

AGREEMENT

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

ARTICLE ONE (1) - PURPOSE AND INTENT

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

ARTICLE TWO (2) - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, the employer does hereby recognize the Union as the exclusive representative of all Skilled Trades and exclusive of secretaries, clerks, supervisory, administrative, and instructional personnel, for the purpose of collective bargaining in respect to pay, wages, hours of employment, and other conditions of employment for the term of this Agreement.

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

ARTICLE THREE (3) - UNION SECURITY

- A. During the terms of this Agreement, any employee who is a member or becomes a member of the Union after their probationary period shall maintain their membership as a condition of continued employment.
- B. All present employees who are not members of the Union shall, within sixty (60) calendar days of the execution date of this Agreement, and all future employees who do not join the Union shall, at the expiration of their probationary period, pay a service fee to the Union as a condition of continued employment for the term of this Agreement, either directly or through the check-off provisions as set forth in "Article Five" (5), on the following basis:

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

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

ARTICLE FOUR (4) - AID TO OTHER UNIONS

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

ARTICLE FIVE (5) - UNION DUES AND INITIATION FEES

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

B. Form for authorization for payroll deductions:

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

Authorization for Payroll Deduction Service Fee

EmployeeName: _____
Employer Name: _____
Effective Date: _____

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

Employee's Signature: _____

Number & Street Address: _____

City and State: _____

Authorization for Payroll Deduction

Employee Name: _____

Employer Name: _____

Effective Date: _____

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

Employee's Signature: _____

Number & Street Address: _____

City and State: _____

ARTICLE SIX (6) - STEWARDS AND REPRESENTATION

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

ARTICLE SEVEN (7) - SPECIAL CONFERENCES

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

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

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

ARTICLE EIGHT (8) - GRIEVANCE AND ARBITRATION

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

STEP ONE (1)

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

STEP TWO (2)

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

STEP THREE (3)

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

STEP FOUR (4)

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

STEP FIVE (5)

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

local president shall not lose time for any time spent at those steps of the grievance procedure. Meetings called for in Steps Four (4) and Five (5) shall be at a mutually agreed time.

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

ARTICLE NINE (9) - MAINTENANCE OF STANDARDS

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

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

ARTICLE TEN (10) - SEPARABILITY AND SAVINGS CLAUSE

- A. If any article or section of this Agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the

remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

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

ARTICLE ELEVEN (11) - STRIKES AND LOCKOUTS

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

ARTICLE TWELVE (12) - DISCHARGE

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

- C. Step Four (4) (Mediation). Mediation shall be an optional step to the Union.
- D. This provision is not applicable to an employee during their probationary period.
- E. The employer shall limit their use of the employee's past record with regard to prior discipline to a period of two (2) years.
- F. The employer shall limit use of the employee's past record in regard to prior discipline to a period of two (2) years.
- G. Union and/or employee may take up a discipline at Step Two (2) of the grievance procedure if they feel said discipline was unjust.

ARTICLE THIRTEEN (13) – PROGRESSIVE DISCIPLINE

- A. The employer shall not discipline an employee without just and stated cause. In so disciplining an employee, written notice of the complaint must be given to the employee within five (5) working days of occurrence. A copy of such notice shall also be given to the steward. Unless such written notice is given to the employee, the employer may not use it as evidence against such employee.
- B. Dismissal, suspension, and/or any other disciplinary action shall be stated with causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee within ten (10) working days. The employee, at their option, may notify the Union. Among the causes which may be deemed sufficient for dismissal, suspension, demotion, or other disciplinary action are the following:
 1. Unauthorized or excessive absence from work;
 2. For imprisonment following the conviction of any felony criminal act;
 3. On the job conduct unbecoming any employee in the public service;
 4. Disorderly or immoral conduct;
 5. Incapacity due to mental or physical disability;
 6. In competency or inefficiency;
 7. Insubordination;
 8. Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicating beverage in any degree whatsoever;
 9. Neglect of duty (refusal or failure to perform job assignment);
 10. Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment;
 11. Violation of any lawful regulation or order made by a supervisor;
 12. Willful violation of any provisions of this contract;
 13. Deliberate falsification of records and reports;

14. Conviction of a traffic violation while driving a District vehicle;
15. Failure to pass state of federally mandated drug and alcohol tests; and
16. Violation of the District's smoking policy.

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

ARTICLE FOURTEEN (14) - SENIORITY

A. PROBATIONARY EMPLOYEES

1. Seniority shall commence after sixty (60) days worked and shall be retroactive to the date the employee commences regular full time work. If more than one (1) employee commences work on the same day, the order of hiring shall determine the order of seniority. The Union shall represent probationary employees for the purposes of rates of pay, wages, hours, and other conditions of employment as set forth in this Agreement, except discharged or disciplined employees for other than Union activity. After sixty (60) days worked, the employee shall be placed on the regular seniority list with seniority retroactive to the date of hire as a regular full time employee.
2. The first premium of hospitalization insurance for a probationary employee shall be paid by the employer for the month in which the employee shall have accrued thirty (30) working days probation.
3. Benefits from the leave day programs other than holiday leave shall be in accordance with the employee's date of hire and will be available to the employee after and if he completes the probationary period.
4. A probationary employee must work twenty (20) days before he is entitled to holiday pay.

B. TEMPORARY EMPLOYEES

1. Temporary employees (maximum of six (6) or more by mutual agreement) are those employees, high school students, college students or other persons hired to work for the purpose of assisting skilled trades. However, before assigning temporary employees, management will notify and discuss with the skilled trades the name of the temporary employees, location, duties, qualifications, and duration of assignment.
2. Temporary employees shall not accrue seniority.
3. Temporary employees shall be outside the coverage of the contract.

4. Temporary employees shall not be used to avoid posting a full time position, which is vacant as described in “Article Fifteen” (15) entitled Job Openings.
5. Temporary employees replacing the regular workforce for vacations, leaves, etc. must have the proper license and experience for the assigned task. Recommendations shall be sought from the skilled trades group.

C. SENIORITY LISTS

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

D. LOSS OF SENIORITY RESULTING IN TERMINATION

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

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

E. EMPLOYEE LEAVING THE BARGAINING UNIT

1. If an employee works for the employer in a position outside the bargaining unit, he shall lose all seniority after six (6) calendar months in the non-bargaining unit position. If they return within six (6) calendar months, they shall return to this former position with accumulated seniority. In the event of a layoff, the employee shall have recall rights up to their length of seniority. Once the employee refuses a position, their recall rights are terminated.

ARTICLE FIFTEEN (15) - JOB OPENINGS

- A. When a vacancy occurs, the Employer will post the vacancy within thirty (30) working days of said vacancy. If the Employer elects not to fill the

vacancy, the Union will be notified.

- B. The job bid will be posted for fourteen (14) working days. It will identify the Classification, job description, wage rate and hours.
- C. Applications will be filed with the Bedford School Human Resources department. Seniority will be the governing factor, provided the applicant has the ability and qualifications. A committee involving both parties will review and interview all applicants.
- D. The successful bidder will have a thirty (30) day working day trial period unless the employee has previously held the job on or before the thirtieth (30th) working day, if the employee does not want the job, the employee will revert back to the job the employee vacated.
- E. When an skilled tradesman is known to be absent for a period of more than sixty (60) workdays, then the employer agrees to post the position as a vacancy. The employee who is on the prolonged absence shall have the right to return to their former position or to a position for which their seniority and ability allows for a period of time up to a maximum of two (2) years from the date the absence began.

The employee who is on the prolonged absence shall have the right to return to a position for which their seniority and ability allows for a period of time up to a maximum of two (2) years from the date the absence began.

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

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

ARTICLE SEVENTEEN (17) - LAY-OFFS

- A. The word "lay-off" means a reduction in the work force due to a decrease of work or lack of operating funds.
- B. In the event that it becomes necessary to temporarily reduce the working force, employees shall be laid off and recalled according to seniority, provided the senior employee has the ability and the qualifications to perform the job. On lay-offs, temporary, probationary, and substitute employees, full and part time, shall be laid off first. It shall be further understood that in the event of a lay-off, the Union and management will meet and discuss all aspects of the lay-off to make sure the contract is adhered to and an orderly lay-off process is followed. The seniority list will be updated at this point for lay-off purposes.
- C. Employees to be laid off shall have at least two (2) weeks' notice of the lay-off. The local Union president shall receive a list from the employer of the employees being laid off on the date the notices are issued to the employees.
- D. Anything above notwithstanding, and regardless of their positions on the seniority list, the president and chief steward shall, in that order, in the event of a lay-off, be continued at work on the first open job in the unit, which they can perform.
- E. Employees who are displaced because of job elimination or lay-off shall have the right to replace other workers in the same classification or lower in this bargaining unit with less seniority.

ARTICLE EIGHTEEN (18) - RECALL PROCEDURE

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

ARTICLE NINETEEN (19) - LINE OF RESPONSIBILITY

Skilled trades employees shall be directly responsible to the Director of Building, Grounds, and Maintenance or designee.

ARTICLE TWENTY (20) – PART TIME EMPLOYEES

A part time employee is defined as an employee who is scheduled to work more than twenty hours per week but less than a full time employee.

Part time employees will be chosen based on the specific district need (helpers for carpenters will have to show interest in a carpenter like career, electrical helpers in an electrical career, etc).

Part time employees shall not be used to avoid filling full time positions.

Part time employees shall be paid holiday pay commensurate to the hours worked the week before and the week after the holiday.

Part time employees are not eligible for any other benefits including vacation pay, sick pay, or hospitalization coverage.

The skilled trades person involved with part time employees will be consulted and be made part of the interviewing team.

ARTICLE TWENTY-ONE (21) - SUPPLEMENTAL AGREEMENTS

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

ARTICLE TWENTY-TWO (22) - RECORD EXAMINATION

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

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

ARTICLE TWENTY-THREE (23) - BULLETIN BOARDS

- A. The employer shall provide space on bulletin boards in the skilled trades area building. Space will be reserved for the following:

1. Notice of Union meeting;
 2. Notices of Union elections and their results, where said notice pertains to Local #2071; and
 3. Notices of Union recreational and social events.
- B. The Union agrees on behalf of its membership that it will not destroy, mutilate, or deface material placed on the bulletin board by the employer. No political material may be placed upon the bulletin board.

ARTICLE TWENTY-FOUR (24) - SAFETY

- A. The employer shall maintain reasonable safety precautions at all times. Under no circumstances will an employee be required or assigned to work involving dangerous equipment, or in violation of an applicable status, court order, or governmental regulation relating to safety of person or equipment.
- B. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such report shall be made on a suitable form furnished by the employer. The employer shall not require an employee to use equipment that has been reported as being in an unsafe operating condition until it has been repaired, reviewed, or approved as being safe.
- C. When there is a question as to whether the equipment is or is not in a safe operating condition, the local Union president and the Director of Building, Grounds, and Maintenance shall forthwith review the equipment, situation, and condition in a meaningful attempt to rectify any alleged unsafe condition. During such time the employee shall not be required to operate such equipment if it presents a danger to their health or safety. If the matter remains unsettled, the employee and/or Union would have the right to proceed with the complaint through the grievance procedure beginning at Step Three (3).
- D. No employee shall be asked to engage in any work of danger that takes trained personnel; i.e., bomb scare, high voltage lines, etc.
- E. The employer shall provide for the safety and health of its employees and will provide protective devices and other equipment necessary to protect the employee from injury or sickness caused by unsafe conditions. Approval for reasonable safety shoe reimbursement for skilled trades employees, will be made by the Director of Building, Grounds, and Maintenance or Maintenance Supervisor. In addition, once each two (2) years the employer will pay one-half (1/2) the cost of prescription safety glasses that must be purchased

through the employer's program, however, the employer will not pay the cost of the physician's examination to obtain the prescription.

- F. The Board will purchase up to six (6) uniforms a year for skilled trades employees, up to a maximum of two hundred and fifty dollars (\$250), not to include cleaning, etc. The Board will provide information for purchase of same.
- G. Necessary foul weather and protective clothing will be provided to the skilled trades employees as determined by the Director of Building, Grounds, and Maintenance or designee.

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

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

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

- A. The Board, on its own behalf and on behalf of the electors of the school District, hereby retains and reserves unto itself, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the school code and the laws of the state, the constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control its business, its equipment, and its operations, and to direct the working forces and affairs of the entire school system within the boundaries of the school District of Bedford;
 - 2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and schedule all the foregoing;
 - 3. Direct the working force, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay-off employees;

4. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods, and processes of carrying on the work;
 5. Determine the qualifications of employees, including physical conditions.
 6. Adopt rules and regulations;
 7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, division or sub-divisions thereof and the relocation or closing of offices, departments, divisions or sub-divisions, buildings, or other facilities;
 8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;
 9. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.
- B. It is further recognized that the Board, in meeting such responsibility and exercising its powers and rights, acts through its administrative staff.
- C. The listing of specific management rights in this agreement is not intended to be nor shall be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.
- D. The Board shall continue to have the exclusive right to establish, modify, or change any conditions except those covered by provision of this Master Agreement.

ARTICLE TWENTY-SEVEN (27) - LEAVES OF ABSENCE

- A. Leave of absence without pay may be granted for any reasonable causes. These leaves are to be agreed upon by the employer and the Union. The maximum leave of absence shall not exceed two (2) months. No leave shall be granted to obtain other employment.
- B. Any employee on sick leave who has exhausted all sick leave and vacation time and is not receiving any compensation shall be considered to be on sick leave without pay, not on leave of absence without pay. When the employee returns to work, they will be placed in their former position. Without clearance from the school physician, the employer shall not be required to reinstate any person who is not medically capable of performing the duties applicable to their position. However, if there is a position for which the employee can perform, the parties shall meet in special conference to resolve the issue.

- C. Employees may be granted a leave of absence without pay, not to exceed one (1) month in a calendar year, for education purposes for attending conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skills or knowledge with reference to their work or position. Such leave, however, shall be limited to no more than three (3) employees per year.
- D. MATERNITY LEAVE - The maternity/pregnancy of an employee shall be deemed an illness, therefore, the employee is eligible for all benefits provided in "Article Thirty-Four" (34) - SICK LEAVE.
- E. PARENTAL LEAVE - An employee who, having completed one (1) year of service, shall be granted a leave of absence not to exceed one (1) year for the reasons of birth or adoption of a child, acquires a family by marriage, or assumes legal responsibility of a family.
- F. FAMILY MEDICAL LEAVE - The employer agrees to abide by the Family and Medical Leave Act. A family medical leave shall be in addition to the leaves in this Article. The employee shall be placed in their former position in accordance with Section B of this Article.
- G. UNION BUSINESS - A member of the Union selected by the Union to participate in Union business, conferences, seminars or conventions, shall be granted a leave of absence without pay at the request of the Union, provided at least two (2) weeks' notice is given. A leave of absence for such Union activity shall not exceed one (1) month; nor shall more than three (3) such leaves be granted for such a leave during a calendar year.
- H. All employees granted a leave of absence for one (1) month or more shall notify the employer of their intention to return to work within five (5) working days of the expiration date of the leave of absence (except for maternity leave as set forth above.)
- I. An employee may return to work prior to the expiration of a leave of absence, provided the employee gives the employer at least three (3) working days' notice of their desire to return. The employer may, at its discretion, waive the notice requirement on a case-by-case basis.
- J.
 - 1. Any request for a leave of absence shall be submitted in writing by the employee to the employer prior to the leave. Failure to file a timely request may be considered as a no-call no-show. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.
 - 2. Authorization for a leave of absence shall be furnished to the employee by the employer and it shall be in writing.

3. Any request for a leave of absence shall be answered within 10 working days.
 4. In addition to accruing seniority while on any leave of absence granted under the provisions of this article, the employee shall be returned to the position they held at the time the leave of absence was requested.
 5. Upon the employee's return from a leave of absence, they will receive all seniority rights and all benefits shall be based on their total length of service that shall include their leave time.
- K. Absence for other than illness may be granted on approval by the Director of Building, Grounds, and Maintenance. Any such request should be made at least one (1) week prior to the date of anticipated absence.

ARTICLE TWENTY-EIGHT (28) - MILITARY SERVICE

An employee called for National Guard duty or training shall be compensated for the difference between their regular pay and the gross amount received for the performance of such obligation. The employee shall present to the Director of Buildings & Grounds a signed statement from his commanding officer or the officer's designee stating the gross amount paid for this service to the Assistant Superintendent of Human Resources. Reimbursement under this paragraph shall be limited to thirty (30) calendar days.

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

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

ARTICLE THIRTY (30) - HOLIDAYS

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

The employee is allowed one (1) day every contract for licensing purposes.

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

ARTICLE THIRTY-ONE (31) - VACATIONS

- A. Vacation days shall be computed according to the following schedule:

| | |
|--|---|
| Zero (0) to seven (7) completed years of service - | One (1) day per month |
| Over seven (7) completed but less than fifteen (15) years of service - | One and one-half (1-1/2) days per month |
| Over fifteen (15) complete years of service - | Two (2) days per month |

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

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

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

The employee who accumulates compensatory time will have one (1) year from that accumulated date to use compensatory time or it will be paid out at the rate accumulated.

ARTICLE THIRTY-TWO (32) - JURY DUTY

An employee called for jury duty or subpoenaed as a witness to give testimony before any judicial tribunal agree that monies paid to the employee shall be given to the district; the district agrees to pay employee for the day wages. The employee may keep any mileage reimbursement given.

ARTICLE THIRTY-THREE (33) - OCCUPATIONAL DISABILITY

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

ARTICLE THIRTY-FOUR (34) - SICK LEAVE

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

- A. Any employee absent from duty due to illness or injury shall be paid full salary for the period of said absence covered by earned sick leave.
- B. Sick leave is accumulated on the basis of one (1) day per month of employment.
- C. The number of days of sick leave not used during the year shall be unlimited in accumulation.
- D. Upon retirement, employees shall receive a full day's pay for each unused accumulated sick day not to exceed twenty-five (25) days. Beginning on the twenty-sixth (26th) day, each unused accumulated sick day will pay one-half (1/2) day's pay, not to exceed one hundred (100) days. Beginning with the one hundred and first (101) day, each unused accumulated sick day will be paid at fifty dollars (\$50) per day not to exceed one hundred and twenty-five (125) days.
- E. Upon the death of an employee, payment of unused sick leave as per Section D shall be made to the employee's spouse or, if the employee is single, to the employee's estate.

- F. A medical certificate may be required by the supervisor at the employee's expense as evidence of an employee's illness or injury if the employee is sick or injured for three (3) or more consecutive working days.
- G. An employee who reports on sick leave must notify the home or office of the Director of Building, Grounds, and Maintenance prior to their starting time before compensation will be allowed except in cases of emergency. An employee must report or make arrangements each day of sick leave.
- H. In the case of pregnancy, an employee will provide a two (2) week notice or notice as soon as possible.
- I. An employee absent due to the illness of members of his family may choose to deduct these days from his sick leave. Family is to be defined as: father, mother, brother, sister, husband, wife or child. Absence due to extremely serious illness of a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother or grandfather may also be deducted from these days if the employee chooses.
- J. Employees covered by the terms of this contract may use three (3) days per year for personal business, effective July 1, 2005. These days will not be deducted from accumulated sick leave days; however, if these days are not used for personal business days, they will be added to the vacation bank at the end of the fiscal year. Forms to request the use of personal business days are provided by the Board and rules governing the use of personal business days are found on the request form. All requests for personal time off (i.e., vacation day (s), personal business day (s), and days without pay) require one (1) working day notice, except in case of emergency. Requests must be submitted to the Director of Building, Grounds, and Maintenance. Employees shall not be required to give a reason for the use of a personal business day.
- K. Sick leave accrued shall not be disturbed in any of the following cases:
 - 1. Absence on leave without pay.
 - 2. Transfer from one (1) classification or department to another.
 - 3. Full time employee recalled from lay-off.
- L. The Director of Building, Grounds, and Maintenance shall certify to the legitimacy of a claim for compensation for absence.
- M. Days already accumulated by a full time employee prior to the adoption of this policy shall remain in force.

- N. Employees reporting at the beginning of their work period, who are forced to leave anytime after three (3) hours of work because of illness or death in the family, shall be counted absent one-half (1/2) day. Employees that are forced to leave before three (3) hours of work for the same reasons shall be counted absent for a full day.
- O. In the event of a contagious disease, the employee's reinstatement can be made only after medical clearance.
- P. Three (3) additional months hospitalization premiums shall be paid by the employer when an employee is sick or injured and has exhausted his sick leave and vacation leave.
- Q. If an employee has perfect attendance (nothing charged against sick leave and no time off without pay) they will be given one (1) extra day of sick leave for the period from July 1 to December 31 and one (1) day for the period January 1 to June 30.
- R. Annual attendance bonus will be paid by the semester (Example: July 1 to December 31 and January 1 to June 30) in the amount of three hundred dollars (\$300) per semester for perfect attendance. Two hundred and fifty dollars (\$250) per semester for one (1) sick day absence.

ARTICLE THIRTY-FIVE (35) - BEREAVEMENT LEAVE

Leaves of absence with pay not chargeable to any other leave allowance shall be granted for the following reasons:

A maximum of five (5) days will be allowed for a death in the immediate family. Immediate family shall be interpreted as father, mother, father-in-law, mother-in-law, brother, sister, spouse, child, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild. Step relatives within the definition of the immediate family shall include step-mother, step-father, step-sister, step-brother, step-child, and step-grandchild. A maximum of three (3) days will be allowed for the death of a grandparent, resident dependent of the immediate household, legal guardian, or step-in-law (father, mother, sister, brother, daughter, or son). A maximum of one (1) day will be allowed for the death of a niece, nephew, aunt, or uncle. If travel time is necessary, the Assistant Superintendent of Human Resources shall determine the length of reasonable travel time allowed. A request for such leave shall be made within three (3) working days of appropriate notification of the death.

ARTICLE THIRTY-SIX (36) - REPORTING TIME

Any employee reporting for work on their regular scheduled time who is sent home through no fault of their own shall be paid for four (4) hours work at the regular rate

of pay, but the employee must remain available for work for the four (4) hour period they are being paid.

ARTICLE THIRTY-SEVEN (37) - PAID FOR TIME

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

ARTICLE THIRTY-EIGHT (38) - WORK WEEK

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

ARTICLE THIRTY-NINE (39) - CALL IN TIME

Any skilled trades employee that is called to work outside their regular assigned working hours shall receive a minimum of three (3) hours' compensation.

ARTICLE FORTY (40) - PAY DAYS

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

ARTICLE FORTY-ONE (41) - OVERTIME AND PREMIUM ROTATION

- A. Any hours worked over a regular eight (8) hour shift will be paid at the minimum rate of time and one-half (1 1/2).
- B. Overtime shall be allowed under emergency conditions and must be approved by the Director of Building, Grounds, and Maintenance in advance.

- C. All work on Saturday will be at a rate of time and one-half (1 1/2) the employee's regular pay rate. All work on Sunday will be at the rate of double time (2). A non-working employee will receive straight time for applicable holidays; therefore, an employee who works on a holiday will receive straight time and time and one-half, equaling that of two and one-half (2 1/2) times the regular pay rate total.
- D. All time worked on emergency basis over eight (8) hours per day or forty (40) hours per week shall be considered as overtime pay. All paid leave days will be counted in computing the forty (40) hours. Overtime is to be computed on the basis of the following:

| <u>Amount of Time Worked</u> | <u>Time Allowed Per Day</u> |
|------------------------------|-----------------------------|
| 0 - 7 minutes worked | No time allowed |
| 8 - 15 minutes worked | 15 minutes allowed |
| 16 - 30 minutes worked | 30 minutes allowed |
| 31 - 45 minutes worked | 45 minutes allowed |
| 46 - 60 minutes worked | 60 minutes allowed |
- E. All work in excess of twelve (12) consecutive hours shall be paid at the minimum rate of double time.

ARTICLE FORTY-TWO (42) - HOSPITALIZATION

- A. All AFSCME Local #2071 Union skilled trades personnel shall be eligible for health insurance coverage from the Bedford Public Schools identical to the benefits specified in MESSA Choices II (\$10/20 prescription card, effective April 1, 2006) certificate of benefits. The School District reserves the sole right to select the insurance carrier or, if self-insurance, the administrative service organization. Such health insurance coverage shall include the eligible immediate dependents of the skilled trades employees. Term life insurance in the amount of twenty thousand dollars (\$20,000) provided it remains part of the MESSA Choices II benefits.
- B. The Board will pay the full premium for such coverage for full family, self and spouse, self and children or self to June 30, 2009. Beginning with the 2009-2010 school year the employee will contribute thirty-five dollars (\$35) per month towards health benefits.
- C. The parties agree that if the Board elects to change carrier or is changed to an administrative service organization the following applies:
 - 1. The School District shall agree to provide insurance benefits identical to those specified in MESSA Choices II.

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

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

3. If the insurance carrier or administrative service organization does not pay to the employee a benefit as provided by the MESSA Choices II certificate of benefits then the employer shall be liable for such benefit.
 4. The School District agrees that the confidentiality of all claims shall be maintained as if serviced by MESSA. This shall not be construed as limiting the insurance carrier or administrative service organization from requiring documentation or substantiation of any claim.
 5. The employer shall maintain option programs at rates competitive to those offered by MESSA. If not feasible, the parties shall negotiate the option programs.
- D. If an employee elects not to take the health insurance, the Board shall provide dental coverage equivalent to Delta Auto +008, vision coverage equivalent to MESSA's Vision Service Plan 3, and one-hundred seventy-five dollars (\$175.00) per month cash. The cash may be contributed to the employee's 403(b) account, or may be used to purchase US Savings Bonds by completing the appropriate District forms.
- E. The employer will pay dental coverage increases during the duration of this Master Agreement. The School Board reserves the sole right to select the dental carrier or, if self-insurance, the administrative service organization.
- F. In the event an AFSCME Local #2071 skilled trades employee dies while in the employ of the Bedford Public Schools, and provided the insurance policy permits continued coverage, the Board will continue to pay its existing health insurance premium payments for three (3) months after death.

- G. Employees or their dependents qualifying for District paid health care coverage, shall not receive any abortion services or benefits as part of the District paid health insurance benefit.
- H. Upon request of the employee, sick days may be frozen when an employee will be absent because of an illness or injury of eight (8) or more days, while the employee utilizes her/his short-term disability insurance. The employee shall inform the Personnel Office in writing prior to the eighth (8th) day or prior to the twenty-ninth (29th) day they are absent, of their intention of freezing their sick days. In the event written notification is not given, sick days will continue to be used.
- I. The Board will provide vision insurance coverage beginning in the 2001 contract year. The Board shall select vision benefits comparable to MESSA VSP+ 2. The employer will pay vision insurance increases during the duration of this Master Agreement.
- J. The Board expressly reserves its right to elect to self insure the existing vision and dental coverage at a comparable level currently provided under the Agreement.

ARTICLE FORTY-THREE (43) - WORKER'S COMPENSATION

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

ARTICLE FORTY-FOUR (44) - RETIREMENT

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

ARTICLE FORTY-FIVE (45) – AFSCME LOCAL #2071 EMPLOYEE PROFESSIONAL IMPROVEMENT (Tuition Reimbursement)

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

| | |
|-------------------------------------|-----|
| Pass, Satisfactory, A, B, or C | 75% |
| Incomplete, Unsatisfactory, D, or F | 0% |

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

ARTICLE FORTY SIX (46) - PERSONAL ATTIRE

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

ARTICLE FORTY-SEVEN (47) - SMOKING/SMOKING CESSATION PROGRAM

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

ARTICLE FORTY-EIGHT (48) - OVERTIME REPORTING

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

ARTICLE FORTY-NINE (49) – PAYROLL DEDUCTION PROGRAMS

Enrollment in District payroll deduction programs such as the 403(b), United Way, Government Bonds, approved Teacher’s Credit Union, Insurance options, Michigan Public School Employees Retirement System (MPSERS) tax-deferred payment program, and direct deposit shall be available during open enrollment periods as designated by the District, and in accordance with the established payroll schedule procedures for the year. Written employee authorization is needed to participate in District approved employee deduction programs. Add last sentence to opening

paragraph on the Bedford Public Schools Employee Direct Deposit Authorization. In such an event, Bedford Public Schools will inform the employee, in writing, of its correction within five (5) working days.

ARTICLE FIFTY (50) - P.E.O.P.L.E.CHECKOFF

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

ARTICLE FIFTY-ONE (51) – MILEAGE REIMBURSEMENT

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

ARTICLE FIFTY-TWO (52) – WAGES - July 1, 2007 through June 30, 2010

| | 2006-2007 (1.5%) | 2007-2008 (1.0%) | 2008-2009 (1.5%) | 2009-2010 (2.0%) |
|----------------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Carpenter | \$19.83/hr | \$20.74/hr | \$21.05/hr | \$21.47/hr |
| Plumber | 22.27 | 23.20 | 23.55 | 24.02 |
| Electrician | 23.50 | 24.44 | 24.81 | 25.31 |
| HVAC Technician | 22.27 | 23.20 | 23.55 | 24.02 |
| Skilled Trades Asst. (part-time) | N/A | | | |

*2007-08 hourly rate includes seventy cents (\$.70) per hour rolled into the hourly wage for the trade license.

*Effective 2009-2010 thirty five dollars (\$35) per month insurance contribution.

Master’s License – An additional one dollar (\$1.00) per hour per year premium will be given, provided the employee possesses a valid Michigan Master’s License and authorizes the usage of such license within the skilled trades as defined in their job description. This one dollar (\$1.00) premium is not compounded each year. Master Licensee has the right to withdrawal use of the Master License.

Example: Electrician (Master’s License): 2007-2008 \$24.44 + \$1.00 premium = \$25.44

ARTICLE FIFTY-THREE (53) - YEARS IN TRADE RECOGNITION PAYMENT

Members of the Local #2071 Skilled Trade employees with ten (10) years experience within their trade will receive an annual payment of three hundred and twenty-five dollars (\$325) each July.

ARTICLE FIFTY-FOUR (54) TOOL ALLOWANCE

Each skilled trades employee, employed for one calendar year, shall be paid a total allowance of three hundred and fifty dollars (\$350) per calendar year. This amount shall be paid through Accounts Payable each July. Trades persons shall then furnish and replace all hand tools.

ARTICLE FIFTY-FIVE (55) - TERMINATION OF AGREEMENT

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

President, Local #2071

Chapter Chair, Local #2071

Date: _____

Date: _____

AFSCME Field Staff
Representative, Council #25

President, Board of Education

Date: _____

Date: _____

SKILLED TRADES (AFSCME LOCAL #2071)
Skilled Trades

CLASSIFIED PERSONNEL PERFORMANCE EVALUATION

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

Skilled Trades Performance Evaluation
Page Two (2)

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

Evaluator's comments:

Employee's comments:

Skilled Trades Performance Evaluation
Page Three (3)

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

Employee's Signature

Date

Evaluator's Signature

Date