charter Bus Runs**

A place inside the fence will be available for parking drivers' cars, if they have night charters. This is for the protection of the drivers and their vehicles.

## **I. Commercial Driver License**

The Board will reimburse seniority employees required to hold a commercial driver license by the District for the full cost of renewal of said license. If an employee quits before June 15 of the School year in which the license was renewed, the cost of said license will be deducted from the employee's last check.

## **J. Contracts**

The Employer will print the contract and provide for a copy for each employee.

## **ARTICLE 14 - LEAVES OF ABSENCE (non-compensable)**

### **A. Family and Medical Leave**

**Basic Leave Entitlement:** Bloomfield Hills Schools Family and Medical Leave Policy allows eligible employees to take up to twelve (12) work weeks of unpaid leave per year for their own serious health condition, childbirth, or to provide care for the employee's newborn child, newly adopted child, newly placed foster child, or a child, parent or spouse with a serious health condition. Further, certain eligible employees may receive up to twelve (12) work weeks of unpaid leave for

military exigencies, and up to a total of twenty-six (26) work weeks of unpaid leave to care for a covered military service member. Appendix D to this contract contains the regulation applicable to FMLA leave.

Compensable absences and use of leave days are included in the calculation of the twelve (12) work weeks for FMLA.

Additional information and form relating to Family Medical leaves are available from the Human Resources Department.

## **B. Child Care Leave**

### **1. Non Paid Leave**

Child care leave shall be considered a non-paid leave. The unpaid child care leave of absence will be granted for a maximum of one year (12 months). FMLA leave for the birth of a child or for placement of adoption or foster care must conclude within twelve (12) months of the birth or placement.

### **2. Notification and Reinstatement Upon Return From Leave**

An employee desiring to return from leave shall notify the human resources manager (or the Assistant Superintendent for Human Resources and Labor Relations) in writing, and provide the appropriate personnel form approving the return to work and indicating that the employee is able to perform the functions of the position. Such notice shall be provided no less than fifteen (15) calendar days prior to the desired return date. Provided the leave does not extend beyond the number of weeks for which the employee is eligible under the FMLA, reinstatement shall be to the same or a comparable position and one for which the employee is qualified.

### **3. Placement If Leave Exceeds Leave Eligibility Under FMLA**

If the leave exceeds the amount of leave an employee is eligible for under FMLA, the return to work shall be as provided in section F of this Article concerning Return From Leave.

### **4. Leave for Adoption or Paternity**

In accordance with the Family and Medical Leave Act, a twelve (12) week leave of absence is available in cases of adoption or paternity. The leave of absence in such cases shall commence on the date of placement for adoption or birth of the child.

## **C. Military Leave**

### **1. Reinstatement From Military Leave**

Any employee who enters into active service of the Armed Forces of the United States and upon the termination of such honorable service, shall be offered re-employment, provided he/she reports for work within ninety (90) days after discharge. Employment may be in the previous position held or a similar position of like status and pay, unless

the circumstances have changed as to make it impossible or totally unreasonable to do so. In this event the employee will be offered employment in line with seniority as may be available, and which he/she is capable of doing.

**2. Reinstatement of Probationary Employee**

A probationary employee who enters the Armed Forces and meets the foregoing requirements must complete the probationary period and, upon successfully completing it, will have seniority equal to the time spent in the Armed Forces.

**D. Personal Leave**

**1. Six Month Leave of Absence May Be Granted**

A personal leave for a period of up to 6 months may be granted without pay contingent upon the recommendation of the department manager and approval of the Assistant Superintendent for Human Resources and Labor Relations. Such request must be filed a minimum of two weeks in advance of the date requested. Leaves for personal reasons that exceed one (1) month in duration will be without fringe benefits. A substitute may be employed during the leave period.

**2. Return From Personal Leave**

The employee will be returned to the classification held at the time the leave was initiated.

**3. Personal Leave Requests Not Subject To Grievance Procedure**

Personal leave requests are contingent on District needs and will not be subject to the grievance procedure.

**E. Leaves for Union Business**

**1. Conditions**

Not more than three (3) employees will be granted leaves for Union business at the same time and an employee shall not be granted a leave for Union business more than two weeks per calendar year. Such leaves require at least one week notice and shall only be granted when the departmental operation can be continued with no interruption.

**2. Return To Same Classification**

The employee will be returned to the classification held at the time the leave was initiated.

**F. Return from Leave**

**1. Notification**

An employee desiring to return from an unpaid leave shall so notify the Human Resources Department in writing, and provide a physician's statement approving a return to work. Such notice shall be provided no less than fifteen (15) calendar days prior to

the desired return date. Placement will be made on or before the eleventh (11) working day, excluding holidays.

**2. Reinstatement and Placement**

Reinstatement shall be to the same or a comparable position and one for which the employee is qualified. Placement made shall be premised on Article 6, Section O, Bumping. In the event this option is not available or is not exercised by the employee, placement will be made by the department manager.

**3. Bus Driver Returning After Run Pick**

A bus driver returning from an unpaid leave after run pick will be assigned a relief driver position.

**ARTICLE 15 - COMPENSABLE LEAVE DAYS**

**A. Definition**

Paid leave time will be provided in order to protect the employee's income during periods of unavoidable absence. The Board's primary concern is for periods of personal illness; however, in appropriate circumstances, compensable days for family illness, bereavement, emergencies and personal business constitute legitimate usage.

**B. Accumulation**

Employees scheduled for two (2) hours or more per day shall be entitled to a leave day accumulation of ten (10) days per year for regular twelve (12) month employees, and nine (9) days per year for regular ten (10) and eleven (11) month employees. This annual leave will be earned by non-probationary staff and will be extended to probationary staff upon satisfactory completion of sixty (60) full work days. The earning of days each year will cease when the employee reaches the maximum number of days for which they are eligible. The earning of leave days each year shall be at the rate of one day per month until an employee reaches the maximum days as defined above. One-half the leave days for which the employee is eligible on an annual basis will be granted on January 1, and the remaining one-half will be granted on July 1 of each calendar year. The number of leave days for new hires will be pro-rated according to the date of first employment as regular staff.

Unused leave days remaining at the end of June each year shall be banked and accumulated to a maximum of 180 days.

**C. Use of Leave Days**

Leave may be used for personal or family illness, bereavement, religious holidays, emergencies and personal leaves as specified below. For all absences, the employee is required to notify the appropriate department manager, or designee, upon first knowledge of the necessity for the absence.

The use of leave days must be approved by the department manager and will be strictly confined to the legitimate purposes specified in the schedule which follows immediately.

1. **Personal Illness:** Bona fide physical inability to report for and discharge duties.
2. **Family Illness:** Bona fide need due to illness of the staff member's spouse, children, parents or grandchildren.
3. **Bereavement:** Up to three (3) days will be approved for each funeral in the immediate or secondary family. Employees will be excused from normally scheduled working days (excluding Saturdays, Sundays and holidays) immediately following the date of the death in question, for the purposes of attending to funeral arrangements (providing the employee attends the funeral). Additional paid days will be approved dependent on family relationships, circumstances, and/or travel involved, as determined by the Human Resources Department, provided such additional leave days are available in the current or accumulated leave bank.
  - a. **Definition of Immediate and Secondary Family:** An employee's immediate family shall include children, spouse, parents, brother, sister, aunt, uncle, grandparents or grandchildren. Secondary family shall include brother-in-law, sister-in-law, mother-in-law and father-in-law or a person residing in the employee's home.
  - b. **Bereavement Leave for Non-Family Member:** Up to one day per school year may be used from current leave for the death of an individual other than immediate family. If current leave days are unavailable, bank days may be used.
4. **Religious Holidays:** Up to three (3) days per school year from an employee's current unused leave allocation may be used for religious purposes.
5. **Inclement Weather:** Employees are expected to report for work on a regular basis. In the event school is closed due to inclement weather and staff is told not to report for work, employees in the custodial, maintenance, and grounds departments, and the mechanics and garage service attendants in the transportation department, may charge a maximum of two (2) days per school year against unused leave days. Transportation drivers may charge a maximum of four (4) days per school year against unused days in the employee's leave bank.

**Food Service and Lunch Room Custodial Aides:** Food Service employees and Lunchroom Custodial Aides shall not be paid on inclement weather days and are not entitled to charge an unused leave day for this purpose.
6. **Personal Leave:** Up to three (3) days per school year from current leave may be used for personal leave. Personal leave, in all cases except unforeseen emergency, requires at



least two (2) days advance notice to the immediate supervisor. Personal leave cannot be utilized the day before or immediately following a holiday, vacation, recess, or the beginning or ending of the school year, unless approved by the department manager.

7. **Worker's Compensation Supplement:** If an employee is absent from work and is receiving Worker's Compensation, the Board will pay the employee the difference between the amount paid by Worker's Compensation Insurance and the employee's regular daily rate, and will charge the supplemental pay to the employee's leave accumulation proportionately for a period equivalent to the nearest half day. In no case will the Board supplement extend beyond the employee's accumulated leave earned as of the last day worked.

The employee must notify the employer, in writing, if leave days are to be used to supplement Worker's Compensation.

8. **Leave Day Deduction:** Leave days will be prorated for staff members who are absent from work due to disability, unpaid leave, discharge or termination. Should a staff member leave employment, a proration of days earned, versus used, will be calculated and a reduction, if any, shall be made in the staff members last pay.

#### **D. Proof of Illness/Ability to Return to Work May Be Required After Two Consecutive Absences**

Proof of illness or of ability to return to work on a district provided form, signed by a physician and approved by the Assistant Superintendent for Human Resources and Labor Relations, may be required beyond the second consecutive day of absence.

#### **E. Jury Duty**

If an employee is called to serve on jury duty, he/she must notify the Human Resources Department within 24 hours after receipt of the notice and provide the Human Resources Department with a copy of the jury summons. Employees who serve on jury duty will receive the regular straight time wage for the time the employee reports for or performs jury duty, provided the employee would have normally been scheduled to work during such time. Upon completion of jury service, if there is time remaining on the employee's regular shift, the employee shall report to work. If an employee reports to jury duty at a time that is different from his/her regular shift, the employee is expected to report to work at their regular time. This section applies to all employees regardless of the shift assigned. The time spent on jury duty will not be deducted from the employee's accrued leave days.

To be eligible for the jury duty pay, the employee must furnish the Human Resources Department with written verification of any pay received from the court and the dates that jury duty service was performed. The employee must also provide a check or money order payable to Bloomfield Hills Schools for the full amount of the jury fee paid, excluding any mileage or travel fees, within two weeks after the completion of jury duty.

## **F. Maternity Leave**

### **1. Notify Human Resources Department**

The employee, upon learning of the pregnancy must no later than the fourth month of pregnancy, notify the human resources manager in the Human Resources Department. The required leave forms will then be forwarded to the employee. The employee and the physician must complete the forms verifying the estimated date of confinement and the employee's ability to continue employment. A written request for leave of absence indicating the date on which the leave is to be initiated shall be provided on or before the end of the sixth month. An employee who desires to remain on the job must maintain a satisfactory attendance record and must provide verification from the physician of ability to perform the functions of the job. If these conditions are not met, the administration will initiate the leave.

### **2. Short Term Disability**

Medical leave related to pregnancy and childbirth is treated as short term disability according to the short term disability provisions in Article 18(C)(3). The short term disability leave shall begin as soon as the physician completes the appropriate forms certifying that the employee is unable to perform the functions of the job.

## **G. Scheduling of Elective Medical Procedures**

Employees are required to schedule elective medical procedures to occur when school is not scheduled to be in session unless otherwise required by law.

## **ARTICLE 16 - HOLIDAYS**

### **A. Eligibility**

Paid holidays will be granted to each employee who has satisfactorily completed sixty (60) work days and is scheduled for two (2) hours or more per day. To be eligible for holiday pay, the employee must work the scheduled hours on the working days immediately previous to and following the holiday, except where the employee has received permission from the department manager, subject to the approval of the Assistant Superintendent for Human Resources and Labor Relations, in advance, or is on a compensable leave as defined in Article 15, Section A, of the Agreement.

Holiday pay will be based on the employee's scheduled hourly rate and regular work day (not to exceed eight (8) hours).

### **B. Designated Holidays**

(1) The following days will be designated as paid holidays for twelve (12) month employees:

New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day

Thanksgiving  
Friday after Thanksgiving  
Christmas  
Christmas Eve  
New Year's Eve

- (2) The following days will be designated as paid holidays for ten (10) and eleven (11) month employees (except Food Services):

New Year's Day  
Good Friday  
Memorial Day  
Thanksgiving

Friday after Thanksgiving  
Christmas Eve  
Christmas  
New Year's Eve

INDEPENDENCE DAY AND LABOR DAY: In the event a ten (10) or eleven (11) month employee is scheduled to work and works at least two or more days in the week immediately before and after Independence Day or Labor Day, the employee will receive holiday pay for that holiday.

**Food Services:**

- (3) The following days will be designated as paid holidays for Food Service employees:

Thanksgiving  
Christmas Eve  
New Year's Eve

Friday after Thanksgiving  
Christmas Day  
New Year's Day

Exception for Wing Lake Kitchen Leader: As long as the Wing Lake Developmental Center operates a twelve (12) month program, the Wing Lake Kitchen Leader is eligible to receive the designated holidays for twelve month employees.

**C. When Holiday Falls on Weekend**

When one of the enumerated holidays shall fall on Sunday, then Monday shall be deemed the holiday. When one of the holidays falls on Saturday, then Friday shall be deemed the holiday. Should the holiday schedule and the school calendar conflict, the Board and the Union will mutually agree to change the dates to be observed as holidays.

**ARTICLE 17 - VACATIONS**

**A. Vacation is Earned from July 1 through June 30**

**1. Twelve Month Employees**

Vacation for all twelve month employees is earned during the period July 1 through June 30, for use during the school year immediately following the year in which the days are earned.

Employees shall have their vacation earning computation premised on the number of months of service.

**2. Ten and Eleven Month Employees**

Vacation earned by ten (10) and eleven (11) month employees (ie. food service, transportation employees and bus aides) shall be paid in the same school year in which the vacation is earned.

**B. Regular Full Time Twelve-Month Employee Vacation Earning Schedule**

Regular full-time twelve-month employees scheduled five and one half (5 ½) hours or more per day shall earn vacation pay in accordance with the following schedule. Years of service will be determined, for vacation earning purposes, as of June 30 of the earning year.

Twelve month employees – 20 days maximum

1 year to 5 years	5 days
6 years to 14 years	10 days
15 years	15 days
16 years	16 days
17 years	17 days
18 years	18 days
19 years	19 days
20 years and up	20 days

Employees hired after March 25, 2009 of this agreement shall receive a maximum of ten (10) vacation days.

**C. Regular Ten and Eleven Month Employee Vacation Earning Schedule Other than Bus Aides**

Regular full-time ten and eleven-month employees scheduled five and one half (5 ½) hours or more per day shall earn vacation pay in accordance with the following schedule. Years of service will be determined, for vacation earning purposes, as of June 30 of the earning year. A regular full-time ten and eleven-month employee is someone who is scheduled to work more than 200 days per year.

Ten & Eleven month employees – 15 days max

1 year to 5 years	4 days
6 years to 10 years	10 days
11 years to 19 years	12 days
20 years and up	15 days

Employees hired after March 25, 2009 of this agreement shall receive a maximum of ten (10) vacation days.

**D. Bus Aides:**

Bus aides who are regularly scheduled during the school year to work five and one-half (5 ½) hours or more per day shall earn up to five (5) days of vacation pay per school year as follows:

- One half day per month of service up to a maximum of five (5) days per school year.

**E. Scheduling of Vacations**

The Employer will schedule vacations during the vacation period in accordance with individual choice to the extent possible, subject to operation requirements. In general, regular full-time twelve-month staff shall schedule vacations during the time school is not in session. However, the department manager may grant exceptions and allow vacations during the time school is in session. Eligible ten month and eleven month employees may use vacation on days when they are not scheduled to work.

**F. Proration of Vacation Days**

**1. Layoff, Retirement or Quit with Notice**

An employee who is laid off, retires, or quits with notice of one week or more (but not one who quits without notice or is discharged), will receive any unused vacation earned from the preceding year and not taken, plus vacation earned from the preceding July 1 as defined in Sections A, B, C and D of this article. The vacation days will be prorated by months of service.

**2. Recall from Layoff**

A recalled employee who received prorated payment for vacation days at time of layoff will have those days deducted from the vacation earning if the employee is recalled in the same year laid off.

**3. Non-Compensatory, Disability, and Workers' Compensation Leaves in Excess of Two Months**

Proration of vacation days will also apply to employees who are absent from work on non-compensatory leaves, disability, and Workers' Compensation in excess of two (2) months.

**G. Basis for Determining Vacation Pay**

Vacation pay will be based on the employee's hourly rate and regular work day (not exceeding eight (8) hours) immediately prior to the vacation period.

## **ARTICLE 18 - INSURANCE BENEFITS**

### **A. Benefit Eligibility**

#### **1. Compliance with Insurance Company Regulations**

The Board will provide a Cafeteria Benefits plan (*Educated Choices*) that includes coverages and benefits defined in this Article for eligible employees. Employees must fully comply with insurance company regulations regarding qualification for benefits in order to receive benefits.

#### **2. Commencement and Duration of Coverage**

Commencement and duration of coverage, nature and amount of benefits, and all other aspects of coverage shall be as set forth in the Group Policy and the rules and regulations of the carrier and the employer. The Employer's only responsibility shall be payment of the premiums for the benefits specified in this article.

An employee will be eligible for insurance benefits when he/she has satisfactorily completed sixty (60) full work days. The coverage shall be effective the first day of the month following satisfactory completion of the sixty (60) full work days. Coverage shall remain in effect for the duration of the agreement as long as the employee is actively employed by the Board. Benefits shall terminate at the end of the month in which the employee last works or exhausts Family and Medical Leave Act leave. Benefits also terminate when an employee commences long term disability leave or has been on worker disability compensation leave exceeding one year.

### **B. Double Coverage**

#### **1. Double Coverage is Permitted While District is Self-Insured**

Duplication of hospitalization insurance is permitted as long as the District is self-insured. The employee must notify the Human Resources Department of any personal hospitalization coverage or coverage from a spouse's hospitalization plan.

#### **2. Double Coverage Is Prohibited if District is not Self-Insured**

Double coverage is prohibited if the District is not self-insured. No employee shall have coverage under both the District's health insurance plan and the health insurance plan of a spouse or other family member. Employees shall periodically be required to complete a census form which will identify health care coverage available or provided to the employee's spouse or family members in order to ensure compliance with double coverage prohibition.

#### **2a. Thirty Days to Elect Coverage**

Employees or family members who are covered under another health insurance plan shall have thirty (30) calendar days to elect to continue coverage under that policy and to drop the District's coverage or to continue coverage with the District. If coverage with the District is elected, the employee must certify to the District that he/she has been dropped from other coverage. Should an employee fail to make the election in a timely fashion, the District shall

have the right to drop the employee (and his/her eligible dependents) from the District provided health plan upon thirty (30) calendar days notice to the employee.

**3. Submitting False Information**

Employees who submit false information shall be subject to discipline up to and including discharge. If an employee deliberately submits false information and receives coverage, the District may recover lost premiums through payroll deductions.

**4. Loss of Coverage with Another Health Benefits Carrier**

In compliance with and subject to carrier provisions, an employee covered for health benefits through another carrier may transfer into the Bloomfield Hills Schools group should coverage be lost. Application must be made to the Employee Benefits office within 30 days of the loss of coverage in order to be eligible for benefits with Bloomfield Hills Schools.

**C. Cafeteria Benefits Plan - *Educated Choices***

The Board will provide a Cafeteria Benefits plan which will encompass all benefits coverages and benefits for employees who are eligible for and select such benefits. The Cafeteria Benefit plan will include the following options:

**1. Life Insurance**

The Board will pay the premium to provide, without cost, to each regular scheduled employee working five and one half (5 ½) hours or more per day (other than bus aides) (seven (7) per day in the Food Service Department), a group life insurance policy and accidental death and dismemberment insurance in the amount of \$40,000.

**(a) Additional Life Insurance:** Each employee working five and one half (5 ½) hours or more per day (other than bus aides) (seven (7) hours per day in the Food Service Department) will have the option to purchase additional life insurance with pre-tax dollars (if permitted by IRS rules), to a maximum of \$300,000 (if permitted by the insurance company) at the beginning of each Flex Election period. Any amount in excess of \$50,000 will be considered as additional imputed income in compliance with current IRS regulations. Evidence of insurability will be required after the initial enrollment period.

**(b) Dependent Life Insurance:** Each employee working five and one half (5 ½) hours or more per day (other than bus aides) (seven (7) hours per day in the Food Service Department) will have the option to purchase life insurance for their spouse and/or dependents with after-tax dollars at the beginning of each Flex Election period. The coverage shall be offered in the amount of \$5,000 and \$10,000. Evidence of insurability will be required after the initial enrollment period.

**2. Medical/Hospitalization Insurance**

For each regularly scheduled employee (other than bus aides) working five and one half (5 1/2) hours or more per day (seven (7) hours per day in the Food Service Department) who

makes proper application to participate in the Cafeteria Benefits Plan (*Educated Choices*), the employer shall pay the premium for the following (See Article 18 (C)(2)(d) for Bus Aides).

**(a) Eligibility Requirements and Benefits from January 1, 2009 through October 31, 2009 for Employees Hired Prior to March 25, 2009**

The eligibility requirements and benefits provided in the January 1, 2006 through December 31, 2008 Agreement remain in effect during the time period of January 1, 2009 through October 31, 2009.

**(b) Preferred Provider Organization (PPO)**

Effective November 1, 2009 full family, two person or individual coverage for the Blue Cross/Blue Shield Community Blue PPO Option 12 with \$1000/\$2000 deductible will be provided for eligible employees. The triple tier prescription drug co-pay is \$15.00 generic, \$30.00 formulary and \$60.00 for non-formulary drugs. A Summary of Benefits is attached as Appendix A. (Appendix A is not part of this contract.)

**(c) Contribution**

Effective November 1, 2009, employees will pay the following contribution toward their health care:

Twelve (12) month employees: Two percent (2%) of the cost of the premium (or actuarial premium established by the third party administrator).

Ten (10) and Eleven (11) month employees: Two percent (2%) of the cost of the premium (or actuarial premium) established by the third party administrator from September 1 through June 30 and 100% of the July and August premiums (or actuarial premiums). The contributions will be annualized during the Educated Choices plan year.

**(d) Bus Aides:** Bus aides regularly scheduled to work twenty-five (25) hours or more per week are eligible for Community Blue Option 12 single subscriber medical/hospitalization coverage. Bus Aides will contribute two percent (2%) of the cost of the premium (or actuarial premium) established by the third party administrator from September 1 through June 30 and 100% of the July and August premiums (or actuarial premiums) for the single subscriber coverage. The contribution will be annualized during the Educated Choices plan year. The Board will provide term life insurance in the amount of \$25,000 and AD&D in the amount of \$25,000. No other benefits will be provided

**(e) Employees Hired After March 25, 2009**

Employees hired after March 25, 2009 are eligible for single subscriber medical, dental, and vision benefits only.



### **3. Short-Term Disability**

The Board will self insure or pay the premium to provide without cost, to each regular scheduled employee working five and one half (5 1/2) hours or more per day (seven (7) hours per day in the Food Service Department) the following short-term insurance:

A weekly accident and sickness benefit that will provide sixty-six and two-thirds percent (66 2/3%) of gross salary, not to exceed \$700 per week, after a fourteen (14) calendar day waiting period, for a maximum of twenty-six (26) weeks. Benefits will be paid only when the employee is absent from scheduled work. Benefits will not be paid when the employee is not scheduled to work, such as during summer recess. Bus aides are not eligible for this benefit.

### **4. Dental**

The board will pay the premium to provide, without cost, for each employee working five and one half (5 1/2) hours or more per day (seven (7) hours per day in the Food Service Department) a dental plan with Class I benefits of 100%, Class II benefits of 75%, Class III benefits of 75% with a maximum of \$1000 per person per year, and an orthodontic Class IV coverage of 50%, not to exceed \$1200 per person per lifetime under 19 years of age. Bus aides are not eligible for this benefit.

Employees hired after March 25, 2009 are eligible for single subscriber dental coverage only.

### **5. Vision**

The Board will pay the premium to provide vision coverage, without cost, to employees who work five and one half (5 1/2) hours or more per day (seven (7) hours per day in the Food Service Department). The vision care program is defined in the *Educated Choices* workbook and provides a percentage reimbursement for services, including examination, lenses and frames, premised on a co-pay program within established reasonable and customary fee limitations. Bus aides are not eligible for this benefit.

Employees hired after March 25, 2009 are eligible for single subscriber vision coverage only.

### **6. Long-Term Disability**

- a. The Board will provide, without cost, to each regular scheduled employee working five and one half (5 1/2) hours (other than bus aides) or more per day (seven (7) hours per day in the Food Service Department) the following long-term disability coverage:

**(1) Benefit:** A monthly benefit for long-term disability of sixty percent (60%) of monthly earnings, not to exceed \$2,500.00 per month, to the employee who is unable to work due to extended absence as a result of sickness or injury. The benefits shall commence after six (6) months of such absence and will be payable until the employee returns to work, reaches age 65 or is deceased, whichever comes first. The monthly benefit shall be determined by dividing the employee's regular annual salary by twelve (12) months.

**(2) Offset:** The amount received from the insurance carrier will be reduced by any primary or secondary remuneration received during the benefit period from the employer, the Michigan Public School Employees' Retirement System, the Federal Social Security Act, Railroad Retirement Act, Veterans' Benefits, or other such pensions.

**(3) Separation From Employment:** On the date an employee commences long term disability (LTD) leave, the employee's position will be posted and no longer be held open for the employee. If the employee is medically able to return to work within 18 months of the date of the commencement of the leave, the employee will be placed in the same or comparable position for which the employee is qualified. Placement shall be made in accordance with Article 6, Section O, Bumping. In the event this option is not available or is not exercised by the employee, placement will be made by the department manager. The Assistant Superintendent for Human Resources and Labor Relations will determine whether an employee is qualified for a position.

The employee must supply a physician's authorization permitting the employee to return to his/her job and may be required to have a return-to-work examination by a physician or medical facility designated by the District. If the employee's physician and the District's physician or medical facility do not agree that the employee is medically able to return to his/her job, the controversy shall bypass the grievance procedure and the employee shall be examined by a mutually agreed upon physician or medical facility or if the parties do not mutually agree, by a third party physician at Beaumont Hospital in Royal Oak and this decision shall be final and binding. The cost of the exam shall be shared equally by the employee and the employer. This paragraph does not apply to an employee who retires.

If the employee does not return to work on or before 18 months from the commencement of the LTD leave, the employee will be separated from employment with Bloomfield Hills Schools.

## **7. Flexible Spending Account - Educated Choices**

The option to enroll in a flexible spending account is available to every employee who is regularly scheduled to work 20 hours or more per week. In accordance with Internal Revenue Service regulations, any staff member who is eligible to receive cash payment in lieu of hospitalization insurance must enroll in the flexible spending account in order to receive this benefit.

### **a. Health Care Reimbursement Account**

Eligible employees will have the option to participate in a pre-tax Health Care Reimbursement Account as defined by the Internal Revenue Service and as outlined in the *Educated Choices* Workbook.

**b. Dependent Care Reimbursement Account**

Eligible employees will have the option to participate in a pre-tax Dependent Care Reimbursement Account as defined by the Internal Revenue Service and as outlined in the *Educated Choices* Workbook.

**8. Worker's Disability Compensation (available to all employees)**

The Board shall provide Worker's Disability Compensation benefits to those employees eligible as provided by Michigan Law. The use of leave days to supplement the employee's income while on Worker's Compensation is defined in Article 15, Section C-7, of this Agreement.

**E. Separation from Employment**

If an employee on Workers Disability Compensation leave does not return to work within six months from the date of the commencement of the leave, the employee's position will be posted and will not be held open for the employee. However, if the employee is medically able to return to his/her job within two years after commencement of leave, the employee will be placed in the same or a comparable position for which the employee is qualified. Placement shall be made in accordance with Article 6, Section O, Bumping. In the event this option is not available or is not exercised by the employee, placement will be made by the department manager. The Assistant Superintendent for Human Resources and Labor Relations will determine whether the employee is qualified for a position.

The employee must supply a physician's authorization permitting the employee to return to work and may be required to have a return-to-work examination by a physician or medical facility designated by the District. If the employee's physician and the District's physician do not agree that the employee is medically able to return to work, the controversy shall bypass the grievance procedure, and the employee shall be examined by a mutually agreed upon physician or medical facility, or if the parties do not mutually agree, by a third party physician at Beaumont Hospital in Royal Oak and this decision will be final and binding. The cost of the exam shall be shared equally by the employee and the employer. If the employee retires during this time period, this paragraph does not apply.

If the employee does not return to work on or before two years of the date of the commencement of the leave, the employee will be separated from employment with Bloomfield Hills Schools.

**F. Carrier Selection**

Carrier selection shall remain the prerogative of the District, subject to the terms and conditions of this Article.

## **ARTICLE 19 - HEALTH**

### **A. TB Tests**

To provide continuing health and safety protection for students and school personnel, employees shall provide health certificates and submit to physical examinations as follows:

If required by the Board, as a condition of continued employment, each employee shall be required to file the results of a chest x-ray examination or tuberculin skin test showing negative results. The results of this test must be filed with the Human Resources Department.

### **B. Health Examination**

#### **1. Pre-employment Costs Paid by Applicant**

All pre-employment costs for physical examinations, including x-rays, will be done at the applicant's expense.

#### **2. Required Physical Examinations of Seniority Staff**

The Board will assume the cost of physical examinations, including x-rays, required by law or the Board, of seniority staff. The Board reserves the right to select the examining physician.

#### **3. Transportation Employees - Proof of Ability to Drive Must Be Provided Prior to Run Selection**

Prior to the selection of runs by the Transportation staff, the individual driver must present an approved physical examination to the Manager of Transportation to verify the ability to drive. Any driver who has not passed the annual physical exam prior to the run selection date will not be allowed to make a selection. Once a driver passes a physical examination after the selection date, that driver will be assigned a run or a relief driver position.

### **C. Challenge of Physical Examination**

If the report of the individual's attending or examining physician is challenged by the Board, or if the Union challenges the report of the examination by the Board physician, then the following procedure shall be followed: (This section does not apply to employees who have applied for or are receiving Worker's Disability Compensation)

1. The protesting party may elect to require the affected staff member to be examined by a physician of the protesting party's choice, at the protesting party's expense.
2. If the reports of the two examining physicians are in disagreement or conflict, the controversy shall bypass the grievance procedure and, instead, the affected employee shall be examined at the equally-shared cost of the Board and employee by a third-party

physician at Beaumont Hospital in Royal Oak or by a physician mutually selected by the parties.

The third-party physician's determination shall be binding on both parties.

**D. Annual CPR Requirement for Bus Aides**

Annual CPR certification is required for bus aides in order to continue in a bus aide position. A bus aide who does not have current CPR certification will lose his/her employment rights. The District will provide the class or access to a class on an annual basis.

**E. Compliance with Asbestos and Hazardous Materials Legislation**

The District and the Union mutually agree to comply with applicable State and Federal legislation concerning asbestos and hazardous materials.

**ARTICLE 20 - SEVERANCE**

Effective for school years prior to the 2009-2010 school year, upon severance of employment after one year's service, for reasons of death, retirement, or quit with proper notice of not less than two weeks, but not an employee who quits without notice or is discharged, a severance payment for each unused leave day, up to the maximum of 180 days, will be made by the Board of Education as defined in the schedule described below.

1 year through 4 years	30%
5 years through 10 years	50%
11 years through 20 years	65%
21 years through 30 years	80%
31 years, plus	90%

Effective for any severance of employment occurring in the 2009-2010 school year and thereafter, an employee shall not have the right to receive cash for unused leave days. As to any severance of employment occurring in the 2009-2010 school year and thereafter, the following provisions will apply:

Upon severance of employment after one year's service, for reasons of retirement, quit with proper notice of not less than two weeks, but not an employee who quits without notice or is discharged, the Board of Education shall make a non-elective Board-paid Tax Sheltered Annuity (TSA) contribution to the District's Code §403(b) plan. The amount of such non-elective board-paid TSA contribution shall be based upon the employee's years of service with the District and the number of unused leave days available to the employee at the time of his/her severance of employment (up to a maximum of 180 days), with each unused leave day valued at the employees' rate of pay on the date the employee terminates employment. The percentage of the value of an employee's unused leave days to be made as a board-paid TSA contribution on behalf of an employee shall be determined based on the employee's years of service with the District as follows:

<u>Years of Service</u>	<u>Percentage Contributed</u>
1 year, but less than 5 years	30%
5 years, but less than 11 years	50%
11 years, but less than 21 years	65%
21 years, but less than 31 years	80%
31 years or more	90%

To be eligible for the non-elective board-paid TSA contribution provided in this Article, an employee must designate an approved vendor under the District's Code §403(b) plan to receive the contribution. In the event that a non-elective board-paid TSA contribution to be made on behalf of an employee under this provision would cause the total of employee deferrals and employer contributions for the tax year of the employee's severance of employment to exceed the limits provided in Code §403(b) or §415(c), the District reserves the right to reduce or eliminate the non-elective board-paid TSA contribution under this Article so as not to exceed such limits. In such case the remaining severance payout will be paid in cash to the employee.

**ARTICLE 21 - RATES FOR NEW JOBS**

The Board of Education shall have the sole right to establish new positions in the bargaining unit and establish a classification and rate structure applicable thereto. In the event the Union does not agree that the rate of pay established for a new position is proper, the Union shall have the right to submit the matter to negotiations. If the Union negotiates a higher rate than the established rate, the employee in that position will be paid retroactive pay to the date the job was established.

**ARTICLE 22 - NO STRIKE/NO LOCKOUT**

The Union will not authorize, sanction, condone, participate in or acquiesce in, nor will any member of the bargaining unit take part in, any strike as defined in Michigan Public Act 336 of 1947, as amended by Michigan Public Act 112 of 1994 as follows: "the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment". For employees of a public school employer, strike also includes an action described in this subdivision that is taken for the purpose of protesting or responding to an act alleged or determined to be an unfair labor practice committed by the public school employer.

No lockout of staff shall be instituted by the Employer during the term of this Agreement.

**ARTICLE 23 - CONFORMITY TO LAW**

This Agreement is subject in all respect to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Employer, the Union, and staff members in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be

contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

#### **ARTICLE 24 - SHIFT PREMIUM**

Employees assigned to the second shift, afternoons, shall receive a shift premium of fifteen cents (15¢) per hour; and those assigned to the third shift, midnights, shall receive a shift premium of twenty cents (20¢) per hour. Employees whose regularly scheduled starting times are between the hours of 3:00 a.m. to 4:00 a.m. will be paid a third shift premium. Those premiums shall be in addition to the regular hourly rate.

The shift differential will be paid to co-curricular drivers who work during the established hours for second shift.

The shift premium for the second and third shifts shall be eliminated during summer and holiday recess periods, when second and third shift staff are assigned to the first shift.

#### **ARTICLE 25 - CROSSING GUARD DUTY**

Custodial employees will be required as part of their regular assignment to work as crossing guards in the event that the Employer determines that such an assignment is necessary. The crossing guard assignment will be assumed by the Building Leader or the Head Night Custodian--in other words, the shift leader--on the shift when crossing duties are required. A modification of regular assignment, for absence or other reasons, may be made with the approval of the building principal.

The employee who assumes the crossing guard duty will be paid \$2.00 per crossing session. (For example, morning, noon, and afternoon crossing duties are each considered a separate session).

**ARTICLE 26 (A) - SALARY SCHEDULES**

2009 Salary Schedules prior to May 11, 2009: The Salary Schedules in the 2005-2008 contract remain in effect from January 1, 2009 through May 10, 2009.

**2009 Salary Schedule (effective 5/11/2009)  
Hired BEFORE 060303**

<b>Maintenance</b>	<b>Start</b>	<b>Probation</b>	<b>6 Month</b>	<b>1 Year</b>	<b>15 Years</b>
Master Mechanical	\$21.96	\$22.53	\$23.14	\$24.22	\$24.58
Master Electrician	\$24.04	\$24.61	\$25.39	\$26.29	\$26.66
Master Plumber	\$24.04	\$24.61	\$25.39	\$26.16	\$26.66
Elec./Plumber Journeyman	\$21.06	\$21.67	\$22.05	\$22.46	\$22.59
Mech. 1 / Journeyman	\$20.42	\$21.01	\$21.41	\$22.14	\$22.48
Mechanic 1/Master Mechanical	\$21.96	\$22.53	\$23.14	\$23.77	\$24.58
Gen. Maintenance Journeyman	\$20.03	\$20.44	\$20.85	\$21.22	\$21.53
General Maintenance	\$17.43	\$18.00	\$18.42	\$18.74	\$18.90
Helper	\$15.37	\$15.94	\$16.44	\$16.79	\$17.08
<b>Custodial</b>					
<b>Building Leader - High School **</b>	\$14.54	\$15.05	\$15.44	\$15.75	\$16.07
<b>Building Leader - Middle School **</b>	\$14.27	\$14.78	\$15.13	\$15.41	\$15.71
<b>Building Leader - Elementary **</b>	\$13.89	\$14.39	\$14.82	\$15.10	\$15.38
Head Night - High School	\$13.89	\$14.39	\$14.81	\$15.05	\$15.38
Head Night - Middle School	\$13.63	\$14.14	\$14.54	\$14.85	\$15.15
Head Night - Elementary	\$13.44	\$13.93	\$14.33	\$14.60	\$14.90
Day Swing Custodian - High School	\$13.17	\$13.67	\$14.06	\$14.38	\$14.66
Swing Custodian	\$13.06	\$13.55	\$13.89	\$14.28	\$14.54
Custodian	\$12.92	\$13.43	\$13.81	\$14.09	\$14.39
Laundry Attendant/Custodian	\$12.92	\$13.43	\$13.81	\$14.09	\$14.39
<b>Grounds</b>					
Grounds Attendant 1 - Mechanical	\$17.46	\$18.04	\$18.39	\$20.78	\$20.97
Grounds Attendant 1 - Spec. License	\$17.34	\$17.89	\$18.26	\$18.47	\$18.81
Grounds Attendant 1	\$17.02	\$17.57	\$17.96	\$18.16	\$18.51
Grounds Attendant 2 - Truck Driver	\$15.90	\$16.49	\$16.94	\$17.35	\$17.65
Grounds Attendant 3	\$15.16	\$15.75	\$16.20	\$16.54	\$16.88



**Transportation**

Mechanic 1 / Group Leader	\$21.97	\$22.54	\$23.58	\$24.22	\$24.58
Mechanic 1 ASE Certified	\$19.88	\$20.66	\$21.08	\$21.82	\$22.00
Mechanic 1 NON ASE Certified	\$19.57	\$20.13	\$20.49	\$20.79	\$20.97
Mechanic 2	\$15.54	\$16.11	\$16.54	\$16.94	\$17.24
Garage Service Attendant	\$15.16	\$15.75	\$16.20	\$16.54	\$16.88
Bus Driver	\$14.73	\$15.30	\$15.74	\$16.07	\$16.40

**Food Service**

Kitchen Leader - High School	\$13.94	\$14.49	\$14.98	\$15.28	\$15.62
Kitchen Leader - Middle School	\$13.47	\$14.04	\$14.48	\$14.82	\$15.14
Cook/Baker - High School Prepack	\$11.88	\$12.40	\$12.95	\$13.26	\$13.58
Head Cashier - High School	\$11.77	\$12.30	\$12.82	\$13.13	\$13.45
Cashier	\$11.62	\$12.18	\$12.69	\$13.02	\$13.33
Salad Maker High School Prepack	\$11.77	\$12.30	\$12.82	\$13.13	\$13.45
Kitchen/Utility Helper	\$11.44	\$11.96	\$12.28	\$12.83	\$13.13
Elementary Server	\$11.44	\$11.96	\$12.28	\$12.83	\$13.13
Lunchroom Custodial Aide	\$11.44	\$11.96	\$12.28	\$12.83	\$13.13
Truck Driver	\$15.16	\$15.75	\$16.20	\$16.54	\$16.88

\*\* Formerly known as Group Leader

**2009 Salaries for NEW HIRES after 6/3/2003 (effective 5/11/2009)**

Maintenance	DAYS	Start	1 Year	5 Years	10 Years	15 Years
Master Mechanical		\$21.96	\$22.53	\$23.15	\$23.78	\$24.58
Master Electrician		\$24.04	\$24.61	\$25.39	\$26.16	\$26.66
Master Plumber		\$24.04	\$24.61	\$25.39	\$26.16	\$26.66
Electrician/Plumber Journeyman		\$21.06	\$21.63	\$22.04	\$22.46	\$22.59
Mech. 1 / Journeyman		\$20.43	\$21.00	\$21.41	\$21.82	\$22.47
Mechanic 1/ Master Mechanical		\$21.96	\$22.53	\$23.15	\$23.78	\$24.58
Gen. Maint. Journeyman		\$20.03	\$20.44	\$20.86	\$21.22	\$21.52
General Maintenance		\$17.43	\$18.00	\$18.42	\$18.74	\$18.91
Helper		\$15.36	\$15.94	\$16.35	\$16.76	\$17.08

**Custodial**

<b>Building Leader - High School **</b>	\$14.54	\$15.03	\$15.38	\$15.74	\$16.06
<b>Building Leader - Middle School **</b>	\$14.27	\$14.75	\$15.11	\$15.46	\$15.72
<b>Building Leader - Elementary **</b>	\$13.89	\$14.38	\$14.73	\$15.08	\$15.38
Head Night - High School	\$13.89	\$14.38	\$14.73	\$15.08	\$15.38
Head Night - Middle School	\$13.63	\$14.11	\$14.47	\$14.82	\$15.15
Head Night - Elementary	\$13.44	\$13.93	\$14.28	\$14.63	\$14.90
Day Swing Custodian - High School	\$12.53	\$12.89	\$13.24	\$13.50	\$13.78

Swing Custodian	\$12.35	\$12.71	\$13.06	\$13.33	\$13.60
Custodian	\$12.05	\$12.40	\$12.75	\$13.02	\$13.29
Laundry Attendant/Custodian	\$12.05	\$12.40	\$12.75	\$13.02	\$13.29
Weekend Custodian	\$12.05	\$12.40	\$12.75	\$13.02	\$13.29

### Grounds

Grounds Attendant 1 - Mechanical	\$18.38	\$18.80	\$19.16	\$19.52	\$19.88
Grounds Attendant 1 - Spec. License	\$17.34	\$17.76	\$18.12	\$18.48	\$18.89
Grounds Attendant 1	\$17.02	\$17.39	\$17.75	\$18.11	\$18.51
Grounds Attendant 2/Truck Driver	\$15.89	\$16.31	\$16.67	\$17.04	\$17.40
Grounds Attendant 3/Truck Driver	\$14.13	\$14.70	\$15.12	\$15.53	\$15.84

### Transportation

Mechanic 1 / Group Leader	\$21.97	\$22.55	\$23.58	\$23.99	\$24.58
Mechanic 1 ASE Certified	\$19.88	\$20.65	\$21.07	\$21.49	\$22.00
Mechanic 1 NON ASE Certified	\$19.57	\$19.62	\$20.04	\$20.45	\$20.97
Mechanic 2	\$15.54	\$16.11	\$16.53	\$16.94	\$17.24
Garage Service Attendant	\$14.13	\$14.70	\$15.12	\$15.53	\$15.84

Bus Driver	\$13.73	\$14.29	\$14.69	\$15.09	\$15.39
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### Food Service

Kitchen Leader - High School	\$13.93	\$14.44	\$14.81	\$15.17	\$15.61
Kitchen Leader - Middle School	\$13.46	\$13.97	\$14.34	\$14.70	\$15.14
Cook/Baker - High School Prepack	\$11.87	\$12.37	\$12.72	\$13.08	\$13.58
Head Cashier - High School	\$11.77	\$12.27	\$12.62	\$12.97	\$13.45
Cashier	\$11.67	\$12.17	\$12.52	\$12.87	\$13.33
Salad Maker High School Prepack	\$11.77	\$12.27	\$12.62	\$12.97	\$13.45
Kitchen/Utility Helper	\$11.41	\$11.92	\$12.27	\$12.62	\$13.14
Elementary Server	\$11.41	\$11.92	\$12.27	\$12.62	\$13.14
Lunchroom Custodial Aide	\$11.41	\$11.92	\$12.27	\$12.62	\$13.14
Truck Driver	\$14.13	\$14.65	\$15.01	\$15.37	\$15.84

\*\* Formally known as Group Leader

### 2009 Salaries for NEW HIRES after 3/25/2009

Maintenance	DAYS	Start	1 Year	5 Years	10 Years	15 Years
Master Mechanical		\$20.96	\$21.53	\$22.15	\$22.78	\$23.58
Master Electrician		\$23.04	\$23.61	\$24.39	\$25.16	\$25.66
Master Plumber		\$23.04	\$23.61	\$24.39	\$25.16	\$25.66
Electrician/Plumber Journeyman		\$20.06	\$20.63	\$21.04	\$21.46	\$21.59
Mech. 1 / Journeyman		\$19.43	\$20.00	\$20.41	\$20.82	\$21.47
Mechanic 1/ Master Mechanical		\$20.96	\$21.53	\$22.15	\$22.78	\$23.58
Gen. Maint. Journeyman		\$19.03	\$19.44	\$19.86	\$20.22	\$20.52

General Maintenance	\$16.43	\$17.00	\$17.42	\$17.74	\$17.91
Helper	\$14.36	\$14.94	\$15.35	\$15.76	\$16.08

### **Custodial**

<b>Building Leader - High School **</b>	\$13.54	\$14.03	\$14.38	\$14.74	\$15.06
<b>Building Leader - Middle School **</b>	\$13.27	\$13.75	\$14.11	\$14.46	\$14.72
<b>Building Leader - Elementary **</b>	\$12.89	\$13.38	\$13.73	\$14.08	\$14.38
Head Night - High School	\$12.89	\$13.38	\$13.73	\$14.08	\$14.38
Head Night - Middle School	\$12.63	\$13.11	\$13.47	\$13.82	\$14.15
Head Night - Elementary	\$12.44	\$12.93	\$13.28	\$13.63	\$13.90
Day Swing Custodian - High School	\$11.53	\$11.89	\$12.24	\$12.50	\$12.78
Swing Custodian	\$11.35	\$11.71	\$12.06	\$12.33	\$12.60
Custodian	\$11.05	\$11.40	\$11.75	\$12.02	\$12.29
Laundry Attendant/Custodian	\$11.05	\$11.40	\$11.75	\$12.02	\$12.29
Weekend Custodian	\$11.05	\$11.40	\$11.75	\$12.02	\$12.29

### **Grounds**

Grounds Attendant 1 - Mechanical	\$17.38	\$17.80	\$18.16	\$18.52	\$18.88
Grounds Attendant 1 - Spec. License	\$16.34	\$16.76	\$17.12	\$17.48	\$17.89
Grounds Attendant 1	\$16.02	\$16.39	\$16.75	\$17.11	\$17.51
Grounds Attendant 2/Truck Driver	\$14.89	\$15.31	\$15.67	\$16.04	\$16.40
Grounds Attendant 3/Truck Driver	\$13.13	\$13.70	\$14.12	\$14.53	\$14.84

### **Transportation**

Mechanic 1 / Group Leader	\$20.97	\$21.55	\$22.58	\$22.99	\$23.58
Mechanic 1 ASE Certified	\$18.88	\$19.65	\$20.07	\$20.49	\$21.00
Mechanic 1 NON ASE Certified	\$18.57	\$18.62	\$19.04	\$19.45	\$19.97
Mechanic 2	\$14.54	\$15.11	\$15.53	\$15.94	\$16.24
Garage Service Attendant	\$13.13	\$13.70	\$14.12	\$14.53	\$14.84

Bus Driver	\$12.73	\$13.29	\$13.69	\$14.09	\$14.39
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### **Food Service**

Kitchen Leader - High School	\$12.93	\$13.44	\$13.81	\$14.17	\$14.61
Kitchen Leader - Middle School	\$12.46	\$12.97	\$13.34	\$13.70	\$14.14
Cook/Baker - High School Prepack	\$10.87	\$11.37	\$11.72	\$12.08	\$12.58
Head Cashier - High School	\$10.77	\$11.27	\$11.62	\$11.97	\$12.45
Cashier	\$10.67	\$11.17	\$11.52	\$11.87	\$12.33
Salad Maker High School Prepack	\$10.77	\$11.27	\$11.62	\$11.97	\$12.45
Kitchen/Utility Helper	\$10.41	\$10.92	\$11.27	\$11.62	\$12.14
Elementary Server	\$10.41	\$10.92	\$11.27	\$11.62	\$12.14
Lunchroom Custodial Aide	\$10.41	\$10.92	\$11.27	\$11.62	\$12.14
Truck Driver	\$13.13	\$13.65	\$14.01	\$14.37	\$14.84

\*\* Formally known as Group Leader

**BUS AIDES SALARY SCHEDULE 2009-2012**

	<b>Step 0</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>Year 2008</b>	\$9.71	\$10.42	\$11.16	\$11.54

**ARTICLE 26B – SALARY SCHEDULE CLASSIFICATIONS**

Classifications which include salary differentials for Journeyman, State License and State Masters License are premised on the holding of a valid and current Journeyman’s card or appropriate license from a recognized and approved agency.

**ARTICLE 26C – SALARY SCHEDULE APPLICATORS LICENSE**

Staff who hold a valid Applicators (Pool) License and are responsible for maintaining the pool shall receive an additional .28 per hour.

**ARTICLE 26D – ROTATIONAL EMERGENCY CALL-IN TRANSPORTATION MECHANICS**

During the school year, the District will establish a rotational emergency call in procedure for weekend work. The transportation mechanics will be on call up to one (1) weekend per month during the school year.

Mechanics on call will be required to carry a phone or pager provided by the District, and will be required to respond to the Transportation Department emergencies as related to bus breakdowns or mechanical needs of the vehicles.

Transportation mechanics shall be paid one hundred dollars (\$100) per weekend when on call.

**ARTICLE 27 - GUARANTEE OF RIGHTS**

The parties agree that there shall be no discrimination against any employee because of the employee’s race, creed, color, sex, national origin, age, marital status or disability. The parties agree that the application of this Agreement, employment standards and other working conditions as an employee of the Bloomfield Hills Schools shall be applied without discrimination.

**ARTICLE 28 - DURATION OF AGREEMENT**

This Agreement is effective on January 1, 2009 and shall continue in full force and effect until December 31, 2012.

**Wage Reopener**

Either party may re-open the contract for the purpose of negotiating wages for the 2012 and 2013 calendar years, by serving written notice of such intent upon the other party no later than sixty (60) days prior to December 31, 2011. Such notice shall be served by registered or certified mail, return receipt requested. In the event of a timely reopening, the parties shall promptly arrange to meet for the purpose of negotiating wages for the 2012 and 2013 calendar years.

**Automatic One-Year Extension if Timely Notice to Open Contract not Provided**

If either party desires to cancel, terminate, modify, amend, add to, subtract from, or change the Agreement, notice of such intent shall be served by the moving party upon the other no later than sixty (60) days prior to December 31, 2013, setting forth the intention to cancel, terminate, or reopen the Agreement, as the case may be. Such notice shall be served by registered or certified mail, return receipt requested. In the event of a timely reopening, the parties shall promptly arrange to meet for the purpose of negotiating either a successor Agreement or modify, amend, add to, subtract from, or change this Agreement as requested.

If neither side serves upon the other a timely notice to reopen the Agreement in the manner set forth herein, then the Agreement shall automatically be extended for a period of one (1) additional year, which extension shall be subject to the reopening and extension provisions set forth herein.

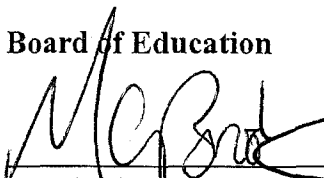
**Contract Ratification and Approval**

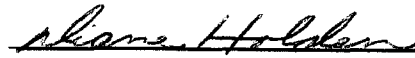
The parties reached a tentative Agreement on March 23, 2009. The Union ratified this Agreement on March 25, 2009 and the Board of Education approved the agreement on March 26, 2009.

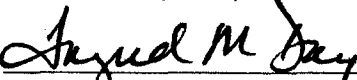
The parties have executed this Agreement by their duly-authorized representatives.

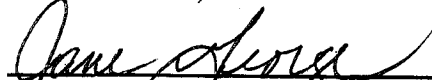
**Board of Education**

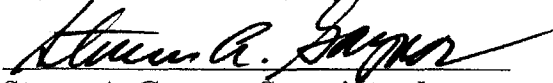
**Local 1628, AFSCME**

  
\_\_\_\_\_  
Martin C. Brook, President

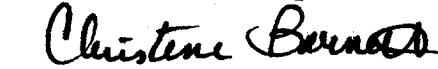
  
\_\_\_\_\_  
Diane Holden, President

  
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Ingrid Day, Secretary

  
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Jane George, Vice President

  
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Steven A. Gaynor, Superintendent

  
\_\_\_\_\_  
Kathy Sherrill, Staff Representative, Council 25

  
\_\_\_\_\_  
Christine Barnett, Chief Negotiator

## **APPENDIX**

1. APPENDIX A ..... Community Blue PPO Benefits-at-a-Glance/Agreement/Riders
2. APPENDIX B ..... Family and Medical Leave Regulation



## Community Blue<sup>SM</sup> PPO – Plan 12/20% Benefits-at-a-Glance for Bloomfield Hills Bd. of Education

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

### In-network

### Out-of-network

#### Member's responsibility (deductibles, copays and dollar maximums)

**Note:** Services from a provider for which there is no PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

	In-network	Out-of-network
<b>Deductibles</b>	\$1,000 for one member, \$2,000 for the family (when two or more members are covered under your contract) each calendar year <b>Note: Deductible waived if service is performed in a PPO physician's office.</b>	\$2,000 for one member, \$4,000 for the family (when two or more members are covered under your contract) each calendar year <b>Note: Out-of-network deductible amounts also apply toward the in-network deductible.</b>
<b>Copays</b>		
• Fixed dollar copays	\$30 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
• Percent copays	20% for general services (copay waived if service is performed in a PPO physician's office) and 50% for mental health care, substance abuse treatment and private duty nursing	40% for general services and 50% for mental health care, substance abuse treatment and private duty nursing
<b>Copay dollar maximums</b>		
• Fixed dollar copays	None	None
• Percent copays – excludes mental health care, substance abuse treatment and private duty nursing copays	\$2,500 for one member, \$5,000 for two or more members each calendar year	\$3,000 for one member, \$6,000 for two or more members each calendar year <b>Note: Out-of-network copays also apply toward the in-network maximum.</b>
<b>Dollar maximums</b>	\$1 million lifetime per covered specified human organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted for individual services	

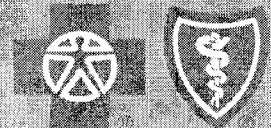
#### Preventive care services – \*Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year

Service	In-network	Out-of-network
Health maintenance exam – includes chest x-ray, EKG and select lab procedures	Covered – 100%*, one per calendar year	Not covered
Gynecological exam	Covered – 100%*, one per calendar year	Not covered
Pap smear screening – laboratory and pathology services	Covered – 100%*, one per calendar year	Not covered
Well-baby and child care	Covered – 100%* • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Not covered
Childhood immunizations as recommended by the Advisory Committee on Immunization Practices and the American Academy of Pediatrics	Covered – 100%*	Not covered
Fecal occult blood screening	Covered – 100%*, one per calendar year	Not covered
Flexible sigmoidoscopy exam	Covered – 100%*, one per calendar year	Not covered
Prostate specific antigen (PSA) screening	Covered – 100%*, one per calendar year	Not covered

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

bcbsm.com





**In-network**

**Out-of-network**

**Mammography**

Mammography screening	Covered – 80% after deductible	Covered – 60% after deductible
One per calendar year, no age restrictions		

**Physician office services**

Office visits	Covered – \$30 copay per office visit	Covered – 60% after deductible, must be medically necessary
Outpatient and home medical care visits	Covered – 80% after deductible	Covered – 60% after deductible, must be medically necessary
Office consultations	Covered – \$30 copay per office visit	Covered – 60% after deductible, must be medically necessary
Urgent care visits	Covered – \$30 copay per office visit	Covered – 60% after deductible, must be medically necessary

**Emergency medical care**

Hospital emergency room	Covered – \$50 copay per visit (copay waived if admitted or for an accidental injury)	Covered – \$50 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	Covered – 80% after deductible	Covered – 80% after deductible

**Diagnostic services**

Laboratory and pathology services	Covered – 80% after deductible	Covered – 60% after deductible
Diagnostic tests and x-rays	Covered – 80% after deductible	Covered – 60% after deductible
Therapeutic radiology	Covered – 80% after deductible	Covered – 60% after deductible

**Maternity services provided by a physician**

Prenatal and postnatal care	Covered – 100%	Covered – 60% after deductible
Includes care provided by a certified nurse midwife		
Delivery and nursery care	Covered – 80% after deductible	Covered – 60% after deductible
Includes delivery provided by a certified nurse midwife		

**Hospital care**

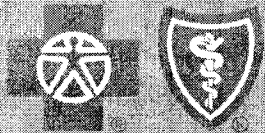
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies <b>Note:</b> Nonemergency services must be rendered in a <b>participating</b> hospital.	Covered – 80% after deductible	Covered – 60% after deductible
Unlimited days		
Inpatient consultations	Covered – 80% after deductible	Covered – 60% after deductible
Chemotherapy	Covered – 80% after deductible	Covered – 60% after deductible

**Alternatives to hospital care**

Skilled nursing care	Covered – 80% after deductible	Covered – 80% after deductible
Up to 120 days per member per calendar year		
Hospice care	Covered – 100%	Covered – 100%
Limited to dollar maximum that is reviewed and adjusted periodically		
Home health care – must be medically necessary	Covered – 80% after deductible	Covered – 80% after deductible
Home infusion therapy – must be medically necessary	Covered – 80% after deductible	Covered – 80% after deductible

**Surgical services**

Surgery – includes related surgical services and medically necessary facility services by a <b>participating</b> ambulatory surgery facility	Covered – 80% after deductible	Covered – 60% after deductible
Presurgical consultations	Covered – 100%	Covered – 60% after deductible
Colonoscopy	Covered – 80% after deductible	Covered – 60% after deductible
Voluntary sterilization	Covered – 80% after deductible	Covered – 60% after deductible



**In-network**

**Out-of-network**

**Human organ transplants**

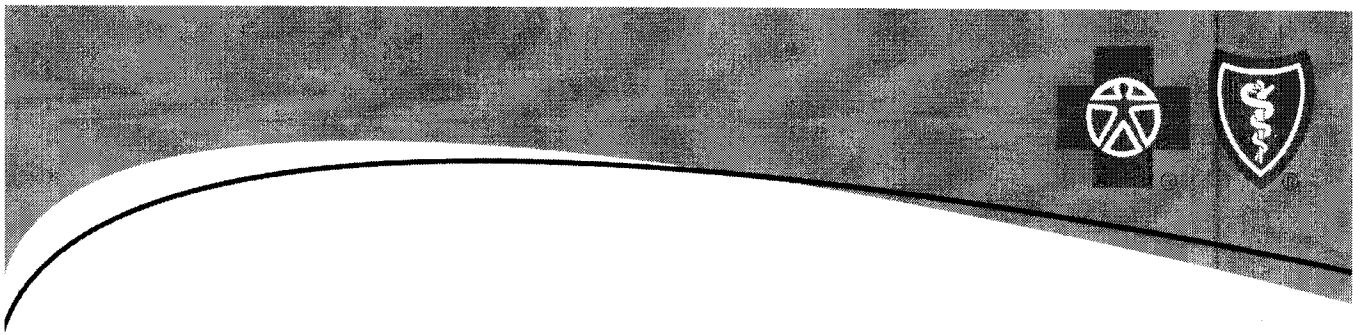
Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 100% Limited to \$1 million <b>lifetime</b> maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services	Covered – in designated facilities <b>only</b>
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 80% after deductible	Covered – 60% after deductible
Specified oncology clinical trials	Covered – 80% after deductible	Covered – 60% after deductible
Kidney, cornea and skin transplants	Covered – 80% after deductible	Covered – 60% after deductible

**Mental health care and substance abuse treatment**

Inpatient mental health care	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days	
Inpatient substance abuse treatment	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum	
Outpatient mental health care • Facility and clinic • Physician's office	Covered – 50% after deductible	Covered – 50% after deductible
	Covered – 50%	Covered – 50% after deductible
Outpatient substance abuse treatment – in approved facilities <b>only</b>	Covered – 50% after deductible	Covered – 50% after deductible
	Up to the state-dollar amount that is adjusted annually	

**Other covered services**

Outpatient Diabetes Management Program (ODMP)	Covered – 80% after deductible	Covered – 60% after deductible
Allergy testing and therapy	Covered – 100%	Covered – 60% after deductible
Chiropractic manipulation treatment and osteopathic manipulation treatment	Covered – \$30 copay per office visit Up to a maximum of 24 visits per member per calendar year	Covered – 60% after deductible
Outpatient physical, speech and occupational therapy	Covered – 80% after deductible	Covered – 60% after deductible
	Limited to a <b>combined</b> maximum of 60 visits per member per calendar year	
Durable medical equipment	Covered – 80% after deductible	Covered – 80% after deductible
Prosthetic and orthotic appliances	Covered – 80% after deductible	Covered – 80% after deductible
Private duty nursing	Covered – 50% after deductible	Covered – 50% after deductible
Prescription drugs	Not covered	Not covered



## Blue Preferred<sup>®</sup> Rx Prescription Drug Coverage with \$15 Generic / \$30 Formulary Brand / \$60 Nonformulary Brand Triple-Tier Copay Benefits-at-a-Glance for Bloomfield Hills Bd. of Education

This is intended as an easy-to-read summary and provides only a general overview of your benefits. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

**Note:** Effective October 1, 2006, the mail order pharmacy for **specialty drugs** changed to Option Care, an independent company. Specialty prescription drugs (such as Enbrel<sup>®</sup> and Humira<sup>®</sup>) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Option Care will handle mail order prescriptions only for specialty drugs while many retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Medco. (Medco is an independent company providing pharmacy benefit services for Blue members.) A list of specialty drugs is available on our Web site at [bcbsm.com](http://bcbsm.com). Log in under "I am a Member." If you have any questions, please call Option Care customer service at 866-515-1355.

	Network pharmacy	Non-network pharmacy
<b>Member's responsibility (copays)</b>		
<b>Tier 1</b> – Generic or prescribed over-the-counter drugs	\$15 copay for each drug	\$15 copay for each drug <b>plus</b> 25% of the BCBSM approved amount for the drug
<b>Tier 2</b> – Formulary brand-name drugs	\$30 copay for each drug	\$30 copay for each drug <b>plus</b> 25% of the BCBSM approved amount for the drug
<b>Tier 3</b> – Nonformulary brand-name drugs	\$60 copay for each drug	\$60 copay for each drug <b>plus</b> 25% of the BCBSM approved amount for the drug
Mail order (home delivery) prescription drugs	<b>Copay for up to a 34 day supply:</b> <ul style="list-style-type: none"> <li>• \$15 copay for each Tier 1 (generic) drug</li> <li>• \$30 copay for each Tier 2 (formulary brand) drug</li> <li>• \$60 copay for each Tier 3 (nonformulary brand) drug</li> </ul> <b>Copay for a 35 to 90 day supply:</b> <ul style="list-style-type: none"> <li>• \$30 copay for each Tier 1 (generic) drug</li> <li>• \$60 copay for each Tier 2 (formulary brand) drug</li> <li>• \$120 copay for each Tier 3 (nonformulary brand) drug</li> </ul>	No coverage

**Note:** If your prescription is filled by any type of network pharmacy, and you request the brand-name drug when a generic equivalent is available on the BCBSM MAC list and the prescriber has not indicated "Dispensed as Written" (DAW) on the prescription, you must pay the difference in cost between the brand-name drug dispensed and the maximum allowable cost for the generic **plus** the applicable copay.

**Note:** Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law.

**Note:** A **network** pharmacy is a Preferred Rx pharmacy in Michigan or a MedImpact pharmacy outside Michigan. MedImpact is an independent company providing pharmacy benefit services for Blue members. A **non-network** pharmacy is a pharmacy NOT in the Preferred Rx or MedImpact networks.

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

[bcbsm.com](http://bcbsm.com)

**Network pharmacy****Non-network pharmacy****Covered services**

"Rx only" drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
Prescribed over-the-counter drugs – when covered by BCBSM	Covered – 100% less plan copay	Covered – 75% less plan copay
State-controlled drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs <b>Note:</b> Needles and syringes have no copay.	Covered – 100% less plan copay for the insulin or other covered injectable legend drug	Covered – 75% less plan copay for the insulin or other covered injectable legend drug
Mail order (home delivery) prescription drugs – up to a 90-day supply of medication by mail from Medco (BCBSM network mail order provider)	Covered – 100% less plan copay	No coverage

**Features of your plan**

<b>BCBSM custom formulary</b>	<p>A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the formulary is to provide members with the greatest therapeutic value at the lowest possible cost.</p> <ul style="list-style-type: none"> <li>▪ <b>Tier 1 (generic)</b> – Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay, making them the most cost-effective option for the treatment.</li> <li>▪ <b>Tier 2 (formulary brand)</b> – Tier 2 includes brand-name drugs from the Custom Formulary. Formulary options are also safe and effective, but require a higher copay.</li> <li>▪ <b>Tier 3 (nonformulary brand)</b> – Tier 3 contains brand-name drugs not included in the Custom Formulary. Members pay the highest copay for these drugs.</li> </ul>
<b>Drug interchange and generic copay waiver</b>	<p>Certain drugs may not be covered for future prescriptions if a suitable alternate drug is identified by BCBSM, unless the prescribing physician demonstrates that the drug is medically necessary. A list of drugs that may require authorization is available at <a href="http://bcbsm.com">bcbsm.com</a>.</p> <p>If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay. If your physician rewrites your prescription for the recommended brand-name alternate drug, you will have to pay a brand-name copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.</p>
<b>Quantity limits</b>	<p>Select drugs may have limitations related to quantity and doses allowed per prescription unless the prescribing physician obtains preauthorization from BCBSM. A list of these drugs is available at <a href="http://bcbsm.com">bcbsm.com</a>.</p>
<b>Rider CI, Contraceptive injections Rider PCD, Prescription contraceptive devices Rider PD-CM, Prescription contraceptive medications</b>	<p>Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and "Rx only" oral or injectable contraceptive medications.</p> <p><b>Note:</b> These riders are only available as part of a prescription drug package. Riders CI and PCD are part of your medical-surgical coverage, subject to the same deductible and copay, if any, you pay for medical-surgical services. (Rider PCD waives the copay for services provided by a network provider.) Rider PD-CM is part of your prescription drug coverage, subject to the same copay you pay for prescription drugs.</p>



## Traditional Plus Dental Coverage Benefits-at-a-Glance for Bloomfield Hills Board of Education 67201/669

This is intended as an easy-to-read summary. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

### Network access information

- DenteMax PPO network** – DenteMax PPO dentists agree to accept our approved amount as payment in full and participate on all claims. DenteMax is an independent company that leases its network to BCBSM to provide access to Blues members. You'll also receive discounts on noncovered services when you use PPO dentists. You can choose from more than 83,000 dentist access points\* nationwide where dental services are available through our partnership with the **DenteMax** PPO network. To find a **DenteMax** dentist, please call 800-752-1547 or go to the DenteMax Web site at [dentemax.com](http://dentemax.com).
 

*\* A dentist access point is any place a member can see a dentist to receive high-quality dental care. For example, one dentist practicing in two locations would be two access points.*
- Blue Par Select<sup>SM</sup>** – Most dentists participate with the Blues on a "per claim" basis, so you should ask your dentist if he or she participates before every procedure. These dentists accept payment in full from BCBSM for covered services and you pay the dentist only applicable copays and deductibles, and any fees for noncovered services. You won't be balanced billed for any difference between our approved amount and the dentist's charge. We call this arrangement "Blue Par Select." To find a dentist who may participate with BCBSM, go to [bcbsm.com](http://bcbsm.com). Select the **Dental Professionals** subsection of "**Where You Can Go for Care**" page.

**Note:** If you receive care from a nonparticipating dentist, you may be billed for the difference between our approved amount and the dentist's charge.

### Member's responsibility (copays and dollar maximums)

<b>Copays</b>	25% for Class II and III services and 50% for Class IV services
<b>Dollar maximums</b>	
• Annual maximum (for Class I, II and III services)	\$1,000 per member
• Lifetime maximum (for Class IV services)	\$1,200 per member

### Class I services

Oral exams	Covered – 100%, twice per calendar year
A set (up to 4) of bitewing x-rays	Covered – 100%, twice per calendar year
Full-mouth and panoramic x-rays	Covered – 100%, once every 60 months
Prophylaxis (teeth cleaning)	Covered – 100%, twice per calendar year
Pit and fissure sealants – for members age 19 or under	Covered – 100%, once per tooth every 36 months when applied to the first and second permanent molars
Palliative (emergency) treatment	Covered – 100%
Fluoride treatment	Covered – 100%, two per calendar year
Space maintainers – missing posterior (back) primary teeth	Covered – 100%, once per quadrant per lifetime, for members under age 19

### Class II services

Fillings – permanent teeth	Covered – 75%, replacement fillings covered after 24 months or more after initial filling
Fillings – primary teeth	Covered – 75%, replacement fillings covered after 12 months or more after initial filling
Onlays, crowns and veneer fillings – permanent teeth	Covered – 75%, once every 60 months per tooth, payable for members age 12 and older
Recementing of crowns, veneers, inlays, onlays and bridges	Covered – 75%, three times per tooth per calendar year after six months from original restoration

[bcbsm.com](http://bcbsm.com)



**Class II services, continued**

Oral surgery including extractions	Covered – 75%
Root canal treatment – permanent tooth	Covered – 75%, once every 12 months for tooth with one or more canals
Scaling and root planing	Covered – 75%, once every 24 months per quadrant
Limited occlusal adjustments	Covered – 75%, <b>limited</b> occlusal adjustments covered up to five times in a 60-month period
Occlusal biteguards	Covered – 75%, once every 12 months
General anesthesia or IV sedation	Covered – 75%, when medically necessary and performed with oral or dental surgery
Adjustment of dentures	Covered – 75%, six months or more after it is delivered
Relining or rebasing of partials or complete dentures	Covered – 75%, once every 36 months per arch
Tissue conditioning	Covered – 75%, once every 36 months per arch
Repair and adjustments of partial or complete dentures	Covered – 75%

**Class III services**

Removable dentures (complete and partial)	Covered – 75%
Bridges (fixed partial dentures) – for members age 16 or older	Covered – 75%, once every 60 months after original was delivered
Endosteal implants – for members age 16 or older who are covered at the time of the actual implant placement	Covered – 75%, once per tooth in a member lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31

**Class IV services – Orthodontic services for dependents under age 19**

Minor treatment for tooth guidance appliances	Covered – 50%
Minor treatment to control harmful habits	Covered – 50%
Interceptive and comprehensive orthodontic treatment	Covered – 50%
Post-treatment stabilization	Covered – 50%
Cephalometric film (skull) and diagnostic photos	Covered – 50%

**Note:** For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination **before** treatment begins.



## Vision Care (A80) Coverage Benefits-at-a-Glance for Bloomfield Hills Board of Education 67201/669

This is intended as an easy-to-read summary. It is **not a contract**. Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

**Note:** Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both.

	Participating provider	Nonparticipating provider
<b>Member's responsibility (copays)</b>		
Eye exam	\$5 copay	\$5 copay
Prescription glasses (lenses and/or frames)	A combined \$7.50 copay	A combined \$7.50 copay
Medically necessary contact lenses	\$7.50 copay	Member responsible for difference between approved amount and provider's charge

### Eye exam

Eye exam by a physician or optometrist	Covered – \$5 copay	Covered – \$5 copay
One eye exam in any period of 24 <b>consecutive</b> months		

### Lenses and frames

Standard lenses, not to exceed 65 mm in diameter, when prescribed or dispensed by a physician, optometrist or optician	Covered – \$7.50 copay (one copay applies to both lenses and frames)	Covered – \$7.50 copay (one copay applies to both lenses and frames)
One pair of lenses, with or without frames, in any period of 24 <b>consecutive</b> months		
Standard frames	Covered – \$7.50 copay (one copay applies to both frames and lenses)	Covered – \$7.750 copay (one copay applies to both frames and lenses)
One frame in any period of 24 <b>consecutive</b> months		

### Contact lenses

Medically necessary contact lenses (must meet criteria of medically necessary)	Covered – \$7.50 copay	Covered – up to predetermined amount
One pair of contact lenses in any period of 24 <b>consecutive</b> months		
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	Covered – up to a maximum payment of \$35 per pair (member responsible for difference)	Covered – up to a maximum payment of \$35 per pair (member responsible for difference)
One pair of contact lenses in any period of 24 <b>consecutive</b> months		



# Group Enrollment & Coverage Agreement

Independent licensees of the Blue Cross Blue Shield Association

## Part C - Coverage Selection

<b>Company Name (Full Legal Name):</b> BLOOMFIELD HILLS BD OF ED	<b>Customer ID:</b> 112357
<b>Group(s) Covered:</b> 67201-669	
<b>Certificate/Rider Options:</b>	<b>Benefit Requested Date:</b> November 1, 2009

### MEDICAL/SURG.

Package: Non-Standard PPO Med/Surg

Certificates/Riders  
 Blue Cross Complementary Group Benefit Certificate 2  
 Blue Shield Complementary Option 1  
 Community Blue Group Benefits Certificate

ASC3696	BMT	CBC 40% NP	CBC20%P	CB-CM-NP \$3000
CB-CM-P \$2500	CBD\$1000P	CBD\$2000NP	CB-MHP	CB-OV30
CB-PCB	CB-PCM500	CI	DC	ECIP
GCP-D	GLE-1	GPC-SAT-2	PCD	PDC
SD	SOCT	TBHD		

### PRESCRIP. DRUG

Package: Non-Standard Drug

Certificates/Riders  
 Preferred Rx Plan Certificate

\$15/\$30/\$60	MOPD	PD-CM
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### DENTAL

Package: Non-Standard Dental

Certificates/Riders  
 Dental Options Group Benefit Dental Plan Certificate (DENOPT)  
 Schedule of Benefits - Dental (SCHEDULE)

### VISION

Package: Non-Standard Vision

Certificates/Riders  
 Series A80

ASC940
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### SELECTED PACKAGES & OPTIONAL RIDERS

Medical/Surg. Non-Standard PPO Med/Surg	Prescription Drug Non-Standard Drug	Dental Non-Standard Dental	Vision Non-Standard Vision
--------------------------------------------	----------------------------------------	-------------------------------	-------------------------------

As stated in the proposed rates, for effective dates of 10/01/07 and later, by making a change in your medical benefit plan, the Master Medical 65 coverage is no longer a part of the supplemental benefit plan.

Coordination of Benefits: COB1 - Pursue & Pay Aggressive      Coordination of Benefits Form must be attached

Funded Account Program:     Maintain     Cancel - attach group letter

HRA (Health Reimbursement Account):     Add     Maintain     Cancel - attach group letter

HSA (Health Savings Account):     Add     Maintain     Cancel - attach group letter

The Group agrees with all terms as stipulated in this Benefit Change, Part C and in specified Blue Cross Blue Shield of Michigan Health Care Certificate(s) and Rider(s). Do not sign this agreement unless a benefit description is enclosed.

Signature of Group Executive on behalf of the Group and the Group Health Plan:

*[Handwritten Signature]*

Date: 8/31/09

Signature of BCBSM Rep:

Date: \_\_\_\_\_

Signature of Agent:

Date: \_\_\_\_\_

Signature of Underwriter/Group Administration:

Date: \_\_\_\_\_



# **IMPORTANT**

**KEEP THIS RIDER WITH YOUR CERTIFICATE**

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**RIDER CB-MHP-2  
COMMUNITY BLUE – MENTAL HEALTH PARITY**

**AMENDS**

**COMMUNITY BLUE GROUP BENEFITS CERTIFICATE  
6225**

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Rider CB-MHP-2 amends the certificate named above to eliminate the benefit maximums that apply exclusively to mental health care and substance abuse treatment benefits.

This rider is effective when you, your employer or remitting agent is notified.



**An Independent Licensee of the Blue Cross and Blue Shield Association**

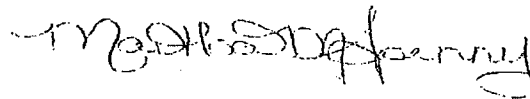
BLUE CROSS BLUE SHIELD OF MICHIGAN

Rider CB-MHP-2

Form 429B

**ACTUARIAL CERTIFICATION**

I certify that the base rates, monthly adjustment factors and retention schedule for the above certificates and riders are fair and reasonable. They have been computed in accordance with accepted actuarial principles and are not inconsistent with the Commissioner's orders for the applicable period.



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**Martha M. Spenny, A.S.A, M.A.A.A.**  
**Director, Small Group and Product Pricing**  
**Blue Cross Blue Shield of Michigan**

April 17, 2009

Your certificate is amended as follows:

**The following language is added to the “Deductible Requirements” subsection under the “What You Must Pay” section of your certificate:**

Panel and Nonpanel Providers

- Mental health services, including mental health procedures performed in the office of a panel provider, are subject to the same annual deductible amounts that apply to all other panel and non-panel services.

Substance abuse treatment is also subject to the same annual deductible amounts that apply to all other panel and non-panel services.

- The amounts of the panel and nonpanel deductibles are specified in the amended certificate and/or related riders.

**NOTE:** The provisions of this rider apply even when your coverage includes a deductible rider that may state otherwise.

**The following language is added to the “Copayment Requirements” subsection under the “What You Must Pay” section of your certificate:**

Panel and Nonpanel Providers

- Mental health services and substance abuse treatment are subject to the same member copayment amounts that apply to all other panel and non-panel services.
- The amounts of the panel and nonpanel member copayments are specified in the amended certificate and/or related riders.

**NOTE:** The provisions of this rider apply even when your coverage includes a member copayment rider that may state otherwise.

### Copayment Maximum

The member copayments for mental health services and substance abuse treatment are subject to annual copayment maximums: one for panel services and another for nonpanel services.

These copayment maximums are not combined with the copayment maximums that apply to all other covered services. However, the amounts of the copayment maximums are the same as those that apply to all other services and are described in the amended certificate and/or the related copayment maximum riders.

**NOTE:** The provisions of this rider apply even when your coverage includes a copayment maximum rider that may state otherwise.

**The following language is added to the “Lifetime and Annual Maximums” subsection under the “What You Must Pay” section of your certificate:**

- The specific annual and lifetime dollar maximums for mental health services and substance abuse treatment are removed.

**NOTE:** Mental health services and substance abuse treatment continue to apply to the overall lifetime dollar maximum of five million dollars (\$5,000,000) stated in your certificate.

## GENERAL

Until further notice, all the terms, definitions, limitations, exclusions, and conditions of your certificate and related riders remain unchanged and in full force and effect, except as provided in Rider CB-MHP-2.

### BLUE CROSS BLUE SHIELD OF MICHIGAN

**Daniel J. Loepf**  
**President and Chief Executive Officer**

Form No. 429B



Bureau Approved [tbd]

**BLOOMFIELD HILLS SCHOOLS**  
**FAMILY AND MEDICAL LEAVE REGULATION**

**1. PURPOSE**

**Basic Leave Entitlement.** Bloomfield Hills Schools Family and Medical Leave Policy allows eligible employees to take up to 12 work weeks of unpaid leave per year for their own serious health condition, childbirth, or to provide care for the employee's newborn child, newly-adopted child, newly-placed foster child, or a child, parent or spouse with a serious health condition. Further, certain eligible employees may receive up to 12 work weeks of unpaid leave for military exigencies, and up to a total of 26 work weeks of unpaid leave to care for a covered military service member.

Additional information and forms relating to Family and Medical Leaves are available from the Human Resources Department.

**2. DEFINITIONS**

- A. **"Leave Year".** The District has selected the following method for determining the "12-month period" for non-military related leave

The 12-month rolling backwards period. The 12-month rolling period is calculated backwards from the date the requested leave commences. This method determines FMLA leave entitlement based upon how much FMLA leave an employee has taken the preceding 12 months, measured backwards from the date the leave is to commence.

For "Military Caregiver Leave," the leave period begins the first day the leave begins, regardless of past non-military leave taken and regardless of the leave period for other FMLA qualifying leave.

- B. **"Spouse"** means a husband or wife, but does not include unmarried domestic partners. If both spouses work for the school district, their total leave in any 12-month period may be limited to an aggregate of 12-weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent. The aggregated amount of leave in a 12-month period is 26 weeks in situations where the leave is based on the care for a covered service member.
- C. **"Parent"** means biological, adoptive, step or foster parent, or any other individual who stood *in loco parentis* to the employee when the employee was a child. A parent-in-law does not meet this definition.
- D. **"Child"** means a son or daughter under age 18, or 18 years or older who is incapable of self-care due to mental or physical disability. Employees who are *in loco parentis* include those

with day-to-day responsibility for care and financially supports the "child". A biological or legal relationship is not necessary.

E. **"Next of Kin of a Covered Service Member"** means the nearest blood relative *other* than a spouse, parent, son, or daughter, in the following order: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provision, brother and sister, grandparent, aunt and uncle, and first cousin, unless the covered service member designated in writing another blood family member as his or her nearest blood relative for purposes of military caregiver leave.

F. **"Military Family Leave"** means either "Military Caregiver Leave" or "Qualifying Exigency" Leave as set forth below:

(1) **"Military Caregiver Leave."** An eligible employee may take up to 26 weeks of leave to care for a covered service member during a single 12-month period. The covered service member must be a current member of the Armed Forces, which includes membership in the National Guard or Reserves. The covered service member must have sustained the serious injury or illness in the line of duty while on active duty which may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

(2) **"Qualifying Exigency Leave."** An eligible employee with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may also use their 12-week leave entitlement to address certain qualifying exigencies. The Department of Labor defines qualifying exigencies as: (1) short-notice deployment (up to seven days from date of notification), (2) military events and related activities, (3) childcare and school activities, (4) financial and legal arrangements, (5) counseling, (6) rest and recuperation (up to five days for each instance), (7) post-deployment activities occurring within 90 days following the termination of active duty status, and (8) additional activities arising from the service member's active duty or call to active duty not encompassed in the other categories, but agreed to by the employer and employee.

G. **"Serious Health Condition"** means an illness, injury, impairment, or physical or mental condition that involves:

(1) inpatient care (an overnight stay);

(2) a period of incapacity from work requiring "continuing treatment" by a healthcare provider;

**"Continuing treatment"** by a healthcare provider must involve a period of incapacity of more than 3 **full** consecutive calendar days (including subsequent treatments or periods of incapacity relating to the same condition) that also involves either: (1) treatment of two or more times within 30 days of

the first day of incapacity by a healthcare provider; or (2) treatment on at least one occasion by a healthcare provider which results in a "regimen of continuing treatment under the supervision of the a healthcare provider." (e.g., a course of prescription drugs, physical therapy). The first (or only) in-person treatment visit to the healthcare provider must occur within 7 days of the first day of incapacity.

- (3) a period of incapacity from work due to pregnancy or for prenatal care;
- (4) a period of incapacity from work requiring treatment for chronic or permanent/long-term conditions (e.g., asthma, diabetes, epilepsy, cancer); or
- (5) a period of absence to receive multiple treatments by a healthcare provider for a non-chronic condition that, if left untreated, could result in a period of incapacity of more than 3 consecutive calendar days (e.g., dialysis for kidney disease or chemotherapy for cancer).

Unless complications arise, the common cold, flu, upset stomach, headache, routine dental problems and cosmetic treatments do not meet the definition of "serious health condition."

Please contact the Human Resources Department for a more complete definition of "serious health condition."

- H. "**Instructional Employee**" means a person whose principle function is to teach and instruct students in a class, a small group or an individual setting. This term includes teachers or auxiliary personnel principally engaged in direct delivery of instruction (e.g., signers for hearing impaired). This definition **does not include** auxiliary personnel such as counselors, teacher assistants, aides, psychologists, social workers, and non-instructional support personnel.
- I. "**District**" means the Bloomfield Hills Schools. This regulation shall be implemented by the Superintendent or his/her designee.

### 3. **GENERAL**

- A. **Eligibility.** An employee who has worked at least 1,250 hours during the 12-month period before commencement of the leave is eligible for FMLA leave after having completed at least 12 months of service, including previous service with the District up to 7 years before commencement of the leave. Instructional employees will not be eligible if it is clearly demonstrated that the employee did not work the requisite hours during the 12-month period.
- B. **Eligible employees may use FMLA leave for one or more of the following reasons:**
  - (1) The birth of a child and care for a newborn;
  - (2) The care for a newly-adopted child or child recently placed in an employee's home for foster care;



- (3) To care for a spouse, child (who is less than age 18, or 18 but incapable of self-care) or a parent (but not parent-in-law) who has a serious health condition;
  - (4) An employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job; or
  - (5) To address certain qualifying exigencies or care giving associated with a covered service member. The employee may be required to provide information supporting the need for military family leave.
- C. An eligible employee may take up to 12 weeks of unpaid leave during any 12-month period for a purpose which qualifies for a leave under the FMLA policy. As identified in Section 2.F.(1), an eligible employee may take up to 26 weeks "Military Caregiver Leave" measured from the first day the military-related leave commences during a single 12-month period.

An eligible part-time employee is entitled to leave on a pro-rata basis.

If spouses are both employed by the District and both are eligible for FMLA leave, spouses may take up to a combined total of 12 weeks of leave for the birth and care of a newborn child, the placement of a child in the spouse's home for adoption or foster care, or the care of a seriously ill parent. This limitation does not apply to the care of a spouse or child with a serious health condition or to the employee's own serious health condition. For example, if spouses each take 4 weeks to care for a newborn child, each spouse will have eight weeks remaining within the 12-month period to use for other kinds of FMLA leaves, if necessary.

Family leave to care for a newborn child or for adoption or foster care placement of a child must be completed within 12 months of the birth, adoption, or placement of the child.

#### 4. NOTICE

- A. **Notice by Employee.** The employee shall give notice for FMLA leave according to the following:
- (1) When the need for FMLA is *foreseeable* (i.e., for birth of a child, adoption, foster placement, or planned medical treatment for yourself or a family member or to care for a covered service member) 30-days notice is required. If the employee fails to give 30-days notice with no reasonable excuse, the District reserves the right to delay the employee's FMLA leave until at least 30-days after the leave request is made.
  - (2) When the need for FMLA leave is *unexpected*, absent unusual circumstances, the employee must provide notice to the Employer either the same business day or the next business day after the employee learns of the need for the FMLA leave.

With respect to both foreseeable and unexpected leave, employees must comply with District policies, work rules, collective bargaining provisions, and customary time off or call-in notice procedures.

At the time of requesting leave from work, the employee is required to complete District-approved forms for leave utilization. The District will provide District-approved forms which advise the employee of his/her FMLA rights and responsibilities. When any leave from work is requested, the District will inquire about the circumstances to determine if the requested leave appears to qualify as FMLA leave. Any leave request determined by the District to qualify as FMLA leave will be credited against the employee's FMLA leave for the 12-month period described in Section 2.A. of this policy.

- B. ***District Notification of FMLA Leave.*** Once the District receives sufficient notice that leave qualifies for FMLA leave, the District will (within 5 business days, absent extenuating circumstances) notify the employee, in writing, whether the employee is eligible for leave.

## 5. SUBSTITUTION OF PAID LEAVE TIME

Although FMLA leave is **unpaid**, there are several ways in which the District's policies or collective bargaining agreement (regarding salary continuation, sick days and vacation pay) may operate in conjunction with certain kinds of FMLA leaves to provide the employee with some income during the leave. If paid leave is available, and applicable, it shall run concurrently with the FMLA leave.

- ***Use of earned and/or accrued paid time off.*** When leave from work qualifies as FMLA leave is taken, an employee must first concurrently exhaust earned and/or accrued paid time off which will be credited against the FMLA leave. For example, if an employee has earned and/or accrued paid vacation or personal leave, the District may require that the employee first concurrently apply that leave time to his/her FMLA leave until the earned or accrued paid leave time is exhausted. The District may also require that any earned or accrued paid vacation or personal/sick leave be exhausted concurrently with the FMLA leave before the unpaid portion of the FMLA leave to care for the employee's own serious health condition or that of a spouse, child or parent (where permitted for the latter purpose under the contract or policy governing the employee). Any remaining FMLA leave to which the employee is entitled will then be taken on an unpaid basis.

## 6. MEDICAL CERTIFICATION

- A. If an employee requests FMLA leave due to a serious health condition or to care for a parent, child, or spouse with a serious health condition, or to attend to specific matters concerning covered service member, the employee may be required to provide medical certification from a healthcare provider of the serious health condition involved and, if applicable, verification that the employee is needed to care for the ill family member and for how long.
- B. The employee may be required to provide supporting information concerning military family leave. Forms for this purpose will be provided by the Administration when the employee notifies the District of the need for the leave. Employees must provide the requested medical certification within 15 days of being supplied with the necessary certification form from the Administration or a request for FMLA leave may be delayed or denied.

- C. After an employee submits the required medical certification, the District may require, at its option and expense that a medical certification be obtained from a healthcare provider of the District's own choosing to verify the need for the requested FMLA leave. If the first and second certifications differ, the District may require (at its option and expense) that a third certification be obtained from a third healthcare provider who is jointly selected by the prior two healthcare providers. The third medical certification will be final and binding on both parties. If the employee refuses to be examined by the third healthcare provider or refuses to cooperate in the examination, the employee will be bound by the second certification.
- D. The District may request medical recertification for leave taken because of an employee's own serious medical condition or the serious medical condition of a family member. Recertification may be requested pursuant to the following:
  - (1) The District may request recertification no more often than every 30 days and only in connection with the absence by the employee, unless paragraphs 2 or 3 below apply.
  - (2) If the initial medical certification indicates that the minimum duration of the condition is more than 30 days, the District will wait until the minimum duration expires or 6 months, whichever is less, before requesting a recertification, unless paragraph 3 applies.
  - (3) The District may request recertification in less than 30 days if: (a) an employee requests an extension of leave; (b) circumstances described by the previous certification have changed significantly; or (c) the District receives information that cast doubt upon the employee's stated reason for the absence or the continuing validity of the certification.

The employee must provide the requested recertification to the District within 15 calendar days unless it is not practicable under the particular circumstances to do so despite the employee's diligent good faith efforts. The District may ask for the same information as that permitted for the original certification. The employee has the same obligations to participate and cooperate in the recertification process as in the initial certification process. Any recertification requested by the employer shall be at the employee's expense.

## **7. INTERMITTENT/REDUCED LEAVE SCHEDULE**

- A. If an employee requests intermittent leave or a reduced leave schedule, the District may require the employee to explain why the intermittent/reduced leave schedule is necessary. An employee must meet with the District and attempt to work out a leave schedule which meets the employee's needs for leave without unduly disrupting the District's operations. The employee should meet with the District before treatment is scheduled. If the meeting takes place after treatment has been scheduled, the District may, in certain instances, require an employee to attempt to reschedule treatment.
- B. The District may assign an employee to an alternative position with equivalent pay and benefits, but not necessarily equivalent job duties that better accommodate the employee's intermittent or reduced leave schedule. The District may also transfer the employee to a part-

time job with the same rate of pay and benefits. A "light-duty" assignment, however, will not be considered FMLA leave. Where benefits (e.g., vacation) are based on the number of hours worked, the employee will receive appropriate benefits, based upon hours worked. When a transfer to a part-time position has been made to accommodate an intermittent or reduced-leave schedule, the District will continue group health benefits on the same basis as provided for full-time employees until the 12 (or 26 weeks for the care of a covered service member) weeks of FMLA leave are used.

- C. An intermittent and/or reduced leave schedule is available for an eligible employee to attend to a serious health condition requiring periodic treatment by a healthcare provider, or because the employee (or family member) is incapacitated due to a chronic serious health condition. An employee on pregnancy leave (unless a serious health condition is involved) or leave for care of an adopted, foster, or newborn child is not eligible for intermittent leave.
- D. If an eligible instructional employee requests intermittent or a reduced leave schedule to care for a family member having a serious health condition, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the instructional employee would be on leave for more than 20% of the total number of working days over the leave period, the District may require the instructional employee to choose either to:
  - (1) take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
  - (2) transfer temporarily to an available alternative position for which the instructional employee is qualified, which has equivalent pay and benefits and which better accommodates recurring leave periods than does the instructional employee's regular assignment.

## **8. BENEFITS**

- A. During the period of an approved FMLA leave, the District will continue the employee's health insurance premium uninterrupted. If the employee makes a contribution toward coverage, the employee must make arrangements to continue his or her contributions during the leave to continue the basic health insurance coverage at its existing level. An employee's failure to pay his or her share of health insurance premium during FMLA leave may result in loss of coverage if the employee's contribution is more than 30 days late. If the employee's premiums are in arrears, the District will provide the employee at least 15 days written notice that coverage will be dropped prior to cancelling coverage.
  - (1) Except as required under COBRA, the District's obligation to maintain health benefit premium contributions for an employee on FMLA leave ceases when:
    - a) the employment relationship would have terminated, irrespective of the FMLA leave (e.g., reduction in force); b) when the employee advises the District of his or her intent not to return from leave; or c) when the FMLA leave expires and the employee has not returned from leave.

- (2) Employee contributions will be required either through payroll deduction or by direct payment to the District. The employee will be advised in writing at the beginning of the leave as to the amount and method of payment. Employee contribution amounts are subject to any change in premium rates that occur while the employee is on leave.
- (3) If the District remits any employee premium contributions in arrears from the employee while on FMLA leave, the employee will be required to reimburse the District for delinquent payments (through authorized payroll deduction or otherwise) upon return from leave. If the employee fails to return from unpaid leave for reasons other than: a) the continuation, recurrence, or onset of a serious health condition of the employee or a covered family member, or b) circumstances beyond the employee's control, the District may seek reimbursement from the employee for the portion of the premiums paid by the District on behalf of that employee (also known as the "employer contribution") during the leave period, excluding the period where the District or the employee has substituted paid leave for FMLA leave.
- (4) An employee is not entitled to seniority or benefits accrual (e.g., holidays, vacations) during the unpaid leave, unless otherwise specified by the collective bargaining agreement or individual employment contract. An employee who takes FMLA leave will not lose any seniority or employment benefits that accrued before the date leave began.

**B. *Disability Plans and FMLA Leave:***

- (1) ***Workers' Compensation Leave.*** If the employee has a work-related illness or injury that qualifies as a "serious health condition" under this policy, leave from the job for which the employee receives workers' compensation payments will be considered FMLA leave. The employer and employee may agree to have paid leave supplement worker's compensation benefits, *i.e.*, where worker's disability compensation benefits provide replacement income for only a portion of the employee's salary.
- (2) ***Disability Plan Leave.*** The District may designate any employer-sponsored disability plan leave as FMLA leave.

**9. RETURN TO WORK**

- A. Upon conclusion of FMLA leave, an employee will be returned to the same position the employee held when leave began or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, provided the position remains.
- B. Periods Near the Conclusion of an Academic Term
  1. Leave five weeks before end of term: An instructional employee who begins a leave more than five weeks before the end of an academic term (semester) may be required to continue

on leave until the end of the term if the leave will last at least three weeks, and the return to work would occur within the last three weeks of the term.

2. Leave five weeks before the end of term for reasons other than employee's serious health condition: An instructional employee who begins a leave for a purpose other than his/her own serious health condition during the five-week period before the end of a term may be required to continue on leave until the end of the term if the leave will last more than two weeks, and the return to work would occur within the last two weeks of the term.

3. Leave three weeks before end of term for reasons other than employee's serious health condition: An instructional employee who begins a leave for a purpose other than his/her own serious health condition during the three-week period before the end of the term and the duration of the leave is more than five working days may be required to continue on leave until the end of the term.

- C. ***Fitness-for-Duty Certification.*** An employee shall submit a written statement from a physician which addresses the employee's ability to return to work and perform the essential functions of the position, consistent with District policy or collective bargaining agreement at least one (1) day prior to the scheduled return. In the case of intermittent or reduced schedule leave, where reasonable job safety concerns exist, the District may require the employee to provide a fitness-for-duty certification up to once every 30 days before he or she may return to work.

## 10. **KEY EMPLOYEES**

- A. ***Definition.*** A "key" employee is an eligible salaried FMLA-eligible employee who is among the highest paid 10% of District employees.
- B. ***Job Restoration.*** While the District will not deny FMLA leave to an eligible key employee, the District may deny job restoration to a key employee when the restoration to employment will cause the District substantial and grievous economic injury or substantial, long-term economic injury.
- C. ***Qualifications.*** Each employee who is designated as a "key" employee will be notified of that fact when he/she requests FMLA leave, or at the commencement of such leave, whichever occurs first; or if the notice cannot be given then because of the need to determine whether the employee is a key employee, as soon thereafter as practical.

In any situation in which the District determines that it will deny restoration or employment to a key employee, the District will issue a hand-delivered or certified letter to the key employee explaining the finding that the required injury to the District exists. Additionally, the District will inform the key employee of the potential consequences with respect to reinstatement and maintenance of health benefits should employment restoration be denied. When practical, the District will communicate this determination before the commencement of the FMLA leave; the key employee may then take FMLA leave or forego it. If the FMLA leave has already begun, the key employee will be provided a reasonable time in which to return to work after being notified of the District's intention – the decision cannot be made until the employee seeks to return to deny reinstatement.

- D. **Timelines.** If a key employee does not return to work in response to the District's notification of its decision to deny restoration of employment, the District will continue to provide the key employee with health benefits (to the extent of the FMLA leave period) and the District will not seek to recover its cost of health benefit premiums. A key employee's FMLA rights will continue until the employee gives notice that he/she no longer wishes to return to work or until the District denies reinstatement at the end of the leave. The key employee has the right, at the end of the FMLA leave, to request reinstatement and the District will reevaluate the extent of its injury due to the requested reinstatement based on the facts at that time.

If the District again determines that the reinstatement will still cause the injury, the key employee will be notified in writing by hand-delivered or certified letter of the denial of his/her reinstatement to employment. If the District finds that reinstatement will not result in the required injury, the key employee will be granted reinstatement.

## 11. **FAILURE TO RETURN FROM LEAVE**

An employee's failure to return to work upon expiration of FMLA leave will subject the employee to termination unless an extension is granted, as required by law or under a collective bargaining agreement. An employee who requests an extension of FMLA leave due to the continuation, recurrence, or onset of her or his own serious health condition, or of the serious health condition of the employee's spouse, child, or parent, must submit a written request for an extension to the Assistant Superintendent for Human Resources and Labor Relations. This written request should be made as soon as the employee realizes that she or he will not be able to return at the expiration of the leave period. Medical certification or recertification will be required to support any request for leave extension.

## 12. **FORMS**

The following forms, where applicable, must be filed with the Administration in accord with District policies and procedures:

WH-380-E Certification of Health Care Provider for Employee's Serious Health Condition

WH-380-F Certification of Health Care Provider for Family Member's Serious Health Condition

WH-381 Notice of Eligibility and Rights & Responsibilities

WH-382 Designation Notice

WH-384 Certification of Qualifying Exigency For Military Family Leave

WH-385 Certification for Serious Injury or Illness of Covered Service Member For Military Family Leave

Date Adopted: April 24, 2009

Legal Authority: Family and Medical Leave Act of 1993, P.L. 103-3; National Defense Authorization Act for FY 2008, P.L. 110-118.



## INDEX

Additional Life Insurance .....	49
Appeal .....	15, 18, 57
Arbitration .....	15, 16
Asbestos .....	55
Benefits .....	4, 5, 19, 20, 21, 26, 40, 48, 49, 50, 51, 52
Bereavement .....	41, 42
Bidding .....	6, 7, 8, 9, 14, 23, 28
Breaks .....	28
Bulletin Boards .....	38
Bumping .....	11, 12, 41, 52, 53
Cafeteria Benefit Plan .....	49
Call In Time .....	30, 35
Child Care Leave .....	38
Class Reimbursement .....	36
Classifications .....	25, 62
Commercial Driver License .....	38
Co-curricular Drivers .....	20, 22, 32, 57
Crossing Guard Duty .....	57
Demotion .....	3, 7, 8, 9
Dental .....	5, 49, 51
Dependent Life Insurance .....	49
Disability .....	5, 9, 10, 31, 33, 36, 43, 44, 47, 49, 51 52, 53, 54, 62
Discharge .....	5, 17, 18, 39, 42, 43, 47, 49, 55
Disciplinary Action .....	14, 17, 18
Distribution of Overtime .....	29
Driver Preparation .....	22
Dues .....	2, 3
Eligibility .....	5, 39, 44, 48, 50, 51
Employment Status .....	6
Exercise of Rights .....	3
Family and Medical Leave Act .....	39, 48
Family Illness .....	41, 42
Filling Vacancies .....	7, 20
Flexible Spending Account .....	52
Floating Holiday .....	19
Garage Schedule .....	24
Grievance .....	2, 5, 7, 8, 14, 15, 16, 17, 18, 24, 34 40, 52, 53, 55

Health .....	5, 38, 48, 49, 50, 53, 54
Health Care .....	48, 50, 53
Holiday Pay .....	5, 21, 22, 26, 28, 35, 44, 45
Holidays .....	12, 19, 20, 21, 28, 40, 41, 42, 44, 45
Hospitalization Insurance .....	48, 49, 52
Illness .....	7, 41, 42, 43
Inclement Weather .....	42
Insurance Benefits .....	19, 20, 48
IRS Rate .....	37
Jury Duty .....	43
Layoff .....	10, 11, 13, 17, 18, 47
Leave Bank .....	42
Leave Days .....	5, 19, 20, 21, 39, 41, 42, 43, 53, 55, 56
Leave of Absence .....	6, 13, 31, 36, 39, 40, 44
Life Insurance .....	5, 49, 50
Lockout .....	56
Longevity .....	6
Loss of Seniority .....	5
Maternity Leave .....	44
Medical .....	6, 13, 38, 39, 44, 48, 49, 50, 51, 52, 53
Mileage .....	37, 43
Military Leave .....	39
Move-Up Rate .....	28
Notice of Layoff .....	11
Overtime .....	5, 20, 21, 27, 28, 29, 30, 31, 33, 34, 35, 36
Personal Leave .....	33, 40, 41, 42
Personnel File .....	18
Posting .....	6, 7, 9, 10, 23, 38
PPO .....	50
Probationary Period .....	2, 5, 17, 31, 36, 40
Promotion .....	6, 7, 9, 10
Rates .....	1, 5, 56
Recall .....	5, 6, 11, 13, 47
Religious Holidays .....	41, 42
Representation .....	1, 5
Reprimand .....	17, 18
Retirement .....	47, 52, 55
Return from Leave .....	13, 39, 40
Rotational Emergency Call-in Transportation Mechanic .....	62
Run Assignment .....	23

Salary Schedules .....	58
Seniority .....	4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 20
	23, 24, 27, 29, 35, 36, 38, 39, 40, 54, 55
Severance .....	55
Shift Premium .....	57
Special Conferences .....	18
Special Education Drivers .....	21
Strike .....	56
Suspension .....	17, 18
Temporary Staff .....	13, 14
Trial Period .....	8, 9, 10, 11, 12
Uniforms .....	37
Union .....	1, 2, 3, 4, 5, 7, 8, 10, 12, 14, 15, 16, 17
	18, 19, 23, 25, 27, 35, 38, 40, 46, 55, 56, 57, 64
Union Security .....	2
Use of Leave Days .....	39, 42, 53
Vacation Pay .....	46, 47, 48
Vacations .....	46, 47
Vision .....	5, 51, 52
Workers' Compensation .....	6, 9
Working Hours .....	16, 19, 27, 30