

MASTER AGREEMENT  
BETWEEN THE  
BOARD OF EDUCATION  
OF THE  
GREENVILLE PUBLIC SCHOOLS  
AND THE  
GREENVILLE EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION  
ME/NEA

JULY 1, 2005 - JUNE 30, 2008

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## **AGREEMENT**

This Agreement is entered into by and between the BOARD OF EDUCATION of the GREENVILLE SCHOOL DISTRICT (hereinafter called the "Board"), and the GREENVILLE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION - MEA/NEA (hereinafter called the "Association").

The provisions of this contract shall be applied in accordance with State and Federal Civil Rights Laws. The employee shall be entitled to full rights of citizenship, and no lawful, religious or political activities of any employee, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such employee, provided that no such activities shall interfere with the proper performance of the employee's duties.

# ARTICLE 1

## RECOGNITION

A. The Board recognizes the Association as the exclusive bargaining representative for the following employee classifications:

1. Custodians
2. Maintenance
3. Grounds
4. Transportation—Drivers
5. Transportation—Mechanics
6. Para-educators (Teacher, Media, Computer, Secretarial) must meet one of the following no later than June 30, 2006.
  - a. Associates degree or higher or
  - b. Two years of college level credit (60 hours) or
  - c. Pass the MTTC Basic Skills or Work Keys in areas of reading, writing and math
7. Music Accompanists
8. Non-Instructional Assistants
9. Food & Nutrition

The term “Employee” when used in this Agreement shall refer to those employees in the bargaining unit herein defined.

B. Excluded employees from the bargaining unit will be:

1. Directors or Supervisors
2. Student employees
3. Substitute employees
4. Temporary employees
5. Latchkey program employees
6. Volunteer coordinator
7. Delivery and mail employees
8. Technology technician employees
9. Dispatcher employee
10. Technology help desk employee

C. The following employees shall be covered by this contract:

1. Custodian/Maintenance/Grounds employees who work half-time (four 4 hours) or more per day. Not more than one part-time custodian will be assigned work at a building location.
2. Any driver who is scheduled to drive a scheduled regular run on a daily basis.
3. Para-educators (Teacher, Media, Computer, Secretary, Music Accompanists, Non-instructional Assistants.
4. Food & Nutrition Department employees.

D. The Board will not negotiate with any other employee’s organization with respect to the employees covered by this Agreement during its life.



## ARTICLE 2

### BOARD RIGHTS

- A. The Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and the Constitutions of the State of Michigan and of the United States provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.
- B. The Board hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, except as expressly limited by the terms of this Agreement.
- C. The Board retains and reserves its rights to select, hire, manage, transfer, evaluate, discipline, and terminate bargaining unit members in a manner that is in conformity with the terms of this Agreement.
- D. Each employee shall take any physical or mental examinations required by the Board. The Board shall pay the full cost of required examinations provided by the Board's designated doctor.

## ARTICLE 3

### ASSOCIATION RIGHTS

#### A. Membership and Dues

1. Each employee in the unit shall, as a condition of their employment, either become and remain a member of the Association or pay a service fee to the Association in an amount equal to monthly dues. All service fees paid thereunder shall be held in a separate trust account and be used exclusively for scholarships for students of the Greenville Public Schools. This fund shall be administered by the Association.
  2. The Board will deduct from the pay of each employee who authorizes such deduction in writing, MEA/NEA PAC, and regular monthly membership dues uniformly required by the Association of its members or the service fee mentioned above. Such deduction shall be made from the first regular salary check of each month and promptly remitted to the Association or the scholarship fund.
- B. The Association shall have the right to use school buildings for meetings of employees and school office type equipment on terms no less favorable than such buildings or equipment are made available to any other school employee organization.
- C. Employees who belong to the Association will be allowed to place bulletins of an informative nature on the employee bulletin boards and may utilize the internal school mail system.
- D. Employees will be allowed unpaid time away from their regular hours of work not to exceed three (3), two (2) hour periods beginning on or after 5:00 p.m., per school year, when required to attend Association membership meetings. The time away from the job is to be made up the same calendar day and must not be scheduled for days when the employee is scheduled to be in attendance for special building activities. Prior approval for such leave must be obtained at least three (3) days in advance from the supervisor, who will approve or disapprove such requests in writing.
- E. Duly authorized representatives of the Association will be allowed to transact official business on school property provided they transact business with employees on lunch break or before or after the employee's shift or run. The employees may transact business on the telephone during their rest period. Representatives will notify the supervisor's office or the building administrator of their presence on school district property before meeting with the employees. The Association will bear the cost of any long distance calls that it makes.
- F. The Board shall provide, at no cost to the Association, fifteen (15) working days per year of paid release time to attend a function of the Association, such as conferences, training sessions, and conventions. No more than one (1) employee per classification will be allowed to use an Association day at a time.

## ARTICLE 4

### EMPLOYEE RIGHTS

- A. Each employee shall serve a probationary period of sixty (60) working days. During such probationary period, the employee may be discharged or disciplined without recourse to the grievance procedure. The sixty (60) working days may be extended up to ninety (90) working days when the Board deems it necessary. The Association will be notified of any proposed extension and the employee's name and last probationary day of work would be specified. No paid fringe benefits or paid leaves will accrue during the probationary period. An employee, otherwise eligible under this Agreement, who wishes health insurance coverage may obtain it on the first day of the month following their date of hire. In addition, for employees who successfully complete their probationary period, vacation will accrue from the date of hire.
- B. For purposes of this Agreement, a full-time employee is one who is regularly scheduled to work forty (40) hours per week or in the case of bus drivers, is regularly scheduled to drive two (2) double runs per day during the school year.
- C. A regular (non-probationary) employee shall not be disciplined or discharged except for just cause. Discipline and discharge shall be subject to Article 14, Grievance Procedure.
- D. Employees will be evaluated in writing at least once every two (2) years and may be evaluated more often at the discretion of the Board. It is the goal of the Board that school year employee will be given a copy of their evaluation by May 1. It is the goal of the Board that full year employees will be given a copy of their evaluations by June 1. The original will be placed in the employee's personnel file. Evaluations shall not be subject to the grievance procedure, however, if the employee feels the evaluation was incomplete or unjust, a copy of any written objection(s) they may subsequently make will be attached to the evaluation report. A representative of the Association may, at the employee's request, accompany the employee at any post-evaluation meeting(s) held to review the specific objection(s) the employee wishes to raise.
- E. Employees shall, upon request, have the right to review the contents of their personnel file. A representative of the Association may, at the employee's request, accompany the employee at the time of such review.
- F. Any complaints against an employee will be called to the employee's attention before any adverse action is taken based thereon. If such complaint is to be made a part of the employee's personnel file, the employee may submit a written statement to be attached to and filed with the original complaint. If requested, the employee shall sign or initial the complaint to acknowledge that it was shown to them.
- G. Adequate parking in a designated area will be made available to each employee for use during working hours.
- H. At the request of an employee, the Board will make deductions for union dues, annuity plans approved by the Board, credit union, health insurance, United Fund, and such other purposes as may be agreed to by the Board and the Association.
- I. Employees shall have primary responsibility to, and be evaluated by, one supervisor.

## ARTICLE 5

### VACANCIES, PROMOTIONS, AND TRANSFERS

#### A. Postings and Hiring's

1. Before any vacancy is filled, notice shall be posted for at least five (5) working days during which time interested employees may apply for the position. An employee interested in being considered for assignment to an open position in the bargaining unit must file a written notice of their interest with the Central Office administration. All bids must be made by the last day of posting. Before any vacancy is filled, the qualifications of each employee who has filed a notice of interest shall be reviewed.
2. Vacancies shall be filled by the Board with the best qualified person available as determined by the Board. Qualifications to be considered shall include skill, abilities, training, experience, past evaluations, service to the District and personality. Reference Appendix K.
3. The Board declares its intention to give full and equal opportunity to present staff members when filling vacancies. In cases where the qualifications of applicants are determined to be equal, the employee with the greatest total length of service will be selected. All applicants will be notified of who was selected for the posted position immediately after the selection has been made.
4. A vacancy shall be defined as an unfilled position within the bargaining unit. Such vacancy may be caused by the retirement, termination, transfer or resignation of a person currently in an existing position or by the creation of a new position.
5. In situations where it is clear temporary vacancies of 30 work days or longer exist, consideration will be given to existing employees before a substitute will be hired. In all cases the principals and/or directors will maintain final authority to select the person they feel best meets the needs of their building or department.

#### B. Bus Routes

1. Vacancies in regular bus routes will be filled at the bus drivers' meeting held in August. Regular run selections shall be made according to seniority.
2. There will be no driver changes in routes during the school year. If a route opens after the school year begins, the Transportation Director will offer the route to the most senior part-time driver. The route will be opened as a vacancy the following August. This driver shall be eligible for benefits, if they meet eligibility requirements set forth in this contract.
3. A driver vacating or not accepting a route assignment shall be placed at the bottom of the relevant eligibility list for subsequent assignments through the end of the school year.

### C. Transfers

1. The Board agrees that transfers shall be avoided if possible. Any employee transferred to a position outside the bargaining unit shall retain, but not further accumulate, any rights under this Agreement.
2. For the efficient and uninterrupted operation of the school, where circumstances are beyond the control of the school, an employee may be transferred to another assignment on a temporary basis. If such an assignment carries a higher hourly rate of pay, the employee will be paid a fifty cent (\$0.50) per hour premium for the temporary length of service if said assignment exceeds five (5) consecutive working days.
3. For the purpose of determining a route assignment under the following conditions:

If a driver is off for at least 60 calendar days on a Workers' Compensation, administrative, or a medical leave and if it is determined that the driver will be off for a minimum of 30 more calendar days, their route will be offered to the most senior part-time driver through the remainder of the school year or until the driver on leave returns (whichever occurs first).

- a. If the part-time driver agrees to the temporary route, then the vacancy created by this temporary assignment will be offered as a vacancy to a sub driver. The transferred part-time driver will be entitled to all benefits under Article 17 while assigned to the temporary route.
- b. The vacated part-time run will be offered to a sub driver as determined by the director.
- c. If the sub driver drives the route vacated by the transferred part-time driver at least thirty days, these days, and any additional days thereafter, will be counted toward required probation days. If, after the 30 day period and prior to the completion of the full probationary period, the driver returns to "sub" status, the probation days earned will be retained toward probationary requirements.
- d. When a sub driver completes their probationary period, the driver will be placed on the seniority list and will be eligible for benefits as appropriate to their run assignment (per Article 17).

## ARTICLE 6

### SENIORITY, LAYOFF AND RECALL

#### A. Seniority Listings

1. Seniority shall be defined as the length of continuous service to the district in the bargaining unit by classification and shall date from an employee's most recent starting date of employment in the unit by the district. In the event that more than one (1) employee has the same starting date, length of service will be determined by lot. Employees shall lose their length of service credit if they:
    - a. Quit or are discharged for just cause
    - b. Fail to return from a recall
    - c. Fail to return from a leave of absence or fail to comply with the conditions of any leave of absence authorized by Article 11
    - d. Retire
  2. The Board will prepare and maintain a seniority list showing the length of service in the bargaining unit by classification. The seniority list shall be prepared and posted in the buildings by October 1 of each year.
    - a. The Board will correct any error in the seniority list upon discovery and verification. The Association shall receive a copy of any subsequent revisions.
    - b. Employees leaving one classification in the bargaining unit for another classification shall maintain (without increase) their seniority in the former classification at the time of transfer and will begin acquiring seniority in the new classification at the time of transfer.
  3. Employees shall be placed on the appropriate seniority list within their classification:
    - a. If they are working half-time or more in Custodial, Maintenance, Grounds, HVAC, (four hour minimum) or Transportation (scheduled regular daily run).
    - b. All Para-educators, Music Accompanists and Non-instructional Assistants and Food and Nutrition employees.
- B. In the event a layoff becomes necessary, probationary employees in the classification affected shall be laid off first. If further layoffs are necessary, they shall be made by seniority within the classification affected, provided the employee(s) retained is qualified to satisfactorily perform the work remaining to be done without any additional training or significant orientation.
1. Full-time employees whose positions have been eliminated, shall be transferred to the same classification position held by the least senior person in the bargaining unit for which they are qualified to displace.
  2. Part-time employees whose positions have been eliminated, shall be transferred to the same classification position held by the least senior person working equal hours in the bargaining unit for whom they are qualified to displace. If there are no less senior bargaining unit members with equal hours, then the employee shall be transferred to a position held by the least senior person working less hours for which they are qualified. If this transfer results in a loss of one hour or more the transfer will be made to a less senior position for which they are qualified with hours as close as possible to the position previously held.

3. If a full-time driver position is eliminated during the school year and the driver has been transferred to another full-time route, they shall not lose more than one-half (1/2) the difference between the compensation rates for the affected bus routes for the remainder of the school year.
  4. No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff at least ten (10) working days prior to the effective date of the layoff.
  5. A laid-off employee, if interested, shall be granted priority status on the substitute list. These substitutes will be used on a rotation basis.
  6. Laid-off employees may continue their health insurance by paying the regular monthly subscriber group rate premium to the payroll office by the fifteenth (15th) of the month prior to the month of coverage. This group health insurance coverage will be limited by the policies of the carrier.
- C. The Board shall recall a laid off employee to a vacant position in their classification, in reverse order of layoff.
1. No new employee shall be hired until an attempt has been made to recall qualified bargaining unit members on lay off status who have seniority in the classification in which the vacancy occurs. There shall be no obligation to post a vacant bargaining unit position in these circumstances.
  2. An employee shall retain such recall rights for a period of two (2) years after layoff, provided that such period may be extended for an additional period of one (1) year upon written request. An employee shall return to work within ten (10) working days after notice of recall is given or lose such recall rights. An employee who is laid off from a full-time job shall have the right to refuse recall to a part-time job. A part-time employee who accepts or rejects a recall position which is two or more hours less than the last position held shall maintain recall rights by seniority.

## ARTICLE 7

### HOURS OF WORK

The Board shall have the right to determine the number of hours of work, the starting time, quitting time, and the scheduling of work related activities throughout the day. The Board shall further have the right to establish, modify or change any work hours or days.

A. The regular work day and regular work week of the full-time custodial, maintenance, grounds and/or mechanic employees shall be eight (8) and forty (40) hours per week, respectively, Monday through Friday. During the winter, summer and spring breaks when school is not in session, the hours of employees may be altered with the approval of the department director.

B. Lunch and Break Periods

1. Employees shall have an unpaid duty-free lunch period of thirty (30) minutes.
2. Employees will receive a paid fifteen (15) minute break in the morning if scheduled at least two and one-half (2-1/2) hours and in the afternoon if scheduled at least two and one-half (2-1/2) hours. Custodial employees will receive one 15 minute paid break for each four hours worked. Should circumstances prevent employees from taking their break at the normal time, it shall be taken as soon thereafter as possible. Should an emergency occur during the normal lunch period, the lunch period may be taken upon return from the emergency. If an employee must leave school premises during the lunch period, they must notify their supervisor, or in the case of the night custodian, another like employee who remains on the premises, as to where they can be reached. Transportation drivers do not qualify for this period. Reference Article 15, Section F, Section 2.A.
3. When it is necessary for Para-educators, Music Accompanists and Non-instructional Assistants to participate on field trips, and the break periods and/or lunch periods are not available, the employees will be paid their hourly rate for the missed breaks/lunch.

C. Overtime Pay

1. All overtime must be authorized in advance by the supervisor.
2. To qualify for overtime pay, personnel must work in excess of forty (40) hours in a week.
3. Should an employee be required to work for the district or Greenville Recreation Department activities on a Sunday or a holiday as identified in Article 12, Holidays (A.1), the rate of pay for all hours worked in excess of four (4) shall be double time.
4. If a non-school organization activity requires work by an employee on a Sunday or an identified holiday, such employee shall be paid at the rate of double time for such work.
5. In computing overtime, time paid will be considered time worked.

D. Scheduling Additional Time

1. When extra activities at a secondary building demand the time of an employee after normal working hours, the determination of which building employee or employees shall be scheduled for such overtime work shall be on a rotation basis. A rotation schedule shall be maintained at each building.



2. Under normal circumstances, scheduled overtime activities in elementary buildings will be worked by the building employees. Exceptions to this guideline will be at the discretion of the director. When additional overtime assistance is needed, such overtime work shall be scheduled on a rotation basis among the other elementary building employees.
  3. When maintenance, grounds and/or mechanic overtime is required, the assignment will be made by the employee's supervisor.
  4. When an activity is scheduled in a particular building, affected employees shall be notified in advance so that they may plan their work accordingly.
  5. Storing of delivered commodities: on the day commodities are to be delivered or the following day if non-perishables, the employees assigned this responsibility shall be scheduled for additional time if necessary. All commodities and other stock received will be labeled and dated. Commodities and other stock will be rotated on a first in first out basis. If necessary, employees will be scheduled for additional time to complete inventory.
  6. Food and Nutrition employees may be given additional hours as determined by the director to clean their kitchens before the school year starts and time may also be scheduled to close their kitchen's after the school year ends.
  7. When extra work opportunities for transportation personnel are available, a list will be posted for staff who will make themselves available. Assignments for extra work will be made by the Director of Transportation on a rotation basis starting with the most senior driver. Drivers may refuse once, the next time they refuse, their name will be taken off this list for the remainder of the semester.
    - a. The Board agrees to the following exceptions to be permitted as excusable reasons for refusing extra work:
 

Medical appointments to include:

      1. Doctor's appointments (includes chiropractic)
      2. Dentist's appointments
      3. Optometric appointments
      4. Legal appointments
      5. Official GESPA business (includes serving as a building representative at a scheduled meeting)
      6. In all of the above cases the employee will provide documentation from the doctor, attorney, or official overseeing the GESPA business within two (2) business days of the date of refusal. A copy of documentation will be maintained by the director/supervisor and viewable by GESPA President.
- E. Employees who are required to work at a time that is not attached to the beginning or end of a scheduled work day, shall receive a minimum of two (2) hours pay.
1. Employees who agree to non-regular work assignments which are less than two (2) hours will be paid for time worked.
  2. Food and Nutrition employees who are scheduled to work on student half-days will be paid for a minimum of two (2) hours.
- F. An employee shall give as much notice of absence as possible, and in any event at least one (1) hour before scheduled arrival time. Should employees need to leave before the end of their work shift,

they shall first notify the building head custodian, building administrator, or the director of their department before leaving their work assignment.

G. Work Reporting Schedule—Inclement Weather, etc.

1. The custodial, maintenance, grounds, mechanic employees must report to work each day. In emergencies, early custodial shift workers have up to two (2) hours to report when school has been canceled for students. If professional staff do not report on an inclement weather day, the Director of Facilities will determine the beginning time for each employee's work shift. Employees will work a reduced schedule on all inclement weather days. An eight hour employee shall work 5.5 hours and a part time employee, who works less than eight hours shall work on a proportionally reduced schedule. In all cases the employee will be paid for their full regular shift.
2. Transportation drivers, para-educators, music accompanists and non-instructional assistants, and food and nutrition leaders/manager will be guaranteed to be paid under the following conditions:
  - a. scheduled full and scheduled half student instructional days as established by the Board
  - b. food and nutrition workers will have the same guarantee minus student instructional half days as established by the Board
  - c. All employees will be paid for time scheduled on inclement weather days that need not be made up. The intent would be that employees would not lose pay for scheduled hours (time lost due to inclement weather).
  - d. Employees not required to work on inclement weather days will not be charged a paid leave day, if school is closed because of inclement weather.
3. When the start of school is delayed because of fog, ice, bus damage, etc., affected school employees will work their regular hours minus the delay period. Employees will receive their regular hours of pay for such days. When inclement weather causes an early school closing para-educators, music accompanists and non-instructional assistants and food & nutrition employees will receive pay for time scheduled for that day. These employees will stay until dismissed by the Chief Finance and Operations Administrator.
4. On scheduled late start days, Para-educators, music accompanists and non-instructional Assistants will start their day with the normal lead time scheduled during a regular school day. Those individuals whose lead time includes breakfast supervision are excluded.

H. A pre-school year bus drivers meeting will be scheduled in late August for the purpose of reviewing any changes in laws, regulations, rules or safety practices, driving assignments, routes or other matters pertinent to the coming school year. Attendance of all drivers is required and notification will be

mailed in advance of the meeting. Any route changes and vacancies for the coming year will be included in the meeting announcement letter.

For inservice days and additional training (annual driver meeting; back to school meeting; every two years, re-certification; District scheduled inservice training), drivers will be paid as follows:

- a. For up to four hours of attendance, drivers will receive one/half day's pay; For over four hours, but less than seven hours of attendance, drivers will receive their full day's pay; For hours over seven hours, drivers will receive the extra trip rate.
- b. Anything that is not defined as above will be paid at the trip rate.
- c. Travel time and mileage will not be paid.

## I. Extra Trips

1. When it is necessary to transport at least twenty (20) persons to the same destination and at the same scheduled time, the trip will be posted for assignment through the seniority rotation.
2. Extra trips will be assigned from a list of regular drivers on a rotation basis by seniority. At the beginning of each semester, those drivers who wish to be assigned to drive extra trips shall so indicate on a list provided by the Director of Transportation.
3. The school reserves the right to screen out any driver it feels should not be allowed to drive extra trips. The affected employee will be given the reason for not being allowed to drive extra trips.
4. The following types of extra trips (lists) will be available to drivers:
  - a. List #1 will include all extra trips that occur after regular school bus runs. A drivers run must end at least 5 minutes before the start of the extra trip to be eligible. All drivers are eligible to sign their names. Eligibility for List #1 trips will be based upon random monitoring of the return time on the PM run. This determination will be made during the first four weeks of the first semester and during the first two weeks of the second semester.
  - b. List #2 will include all extra trips that occur during the school day. Drivers will not be assigned extra trips that interfere with morning or afternoon runs.
  - c. List #3 will include scheduled overnight trips and trips which are eight (8) hours or longer. All regular drivers will be allowed to sign up for these trips. The driver will not be eligible for any portion of their a.m. or p.m. runs for early trips that leave before noon. List #3 will only apply to trips that are cause for drivers to lose all or any portion of a regular run.
  - d. List #4 will include all Saturday, Sunday, non-scheduled school days or Holiday trips. These trips will be posted by the earliest departure times.
  - e. If a driver requests a trip that their child is scheduled to take, the driver may be assigned the trip at the discretion of the Director of Transportation.
5. The Director of Transportation shall post the available extra trips on the bulletin board in the staff room. The trips shall be posted at least one (1) week in advance of the trip. The driver assigned shall have twenty-four (24) hours to accept or reject the trip. If a driver has accepted the trip and then rejects a trip after this twenty-four (24) hour period, the assigned driver's name will be removed from the associated trip list for 30 calendar days on the first occasion (this does carry-over from semester to semester) and through the remainder of the semester on the second occasion. If a total trip time posted changes by 50 percent or more, the driver has the right to refuse without penalty. It is understood that there will be no make-up trips in this situation. It is recognized by both parties that not all extra trips can be foreseen a week in advance. Trips of this type will be posted immediately. In the event that a regular driver from the appropriate list has not accepted a posted trip and there are no substitute drivers available or other trip list drivers willing to take the trip, the driver with the least seniority from the appropriate trip list will be assigned to the trip. These types of assignments will be made by least seniority on a rotation basis until all drivers on the appropriate list have been assigned a trip under these circumstances before any reassignments are made.
6. Trading will be allowed within the time frame of a work week (Sunday through Saturday) and only among those drivers scheduled for an extra trip during the work week. When a trip is traded and then subsequently rejected refer to preceding paragraph (Section I. Paragraph 5).
7. All drivers are eligible to drive the senior class mystery trip. A driver that has a child, stepchild or grandchild that is a graduating senior at Greenville High School will be given preference. Other names will be drawn by a lottery.

8. Split trips are defined as any trip when the bus is not needed to stay with the group. This will be determined by the request originator and the Director of Transportation.
  - a. For split trips that occur on the same day, during the school week, both segments of the trip will be posted as one trip for the same driver, as long as the trip does not interfere with their regular assignment. (Drivers will be paid for time worked only.)
  - b. On nonscheduled school days, a trip will not be split unless it is an overnight trip and/or the bus is not needed to stay. Other than going for meals, drivers must stay with the group they are assigned to. Drivers will be paid for the full trip.
  - c. If it is necessary for either the Director of Transportation, the department dispatcher or the mechanic to take the deliver portion of a “sub trip,” due to the lack of additional available subs, the return portion of such trips will be handled as follows:
    - i. If there are at least three (3) or more hours available before the departure time for the return assignment, the return trip will be considered a “list #1” trip.
    - ii. If a sub driver is scheduled for the full trip, but is called -in to sub on an afternoon regular run within three (3) hours of the extra trip departure time, the sub will be entitled to the return trip. If the sub does not want both assignments, the return trip will then be handled as a “list #1” trip.
  - d. In an emergency situation any trip may be split at the discretion of the Director of Transportation.
9. When an overnight trip is scheduled, the Board will be using the following pay schedule:
  - a. actual driving time—trip rate
  - b. actual event time—trip rate
  - c. team meal transportation—trip rate
  - d. down-time and sleep time--\$7.00/hour

The hotel costs will be paid by the Board. Hotel arrangements will be made by the Director of Transportation.

#### J. Extra Work for Food and Nutrition Employees

1. Employees can voluntarily sign the extra work list.
2. Catering work is defined as events that serve refreshments (food and/or beverages) to the entire district, community groups or a combination of buildings. This work will be assigned outside of the employee’s regularly scheduled hours and employees will be paid their regular hourly rate. Events that serve refreshments to the staff or parents of the employees’ own building are considered “in staff” work and may or may not occur during normal work hours at the discretion of the Building Leader and/or Food and Nutrition Director.
3. Catering work will be assigned by seniority and by rotation. If the event is scheduled to involve less than 200 participants, one employee who is assigned to that building will be assigned to the event. If the event is scheduled to involve more than 200 participants, two employees who are assigned to that building will be assigned to the event. These employees will come from the extra work list.
4. To begin this initiative, the two lowest senior employees (names listed) who have signed the extra work list will be assigned to work the next two events to work with experienced employees in

order to gain experience. This work will be listed on the extra work list and is not intended to “favor” these employees with additional work outside of the rotation system.

5. When outside groups are allowed to use the school kitchens, an employee assigned to that building would be assigned to “over see” the event.
6. Extra work assignments at each building site will be made and the assignments posted by respective building leaders. For District wide activities, the extra work list will be e-mailed to building leaders and the assignments will be posted at the work sites of affected employees.

## ARTICLE 8

### SICK/INDIVIDUAL LEAVE/BEREAVEMENT LEAVE

- A. Employees will be given leave days at the beginning of the school year as follows:
1. School year employees 10 days
  2. Full year employees (12 month) 12 days
- B. All leave days for newly hired employees will be based on the percentage of the year worked. Refer to Article 4, Employee Rights, Section A.
- C. Leave days must be used for sickness (employee and immediate family), bereavement for friends and relatives not covered in Section H below and individual leave days. A maximum of three (3) days annually can be used for personal business. Employees need not specify a reason when applying for leave days for personal business.
- D. At the end of the school year, a school year employee who has not used more than six (6) sick leave days or a full year employee who has not used more than eight (8) sick leave days, will receive an additional two (2) sick leave days to go into their sick leave day bank for the ensuing year. FMLA like illness, bereavement that is not charged, individual leave days, donated sick leave to the sick day bank, earned vacation leave would not count in the time charged for payment of additional two (2) days. (Sunset clause to be reviewed at the end of the 2005-2006 school year.)
- E. Employees can accumulate these days with no maximum accumulation.
- F. After an employee has accumulated the following number of days:
1. School year employees 36 days
  2. Full year employees (12 month) 42 days
- They may choose to be paid at the end of each fiscal year for all days accumulated in excess of the days indicated above at a rate of one-half ( $\frac{1}{2}$ ) of the sub rate for the employees classification up to a maximum of \$500.00 per year. The sub rate for maintenance and grounds shall be based upon the custodial sub rate.
- G. Employees who have accumulated on 6-30-99 more than the number of days indicated above for that employee, the employee base will be the number of days accumulated on 6-30-99.
- H. If one of these employees suffers a long term illness, disability and/or trauma as determined by the Superintendent or his designee that causes them to use at least 30 sick days, their base will be adjusted to either:
1. their current unused sick days; or
  2. the number in Section E above; whichever is higher
- I. Bereavement: Three (3) days of bereavement leave per occasion, which shall not be charged to leave days will be allowed for the following family members: spouse, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, or mother/father-in-law. Days in excess of three (3) will be charged to leave days.

## 1. Sick Leave

- a. Sick leave may be used when personal illness or injury results in an employee's inability to work, and for such other cases as are authorized by the terms of this Agreement. Paid sick leave shall terminate when the employee's accumulated sick leave has been exhausted. (See FMLA Appendix F)
- b. A physician's certification or other evidence satisfactory to the Board shall, upon written request, be furnished to substantiate the Employee's inability to work because of personal illness or injury. In all cases where three (3) or more consecutive sick leave days occur, the employee is required to present a statement from a doctor indicating that their health is satisfactory prior to returning to work. Misuse of sick leave or falsification of reasons for any paid or unpaid leave of absence shall result in loss of such pay and be grounds for disciplinary action up to and including discharge.
- c. An employee who exhausts their sick leave before being able to return to work shall be granted unpaid leave of absence. Such leave may be renewed for additional periods by the Board upon application. The Board may require medical evidence supporting the employee's need for such leave and their ability to resume work upon completion of such leave. Sick leave and vacation time will not be earned during a period of unpaid leave. (See FMLA Appendix F)
- d. To be eligible for sick leave, as much advance notice of illness or injury must be given as possible, and in no case later than one (1) hour before the scheduled starting time. This notice requirement does not apply when the employee becomes ill after beginning work.
- e. No regular employee shall forfeit accumulated sick leave during approved leave of absence periods. However, the employee shall not be eligible to accrue additional paid leave while on such leave of absence.

## 2. Worker's Compensation

- a. If an employee is injured on the job, they must immediately report such injury to their supervisor. As soon as possible thereafter, they must also make a complete injury report to the Central Office administration.
- b. During the first ten (10) calendar days following the injury, the employee must, except in extreme emergency situations, utilize the Board's designated doctor/clinic for initial treatment.
- c. A doctor of the employee's choice may be used after this initial treatment period. The employee is required to notify the Board of any decision to change doctors.
- d. An employee who has accumulated sick days and is absent because of illness or injury compensable under the Workers' Compensation laws shall receive the difference between Workers' Compensation payments and their normal pay. To the extent the Board pays employees that portion of their salary that is not reimbursed under the Workers' Compensation laws, the amount of such payments shall be charged against the employee's accumulated sick leave credit.
- e. Sick leave is not accumulated during a period of Workers' Compensation leave.
- f. Vacation time is not accumulated during a period of Workers' Compensation leave.

### 3. Individual Leave

- a. Individual leave is intended to cover matters which cannot be attended to outside working hours or during vacations. It is further understood that such leave shall not be granted for the day immediately preceding or following a vacation period or holiday. The only exception to the aforementioned restriction will be for registered chaperones on the Senior Mystery Trip scheduled for the Friday before Memorial Day. (If an individual leave day is not used for this event, the employee will not be paid for the holiday.)
- b. Individual leaves must be prearranged and approved by the Employee's supervisor. One week advance request for such leave shall be given except in cases of emergency.



## ARTICLE 9

### JURY LEAVE AND LEGAL COMMITMENTS

- A. An employee required to be absent from work in order to serve as a juror shall be granted leave and be paid the difference between their normal daily pay and the amount received for serving as a juror.
- B. An employee required to be absent from work because they are subpoenaed as a witness in a trial/hearing that involves this school district or a bus/vehicle traffic citation shall be paid the difference between their normal pay and the amount received for their services as a witness.
  - 1. If an employee is involved in a trial/hearing outside of their regularly scheduled hours, they will be paid the extra trip rate.
  - 2. This shall not apply in the case where the employee's appearance is due to an action brought by the employee or the Association against the school district.

## ARTICLE 10

### MATERNITY LEAVE OF ABSENCE

- A. An unpaid maternity leave of absence will be granted to a pregnant employee who requests to be absent from work for a period in excess of her actual physical disability relating to the childbirth and recovery therefrom. Such leave shall begin at a time that is reasonable under all of the circumstances. A medical statement indicating the probable date of delivery shall be provided prior to the commencement of such leave. Such leave cannot exceed twelve (12) months. The employee shall be re-employed at the beginning of a new school year within twelve (12) months after the birth of the child, provided that sixty (60) days' advance notice in writing of her desire to return is given, a satisfactory medical report is furnished showing that the employee is able to resume her duties, and that there then is a vacancy that the employee is qualified to fill.
  
- B. A pregnant employee may elect to use accumulated sick leave for a maternity leave of absence when she intends to absent herself as a result of the childbirth and recovery therefrom, without regard for any aspect of caring for the child. An employee who elects this type of maternity leave must provide Central Office administration of the probable dates of the commencement and termination of her leave. Before the employee may return to work, she must provide the Board with a written statement from a physician stating that she was physically unable to return to work during her period of leave. The duration of this leave depends solely upon the employee's period of actual physical disability as verified by a physician's statement. The Board reserves the right under Article 2, Section D herein, to require the employee to submit to a physical examination by a doctor designated by the Board to determine whether she is physically able to return to work.

## ARTICLE 11

### UNPAID LEAVE OF ABSENCE

- A. A leave of absence without pay may be granted to an employee, upon written request made at least fifteen (15) working days prior to the beginning of the leave or as soon as reasonably possible. This leave may be granted for a period of up to five (5) consecutive days for special vacation purposes. Denial or refusal to grant unpaid leave shall not be grievable. Up to twelve (12) weeks may be granted because of an extended illness in the employee's immediate family (See FMLA Appendix F). Approval for the leave depends in part upon the availability of a substitute. Normally, the leave will be granted to only one (1) employee at a time and in no event to more than three (3) employees at a time, and normally will not be granted to any employee more than once a year. Employees returning from an unpaid leave of thirty (30) days or less shall be returned to their previous positions.
1. Under special circumstances, requirements stated in paragraph (A) for five (5) unpaid leave days may be waived for para-educators, music accompanists and non-instructional assistants, with the approval of the immediate supervisor and the assistant superintendent. Denial of waiver is not subject to the grievance procedure.
- B. Leaves of absence without pay not to exceed one (1) year, may be granted when requested in writing by the employee at least thirty (30) days prior to the commencement of said leave for the following purposes:
1. Serving in any elected or appointed public position.
  2. Prolonged illness in the immediate family, limited to spouse, children and parents of employee. (See FMLA Appendix F)
  3. Fulfillment of annual field training obligations with the National Guard or a branch of the Armed Forces Reserve.
  4. Training related to the employee's job in the bargaining unit.
  5. Child care. (See FMLA Appendix F)
- C. An employee returning from a leave for the above purposes, which leave is in excess of thirty (30) days, shall be returned to the next vacant position that the employee is qualified to fill, provided that written notice of the employee's desire to return is given thirty (30) days in advance. Upon return from any such leave for thirty (30) days or less, the employee shall be reinstated to their previous position.
- D. A leave of absence without pay may also be granted to employees for the purpose of travel time required to attend the out-of-state funeral of a relative specified in Article 8, Section H. Request for such leave must be made in writing as soon as reasonably possible. The employee shall be returned to their former position upon expiration of the leave.
- E. Any employee who takes leave time off without permission is subject to disciplinary action.

## ARTICLE 12

### HOLIDAYS

The following holidays are recognized for employees as follows: (paid according to hours normally worked)

A. Twelve (12) month custodial, maintenance, mechanic and grounds employees:

HOLIDAY	2005-06	2006-07	2007-08
1. Independence Day	7/4/05	7/3/06 7/4/06	7/3/07 7/4/07
2. Friday before Labor Day**	9/2/05	9/1/06	8/31/07
3. Labor Day	9/5/05	9/4/06	9/3/07
4. Thanksgiving Day	11/24/05	11/23/06	11/22/07
5. Day after Thanksgiving	11/25/05	11/24/06	11/23/07
6. Day before Christmas	12/23/05	12/22/06	12/24/07
7. Christmas Day	12/26/05	12/25/06	12/25/07
8. New Year's Day	1/2/06	1/1/07	12/31/07 1/1/08
9. Good Friday**	4/14/06	4/6/07	3/21/08
10. Memorial Day	5/29/06	5/28/07	5/26/08

\*\*These are holidays if school is not scheduled.

- In addition, when any of the foregoing holidays, excluding the day before Christmas, is celebrated on a Tuesday or a Thursday, the preceding Monday or the following Friday, respectively, shall also be recognized as holidays.
- If New Year's Day or July 4 fall on a Wednesday or Friday, the preceding day will also be recognized as a paid holiday. If New Year's Day, July 4, or the day before Christmas fall on a Saturday, the paid holiday will be celebrated on the preceding Friday. If the day before Christmas falls on a Sunday, the paid holiday will be celebrated on the preceding Friday.
- To qualify for holiday pay, the holiday must be celebrated on one (1) of the employee's work days and the employee must work the scheduled work days before and after such holiday. When a holiday (with the exception of the day before Christmas) occurs on a Sunday, it will be celebrated on the following Monday.

B. School Year Employees shall receive the following holidays with pay:

HOLIDAY	2005-06	2006-07	2007-08
1. Labor Day	9/5/05	9/4/06	9/3/07
2. Thanksgiving	11/24/05	11/23/06	11/22/07
3 Day after Thanksgiving	11/25/05	11/24/06	11/23/07
4 Good Friday**	4/14/06	4/6/07	3/21/08
5. Memorial Day	5/29/06	5/28/07	5/26/08

\*\*This is a holiday if school is not scheduled.

## ARTICLE 13

### VACATIONS

- A. A fifty-two (52) week employee will qualify for paid vacation on July 1 of each year as follows:
1. One (1) or more continuous full years of employment as of July 1 -- two (2) weeks.  
Seven (7) or more continuous full years of employment as of July 1 -- three (3) weeks.  
Sixteen (16) or more continuous full years of employment as of July 1 -- four (4) weeks.
  2. An employee who is hired or transferred from a part-time position during the school year shall qualify for a partial vacation on July 1 following their date of hire as a 52 week employee, the length of which shall be proportionate to that part of the school year that they worked.
  3. In order for the first year of employment to qualify as the first full year of continuous employment, as referred to in A.1., an employee must be district compensated for over 50 percent of the scheduled work days in the first year. This first year establishes the benchmark for subsequent years.
  4. Persons entering a twelve (12) month position from a position less than twelve (12) months shall be given a vacation anniversary date to determine vacation time. The prorated amount of vacation anniversary dating will be based on hours worked during the prior years divided by 2,000 hours. An employee being transferred with a prorated part of a year shall be rounded up or down. Rounding shall be under .5 down and .5 or over up.
- B. To qualify for a full vacation, the fifty-two (52) week employee must work or be paid for all of their scheduled work days. Scheduled work days that an employee does not work or for which they are not paid will result in a reduction through prorating their available vacation time at the end of the work year. Vacation time is not accumulated during a period of Workers' Compensation leave.
- C. No more than one (1) custodian and one (1) maintenance person may be on vacation at any time while school is in session. An additional employee in each classification may be approved for the use of vacation time at the discretion of the Director of Facilities. The Director of Facilities has the right to assign staff to assure appropriate coverage in buildings. Vacation requests shall be made at least one week in advance. Exceptions to this may be made by the Director. This shall not be subject to the grievance procedure.
1. No employee shall be on vacation during the week before and the week after school begins, or during the winter and spring breaks.
  2. Employees shall not take more than five (5) vacation days during the scheduled school year. An additional five (5) vacation days may be approved at the discretion of the Director of Facilities. This shall not be subject to the grievance procedure.
  3. Vacation request approvals will be based on seniority.
  4. Exceptions to this section may be approved by the Director of Facilities.

- D. Vacation days must be used each year and can not be accumulated. Vacation days will be lost if they are not used by June 30 of the following calendar year. Consecutive vacation between fiscal years may be granted at the discretion of the Director of Facilities. Denial is not grievable.
- E. Employees who terminate their employment and give at least two (2) weeks advance written notice shall be paid for any unused vacation time.
- F. Employees who are absent because of illness or injury and exhaust their accumulated sick leave benefits during such absence, may use any vacation time for which they have previously qualified but have not used.

## ARTICLE 14

### GRIEVANCE PROCEDURE

- A. A grievance is a claim that a provision of this Agreement or a rule or regulation of the Board relating to wages, hours or conditions of employment has been misinterpreted or misapplied. The Association has the right to file grievances concerning interpretation, application or compliance with the contract as it applies to the employees as a group. Reference Forms Section.
- B. Grievances shall be handled as follows:
1. Step One -The aggrieved employee shall discuss the matter with their supervisor within ten (10) working days after the occurrence of the event upon which the grievance is based.
  2. Step Two -If the matter is not settled to the satisfaction of the aggrieved employee within five (5) working days following discussion in Step One, the employee shall put the grievance in writing and file it with their supervisor within five (5) working days after the step one meeting. The supervisor shall give the aggrieved employee a written answer within five (5) working days after the written grievance is filed.
  3. Step Three
    - (a) If the written answer does not settle the grievance to the aggrieved employee's satisfaction and the grievance does not involve the discipline or discharge of an employee, the grievance shall be submitted to the Central Office administration together with a written statement of why the answer is unsatisfactory no later than the end of the fifth (5th) working day following receipt of the supervisor's answer. The Central Office administration shall investigate the matter and give an answer in writing to the aggrieved employee by the end of the fifth (5th) working day following receipt of the grievance.
    - (b) If the written answer does not settle the grievance to the aggrieved employee's satisfaction, and the grievance involves the discipline or discharge of an employee, the grievance may be submitted to mediation by written notice given within five (5) working days after receipt of the Central Office administrator's answer. Such notice shall be signed by the aggrieved employee and sent to the Michigan Employment Relations Commission with a copy to the Central Office administration and shall contain a statement of why the Central Office administrator's answer was unsatisfactory. Representatives of the parties shall meet with a State Labor Mediator at a mutually agreed upon time. Any settlement reached shall be put in writing and signed by the aggrieved employee and a representative of both the Board and the Association.
  4. Step Four - If the Central Office administration's answer does not settle the grievance or if mediation does not result in a settlement of any grievance involving discipline or discharge, the aggrieved employee may appeal the grievance to the Board of Education. Such appeal shall be in writing and shall be filed with the Board no later than ten (10) working days after receipt of the Central Office administration's answer or the mediation meeting, as the case may be. The Board will appoint a committee consisting of two (2) Board members and one (1) administrator to meet with the aggrieved employee and their representative and hear any witnesses necessary for a full presentation of the matter. The Board shall give its written answer to the aggrieved employee within twenty (20) working days after completion of its investigation. The Board's answer shall be final and binding on all parties with respect to all grievances concerning the discipline or discharge of an employee or employees.

5. Step Five - If a grievance, which does not involve the discipline or discharge of an employee, remains unsettled after the Board has responded in writing as outlined in Step Four, then such a grievance may be referred by the Association to arbitration, the costs to be shared equally by the parties. Such referral must be made in writing within ten (10) days after receipt of the Board's written response and must be delivered to the Board within said ten (10) day period. If not so delivered, the grievance shall be considered abandoned. An arbitrator shall be selected by the parties from a panel of five (5) qualified persons prepared by the Michigan Employment Relations Commission.

The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement as written, and they shall have no power to alter, add to or subtract from the terms of this Agreement as written. The arbitrator's decision shall be in writing and will set forth their findings of facts, reasons and conclusions on the issues submitted, and shall be final and binding on the Association, its members, the employee involved, and the Board. The discharge or discipline of an employee shall not be subject to arbitration

- C. It being intended that grievances should be resolved promptly, the foregoing time limits shall be strictly observed and no grievance shall be processed unless initiated and/or carried to the next step within the times provided herein or as extended by the mutual agreement.



## ARTICLE 15

### COMPENSATION

- A. Wages shall be paid in accordance with the appropriate wage schedules shown in Appendices A, B, C, and D. Both parties are expected to abide by all rules and regulations set forth by the State of Michigan governing student attendance days.
- B. An employee will be placed, at the time of hire, at an appropriate step on the wage schedule. The Board may allow credit for prior work experience, not exceeding two (2) years for actual or related experience. Employees shall advance on the wage schedule each July 1st, provided they have worked at least fifty-one (51) percent of the prior twelve (12) months.
- C. If an employee leaves Greenville Public Schools and is re-hired, they shall retain their prior Greenville Public School experience for longevity purposes only after a five (5) year rehire period.
- D. The Board may require unpaid leave or separation if the employee's physical or mental condition, as determined by a qualified medical doctor, makes it impossible for the employee to perform the requirements of their job.
- E. In appreciation for services to the school district, a terminal payment of forty-five dollars (\$45.00) per year of service in the district will be paid upon retirement, in accordance with the Michigan Public Schools Employee Retirement System, provided the employee shall have been employed in the school district for at least ten (10) years. If the employee shall have been employed at least twenty (20) years in the district, a terminal payment of forty-five dollars (\$45.00) per year of service shall be made upon resignation from the district. (Should the Board of Education increase the amount for teachers, this section shall be adjusted accordingly.)
- F. Time Cards
  - 1. Hourly employees are required to report their time worked on a time card. Employees who falsify their time cards will be disciplined up to and including discharge. Recording another employee's time card will be cause for immediate discharge for both the employee recording another's time and the employee requesting or directing the false recording.
  - 2. Employees will:
    - a. punch their card daily for each day worked during the two (2) week pay period. Each employee will punch in at arrival and punch out at the close of the day. Employees will punch out and in during their lunch break or during their normal work day only if they leave the building. Employees will be allowed to use the time clock that is most conveniently located near their assigned work station. Employee time cards must be left in the card rack.
    - b. on days that an employee is absent, write in the reason for the absence (sick/who?, approved leave, vacation, inclement weather day, etc.) in the blank space where hours would have been recorded.
    - c. write the total hours worked each day in the right hand column next to the time (hours) punched by the clock. The hours worked daily should be only those authorized. (Do not add extra minutes to the time authorized, even though you may have arrived a few minutes early or left a few minutes late.)
    - d. have overtime approved in advance by the supervisor or principal. The reason for overtime hours must be written in the margin and initialed by the building principal or supervisor.

- e. write the total hours worked (60, 75, 80, etc.) for the pay period in the upper left hand corner of the time card when it is complete.
  - f. sign their time card at the end of each two (2) week period just below the employee's typed name.
3. The building principal or supervisor will review and sign all time cards before they are sent to the Central Office.

#### G. Payment of Wages/Hours Worked

1. Employees will be paid according to job classification and years of experience.
2. When para-educators, music accompanists and non-instructional assistants or food & nutrition department employees are temporarily assigned to work one hour or more on a job in a different classification and with a different pay rate than their normal assignment, they will be compensated at the Step 1 rate for that classification for the time worked unless this rate is lower than the employees regular rate. Responsibility for schedule adjustments in the Food and Nutrition Department will be with the building leads.
  - a. When a Food and Nutrition Building Lead is absent, the position will be filled on a rotating basis by the top two with the closest amount of hours and trained in that building.
  - b. All other work assignment(s) absences will be made available to the employee with closest hours on an hour's basis (workers will move up if they choose).
  - c. For the purpose of temporary assignment, an absence will be considered any number of consecutive days missed.
3. It is expected that all hourly employees will work the hours they are scheduled or assigned to work unless given prior authorization to work different hours.
4. Employees shall be paid every two (2) weeks with the pay week running Sunday through Saturday. Payday is one (1) week after each two (2) week pay period, and payday is on Friday.
5. Hourly employees shall be paid for hours worked and for approved sick leave, holiday leave, and vacation time.

- #### H. Employees who are requested to drive their personal automobiles in the performance of their duties shall be paid the Internal Revenue Service non-taxable mileage rate.

## **ARTICLE 16**

### **NO STRIKE/NO LOCKOUT**

- A. The Association and the employees agree that during the life of this agreement they will not cause, encourage, participate in or support any strike or picketing against the Board or against the Greenville School District or cause other interruption of, or interference with, the normal operations of the Greenville Public Schools. Violation of any provision of this Article shall be grounds for disciplinary action up to and including discharge without recourse to the grievance procedure.
- B. The Board will not participate in, instigate or cause any lockout of employees during the life of this Agreement.

## ARTICLE 17

### INSURANCE

#### A. Eligible employees shall include:

1. custodial, maintenance, mechanic, grounds employees who work at least five (5) hours per day, twelve (12) months per year. Eligible employees shall receive benefits as described in Sections C, D, E, F and G.
2. transportation drivers who drive at least two (2) double runs during the school year. Eligible employees shall receive benefits as described in Sections C, D, E, F and G.
3. Para-educators, music accompanists and non-instructional assistants who work thirty (30) or more hours per week during the school year (twenty-five (25) hours if employed and working 25 or more hours prior to July, 1996). Eligible employees shall receive benefits as described in Sections C, D, E (37.5 hours minimum), F and G. Health insurance (C) for these employees is subject to Appendix E.
4. food and nutrition workers who work thirty (30) or more hours per week during the school year. (twenty-five (25) hours if employed and working 25 or more hours prior to July, 1996). Eligible employees shall receive benefits as described in Sections C, D, E (thirty-seven and one-half (37.5) hours minimum), F and G. Health insurance (C) for these employees is subject to Appendix E.

#### B. The Board maintains its right to provide the bargained benefits through the most cost-effective carrier.

#### C. Health Insurance.

1. Refer to Appendix E Co-Pays for Maximum Allowance.
2. Those employees who are not entitled to fully paid health insurance will pay the balance of the cost, if any, of such health insurance through payroll deduction. The employee contribution of the monthly premiums shall be deducted from the employee's pay.
2. Employees who wish their health insurance continued over the summer months shall authorize the Board to deduct their contributions throughout the school year. Adjustments may be necessary at the beginning of the school year when health insurance rates are finalized for the ensuing school year.
3. In the event a full-time employee is terminated or laid off during the school year, health insurance shall be continued until the employee has received the pro rata portion of the twelve (12) month insurance year earned at the time of the termination or resignation. All other insurance coverage will terminate when active employment is terminated or as specified by the policy in effect.
4. A single employee qualifies for individual membership under group health insurance provisions. If a husband and wife are both employed by the district, they shall not receive double coverage.
5. It is the Board's desire not to duplicate health insurance coverage provided by other policies.
6. Eligible employees not electing health insurance shall receive cash in lieu of health:
  - a. custodial, maintenance, mechanic and grounds—one hundred twenty-five (\$125.00) per month increase in taxable wages.
  - b. transportation—one hundred twenty-five (\$125.00) per month increase in taxable wages.
  - c. Para-educators, music accompanists and non-instructional assistants—One hundred fifteen (\$115.00) per month increase in taxable wages.
  - d. food and nutrition—One hundred fifteen (\$115.00) per month increase in taxable wages.

#### D. The Board shall provide each eligible employee as defined by A., premium payment for fifteen thousand dollars (\$15,000) of term life insurance protection. The plan shall include accidental death

and dismemberment (AD&D) and waiver of premium (WOP). Employees shall select and state their beneficiary upon application for such coverage.

- E. Eligible employees shall receive the current dental plan held by the majority of the employees in the district. The plan shall be fully paid by the Board and shall cover the employee and their eligible dependents. The plan shall include internal and external coordination of benefits.
- F. Eligible employees shall receive the current Vision Care Plan held by the majority of the employees in the district. The plan shall be fully paid by the Board and shall cover the employee and their eligible dependents. The plan shall include internal and external coordination of benefits.
- G. Continuation of coverage's (COBRA)
  - 1. Upon termination of employment, reduction in work hours, death, divorce, legal separation from spouse, eligibility for Medicare, or termination of "dependent child" status, an employee, and/or spouse and children may be eligible for temporary health insurance "continuation coverage" under Federal Law (PL99-272 Title X - COBRA). The Employee, spouse or child(ren) has sixty (60) days from the date of a qualifying occurrence, to notify the Board of their desire to continue coverage. Continuation coverage will be at the employee's expense under the provisions as stipulated in PL99-272 (COBRA-1986). The regular monthly subscriber group rate premium, must be paid to the payroll office by the fifteenth (15th) of the month prior to the month of coverage.
  - 2. All benefits and coverage shall be subject to and conditioned upon proper application by the employee for coverage and acceptance of the application by the carrier. All benefits and coverage shall be subject to and conditioned by the terms and provisions of the policy and rules and regulations of the carrier.
  - 3. The Board, by payment of the premiums required for insurance protections, shall be relieved of all liability with respect to the benefits and coverage provided. Disputes between employees and the insurance company are not subject to the grievance procedure established in this Agreement.

## ARTICLE 18

### MISCELLANEOUS WORKING CONDITIONS

#### A. Uniforms (during school year)

##### 1. Custodial, maintenance, grounds, mechanic, and transportation employees:

- a. Each twelve (12) month employee will be furnished with two (2) uniforms each year. At the time the yearly uniform order is made, new twelve (12) month employees that have successfully completed their probationary period will be furnished with three (3) uniforms. Maintenance and grounds employees will be furnished with an additional two (2) pairs of coveralls or uniforms yearly if needed in the performance of their work responsibilities. It is expected that all employees will be required to wear uniforms provided unless other arrangements are approved by their immediate supervisor. If the employee has an ample supply of uniforms, the dollar allowance may be used to purchase shoes/boots as approved by immediate supervisor.
- b. Every other year, the Board will provide each bus driver, maintenance, and grounds employee with a jacket to be worn only during working hours. Such uniforms must be worn during working hours and may not be worn outside normal working hours.
- c. The Board shall continue the present practice of furnishing and maintaining the garage mechanic's uniform. In addition, at least four (4) coveralls shall also be furnished and maintained by the Board.
- d. Cleaning and maintenance of uniforms will be the responsibility of the employee.
- e. Each year, the garage helpers shall be furnished with two (2) regular uniforms and two (2) coveralls, which shall be cleaned and maintained by them.

##### 2. Food & Nutrition Department

- a. The Board will pay for the equivalent of four (4) shirts annually to each food and nutrition department employee. It will be the goal of the Food and Nutrition department to order uniforms on or before October 1. Food and Nutrition department employees are required to wear the district specified uniform when performing the work responsibilities. It is expected that all employees will be required to wear uniforms provided unless other arrangements are approved by their immediate supervisor. If the employee has an ample supply of uniforms, the dollar allowance may be used to purchase shoes or pants as approved by the immediate supervisor.
  - 1) Khaki slacks (no jeans of any color). White or khaki can be worn for 2005-2006. Full compliance by 2006-2007.
  - 2) food service or building logo shirts.
  - 3) casual days per building guidelines.
  - 4) white shoes (non-slip/closed toe).
  - 5) clean and wrinkle free clothing.

#### B. Employees are expected to conduct themselves in a courteous, friendly and businesslike manner and are expected to treat students, staff and citizens of the school district with courtesy and respect.

#### C. Corporal punishment of students is not allowed. Cases of student misconduct should be reported to the Director of Transportation who will take appropriate disciplinary action. In addition, the Board recognizes that good order and discipline is necessary to maintain the safety of the provision of

transportation services to its students. Therefore, the Board will, through its administration, support its bus drivers in taking reasonable action to maintain the necessary order. Cases of student misconduct should be reported to the Director of Transportation. Drivers will be informed of all students who are suspended from riding their bus or suspended from school and the date they are to be allowed to ride again. If drivers disagree with the action taken, they should consult with the Director of Transportation.

- D. If an employee desires to terminate their employment within the district, they shall give two (2) weeks written notice to the Central Office administration.
- E. Students shall not be assigned custodial/maintenance duties as a form of discipline, except in situations where the students are responsible for creating any debris or defacing school property, etc. In those instances, the students must be supervised by a person(s) other than the custodian or maintenance person.
- F. If requested, each custodial employee will be furnished with a fan.
- G. Whenever spectator sports or other types of school functions are held in a particular building, and custodians discover that the facilities have not been properly cleaned up, they shall report this immediately to their supervisor or building principal.
- H. As a condition of employment, bus drivers must meet all of the requirements imposed on them by the State and Federal laws and regulations.
  - 1. Bus Drivers License
    - a. Prior to being hired as a bus driver, the candidate will be required to present a valid commercial driver's license with the proper endorsement from the State of Michigan.
    - b. After completion of the probationary period, drivers having to renew their licenses will be reimbursed for the cost of the renewal license and any required skills test unless such testing is required by the State as a direct result of an at fault accident or a moving violation.
  - 2. Michigan Bus Driver Training Program.
    - a. For classroom hours required by the Michigan Bus Driver Certification Program, the Board will pay the registration fee. See Article 7, Section H for compensation rate.
  - 3. Annual CDL/DOT Physicals
    - a. For annual CDL/DOT physicals, the Board shall pay the full cost provided the Board designates the doctor. The employee may choose the doctor, but in this event, the Board will reimburse the employee the amount the Board pays to a designated doctor.
- I. The Board will reimburse the garage mechanic up to one hundred dollars (\$100.00) for stolen personal items which they use on school premises during their normal work, provided the tools are registered with the Director of Transportation, and the loss is not due to the mechanic's negligence. The Board may require subrogation, assignment and full cooperation by the mechanic in seeking recovery from any party responsible for such theft.
- J. If required by law prior to beginning employment and every three (3) years thereafter, each employee shall furnish satisfactory evidence of freedom from tuberculosis. The Board will make available to employees an opportunity for a skin test. Employees who do not or cannot avail themselves thereof

shall obtain an x-ray examination. The Board will contribute forty dollars (40.00) toward the cost of such examination (if not covered by health insurance) for any employee who is sensitive to skin tests if such examination is done at a time and place designated by it. Freedom from tuberculosis is a condition of employment and failure to comply with tuberculosis test requirements will result in time off without pay until proper records are submitted to the Central Office.



## ARTICLE 19

### EMPLOYEE RESPONSIBILITY

- A. Bus drivers shall not under any circumstances change stops on the route without approval from the Director of Transportation. Drivers have the right to make recommendations on routes and stops to the Director of Transportation.
- B. Any ticket(s), fine(s), or court costs resulting from a moving violation while operating a school vehicle will be the sole responsibility of the driver. A moving violation shall be defined as relating to the driver's operation of the vehicle.
- C. A bus driver must maintain a valid license and an acceptable driving record to remain on duty with the district. Suspension during the period of driving ineligibility will be automatic in the event the State removes the driver's license. Failing to meet these requirements may result in suspension.
- D. No employee shall be permitted to operate a school district vehicle if that person's driving record fails to meet the requirements of the Michigan Essential Insurance Act for standard automobile insurance or if that person fails to meet the insurance company's requirement.
- E. Any employee suspended under the previous sections may re-apply for a position after the offending incident(s) or points have been removed from their driving record. The Director of Transportation will maintain the right to determine whether or not to recommend any and all candidates for continued employment.

## **ARTICLE 20**

### **NEGOTIATION PROCEDURE AND CONTRACT ADMINISTRATION**

- A. This Agreement shall supersede any rules, regulations or practices of the Board to the extent that such rules, regulations or practices are contrary to or inconsistent with any of the terms hereof. It is, however, expressly understood that the Board retains the right to make and enforce rules and regulations so long as they are not inconsistent with any provisions of this Agreement.
- B. Any provision of this Agreement or its application to any employee or group of employees is found to be contrary to law, such provision or application shall be deemed invalid except to the extent permitted by law, but other provisions or applications shall continue in full force and effect.
- C. During the negotiations leading up to the execution of this Agreement, each party had the right to make proposals and to bargain on all bargainable matters. This Agreement contains the entire agreement of the parties. Each party therefore agrees that during its life the other party will not be required to engage in further bargaining on any subject or matter whether covered herein or not.

## **ARTICLE 21**

### **DURATION**

- A. This Agreement shall become effective July 1, 2005-and continue in effect until June 30, 2008. Upon written notice given by one (1) party to the other at least thirty (30) days in advance, negotiations for a successor Agreement will begin on or about May 1, 2008.
- B. This Agreement shall not be extended orally, and it is expressly understood that it will expire on the date indicated unless extended in writing by the parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_\_

**GREENVILLE EDUCATIONAL  
SUPPORT PERSONNEL ASSOCIATION**

**BOARD OF EDUCATION OF THE  
GREENVILLE SCHOOL DISTRICT**

\_\_\_\_\_  
Association Representative

\_\_\_\_\_  
Janet R. Ralph  
President

\_\_\_\_\_  
Association Representative

\_\_\_\_\_  
Caroline L. Cook  
Secretary

\_\_\_\_\_  
Association Representative

\_\_\_\_\_  
Peter Haines  
Chief Negotiator

**APPENDIX A--Custodial, Grounds, Maintenance, Mechanic**

**A. SALARY SCHEDULE—2005-2006**

<b>EMPLOYEE GROUP</b>	<b>STEP</b>	<b>HOURLY RATE (\$)</b>
Custodian I	0	10.58
	1	10.98
	2	11.40
	3	11.84
	4	12.23
Custodian II-after Cust I steps	1	13.28
	2	13.94
	3	14.51
	4	15.13
	10	15.43
	15	15.48
	20	15.53
	25	15.58
Grounds I	0	11.88
	1	12.42
	2	12.98
	3	13.50
	4	14.02
	10	14.32
	15	14.37
	20	14.42
	25	14.47
Grounds II	0	13.96
	1	14.51
	2	15.20
	3	15.87
	4	16.50
	10	16.80
	15	16.85
	20	16.90
	25	16.95
Grounds III	0	14.24
	1	14.84
	2	15.53
	3	16.21
	4	16.83
	10	17.13
	15	17.18
20	17.23	
	25	17.28

*Appendix A: Custodial/Maintenance/Grounds/Mechanic*

<b>EMPLOYEE GROUP</b>	<b>STEP</b>	<b>HOURLY RATE (\$)</b>
Grounds III/Maintenance	0	14.61
	1	15.23
	2	15.91
	3	16.52
	4	17.18
	10	17.48
	15	17.53
	20	17.58
	25	17.63
	Maintenance I	0
1		12.42
2		12.98
3		13.50
4		14.02
10		14.32
15		14.37
20		14.42
25		14.47
Skilled Maintenance		0
	1	15.93
	2	16.59
	3	17.36
	4	18.02
	5	18.70
	10	19.00
	15	19.05
	20	19.10
	25	19.15
HVAC Maintenance	0	18.31
	1	18.97
	2	18.97
	3	19.85
	4	20.67
	10	21.56
	15	21.86
	20	21.91
	25	21.96
	22.01	

**Appendix A: Custodial/Maintenance/Grounds/Mechanic**

Mechanic I	0	9.32
	1	9.80
	2	10.32
	3	10.78
	4	11.33
	10	11.63
	15	11.68
	20	11.73
	25	11.78
Mechanic II	0	15.28
	1	15.91
	2	16.56
	3	17.27
	4	17.97
	10	18.27
	15	18.32
	20	18.37
	25	18.42
Mechanic III	0	15.91
	1	16.42
	2	17.15
	3	17.95
	4	18.70
	10	19.00
	15	19.05
	20	19.10
	25	19.15

- B. SHIFT PREMIUM - for any employee assigned to a normal shift that begins at 3:00 PM or after, and before 5:00 AM, an additional twenty-five cents (\$.25) per hour will be paid. An elementary custodian whose regular eight (8) hour shift begins at noon will receive an additional twenty-five cents (\$.25) per hour with the expectation that they may be assigned to perform routine light maintenance/grounds duties.
- C. ADDITIONAL PREMIUM - for any daytime employees, whose normal daytime schedule is temporarily altered to a shift beginning at 3:00 PM or after, or will begin before 5:00 AM, an additional premium of fifty cents (\$.50) per hour will be paid.
- D. LONGEVITY PREMIUM – Schedules reflect: Employees having ten (10) or more consecutive years of service, will receive longevity pay of thirty cents (\$.30) per hour. Employees having fifteen (15) or more consecutive years of service, will receive longevity pay of thirty-five cents (\$.35) per hour. Employees having twenty (20) or more consecutive years of service will receive longevity pay of \$0.40 per hours. Employees having twenty-five (25) or more consecutive years of service will receive longevity pay of \$0.45 per hour.
- E. SPECIAL LICENSE PREMIUM - The Board may pay an employee up to a 10% premium for electrical, plumbing, air conditioning/refrigeration positions held based on licenses held, field experience and district use of such professional services. Such premium will be based on the recommendation of the department director, with the subsequent approval of the administration.
- F. One (1) Per Cent will be built into the salary schedule at the conclusion of 2005-06.

## APPENDIX B - BUS DRIVERS SALARY

### A. 2005-2006 Salary Schedule

	<b>Probation \$</b>	<b>2005-2006 \$</b>	<b>10 Years \$</b>	<b>15 Years \$</b>	<b>20 Years \$</b>	<b>25 Years \$</b>
0-50 Miles Per Day	61.51	66.51	68.51	71.51	75.51	80.51
<b>Greater than 50 up to 60 Miles Per Day</b>	66.62	71.62	73.62	76.62	80.62	85.62
<b>Greater than 60 up to 70 Miles Per Day</b>	74.80	79.80	81.80	84.80	88.80	93.80
<b>Greater than 70 up to 80 Miles Per Day</b>	76.85	81.85	83.85	86.85	90.85	95.85
<b>Greater than 80 up to 90 Miles Per Day</b>	77.88	82.88	84.88	87.88	91.88	96.88
<b>Greater than 90 up to 100 Miles Per Day</b>	79.92	84.92	86.92	89.92	93.92	98.92
<b>Greater than 100 up to 110 Miles Per Day</b>	81.97	86.97	88.97	91.97	95.97	100.97
<b>Greater than 110 Miles Per Day</b>	85.54	90.54	92.54	95.54	99.54	104.54

One percent (1%) will be added to this schedule at the conclusion of 2005-2006.

### B. Daily Services

1. Clean up - sweep bus daily and wash once every two (2) weeks.
2. Fueling - as needed
3. Warm up - daily before runs (maximum of ten [10] minutes).

2005-06	\$265.00
2006-07	\$270.00
2007-08	\$275.00

4. The above shall be paid in two (2) equal payments on a semester basis.

### C. Number of Days

1. Regular route transportation drivers will be guaranteed to be paid their regularly scheduled hours for the number of instructional days established by the Board. In addition, they will be scheduled for one (1) staff development day.

### D. Extra Trips and Shuttles

1. For trips outside of normal working hours, drivers are expected to be at the departure site at the stated departure time on the trip request form. Extra trip drivers will be paid pre-trip and travel time as follows: twenty (20) minutes for trips departing from in-city locations, twenty-five (25) minutes for trips departing from outside of the city limits. If the driver completed the “after the trip” duties of sweeping and refueling before punching out, then the driver will be paid for this time. If these duties are fulfilled the next day, the driver will not be paid.



APPENDIX B - BUS DRIVERS SALARY

2. For trips during the school day, extra trip drivers will be allowed ten (10) minutes before the trip to gas up and clean the bus. If the extra trip ends after normal working hours, the "after the trip" duties will be fulfilled prior to the next regular route or extra trip. If the driver completes the "after the trip" duties before punching out, then the driver will be paid for this time. It is understood that the driver shall not be paid for any whole or part of the ten (10) minute pre-trip time if it overlaps the driver's regular run time.
3. Extra trips shall be paid at the rate of \$10.94 for the 2005-06 school year. Shuttle rate will be \$9.93 for the 2005-06 school year.
4. Shuttles are the transportation of students on a regular basis to or from a Greenville Public Schools building, St. Charles Catholic School, career center, or other facility for the purpose of the student(s) attending a class. Transporting students between district buildings as a part of regular runs are not considered a shuttle. Shuttles are mutually understood to be up to one hour in length under normal conditions.

Shuttles will be offered by seniority order based on all drivers whose regular run time allows for them to be able to complete the shuttle. A driver, once assigned a shuttle, will be unavailable for any extra trip assignment within that one hour shuttle plus five minutes. When a regular driver (who has been assigned a shuttle) is absent, the shuttle(s) will be offered to the most senior driver who is available (based on run times) to complete the shuttle. Drivers are expected to keep the shuttle for the entire year or the end of the shuttle, whichever comes first. In extenuating circumstances this may be waived with the agreement of the Director of Transportation and the Association. The driver will vacate the shuttle for the remainder of the year.

Drivers will not be assigned more than two shuttles per day unless no other driver is available.

E. Breakdown Time

1. Breakdown time in excess of fifteen (15) minutes and requiring assistance by the mechanic or Director of Transportation, shall be paid at the extra trip rate. Breakdowns caused by an accident at which the driver was at fault are excluded.

F. Determination of Pay

1. Special Education Drivers will be paid a premium of \$0.75 per run as long as they are not driving double runs.
2. Route miles (to determine pay) will be set using the Versatrans system. Route miles are to be determined no later than the end of the third week of each semester. If necessary, adjustments will be made due to Project Start or other programs that start later in the school year. Route mileage will be adjusted (both up and down) as follows:
  - a. Regular Education Routes – adjusted at beginning of each semester.
  - b. Special Education Routes – adjusted at beginning of each marking period
3. Longevity Premium included in salary schedule above:

10 years of service to the district	Add \$ 2.00 per day
15 years of service to the district	Add \$ 3.00 per day (\$5.00 total)
20 years of service to the district	Add \$ 4.00 per day (\$9.00 total)
25 years of service to the district	Add \$ 5.00 per day (\$14.00 total)

*This agreement is for the 2004-2005 school year and may only be extended upon mutual agreement of GESPA and the Greenville Public Schools Board of Education.*

G. Meal Allowances will no longer be paid as a result of the 2004-05 increase in the extra trip rate.

H. One (1) Per Cent will be built into the salary schedule at the conclusion of 2005-2006.

**APPENDIX C—PARA-EDUCATORS, MUSIC ACCOMPANISTS AND NON-  
INSTRUCTIONAL ASSISTANT’S WAGE SCHEDULE**

<b>STEP</b>	<b>2005-06 Hourly \$</b>
0	9.11
1	9.47
2	10.01
3	10.49
4	11.14
10	11.44
15	11.49
20	11.54
25	11.59

- A. \*Para-educators whose primary duty is to work in the Computer Lab or Media Center are to receive \$0.25/hour premium.
  
- B. Employees will be guaranteed to be paid their regularly scheduled hours for the number of instructional days established by the Board. In addition, employees who work more than the number of instructional days established by the Board will be compensated for actual hours worked.
  
- C. One percent (1%) will be added to the salary schedule at the conclusion of 2005-2006.

**APPENDIX D—FOOD & NUTRITION DEPARTMENT WAGE SCHEDULE**

	<b>STEP</b>	2005-2006 Hourly \$
Food and Nutrition Department Workers	0	8.98
	1	9.36
	2	9.82
	3	10.24
	4	10.88
	10	11.18
	15	11.23
	20	11.28
	25	11.33
	Food and Nutrition Department Building Leader	0
1		10.01
2		10.35
3		10.77
4		11.27
10		11.57
15		11.62
20		11.67
25		11.72

- A. Food & Nutrition Building Leader Position to receive \$0.25/hour premium.
- B. Food and Nutrition
- C. Leaders will be guaranteed to be paid their regularly scheduled hours for the number of instructional days established by the Board. Food and Nutrition Workers will be paid for instructional days established by the Board minus half-days for in-service and exam days unless so scheduled by the director. In addition, all Food and Nutrition employees will be scheduled for one (1) staff development day.
- D. One percent (1%) will be added to the salary schedule at the conclusion of 2005-2006.

**APPENDIX E—HEALTH INSURANCE—2005-2006 BOARD CO-PAYS**

	Up to 37	38	39	40	41	42	43	44	45	46	47	48	49	50
<b>HOURS</b>														
<b>5</b> (Grandfathered hours)	527	550	561	573	584	607	618	630	641	664	676	687	698	721
<b>6</b>	641	653	676	687	710	721	744	756	779	790	813	824	847	859
<b>7</b>	744	767	779	802	824	847	859	882	905	927	939	962	985	1008
<b>8</b>	847	870	893	916	939	962	985	1008	1031	1053	1076	1099	1122	1145*

HEALTH INSURANCE MAX ALLOWANCE

**\$1,145**

\*Includes double run drivers

**\*\* Weeks Worked = Total Days Worked divided by 5.**

Employees receiving health premium benefits under this schedule will authorize payroll deductions for any uncovered premium amount.

## APPENDIX F – SICK DAY BANK POLICY & APPLICATION PROCESS

1. Eligibility requires completion of waiting period:
  - a. For first year employees, a twenty (20) work day wait period is required (begins with first day absent) and the employee must have exhausted their accumulated sick leave.
  - b. For all other employees, a thirty (30) work day wait period is required (begins with first day absent) and the employee must have exhausted their accumulated sick leave.

Eligibility also requires that the employee must have made a donation to the sick day bank within the time limits specified in paragraph 9 below and must have exhausted their accumulated sick leave.

“Wait period” is defined as days absent from work for the same illness or disability. The days absent need not be consecutive but must be taken due to the same illness or disability. Non scheduled workdays do not count toward completion of the wait period.

2. **Application Procedure.** Application must be made by an employee who seeks the utilization of days from the Sick Day Bank. Applications may be secured from the Chairperson of the Sick Day Bank Committee or the Central Office. A completed Application for Utilization of the Sick Day Bank (referred to hereafter as "Application") and a completed Attending Physician's Statement must be submitted to the Chairperson of the Sick Day Bank Committee (referred to hereafter as "Chairperson"). All copies of both forms must be submitted as a condition to consideration of an employee's request to access the sick day bank.
3. **Approval Procedure.** As soon as possible after an Application is received by the Chairperson, s/he shall convene the Sick Day Bank Committee to act upon the Application. If the Application is approved, the Chairperson shall provide written notification of the approval to the employee, the Central Office, the GESPA President and the GEA President, which ever is appropriate. If the Application is not acted upon because of the need for additional information or clarification, the Chairperson shall provide written notification, along with the additional information/clarification that is needed, to the employee. As soon as possible after receipt of the needed information, the Committee will be reconvened to act upon the Application. If the Application is denied, the Chairperson shall provide written notification of the denial to the employee.
4. **Denial.** If the Sick Day Bank Committee determines that an illness or disability which qualifies for utilization of days from the Sick Day Bank does not exist, or if sufficient medical verification of such an illness or disability is not provided to the Committee, it may deny the Application. The Chairperson shall notify the employee of the denial, in writing.
5. **Disclosure of information.** Applicants for utilization of days from the Sick Day Bank must agree, in writing, at the time of the application, that the Sick Day Bank Committee members are authorized to examine all information submitted by the applicant and his/her physician in support of the application, and that such information will be provided to the GEA President or the GESPA President (whichever is appropriate) and the Central Office.
6. The Sick Day Bank Committee shall be composed of three (3) GEA bargaining unit members, two (2) GESPA bargaining unit members, one (1) GAA member and one (1) secretarial units member, the Chief Financial Officer (CFO), and one central office staff member. GEA appointees shall represent all levels and shall serve staggered terms. The Sick Day Bank Committee shall elect the chairperson of the Sick Day Bank Committee.

7. The Sick Day Bank Committee shall meet as needed to act upon an application. If necessary, the Committee may meet by telephone conference call with necessary written documents exchanged by facsimile machine, electronic mail, or other means of delivery.
8. All decisions of the Sick Day Bank Committee shall be by majority vote of the members appointed and serving on the Committee. Robert's Rules of Order shall govern all Committee meetings.
9. **Employees** who want to participate in the Sick Day Bank must donate at least one (1) sick leave day as a condition to their eligibility to access days from the Sick Day Bank. New participants must complete a donation form by September 10<sup>th</sup> of each year. If the Sick Day Bank gets to a balance of twenty (20) days or less, all existing participants will be assessed one (1) additional day.
10. An employee, who has donated one (1) day to the sick day bank and who has a serious illness/disability must apply to the Sick Day Bank by completing an "Application for Utilization of Days from the Sick Day Bank" and also submitting an "Attending Physician's Statement". An employee who is otherwise eligible to borrow from the Sick Day Bank may:
  - a. receive a maximum of twenty (20) days per fiscal year (July 1 through June 30) with less than 15 years of service provided that the application is approved by the Sick Day Bank Committee.
  - b. receive a maximum of forty (40) days per fiscal year (July 1 through June 30) with 15 years or more of service provided that the application is approved by the Sick Day Bank Committee.

Once the participant qualifies for LTD (long-term disability) insurance, worker's compensation or MPERS (retirement), the employee is not eligible to borrow days from the Sick Day Bank.

11. Upon approval of the bargaining unit member's request, the participant must complete and sign a "Sick Day Bank Payback Agreement" form.
12. Denial of days will not be subject to any appeal process nor the Grievance Procedure as set forth in the appropriate handbook or appropriate Master Agreement.
13. The Sick Day Bank Committee reserves the right to request a second medical opinion. This would be an independent exam after receiving the employee's physician statement. The second opinion could be from a physician jointly selected by the employee and the Committee. The cost of the independent exam is to be borne by the district.
14. GEA denotes Greenville Education Association, GESPA denotes Greenville Educational Support Personnel Association, GAA denotes Greenville Administrative Association.

GREENVILLE PUBLIC SCHOOLS

SICK DAY DONATION FORM

Name of Employee Making Donation: \_\_\_\_\_

Building: \_\_\_\_\_

Date this form is filled out: \_\_\_\_\_

Day Donation = one (1)\*

*\*Note: **Sick Day Bank Policy and Application Process**, Item 9. Employees who want to participate in the Sick Day Bank must donate at least one (1) sick leave day to the Greenville Sick Day Bank as a condition to their eligibility to access days from the sick bank. New participants must complete a donation form by September 10<sup>th</sup> of each year. If the bank gets to a balance of twenty (20) days or less, all existing participants will be assessed one (1) additional day.*

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Signature of Employee Donating Day(s): \_\_\_\_\_

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Approved by: \_\_\_\_\_ Date Approved: \_\_\_\_\_



**Greenville Public Schools**

**Application for Utilization of Days from the Sick Day Bank**

NAME \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_  
Street City Zip

Phone Number (Work) \_\_\_\_\_ (Home) \_\_\_\_\_

First date of continuing illness/disability \_\_\_\_\_

List dates of absence from work due to this illness/disability (if exact days unknown, can be projected)

\_\_\_\_\_

Number of accumulated sick days at the beginning of this illness/disability \_\_\_\_\_

Date on which accumulated sick days were or will be exhausted \_\_\_\_\_

Date on which payment from the Sick Leave Bank is to commence \_\_\_\_\_

Applicant's statement describing the illness/disability:

Have you applied for or are you receiving long-term disability benefits, workers compensation benefits or retirement benefits through MPSERS?

I hereby apply for sick leave days from the Sick Day Bank for the above described illness/disability. I understand that this application and the supporting Attending Physician's Statement will be distributed to the members of the Sick Day Bank Committee, the GEA President or GESPA President, whichever is appropriate, and the Greenville Superintendent's Office. I authorize the distribution of this application and Attending Physician's Statement as stated above.

I have read and I agree to the terms of the Sick Day Bank Policy and Application Process.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant

Send all copies of this application and all copies of the Attending Physician's Statement to the chairperson of the GEA Sick Bank Committee.

## Attending Physician's Statement

Patient's Name \_\_\_\_\_

Your diagnosis \_\_\_\_\_

Brief description of illness or disability (include dates of treatment by you and dates and name of hospital confinement, if any)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Brief explanation \_\_\_\_\_

Please state the approximate date on which the condition commenced, the probable duration of the condition and the probable duration of the patient's/employee's incapacity.

\_\_\_\_\_  
\_\_\_\_\_

Is absence from work presently required due to the employee's/patient's illness or disability?

Is the employee/patient able to perform the essential functions of his/her work assignment? Could the employee/patient perform the essential functions with job accommodations? \_\_\_\_\_

If yes, please specify the nature of the accommodations \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Based upon your personal knowledge and treatment, how long has the employee/patient been incapacitated by this illness/injury so that s/he was prevented from working?

FROM \_\_\_\_\_ TO (and including) \_\_\_\_\_

When, in your opinion, may the employee/patient resume work? \_\_\_\_\_

(Please be as specific as possible. If a specific date cannot be determined, please estimate in days, weeks, or months how long total disability will continue.)

Physician's Name \_\_\_\_\_

(Please print or type)

Physician's Signature \_\_\_\_\_

Phone Number \_\_\_\_\_ Office Hours \_\_\_\_\_

Date Completed \_\_\_\_\_

Office Address \_\_\_\_\_

Physician's Specialty Board Certification \_\_\_\_\_

**Greenville Public Schools**

**SICK DAY BANK PAYBACK AGREEMENT**

I agree to repay the sick bank a total of \_\_\_\_\_ days, beginning September \_\_\_\_, 20\_\_, at a rate of \_\_\_\_\_ days per school year until all of the borrowed sick bank days have been repaid. I understand that these days will be deducted at the beginning of each school year from sick leave that would otherwise be contractually allocated to me and hereby consent to such deduction(s).

In the event that I leave the Greenville Public Schools before total repayment is made, I agree to pay the Greenville Public Schools an amount equal to the number of unpaid sick leave days then owed multiplied by my daily salary at the time the days were borrowed.

I agree that any amounts owed by me may be deducted from my final paycheck by Greenville Public Schools and hereby consent to that deduction. I further agree that Greenville Public Schools shall have the right to pursue through litigation any such amounts owed (beyond any amount deducted from my final paycheck) in a Michigan Court of competent jurisdiction.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

1. Repayment must start at the beginning of the school year immediately following the employee's return from leave, or when the employee returns during the next school year, whichever is later.
2. Repayment must be at least three (3) days per school year until all of the borrowed sick day bank days have been repaid. Employees may repay the days at a faster rate if they so desire.
3. As a result of separation, payment when possible will be taken out of final pay. The employee remains responsible for repayment of any balance owed after separation.

The following appendices are

# **BOARD POLICY**

## APPENDIX G- FAMILY AND MEDICAL LEAVE ACT

### 1. PURPOSE:

The District's Family and Medical Leave Policy allows eligible employees to take up to twelve 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.

The following provisions provide information about the policy. Please read the policy carefully and keep it for future reference. Additional information and forms relating to Family and Medical Leaves are available from the Central Offices.

### 2. DEFINITIONS:

A. ***What Does a "Twelve-month" Period Mean?*** The District has adopted the rolling twelve-month method of calculating FMLA leave entitlement. Pursuant to this method, FMLA leave entitlement is based upon how much FMLA leave an employee has taken the preceding twelve months, measured backwards from the date the leave is to commence.

B. ***Who Qualifies as a "Spouse"?*** "Spouse" under this policy means a husband or wife, and does not include unmarried domestic partners. If both spouses work for the school district, their total leave in any twelve-month period may be limited to an aggregate of twelve 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.

C. ***Who Qualifies as a "Parent"?*** "Parent" under this policy means a biological parent or an individual who stood in place of a biological parent (*in loco parentis*) to the employee when the employee was a child. Parents-in-law do not meet this definition.

D. ***Who Qualifies as a "Child"?*** "Child" under this policy means a child (son or daughter) either under eighteen years of age, or eighteen years of age or older who is incapable of self-care because of mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or stepchild or legal ward.

### 5. ***What Type of Ailment Qualifies as a "Serious Health Condition" under this Policy?***

A. A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care (an overnight stay), (2) a period of incapacity requiring continuing treatment by a healthcare provider, (3) a period of incapacity due to pregnancy or for prenatal care, (4) a period of incapacity or 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 three consecutive calendar days (*e.g.*, dialysis for kidney disease or chemotherapy for cancer).

By way of example, "continuing treatment by a healthcare provider" includes a period of incapacity of more than three (3) consecutive calendar days (including subsequent treatments or periods of incapacity relating to the same condition) that requires treatment on two or more times by a healthcare provider or treatment once by a healthcare provider

that results in a regime of continuing treatment under the supervision of a healthcare provider (e.g., a course of prescription drugs, physical therapy).

Unless complications arise, the common cold, flu, upset stomachs, headaches, routine dental problems and cosmetic treatments do not meet the definition of “serious health condition.”

Please contact the Central Office for a more complete definition of “serious health condition.”

- B. ***Who Qualifies as an “Instructional Employee”?*** Under this policy, “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 and may encompass paraprofessionals or auxiliary personnel principally engaged in direct delivery of instruction (e.g., signers for hearing impaired). This definition ***excludes*** auxiliary personnel such as counselors, aides, psychologists, social workers and non-instructional support personnel.
- C. ***Who Is the “District” under this Policy?*** “District” means the Greenville Public Schools. This policy shall be implemented by the Superintendent or his/her designee.

3. GENERAL:

- A. ***Who is Eligible?*** If you have worked at least 1250 hours during the twelve-month period prior to commencement of the leave, you are eligible for FMLA leave after you have completed at least one year of service.
- B. ***When Can I Take FMLA Leave?*** Eligible employees may use FMLA leave for one or more of the following reasons:
- The birth of a child and care for a newborn;
  - The care for a newly-adopted child or child recently placed in an employee’s home for foster care;
  - To care for a spouse, child or a parent (but not parent-in-law) who has a serious health condition; or
  - 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.

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

- C. ***How Much Leave is Available Under the FMLA Policy?*** Eligible employees may take up to twelve weeks of unpaid leave during any twelve-month rolling period for a purpose which qualifies for a leave under the FMLA policy. The twelve-month rolling period is calculated backwards from the date the requested leave commences.

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 twelve 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 four weeks to care for a newborn child, each spouse will have eight weeks remaining within the twelve-month period to use for other kinds of FMLA leaves, if necessary.

4. NOTICE:

- A. ***When Should I Give Notice of the Need for FMLA Leave?*** If the need for FMLA leave is foreseeable, you must give at least thirty-days notice of your intent to use the leave (*i.e.*, for birth of a child, adoption, foster placement, or planned medical treatment for yourself or a family member). If the employee fails to give thirty-days notice, the District reserves the right to delay the employee's FMLA leave until at least thirty days after the employee makes the leave request. When the need for FMLA is unexpected, you must provide notice as soon as possible after the need for the leave is known.

At the time of requesting any time off work, employees are required to complete District-approved forms for leave utilization. When any time off work is requested, the District will inquire about the circumstances to determine if the requested time off appears to qualify as FMLA leave. Any time off work request determined by the District to qualify as FMLA leave will be credited against the employee's FMLA leave for the twelve-month rolling period described in Section 2(A) of this policy. Employees will be told whether the time off work requested is determined to be FMLA leave before the start of the requested leave, or as soon thereafter as practical.

5. **SUBSTITUTION OF PAID LEAVE TIME:**

FMLA leaves are **unpaid** leaves, but there are several ways in which the District's policies on salary continuation, sick days and vacation pay work in conjunction with certain kinds of FMLA leaves to provide you with some form of income during such a leave.

- ***Employees must exhaust earned and/or accrued paid time off.*** When time off work which qualifies as FMLA leave is to be taken, employees may first be required to exhaust earned and/or accrued paid time off which will be credited against their 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 apply that leave time to his/her FMLA leave until the earned and/or accrued paid leave time is exhausted. The District may also require that any earned and/or accrued paid vacation or personal/sick leave be exhausted before the employee takes any unpaid 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. An Employee also is entitled to substitute accumulated paid leave off for FMLA leave.
- ***District Notification of FMLA Leave.*** Once the District receives notice (or sufficient information) that leave is being taken for an FMLA required reason, the District shall (within two business days, absent extenuating circumstances) notify the employee, in writing, that accrued paid leave (as described above) has been designated as FMLA leave.

6. MEDICAL CERTIFICATION:

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, the employee will 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. Forms for this purpose will be provided by the Central Office when the employee notifies the District of the need for the leave. Employees must provide the requested medical certification within fifteen (15) days of being supplied with the necessary certification form from the Central Office or a request for FMLA leave may be delayed or denied.

After an employee submits the required medical certification, the District may require, at its option and its 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 at its own 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.

The District may also require periodic medical recertifications at its own expense. The District also retains the right to require the employee who is absent on FMLA due to his/her own serious health condition to present a medical certification on return to work. Failure to provide this information will delay restoration of employment and may result in separation from employment status.

7. INTERMITTENT/REDUCED LEAVE SCHEDULE:

If an employee needs intermittent leave, or leave on a reduced leave schedule (or if the intermittent/reduced leave is allowed for the birth of a child or for placement of a child for adoption or foster care), the employee must advise the District 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.

The District may assign an employee to an alternative position with equivalent pay and benefits, but not necessary 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, but the employee will not be required to take more leave than is medically necessary. 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 twelve weeks of FMLA leave are used.

Intermittent and reduced leave schedules are available to all employees for pre-natal care, to attend to a serious health condition requiring periodic treatment by a healthcare provider, because the employee (or family member) is incapacitated to a chronic serious health condition, or because of childbirth, adoption or foster care placement.



If an eligible instructional employee requests intermittent leave or leave on 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 period the leave would extend, 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 periods of leave than does the instructional employee's regular assignment.

8. BENEFITS:

A. ***What Happens to my Benefits While on Leave?*** During the period of an approved FMLA leave, your health insurance will continue uninterrupted, but if you make a contribution toward your coverage, you must make arrangements to continue your contributions during the term of your leave in order to continue your basic health insurance coverage at existing levels. Failure of an employee 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 thirty (30) days late. If the employee's premiums are in arrears, the District shall provide the employee at least fifteen (15) days written notice prior to cancelling insurance plan coverage.

Except as required under COBRA, the District's obligations to maintain health benefit premium contributions for an employee on FMLA ceases when: (1) the employment relationship would have terminated, irrespective of the FMLA leave (*e.g.*, reduction in force); or (2) when the employee advises the District of intent not to return from leave; or (3) when FMLA expires and the employee has not returned from leave.

Employee contributions will be required either through payroll deduction or by direct payment to the Business Office. 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.

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 family/medical for reasons other than: (1) the continuation, recurrence or onset of a serious health condition of the employee or a covered family member, or; (2) circumstances beyond the employee's control (certification required within thirty (30) days of failure to return for either reason), 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 period of leave, excluding period where the District or the employee has substituted paid leave for FMLA leave.

An employee is not entitled to seniority or benefits accrual (*e.g.*, holidays, vacations) during period of unpaid leave, unless otherwise specified by the terms of a collective bargaining agreement or individual contract of employment. An employee who takes FMLA leave will not lose any seniority or employment benefits that accrued before the date leave began.

- B. ***What if I'm off Work on a Workers' Comp Leave?*** If you have a work-related illness or injury that qualifies as a "serious health condition" under this policy, time away from the job for which you receive Workers' Compensation payments will be considered an FMLA leave and will reduce your entitlement to up to twelve weeks of FMLA leave in any twelve month period.

9. **RETURN TO WORK:**

- A. ***What Position Will I Be Placed in after My Leave?*** Upon conclusion of FMLA leave, an employee will be returned to the same position the employee held when leave commenced or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The definition of an "equivalent" position may be accomplished through a collective bargaining agreement between the District and labor organization having exclusive representation rights in a defined bargaining unit of District employees.
- B. ***Even If I'm an Instructional Employee?*** If an instructional employee begins leave under the Family and Medical Leave Act more than five (5) weeks before the end of a semester, the District may require that leave be taken until the conclusion of the semester if the leave is to last at least three (3) weeks and the instructional employee would return to work during the three (3) week period immediately before the conclusion of the semester.

If an instructional employee begins leave under FMLA (other than for the instructional employee's own serious health condition) during the five (5) week period before the end of a semester, the District may require that leave be taken until the end of the semester if the instructional employee would return to work during the two (2) week period immediately before the end of the semester and if the leave period is to last more than two (2) weeks.

If an instructional employee begins leave under FMLA (other than for the instructional employee's own serious health condition) during the three-week period before the end of a semester and the leave will last more than five (5) working days, the District may require the instructional employee to take leave until the end of the semester.

10. **KEY EMPLOYEES:**

- A. ***Who Qualifies a "Key" Employee?*** A "key" employee is an eligible salaried FMLA-eligible employee who is among the highest paid 10% of District employees.
- B. ***Are "Key" Employees Entitled to 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 where the restoration of the key employee to employment will cause the District substantial and grievous economic injury or substantial, long-term economic injury.
- C. ***How do I Know if I Qualify as a "Key" Employee?*** 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 where 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 basis of 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 of health benefits should employment restoration be denied. Where practical, the District will communicate this determination prior to the commencement of the FMLA leave; the key employee may then take FMLA leave or forego it. If the FMLA leave has already commenced, the key employee will be provided a reasonable time in which to return to work after being notified of the District's decision to deny reinstatement.

- D. ***When will the District Determine whether or not to Reinstatement a "Key" Employee on FMLA Leave?*** 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 he/she no longer wishes to return to work or until the District denies reinstatement at the end of the leave period. The key employee has the right, at the end of the FMLA leave period, 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:**

The failure of an employee to return to work upon expiration of FMLA will subject the employee to termination unless an extension is granted. 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 request for an extension, in writing, to the employee's immediate supervisor. 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 in connection with requests for leave extension.

**12. EFFECT OF COLLECTIVE BARGAINING AGREEMENTS:**

All provisions of this policy shall prevail except as modified by, or as may be inconsistent with, any applicable collective bargaining agreement between the District and any labor organization having exclusive representation rights in a defined bargaining unit of District employees. To the extent that this policy conflicts with the terms of such collective bargaining agreement(s), those agreement(s) shall prevail to the extent of such conflict or inconsistency where the contract provides greater rights to the employee than are otherwise secured through FMLA.

**POLICY ADOPTED:** June 12, 2000

## APPENDIX H--SEXUAL HARASSMENT

The Board of Education recognizes that a staff member's right to freedom from employment discrimination includes the opportunity to work in an environment untainted by sexual harassment. Sexually offensive speech and conduct are wholly inappropriate to the harmonious employment relationships necessary to the operation of the District and intolerable in a work place to which the students of this District are exposed.

Sexual harassment includes all unwelcome sexual advances, requests for sexual favors, and verbal or physical contacts of a sexual nature whenever submission to such conduct is made a condition of employment or a basis for an employment decision, or when such conduct has the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile, or offensive working environment.

The sexual harassment of any employee of this District is strictly forbidden. Any employee of this District who is found to have sexually harassed another employee of this District or any other person participating in the District's educational function will be subject to discipline, up to and including discharge. Any employee who has been subject to or witnessed sexual harassment in the work place is requested and encouraged to report the sexual harassment to an appropriate supervisor or to the Assistant Superintendent and to cooperate in any subsequent investigation.

The Superintendent shall instruct all support staff and agents of this District to recognize and correct speech and behavior patterns that may be sexually offensive whether or not they are used with an intent to offend.

Any employee or agent of the District who sexually harasses or abuses any student will be subject to discipline, up to and including discharge, and such misconduct will be reported to non-school authorities pursuant to applicable law.

LEGAL REFERENCE: 29 CFR 1604.11

## APPENDIX I

Policy: <b>JCDAA</b>	Issued: November 9, 1998 Revised: September 8, 2003 Page 1 of 1
Description: <b>TOBACCO, ALCOHOL, AND DRUGS</b>	
<b>References:</b>	

Academic institutions have both a responsibility and an opportunity to discourage negative behaviors and encourage healthful habits. To fulfill this responsibility, the consumption and/or possession of any tobacco product, any alcoholic beverage, any controlled substance or drug paraphernalia is prohibited in any school building, on any school grounds, in any school vehicle, or at any school-sponsored activity of Greenville Public Schools.

### TOBACCO FREE SCHOOLS

Greenville Public Schools will be tobacco free 24 hours a day, seven days a week. Greenville Public Schools enforces PA 140 and will promote practices which will aid students and employees to abstain from use of all tobacco products, intervene early when use is detected, take corrective disciplinary action when necessary, and make accessible after-care support for students and staff.

### ALCOHOL AND DRUG FREE SCHOOLS

There will be no use of alcohol or any controlled substance by staff, students, or any other persons at any time in any buildings or on any property owned or operated by Greenville Public Schools.

Any person who has in his/her possession alcohol or any controlled substance or appears to be under the influence of alcohol or drugs before entering any building or any district grounds, at any school-sponsored activity off school grounds, or going to and from any school-sponsored activity, shall be refused entrance and admission and may be subject to discipline, up to and including expulsion.

District personnel may refer students to any medical treatment or social service agency when such student is reasonably believed to be abusing or incapacitated by the use of alcohol or other drugs.

### DISCIPLINE

The use of tobacco products by any persons in violation of state statutes will result in disciplinary action. The Tobacco-Free Schools Law makes the violation of this policy a misdemeanor with a fine of \$50. The Greenville Public Safety Department may be notified of an infraction.

Discipline of students will be as outlined in JCDAA-R.

Discipline of employees will be in accordance with district guidelines and the terms of collective bargaining agreements.

Citizens who violate this policy will be asked to leave and, if necessary, the Greenville Public Safety Department will be called.

### AFTERCARE AND ASSISTANCE

The Greenville Public Schools will work cooperatively with the student, employee, parent(s), and community resource personnel, to support assistance in non use of tobacco products, alcohol, or controlled substances.

## APPENDIX J

### HONORS WEEK

**Criteria for release time for employees** wishing to attend Greenville Public Schools student awards assemblies for members of the immediate family.

Immediate family for these purposes will be defined as child, step child, grandchild or step grandchild.

1. Attendance at Honors Week assemblies and Swing-out will be excused with pay for employees having a graduate or underclassman receiving an award in their immediate family. Employees must return to their workstation immediately after the event's conclusion to qualify for pay. (Excluding subbed drivers)
2. Attendance at GMS student awards assemblies for students who are members of the employees' immediate family. Employees must return to their workstation immediately after the event's conclusion to qualify for pay unless the program concludes at a time when the employee is not scheduled to work.
3. In both cases if the employee cannot be excused (covered) without hiring a substitute, the employee will need to use any available leave time (individual or unpaid) to attend these functions.
4. "Mystery Trip"
  - (a) An individual will be excused with pay if the employee is a chairperson or co-chairperson.
  - (b) Registered chaperones may request individual leave if they have time available. Only those employees on an approved list from the Mystery Trip chairperson/s may be granted individual leave. *Reference Article 8--Sick/Individual Leave/Bereavement Leave—Section K. Individual Leave*

In all cases stated above, arrangements should be made *in advance* with the immediate supervisor.

# FORMS

## EVALUATION RUBRIC 0, 1, 2

- 0 – DEMONSTRATED INABILITY TO MEET EXPECTATIONS  
 1 – LIMITED OR COMPARABLY LESS ABILITY TO MEET EXPECTATIONS  
 2 – DEMONSTRATED ABILITY TO MEET EXPECTATIONS

	<b>CANDIDATE</b>	<b>CANDIDATE</b>	<b>SUPPORTING EVIDENCE</b>
<p style="text-align: center;"><b>SKILL</b></p> <ul style="list-style-type: none"> <li>▪ Knowledge in operations</li> <li>▪ Knowledge of objectives, methods and materials pertinent to maintenance responsibilities</li> </ul>			
<p style="text-align: center;"><b>ABILITY</b></p> <ul style="list-style-type: none"> <li>▪ Capable of being self-directed</li> <li>▪ Work habits</li> <li>▪ Flexible</li> <li>▪ Industrious</li> <li>▪ Efficient</li> </ul>			
<p style="text-align: center;"><b>TRAINING</b></p> <ul style="list-style-type: none"> <li>▪ Records reflect relevant work-related training, coursework and/or degree(s).</li> </ul>			
<p style="text-align: center;"><b>SERVICE TO THE DISTRICT</b></p> <ul style="list-style-type: none"> <li>▪ years of service to the District</li> </ul>			



	CANDIDATE	CANDIDATE	SUPPORTING EVIDENCE
<p><b>EXPERIENCE</b></p> <ul style="list-style-type: none"> <li>▪ Extent to which candidate demonstrated record of relevant work experience.</li> <li>▪ In consideration of internal candidates, comparable responsibilities and/or assignments.</li> </ul>			
<p><b>PAST EVALUATIONS</b></p> <ul style="list-style-type: none"> <li>▪ Overall rating: 0 = no Greenville Evaluation or Greenville evaluation less than satisfactory.</li> <li>▪ Overall rating - 1 = limited Greenville evaluation.</li> <li>▪ Overall rating -2 = Multiple Satisfactory Greenville Evaluations</li> </ul>			
<p><b>PERSONALITY</b></p> <ul style="list-style-type: none"> <li>▪ Exercised good judgment</li> <li>▪ Team player</li> </ul>			
<b>TOTALS</b>			
<b>PERCENTAGE</b>			

**GREENVILLE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION  
CONTRACT VIOLATION GRIEVANCE FORM**

*Alleged violations must be discussed with Supervisor before filing form.*

Employee's Name \_\_\_\_\_ Bldg. Assigned: \_\_\_\_\_

Violation Date(s) \_\_\_\_\_ Assignment: \_\_\_\_\_

Contract Article/Section Violated \_\_\_\_\_

Details \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RELIEF REQUESTED: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date to Principal

**Supervisor' Response:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date Returned

**REASON FOR CONTINUANCE** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Union Official's Signature

\_\_\_\_\_  
Date to Central Office

**CENTRAL OFFICE RESPONSE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Central Office Signature

\_\_\_\_\_  
Date Returned

**SCHOOL BOARD RESPONSE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Board of Education – Personnel Committee

\_\_\_\_\_  
Date Returned