MASTER AGREEMENT

between the

WEST BLOOMFIELD SCHOOL DISTRICT
BOARD OF EDUCATION

and the

WEST BLOOMFIELD MAINTENANCE AND TECHNICIANS, MEA/NEA

JULY 1, 2025 - JUNE 30, 2027

WEST BLOOMFIELD SCHOOL DISTRICT
WEST BLOOMFIELD, MICHIGAN 48324

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AGREEMENT

This Agreement is made this 1st day of July, 2025, between the West Bloomfield Schools Board of Education, Oakland County, Michigan, hereinafter referred to as the Employer and the West Bloomfield Maintenance and Technicians, MEA-NEA, hereinafter referred to as the Association.

PURPOSE AND INTENT

The purpose of this AGREEMENT is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Board, its employees and the Association.

The parties recognize that the interest of the School District and the job security of the employees depend upon the Employer's and the employee's success in establishing adequate and reliable service to the community.

The parties recognize that the obligation of the school system is to provide the best possible educational program for young people and adults, and that all employees should assist in providing a courteous and effective service.

To these ends, the Employer and the Association shall encourage to the fullest degree friendly and cooperative relations between the respective representatives of the Employer and the Association at all levels.

It is hereby mutually agreed as follows:

ARTICLE I
RECOGNITION

A. The Employer recognizes the Association as the exclusive representative, for purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, of all Maintenance and Technical employees listed in Schedule A but excluding executive personnel, supervisors, substitute employees and temporary employees.

B. In the application and interpretation of the provisions of this Agreement, the following definitions shall apply:

1. Regular Employee:

   An employee who is scheduled to work on a regular basis.

2. Substitute Employee:

   A person who takes the place of a regular employee on a non-permanent, day-to-day basis, until the regularly assigned employee returns or is replaced.

3. Temporary Employee:

   An employee who provides services when help is required and said job assignment or position is not of a regular nature and does not exceed sixty (60) work days per year (Article X).

4. Work Study Programs:

   It is recognized that several co-op work study programs in the schools are a valuable and necessary experience for the educational welfare of our students and that the hiring of these students in no way interferes or conflicts with the duties or privileges of employees. It is understood that the provisions of this Agreement do not apply to these temporary employees.

5. Employer:

   The term Board or Employer, when used herein, shall refer to the Board of Education. The Superintendent, Human Resources Administrator, other central office administrators, principals, assistant principals and all other administrative and supervisory personnel are considered agents of the Board, except for the grievance procedure.

ARTICLE II
RIGHTS OF THE EMPLOYER

A. It is expressly agreed that all rights which ordinarily vest and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the terms of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

   1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer's School District.

   2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing but not in conflict with the specific provisions of this Agreement and the right to establish, modify or change any work or business or school hours or days.

   3. The right to direct the working forces, including the right to hire, promote, demote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees but not in conflict with the provisions of this Agreement.

4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing and disseminating its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.

6. Determine the qualifications of employees, including physical conditions.

7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

8. Determine the placement of operations, production, service, maintenance or distribution of work and the source of material and supplies.

9. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Employer shall not abridge any right from the employees as specifically provided for in this Agreement.

11. Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provision in the Agreement.

ARTICLE III
NON-DISCRIMINATION POLICY

A. The Employer and the Association agree to conform with the law and no person shall, on the basis of sex (including sexual orientation and transgender identity), race, color, religion, age, marital or family status, national origin, weight, height, disability, military status, ancestry, genetic information or any other legally protected category, (collectively, “Protected Classes”), be denied the benefits of, or be subject to discrimination in employment of any of its programs or activities.

B. The Employer agrees that there shall be no discrimination against any member of the bargaining unit by reason of membership in the Association. The Association and its members agree that there should not be harassment, intimidation, social pressure, or non-cooperation with any non-member or exempt employee, supervisor or secretary.

ARTICLE IV
REPRESENTATION

A. The Association shall furnish the Employer with the names of the officers, representatives, committee chairpersons and staff representatives of the Association with whom it may be dealing. Until the Employer has received written notice from the Association, it shall not be required to deal with employees purporting to be representatives.

B. Whenever possible, grievance problems shall be handled at times other than when the employee is at work. If it becomes necessary for an Association representative to leave work, the representative shall first seek and obtain permission from their supervisor. Such time shall be deducted from Association business time.

C. Any Association representative entering a building other than their own, on Association business, shall first stop at the office and state their business, and visibly display their employee name tag at all times.

D. The Board shall provide a total of ten (10) days (eighty [80] hours) of paid leave per year to be used by the Association for Association business. The President of the Association shall notify the Office of Human Resources and the immediate supervisor at least two (2) working days in advance, except in emergency situations.

E. The Association's bargaining team shall be composed of not more than six (6) members plus the MEA staff person.

F. Both the Association and the Employer shall notify the other party of members of their respective bargaining teams prior to the onset of bargaining.

G. In any negotiations of a new agreement, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside of the District.

ARTICLE V
GRIEVANCE PROCEDURE

A. A grievance is defined to be a complaint by an employee within the unit or the Association based upon an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of this Agreement.

B. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any supervisory or administrative personnel and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the opportunity to be present at such adjustment.

C. Grievances shall be resolved in the following manner:

Step 1: Prior to the initiation of the formal grievance procedure, the employee(s) shall discuss the problem with the immediate supervisor. The employee(s) may have a representative of the Association present, if requested. Every effort shall be made to resolve the problem informally. If the matter is not resolved, the employee(s) may file a formal written grievance with the Association.

The parties agree that Step 1 should occur as promptly as possible but shall take place within ten (10) working days immediately following the event or condition that is the subject or basis of the grievance, or within the ten (10) working days from which the employee has knowledge of such event or condition.

Step 2: A grievance submitted to Step 2 shall be presented to the immediate supervisor within five (5) working days of the informal meeting described in Step 1. A meeting shall be held on the grievance within the next five (5) working days and shall be attended by the employee(s) and representative(s). The immediate supervisor's written disposition shall be rendered within the next five (5) working days.

Step 3: If the grievance has not been resolved at Step 2, then the Association shall present the grievance in writing to the Human Resources Administrator within ten (10) working days of the Step 2 written response. A meeting shall be held on the grievance within the next ten (10) working days and shall be attended by the employee(s) and representative(s). The Human Resources Administrator’s decision shall be rendered within the next five (5) working days.

Step 4: If the grievance has not been resolved at Step 3, then the Association may present the grievance in writing to the Superintendent or designee within the next five (5) working days. The Superintendent or designee shall meet with the Association and the aggrieved in an attempt to resolve the grievance within the next five (5) working days. The Step 4 disposition shall be rendered within the next five (5) working days.

Step 5: If the grievance is still unresolved, the Association may, within ten (10) working days after the Step 4 disposition, by written notice to the other party, request arbitration.

Within ten (10) working days after such notice to arbitrate, the Association and the Employer shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for a list of arbitrators will be made to the American Arbitration Association within the next five (5) working days. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator so selected will hear the matter promptly and will issue their decision no later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth the arbitrator’s findings of facts, reasoning, and conclusions on the issues submitted.

The arbitrator shall have no authority except to pass upon alleged violations of the provisions of this Agreement and to determine disputes involving the application or interpretation of such provisions. The Arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement, nor shall the arbitrator

render any decision, which would require an action in violation of the Michigan School Law.

The cost of the Arbitrator's service, including expenses, if any, shall be paid for by the losing party. If there is no clear loser, then the costs shall be borne equally by the parties. Employees participating in an arbitration hearing shall be released from their regular duties and paid by use of Association business time.

D. The time limits set forth in Steps 1 through 5 may be extended in writing for good cause shown or mutual consent of the parties. Time limits set forth herein or agreed upon shall be considered as substantive, and failure to conform to them shall mean default by the party failing to conform.

E. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon any alleged grievance occurring prior to the effective date of this Agreement.

F. The Employer shall not be liable for a financial remedy greater than the amount of lost pay due the grievant for a period up to twelve (12) months. This provision does not apply in cases involving discharge.

ARTICLE VI
DISCHARGE AND DISCIPLINE

A. No employee shall be discharged, disciplined, demoted, suspended, and/or reduced in compensation without just cause. The Employer agrees that should an employee be discharged, suspended, or given a written reprimand, a copy of such will be sent to the Association President within five (5) days of such action.

B. When an employee has reasonable grounds to believe that an interview with an administrator is an investigatory interview in which the risk of discipline reasonably inheres, the employee may request that an Association representative be present as a witness for the employee.

C. Appeal of a discharge or discipline action will be made through the grievance procedure.

D. This provision is not applicable to an employee during the employee’s probationary period.

E. Disciplinary actions two (2) years old or older shall not be used against an employee on any current disciplinary charge unless the actions will show a pattern of behavior by the employee.

ARTICLE VII
SENIORITY, LAYOFF, RECALL

A. The seniority for all employees shall commence with the first (1st) day of work within the School District as a permanent employee. Beginning July 1, 2006, the seniority for all employees shall commence with the first (1st) day of work within the bargaining unit. This seniority shall be known as district seniority. All employees shall also gain department seniority. Department seniority shall commence with the first (1st) day of work within a department of the WBMT. Departments, for the purpose of this Article, shall be defined as Maintenance, Utility, and Technical.

B. In the event that more than one (1) employee has the same seniority date (either district or department) the tie shall be broken by drawing lots. The time, place and date of all such drawings shall be mutually agreed to and announced so that all interested parties may be present. Drawings will only take place when ties need to be broken. Once a tie has been broken, the seniority order shall be considered permanent.

C. An employee will lose their seniority and terminate their employment with the Employer for the following reasons:

1. Employee quits or retires;

2. Employee is discharged and the discharge is not reversed;

3. Employee is absent for three (3) consecutive working days without notifying the Employer unless the employee is physically unable to notify the Employer;

4. If the employee fails to return to work when recalled from layoff as set forth in the recall procedure provided herein unless the employee is physically unable to notify the Employer;

5. Involuntary layoff for four (4) years;

6. If the employee gives a false reason for a leave of absence;

7. If the employee engages in other employment during a leave except in proper cases where exception is made;

8. If the employee alters, fraudulently, pertinent information on their application for employment (the falsification may come to light sometime after the employee's date of hire or date of acquiring seniority).

D. A seniority list shall be constructed and maintained by the Employer. The list shall be divided by department listing each employee, district seniority date, department seniority date and classification. Each employee shall be ranked according to department seniority. Frozen seniority, by department, will also be maintained. WBMT bargaining unit members employed on July 1, 1999, shall retain all frozen transportation department seniority. The Association shall be furnished with a seniority list upon request of the

President. The President shall be notified by the Office of Human Resources of all new hires, terminations and leaves of absence as they occur.

E. No changes or adjustments to the seniority list will be made without mutual agreement of the parties. Such agreements shall be reduced to writing and appended to the master seniority list.

F. The probationary period for employees new to the bargaining unit shall be ninety (90) regularly scheduled working days. That is, the probationary employee must actually work ninety (90) days of the normal work schedule to complete probation. Any accumulated overtime does not apply toward probation. Health insurance benefits for new employees shall be provided on the first (1st) day of the month following the employee's date of hire. Employees may elect to purchase insurance from the first (1st) date of hire until the first (1st) of the month following the employee's date of hire. Upon completion of probation, the employee will be granted all sick leave from the date of hire. New members of the bargaining unit who have completed a probationary period in another bargaining unit within the District shall serve a sixty (60) working day probationary period. There will be no interruption of the employee's fringe benefits and the employee's accrued sick and vacation days will transfer to this unit.

G. Layoff shall be defined as a reduction in the work force due to a decrease in work, a lack of funds, elimination of a job function or a return from leave resulting in a loss of position.

H. Should it be necessary to reduce positions, the Employer will, to the extent possible, retain higher seniority employees over temporary, probationary and lower seniority employees. District seniority shall be used in all layoff and bumping. The procedure to reduce positions will be as follows:

1. The Employer will determine the positions to be eliminated. Employees holding these positions will be considered displaced employees.

2. If there are no vacancies in the bargaining unit (which the Employer intends to fill) equal to the number of displaced employees, the Employer will notify the least senior employees (regardless of department or classification) equal to the number of displaced employees of layoff.

3. Displaced employees not notified of layoff may exercise their district seniority to bump into any department/classification for which they are qualified which is equal or lower (in pay rate) to their current position. Displaced employees will be notified of a meeting date and site where they will elect their bump (subject to their district seniority).

4. Following this meeting the first level of employees bumped will be notified of such by the Employer. These employees will also be notified of a meeting date where they will elect their bump (subject to their district seniority).

5. Following the meeting in #4, the second level of employees bumped will be notified of such by the Employer. These employees will also be notified of a

meeting date where they will elect their bump if one (1) or more employees have sufficient seniority to bump.

6. Meetings described in #4 and #5 will continue until only those employees notified of layoff remain.

7. For the purposes of bumping order, seniority will be used at the classification level, not the individual employee rate of pay.

8. In each meeting described in #3, #4, #5, #6, the employee in the highest paying classification (or the highest senior employee in the highest paying classification) will bump first, and the others will follow in the same order.

9. The Association will be included in all meetings described above.

I. An employee who is eligible or any employee in the custodial classification may elect a voluntary layoff instead of bumping, subject to the following:

1. Employee will be eligible for unemployment compensation.

2. Employee must return if recalled to the employee's previous classification.

3. Employee shall remain on the recall list and available for a recall for four (4) years.

J. No employee shall be able to claim, through recall or bumping, a position in a higher paying classification.

K. Prior to notification of layoff, the Association shall be provided with a list of those scheduled for layoff. Employees shall have a minimum of twenty (20) calendar days notice prior to the effective date of layoff.

L. No new employee will be hired while there are laid off employees, subject to the laid off employee's ability to do the work.

M. Laid off employees, in seniority order, shall be given the first opportunity for any temporary work and shall be paid at the temporary employee rate of pay. Any laid off employee who elects to sub shall be placed at the top of the sub list and called before all other substitutes.

N. Employees shall remain on the recall list for four (4) years.

Each employee is responsible for keeping the Employer advised in writing of any change of address and phone number and will not be excused for failure to report for work on recall if the employee fails to receive recall notice because of the employee's own failure to advise the Employer in writing of changes of address and phone number.

O. Laid off employees shall be recalled in reverse order of layoff. Any positions which become vacant or are newly created while employees are on the recall list will first be

posted internally and, if not filled, will be subject to the recall provisions. Employees who have exercised their seniority to bump or who have been bumped shall be given the first opportunity to return to their former classification.

P. Recall shall be by written, certified mail, return receipt requested, to the employee's last known address. Such notice shall require that the employee report for work within fourteen (14) days of delivery or proof of non-delivery. Copies of all recall notices shall be provided to the Association.

ARTICLE VIII
VACANCIES, PROMOTIONS, TRANSFERS

A. A vacancy shall be defined as a newly created position or a present position within the bargaining unit which the District intends to fill and has become vacant due to resignation, retirement, termination, leave, death, demotion, transfer or promotion. Vacancies shall be posted within ten (10) working days of the vacancy. In cases where posting within ten (10) days isn't possible, the Association President will be notified and provided with the circumstances and a new posting timeline. The posting shall be sent to the Association President and each Plant Engineer. The Plant Engineer will place the posting for five (5) working days in a designated location accessible to all members of the unit. Time limits may be altered by mutual agreement of the parties.

B. A transfer shall be defined as a move between shifts and/or building locations within the same job classification. Employees shall indicate their interest in transferring in writing. The most senior (department seniority) employee within the job classification will be awarded the position.

C. Should no one within the job classification apply for a transfer, other employees in the bargaining unit may apply and shall receive consideration along with outside applicants. The position shall be filled by the most qualified applicant as determined by the Employer. In the event a bargaining unit member is denied the position, reasons for denial shall be provided if requested by the unsuccessful candidate.

D. A promotion is defined as a movement from one job classification to a higher paying job classification. The position shall be awarded to the most qualified individual as determined by the Employer.

E. If the Employer determines the candidates meet the qualifications, then the most senior qualified employee within the department (department seniority) will be given the job for a forty (40) working day trial period before hiring from outside the bargaining unit. If an employee selected from within the bargaining unit is unsatisfactory in the new position, the employee shall be returned to their former classification. In the event a bargaining unit member from within the department does not receive the promotion, reasons for denial shall be provided if requested by the unsuccessful applicant.

F. If an employee is selected for promotion or transfer, the member will be given a twenty (20) working day trial period during which the member may revert back to their former classification if the member so desires.

G. During all trial periods, the employee will receive the pay rate of the new position; however, the employee's seniority will continue to accrue in the old/original department. When the employee successfully completes a trial period, the employee's seniority (back to the first [1st] day of the trial period) shall revert to the new department.

ARTICLE IX
COMPENSATION

A. Wages shall be set forth in Schedule A attached hereto.

B. Wages will be paid bi-weekly via direct deposit in accordance with the payroll schedule and the direct deposit guidelines. Beginning July 1, 2026, regular salary payments will be issued twice monthly via direct deposit in accordance with the payroll schedule and the direct deposit guidelines.

C. Employees will receive a telephone stipend in the amount of Fifteen Dollars ($15) per month for twelve (12) months.

D. Employees required in the course of their work to drive personal automobiles from one building to another or on other approved school business shall receive a car mileage allowance at the established annual IRS rate. Reimbursement shall be requested on no more than a once per month basis and shall be requested by June 30 for reimbursement from the previous year.

E. Employees in the technical department who use their vehicles for school business on a regular basis (as determined by the supervisor) shall be given a vehicle allowance of Five Hundred Fifty Dollars ($550) per year. Payment shall be made at the end of each school year. Employees must complete the school year in order to be eligible for the payment.

F. In the event that the Employer provides in-service training and requires attendance at such in-service, employees shall be paid their regular hourly rate.

G. Employees may request approval to take outside courses of instruction in areas directly related to their employment responsibilities. If such a request is approved by the Superintendent or designee, tuition and books (but not additional wages or transportation) shall be paid upon submission of evidence of satisfactory completion of approved course(s).

H. Upon separation (excluding termination) from the District, employees shall be paid Forty Dollars ($40) per day for unused sick time. Such separation (excluding termination) pay will be paid provided the employee has been employed by the West Bloomfield School District for five (5) years. If an employee dies while employed by the West Bloomfield School District, the separation pay for the unused sick time will be paid to that employee's estate. Any days accumulated beyond one hundred eighty (180) days will be donated to the WBMT Sick Bank at the time the employee separates from the District.

I. Upon retirement from the District, employees who are eligible for MPSERS benefits under the regular or early retirement plans (excluding deferred retirement and disability retirement) will be paid Fifty Dollars ($50) for each unused sick day up to a maximum of one hundred eighty (180) days. Such funds will be deposited by the District into one of the 403(b) plans offered by the District. The employee shall select the plan. Any accumulated days beyond one hundred eighty (180) days will be donated to the WBMT sick bank.

Employees hired prior to August 31, 2014, and with over fifteen (15) years of service to the District will be paid Fifty Dollars ($50) for each unused sick day up to a maximum of one hundred ninety (190) days.

J. Any employee who is laid off and subsequently terminates their employment will have all unused sick days donated to the WBMT sick bank.

ARTICLE X
HOURS OF WORK

A. For the purpose of definition, the first (1st) shift is any shift that regularly starts at or after 4:00 a.m., but before 11:00 a.m.

The second (2nd) shift is any shift that regularly starts at or after 11:00 a.m., but before 7:00 p.m.

The third (3rd) shift is any shift that regularly starts at or after 7:00 p.m., but before 4:00 a.m.

B. The hours for first (1st) shift employees consist of eight and one-half (8-1/2) hours including an unpaid thirty (30) minute lunch period.

C. Second (2nd) and third (3rd) shift employees shall work an eight (8) hour shift including a thirty (30) minute paid lunch period. Such paid lunch is in lieu of a shift differential.

D. All employees shall have a duty free lunch period except where it is necessary because of an emergency for them to perform duties during the lunch period. In these cases, if the period is unpaid, the employee shall be offered an equal amount of time.

E. The starting and ending times of the custodial shifts will not be altered by more than one (1) hour during the school year unless there is an agreement between the District and the Association.

F. The Employer shall notify the Association of summer shift hours for custodial employees on or about June 1 and shall set a date during the five (5) days following notification at which time the Association may confer.

G. Shifts may be reasonably adjusted when deemed necessary by the Employer. No shift changes will be made for a period of less than one (1) week unless there is mutual agreement between the parties.

H. Employees shall be guaranteed a minimum call-in time of one (1) hour. This time will be considered emergency overtime and will not be equalized or counted for or against an employee on the overtime list.

I. Employees may take up to a maximum of two (2) fifteen (15) minute breaks during each shift period.

ARTICLE XI
OVERTIME PROVISIONS

A. General Provisions

1. Holidays and paid sick leave shall be included as work time for purposes of determining overtime for all departments.

2. Any employee who works on a Sunday (as long as it is not included in the employee's regular work week) shall be paid double the employee's hourly rate. Any employee who works on holiday (as listed in Article XII) or on a Sunday attached to a holiday, shall be paid triple time for all hours worked.

3. All employees who wish overtime shall be placed on an overtime list by department seniority. Overtime shall be distributed on a rotation basis starting with the highest department seniority employee and rotated to the least senior employee. Thereafter, overtime shall be offered on the basis of low hours.

4. Employees who sign up for overtime after the initial list for the period is established will be placed at the bottom of the list at high hours.

5. Overtime lists shall be posted and updated as overtime occurs. Employees not desiring overtime shall indicate, in writing, each period that they do not want overtime. Should an employee wish to begin or return to the overtime list, the employee may do so at the beginning of each overtime period. Any employee on the overtime list who declines overtime three (3) consecutive times will be removed from the list for the remainder of the period. The Employer reserves the right to require overtime whenever its needs exceed the availability of volunteer list.

6. Employees will be credited for overtime worked or charged for overtime refused at the rate they would be paid: i.e., eight (8) hours on Saturday equals twelve (12) hours of pay and eight (8) hours on Sunday equals sixteen (16) hours of pay.

7. Overtime will be equalized among employees in a department or (for custodians) by building according to the periods noted in the specific department below.

8. Regular straight time hourly pay rates will be granted for management required attendance at approved classes, whether attendance is within or outside of the

employee's regular work hours if such classes require the employee to work no more than eight (8) hours in a day or forty (40) hours in a week or Saturday work.

9. If an employee is scheduled for vacation on Friday and if the employee does not wish to work overtime or perform building checks on the weekend, the employee will not be scheduled or charged for overtime.

B. Maintenance/Utility

1. Employees in this department are all maintenance employees and groundskeeper/utility I and II.

2. Approved overtime will be paid at the rate of time and one half (1-1/2) for work over eight (8) hours per day or forty (40) hours per week or for Saturday work.

3. Each employee in this department may be offered overtime in the employee's specific trade/area.

4. All maintenance employees are eligible to sign the overtime list for athletics and snow plowing. Employees will be ranked on this list by overtime hours, including trade specific hours. This list will be rotated and equalized to the extent possible.

5. Overtime will be equalized every six (6) months on these lists on July 1 and January 1.

6. Emergency overtime will be defined as available work for which there is not at least twenty-four (24) hours notice. Coming in early or staying late for one's shift will be counted as emergency overtime. Refusal of emergency overtime is not counted against an employee, neither in charging hours or counting as a refusal. All emergency hours worked are counted according to Section A. 6. of this Article.

C. Technical - Media

1. Employees in this department are the Auditorium Technical Coordinator, the Assistant Auditorium Technical Coordinator and Electronic Technicians.

2. Employees in this department/classification, may, with the approval of their supervisor, create a schedule which may include paid overtime, flex time or compensatory time. If flex time is used, such time will normally be scheduled within a pay period. A limit to the amount of compensatory time banked may be set by management and at no time shall the limit exceed those limits outlined by state law.

3. Approved paid overtime will be paid at the rate of time and one half (1-1/2) for work over eight (8) hours per day or forty (40) hours per week or for Saturday work. Compensatory time will be accumulated in a like manner.

4. When overtime is offered, every effort will be made to ensure fairness to all employees in this department. Overtime usage will be reviewed for fairness every six (6) months.

ARTICLE XII
HOLIDAYS AND VACATIONS

A. Holidays

1. The following paid holidays shall be granted to all non-probationary employees, provided the employee:

    a. Worked their scheduled hours on the day previous to and after the holiday;

    b. Was absent prior to or following the holiday with substantiated sick leave;

    c. Any other exception granted by the Superintendent or designee;

    d. Is on approved paid vacation.

HOLIDAYS

Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
December 24 - Christmas Eve
December 25 - Christmas Day
December 31 - New Year's Eve
January 1 - New Year's Day
Martin Luther King, Jr., Day
Good Friday
Memorial Day
*Juneteenth National Independence Day
* Independence Day

*This holiday applies only to twelve (12)month employees.

2. Holiday pay is based on the employee's hourly rate and regular work day (not to exceed eight [8] hours immediately prior to the holiday).

3. Should any of the designated holidays fall on Saturday or Sunday or on a work day for teachers and/or pupils, they shall be observed on alternate work days as established by the Employer.

4. The employee may elect to move one (1) holiday per year with the supervisor’s approval. The request to move a holiday must be submitted in writing to the supervisor at least ten (10) business days in advance. The employee shall then work the regularly scheduled holiday without additional pay and receives holiday

pay only on the newly selected date. Should the employee be called in on the newly selected date, the employee is eligible for holiday overtime pay.

B. Vacations

1. Employees shall be granted vacations which shall be scheduled with and approved by the Employer subject to the following:

    a. Requests for vacation for more than one (1) day shall be submitted in writing at least seven (7) days in advance.
    b. Requests for vacation of one (1) day or less shall be made first verbally with the appropriate supervisor, at least forty-eight (48) hours in advance, and then followed in writing if approved.

    c. All vacation is subject to the approval of the Employer.

    d. Exceptions to the above timelines may be made by the Employer at their discretion.

    Regular full-time, twelve (12) month employees shall earn vacation pay in accordance with the following schedule:

    First (1st) year of employment - Prorated, based on ten (10) days per year, after completion of probation through June 30.

    After one (1) year through the fifth (5th) year…… ten (10) days
    After five (5) years through the tenth (10th) year……fifteen (15) days
    After ten (10) years through the fifteenth (15th) year……twenty (20) days
    After fifteen (15) years and over……twenty-five (25) days

    An employee working in more than one (1) department during the same year shall receive vacation for the department in which the employee works for the majority of their wages during the school year.

2. No more than thirty (30) days of annual leave may be accumulated and normally all vacation earned should be taken on an annual basis. Special circumstances may cause more days to be accumulated beyond the thirty (30) days. All accumulations of more than thirty (30) days must be approved by the supervisor.

3. An employee who resigns with two (2) weeks notice or is discharged shall receive pay for any vacation time accrued prior to the employee's resignation or discharge. Layoffs shall be treated in the same manner as resignations.

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

ARTICLE XIII
INSURANCE

A. The Board shall provide one (1) of the following options to each employee who works at least thirty (30) hours per week and ten (10) months per year. The District currently pays the state CAP amount for healthcare and the employee premium shall be adjusted based on insurance premiums and state CAP adjustment in January.

B. Both parties recognize that the District has the ability to change from the CAP to 80/20 and vice versa. In consideration of the staff and their financial planning, the District will give notice to the Association of any changes in a timely manner and agrees not to make this change more than once per benefit year.

C. The District will pre-fund the HSA in the amount of One Thousand Dollars ($1,000) for single coverage and Two Thousand Dollars ($2,000) for two (2) person and full family coverage on a yearly basis.

MESSA OPTION 1

- Choices — $1,000/$2,000 Deductible
$20 Office Visit Rider
5 Tier Rx Plan
- Delta Dental — 80/80/80/50 or 50/50/50/50:
$1,000 Yearly Maximum on Class I, II, III
$1,000 Lifetime Maximum on Class IV
- Negotiated Life — $30,000 with Accidental Death and Dismemberment
- Vision — VSP 2
- Long-Term Disability — 50%
Maximum Benefit $2,500
Maximum Monthly Salary $5,000
120 calendar day straight wait
Alcohol/Drug – 2 years
Mental/Nervous – 2 years

MESSA OPTION 2

- Choices — $1,000/$2,000 Deductible
20% Coinsurance
5 Tier Rx Plan
- Delta Dental — 80/80/80/50 or 50/50/50/50:
$1,000 Yearly Maximum on Class I, II, III
$1,000 Lifetime Maximum on Class IV
- Negotiated Life — $30,000 with Accidental Death and Dismemberment

- Vision — VSP 2
- Long-Term Disability — 50%
Maximum Benefit $2,500
Maximum Monthly Salary $5,000
120 calendar day straight wait
Alcohol/Drug – 2 years
Mental/Nervous – 2 years

MESSA OPTION 3

- Choices ABC Plan 2 — $2,000/$4,000 Deductible
5 Tier Rx Plan
- Delta Dental — 80/80/80/50 or 50/50/50/50:
$1,000 Yearly Maximum on Class I, II, III
$1,000 Lifetime Maximum on Class IV
- Negotiated Life — $30,000 with Accidental Death and Dismemberment
- Vision — VSP 2
- Long-Term Disability — 50%
Maximum Benefit $2,500
Maximum Monthly Salary $5,000
120 calendar day straight wait
Alcohol/Drug – 2 years
Mental/Nervous – 2 years

MESSA OPTION 4

- Essentials — $375/$750 Deductible
20% Coinsurance
5 Tier Rx Plan
- Delta Dental — 80/80/80/50 or 50/50/50/50:
$3,000 Yearly Maximum on Class I, II, III
$3,000 Lifetime Maximum on Class IV
- Negotiated Life — $30,000 with Accidental Death and Dismemberment
- Vision — VSP Gold 3
- Long-Term Disability — 50%
Maximum Benefit $2,500
Maximum Monthly Salary $5,000
120 calendar day straight wait
Alcohol/Drug – 2 years

Mental/Nervous – 2 years

MESSA OPTION 5 (for employees not electing health insurance coverage)

- Delta Dental — 80/80/80/50 or 50/50/50/50:
  $1,000 Yearly Maximum on Class I, II, III
  $1,000 Lifetime Maximum on Class IV
- Negotiated Life — $30,000 with Accidental Death and Dismemberment
- Vision — VSP 3 Plus
- Long-Term Disability — 50%
  Maximum Benefit $2,500
  Maximum Monthly Salary $5,000
  120 calendar day straight wait
  Alcohol/Drug – 2 years
  Mental/Nervous – 2 years
- Additional Salary — $300 per month

The Board shall provide to employees hired after June 30, 2008, who work at least twenty (20) hours per week and ten (10) months per year, the ABC Plan 2 option for the employee only.

The employee will be eligible to purchase either short-term or long-term disability insurance through payroll deduction.

B. For employees working twenty (20) to twenty-nine (29) hours per week, the insurance coverage will be:

1. Board-paid life insurance plan of Thirty Thousand Dollars ($30,000) including accidental death/dismemberment and the accelerated Death Benefit rider.

2. The Board shall provide one-half (1/2) the state CAP towards the MESSA PAK A health plan coverage for those employees who elect such coverage.

3. The Board shall provide one-half (1/2) the full premium for Delta Dental plan coverage as described above for those employees who elect such coverage.

4. The Board shall provide one-half (1/2) the full premium for VSP Gold 3 vision plan coverage for those employees who elect such coverage.

5. If the employee does not elect health insurance coverage, the Board shall provide additional salary in the amount of one-half (1/2) that which a full-time employee receives.

C. If the employee or the employee's spouse is covered under another hospital/medical benefit program, the employee involved will not be eligible for hospital/medical coverage

with the Employer. It is understood that double coverage is prohibited. However, dental and vision insurance will have both internal and external coordination of benefits. For appropriate coverage, new employees shall certify in writing that they are entitled to such insurance coverage.

D. The provisions of the group policies and the rules and regulations of the carriers will govern the benefits and all other aspects of the coverage. Any complaint arising from the specific provisions of any insurance carrier's policies, assuming the policies comply with all state and federal laws and the negotiated specifications of this Agreement, shall not be subject to the grievance procedure.

E. Employees who are laid off or on extended leave shall have health insurance benefits provided for a thirty (30) day period after the effective date of the layoff or leave (excluding FMLA leave).

F. It is the responsibility of the employee to make an application for any of the insurance plans offered and to keep all such records current.

G. Employees may participate with District approved tax-deferred annuities. The companies are not endorsed, guaranteed or recommended by the Employer or Association. The decision to participate with any company is the employee's alone and neither the Employer nor Association shall be liable for monies invested.

H. A voluntary sick bank will be created covering employees in WBMT. Only members in good standing, who enroll in the sick bank will be eligible to use the bank. Each year between November 1 and November 30 there will be an enrollment period. For purposes of the sick bank, the sick bank year will be December 1 through November 30. All days previously donated to the sick bank from prior years will remain in the bank and form the foundation for the new voluntary sick bank.

To join the sick bank (or to rejoin the bank), an employee must donate two (2) sick leave days and be a member in good standing.

The sick bank will be administered by the sick bank committee. This committee will be made up of two (2) representative~~s~~ from the WBMT. The committee shall determine the need for additional assessments. The rules and procedures for the sick bank are set forth in the WBMT Bylaws. Any sick bank member who notifies the sick bank in writing that the member does not wish to give additional days shall be dropped from the sick bank. No days previously donated shall be returned.

Beginning with the 1995 tax year, an Uninsured Health Care Program option will be made available to bargaining unit members. The plan, which shall be established by the Board of Education, will allow bargaining unit members to enroll beginning November 1, 1994. Thereafter, bargaining unit members may enroll in the plan during the month of November for the next tax year.

Also beginning January 1, 1995, a Dependent Care Program option will be made available to bargaining unit members. The plan, which shall be established by the Board of Education, will allow bargaining unit members to enroll beginning November 1, 1994.

Thereafter, bargaining unit members may enroll in the plan during the month of November for the next tax year.

The initial plan shall be handled through Consolidated Financial, Inc. The Board may choose to change the carrier of this plan, but shall not do so without providing the Association at least sixty (60) days notice of any change.

ARTICLE XIV
PAID LEAVES OF ABSENCE

A. Full time employees shall earn and be credited with leave days at the rate of zero and fifty-five hundredths (.55) days per bi-weekly payroll period for those employees who are working and earning pay. Part time employees' leave days will be prorated based on the number of hours scheduled to work. There shall be unlimited accrual of unused days.

B. Attendance Incentive

Employees who have perfect attendance (no absences) from July 1 to June 30 shall receive attendance incentive pay of Three Hundred Twenty-Five Dollars ($325). Employees with no more than one (1) absence will receive an incentive of Two Hundred Dollars ($200). All absences are cumulative and include time off without pay, illnesses, personal business, and workers' compensation.

C. Sick Leave

1. Personal illness of the employee. The Employer may, at its discretion, request a doctor's certificate stating that the employee is able to return to work. A physician's verification of illness may be required at any time, which is subject to the approval of the Superintendent for absences due to illness of three (3) consecutive days or more and/or if a definite pattern of absence is established.

2. Absence for serious illness in the immediate family. An immediate family member is defined as spouse, child(ren), parent, brother, sister, parent-in-law, other member of the same household or other person in other close relationships if approved in writing by the building principal and the Superintendent or designee.

3. In compliance with the Earned Sick Time Act (ESTA), all covered employees shall be entitled to use earned sick leave for qualifying ESTA reasons. ESTA leave shall run concurrently with paid sick leave provided under this Agreement and shall not be in addition to the paid leave already offered.

D. Special Leave

Special leave for the following reasons, not to exceed three (3) days per year but cannot be utilized on a school day immediately before or after a holiday vacation, or the first day or last day of the school year without prior approval from the supervisor and/or the Office of Human Resources.

1. Legal business that could not be handled after work or on Saturday.

2. Additional special leave (over and above the three [3] days listed above) for important and urgent matters, such as the wedding of an employee that cannot be handled outside school hours. Special leave days must be approved by the Supervisor and the Human Resources Administrator.

E. Funeral Leave

In the event of the death of an employee's spouse, children or parents, the employee shall be granted funeral leave of up to five (5) days. Such leave shall not be deducted from the sick leave accumulated. In the event of a death in the immediate family (mother/father-in-law, brother, sister, grandparents, grandchildren, brother/sister-in-law or any person living in the same household) the employee shall be granted funeral leave not to exceed three (3) days. Such leave shall not be deducted from the sick leave accumulation. Additional days may be granted as special leave with approval; however, these days are deductible from the employee's sick leave accumulation.

F. On leave days for special leave, as well as any other leave, whenever possible such leaves must be requested in advance, in writing, and approved by the Human Resources Administrator. The request shall include a statement by the employee that the leave request is for a purpose authorized within this Section, as set forth above. The employee may be requested to set forth a specific reason for such leave. All leave days shall be subject to the following: Leave days shall not be used for personal pleasure such as hunting, fishing, skiing, sports events or extended vacations. Abuse of temporary leaves may be subject to disciplinary action.

G. The above paid leaves will be granted only to the extent that current leave days are available as accrued by the employee, except for funeral leave.

H. Jury Duty

Employees who are summoned for jury duty examination and investigation must notify the Supervisor and the Office of Human Resources within twenty-four (24) hours of receipt of such notice. If such employee then reports for jury duty, the employee shall be paid the amount of wage such employee would have otherwise earned by working that day (see calendar) and the daily jury fee paid by the Court (not including travel allowance or reimbursement of expenses) shall be signed over to the District. Such time spent on jury duty shall not be charged against an employee's leave days.

I. Worker's Compensation

An employee who is absent because of a work-related disability that is compensable under the Worker's Compensation Act will be paid as follows:

1. If the absence is for seven (7) calendar days or less, the Board shall pay the employee their regular wages, not chargeable to the employee's accumulated sick leave bank.

2. If the employee is absent by reason of such disability for more than seven (7) calendar days, and is eligible to receive Worker's Compensation payments the Board shall pay the difference between the amount paid or payable pursuant to the Michigan Worker's Compensation Act and the employee's regular salary, not chargeable to the employee's accumulated sick leave for a period of no more than twenty (20) days. The combined payments received by an employee hereunder shall not exceed the employee's regular salary for the period of disability.

   If the absence is for more than twenty (20) calendar days, the employee may elect to receive the difference between the amount or payable by the Worker's Compensation carrier and the employee's regular wages, chargeable to the employee's accumulated sick leave bank pro rata. The combined payments received by the employee shall not exceed the employee's regular wages or the accumulated sick leave including loans, if any, from the bargaining unit's sick leave bank. If the employee exhausts their sick leave bank but is continuing to receive payment from the Worker's Compensation carrier, the employee's insurances shall be held intact.

3. All absences must be verified by a doctor's statement before any payments will commence. The doctor's statement must specify the diagnosis, treatment recommended, and the length of time the employee will be absent.

4. If an employee has been released by the doctor to return to work and a follow-up visit is necessary, a doctor's statement must be submitted specifying the date of the visit. The Board shall pay for the absence (since this is not compensable by the Worker's Compensation carrier), not chargeable to the employee's accumulated sick leave bank.

5. If the Worker's Compensation carrier disputes the claim filed by the employee, the employee is expected to return to work without restriction. The employee shall retain the right to file an appeal with the Worker's Compensation carrier and utilize their sick leave bank, subject to a doctor's recommendation to remain off work. If the employee fails to return to work upon exhaustion of their sick leave bank, the employee shall be considered on unpaid leave. An unpaid leave shall be granted for up to one (1) year. Extensions beyond one (1) year shall be at the discretion of the Employer and failure to extend the unpaid leave is not subject to the grievance procedure. However, the leave must be extended if the employee has not had their Worker's Compensation claim adjudicated. The employee shall not be eligible for sick leave accrual or vacation leave accrual and shall be responsible for the payment of the employee's own insurance benefits as provided for under the COBRA Act. If the employee returns to work by the end of the unpaid leave, the employee shall be reinstated to the employee's former position, or one (1) of equal classification. If the employee fails to return to work by the end of the unpaid leave, the employee shall be considered as terminated.

J. Maternity Leave

An employee who becomes pregnant may use her accumulated sick days for her period of confinement. The employee must report for work when her physician determines she is able to perform her duties if she does not request an unpaid leave.

K. Court Appearance

An employee who is required to appear in court at the request of the Employer, or with the approval of the Employer as a result of a job-related incident, will receive pay for all time spent in court. Such time shall not be deducted from the employee's paid leave bank. This provision does not apply to any legal action taken against the District. An employee who is subpoenaed to appear in court as a result of a non-job-related incident will be subject to the special leave provisions of Article XIV D.

ARTICLE XV
UNPAID LEAVES OF ABSENCE

All employees shall be eligible to request a leave of absence after completion of their probationary period, as specified below:

A. Personal or Professional

Leave of absence, without pay, for good cause shown may be granted employees for a period of up to one (1) year upon request of the employee and upon approval of the Employer. Neither seniority nor pay schedule credit will be granted for the leave, but accumulated leave days at the time of leaving will be maintained.

Any employee covered by this contract shall not lose seniority with approved unpaid leave of twenty-five (25) working days or less. Any employee requesting and given approval for leave exceeding twenty-five (25) days shall cease to accrue seniority beginning on the twenty-sixth (26th) day of the leave and extending until the leave terminates and the employee returns to work.

B. Public Office

Any employee elected or appointed to a public office, which takes the employee from their employment with the Employer, shall, upon written request of the employee, be granted a leave of absence without pay or benefits. The leave of absence shall not exceed one (1) year, but may be renewed or extended for a similar period at any time upon request of the employee. Neither seniority nor salary credit will be granted for the leave.

C. Military Leave

A military leave of absence shall be granted to any employee who shall be inducted or shall enlist (for the term of one [1] enlistment only) for military duty in any branch of the Armed Forces of the United States. Upon return from such leave, an employee shall be

placed at the same position on the salary schedule as the employee would have been had the employee been employed by the Board during such period. The period of said leave shall not exceed the period of one (1) enlistment if the employee enlists or the period covered by the original induction orders if the employee is drafted. Seniority shall continue to accumulate during this leave.

D. Association Business

Any bargaining unit employee elected or appointed by the Association to do work which takes the employee from their employment with the Employer shall, at the written request of the employee, be granted a leave of absence without pay. The period of the leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period at any time upon the request of the employee and approval of the Employer. The seniority of the individual on leave for Association business shall continue to accumulate, excluding pay increments, during the leave.

E. Medical Leave

A medical leave of absence shall be granted to employees for up to one (1) year. The leave may be extended for another year. This leave must be substantiated by a physician. If an employee is released to return to work by the physician before the expiration of the leave, the employee will be required to give the Employer at least thirty (30) calendar days' notice to be reinstated. Seniority shall continue to accumulate excluding pay increments, during the leave.

F. When an employee is on leave due to sickness or injury, the employee may return to the same position held prior to the leave, provided that employee returns to work before ninety (90) working days have lapsed following the last day of the employee's personal paid leave days or sick bank days or vacation days.

G. An employee on a non-medical leave of absence shall return to the employee's position only if the unpaid leave is for sixty (60) working days or less.

H. Upon termination of an unpaid leave of absence, the employee shall be reinstated to a position in the same classification, consistent with the employee's department seniority rights. If an employee is released by their personal physician before the expiration of a health-related leave, the employee will be required to give the Employer at least a thirty (30) calendar day notice to be reinstated. Should the employee be unable to return to work due to lack of seniority or lack of vacancies, the employee shall be considered laid off.

I. Family and Medical Leave

After a full year (at least one thousand two hundred fifty [1,250] hours) of employment, employees will be eligible to request an unpaid leave of up to twelve (12) weeks for the birth of a child, adoption of a child, foster care of a child, care of a child eighteen (18) years or younger, care for a spouse, child or parent if such relative has a serious health condition, or for their own serious illness. To be eligible for the leave, the employee must have been actively employed for one (1) full year prior to the commencement of the

leave. The Board may require that the employee exhaust all paid leave entitlement as part of the mandated twelve (12) week leave period.

Application for leave under this provision shall be made by completing the district-provided application form at least thirty (30) days prior to the commencement of the leave. If it is not possible to complete the application form in advance of the leave, the form must be completed and signed within ten (10) days of the start of the leave. The form shall state (1) the reason for the leave; (2) relationship to the individual; (3) expected beginning and ending dates; (4) physician's verification; (5) agreement to reimburse the costs of medical premiums should the employee sever employment, subject to the exceptions as outlined in the Family and Medical Leave Act Rules and Regulations.

The Board may request medical verification or other information verifying the need for the leave. The commencement and duration of the leave may be dependent on the special leave rules set forth for academic institutions in the Family and Medical Leave Act as determined by the Employer. Seniority shall continue to accrue during the leave. Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were at work. If the employee returns to work immediately following the twelve (12) weeks of leave, the employee shall return to the same position or a position equivalent to the position held prior to the leave. If the leave continues for longer than twelve weeks, the employee will return under the conditions stated in Section F or H of this Article.

ARTICLE XVI
GENERAL PROVISIONS

A. Temporary Employees

Temporary employees (those hired for a period of sixty [60] working days or less per year) are not considered part of the regular work force and are not entitled to seniority, sick leave or other benefits. Any employee working more than sixty (60) consecutive days in any one (1) year shall be considered a regular employee on the sixty-first (61st) day.

B. Association Bulletin Board

The Employer will provide one (1) bulletin board per building apart from student sections of the building and in a location approved by the principal or immediate supervisor which may be used by the Association for posting Association notices. The Association shall also have access to the inter-school mailing system for distribution of notices to be posted.

C. Facility Use

The Association will be permitted to use the school facilities for regular and special business meetings of the Association and for committee meetings on Association business provided the facilities/rooms are arranged and approved in advance. In

addition, meetings shall be held during non-work hours and without disrupting other commitments for use of the premises.

D. Work/Building and Grounds

Employees in the maintenance department shall work in the buildings and on the grounds as necessary.

E. Inclement Weather Days

On inclement weather days when school is canceled by the Superintendent, maintenance people will be expected to report to work if at all possible on their regular shift unless notified differently by administration. Those reporting will receive additional vacation hours equal to hours worked. In the event these employees are not able to report to duty, they will be charged a leave day. If they are asked to report to work, and if they do, they will be granted an additional leave day. Employees who are not required to report on inclement weather days will not be charged sick or vacation days.

In the event a building is closed due to a power outage but the District is open personnel may be assigned to work in another facility in the District.

F. Uniforms

1. Maintenance

Maintenance/Utility will receive five (5) uniforms per year (shirts and trousers); three (3) T-shirts; two (2) sets of coveralls (or bibs and vests**)** per year. The District will provide a jacket allowance in the amount of two hundred and seventy five dollars ($275) each year payable in the first check in October. Jackets must be maintained in a presentable manner and replaced as needed.

2. Technicians

Technicians will be provided five (5) knit shirts per year. The District will provide a jacket allowance in the amount of one hundred and fifty dollars ($150) each year in the first check in October. Jackets must be maintained in a presentable manner and replaced as needed.

3. Employees in the Technical Departments will be provided with a trouser allowance in the amount of One Hundred Twenty Five Dollars ($125).

4. Measurements will be provided by a selected company to ensure a proper fit. All uniforms provided by the Employer will be in a style and color specified by the supervisor. Shirts and jackets shall be imprinted with school name and logo. Employees will wash and press their own uniforms. Uniforms will be kept clean and well pressed at all times. Employees agree to eliminate the wearing of any other clothing with names, pictures, graphics, slogans or statements of any kind. Exceptions will be designer's name or manufacturer's name on clothing and Association insignia. Issued uniforms must be worn at all times by employees.

To receive a new jacket, employees must turn in their old jacket to the supervisor. Upon termination from the District, an employee must turn in all uniforms and jackets in their possession.

G. Shoe and Boot Allowance

Employees will be provided with a yearly leather shoe and boot allowance in the amount of Two Hundred Fifty Dollars ($250) each year. Said allowance shall be paid at the end of each school year. Employees must complete the school year in order to be eligible for the allowance. All employees receiving a boot allowance must wear protective shoes during working hours. The District will provide protective rubber shoe/boot covers.

H. Computer Use

Employees will be allowed to use District owned computers for appropriate work related use subject to Board Policy 7540.04. Computers available for employee use will be designated at each work site. Each employee will be provided with an email address and basic training on the computer. Board Policy 7540.04 will be distributed to each employee. Use of computers will be restricted to the employee's training, break and lunch times unless computer use is part of the employee's regular work.

I. The Employer will pay all costs for the DOT physical to renew an employee's CDL.

J. Employees may elect to have Association dues and contributions to the Association's Political Action Committee (PAC) deducted directly from their pay. Payroll deductions for dues and PAC contributions will be governed by the following procedures.

1. Each employee wishing to have Association dues or PAC contributions withheld from their pay must submit a signed authorization form to the Business Office.

2. The Association will provide the Business Office with the appropriate dues calculations to withhold from the employee's pay. If the amount of an employee's dues deduction changes during the school year, the Association will promptly provide the Business Office with the updated calculation and the change will be applied within ten (10) business days or as soon as practicable.

3. Payroll deductions for dues collection will be made in twenty (20) substantially equal installments beginning with the first (1st) pay in September. Payroll deductions for PAC contributions will be made in one (1) lump sum payment or in substantially equal installments following the Association's PAC campaign.

4. The Business Office will process new requests for payroll deductions within fifteen (15) business days from receipt of the written request or as soon as practicable.

5. The District will discontinue an employee's payroll deduction upon written notice from the employee or the Association.

6. At each payroll cycle, the District will provide the Association with a report of employee names and the amount of dues/PAC contributions deducted from each of their pay.

K. For any legal action against the District arising from its compliance with Article XVI, Section J, the Association will defend the District through legal counsel selected by the Association if the District:

1. Provides notice to the Association.

2. Does not object to the Association intervening as a party if it so desires.

3. Cooperates with the Association and its counsel in defending the action.

The Association has authority to compromise and settle any claim it defends pursuant to Article XVI, Section J.

In any action so defended, the Association will indemnify and hold harmless the Board and its agents from any liability and costs imposed by a final judgment of a court or administrative agency as a direct consequence of complying with Article XVI, Section J.

ARTICLE XVII
DISCOUNTS

A. Staff will receive a Twenty-Five Percent (25%) discount on all community education programs excluding aquatics programs. If a staff member is teaching a community education class there will be no charge for the staff member's child(ren) to participate.

B. Staff and one (1) guest will receive free entry to all home athletic events (excludes playoffs) and all fine arts events.

C. Staff will receive one (1) Twenty-Five Percent (25%) discount at Laker Landing per year.

D. Staff will receive a Fifty Dollar ($50) discount on a high school yearbook and a Fifty Percent (50%) discount on a middle school and elementary school yearbook.

E. Parking passes at the high school will cost Five Dollars ($5) for an employee's student.

F. Staff will receive eight (8) tickets to West Bloomfield High School's graduation when an immediate family member or a member of their household is graduating.

ARTICLE XVIII
CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Employer, the Association, and employees 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 provisions shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect.

ARTICLE XIX
NO STRIKE, NO LOCKOUT

A. During the life of this Agreement, the Association 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 379 of 1965 to-wit: "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."

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

ARTICLE XX
WAIVER

A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter existing on its effective date and not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. Either party may request to meet for the purpose of negotiating supplemental agreements. Such negotiations are voluntary on the part of each party and will only be entered into by mutual consent. Any supplemental agreement to cover new job classifications within the unit or other mandatory subjects for collective bargaining shall be subject to the approval of the Employer and the Association. Any such supplemental agreement shall be approved or rejected within a period of thirty (30) calendar days following the date of tentative Agreement.

ARTICLE XXI
DURATION OF AGREEMENT

This Agreement represents the entire Agreement between the Employer and the AssociationUnion and supersedes all prior Agreements and cancels all previous Agreements, verbal or written, between the parties, and shall become of full force and effect from July 1, 2025, and shall continue in full force and effect until midnight, June 30, 2027, and from year to year thereafter unless either party hereto shall give the other party at least sixty (60) days written notice, by certified mail, to open negotiations for the purpose of the wage and benefits reopener before the end of the term of this Agreement or before the end of any annual period thereafter, of its desire to terminate.

Either party may request that negotiations for the full collective bargaining agreement officially commence no later than April 1, 2027.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

WEST BLOOMFIELD SCHOOLS BOARD OF EDUCATION:

Eric Whitney — 8/11/2025
Eric Whitney
Deputy Superintendent of Talent Development and Management
Date

Dania H. Bazzi — 8/11/2025
Dania H. Bazzi, Ph.D.
Superintendent
Date

Stacy Brickman — 8/11/2025
Stacy Brickman
Board of Education President
Date

WEST BLOOMFIELD MAINTENANCE AND TECHNICIANS, MEA-NEA:

Brian Low — 8/11/2025
Brian Low
WBMT President
Date

Kim Abel — 8/11/2025
Kim Abel
MEA Representative
Date

SCHEDULE A
WAGE SCHEDULE

2025-2026

Department/Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Tech I	$ 21.11	$ 23.67	$ 23.87	$ 24.05	$ 24.38	$ 26.93
Tech II	$ 24.73	$ 27.82	$ 28.06	$ 28.30	$ 28.72	$ 31.71
Maintenance	$ 24.73	$ 27.82	$ 28.06	$ 28.30	$ 28.72	$ 31.71
General Utility	$ 16.43	$ 19.25	$ 19.46	$ 19.62	$ 19.93	$ 22.13
Groundskeeper/Utility I	$18.74	$ 21.19	$ 21.52	$ 21.70	$ 22.01	$ 24.47
Groundskeeper/Utility II	$ 20.15	$ 22.79	$ 23.01	$ 23.12	$ 23.43	$ 25.86

Each “step” represents one calendar year. If hired between September 1 and February 29 the employee will move up a STEP on the following September 1. If hired between March 1 and July 31, the employee will have to wait until the second September 1 to move up a STEP.

Effective for the 2025-2026 school year:

- Step advancement as eligible on schedule.
- Add Sixty-Two Cents ($0.62) to the hourly wage at each classification and each step.
- The Parties will meet within thirty (30) calendar days of the adoption of an Oakland County Enhancement Millage for a salary reopener if the Enhancement Millage results in a net increase to the District’s budget.

SCHEDULE A
WAGE SCHEDULE

2026-2027

Department/Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Tech I	$ 21.61	$ 24.17	$ 24.37	$ 24.55	$ 24.88	$ 27.43
Tech II	$ 25.23	$ 28.32	$ 28.56	$ 28.80	$ 29.22	$ 32.21
Maintenance	$ 25.23	$ 28.32	$ 28.56	$ 28.80	$ 29.22	$ 32.21
General Utility	$ 16.93	$ 19.75	$ 19.96	$ 20.12	$ 20.43	$ 22.63
Groundskeeper/Utility I	$ 19.24	$ 21.69	$ 22.02	$ 22.20	$ 22.51	$ 24.97
Groundskeeper/Utility II	$ 20.65	$ 23.29	$ 23.51	$ 23.62	$ 23.93	$ 26.36

Each “step” represents one calendar year. If hired between September 1 and February 29 the employee will move up a STEP on the following September 1. If hired between March 1 and July 31, the employee will have to wait until the second September 1 to move up a STEP.

Effective for the 2026-2027 school year:

- Step advancement as eligible on schedule.
- Add Fifty Cents ($0.50) to the hourly wage at each classification and each step.
- The Parties will meet within thirty (30) calendar days of the adoption of an Oakland County Enhancement Millage for a salary reopener if the Enhancement Millage results in a net increase to the District’s budget.

APPENDIX A

MAINTENANCE DEPARTMENT

Maintenance: A Maintenance employee will hold a CDL within three (3) months of hire.

Advanced skilled (experience in specific area) such as, but not limited to:

- Building Engineer
- Carpentry, Painting
- Electrical Maintenance
- Equipment Repair
- Heating-Refrigeration-Air Conditioning
- Plumbing
- Roof Repair
- Skilled Maintenance Support
- Small Engine Repair
- Welding

Or technically skilled (license, certification or over five [5] years' experience in a trade) such as, but limited to:

- Master/Licensed Electrician
- Certified in Heating/Cooling
- Master/Licensed Plumber
- Carpenter/Painter with Building License
- Master/Licensed Welder
- Playground Certification

The Employer reserves the right to determine the certification for each classification.

Additional Compensation:

- Journey, Mechanical, Electrical, Building/Contractors License One Dollar ($1) per hour

- Electrician License — One Dollar ($1) per hour
- HVAC Certification/License — One Dollar ($1) per hour
- Locksmith — One Dollar ($1) per hour

In lieu of licensure or certification, a maintenance employee may receive additional compensation of One Dollar ($1) per hour by substituting ten (10) years of service and demonstrated competence, as verified by the employee's supervisor, in three (3) of the following: HVAC, locksmith, plumbing, and pool maintenance.

Groundskeeper/Utility I: A Groundskeeper/Utility I employee will hold at least one (1) Certification and hold a CDL.

Groundskeeper/Utility II: A Groundskeeper/Utility II employee will hold at least two (2) Certifications (one [1] of which must include the Pesticide Application Certification), hold a CDL and have served as a Groundskeeper/Utility I employee for five (5) years.

The certification areas can include but are not limited to the following areas:

- Pesticide Application Certification
- Sports Turf Certification
- Playground Equipment Inspector Certification
- Pool Operator Certification
- Operator of Heavy Equipment Certification
- Other acceptable certificates as determined by the Employer

Groundskeeper/Utility will receive an additional One Dollar ($1) per hour for more than three (3) areas of certification as listed above.

TECHNICAL DEPARTMENT

This department includes the Auditorium Technical Coordinator, the Assistant Auditorium Technical Coordinator and Computer Technicians**.**

Technician I: An employee with basic technical experience or training.

Technician II: An employee who graduates from an accredited training school, having successfully completed course work or have at least five (5) years equivalent training.

OR

After five (5) years of experience within the West Bloomfield School District or five (5) years of comparable experience, a Technician I may advance to the Technician II classification.

UTILITY DEPARTMENT

General: To provide general utility throughout the District as assigned. If assigned to other departments, employees in the Utility Department will be eligible for overtime in those departments.

LETTER OF UNDERSTANDING
between the
WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION
and the
WEST BLOOMFIELD MT, MEA/NEA

REMOVAL OF POSITIONS

Due to the outsourcing of Custodian, Vehicle Technicians, Mail Truck, Food Truck and Computer Techs, the parties agree to the following:

- Should the District release the private contractor and/or hire directly for any position listed in the 2011-2012 Master Agreement, the Association and the District will meet to determine bargain compensation/benefits for those positions. This will include the following positions:
    - Custodial
    - Plant Engineer
    - Night Leader
    - Utility (Food and Mail Truck)
    - Vehicle Technician
    - Computer Techs