



AGREEMENT BETWEEN  
**Bloomfield Hills Schools**  
**Board of Education**

AND

**American Federation of State,  
County, and Municipal Employees**



July 1, 2021  
through  
June 30, 2024

Pat Watson, Superintendent  
7273 Wing Lake Road, Bloomfield Hills, Michigan 48301

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## **ARTICLE 1 - AGREEMENT**

This Agreement entered into this 7<sup>th</sup> day of June 2021 and effective July 1, 2021, 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, grounds, transportation staff, bus aides (excluding Wing Lake bus aides) and lunch room custodial aides, excluding supervisors and all other staff.

Notwithstanding any other provisions in this contract to the contrary, the Board and union agree when any position in the bargaining unit becomes vacant the Board may, at its discretion, fill the position through a third-party service provider. In such case, the individual or third-party service provider engaged shall not be obligated to be a part of the Union, nor shall said individual or third-party service provider be obligated to pay any Union initiation fee, Union dues, Union service fees or any other fees to the Union.

## **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 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 their probationary period.

**E. Union Grievance Committee**

The Employer recognizes a Union Grievance Committee, which shall be composed of the Chief Steward and the two (2) – 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 6, the Chief Steward shall be in charge of processing the grievance.

**ARTICLE 4 - 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 5 - 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) Transportation Mechanical, (6) Lunchroom Custodial Aides, and (7) Bus Aides.

**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**

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 - the Union with a current copy each November and May.

**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. However, any medical benefit eligibility will be provided in compliance with current law (e.g. Patient Protection and Affordable Care Act).

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**

**(a)** Leave days will be available upon the satisfactory completion of sixty (60) full work days and may be used as provided in Article 13.

**(b)** Eligibility for holiday pay will also commence for eligible employees upon the satisfactory completion of the sixty full work days as provided in Article 16.

**(c)** Employees will be eligible for the assignment of overtime upon the completion of 60 full work days as provided in Article 10 (Overtime).

**(d)** Health, dental, vision, life insurance, short term disability 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) - calendar days as provided in Article 16.

The Patient Protection and Affordable Care Act provides for a (maximum) 90 day waiting period for "health insurance" coverage. In the event that the maximum 90 calendar day waiting period is no longer required, the waiting period for health insurance and other benefits will revert to 60 full work days. However, any benefit eligibility will be provided in compliance with current law.

**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 16(D)(6) & E.
7. Dual seniority employees laid off from - 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 9(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 Three Months**

The positions of employees who are absent from work for a period of three (3) months or more will be posted for bidding. If the employee returns to work within the three (3) month period, but does not work a minimum of ten (10) work days for reasons related to the same injury or illness, the three (3) month period will continue to run.

If circumstances indicate than an employee will not return to work in three (3) months, on a case-by-case basis, the Union and the Board may mutually agree to post the position before the three (3) 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. 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:

- (a) ability to perform the job according to the job description and/or posting,
- (b) the needs of the receiving building or department, and
- (c) satisfactory attendance record (including punctuality),
- (d) for promotions and transfers to another department:

(1) The employee 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;

(2) The employee must meet—the posted qualifications and educational requirements before the end of the job posting period.

- (e) Seniority.

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

**2. Award of Promotion, Demotion or Transfer**

The school district will consider the above qualifications when determining promotions, demotions or transfers. However, notwithstanding any provisions in Article 5, the school district's decision shall be final regarding promotion, demotion or transfers - and not subject to the grievance procedure.

**3. 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.

**4. 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.

**5. 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.

**6. Transfer to Another Department**

Employees desiring a transfer from one department to another shall have a satisfactory work record and meet the qualifications of (G) (1) above. 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, transportation, transportation mechanical, lunch room custodial aide, and bus aide.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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 worker's 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. If the employee cannot perform the essential functions on the starting date, the bid will be disregarded.

#### **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 and Bus Aide Summer Jobs**

All drivers wanting summer work will sign up on the summer lists. The available runs will be filled on a seniority basis from the drivers and bus aides who signed up on the summer lists. Bus aide positions will be filled first by bus aides and then by bus drivers. The employee 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 and bus aides 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.

### **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. Satisfactorily meeting the standards includes meeting any licensing and medical certification the school district requires for the position.

### **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. Any employee using frozen seniority must satisfactorily meet the standards and be capable of performing the work without a trial period. Satisfactorily meeting the standards includes meeting any licensing and medical certification the school district requires for the position.

### **5. Unplaced - Least Seniority Staff**

The least seniority staff that 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 – are 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 his/her 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**

Bus drivers - 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 three (3) 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 approved leave after run-pick will return to a regular substitute position. 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 Three Months**

Employees returning from a leave of absence, except as defined above in Section O-5, of less than three 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 6 - 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 7 - 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 five 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 8 - 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 9 - 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. – 7:30 p.m.  | Day Shift (first shift)        |
| 1:00 p.m. - 12:30 a.m. | Afternoon Shift (second shift) |
| 6:00 p.m. - 8:00 a.m.  | Midnight Shift (third shift)   |

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.

**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 (-9)(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 – 9(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. Mid-day Bus Runs**

Mid-day runs, other than a.m. pick up and p.m. take home, shall be scheduled for not less than 1.5 hours.

**4. Mid-day Runs**

Mid-day runs are subject to time adjustments as determined by administration.

Mid-day runs are not guaranteed. If a mid-day run is cancelled, the scheduled driver may place his/her name on the extra time list and will be assigned to another mid-day run, as a replacement run, before any

volunteers on the list are so scheduled. If more than one mid-day run is cancelled and two or more drivers of a cancelled run place their name on the extra time list, the available mid-day runs will be assigned by seniority. It is understood that all hours over regular bidded mid-day runs will be added to the extra time list for the driver awarded the run.

When a driver assigned to a midday run calls in for only the midday run portion of the bid package more than five (5) times, the driver may be removed from the midday run. Exceptions for documented medical treatments can be made. A driver calling in for a midday run for other outside employment may lose the bid run on the first occurrence.

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 - 5- 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.

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 1.5 Hours Pay for Mid-Day Run**  
Special education drivers regularly scheduled for three (3) runs per day will receive 1.5 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 per day.
- 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 24-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 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 drive 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. **Posting of Run Selection**

The date on which runs will be selected for the coming school year, will be posted no later than 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. A driver shall not transfer runs more than twice per school year, without administrative approval, unless the additional run results in more hours for the driver.
- f. 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 5 a.m. and 6 p.m., plus an unpaid one-half (1/2) hour lunch period.



b. **Afternoon Schedule**

The afternoon schedule for Transportation garage staff 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 7 p.m.

d. **Notice of Changes in Shift Hours**

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

9. **Professional Development for Drivers**

The District will provide bus drivers with six (6) hours of state-mandated continuing education hours/professional development every other year (i.e., 2020-21, 2022-23). Drivers will receive straight time hours for their attendance.

10. **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. 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.

## **D. 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 9 - 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 9, paragraph E.

**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 or must obtain a valid CDL within the first 180 days of employment.

**E. 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.

**F. 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.

**G. Work Week**

The work week shall be Monday through Friday.

## ARTICLE 10 - 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. **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.)
2. **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.
3. **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 10 are applicable to bus aides.
4. **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. **Overtime Approval:** Overtime must be pre-approved by the Director or Assistant Director of Physical Plant Services scheduled/routine/planned hours.
2. **Emergency Overtime:** Overtime necessary to prevent damage/loss to property and assets or that threaten safety does not require prior permission from the Director or Assistant Director of Physical Plant Services. In situations where this occurs, the Director or Assistant Director should be made aware of the need for overtime as soon as feasible.

3. **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) **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.
- 2) **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.
- 3) **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.

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

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

5) **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.

6) **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, whichever 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.

4. **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 at the beginning of the school year or on September 1 of the school year, whichever comes first, 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 or on September 1 of the school year, whatever comes first. 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 - **extra time** 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 is available at the same time, the driver whose turn it is in rotation will be offered the charter or run with the most hours and this shall continue until all charters are and/or all runs are distributed.

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

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.

When scheduling charters, driver origination and school pick-up location will be considered. When the driver originates from the bus yard, additional time will be factored into allow for a proper pre-trip safety inspection of the bus and on-time arrival at the pick-up location.

**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 or other acceptable means 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) Charters on Scheduled Half-Days:**

On days that the District has a scheduled half day for K-12, charter runs will be handed out by lowest hours not regular bid scheduled hours.

**9) 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 list who is not already assigned. Last minute charters will be offered to



the next driver on the volunteer list. 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) **Mid-Day Run or Early Dismissal**

Drivers will be charged on the extra time list if they take a mid-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 (10(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**

Co-curricular - 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, Barney, 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 paid snow days, paid holidays, jury duty, emergency facility closure, and 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/**extra time** work is deemed necessary and no qualified employees volunteer to work overtime/**extra time**, the overtime/**extra time** will be assigned based on seniority. (e.g. the least senior qualified person will be assigned to work the overtime/**extra time**.)

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

**ARTICLE 11 - 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.

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. Mechanics and helpers in transportation will be provided clean uniforms on a daily basis at no cost to the employee.
2. 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**

General maintenance employees that have a pool in the building they are assigned are required to have and maintain pool certification as a condition of employment.

HVAC, electrical, and other general maintenance employees are encouraged to obtain pool certification.

**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 12 - 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 B 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 Director (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 5 -, 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 regular substitute driver position.



## ARTICLE 13 - 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) 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 250 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. Up to ten (10) days per school year may be used for family illness except while on an approved Family Medical Leave.
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 may elect to be paid using one of the unused days in the employee's leave bank.  
  
**Lunch Room Custodial Aides:** 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.
9. **Critical Days for Transportation Department:** Certain days in the school calendar are designated as “critical days.” Employees must have approval of their direct supervisor prior to an absence on these days. This includes the use of leave days for personal illness, family illness, and personal business. These dates include the first two days and last two days of the school year and the day immediately before and following any scheduled day off in the school calendar.

**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. Extended Medical Leaves of Absence**

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

The employee, upon learning of the need for an extended medical leave of absence, shall notify the Human Resources Department (Benefits Coordinator). The required leave forms will then be forwarded to the employee. The employee and the physician must complete the forms verifying the estimated date the leave will commence, and the employee's ability to continue employment prior to the leave. Statements from the employee's physician will be provided by the employee to the Human Resources Department on a monthly basis, on the district's form, regarding the employee's ability to continue employment prior to the leave. 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. The extended medical leave (or short term disability leave) shall begin as soon as the physician completes the appropriate forms certifying the employee is unable to perform the functions of the job. See Article 16(D)(3) for the short term disability provisions.

### **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 16(D)-(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 14 - 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 13, 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   | Thanksgiving              |
| Good Friday      | Friday after Thanksgiving |
| Memorial Day     | Christmas                 |
| Independence Day | Christmas Eve             |
| Labor Day        | New Year's Eve            |

(2) The following days will be designated as paid holidays for ten (10) month employees:

- |                |                           |
|----------------|---------------------------|
| New Year's Day | Friday after Thanksgiving |
| Good Friday    | Christmas Eve             |
| Memorial Day   | Christmas                 |
| Thanksgiving   | New Year's Eve            |

INDEPENDENCE DAY AND LABOR DAY: In the event a ten (10) 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.

**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 will establish the dates to be observed as holidays.

**ARTICLE 15 - 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 Month Employees**

Vacation earned by ten (10) month employees (i.e. 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

Less than 1 year: One day per month of service up to a maximum of 5 days  
1 year to 5 years: 10 days  
6 years to 12 years: 15 days  
13 and above: 20 days

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

Regular full-time ten 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.

Ten month employees – 15 days max

Less than one year: One day per month of service up to a maximum of 4 days  
1 year to 5 years: 5 days  
6 years to 10 years: 10 days  
11 years to 19 years: 12 days  
20 years and up: 15 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 employees may use vacation on days when the school district is not in session.

## **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 Worker's 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 Worker's 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 16 - INSURANCE BENEFITS**

### **A. Benefit Eligibility**

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

The Board will provide a Cafeteria Benefits plan (*Educated Choices*) that includes coverage 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.

In order to comply with the Patient Protection and Affordable Care Act, insurance coverage shall be effective the first day of the month following satisfactory completion of the sixty (60) calendar days.

The Patient Protection and Affordable Care Act provides for a maximum 90 day waiting period for “health” insurance coverage. In the event that the maximum 90 calendar day waiting period is no longer required, the waiting period for health insurance and other benefits will revert to 60 full work days. However, any benefit eligibility will be in compliance with current law (e.g. The Patient Protection and Affordable Care Act).

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**

If double coverage is prohibited, 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. The Publicly Funded Health Contribution Act**

The Publicly Funded Health Contribution Act (Public Act 152 of 2011) provides that the District shall pay no more than the annual cost or illustrative rate for a medical benefit plan for employees (including any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs (“the Additional Payments”) than the “hard cap amounts”. As provided in the “Act”, the “hard cap” amounts are adjusted annually by the State treasurer by October 1 of each year for the following plan year which begins January 1. If the District payment for the annual cost or illustrative rates for medical benefit plans offered by the District to employees (including any Additional Payments) exceed the “hard cap” maximums established by the State treasurer, employees will be required to pay the amount over the hard cap by payroll deduction. The District will discuss such deduction with the Union prior to implementation. If the District payment for the annual cost or illustrative rates for medical benefit plans offered by the District to employees (including any Additional Payments) are less than the “hard cap” maximums, the District will contribute to the eligible employees’ Health Savings Account (HSA) or Flexible Savings Account (FSA) according to the formula in (D)(2)(g),(h) and (i) of this article. In no event shall this Section be interpreted to require the district to make a payment which would cause it to violate the Publicly Funded Health Insurance Contribution Act.

The Board will provide a Cafeteria Benefits plan which will encompass all fringe 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), a group life insurance policy and accidental death and dismemberment insurance in the amount of \$45,000.

**(a) Additional Life Insurance:** Each employee 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.

**(b) Dependent Life Insurance:** Each employee will have the option to purchase life insurance for their spouse and/or dependents with after-tax

dollars at the beginning of each 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 who makes proper application to participate in the Cafeteria Benefits Plan (*Educated Choices*), the employer shall self-insure or pay the premium for the following (See Section (2)(a) 5) below for Bus Aides):

### **(a) Eligibility for Insurance**

- (1) **Minimum Hour Requirement:** Employees regularly scheduled for 5 ½ hours per day - are eligible for medical/dental/vision benefits.
- (2) **Hired Before March 25, 2009:** - Employees (other than bus aides) hired before March 25, 2009 and who meet the minimum hour requirement, are eligible for district provided full family medical/dental/vision benefits.
- (3) **Bus Drivers and Custodians Hired on or after March 25, 2009:** Bus drivers and custodians hired on or after March 25, 2009, and who meet the minimum hour requirement, are eligible for district provided single subscriber medical, dental and vision benefits. Such employees may purchase medical benefits for their eligible dependents.
- (4) **Grounds, Maintenance, and Transportation Mechanics:** Grounds, Maintenance and Transportation Mechanics (including the Garage Service Attendant Position who work 5½ hours per day or more in this position) who meet the minimum hour requirements, are eligible for full family medical, dental and vision benefits.
- (5) **Bus Aides:** Bus aides regularly scheduled to work twenty-five (25) hours per week are eligible for district provided single subscriber medical, dental and vision benefits. The district will also provide term life insurance in the amount of \$45,000 and AD&D insurance in the amount of \$45,000. No other benefits will be provided.

### **(b) Medical:**

The District will offer the following group medical coverage options to each eligible employee who makes proper application to participate in such coverage and to participate in the Bloomfield Hills Flexible Benefits Plan:

1. \*Preferred Provider Organization (PPO), High Deductible Health Plan (HDHP) with a Health Savings Account (HSA)--\$1300/0% (See Appendix A for a summary of the benefits);
2. \*Preferred Provider Organization (PPO), High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) --\$2000/0%. (See Appendix A for a summary of the benefits);
3. \*Health Maintenance Organization (HMO), High Deductible Health Plan (HDHP) with a Health Savings Account (HSA)-- \$1350/0% (See Appendix A for a summary of the benefits).

\*Please refer to the coverage summary of the current medical provider in Appendix A for additional information. Appendix A is provided for information only and is not part of the contract.

**(c) PPO HSA Prescription Drug Coverage – Triple Tier Copayment**

The HSA prescription drug benefit, including mail order drugs, are subject to the same deductible and same annual co-insurance/copay dollar maximums as the HSA medical coverage. Benefits are not payable until the annual deductible has been met. After the deductible has been satisfied, the applicable copays apply.

Copayments are based on the type of drug obtained. The copayment is \$5 generic; \$25 formulary (preferred) brand; \$50 non-formulary (non-preferred) brand.

**See Appendix A for a summary of the prescription drug coverage for the two PPOs and the HMO.**

**(d) Health Risk Assessment:**

Employees (and their spouses, if applicable) are expected to participate in an annual health risk assessment with his/her health care provider. The Health Risk Assessment form will be available in the Human Resources Department (and on the Human Resources web page).

**(e) Employee Contribution for Cost of Health Care**

Each eligible employee electing health insurance coverage shall make the following annual pre-tax contribution:

Single:	\$500
Two Persons/Full Family:	\$1000

**(f) Rebate of Pre-tax Contribution:**

Employees and their spouses (if applicable) who participate in the annual health risk assessment (HRA) are eligible to receive a rebate of the full amount of the employee pre-tax contribution provided in subparagraph

D(2)(d) above. Eligibility for the rebate is based upon receipt by the Benefits Coordinator, in the Human Resources Department, of the completed health risk assessment form by September 15. If September 15 falls on a weekend, the following Monday will be the due date. The same Health Risk Assessment forms may not be used for two consecutive plan years.

Forms received after the due date will not qualify the employee for the rebate. There will be no exceptions. In the event of two person or full family coverage, where only one adult participates in the annual health risk assessment, the rebate will be reduced by 50%. Single member households with dependent children will be rebated at 100%.

**(g) Health Savings Accounts (HSA)/District Contribution**

Employees who are enrolled in the group medical coverage described above and who are otherwise eligible to make and receive Health Savings Account (HSA) contributions, may make contributions to a Health Savings Account (HSA) through the Bloomfield Hills Schools Flexible Benefits Plan. Such employees may also receive a District Contribution to his/her Health Savings Account (HSA) through the Bloomfield Hills Schools Flexible Benefits Plan. Such contributions are based upon a formula that will be determined by the parties. However, no contribution will be made by the school district if the contribution would make the District out of compliance with Public Act 152 of 2011.

**(h) Formula for the District Contribution to Employee Health Savings Accounts (HSA)**

1. Determine the number of staff members enrolled in the - insurance plans for the applicable plan year.
2. Use the illustrative rates for the applicable plan year and determine the annual cost of the - plans.
3. Determine the “hard cap” amount for single two person and full family for the applicable plan year (including any includable cost determined by the Michigan Department of Treasury).
4. Subtract the annual cost or - illustrative rates amount from the “hard cap” for the applicable plan year for single, two person and full family. These amounts represent the differential between the “hard cap” and the illustrative rates that are available to be used for the percentage contribution to employee’s individual HSAs. Note: If no amount is available, there will be no contribution to the individual HSAs.
5. The percentage contribution to the individual HSAs will be determined as follows:

- a) Calculate total sum of HSA funding

- I. Take the number of single subscribers x the respective differential (calculated in #4 above).
  - II. Take the number of two person subscribers x the respective differential (calculated in #4 above).
  - III. Take the number of full family subscribers x the respective differential (calculated in #4 above).
  - IV. Take the sum of I, II, III.
  - b) Calculate the total employee deductible expense
    - I. Take the number of single subscribers x the deductible of \$1250.
    - II. Take the number of two person and full family subscribers x the deductible.
    - III. Take the sum of I and II.
  - c) Divide (a) by (b) to calculate percent of deductible contributed to the HSA per employee.
6. See Appendix C for an example of the application of the formula.

(i) **Others Factors**

The combined employee and District HSA contributions shall not exceed the annual calendar year limits established by the IRS for such contributions. See IRS Publication 969 for eligibility.

Employees who had mid-plan year life status changes will have their HSA employer paid contribution prorated by 12 months, provided they are eligible to participate in the HSA plan.

Those employees who are not eligible to participate in an HSA due to IRS established age restrictions, currently age 65 and over, or employees who do not elect to participate in a HSA, will receive the employer contribution into a Flexible Spending Account.

(j) **Proration of District Contribution to Health Savings Account**

An election by an Employee to receive medical/hospitalization coverage under one of the District's High Deductible Health Plans (HDHP) and to receive the District contribution to a Health Savings Account (HSA) associated with that coverage is irrevocable for the Plan Year for which the election is made. In the event that the employment of an Employee who has elected to receive a District HSA contribution ceases before the end of the Plan Year and he/she does not continue coverage under the District's HDHP for the remainder of the Plan Year, the District may deduct from any pay or other amounts owed to the employee, including the Employee's final paycheck, an amount equal to the District HSA contribution associated with any period in which the Employee was not covered by the District's HDHP. Similarly, if an Employee otherwise ceases coverage under the District's HDHP before the end of the Plan Year, the District may deduct from the Employee's pay following the election to cease coverage, in one or more

installments, an amount equal to the District HSA contribution associated with any period in which the Employee was not covered by the District's HDHP.

If an Employee, after the start of the Plan Year, modifies his/her election to receive medical/hospitalization coverage from two person or full family to single coverage, the District may deduct from the Employee's pay, following the coverage modification election, in one or more installments, an amount equal to the difference between District HSA contribution for single coverage associated with any period in which the Employee was covered by single coverage.

Employees who elect, after the start of the Plan Year, to receive medical/hospitalization coverage under the District's High Deductible Health Plan, and to receive the District Health Savings Account contribution, due to a mid-plan year change in family status, a mid-plan year court order, or a mid-plan year change in eligibility for Medicaid or CHIP (Children's Health Insurance Program), will receive a prorated District HSA contribution based on the ratio of the number of months of the Plan Year in which they participate in the District's HDHP, divided by 12 months, provided that they are otherwise eligible to receive HSA contributions.

### **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 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 -- a dental plan with Class I benefits of 100%, Class II benefits of 100%, Class III benefits of 70% with a maximum of \$1,250 per person per year, and an orthodontic Class IV coverage of 60%, not to exceed \$1,000 per person per lifetime under 19 years of age.

Bus drivers, bus aides and custodians 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. 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 drivers, bus aides and custodians 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 -- 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 5 -, 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.

#### **E. 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 13, Section C-7, of this Agreement.

##### **(1) 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 5, 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 17 - 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 does not have a current Department of Transportation (DOT) Medical Examiners Certificate prior to the run selection date will not be allowed to make a selection. Once a driver provides the Transportation Manager with the current DOT Medical Examiners Certificate examination after the selection date, that driver will be assigned a run or a - substitute 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**

CPR certification is required for bus aides in order to continue in a bus aide position. The certification must be updated every other year. 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 every other year 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 18 - SEVERANCE**

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. Effective for severance on or after July 1, 2022, the maximum number of days shall increase to 250 days. 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 19 - 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 20 - 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 21 - 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 22 - 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 who's 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 23 - 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. 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 24 – COMPENSATION**

Any applicable step increase will be given on July 1. Employees hired during the calendar year of the next July 1 are not eligible for a step increase until the following July. For example, if hired in January of 2021, step increase would occur July 1, 2022.

	<b>Start</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>	<b>4 Years</b>	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>	<b>20 Years</b>
HVAC Licensed Contractor	\$29.75	\$30.50	\$30.75	\$31.00	\$31.25	\$31.75	\$32.35	\$32.75	\$33.25
Master Electrician	\$32.00	\$32.75	\$33.00	\$33.25	\$33.50	\$34.00	\$34.50	\$35.00	\$35.50
Elec./Plumber Journeyman	\$24.25	\$25.00	\$25.25	\$25.50	\$25.75	\$26.00	\$26.50	\$27.00	\$27.50
HVAC Technician	\$27.75	\$28.50	\$28.75	\$29.00	\$29.25	\$29.75	\$30.25	\$30.75	\$31.25
General Maintenance	\$23.00	\$23.75	\$24.00	\$24.25	\$24.50	\$25.00	\$25.50	\$26.00	\$26.50
General Laborer	\$17.75	\$18.50	\$18.75	\$19.00	\$19.25	\$19.75	\$20.25	\$20.75	\$21.25
Lead Mechanic	\$29.50	\$30.25	\$30.50	\$30.75	\$31.00	\$31.50	\$32.00	\$32.50	\$33.00
Mechanic 1 ASE Certified	\$27.25	\$28.00	\$28.25	\$28.50	\$28.75	\$29.00	\$29.50	\$30.00	\$30.50
Mechanic 1 Non-ASE Certified	\$22.50	\$23.25	\$23.50	\$23.75	\$24.00	\$24.25	\$24.75	\$25.25	\$25.75
Garage Service Attendant	\$18.00	\$18.75	\$19.00	\$19.25	\$19.50	\$19.75	\$20.25	\$20.75	\$21.25
	<b>Start</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>	<b>4 Years</b>	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>	<b>20 Years</b>
Lead Groundkeeper	\$20.50	\$21.25	\$21.50	\$21.75	\$22.00	\$22.50	\$23.00	\$23.50	\$24.00
Grounds Att 1- Mechanical	\$19.50	\$20.25	\$20.50	\$20.75	\$21.00	\$21.25	\$21.75	\$22.50	\$23.00
Grounds Att 1- Spec. License	\$18.50	\$19.25	\$19.50	\$19.75	\$20.00	\$20.25	\$20.75	\$21.25	\$21.75
Grounds Att 1	\$18.00	\$18.75	\$19.00	\$19.25	\$19.50	\$19.75	\$20.25	\$20.75	\$21.25
Grounds Att 2 – Truck Driver	\$17.00	\$17.75	\$18.00	\$18.25	\$18.50	\$18.75	\$19.25	\$19.75	\$20.25

<b>Hired BEFORE 6/3/2003</b>	<b>Start</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>	<b>4 Years</b>	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>	<b>20 Years</b>
Building Leader-HS	\$16.00	\$16.50	\$16.70	\$16.90	\$17.10	\$17.30	\$17.50	\$17.70	\$17.90
Building Leader-MS	\$15.75	\$16.25	\$16.45	\$16.65	\$16.85	\$17.05	\$17.25	\$17.45	\$17.65
Building Leader-EL	\$15.25	\$15.75	\$15.95	\$16.15	\$16.35	\$16.55	\$16.75	\$16.95	\$17.15
Head Night-HS	\$15.25	\$15.75	\$15.95	\$16.15	\$16.35	\$16.55	\$16.75	\$16.95	\$17.15
Head Night-MS	\$15.00	\$15.50	\$15.70	\$15.90	\$16.10	\$16.30	\$16.50	\$16.70	\$16.90
Head Night-EL	\$14.75	\$15.25	\$15.45	\$15.65	\$15.85	\$16.05	\$16.25	\$16.45	\$16.65
Swing Custodian	\$14.50	\$15.00	\$15.20	\$15.40	\$15.60	\$15.80	\$16.00	\$16.20	\$16.40
Custodian	\$14.25	\$14.75	\$14.95	\$15.15	\$15.35	\$15.55	\$15.75	\$15.95	\$16.05
Lunchroom Custodial Aide	\$12.75	\$13.25	\$13.45	\$13.65	\$13.85	\$14.05	\$14.25	\$14.45	\$14.65

<b>Hired AFTER 6/3/2003</b>	<b>Start</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>	<b>4 Years</b>	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>	<b>20 Years</b>
Building Leader-HS	\$16.00	\$16.50	\$16.70	\$16.90	\$17.10	\$17.30	\$17.50	\$17.70	\$17.90
Building Leader-MS	\$15.75	\$16.25	\$16.45	\$16.65	\$16.85	\$17.05	\$17.25	\$17.45	\$17.65
Building Leader-EL	\$15.25	\$15.75	\$15.95	\$16.15	\$16.35	\$16.55	\$16.75	\$16.95	\$17.05
Head Night-HS	\$15.25	\$15.75	\$15.95	\$16.15	\$16.35	\$16.55	\$16.75	\$16.95	\$17.05
Head Night-MS	\$15.00	\$15.50	\$15.70	\$15.90	\$16.10	\$16.30	\$16.50	\$16.70	\$16.90
Head Night-EL	\$14.75	\$15.25	\$15.45	\$15.65	\$15.85	\$16.05	\$16.25	\$16.45	\$16.65
Swing Custodian	\$13.75	\$14.25	\$14.45	\$14.65	\$14.85	\$15.05	\$15.25	\$15.45	\$15.65
Custodian	\$13.50	\$14.00	\$14.20	\$14.40	\$14.60	\$14.80	\$15.00	\$15.20	\$15.40
Lunchroom Custodial Aide	\$12.75	\$13.25	\$13.45	\$13.65	\$13.85	\$14.05	\$14.25	\$14.45	\$14.65
<b>Hired AFTER 3/25/2009</b>	<b>Start</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>	<b>4 Years</b>	<b>5 Years</b>	<b>10 Years</b>	<b>15 Years</b>	<b>20 Years</b>
Building Leader-HS	\$15.00	\$15.50	\$15.70	\$15.90	\$16.10	\$16.30	\$16.50	\$16.70	\$16.90
Building Leader-MS	\$14.75	\$15.25	\$15.45	\$15.65	\$15.85	\$16.05	\$16.25	\$16.45	\$16.65
Building Leader-EL	\$14.25	\$14.75	\$14.95	\$15.15	\$15.35	\$15.55	\$15.75	\$15.95	\$16.15
Head Night-HS	\$14.25	\$14.75	\$14.95	\$15.15	\$15.35	\$15.55	\$15.75	\$15.95	\$16.15
Head Night-MS	\$14.00	\$14.50	\$14.70	\$14.90	\$15.10	\$15.30	\$15.50	\$15.70	\$15.90
Head Night-EL	\$13.75	\$14.25	\$14.45	\$14.65	\$14.85	\$15.05	\$15.25	\$15.45	\$15.65
Swing Custodian	\$12.75	\$13.25	\$13.45	\$13.65	\$13.85	\$14.05	\$14.25	\$14.45	\$14.65
Custodian	\$12.50	\$13.00	\$13.20	\$13.40	\$13.60	\$13.80	\$14.00	\$14.20	\$14.40
Lunchroom Custodial Aide	\$11.75	\$12.25	\$12.45	\$12.65	\$12.85	\$13.05	\$13.25	\$13.45	\$13.65



**Bus Drivers**

<b>STEP</b>	<b>Rate</b>
0	\$19.00
1	\$19.50
2	\$20.00
3	\$20.50
4	\$21.00
5	\$21.50
6	\$22.00
7	\$22.50
8	\$23.00
9	\$23.50
10	\$24.00

**Bus Aides**

<b>Step</b>	<b>21-22</b>	<b>22-23</b>	<b>23-24</b>
0	\$12.00	\$12.20	\$12.40
1	\$12.50	\$12.70	\$12.90
2	\$13.00	\$13.20	\$13.40
3	\$13.50	\$13.70	\$13.90

## **ARTICLE 24B – SALARY SCHEDULE CLASSIFICATIONS**

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

## **ARTICLE 24C – 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 24D – ROTATIONAL EMERGENCY CALL-IN TRANSPORTATION MECHANICS**

During the school year, the District will establish a rotational emergency call in procedure for weekend work and work after 7:00 pm Monday to Thursday.. The transportation mechanics will be on call for 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 and after 7:00 pm Monday to Thursday when bus drivers are out on co-curricular (CC) or charters.

## **ARTICLE 24E – SHOE ALLOWANCE**

Maintenance Department employees will receive a \$100 allowance for steel-toes shoes every other year. The allowance will be paid in October of each off year. Employees must be employed with the district a minimum of six months to qualify for this provision.

## **ARTICLE 25 - 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 26 - DURATION OF AGREEMENT**

This Agreement is effective on July 1, 2021, and shall continue in full force and effect until June 30, 2024.

**Reopener**

Either party may reopen the contract prior to June 30, 2024, for the purpose of changing the contractual provisions to comply with current law (e.g. The Patient Protection and Affordable Care Act) by serving written notice of such intent upon the other party by first class mail.

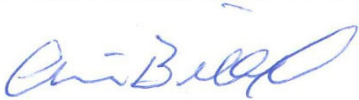
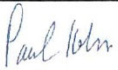



**Automatic One-Year Extension if Timely Notice to Open Contract not Provided**

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 June 30, 2024, setting forth the intention to cancel, terminate, or reopen the Agreement, as the case may be. Such notice shall be served by first class mail. 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 June 3, 2021. The Union ratified this Agreement on June 15, 2021 and the Board of Education approved the agreement on June 24, 2021. The parties have executed this Agreement by their duly-authorized representatives.

Association Date of Ratification: June 15, 2021		Board of Education Date of Ratification: June 24, 2021
		
Christopher Billel, President		Paul Kolin, President
		
		John VanGemert, Secretary
Ronda Trowse, Staff Representative AFSCME Council 25		
<i>Ronda K. Trowse</i>		Pat Watson, Superintendent
		
		Keith McDonald, Assistant Superintendent of Human Resources and Title IX Coordinator

[Current Benefits Summary Plan Descriptions](#)

## Family and Medical Leave Act 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.

"Incapable of self-care due to a mental or physical disability" means when an adult son or daughter "requires active assistance or supervision to provide daily self-care in three or more of the 'activities of daily living' or 'instrumental activities of daily living'." A parent will be entitled to take FMLA leave to care for a son or daughter 18 years of age or older, if the adult son or daughter meets the following four requirements:

1. Has a disability as defined by the ADA;
2. Is incapable of self-care due to that disability;
3. Has a serious health condition; and
4. Is in need of care due to the serious health condition

- 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 makes the employee unable to perform the essential functions of his/her job and 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 Team
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

WH-385-V Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave

Legal Authority: Family and Medical Leave Act of 1993, 29 USC § 2601 et. seq.; Americans with Disabilities Act of 1990, as amended, 42 USC § 12101, et. seq.

Date Adopted: April 24, 2009

Revised: March 15, 2013