

AN AGREEMENT BETWEEN
THE GRANT EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION—MEA/NEA
AND
THE GRANT PUBLIC SCHOOLS
BOARD OF EDUCATION
2006-2008

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MEA
OTFCP

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AND

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ASSOCIATION-MEA/NEA**

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ARTICLE I
Agreement

This Master Agreement is entered into between the Board of Education of the Grant Public Schools, hereinafter referred to as the "Board," and the Grant Educational Support Personnel Association-MEA/NEA, hereinafter referred to as the "Union."

The term "employee" or "bargaining unit member" when used hereinafter in this Agreement shall refer to all employees represented by the Union in the Recognition clause, and references to the masculine gender shall include female employees.

ARTICLE 2
Purpose

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

ARTICLE 3
Entire Agreement

This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices that are inconsistent with this Agreement, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the Board and the Union. The waiver of any breach term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law by a court or administrative body of competent jurisdiction, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. The parties shall meet to negotiate the clause or application adjudged contrary to law. Neither party shall be required to meet with the other for the purpose of negotiating a replacement clause after thirty (30) days have expired since adjudging a clause contrary to law. Should no agreement be reached, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

Any individual contract between the Board and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE 4
Recognition

The District hereby recognizes the Union as the exclusive representative for all full-time and regular part-time Aides, Secretaries, Bus Drivers, Food Service, Maintenance, and Custodial employees.

In the event that the Michigan Employment Relations Commission or a court of competent jurisdiction rules that substitutes are an appropriate part of a regular bargaining unit, then bus driver substitutes working twenty-one (21) days or more for the Board shall be recognized as part of the unit. The parties shall subsequently negotiate the contractual benefits which apply to 21-day bus driver substitutes.

Excluded from the bargaining unit are the Superintendent's secretary, mechanic, supervisors, substitutes, and all other employees. Further excluded from the terms and conditions of this Agreement are students and temporary hourly help not employed on a regular basis.

"Temporary" shall be defined as a person employed to meet seasonal needs or to fill employment demands of a particular temporary situation, but not to replace a bargaining unit position. It is expressly understood that a vacancy in a bargaining unit position shall be filled on a temporary basis for a period not to exceed a total of ninety (90) work days (except in the case of maintenance April to October only which shall not exceed one hundred thirty (130) work days for seasonal labor).

"Substitutes" shall be defined as a person scheduled to work in the absence of a regular employee on a leave of absence (paid or unpaid), including vacation and during the period of time required to post and fill vacancies.

Unless otherwise indicated, use of the term "employee" or "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit.

A probationary employee shall be considered an employee who has served in a bargaining unit position for less than ninety (90) calendar days.

It is expressly recognized by the parties that the Custodial Supervisor, Bus Mechanic, Transportation Supervisor, Food Service Director, and Finance Director may continue to perform bargaining unit work of the same kind and nature and to the extent as has been done in the past. It is understood that other supervisory employees may perform bargaining unit work in circumstances such as emergency situations, when operational difficulties are encountered, in the testing of materials and equipment, and in the instruction or training of employees. Work performed by non-bargaining unit employees shall not result in the layoff of regular bargaining unit members.

ARTICLE 5
Agency Shop

- 5.1 Any employee who is a member of the Union, or who has applied for membership, may sign an assignment authorizing the deduction of professional dues in the Union, the amount of which shall be established by the Union. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months beginning in September and ending in June of each year.
- 5.2 A. Any bargaining unit member who is not a member of the Union, who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall pay a Representation Benefit Fee to the Union, pursuant to the Union's "Policy Regarding Objections to Political-Ideological Expenditures" and the Union's administrative procedures adopted pursuant to that policy. The Representation Benefit Fee shall not exceed the maximum permitted under the law. The bargaining unit member may pay such fee directly to the Union or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such Representation Benefit Fee directly to the Union or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the Representation Benefit Fee from the bargaining unit member's wages and remit same to the Union. The union shall pay the Board an annual fee not to exceed \$25 for the administration of payroll deductions for PAC at the rate of \$1.00 per bargaining unit member who makes a PAC annual contribution by payroll deduction.
- B. The remedies set forth in the Union's Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure. The Union shall provide to all non-members copies of the Union's Policy and Procedures.
- C. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Union's notification to non-members of the fee for that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.
- D. The Union agrees to indemnify and save the Board, including individual Board members and their agents, harmless against any and all claims, demands, awards, judgments, suits, or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the pro-

visions of the agency shop agreement herein contained.

In the event of any legal action against the Board because of its compliance with this Article, the Union agrees to defend such action at its own expense and through its own counsel.

The Union shall have complete authority to compromise and settle all claims which it defends under this section.

In any such instances, the Board agrees to give full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

- E. Should a court of competent jurisdiction rule that the mandatory deduction of the Representation Benefit Fee is contrary to law, the Board shall not be required to implement Section 5.2-A above.
- F. Should the indemnification provision set forth above be declared unenforceable or void by a court of competent jurisdiction, this Agency Shop article shall be declared nugatory, and the parties agree to negotiate this provision.

ARTICLE 6

Union Rights

- 6.1 Upon reasonable request, the Board shall make available to the Union information necessary to assist in the processing of grievances, administration of the Agreement, and negotiations.
- 6.2
 - A. Officers or authorized representatives of the Union may be admitted onto the Board's premises during working hours for the purpose of adjusting grievances and other union and advocacy functions, providing that said visitation shall not disrupt the work of the Board. The Union agrees that its representatives shall advise the building administration's office of their need to be on school property upon their arrival.
 - B. The facilities and equipment of the Board shall be available to the Union in accordance with Board Policy as long as such use does not interfere with job responsibilities and everyday operations.
- 6.3 The Union shall have the right to post notices of activities and matters of Union concern at designated bulletin boards in each building or facility to which employees may be assigned.
- 6.4 The Union shall be entitled to five (5) days per year to be used at the discretion of the Union, and the Union shall reimburse the Board for the cost of substitutes during these days. The day shall be scheduled as early as possible and by mutual agreement with the supervisor. Five (5) days written notice must be given to the supervisor after mutual agreement has been reached regarding the days.

- 6.5 There shall be two (2) signed copies of any final agreement. One copy shall be retained by the Board and one by the Union. Printed copies of this Agreement shall be provided by the Board at the conclusion of the initial negotiations. Future printing shall then be alternated between the parties without charge to the other party.

Copies of the Agreement shall be produced for each current employee, with sufficient reserved copies for new hires throughout the life of the contract. The Board and the Union will each be given twenty (20) additional copies for their own purposes without charge by the producing party.

ARTICLE 7

District Rights

- 7.1 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
- 7.2 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
- A. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Board.
 - B. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
 - C. Direct the working forces, including the right to hire, promote, suspend and discharge employees (non-probationary employees for just cause), transfer employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force, and to lay off employees.
 - D. Determine the services, supplies and equipment necessary to continue its operations; determine the methods, schedules and standards of operation; determine the means, methods, and processes of carrying on the work, including automation thereof or changes therein, and the instruction of new and/or improved methods or changes therein.
 - E. Adopt reasonable rules and regulations.
 - F. Hire all employees; determine their qualifications and conditions of continued employment, dismissal (non-probationary for just cause), or demotion, and promote and transfer all such employees.

- G. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- H. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
- I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- J. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
- K. Determine the policy effecting the selection, testing or training of employees, providing such selection shall be based upon lawful criteria.
- L. Subcontract bargaining unit work per Article 11.

- 7.3 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Laws of the State of Michigan, and the Laws of the United States.
- 7.4 The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement without the mutual consent of the parties.

ARTICLE 8
Bargaining Unit Members Rights and Protections

- 8.1 The private/personal life of the employee is not within the appropriate concern of the Board unless the conduct of the employee adversely affects the employee's relationship with students or the discharge of other school-related duties.
- 8.2 Non-probationary employees will not be disciplined or discharged without just or reasonable cause. Confirmation of discipline or discharge will be issued in writing stating the reasons for the action. A copy of the written statement will be provided to the Union representative and the employee when time off or discharge is involved.
- Due process will be followed in disciplinary actions which may include written warnings or reprimands, suspensions with or without pay, or dismissal. However, any disciplinary action shall be appropriate to the behavior which precipitated said action and, therefore, might begin at any level. The discipline and discharge of probationary employees shall not be subject to the Grievance Procedure.
- 8.3 The Association agrees that the Employer has just cause to discharge any employee who is convicted of any felony while employed in Grant Public Schools.
- 8.4 An appeal regarding disciplinary action will be submitted to Level Two of the Grievance Procedure according to the timelines set forth in Article 9 of this Agreement.
- 8.5 A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which will lead to disciplinary action by the Board. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union is present, but in no case shall action be suspended for more than twenty-four (24) hours unless by mutual agreement.

At the request of the Union representative or employee, the supervisor will meet with the Union representative and the employee prior to the employee being required to leave the facility in the instance of suspension or discharge, unless the employee's offense requires immediate removal from the work site.

- 8.6 An employee shall have the right to schedule with the Superintendent's office a review of the contents of his/her personnel file, excluding initial references, of the Board pertaining to the employee originating after initial employment and to have a representative of the Union accompany the employee in the presence of the Board in such review.

No material of a disciplinary nature will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written comment regarding any material and the same shall be attached to the material in question. An employee shall sign the material indicating its presence and his/her awareness, if requested. Such signature shall not necessarily mean agreement with the material.

The employer shall notify affected employee(s) in the event that information and/or work records are requested by a third party under FOIA. The employee shall be notified of the request prior to sending

the information to the requesting party and the employee shall be given an opportunity to review the documents that are being transmitted before they are transmitted.

- 8.7 Any case of assault upon a bargaining unit member shall be promptly reported to the Board. The Board shall render all reasonable assistance to the bargaining unit member to prevent injury when possible.
- 8.8 The Board shall offer aid and assistance to all employees in the matter of the maintenance of student discipline.

ARTICLE 9

Grievance Procedure

- 9.1 A grievance shall be defined as a claim by a bargaining unit member of an alleged violation, misapplication or misinterpretation of the expressed terms and conditions of this Agreement.

The discipline and discharge of probationary employees shall not be the basis of any grievance filed under the procedure outlined in this Article.

- 9.2 The term "days" as used herein shall mean work days.
- 9.3 Written grievances as required herein shall contain the following:
- A. It shall be signed by the grievant or grievants;
 - B. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - C. It shall cite the sections or subsections of this Agreement alleged to have been violated;
 - D. It shall contain the date of the alleged violation;
 - E. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall extend the time limitations hereinafter set forth by five (5) days.

- 9.4 A. **Level One** - An employee alleging a violation of the express provisions of this Agreement shall, within ten (10) days of its occurrence or knowledge of its occurrence, orally discuss the grievance with his/her immediate supervisor in an attempt to resolve same. A Union representative may be present during these discussions if requested by the grievant.
- B. **Level Two** - If no resolution is forthcoming that is satisfactory to the parties, the grievant(s) may transmit a written grievance as outlined above to the Superintendent within ten (10) days of the oral meeting at Level One.

Within ten (10) days of receipt of the written grievance, the Superintendent or his/her designated agent shall conduct a grievance meeting to hear the grievance. Within ten (10) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant(s) and the Union representative.

- C. **Level Three** - If no resolution is forthcoming or if no disposition has been made within the period above provided that is satisfactory to the grievant(s), the Union shall have the option of filing a letter of intent to arbitrate with the Superintendent's office within thirty (30) days of the discussion. The thirty (30) day period will be reduced to fifteen (15) days in cases involving a continuing back pay liability. No individual employee shall have the right to process a grievance to Level Three.

Within fifteen (15) days of receipt of the notice of arbitration, the Union President or his/her designee and the Superintendent or his/her designee may try to mutually agree to an arbitrator. If the parties fail to agree on an arbitrator, the parties shall, within fifteen (15) days of the receipt of the notice of arbitration, meet and select an arbitrator according to the following procedure:

1. A panel of arbitrators shall be maintained by the parties. Only arbitrators acceptable to both parties shall be placed on the list. Names of new arbitrators to be added to the list may be proposed at any time by either the Union or the Board.
2. Each party shall alternate striking one name from the panel of arbitrators until all arbitrators are eliminated except one. That arbitrator shall be selected for hearing the grievance.
3. The parties will alternate the initiation of the elimination process with each successive grievance.
4. Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.
5. Should either the Board or the Union wish to terminate the use of the preselected panel arrangement for selection of grievance arbitrators, the party wishing to terminate the panel shall give one (1) year's notice to the other party. Prior to formation and/or after termination of the panel selection arrangement, selection shall be through the American Arbitration Association subject to its rules.

9.5 **General Arbitration Provisions**

- A. It is expressly understood that no grievance arising subsequent to the expiration date or any extensions thereof of this Agreement shall be arbitrated absent mutual agreement between the parties.
- B. If a grievance is sustained by the arbitrator, the fees and expenses of the arbitrator shall be paid by the Board. If the grievance is not sustained by the arbitrator, such fees and expenses of the arbitrator should be paid by the Association. If the arbitrator decides in favor of neither party, the

parties shall share equally the arbitrator's fees and expenses. Each party shall assume its own cost for representation.

- C. An award in any one case will not require retroactive adjustment in any other instances not in dispute in the case at hand.
- D. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.

9.6 **Restrictions on the Arbitrator's Authority**

The arbitrator shall have no power to:

- A. Rule on an issue previously barred from the scope of the Grievance Procedure.
- B. Add to, subtract from, or otherwise modify the expressed terms and conditions of this Agreement.
- C. Award compensatory or punitive damages, except as may be appropriate in a make-whole remedy.
- D. Change any practice, policy, or rule of the Board not in conflict with the terms of this Agreement, nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
- E. Decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of the Board and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- F. Consider more than one grievance at the same time, except upon expressed written mutual consent on the parties.
- G. Make monetary adjustments where no monetary loss has been caused by the action of the Board.
- H. Issue a back pay award for any amount in excess of lost hourly pay rates not for a period to exceed twenty (20) days prior to the date the grievance was filed.
- I. Establish wage schedules or change any wage.
- J. Rule on an issue involving employee evaluation.
- K. Interpret law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief (e.g., Wage and Hour, E.E.O., M.E.R.C., etc.)
- L. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than twenty (20)

days prior to the date on which the grievance is filed.

- 9.7 Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a grievant fail to appeal a decision within the limits specified, all further proceedings on a previously instituted grievance shall be barred.
- 9.8 The Union shall have no right to initiate a grievance involving the right of an employee or group of employees without his/her or their expressed approval in writing thereon.
- 9.9 All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee and/or a participating Union representative are to be at their assigned duty stations, except as agreed by the parties. In such instances, employees will suffer no loss of pay.
- 9.10 The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties.
- 9.11 Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder prior to the expiration of this Agreement may be processed through the Grievance Procedure until resolution. Subsequent to the expiration date of this Agreement, grievances are subject to the restrictions detailed in Section 9.5-A.

ARTICLE 10

School Cancellations

- 10.1 In the event school is canceled prior to the start of an employee's work day due to inclement weather or conditions not within the control of the Board, the following procedures will apply:
- A. Custodial and maintenance employees will report to work and will be paid at their regular rate for the day. If road conditions are dangerous, custodial employees may report one (1) hour late with no loss of pay.
 - B. Aides, bus drivers, secretaries, and food service employees shall not be required to report to work.
- The first two (2) days of each school year that school is canceled prior to the start of the workday, employees will receive their regular rate of pay for the day(s). If school is canceled more than twice and the Board determines not to make up the days, employees will be paid for the day(s). If the Board determines to make up the days, employees will be paid when the day is made up and worked.
- 10.2 In the event school is canceled after the start of an employee's work day due to inclement weather or conditions not within the control of the Board, the following procedures will apply:
- A. Custodial, maintenance, and fifty-two (52) week secretarial employees shall remain on the job and will be paid at their regular rate of pay for the day.

- B. Except as provided above in Section 10.2-A, aides, secretaries, bus drivers and food service employees will be dismissed following any necessary activities and will be paid for the balance of the day, provided such day(s) are permitted to be counted as a day of student instruction for purposes of receiving State Aid.

ARTICLE 11

Non-Bargaining Unit Employees/Subcontracting

- 11.1 Non-bargaining unit employees shall not be permitted to perform bargaining unit work, except in the following types of situations:
 - A. The expediency rising out of an unforeseen circumstance which calls for immediate action.
 - B. In the instruction or training of employees, demonstrating the proper method to accomplish a task assigned.
 - C. Youth Employment and Training Programs, Operation Graduation, GM Jobs Program, or other programs of similar nature if no employee suffers loss of regular pay. Employees on layoff will not have a right to such work.
 - D. Working supervisors.
- 11.2 Nothing contained herein shall preclude the Board, at its sole discretion, from contracting or subcontracting.
- 11.3 The Board retains the right to contract/subcontract.

ARTICLE 12

Special Conferences

- 12.1 Special conferences for important matters other than items which are mandatory subjects of negotiations under the Public Employment Relations Act (PERA) may be conducted at the request of either party. Requests for a special conference shall be made in writing by either the Union president or the Superintendent. Written requests shall detail the reason for requesting the conferences. A meeting will be scheduled within ten (10) calendar days of receiving the request.
- 12.2 Union representatives attending special conferences scheduled during the workday will be released with pay.
- 12.3 It is expressly recognized that alleged violations of this Article are not subject to the Grievance Procedure detailed in Article 9. This Article does not constitute a waiver of any right either party may have to bargain mandatory subjects of negotiations under the Public Employment Relations Act.

ARTICLE 13
General Provisions

- 13.1 A. The assignment and work schedule of each employee shall be determined by the Board. It is clearly understood by the parties that the following provisions in no way constitute a guarantee of hours per day, days per week, or weeks per year. By way of illustration, not limitation, the Board reserves the right to increase or reduce hours, days and weeks to set the starting and ending days of the work week and work year, and the starting and ending times of the workday.

The work year for full-time bargaining unit members shall generally be as follows:

1. Aides: The work year shall generally coincide with the student attendance year.
 2. School Year Secretaries: The work year shall generally begin at least two (2) weeks before the reporting date of teachers and end two (2) weeks after the last teacher workday.
 3. Secretaries: The work year shall generally be fifty-two (52) weeks.
 4. Food Service: The work year shall generally coincide with the student attendance year.
 5. Bus Drivers: The work year shall generally coincide with the student attendance year.
 6. Custodians: The work year shall generally be fifty-two (52) weeks.
 7. Maintenance: The work year shall generally be fifty-two (52) weeks.
- B. The workday for full-time bargaining unit members shall generally be as follows:
1. Aides: 7 hours (including a ½ hour lunch period)
 2. Secretaries: 8 ½ hours (including a ½ hour lunch period)
 3. Food Service-8 hour employees: 8 ½ hours (including a ½ hour lunch period)
 4. Custodians: 8 ½ hours (including a ½ hour lunch period)
 5. Maintenance: 8 ½ hours (including a ½ hour lunch period)
- C. The workday for bus drivers shall be as per scheduled run. Runs shall be scheduled according to the system set out in Article 15 of this Agreement.
- D. Employees scheduled to work at least five (5) hours per day shall receive a thirty (30) minute unpaid lunch period. This section shall have no application to bus drivers.

- E. 1. A minimum of two (2) hours shall be credited to an employee called in for an emergency situation, even if less time is worked by the employee on the emergency. In such instances, the Board may assign work to fill out the compensated two (2) hour time period.
 2. A minimum of one (1) hour's pay at the overtime rate, if applicable, will be given to bargaining unit employees performing weekend building checks, EPS calls, or emergency call-in authorized by the Board.
- F. Employees shall receive one (1) fifteen (15) minute break for each four (4) hours worked. This section shall have no application to bus drivers.

13.2 Overtime

A. Extra Hours

Extra hours shall be defined as all hours above an employee's regular scheduled hours. All extra hours should be approved by the employee's supervisor prior to the hours worked.

The first opportunity for extra time hours, at the beginning of each school fiscal year, will be offered to the most senior person on the rotation list within the building and classification that the extra time will be worked. Each opportunity, thereafter, for hours will be offered to the next senior person on the rotation list within the specific building where the hours will be worked. Should an employee choose not to accept the extra time hours being offered, they will go to the bottom of the rotation list. An exception to this would be if any employee, next in rotation, were unable to accept the extra hours due to an authorized absence at the time the extra hours were offered. They would then maintain their position in the rotation for the next offer of extra time hours within their classification and building.

If no one within the specific building and classification accepts the extra hours, then those hours will be offered to employee(s), outside the building, within the classification, by seniority, utilizing the rotation system previously described, until the specific extra hour assignment has been filled.

If no one within the classification accepts the extra hours, the Board then reserves the right to assign those hours to the least senior employee(s) within the classification, moving up the overtime rotation list from least senior to more senior.

- B. The parties agree that an assignment requiring a shift extension immediately preceding or following an employee's shift on their regular assignment shall constitute an acceptable exemption to the rotation system.
- C. Overtime shall be compensated at the rate of time and one-half (1 ½) of the regular hourly pay for all hours over forty (40) hours per week, except bus drivers. If drivers are given no responsibilities during down time on field trips, such hours will not be counted toward overtime. All work on Sundays and holidays (as per Appendix A) shall be compensated at time and one-half (1 ½).

Paid leave days and time authorized under this Agreement will be counted as hours worked for purposes of computing overtime.

- 13.3 Regular bargaining unit members within the same classification may substitute for absent bargaining unit members at the substitute rate of pay or their own rate of pay, whichever is higher, provided there is no conflict with regularly assigned hours.

ARTICLE 14
Working Conditions

- 14.1 Employees will be given adequate and appropriate supplies and equipment, in good repair as determined by the Board, to perform their assigned duties.
- 14.2 The Board shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work area. On a case-by-case basis, the Board will determine what training and other support should be provided to an employee assigned to provide medically-related services to students.
- 14.3 A bargaining unit member shall be generally responsible to only one (1) supervisor, said supervisor to be designated by the Board. If there is a conflict in directives from more than one supervisor, employees shall follow the directives of the higher level supervisor.

ARTICLE 15
Conditions of Employment

15.1 TRANSPORTATION

A. Runs

1. The Board shall maintain whatever bus run system it deems necessary to provide efficient and cost effective operations. Should the Board elect to change the routing system (e.g., change to double runs) or elect to convert from the present system, the Board will notify the Union in writing thirty (30) days in advance of any proposed change. All appropriate contract language shall govern this change. A new wage rate will be subject to negotiations at the request of the Union. In the event agreement is not reached by the conversion date, drivers will not be paid less than one (1) hour's pay at the Regular Hourly Run Rate plus fifteen (15) minutes per run for pre-trip and fueling.
2. All transportation of students on buses as customarily and currently performed shall be considered bargaining unit work. For illustration purposes, commercial buses may be used for long trips and teachers may drive students in vans or cars. Should an extracurricular activity lose district funding, parents and boosters will not be bound by this section.
3. Runs shall be constructed at least seven (7) workdays prior to the school year. The Board shall hold a run selection meeting at least five (5) work days prior to the beginning of the school year. Drivers shall be informed of the specific date of the run selection meeting prior to June 1 of each year. It is the responsibility of every driver to inform the supervisor in writing of any change of name, address, telephone number, or any other information that would affect his/her

job responsibilities. Those drivers who are unavailable to attend the run selection meeting shall be able to select runs by written proxy to another driver.

4. At the run selection meeting, all known runs shall be posted.
5. In constructing runs, Kindergarten (a.m., p.m., and noon runs), Vocational, Special Education, and Christian School runs shall not be tie-barred together, but shall be posted as separate runs. If MECEP is transported separately, it shall be treated in the same manner.
6. All regular runs shall be paid in one-tenth (1/10) hour increments, portal to portal. Special runs shall be paid in one quarter (1/4) hour increments, portal to portal. Runs shall be posted at the run selection meeting with projected driving times. Should a question arise regarding the time of a run, the transportation supervisor shall formally time the run and then make any necessary adjustment in pay.
7. At the run selection meeting, all known and available runs will be posted along with a map of the run and the number of the bus.
8. Drivers shall select all of the runs they wish to drive that fits into their driving schedule, up to a total of forty (40) hours, in the selection order that is consistent with their seniority. Extra trips combined with regular runs may not total over forty (40) hours in a week. At the superintendent's discretion, this forty (40) hour limitation may be waived.
9. If a driver or supervisor believes that a driving time needs to be changed, a corrective retiming will occur from parking space to parking space. If possible, such retiming shall take place within five (5) working days of the request with notice to the driver.
10. Should any new runs become available during the school year, they shall be posted in accordance with the posting procedure in Article 17 and awarded to the most senior applicant.
11. If a run is eliminated, the driver holding that run may elect to bump into a run during the same driving period held by a less senior driver.
12. The District shall post, on the Transportation Building bulletin board, the following: 1) Seniority List; 2) Continuing Field Trip Rotation List; 3) Regular Driver Subbing Rotation List; and 4) regular run times assigned by bus and any changes to the runs. The lists shall be updated with all changes as they occur.
13. When daily runs are posted during the posting period, drivers will be offered runs from among all those available on a seniority basis, according to rotation. When several of the same runs (e.g. Kindergarten runs) are available, the most senior driver shall be assigned the highest paid route.

B. Preparation of Buses/Down Time

1. Drivers are responsible for performing the safety checklist and adhering to all Driver Rules and Responsibilities. They are responsible for fueling and sweeping the interior of the buses to which they are regularly assigned, for which a fifteen (15) minute allowance shall be provided for each single run assigned, at the driver's regular hourly rate. Additionally, drivers who are assigned a field trip shall have fifteen (15) minutes added to the accumulated time of the trip for the responsibilities cited above. Additionally, drivers will be paid ten (10) minutes per fueling on site and fifteen (15) minutes per fueling off site at the regular hourly rate.
2. Drivers shall be paid field trip rate for all field trips. On trips lasting overnight, drivers shall be paid for all driving time and for all on-duty time at the field trip rate. On-duty time shall be defined as all non-driving time less eight (8) hours sleeping time.
3. All field trip rates shall be compensated as per Article 19.

C. Field Trips

1. All field trips shall be posted in advance of the trip, along with the projected length of the trip and assigned no sooner than forty-eight (48) hours before the run. Field trips shall be awarded to interested drivers who bid on the trip starting with the most senior driver with the longest non-trip interval, but not in violation of Section A.8. of this Article.
2. Field trips leaving during regular driving time shall be available to drivers who have regularly scheduled runs. If a field trip is scheduled during a driver's regular run, he/she shall be paid the regular run rate for the field trip time that coincides with the regular run time (first regular run only) and paid the field trip rate for all remaining time of the field trip.
3. Drivers who sign up and fail to take a field trip shall take a pass on the rotation system. Unless the trip the driver signed up for is cancelled as below.
4. When a field trip is canceled within an hour from the time the trip is scheduled, the driver shall be paid for one (1) hour at the field trip rate or the applicable rate under 15.1 C.2. and will be reinstated in the trip rotation since no extra trip was run. If the trip was scheduled to leave during a regular run and the driver is present, he/she drives the regular run. If a sub drives the regular run, the driver gets paid the regular run time and rate.
5. Field trip drivers may leave the field trip site for meal breaks as per contract, but at all other times should remain accessible at the trip site to students, trip sponsor, and chaperones unless other arrangements have been made prior to the trip, or with the supervisor, or in an emergency situation.

D. Substitutes/Temporary Run Vacancies

1. If there is a temporary vacancy in the driving schedule due to the illness or absence of another driver, such temporary run shall be offered to drivers, on the basis of seniority, who have room in their regular driving schedule to accommodate the run, but not in violation of Section A.8. of this Article. Drivers need not be able to drive the entire schedule to be awarded the run. If no such driver(s) is available, it shall be offered to substitute drivers.

2. In no event shall runs or field trips be assigned to a non-regular driver when bargaining unit members are available.

E. Licensing/Training

1. The Board shall reimburse all regular drivers who have fulfilled their probationary period for the cost of their CDL less the cost of an operator's license. Required physical, if not covered by insurance, shall be reimbursed at whatever rate the Board-appointed physician charges. If covered by insurance, deductibles or co-pays (if applicable) will be reimbursed. Drivers may elect their own physician. This does not apply to drug testing.
2. Drivers will be paid at the field trip rate for attending all required meetings and any training as required by the State of Michigan.

F. Meal/Lodging Reimbursement

1. Breakfast: On overnight trips and on any trip scheduled for departure before 6:30 a.m., up to a maximum of \$4.00.
2. Lunch: If working through the hours of 12:00 noon and 1:00 p.m., up to a maximum of \$6.00.
3. Dinner: If working through the hours of 5:00 p.m. and 6:00 p.m., up to a maximum of \$8.00.
4. Reimbursement will be made when receipts are presented. Receipts are to be submitted to the business office accompanying the appropriate extra trip run slip.
5. In the event an overnight stay is required, the Board will make the necessary arrangements and pay for lodging.

G. Additional Work

1. Whenever possible, additional trips for parts and other such "errands" shall be posted and awarded on the same basis as field trips above, and shall be compensated at the field trip rate.
2. Last minute/Emergency bus runs: The district shall be able to assign emergency and last minute unexpected runs to available volunteers. These runs shall be defined as runs that are not regularly scheduled and were not planned or scheduled but become necessary during any work day because of a change in the weather or some other unexpected and unplanned emergency type of situation. These runs shall be:
 - a.) Compensated according to the type of trip it is, i.e., field trip runs shall be paid at the hourly field trip rate; regular trip runs shall be paid at the hourly regular run rate. The two-hour minimum trip requirement does not apply here. Pay shall be for all time worked.

- b.) These emergency, last minute, runs shall be distributed if possible among the available drivers who volunteer. This shall not require the delay of a trip beyond the time that a driver should begin the run.
 - c.) The driver who accepts a run of this nature will maintain his/her regular extra trip rotation spot (does not disrupt extra trip rotation) if at the time of departure, the trip is planned and scheduled to be less than two hours. Any trip that is over two hours at the time of assignment will result in the loss of the driver's extra trip rotation placement and the driver will be moved to the bottom of the rotation list. (However, this shall not require a driver to forfeit any extra trip already scheduled at the time of the emergency run.)
 - d.) Posting of these emergency or last minute runs shall not be required.
- 3. Drivers shall be paid at the field trip rate for all time spent constructing route maps or student lists.
 - 2. Drivers shall be paid at the field trip rate for all time spent constructing route maps or student lists.

15.2 FOOD SERVICE

- A. Food Service Employees who are responsible for transporting food in school vans shall be compensated beginning with the time the van is picked up by the employee at the van storage area and for all time spent fueling and driving the van, including time spent returning the van to the storage site.
- B. Work for Outside Groups - Kitchen work generated by non-employer groups who use school facilities shall be handled in accordance with the posting and overtime provisions of this Agreement.

15.3 CUSTODIANS

Generally, custodians shall work first shift hours during the summer and holiday break period. The Board reserves the right to change shift hours as per Article 13, Section A.

15.4 MAINTENANCE

Generally, maintenance shall work first shift hours during the summer and holiday break period. The Board reserves the right to change shift hours as per Article 13, Section A.

15.5 MISCELLANEOUS

Any employee working in more than one classification or holding two (2) part-time positions within one classification shall receive benefits as though all work was performed in one classification.

15.6 IN SERVICE/TRAINING

During the work week prior to the first student day employees who are not regularly scheduled to work before the first student day will be required to report for district planned meetings and training. This work day shall be considered the regularly scheduled work day prior to Labor Day for all employees who are not regularly scheduled to work prior to Labor Day.

On an "as needed basis" the District will provide in-service or job related training for employee during the employee's regular work year.

Employees shall be paid the employee's regular rate of pay (drivers at field trip rate) for all hours in attendance at in-service/training meetings. In the event that the training falls outside the employee's regular work day the employee will be notified of such and paid in accordance with Article 13.

At least two days of in-service training will be provided for all bargaining unit members during each school year. No less than one in-service day of at least the employee's regular work day length will be scheduled prior to Labor Day and additionally no less than one additional in-service day of at least the employee's regular work day length will be scheduled during the school year.

ARTICLE 16

Seniority

- 16.1 A newly hired employee shall be on a probationary status for the first ninety (90) calendar days of employment, taken from and including the first day of employment.
- 16.2 A. Seniority shall be defined as the length of an employee's continuous service within his/her respective classification from his/her date of hire into that classification until such time as he/she moves out of that classification, at which time his/her seniority will be frozen in the previous classification. Date of hire is defined as the first paid day of work in the classification. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire. Seniority shall not transfer from one classification to another.
- B. Probationary employees shall not be entitled to insurance benefits, vacations, or holidays. However, upon completion of the probationary period, the employee will be credited with the vacation days that he/she would have earned, if applicable. In the event a probationary employee is absent, the probationary period shall be extended accordingly.
- C. An employee will lose his/her seniority for the following reasons:
1. The employee resigns or retires.
 2. The employee is discharged for cause, and such discharge is not reversed through the grievance procedure.
 3. The employee is laid off for one (1) year or the length of his/her seniority,

whichever is greater, but not to exceed two (2) years. (Except NCLB "Highly Qualified" prompted lay-off shall be as referred to in the Highly Qualified Title I Parapro Letter of Agreement section 3.)

4. The employee fails to return from leave on the agreed upon date. In proper cases, exceptions shall be made, when mutually agreed upon by the Union and the Board.
 5. The employee is absent for three (3) consecutive work days without notifying the Board. Upon return the employee will provide credible reasons to the board for his/her failure to contact the district during this absence. After such absence, the Board shall send written notification to the employee at his/her last known address that the employee has lost seniority and employment has been terminated.
 6. The employee does not return to work when recalled from layoff as set forth in the recall procedure.
- D. Seniority shall be retained, but not accumulated, for an employee on layoff for one (1) year or the length of his/her seniority, whichever is greater, but not to exceed two (2) years. Seniority shall continue to accumulate for an employee on any approved paid leave of absence pursuant to this Agreement or any unpaid work-related disability leave.
- E. A seniority list shall be furnished to the Union on or about September 30th of each year. If the Union does not challenge the list within thirty (30) days of its publication, it shall be deemed as controlling in all matters relative to seniority until the list is published the following year. Such list shall contain each employee's name and date of hire for each classification.
- F. In the event more than one (1) employee has the same length of service in a seniority classification, seniority ranking shall be first determined by total years of service in the district. If a tie still exists, employees shall be ranked in order of the highest four digit numbers taken from the last four (4) digits of each employee's Social Security number.
- G. Seniority shall accrue and shall be applied within the following classifications:
1. Food Service
 2. Secretary/Bookkeeper
 3. Aide
 4. Custodian
 5. Bus Driver (including Community Ed. drivers)
 6. Maintenance
 7. Community Education Aide
- H. Any supervisor who later comes into the bargaining unit shall retain his/her date of hire with the District as a seniority date.

ARTICLE 17
Vacancies, Transfers, and Promotions

- 17.1 A vacancy shall be defined as a newly created position or a present position that is not filled which the Board does intend to fill.
- 17.2 Notice of all vacancies in the bargaining unit shall be posted internally in each work location for at least five (5) working days. The most qualified applicant will be selected by the Board; however, when in the determination of the Board the qualifications of both internal and external applicants are equal, the internal applicant with the most seniority will be granted the position.
- 17.3 A newly promoted or transferred employee shall serve a probationary period of sixty (60) calendar days in the open position. Whenever an employee is promoted or is reclassified upward, he/she shall be placed on the first step that is closest to his/her previous rate of pay without a loss of pay per hour. During the time period that the employee is serving the probationary period, the Board shall provide the employee with periodic evaluations as to the employee's work performance. During the probationary period, the employee shall return to his/her former position at the request of the Board or the employee. This shall not affect the employee's seniority date. Any individual granted a position under this Article or electing to return to his/her former position under this Article or electing to return to his/her former position under the terms of this section shall be prohibited from applying for another position for a period of twelve (12) months from the effective date of assignment in the posted position.
- 17.4 The Board shall have the right to hire a temporary employee during the time that an employee who is covered by this Agreement is not on the job due to a paid or unpaid leave not subject to the provisions of Article IV. The Board shall also have the right to hire temporary employees to temporarily supplement the work force.
- 17.5 All after school and summer school program bus driver (including field trips and extra runs), food service, secretarial, and custodial positions shall be posted and filled per the contract as they become vacant.

ARTICLE 18
Layoff and Recall

- 18.1 A layoff shall be defined as a necessary reduction in the work force as determined by the Board.
- 18.2 No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee has been notified in writing at least fifteen (15) working days prior to the effective date of layoff. Such notice will not apply when layoff is necessitated by work stoppages or Acts of God.
- 18.3 The reduction procedure shall be individually applied within each classification as follows:
- A. Probationary employees shall be laid off first, provided there are more senior employees who possess the qualifications to perform the job.

- B. In the event seniored employees must be laid off, layoff shall be determined by the following order:
1. The least seniored within the classification being reduced, provided there are more senior employees remaining within the classification who possess the qualifications to perform the duties of the position(s) available.
 2. In the event an employee is reduced from a position and no position is available to the employee within the classifications in which the reduced employee has acquired seniority, the reduced employee shall have the opportunity to make application to any posted vacancies within the unit. Should the employee be given one of the posted positions, he/she shall retain the right to his/her job classification should a position become available for which he/she is qualified.
 3. An employee reduced from a position in his/her present classification shall be retained at his/her request in a position in another classification in which he/she has previously accumulated seniority, provided there is a less seniored employee in that classification and the reduced employee possesses the qualifications to perform the job.
- 18.4 Employees on layoff who are qualified shall be considered before the hiring of new employees outside the district for a vacant position in another unit classification.
- 18.5 When there is a vacancy, employees shall be recalled in order of greatest seniority within the classification from which they were reduced, provided the employee possesses the qualifications to perform the duties of the position to which he/she is being recalled to. In the event a tie exists, the employee with the greatest total years of service in the district shall be recalled first. In the event a tie exists, it shall be broken by the last four (4) digits of the employee's Social Security number, with the employee with the highest number having the most seniority.
- 18.6 Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records (which shall be conclusive in any disputes). A recalled employee shall notify the Board within two (2) days after the letter is registered as arriving as to the employee's acceptance or rejection and must report to work within three (3) days after such notification, exceptions may be made by the Superintendent. The Board may fill the position on a temporary basis until the recalled employee is to report back for work.
- 18.7 An employee offered his/her former position who declines recall shall forfeit his/her seniority rights.
- 18.8 Employees shall remain on the recall list for a period of one (1) year or the length of his/her seniority, whichever is greater, but not to exceed two (2) years.
- 18.9 Probationary employees have no recall rights.
- 18.10 Employees who have their hours reduced by one (1) hour or more shall have the right to bump the least senior employee within his/her classification occupying a position that the senior employee can properly perform and who is scheduled as many hours per week/

annually. If the employee being reduced has no one to bump, then the least senior employee with the nearest number of hours in his/her classification may be bumped. It is understood by the parties that this language does not create a domino effect. Only one (1) bump will occur. The bumped employee may take the position of the employee whose hours are reduced if that employee can properly perform the work.

ARTICLE 19
Compensation

- 19.1 A. 2006-2007 2.9% above the 2005-2006 wage schedule
2007-2008 2.9% above the 2006-2007 wage schedule
- B. Bookkeeper receives an additional \$1.00 per hour
MS Head Cook receives an additional \$1.00 per hour
HS/EL Head Cooks receive an additional \$0.70 per hour
Special Ed Aides receive an additional \$0.45 per hour
- C. Longevity Pay will be \$100/semester at fifteen (15) years of service for all classifications.

Employees qualify for the two longevity payments of that year if they have completed fifteen (15) years of service prior to that end of the first semester of that year. Employees who complete fifteen (15) years of service after the end of the first semester of that year will receive their longevity payment the following year.

- 19.2 Summer school and after-school program work shall be considered extra work and paid according to the terms of the funding grant or the rate established by the district. The rate of pay for the positions shall be referenced in the posting of the positions.

In the event that the district funds these two programs from district revenues without the primary support of a funding grant from an outside source the parties will meet to negotiate a pay rate for the positions.

ARTICLE 20
Insurance Benefits

20.1 Employees within the following designated classifications will receive Board paid premium contributions toward insurance plans if regularly scheduled to work the hours specified below. The Board shall provide to each eligible employee and his/her eligible dependent(s) the insurance plans for a full twelve months as follows.

A. Custodial and Maintenance (40 hours per week)

1. Health - SET SEG Ultra Med Preferred Plan I (Option A) -- Prescription card co-pay of \$10.00 to be reimbursed to co-pay \$2.00 upon presentation of receipt including:
 - Life Insurance \$5,000
 - AD&D \$5,000
 - Seat Belts \$5,000
 - Preventative Care and Hearing Care
2. Dental - SET Ultra-Dent
Basic and Major Services 50% of R&C
 - Class I 50/50; Class II 50/50; \$1,000 maximum combined per year
3. Vision - SET Ultra Vision – Plan I

B. Secretaries (40 hours per week)

1. Health - SET SEG Ultra Med Preferred Plan I (Option A) -- Prescription card co-pay of \$10.00 to be reimbursed to co-pay \$2.00 upon presentation of receipt including:
 - Life Insurance \$5,000
 - AD&D \$5,000
 - Seat Belts \$5,000
 - Preventative Care and Hearing Care
2. Dental - SET Ultra-Dent
Basic and Major Services 50% of R&C
 - Class I 50/50; Class II 50/50; \$1,000 maximum combined per year
3. Vision - SET Ultra Vision – Plan I

C. Food Service Employees (40 hours per week)

1. Health - SET SEG Ultra Med Preferred Plan I (Option A) -- Prescription card co-pay of \$10.00 to be reimbursed to co-pay \$2.00 upon presentation of receipt including:
 - Life Insurance \$5,000
 - AD&D \$5,000
 - Seat Belts \$5,000
 - Preventative Care and Hearing Care
2. Dental - SET Ultra-Dent
Basic and Major Services 50% of R&C
 - Class I 50/50; Class II 50/50; \$1,000 maximum combined per year
3. Vision - SET Ultra Vision – Plan I

- D. Bus Drivers (35 hours per week)
1. Health - SET SEG Ultra Med Preferred Plan I (Option A) at single subscriber rate. Prescription card co-pay of \$10.00 to be reimbursed to co-pay \$2.00 upon presentation of receipt including:
 - Life Insurance \$5,000
 - AD&D \$5,000
 - Seat Belts \$5,000
 - Preventative Care and Hearing Care
 2. To receive the benefits package provided other full time (40 hour/week) employees, a driver must work 1440 hours or more during the previous regular school year. Qualifying hours are based on the total hours worked during the previous regular school year (as described in Article 13.1.A.5 and outlined below). To maintain insurance the next year a driver must meet the 1440 hour requirement each preceding year.

Hours counted to qualify for bus driver benefits are hours acquired contractually through the regular school year (regular runs, fueling and field trips). Time from after-school programs, summer school, community education, and alternative education do not qualify and will not be counted.

- E. Aides (32.5 hours per week)
1. Health - SET SEG Ultra Med Preferred Plan I (Option A) - Prescription card co-pay of \$10.00 to be reimbursed to co-pay \$2.00 upon presentation of receipt. Including:
 - Life Insurance \$5,000
 - AD&D \$5,000
 - Seat Belts \$5,000
 - Preventative Care and Hearing Care

- F. In the event that the District reduces an employee's hours below the required amount to receive benefits, the Board will continue to fully pay benefits costs for ninety (90) calendar days beyond the time of the reduction in hours.

20.2 A. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such, any claims disputes are, therefore, not subject to the Grievance Procedure.

B. Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters.

C. The Board's sole responsibility under this Article is to pay insurance premiums on behalf of eligible employees and their eligible dependents.

D. Eligible dependent shall be defined by the insurance carrier.

E. Probationary employees shall not be eligible for insurance benefits until completion of the probationary period.

20.3 The Board will continue to pay insurance premiums for employees in school year positions during the summer months and for break periods during the school year.

20.4 Part time employees may purchase health insurance benefits, provided for full time employees in this agreement at group rates through payroll deduction according to the rules and regulations of the underwriter.

ARTICLE 21
Paid Leaves

21.1 A. At the beginning of each work year, each bargaining unit member with seniority shall be credited sick leave as follows:

12 month employees	12 days
11 month employees	11 days
School year employees	10 days

If an employee is scheduled to work two (2) or more weeks of any month, that month shall be considered a work month for sick leave allocation purposes.

B. Sick leave accumulation will be prorated for unpaid leaves lasting over one (1) calendar month.

C. Upon reaching maximum accumulation, no further current year allowance will be credited.

21.2 Sick leave shall accumulate, if unused, to a maximum of ten (10) times the annual sick leave credit (e.g., 12 days credit x 10 = 120 days).

21.3 The Board shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member.

For the purpose of computation of sick leave for bus drivers, the following shall govern:

1. Previous accumulated sick leave run credits shall be maintained from individual driver sick leave accounts and carried forward.
2. Drivers shall be credited with one (1) sick leave run credit per run driven for each of ten (10) months. Once credited, as outlined above, the sick leave credit shall be added to the individual driver's sick leave account in total on the first driver work day.
3. All run credits, whether previously accumulated or newly generated, shall be lumped together as a run credit, regardless of whether they were Kindergarten, Vocational or regular run credits. These runs shall all be accessible for use regardless of the kind of run(s) that generated the credit.
4. In the case of probationary drivers, and until such time as "probationary" has been defined, or one (1) school year, whichever is sooner, sick leave shall be accrued on a monthly basis for ten (10) months. Once earned, sick leave may be accessed by the probationer as with any other driver.

5. Driver run credit shall be considered as the portal to portal driving time for the run, plus time for pre and post check i.e., drivers shall receive a sick leave pay credit that is equal to their regular run/daily pay rate).
- 21.4 Newly hired employees shall receive sick leave benefits at one (1) day per month until the conclusion of their probationary period, at which time they shall be credited with the balance of the full year's sick leave allowance.
- 21.5 A day is defined as the length of the employee's regularly scheduled workday. When an employee's hours are increased or decreased, the accumulation will be prorated.
- 21.6 A. It is the responsibility of each employee to report to his/her supervisor or designee unavailability for work prior to his/her normal starting time. Each employee shall, at the time of reporting absence, state the reason for absence, where the employee may be reached in case of emergency, and the anticipated length of absence.
- B. An employee utilizing sick leave days shall be considered continuously employed for purposes of computing benefits under this Agreement.
- C. Insurance benefits shall cease to be paid for eligible employees upon exhaustion of the employee's sick leave accumulation and any eligible insurance benefits under the Family and Medical Leave Act. During all periods of unpaid absence, the employee will assume responsibility for premium payments, if he/she elects to continue those benefits.
- 21.7 Accumulated sick leave days may be utilized for the following reasons:
- A. Illness of the employee.
- B. Family illness. The employee may take up to six (6) days for illness in the immediate family. This includes spouse, children, or one for whom he/she is responsible in extreme or emergency cases where that employee's presence is necessary. Additional days may be granted upon approval of the superintendent. Days used shall be deducted from accumulated sick leave.
- 21.8 Personal Business Leave. Two (2) days may be authorized for personal business. These days shall be with full pay and do not accumulate. Such leave may be granted upon application submitted in writing to the Superintendent seventy-two (72) hours in advance. Personal business leave shall be used, only in situations of urgency, for purposes of conducting business, which is difficult to transact on the weekend or before or after working hours. Such leave shall not be used for seeking other employment. Such leaves shall not be granted for hunting, fishing, shopping, or other recreational activities. Personal business days shall not be used the day before or the day after a holiday or vacation, except at the discretion of the superintendent.
- 21.9 Workers' Compensation. An employee receiving Workers' Compensation pay and electing to receive supplemental pay will provide check receipts to the Board within ten (10) days of receiving checks. The Board will pay the difference between Workers' Compensation payments and the employee's regular expendable income for a period not to exceed the number of prorated days of his/her accumulation. An employee whose Workers' Compensation extends beyond the sick leave accumulation shall be placed on an unpaid leave. Statements from medical professionals may be

required as per Section 22.1 of this Agreement. Reinstatement rights will be provided as per Section 22.8 of this Agreement.

- 21.10 Jury Duty. Employees required to report for jury duty during working hours shall be released with pay provided they turn over to the Board any earnings (excluding mileage) received for jury duty.
- 21.11 Any employee who misrepresents the facts pertaining to paid absence will minimally forfeit the sick leave paid and may be subject to other forms of discipline.
- 21.12 Employees may be required to supply a doctor's verification to verify the reason for an absence.
- 21.13 The Board agrees to follow the provisions of the Family and Medical Leave Act of 1993 (FMLA).

As prescribed and required by the FMLA, the Board will provide insurance benefits as per Article 20 of this Agreement. If an employee does not return to work after the leave, payment for fringe benefits shall be deducted from any severance pay that the employee is entitled to. Before allowing any leaves for medical purposes under the FMLA, the Board may require the employee to obtain a second and/or third medical opinion or provide any necessary documentation of the need for such a leave from the Board-appointed physician.

Any second or third opinion will be paid for by the Board, if not covered by insurance. Any paid sick leave days provided for in this Agreement shall count toward the twelve (12) week period provided for in the FMLA. Any paid sick leave provided for under this Agreement must be exhausted before the employee is eligible for an unpaid leave (to a combined maximum of twelve (12) weeks as per the FMLA). Any alleged Board violations of the FMLA shall be dealt with under the procedures set up in the FMLA and not subject to the Grievance Procedure contained herein.

- 21.14 Bereavement Leave. The bargaining unit member shall be granted a maximum of three (3) days paid leave per death for immediate family members, which shall not be deductible from sick leave. Up to two (2) additional paid bereavement days deductible from sick leave may be taken for a death in the immediate family. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, brother-in-law, sister-in-law, children, grandchildren, son-in-law, daughter-in-law, parent-in-law, and grandparents. Unused funeral/bereavement leave shall not be cumulative.

The bargaining unit member shall be granted one day bereavement per death, not to exceed three (3) to attend the funeral of someone not in the immediate family, days used shall be deducted from sick leave.

ARTICLE 22

Unpaid Leaves

- 22.1 Medical Leave. An employee who has exhausted his/her sick leave because of illness, disability (including maternity) or accident, and is physically unable to report to work shall be granted a leave of absence without pay for the duration of the illness or disability up to six (6) months, provided the employee notifies the Board of the necessity thereof, and provided further that the employee

supplies the Board with a statement from his/her physician or medical professional of the necessity and length of time for such absence and for the continuation of such absence, including return to work when the same is requested by the Board. The Board reserves the right to require a second opinion at a Board-appointed physician or medical professional. If the employee is uncomfortable with whom the Board appoints, the Board will provide two (2) more names from whom the employee may choose. Extensions may be granted at the discretion of the Board. To be considered for an extension, the same provisions specified above must be met.

- 22.2 Personal Leave. Upon approval of the Board, an employee may be granted a personal leave for up to six (6) months. Upon return, the employee shall be returned to the same position prior to the leave. It is understood that such granting of this leave is discretionary with the Board and is not subject to the Grievance Procedure.
- 22.3 Military Service Leave. Military unpaid leaves of absence shall be granted in accordance with applicable laws. The reinstatement rights of any employee who enters the military service of the United States by reason of an act of law enacted by Congress, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provision of the law granting such rights. Service in the military reserve or National Guard shall qualify for military leave.
- 22.4 Any employee interested in applying for an unpaid leave of absence (as described in 22.1, 22.2, and 22.3) must submit a written application to the Superintendent, which includes the requested beginning and ending dates of the leave and the purpose for requesting the leave.
- 22.5 Unpaid leaves shall be without Board-paid benefits, except as those provided for in the Family and Medical Leave Act.
- 22.6 Seniority shall not accrue during unpaid leaves of absence for more than thirty (30) days.
- 22.7 At least fifteen (15) calendar days prior to the date a leave is scheduled to expire, the employee shall notify the Superintendent of his/her intent to return to work. Failure by the employee to give notice of return shall be deemed a resignation. Return shall be subject to the operation of the Reduction of Personnel procedures of this Agreement.
- 22.8 During an authorized leave of absence, the Board reserves the right to fill the position of the absent regular employee with a substitute. Upon expiration of the leave, the employee will be returned to his/her former position.
- 22.9 Any employee who willfully misrepresents the facts pertaining to an absence for the purpose of qualifying for benefits under any unpaid leave provisions of this Article shall forfeit all benefits or rights he/she may have accrued under the provisions of this Article. If such offense is repeated, it will constitute grounds for discipline up to and including dismissal.

ARTICLE 23

Vacations

- 23.1 A. Upon completion of one (1) complete fiscal year of service (July 1-June 30), all fifty-two (52) week employees will receive five (5) full working days of vacation with pay.
- B. If an employee is hired during the fiscal year, vacation days will be prorated as provided in the contract, up to five (5) days for the first partial fiscal year.

Thereafter, vacation days are accrued as follows:

(Fiscal year = July 1 – June 30)

First full fiscal year of employment = One week (5 days)

Second full fiscal year of employment = Two weeks (10 days)

Tenth full fiscal year of employment = Three weeks (15 days)

Fifteenth full fiscal year = Four weeks (20 days)

- 23.2 A. A maximum of two (2) weeks vacation may be taken during the school year.
- B. Vacation requests shall be submitted to supervision prior to the ending of school in June or twenty (20) days prior to the period of time requested. The supervisor shall notify the employee of the disposition of the request within two (2) weeks of the request. Denial of vacation requests shall not be arbitrary or capricious.
- C. Supervision shall have the authority to grant or deny the period of time requested. No vacations shall be authorized during the two (2) weeks prior to the start of school in the fall.
- D. No vacation pay will be allowed unless the vacation is taken. If the denial of vacation, accumulated July 1 through June 30 of any year, results in a potential loss of vacation, the employee may carry up to five (5) days forward into the next vacation year to be used by October 1 of that next year.

23.3 Vacation Accrual

- A. Custodial, Maintenance, and Secretarial employees who work on a calendar year basis are eligible for the following vacation schedule:
- | | | |
|--------------------------|---|-----------------------|
| After one full year | = | One Week (5 days) |
| After two full years | = | Two Weeks (10 days) |
| After ten full years | = | Three Weeks (15 days) |
| After fifteen full years | = | Four weeks (20 days) |

(Note: The agriscience teaching assistant shall receive a prorate vacation based on the scheduled work year as it relates to the above schedule.)

ARTICLE 24
Paid Holidays

24.1 General Provisions

- A. For purposes of this Article, the term "day" shall be defined as the number of hours the employee is regularly scheduled to work per day.
- B. An employee must work the entire last regularly scheduled workday preceding and following the holiday in order to receive holiday pay.
- C. Probationary employees shall not be eligible for paid holidays.
- D. In the event a holiday falls during an approved vacation, the employee will receive holiday pay.
- E. An employee on sick leave may be required to provide medical verification of illness.

24.2 Employees will receive paid holidays in accordance with the appropriate schedule detailed in Appendix A.

ARTICLE 25
Evaluation

- 25.1 Each employee shall be apprised of evaluation criteria derived from contractual job descriptions at the time of his/her employment.
- 25.2 Each employee shall be formally evaluated by his/her immediate supervisor no less than once every two (2) years.
- 25.3 A copy of the written evaluation shall be given to the employee during a conference within ten (10) days of the evaluation. If deficiencies are observed, they shall be specifically noted along with recommendations for improvement.
- 25.4 The employee's signature does not necessarily mean that he/she agrees with the evaluation. The employee may submit additional comments to the evaluation, which shall be attached.
- 25.5 For each classification, an evaluation instrument will be developed by the Board after consultation with the Union.

ARTICLE 26
No Strike Clause

- 26.1 The Union and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.
- 26.2 The Board agrees it will not lock out employees during the term of this Agreement. This provision shall not be construed to prohibit the Board from sending employees home during a strike by another labor group or by the Union and/or certain of its members in violation of Section 26.1.

ARTICLE 27
Waiver

- 27.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.
- 27.2 This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of and restrictions imposed upon the Board and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between and executed by the Board and the Union. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and conditions.

ARTICLE 28
Job Descriptions

For each classification, job descriptions will be developed by the Board after consultation with the Union. The descriptions shall be distributed to all new bargaining unit members. At the time of hire, current employees will be provided copies of changed or modified job descriptions for their position(s) as they become available.

ARTICLE 29

Duration

All articles of this Agreement shall be effective upon ratification by the Board and shall remain in effect until June 30, 2008. Either party may serve notice to terminate or amend this Agreement by giving written notice to the other party on or before May 1, 2008.

Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Union, to the President or if to the Board, to Grant Public Schools, or to any such address as the Union or the Board may make available to each other.

In Witness Whereof, the parties have executed this Agreement.

BY Thomas Cullen
For the Grant Board of Education

BY Julie Deelman
For the Grant Educational Support
Personnel Association, MEA-NEA

DATE May 23, 2006

DATE May 23, 2006

APPENDIX A
Paid Holidays

	Bus Drivers	Aides	Secretaries (12 month)	Secretaries (School Year)	Cafeteria	Custodial & Maintenance	Comm Ed Regular
July 4			X			X	X
Labor Day	X	X	X	X	X	X	X
Thanksgiving Day	X	X	X	X	X	X	X
Day after Thanksgiving			X	X		X	
Day before or after Christmas			X	X		X	X
Christmas Day	X	X	X	X	X	X	X
New Years Eve Day	X	X	X		X	X	
New Years Day	X	X	X	X	X	X	X
*Good Friday			X	X		X	X
Memorial Day	X	X	X	X	X	X	X

*In the event Good Friday is a scheduled day of student instruction, employees designated above to receive holiday pay will report for work and shall not receive holiday pay.

Regular Community Ed includes all Community Ed Secretaries, Custodians, Aides, and Drivers. Part-time evening Community Ed employees do not qualify for holiday pay.

APPENDIX B

Wage Schedule 2006-2008

Effective July 1 of each year through June 30 of the subsequent year

Custodial	STEP	<u>2006-07</u>	<u>2007-08</u>
		+2.9%	+2.9%
	1	11.29	11.62
	2	12.21	12.57
	3	12.52	12.88
	4	12.85	13.23
	5	13.16	13.54
	6	13.42	13.81
	7	13.90	14.30
	8	14.68	15.11
	9	14.94	15.37
	10	15.34	15.78
 Maintenance			
	1	12.21	12.57
	2	12.52	12.88
	3	12.85	13.22
	4	13.16	13.54
	5	13.42	13.81
	6	13.90	14.30
	7	14.69	15.11
	8	14.94	15.37
	9	15.34	15.78
	10	15.65	16.10
 Maintenance Helper			
	1	8.54	8.79
	2	8.85	9.11
	3	9.17	9.44
 Lead maintenance		44,666	45,961

The lead custodian will be paid an additional \$0.50 per hour.

		<u>2006-07</u>	<u>2007-08</u>
Secretarial	1	10.22	10.52
	2	10.69	11.00
	3	11.26	11.59
	4	11.76	12.10
	5	12.48	12.84
	6	13.23	13.61
	7	14.01	14.42
	8	14.51	14.93
	9	15.18	15.62
	10	15.64	16.09

The Bookkeeper will be paid and additional \$1.00 per hour

Aide	1	9.32	9.59
	2	9.72	10.00
	3	10.15	10.44
	4	10.57	10.88
	5	10.97	11.29
	6	11.60	11.94
	7	12.02	12.37
	8	12.45	12.81
	9	12.85	13.22
	10	13.11	13.49

Special Education Aides will be paid an additional \$0.45 per hour.

Food Service	1	10.13	10.42
	2	10.56	10.87
	3	10.92	11.24
	4	11.39	11.72
	5	11.65	11.99
	6	12.34	12.70
	7	12.57	12.93
	8	12.74	13.11
	9	13.00	13.38
	10	13.18	13.56

MS Head Cook will be paid and additional \$1.00 per hour

HS and Elem. Head cooks will be paid an additional \$0.70 per hour

		<u>2006-07</u>	<u>2007-08</u>
Drivers	Hourly	18.06	18.58
	Field trip	12.73	13.10
Comm. Ed. Drivers -- (After School Drivers)	Reg. Run	13.65	14.05
	Field Trip	11.30	11.63
Comm. Ed. Custodian	1	9.87	10.16
	2	10.29	10.59
	3	10.70	11.01
	4	11.13	11.45
	5	11.69	12.03
	6	12.18	12.53
	7	12.67	13.04
	8	13.11	13.49
	9	13.51	13.90
	10	13.90	14.30
Comm. Ed. Secretarial	1	10.70	11.01
	2	11.19	11.51
	3	11.68	12.02
	4	12.15	12.50
	5	12.62	12.99
	6	13.10	13.48
	7	13.65	14.05
	8	14.25	14.66
	9	14.90	15.33
	10	15.61	16.06
Comm. Ed. Aides	1	9.27	9.54
	2	9.61	9.89
	3	9.95	10.24
	4	10.21	10.51
	5	10.52	10.82
	6	10.67	10.98
	7	11.07	11.39
	8	11.46	11.79
	9	11.80	12.14
	10	12.12	12.47
Fall Camp Aides		12.12	12.47

Lead Child Care Aides will be paid an additional \$.70/hr.

Longevity pay will be \$100.00 per semester at 15 full years of service for all classifications

**Grant Public Schools Board of Education
Grant Education Support Personnel Association**

LETTER OF UNDERSTANDING

1. Community Education support staff fringe benefits will continue as provided in the 2001-2002 school year (including SET Ultradent/SET Ultra Vision Plan, Grant Community Education, December 1, 1997)

Julie Hallman
For the Union

Thomas Cutler, Supt.
For the District

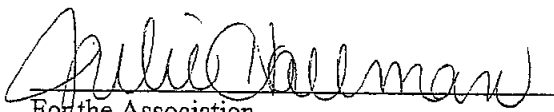
Date May 13, 2006

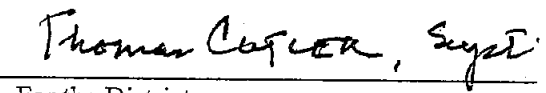
Letter of Agreement
RE: Highly Qualified Title I Paraprofessionals

No Child Left Behind (NCLB / ESEA) Highly Qualified Title I Paraprofessional Implementation

The parties agree that in the event that the district employees must become Highly Qualified as required under the NCLB the following provisions will apply.

- 1.) The district shall support employees by providing opportunities for those employees who wish to take the Work Keys tests or some other test or procedure to qualify the employee for the NCLB highly qualified status (as required under the NCLB Act and/or the Michigan Dept of Education) at no expense to the employee. The district will work with the employee and make arrangements that will not cause loss of pay if some minimal work time release is necessary in order for the employee to arrive at a testing site in a timely manner. If the employee elects to use the portfolio process to become highly qualified, the portfolio review committee will be made up of at least three of the employee's peers selected by the GESPA and up to three administrators selected by the superintendent.
- 2.) The District will accept any Highly Qualified status earned or granted by another district and that complies with the statute and MDE guidelines as Highly Qualified status in Grant Public Schools.
- 3.) Employees who are not Highly Qualified Title I Paraprofessionals at any time after June 30, 2006, **and** who must be highly qualified as defined by the Act **and** as determined by the MDE shall be allowed to bid for and be given priority to any vacancy for which the employee is qualified; if no suitable position is available through a vacancy posting, then the employee and district will attempt to transfer the employee (either voluntarily or involuntarily as provided in the Master Agreement); if a transfer cannot be done, then the district shall provide the employee with a lay-off notice and all provisions of the Master Agreement with regard to lay-off shall apply with one exception. All displaced employees because of Highly Qualified status shall minimally be eligible for recall for at least three full years, or length of service to the district whichever is greater.
- 4.) Any employee who achieves Highly Qualified status after being laid-off shall be recalled to a position as soon as a position becomes available, or at the employee's option the employee shall be able to bump back into the unit at the beginning of the school year as long as the employee bumps the least senior position in the unit for which the employee is qualified.


For the Association


For the District

Date: May 23, 2006