



**Agreement between
The Board of Education
of the
Waterford School District
and MESPA III**

**Cafeteria/Custodians/
Maintenance &
Transportation**

July 1, 2004 - June 30, 2007

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AGREEMENT
BETWEEN
BOARD OF EDUCATION
OF THE
WATERFORD SCHOOL DISTRICT
AND
MESPA III
CAFETERIA – CUSTODIANS
MAINTENANCE – TRANSPORTATION

JULY 1, 2004 – JUNE 30, 2007

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AGREEMENT
BETWEEN
THE WATERFORD SCHOOL DISTRICT
and
MESPA III

THIS AGREEMENT is entered into this first day of July, 2004, by and between the Board of Education of the Waterford School District, Oakland County, Michigan, hereinafter referred to either as the "Board" or the "Employer", and the Waterford Michigan Educational Support Personnel Association III, hereinafter called the "Association", affiliated with the Michigan Education Association and the National Education Association.

Purpose and Intent: The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote harmonious relationships among employees and the Board.

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

Note: The headings in the Agreement neither add to, nor subtract from the meaning, but are for reference only. Where appropriate, in this Agreement, the specification of masculine gender implies the feminine gender.

**ARTICLE I
RECOGNITION**

- A. Subject to and in accordance with all applicable provisions of Act 379 of the Public Acts of Michigan, 1965, as amended, the Board does hereby recognize the Association as the exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of the Agreement with those employees of the Board in the bargaining unit described below.
- B. The members of the unit represented by the Association include all transportation, food service, custodial, maintenance, skilled trade, truck drivers, and warehouse employees, excluding supervisors, substitutes, employees in other bargaining units and all other employees.

**ARTICLE 2
AID TO OTHER UNIONS**

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining for other than the Association, or make any agreement with any group or organization for the purpose of undermining the Association.

**ARTICLE 3
DUES DEDUCTION**

- A. The Board will deduct from the pay of each employee covered by this Agreement, current union membership dues, provided that at the time of such deduction, there is in the possession of the Board a current written authorization by the employee, in the form and according to the terms of the authorization form; and shall continue to make such deduction until the Board receives written instructions to the contrary from said employee, according to the terms of "E" below.
- B. The Board will deduct current membership dues from the pay of employees authorizing same, for the first pay period in the calendar month.
- C. The Board will deduct from the pay of employees in any month only the Association dues becoming due in such month.
- D. All sums deducted by the Board shall be remitted to the Treasurer of the local Association, if possible, not later than the 15th of the next month after the deductions have been made.

In the event the Association requests the Board to change the present membership dues deduction of any member except as provided in section "E", such request shall be effective only if it gives the Board sixty (60) days notice of specific changes and pays for the cost of such changeover, if the changeover is possible.

- E. Employees having signed, or having already signed dues authorization cards, may only revoke the authorization upon thirty (30) days written prior notice to the Board and only once in any calendar year. Any employee who does revoke his dues authorization card may not reinstate it for a period of one year from the date of its revocation. In cases when a deduction is made that duplicates a payment that an employee already has made to the Association, or in any other situation that a refund is demanded, said refunds are not the responsibility of the Board.

- F. The Board shall not be liable for any errors or losses in the administration of this Article. The Board shall not be liable for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by the employees as authorized in writing. Further, the Association shall protect, indemnify and save the Board harmless against any and all claims, demands, costs, suits and any other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board for the purpose of complying with this Article.
- G. Agency Shop: To the extent that the laws of the State of Michigan permit, it is agreed that:
1. Employees covered by the Agreement at the time this Agreement becomes effective and who are members of the Association at that time, shall be required as a condition of continued employment, to continue membership in it for the duration of the Agreement, or pay a service charge equal to the regular amount of dues. The deductions shall begin the month the employee signs the authorization card, if there is adequate time to make the deduction. No dues or service charge shall be made retroactive.
 2. Employees hired, (except probationary), rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement, shall be required, as a condition of continued employment, to become members of the Association for the duration of this Agreement, or pay a service charge equal to the regular monthly dues, on or before the tenth (10th) day after the probationary period.
 3. Exceptions to this Article shall be:
 - a. Regular part-time employees (working less than 15 hours a week) and temporary employees, (working less than ninety working days).
 - b. Probationary employees.
 - c. Substitutes.
 4. The Association, in requiring the dismissal of an employee, will notify the Board when an employee is in arrears of either his service fee or Association dues for over sixty (60) days. The Board will notify the employee, and send a copy to the Association, that he is subject to dismissal, upon receiving the Association notice. The Board will discharge the employee ten (10) days after receipt of the notice, if the employee has not complied with Article 3. The Association will also give to the Board a monthly listing of employees who have paid directly to the Association.
 5. If a bargaining unit employee has tendered directly to the Association his membership dues or the service charge, or has a written authorization in effect requiring the deduction of dues or service charge, the employee shall not, under any circumstances, risk the loss of job because of a lack of good standing in the Association.

The Association cannot cause the discharge of an employee who has resigned from or been expelled by it for any reason other than his failure to tender the dues or service charge to the Association, either directly or after revocation of his authorization.
 6. If, at any time during the duration of this Master Agreement, the Association authorizes, causes, or engages in or sanctions any strike, or work stoppage of any kind, or pickets against the Waterford Board, or if there is a refusal to perform the duties of employment by any group of employees, then "G" of Article 3 becomes null and void and inoperative during the life of this Agreement. The same shall apply if the Association does not order, in writing, with a copy to the Board, all employees in violation of Article 26, A, to cease their action and return to work.

ARTICLE 4
SENIORITY - PROBATIONARY EMPLOYEES

- A. Employees hired new to the district, or rehired after having quit, who are members of the bargaining unit as defined, shall serve a probationary period of sixty (60) actual working days in their job assignments. There shall be no seniority among probationary employees. The sixty (60) working day probationary period shall be accumulated within not more than one year. The probationary period may be extended for any absences of the employee during that period by the number of said absences. After completion of the probationary period, employees will be entered on the seniority list from their first probationary work day of their present employment.
- B. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined probationary employees, for other than Association activity.
- C. The sixty (60) working day probationary period may be extended upon mutual agreement between the Board and the Association, in the event that evaluation at the time is inconclusive.
- D. Credit for vacation allowance and sick leave shall be granted to the employee for whom this Agreement provides vacation allowance and/or sick leave when he has satisfactorily completed his probationary period, retroactive to the number of work days of probation.
- E. When more than one employee has the same seniority date, seniority will be determined by alphabetical sequence of last name at date of hire with the last name starting with "A" having the highest seniority.

ARTICLE 5
SENIORITY LISTS

- A. Seniority shall not be affected by the race, sex, marital status or dependents of the employee.
- B. The seniority lists will show the names and job titles of all employees, by departments, entitled to seniority and shall not be grievable beyond ten (10) working days after posting, unless the employee was on leave during the time period. This employee shall have ten (10) working days after his return to grieve.
- C. The Board will keep the seniority list up to date at all times and in the event of change, will provide the Association with an up to date copy on September 15, February 1, and June 1, and will post on the bulletin boards.

ARTICLE 6
LOSS OF SENIORITY

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

- A. He/she quits or retires.
- B. He/she is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- C. He/she is absent for three (3) consecutive working days without notifying the immediate supervisor or designate.

If the absence is for medical reasons, the notification must be in the form of a medical statement to the immediate supervisor or designate within the three (3) day period. In proper cases, exceptions may be made. After such absence, the Board will send written notification to the employee at his last known address, that he/she has lost his seniority and his/her employment is terminated. If the disposition made of any such case is unsatisfactory, the matter may be referred to the grievance procedure.

- D. If he/she does not return to work when recalled from layoff, as set forth in the recall procedure. In proper cases, exception may be made.
- E. Return from sick leave and leaves of absence will be treated the same as "C" above.

- F. If on a layoff, for a period exceeding his length of seniority.

**ARTICLE 7
SENIORITY OF OFFICERS**

- A. Notwithstanding their positions on the seniority list, Association Representatives shall, in the event of a layoff of any type, be continued at work as long as there is a job in a department which they are qualified to perform and shall be recalled to work in the event of a layoff on the first open job in their department which they are qualified to perform.
- B. Notwithstanding their position on the seniority lists, the President, Vice-President and Secretary/Treasurer of the local Association shall, in the event of a layoff only, be continued to work at all times, provided they are qualified to perform any of the work available.

**ARTICLE 8
OFFICERS AND REPRESENTATION DIVISION OF THE ASSOCIATION**

- A. Representation Division

- 1. There are four (4) representation divisions within the bargaining unit, numbered and located as follows:
 - a. All custodial employees;
 - b. All maintenance employees;
 - c. All cafeteria employees;
 - d. All transportation employees.
- 2. The number of representation divisions in the unit shall be the present number, unless the number is increased or decreased by agreement between the Board and the Association. The Board and the Association may redistrict the unit from time to time by mutual agreement.

- B. Association Representative

- 1. There shall be one (1) Association Representative in each representation division who shall represent all of the employees working in that representation division. The Association Representative shall be a regular employee working in the division they represent. Employees assigned to a representation division will be represented by the Association Representative of the representation division to which they are assigned.

The Vice-President shall represent the employee with a grievance only in the absence of the Association Representative. The President shall represent the employee with a grievance only in the absence of all above in Step one.

- 2. The Association Representatives, Vice-President or President, during their working hours, without loss of time or pay, may investigate and present grievances to the employer. The immediate supervisor will grant permission as soon as possible, but in any event, within their shift, to leave their work for that purpose.

The privilege of Association Representatives, the Vice-President, or the President leaving their work during working hours without loss of time or pay, is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; the Representatives, Vice-President and President will perform their regularly assigned work at all times, except when it is necessary to leave their work to handle grievances. Any alleged abuse by either party will be a proper subject for a special conference.

**ARTICLE 9
SPECIAL CONFERENCES**

- A. Special Conferences for important matters will be arranged between the Local President and the Board upon the request of either party. Such meetings shall be between three (3) but not more than four (4) representatives of the Association and the Board. Requests for any such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in the special conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 8:00 a.m. and 5:00 p.m. The members of the Association shall not lose any pay for time spent in such special conferences. This meeting may be attended by a representative of the Association and may be attended by legal counsel for the Employer.
- B. The Association representatives may meet at a place designated by the Board on the Board's property for not more than one-half (1/2) hour immediately preceding such a conference with the representatives of the Board, for which a written request has been made.

**ARTICLE 10
GRIEVANCE PROCEDURE**

A. Definition:

A "Grievance" is a complaint by a member of the bargaining unit, or the Association, claiming a violation of this Agreement or a complaint involving its interpretation or application. The grievance shall not apply to any matter which is prescribed by Law, or State regulation. No management prerogative, as prescribed by law, shall be made the subject of a grievance. If a grievance arises, there shall be no stoppage of work because of such grievance.

B. Procedure:

The number of days indicated at each step shall be considered as maximum and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual consent.

- C. The grievance procedure provided in this Agreement shall be the sole and exclusive means of presenting and resolving alleged grievances.
- D. An employee having a grievance, shall present it within three (3) working days of its occurrence, or knowledge of its occurrence in the following manner:

STEP ONE - Informal Conference

An employee with an alleged grievance, either accompanied by the Association Representative, or without, shall present all facts related to the alleged grievance to the representative(s) of the Board. Any settlement will not be inconsistent with the provisions of the collective bargaining agreement.

1. If the aggrieved employee is a bus driver, bus serviceman, or mechanic, the alleged grievance will be discussed with the Assistant Supervisor of Transportation or designate.
2. If the aggrieved employee is a cafeteria employee, the alleged grievance will be discussed with the Cafeteria Supervisor or designate.
3. If the aggrieved employee is a day custodian, custodian-engineer, engineer or custodial engineer, secondary; the alleged grievance will be discussed with the Supervisor of Custodial Operations, or the Assistant Supervisor of Custodial Operations.
4. If the aggrieved employee is a night custodian or head custodian, the alleged grievance will be discussed with the Assistant Supervisor of Custodial Operations, or designate.
5. If the aggrieved employee is a maintenance employee, the alleged grievance will be discussed with the Supervisor of Maintenance, or designate.

In the event the alleged grievance is not resolved by informal conference, the grievant and the appropriate Association Representative may reduce the grievance to writing, on forms provided by the Board, and present it to the appropriate Director/Supervisor (Custodial and Maintenance employees to the Director of

Plant Facilities and Operations; Cafeteria Employees to the Director of Food Services; Transportation employees to the Supervisor of Transportation) within three (3) working days.

The appropriate Director/Supervisor, within three (3) working days after receipt of the written grievance, shall hold a hearing, or investigate the grievance or prescribe such other procedure as is deemed appropriate for consideration of the grievance. Within three (3) working days after receipt of the written grievance, the administrator shall render a written decision to the Association Representative, the grievant and the President.

STEP TWO:

If the grievance is not disposed of at Step One, the grievance, to be carried on, shall be submitted by the Association President within three (3) working days of the Step One Answer, to the Assistant Supt. of Human Resources or designate. A meeting between no more than three (3) representatives of the Board and three (3) representatives of the Association, will be arranged to discuss the grievance, within three (3) working days after the date the grievance is received by the Assistant Supt. Human Resources or designate. Within three (3) working days after this meeting, a written decision shall be given to the Grievant, President and Executive Director.

STEP THREE:

If the grievance is not disposed of at Step Two, the grievance to be carried on, shall be delivered in writing to the Board of Education, within three (3) working days after receipt of the answer in Step Two. Within fifteen (15) working days, the Board shall hold a hearing, or designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such other procedure as it deems appropriate for consideration of the grievance. Within three (3) working days after the hearing, the Board or its representative, as it may authorize, will render a decision on the grievance and present it in writing to the Grievant, President and Executive Director, the Assistant Supt Human Resources the appropriate Director, the immediate supervisor and/or building principal.

STEP FOUR:

1. If the grievance is not settled at Step Three, the Association may, within thirty (30) working days after the date of the written decision at Step Three, submit it to arbitration.
2. The arbitrator shall then be selected according to the rules of the American Arbitration Association.
3. The arbitrator so selected will hear the matter promptly and will issue his/her decision according to the rules of the American Arbitration Association. The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning and conclusions in the issue submitted.
4. The power of the arbitrator stems from this Agreement and his function is to interpret and apply this agreement and to pass upon alleged violations thereof.
 - a. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - b. He/she shall have no power to establish salary structures or change any salary.
 - c. The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement, and to determine disputes involving the application or interpretation of the express provisions of this Agreement. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's rights and responsibilities, except to the extent that such rights and responsibilities may be expressly limited by the terms of this Agreement.
5. The decision of the arbitrator shall be final and binding on the Association, its members, the employee or employees involved and the Board.
6. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Code and Laws.

- 7. The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witnesses or participant in the arbitration shall be paid by the party calling such witnesses, or requesting such participant.
 - 8. Any grievance occurring under the past contract and until the signing of this contract shall not be processed under this contract's Grievance Procedure.
- E. If the Board does not give a written answer to the grievance at any Step within the specified time limit, the grievance may be appealed to the next Step. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision and shall bar further appeal.
 - F. Nothing contained herein shall preclude the grievant from being present during the hearings, upon request of either party.
 - G. A grievance may be withdrawn, and, if so withdrawn, all financial liabilities shall be canceled. Where one or more grievances involve a similar issue, these grievances may be withdrawn pending the disposition of the appeal or a representative case.
 - H. The Association representatives may meet at a place designated by the Board on the Board's property for not more than one (1) hour immediately preceding the arbitration hearing.
 - I. All arbitration hearings shall be held in the school district unless mutually agreed otherwise.

**ARTICLE 11
LAYOFF**

- A. The word, "Layoff" means a reduction in the working force due to a decrease of work or a lack of funds.
- B. If a layoff becomes necessary:
 - 1. All temporary employees in the affected department shall be terminated.
 - 2. Probationary employees within the affected classifications in the department will be laid off before seniority employees.
 - 3. Seniority employees will be displaced from abolished jobs within the affected classification. Layoffs will follow the seniority list by department, as stated in Article 5, C.
 - a. If the displaced employee has greater seniority than another employee in the classification, he may bump to the position held by the employee with the least seniority in the classification.
 - b. If the employee in the affected classification is displaced, and has satisfactorily held a position in a lower classification in the department, he/she may take the position of the employee with the least seniority in that classification.
 - c. If the employee has not previously held a lower classification position, he/she shall take the position of the lowest seniority person in the lowest classification in his department.
 - d. The lowest seniority employee who cannot place himself/herself shall be laid off.
- C. Employees who are notified of being displaced will be told of the positions and the locations in which they may place themselves and they must make their choices of bump before the end of their shift.
- D. Any employee who assumes a new job assignment, due to the layoff procedure, will also assume the salary rate for that position.

- E. In proper cases, exception may be made. Disposition of these cases will be a proper matter for a special conference, and if not resolved, it shall then be subject to the third step of the Grievance Procedure.
- F. Employees to be laid off for a period longer than ten (10) working days shall have at least seven (7) calendar days notice of layoff. The local Association secretary shall receive a list from the employer of the employees being laid off on the same date the notice is issued to the employees.
- G. For purposes of layoff and recall, departments are defined as:
 - 1. Custodial-Maintenance
 - 2. Transportation
 - 3. Cafeteria
- H. It is clearly understood that, if an employee is laid off for more than ten (10) working days, this terminates and suspends any obligation of the Board for salary and any fringe benefits with the following exceptions:
 - 1. All employees laid off will receive:
 - a. Their prorated earned vacation and sick days, up to the time of their layoff;
 - b. Their health and life insurance coverage for thirty days after layoff.
 - 2. Those employees on disability insurance at the time of notice of layoff shall continue on the disability insurance program.
 - 3. The Association Secretary shall be furnished a list of laid-off employees and such list shall be updated when necessary.

**ARTICLE 12
RECALL PROCEDURE**

- A. When the Board determines to add back positions from which employees were laid off, seniority employees will be recalled in accordance with their department seniority for the classification, if they are qualified, in reverse order of layoff.
- B. The Board shall have no obligation to recall probationary employees on layoff.
- C. Notice of recall shall be sent to the employee at his last known address by registered or certified mail, with a copy to the Association Secretary. It is the employee's responsibility to keep Human Resources informed of any changes in his/her address.
- D. The employee shall notify Human Resources of his/her intention to return as soon as possible, but no later than seven (7) calendar days of receipt of recall notice. If the employee fails to report for work within fourteen (14) calendar days from date of mailing of the notice of recall, or fails to notify Human Resources of his/her intention to return in seven (7) calendar days, he shall be considered a voluntary "quit".
- E. It is the employee's responsibility to report to Human Resources to have his insurance reinstated and this must be done within thirty (30) days of recall.

- F. Any twelve month transportation department employee who previously held a position in the maintenance-custodial department can use his/her seniority to bump back into that department if they are laid off from the transportation department to the lowest classification in that department.

**ARTICLE 13
PROMOTION AND TRANSFER PROCEDURES**

The Board, when it establishes or determines to fill a current job vacancy in those classifications covered by this Agreement, will be subject to the following conditions with the exception of bus driver positions, since these are covered under Appendix C.

A. Bidding:

1. The appropriate vacancies shall be posted in appropriate buildings for a period of five (5) working days. In certain cases, the Board and the Association may agree not to post less than eight hour jobs.
2. Only employees in the department wherein the vacancy occurs may make application for the vacancy (exception: inter-department transfer, Section D).
3. The posting of the vacancy will include the hours of the job, the building or buildings assigned the starting time and the job title.
4. Seniority employees may apply for the open vacancy within the five (5) working day posting period by completing the form provided by the Board and filing it with the designated Board representative.
5. The Board shall post vacancies which may result in a promotion or transfer of an employee. However, the Board shall not be required to post entry level classifications, in the lowest pay grade, more than two times, except if the last opening is a day custodian opening; then it will be posted one more time.
6. Selection of employees by transfer shall be on the basis of seniority and satisfactory performance in present job. Selection of employees by promotion shall be on the basis of qualifications, satisfactory work performance and seniority. In considering work performance for promotion, the Board shall take into account only prior work performance within the past two years. If two (2) employees, one seeking transfer and one seeking promotion, are qualified for the vacancy, then seniority shall be govern in this case.

Selection of employees wishing to transfer from other departments shall be made if no one in the department bids for the lowest classification. This inter-department transfer shall be made on the basis of qualifications, past work record with Waterford Schools, and seniority.
7. If no employee applies for the vacancy, the Board may fill the position.
8. In no event shall any seniority employee who performs work in a regular schedule be replaced as a result of work being performed by any outside contractor, unless it is at comparable or lower cost. However, it is the intent of the Board to use bargaining unit employees whenever possible.

B. Transfer

1. A transfer is a lateral change within a pay classification in a department and there is not additional compensation; for example; a movement to another building, or to another job within the same classification.
2. An employee selected to fill the vacancy by transfer cannot refuse to move to the vacancy, and he/she cannot transfer for twelve (12) months after selection, unless the Board and the Association mutually agree to reduce the time limit.
3. An employee who is moved to a position with the board out-side the bargaining unit and is thereafter moved to a position within the unit, shall be returned with full rights if his former bargaining unit seniority has not been surpassed by the length of time he served in the non-bargaining unit Board position.

4. If and when operations, or divisions or fractions thereof, are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given opportunity to transfer on the basis of seniority, desire and classification.
5. Job assignment preference on the same shift within a building shall be granted on the basis of same classification and seniority, for vacancies and new positions in the building. Employees working in the building less than four (4) hours shall be exempt from the provision.

C. Promotions-Demotions

1. A promotion is an upward change in an open job classification within each department which results in additional rate compensation during the regular work day. Promotions are not meant to include the taking on of additional duties within the same job classification, or work involving over-time, shift differential or premium pay. Movement from one classification to another classification within the same pay grade shall be processed as a promotion. A voluntary demotion shall be processed under the same conditions as a promotion. A demotion is a downward change from one classification to a lower pay grade classification within the same department.
2. The employee promoted to the vacancy shall be granted up to eight (8) working weeks trial period to determine:
 - a. his/her desire to remain in the vacancy;
 - b. his/her ability to perform in the vacant position.
3. During the trial period, the employee shall have the opportunity to revert to his former classification. After this period, if the employee is unsatisfactory, notice and reasons shall be submitted to the Association and the employee in writing. The matter may then become a proper subject for the third step of the grievance procedure.
4. During the trial period, employees will receive the rate of the vacancy classification they are performing.

D. Inter-department Transfer

1. Seniority employees wishing to be considered for employment in another department shall annually make known, in writing, their desire to be considered for employment, with the administrator of the other department. The Board guarantees it will review all such applications for such positions.
2. If the employee is selected for the position in another department, the following conditions are in effect:
 - a. The transferred employee may return or the Board may return the employee at any time during the employee's first sixty (60) work days on the job, to his/her former department and classification without prejudice, grievance and/or arbitration. This employee cannot change departments again.
 - b. After the sixty (60) work day period, the employee's seniority date shall be retroactive to his/her first work day in the new department.
 - c. During the trial period, the employee shall receive the same fringe benefits as were received in his/her former position. The hourly rate of pay shall be at the starting rate for the new position. After completion of this period, the employee shall receive fringe benefits in accordance with his/her new department seniority, except for eligibility under the Longevity section of this Agreement.

- E. The Board and Association agree to establish a joint committee to review in-service and training programs.

**ARTICLE 14
SHIFT, HOURS AND OVERTIME, TWELVE MONTH EMPLOYEES**

- A. When conditions necessitate a cutback of employees in one shift and the addition to another shift, the following procedure will be followed:

1. The necessary number of the least senior employees shall be removed from the building and shift that is being cut back.
 2. Employees in the buildings that will be affected by the shift change shall be notified of the change being made five (5) days prior to the change.
 3. Any least senior employee so removed or affected by the move shall have the right to fill the vacancies of the shift being added to, first. Volunteers on a district-wide basis within the affected classification will be given the opportunity to move into the shift being added to, on a seniority basis. If no volunteers apply for the shift, then the employees so removed shall be able to exercise seniority rights to remove a less senior employee in that classification within the district.
- B. Rest Periods: Employees shall be scheduled for and provided one (1) fifteen (15) minute relief period during the first four (4) hours of scheduled work and last four (4) hours of scheduled work.
- C. The normal daily work schedule for regular full-time twelve-month employees shall be eight (8) hours, excluding an unpaid lunch period. The normal work week shall be forty (40) hours, five (5) days at eight (8) hours each. Each employee shall have a regular starting and quitting time according to D, below.
- D. The first shift is any shift that regularly starts at or after 4:00 a.m., but before 11:00 a.m.; the second shift is any shift that regularly starts at or after 11:00 a.m., but before 7:00 p.m.; the third shift is any shift that regularly starts at or after 7:00 p.m., but before 4:00 a.m.
- E. Employees working the second shift shall receive a premium of ten (10) cents per hour. Employees working the third shift shall receive a premium of fifteen (15) cents per hour. Premium pay shall not be for employees who work the first shift.
- F. The Board and the Association may agree to re-schedule the shift hours when school is in recess. No shift premium shall be paid during the summer shift change which shall begin the Monday after the school year ends and shall end the Monday before the school year begins.
- G. The starting and quitting times of employees may be changed within their shifts during the months of January and September, by no more than one hour. The painters' shift may be changed from the first shift to the second shift from November 1 to April 1.
- H. Overtime: Any and all overtime must be approved by the appropriate supervisor and/or Director.
1. Time and one-half:
Time and one-half shall be paid for Saturday, except on a seven day operation, or where a shift starts on Friday and continues into Saturday; provided, however, all hours over eight (8) hours a day or forty (40) hours a week shall be paid at one and one-half (1 1/2) times on any such operation. Overtime shall not be pyramided.
 2. Double Time:
 - a. An employee shall receive for hours worked on designated holidays set forth in this Agreement, two times his/her regular hourly rate of pay.
 - b. An employee shall receive two times his/her hourly rate for scheduled hours of Sunday work, except on a seven day operation, or where a shift starts on Saturday and continues into Sunday, provided all hours over eight (8) hours a day and forty (40) hours per week, shall be paid at two times the regular hourly rate, for Sunday only; provided, however, on a seven-day operation the seventh day of such schedule shall be construed as Sunday for overtime pay.
- I. Call In:
When an employee is called in to work by his supervisor, outside of his/her scheduled hours, he/she shall be given two and one-half (2 ½) hours at his prevailing rate, not exceeding the rate of time and one-half pay.

- J. When the Board of Education closes school to all students because of inclement weather, twelve-month employees arriving after their normal starting time, before half of their work time is over, shall have the option to complete their normal straight time rate, or have the time deducted. Employees are expected to make every effort to arrive at their normal starting times. Employees who arrive after their shift is half over, may work their normal shift of eight hours at straight time and not be deducted for hours missed, if the employer agrees.

ARTICLE 15 DISCHARGE AND SUSPENSION

- A. A suspended or discharged seniority employee will be allowed to discuss his suspension or discharge with the President or Vice President. The Board will allow the discussion before the employee is required to leave the property of the Board. If the President or Vice President is not available during the discharged employee's shift, the employee may meet with the President or Vice President on Board property up to twenty-four hours after the end of his shift.

Nothing contained herein, however, shall prevent the Board from requiring the summary removal of the offending employee if it appears that the safety of any person, property, or the maintenance of order requires such summary removal. The President or Vice President will not allow other employees to become involved in the discussion. Upon request of the Association, the Board's designated representative will discuss the suspension with the Association representative and the employee.

- B. Grievances protesting the discharge or suspension will commence at Step Two and must be filed within three (3) working days after the action was taken. Failure to abide by this time limit shall be construed as a waiver, by both the Association and the employee involved, of any protest of the action.
If a seniority employee is notified that he/she will be suspended, the suspension will not take effect, if a timely grievance has been filed, until after the third (3) step of the grievance procedure, unless the Board deems it is necessary to immediately suspend for maintenance of order, safety of person(s) or property.
- C. Any award of back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of back pay.
- D. The Board has the right to discharge for just cause. No seniority bargaining unit member shall be disciplined without just cause.
- E. The Board agrees, when suspending or discharging an employee, to notify, in writing, the employee and the Association, including the Uniserv Director.
- F. In imposing discipline on a current charge, the Board will not take into account prior infractions which occurred more than two (2) years previously, nor impose discipline on an employee for inadvertent errors or mistakes on his/her employment application, after a period of one year from his date of seniority, except in cases of felony convictions.

ARTICLE 16 TEMPORARY ASSIGNMENTS

- A. The Parties mutually recognize that the Board's operation of a public school district necessitates that certain positions be for less than a full twelve month period each year and further, that during the summer months when school is not in session, a limited part of the total work force may consist of seasonal employees, and finally, in some full time positions, it may become necessary to employ a substitute on a day-to-day basis. To distinguish these various positions, the following definitions are agreed upon:
1. **Seasonal and Temporary Employees:** All persons employed on an hourly basis for seasonal work, including summer catch-up work and for special non-recurring projects at any time and not entitled to receive any of the benefits under this Agreement. They shall be compensated on an hourly basis which shall be determined by the Employer. Special non-recurring projects shall include, but not be limited to disasters and situations of emergency, etc. This is an employee(s) who provides services when help is required and said job assignment or position is not of a permanent nature.

2. Substitute Employee: A person who takes the place of an employee on a non-permanent, day-to-day basis, until the regularly assigned employee returns or is replaced.
3. Permanent Full-time Employee: A "full-time" employee as described herein is defined as someone who works twelve (12) months per year for the employer at eight (8) hours per day, five days per week on a permanent basis.
4. Permanent Part-time Employees: Part-time employees shall be defined to mean those who work eight (8) hours or less per day, but more than three hours per day, or fifteen (15) hours per week on a permanent basis for ten (10) or twelve (12) months per year.
5. Student Employees: It is recognized that several cooperative work-education programs in the schools are a valuable and necessary experience to the educational welfare of our students and that the hiring of students in no way interferes or conflicts with the duties or privileges of employees. It is understood that the provisions of this Agreement entered into between the Parties do not apply to these temporary student employees.

B. Temporary assignments for seniority permanent full-time custodial and maintenance employees shall be handled in the following manner:

1. Whenever the Board assigns the duties of a temporary vacancy in a building or trade for the maintenance/custodial employee who is absent due to vacation or illness, the Board will grant to the senior custodial/maintenance employee in the building or trade, the opportunity to fill the position temporarily, if he meets the requirements for such position. The Board will use substitutes in entry level classifications due to temporary promotions or if no one fills the position on a temporary assignment.
2. Any temporary assignment that may extend for a period longer than thirty (30) consecutive work days will be posted in accordance with the promotion procedure. The qualified employee receiving the position shall hold the position temporarily until the former employee returns or for twelve (12) months, whichever occurs first. After holding the position temporarily for twelve (12) months or if the former employee terminates employment within the twelve (12) months, the position becomes permanent without further posting.
3. Employees working out of classification for more than four (4) hours in a work week shall receive the rate of the higher classification. If the employee was selected to fill a temporary assignment in accordance with B, 2, then the higher pay begins with the first hour worked.
4. Each head custodian will submit to the supervisor of custodial operations, a list for approval of those employees who are qualified to fill the position of head custodian on a temporary basis. This experience shall not add to or detract from a person's promotional chances. The supervisor of custodial operations will either approve or disapprove the names on the list. Those names that are disapproved at the time the list is submitted, or in the future, shall be subject to the grievance procedure.
5. If the permanent employee returns to his position, then all temporarily promoted employees return to their original positions.

C. If the Board hires temporary summer help, permanent part-time employees shall be considered for employment, provided they have signed the appropriate form within the time limit.

D. Any permanent part-time Food Service vacancy that is a promotion in a secondary building will be filled by seniority Food Service Assistant in that building. Food Service employees will fill these vacancies on a rotation basis. Any temporary assignment which may extend for a period of ninety (90) days or more will be filled in accordance with the promotion procedure. Any temporary position that continues beyond twelve (12) months shall become permanent without further posting. Substitutes will not be rotated. This does not apply to an absence of only one or two days.

Unassigned seniority employees will be assigned to long-term vacancies first. If no unassigned seniority employees are available, then substitutes will be used for absences up to ninety (90) days.

All seniority employees wishing to work on a day when their buildings are not serving lunches must advise the Director of Food Service. A calling list will be made up of those that wish to work, in seniority order. If a person refuses a call to work three (3) times, that name will be dropped from the calling list.

**ARTICLE 17
LEAVES**

A. Paid Sick Leave

1. The purpose of the sick leave program is to provide income protection for the employee to the extent herein provided during periods of involuntary absence from employment due to personal sickness or injury. Paid sick leave shall not be granted to the probationary employee.

To receive paid sick leave time for a mental disorder or an emotional condition, the problem must be verified by a psychiatrist upon Board request, which may be confirmed by a Board-appointed physician.
2. To apply for sick leave, the following procedure shall be followed by the employee:
 - a. The employee is to present a doctor's statement to the immediate supervisor indicating the first day of treatment, the reason for absence and the expected length of absence. If the supervisor approves of the employee's absence, he shall sign the statement. If the employer questions the statement, the supervisor shall send the employee to the District's physician. If the employee's physician and the District's physician disagree, the employee may request to go to the other District-approved physician. In this case, the third physician's decision shall be binding upon the Board and the employee.
 - b. If the supervisor approves the employee's absence, it is the employee's responsibility to keep his immediate supervisor informed of any changes in his medical status while on sick leave.
 - c. It is the employee's responsibility to keep his immediate supervisor informed of any changes in his medical status while on sick leave.
3. After the employee has been on sick leave of more than three (3) consecutive days, the employer shall have the right to require a written statement from a physician as to the nature of the illness and the employee's physical or mental condition and ability to perform his/her required duties before re-employment.
4. If an illness occurs on the day before or after a holiday, or vacation period, the employee must present a physician's statement to the Board upon his return. A physician's statement may also be required if an employee is absent for illness on two consecutive Mondays and/or Fridays.
5. Twelve-month active seniority employees shall be credited with six (6) non-accumulative leave days every May 1. Ten-month active seniority employees shall be credited with an equal amount of days every July 1, to be used only during their work year, for sickness, injury or approved personal absences. New seniority employees hired before January 1 (for ten month employees), and November 1 (for twelve month employees) shall be credited with the six (6) days.

Employees hired after January 1 (for ten month employees and November 1 (for twelve month employees) shall be credited with three (3) days.

Any of the credited days not deducted for illness, injury or approved absence, at the end of the employee's work year, shall be credited to his vacation allotment. When an employee leaves the district, the leave days shall be paid on a prorated basis; or if he used more days than were earned, he must repay by a deduction from his pay or by direct payment to the Board.
6. Approved absence leave dates shall be cleared through the appropriate Director. The employee will, except in emergency, make his request for date of absence to the appropriate Director, at least two (2) days in advance of the requested absence. Approved absences shall not be granted in the first or last week of the school year, or within three (3) work days prior to or following a vacation and/or holiday period. No more than two percent (2%) of the Food Service Department, the Maintenance classification, the Custodial classification, the Bus Driver classification and the garage personnel may be on approved absence leave at the same time. Applications shall be processed in the order received except for emergencies.

7. District Sick Leave Banks:

- a. Three District Sick Leave Banks shall be created; one for each department; Custodial/Maintenance (and other 12 month employees), ten (10) month Transportation and Cafeteria employees.
- b. For twelve month employees, each May 1, and for ten-month employees, each July 1: the District will place eight (8) days for each twelve month active employee, and three (3) days for each active ten month seniority employee in said banks.
- c. Three committees of three (3) department employees and one (1) district administrator shall be created. These committees will review the withdrawal applications and decide who may withdraw days from the bank.
- d. An employee, to request a withdrawal from the bank must be on unpaid sick leave for at least five (5) consecutive work days.
- e. Decisions of the committee are final and not grievable.
- f. On April 30, for twelve month seniority employees and June 30 for ten month seniority employees, the days remaining in the appropriate banks shall be removed and divided equally between those people who have not used any sick bank days during the previous year.

The next day, May 1, for twelve month seniority employees, the next year's bank will be replenished (as in step a and b above), and all those employees off on paid sick leave with previous bank approval will continue to draw from this new allocation, if approved by the committee.
- g. Employees who are eligible to divide equally these unused days, shall be paid for their portion at their rate of pay; (example; if a bus driver is to receive 1/10 of the bank, or 10 days - if 100 remain - then the driver will be paid 10 days at his regular daily rate).
- h. The Committee must abide with all the laws of Michigan and the Federal government in reference to granting of sick leave.

B. Education Leave of Absence for Veterans

Employees reinstated in accordance with Section H and applicable laws and regulations concerning military veterans, shall be granted a one-year leave of absence to attend school full time, if requested. Such leave shall be extended for like cause. Seniority shall accumulate during such leave of absence.

C. Unpaid Leaves of Absence for Seniority Employees

1. Leaves of absence for reasonable periods not to exceed one (1) year shall be granted without pay and without loss of seniority upon application to the appropriate Director (Plant Facilities and Operations, Transportation, or Food Service) and such leaves may be extended for like cause for:
 - a. Service in any elected position, public or Association.
 - b. An employee on an illness leave shall return to work when medically able.
 - c. The Board may grant leaves for other justifiable reasons upon request of an employee (see Maternity, Section F and E, 2).
 - d. The Director of Plant Facilities and Operations may grant to full time employees, during the student vacation period, up to two (2) weeks unpaid leave of absence, providing such leave is requested at the time of the vacation period, and the operation of the department is not disrupted by the granting of such leave. Such leave requests will not be unreasonably denied.

2. Any employee who is granted an unpaid leave of absence and who becomes employed by another employer, shall be considered a "quit", and shall lose all seniority rights except for one term of an elected political office and D, 1, below.
3. The employee granted a leave shall give the Board ten (10) working days notice of intention to return, if at all possible, before his date of return and shall return to work within three (3) consecutive work days from the date his leave of absence expires, or he shall be considered a "quit".
4. Except in cases of emergency, failure to submit a written request for a leave of absence ten (10) days in advance, to the appropriate Director, may result in denial of such leave.

D. Unpaid Leaves of Absence for Association Business

Members of the Association, elected or selected by the Association shall receive the following temporary leaves of absence without pay:

1. An Executive Board Member - time necessary to attend such meetings.
2. A staff position with the Association - not to exceed one calendar year.
3. A delegate to Regional, State and National Association meetings, time necessary to attend such meetings.
4. NEA Convention - not to exceed ten (10) working days.

To receive leave under numbers 2 and 4 above, the employee must submit a written notification of absence for such Association business as stated above, thirty (30) days in advance of the leave date. No more than one (1) employee may be on a year's leave of absence for Association business at the same time.

At the termination of any such leave, as set forth in this Section, the employee shall be re-employed with accumulated seniority.

E. Funeral Leave

1. An employee shall be allowed up to five (5) paid working days as may be required, as funeral leave days, not to be deducted from sick leave, for each death in the immediate family; for attending to funeral arrangements and/or attending the funeral. The "immediate family" is designated as mother, father, spouse, son or daughter of the employee or spouse.
2. An employee shall be allowed up to three (3) paid working days as may be required as funeral leave days, not to be deducted from sick leave, for each death of a relative for attending to funeral arrangements, and/or attending the funeral. A "relative" is defined as brother, sister, grandparents of the employee and present spouse; brother-in-law, sister-in-law, and grandchildren of the employee.
3. If requested, each employee will verify the necessity for each leave.

F. Maternity and Child Care Leave

1. An employee, under this Section of the Agreement, may choose Option One or Option Two.
 - a. Long Term Unpaid Leave (Option One)
 1. A leave of absence without pay will be granted for up to one (1) year for the purpose of maternity and child care for seniority employees. The application for such leave, to be valid, shall be received by the Assistant Supt., Human Resources no later than sixty (60) calendar days prior to the effective date of such requested leave. The employee will state the specific date on which she wishes to terminate her work and begin the leave and the approximate date she wishes to return, and the date when the leave ends.

2. The employee may continue her employment as long as she can continue her regularly assigned responsibilities. She shall provide, upon Board request, a physician's statement concerning whether her health permits her to continue her regularly assigned responsibilities.
3. The employee on leave, according to the above conditions, who wishes to return to duty, shall file a written request with the Assistant Supt., Human Resources, at least thirty (30) calendar days prior to the date the leave ends. She will also furnish a statement from her physician stating that her health permits her to return and to assume the full responsibilities of the position. The employee shall be returned when a position for which she is qualified is available, but in any event, by semester time or start of the school year.
4. If offered a position within her former classification, and that position is refused by the employee on leave, the leave shall be automatically terminated.
5. If an employee does not comply with the above conditions, the right to such leave and/or the right to return, shall be forfeited by the employee, except when birth is premature, a miscarriage occurs, or the employee's physician decides the leave should begin earlier than requested.

b. Disability Paid Leave (Option Two)

1. The employee, instead of taking a long term unpaid leave, may choose a paid disability leave for pregnancy, by using sick leave in accordance with Section A of this Article, from the time the physician certifies that the employee is physically unable to perform her work duties, to the date the physician certifies she is able to perform her work duties. The employee must return to work at that time.

G. Jury Duty

An employee who is notified of the fact that he will be serving on Jury Duty shall follow these procedures:

1. Provide a copy of the original jury duty notice to his supervisor so that he will be approved to be off work on those dates;
2. On days that he/she serves on jury duty, he has the option of keeping the jury duty pay, and not receiving his/her regular pay, or turning his jury duty pay in to the Payroll Department and receiving his/her regular pay.
3. To be allowed to turn in his/her jury duty pay and receive his regular pay, he must also report for the remainder of his shift after jury duty is completed. If he/she does not report for the remainder of his/her shift following jury duty, that day, he/she will not be allowed to draw any district pay for the day.
4. He/she must keep his/her supervisor informed each day as to whether he will be reporting for work.

H. Military Leave

1. Reinstatement of Seniority Employees:

Any employee who enters into active service in the armed forces of the United States for up to one term of enlistment or draft, upon termination of military service under honor-able conditions, shall be offered re-employment in his/her previous position or a position of like seniority, status and pay, unless circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his seniority as may be available, which he/she is capable of doing, at the current rate of pay for such work, provided he/she reports for work within ninety (90) days of the date of such discharge, or ninety (90) days after hospitalization, continuing after discharge for not more than two (2) years.

2. A probationary employee, who enters the armed forces and meets the foregoing requirements, must complete his/her probationary period. Upon completing it, he/she will have seniority equal to the time spent in the military service (for up to one term of enlistment or period of draft) plus the probationary period.

3. Except as hereinbefore provided, in this Article, the re-employment rights of veterans will be limited by applicable laws and regulations.
4. Employees who are in some branch of the armed forces, Reserves or the National Guard, may elect to take their vacations with pay for the time spent on full time active duty. A maximum of two (2) weeks per year is the normal limit.

**ARTICLE 18
HOLIDAY PROVISIONS**

A. Paid Holidays

1. The paid holidays for all twelve-month seniority employees except for Transportation and Cafeteria Department employees, are designated as:

- | | |
|----------------------------------|----------------------|
| 1) Labor Day | 7) New Year's Day |
| 2) Thanksgiving Day | 8) Good Friday |
| 3) Day after Thanksgiving Day | 9) Memorial Day |
| 4) One day before Christmas Day | 10) Independence Day |
| 5) Christmas Day | |
| 6) One day before New Year's Day | |

2. The paid holidays for seniority Transportation and Cafeteria employees are designated as:

- | | |
|--|---------------------------------|
| 1) Labor Day for those who work
the first scheduled workday
following such holiday | 6) One day before New Years Day |
| 2) Thanksgiving Day | 7) New Year's Day |
| 3) Day after Thanksgiving | 8) Good Friday |
| 4) One day before Christmas Day | 9) Memorial Day |
| 5) Christmas Day | |

3. Employees who do not work on a holiday will be paid their current rate based on a regular hourly day for said holiday.

B. Should a designated holiday fall on Sunday, Monday shall be considered as the holiday. Should a designated holiday fall on a Saturday, Friday shall be considered as the holiday; provided, however, that if school is in session, the Association and the Board shall mutually agree upon an alternate date.

C. An employee shall not receive holiday pay if he is absent, without leave, the working day before or after the holiday.

D. There shall be one (1) additional holiday added for all seniority employees. This holiday will be determined by mutual agreement between the Board and the Association, at a meeting in October. The holiday will not be taken when school is in session.

**ARTICLE 19
VACATION**

A. Eligibility

1. Twelve-month employees will earn credit toward paid vacation in accordance with the following schedule:
 - a. One (1) working day for each month of service in the previous fiscal year, (maximum 10 days earned from July 1 through June 30), for all twelve-month employees with 0 through five (5) years of service.
 - b. One and one-half working days (1 1/2) for each month of service in the previous fiscal year (maximum 15 days earned from July 1 through June 30) for all twelve month employees with six (6) through ten (10) years of service.

- c. Twelve month employees with eleven and twelve years of service earn eighteen (18) days of vacation and those with over thirteen (13) years of service earned by June 30th, earn twenty (20) days of vacation.
2. Cafeteria and Transportation Department employees working less than twelve months earn paid vacation in accordance with the following schedule and conditions.
- a. Conditions
 - 1) Credit for earned vacation will be given only for those months in which an employee worked for the Board for the majority of the scheduled working days of that month. When an employee leaves the District or goes on long term disability, the earned vacation and sick days for the fiscal year in which they leave shall be paid on a prorated basis. The number of months worked times the number arrived at by dividing ten (10) into the number of allowed vacation and sick days.
 - 2) There shall be no advance vacation days given before they are earned.
 - 3) All earned vacation days shall be paid to employees during the student winter vacation period, spring vacation period and end of the student school year.
 - b. Vacation Periods
 - 1) Five (5) working days per work year prorated for each month worked for employees with 0 through five (5) years of service.
 - 2) Seven (7) days per work year prorated for each month worked for employees with six (6) through ten (10) years of service.
 - 3) Nine (9) working days per work year prorated for each month worked for employees with eleven (11) and twelve (12) years of service.
 - 4) Ten (10) working days per work year prorated for each month worked for employees with over twelve (12) years of service.

B. Vacation Period, Twelve-Month Employees

- 1. Vacations will be granted to twelve-month employees at such times during the school year as are suitable considering both the wishes of employees and efficiency of the operation of the department concerned; provided that no more than five (5%) percent of the maintenance classification and no more than five (5%) percent of the custodial classification are on vacation at any one time during the school year.
 - a. All requests for vacations shall be submitted to the appropriate director on or before May 1 and be answered by June 1, and all requests are to be received at least thirty (30) days before the requested vacation period. Proper exceptions may be made by the Director.
 - b. With regard to an employee's original request for a particular vacation period, where conflict exists within a department, preference shall be given the employee with seniority. Seniority shall be considered on any subsequent request changing the time of a vacation where a vacation slot becomes vacant.
- 2. Vacations will be taken in a period of consecutive days. In proper cases, exceptions may be made.
- 3. When a holiday is observed by the employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- 4. A vacation may not be waived by an employee and extra pay received for work during that period. Exceptions may be made in cases of extended illness.
- 5. If an employee becomes ill before his scheduled vacation, his vacation will be re-scheduled. In the event his incapacity continues through the fiscal year, he will be awarded payment in lieu of his earned vacation.

6. After ten years' service, an employee may have a maximum of five (5) days vacation postponed from one fiscal year to the next fiscal year, and made accumulative at the sole discretion of the Director. Any other vacation time will be forfeited unless completed in the fiscal year in which it is accumulated. In case of postponed vacation days, such days will be utilized before vacation days earned in the current year are utilized.
7. All employees who terminate their employment voluntarily or involuntarily shall receive all unused vacation and sick days for the previous fiscal year. All employees who leave voluntarily shall receive all unused earned vacation and sick time for the fiscal year in which they leave, provided they give the Board two (2) weeks notice.
8. When an employee leaves the District or goes on long term disability, the earned vacation and sick days for the fiscal year in which he/she leaves shall be paid on a prorated basis; (the number of months worked times the number arrived at by dividing twelve (12) into the number of allowed vacation and sick days).

C. Vacation Pay Advance, Twelve-Month Employees:

1. If a regular payday falls during an employee's vacation, he/she will receive that check before going on vacation, upon written request at least two (2) weeks in advance of his vacation. Should an employee change his vacation, he must make a written request for his/her check three (3) weeks before leaving, if he/she desires to receive it in advance.
2. If an employee is laid off or retires, he/she will receive any unused vacation credit including that earned in the current fiscal year. A recalled employee, who received vacation credit at the time of layoff for the current calendar year, will have such credit deducted from his vacation the following year.
3. Rate during vacation; employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

**ARTICLE 20
INSURANCES**

- A. The Board agrees to pay the monthly premium of MESSA Choices PPO with a five (\$5.00) dollar drug card with Rider XVA2 for the eligible permanent, full time seniority employee, who elects Board insurance, determined by their appropriate status as a single employee, married employee with spouse, or an employee with family.

All new employees hired after July 1, 2004, eligible and electing Board insurance, the Board agrees to pay the monthly premium of BCN/HMO for the first four years of their employment in Waterford. After four years of employment, for the eligible permanent, full time seniority employee who elects Board insurance, the Board agrees to pay the monthly premium of MESSA Choices PPO.
- B. The Board will provide a term life insurance policy for the permanent full-time seniority employee in the amount of \$25,000 and for the part-time seniority employee in the amount of \$21,000 with provision for double indemnity in the event of accidental death. The insurance provides a thirty (30) day conversion right upon termination of employment. Any employee electing the right of conversion in order to keep his/her term life insurance in force must contact the insurance company within thirty days of his/her last day at work.
- C. The Board will cover employees with Workers Compensation Insurance. Any employee eligible for Workers Compensation within a maximum of fifteen (15) days previous to a holiday shall receive the difference between Workers Compensation and regular pay for the holiday. The Board will pay an employee's insurances as authorized by the Agreement, from the receipt of the first Workers Compensation payment up to a maximum of one (1) year thereafter, while the employee is receiving Workers Compensation benefits. If the employee wishes to continue the insurances for an additional one (1) year period, and he/she is still receiving Workers Compensation benefits, the Board will pay fifty percent (50%) of the cost.
- D. It is expressly understood that double hospitalization coverage is prohibited. The Board shall be under no obligation to provide this coverage to an employee covered elsewhere, or here, by the spouse's coverage.

- E. The Board shall provide full-time eligible seniority employees with Dental Insurance program Type I, Preventative 100%, Type II restorative, Participating Provider 80% non-par provider 50%, Type III Replacement Services 50%, Type IV Orthodontia Services 70%. Type I, II, III maximum annual benefit per covered member \$1,000, type IV is a maximum lifetime benefit of \$700.
- F. The Board shall provide employees and family with Vision Insurance.
- G. Salary deductions are authorized upon completion of the proper forms for Federal and State Income Tax, Social Security, MESSA Options, Retirement, Blue Cross, Credit Union, United Fund, Fixed and Variable Tax-deferred annuities; if only one check is written to one depository.

Pay check schedule: Any ten month employee will have the option to escrow with the district a percentage, determined by the employee, of his/her wage to be paid back to the employee when the employee requests it.

H. General Insurance Provisions:

1. The insurance benefits provided in this Contract shall begin when the employee has properly completed the necessary forms, filed those with Human Resources, gains seniority, and the insurance company has accepted the application. Such insurance shall terminate when his/her employment is terminated, when he/she is on a leave of absence without pay or when on long term disability or Workers Compensation. All eligible employees who elect health insurance will be enrolled in the most cost effective manner as determined by their appropriate status as a single employee, married employee with spouse, or an employee with family.
2. During the months worked, the following schedule shall apply for board payment of Health Insurance, and the above Vision and Dental Insurance for permanent part-time, seniority employees.
 - a. For those employees working fifteen (15) to twenty-four (24) hours a week, the Board shall pay fifty-five percent (55%) of the cost of insurance (vision/dental BCN/HMO). Effective July 1, 1995 new hires working 15 to 24 hours per week the Board shall pay 25% of the cost of insurance.
 - b. For those employees working twenty-five (25) to twenty-nine (29) hours a week, the Board shall pay eighty percent (80%) of the cost of insurance (vision/dental BCN/HMO). Effective July 1, 1995 new hires working 25 to 29 hours per week the Board shall pay 50% of the cost of insurance.
 - c. For those employees hired prior to July 1, 2004 working thirty (30) or more hours a week, the Board shall pay one hundred percent (100%) of the cost of insurance (vision/dental MESSA Choices PPO) for those employees enrolled in MESSA Super Care in 03-04 and the Board shall pay one hundred percent (100%) of the cost of insurance (vision/dental BCN/HMO) for those employees enrolled in BCN/HMO in 03-04. Effective July 1, 2004, eligible permanent part time employees working thirty (30) or more hours per week not enrolled in Board provided health insurance during 03-04 and new hires working thirty (30) or more hours a week electing Board insurance, the Board shall pay the cost of insurance (vision/dental BCN/HMO).

The hours per week shall be computed on November 1 and March 1.
3. Notwithstanding the provisions of this Section, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other benefits.
4. The Board, by payment of the premium payments required to provide the coverages set forth, shall be relieved from all liability with respect to the benefits provided by the insurance coverage's as above described. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board of Education or the Union, nor shall such failure be considered a breach of any obligation by either of them.
5. Disputes between beneficiaries of employees and any insurance company shall not be subject to the Grievance Procedure established herein.

I. Long Term Disability

The Board shall provide a long term disability insurance policy for seniority employees, the terms of which policy shall prevail; said policy to provide monthly income protection in the amount of fifty percent (50%) of the employee's regular annualized wages during his work year. This benefit shall begin six (6) months after the date of illness or injury and will be based upon the salary rate at the time of illness or injury. The benefit shall extend until age 65, death, or the employee is declared able to return to work, whichever occurs first. Any benefits provided by the Board, the State of Michigan, or the Federal government, shall be deductible from this insurance compensation. The Board, by payment of the insurance premiums required, shall be relieved from 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 21
SUPPLEMENTAL AGREEMENTS**

All supplemental agreements shall be subject to the approval of the employer and the local Association. They shall be approved or rejected within a period of up to thirty (30) days following the date they are tentatively agreed to.

**ARTICLE 22
ASSOCIATION BULLETIN BOARDS**

The employer will provide bulletin board space in each building which may be used by the Association for posting notices of the following types:

1. Notices of Association recreational and social events.
2. Notices of Association elections.
3. Notices of results of Association elections.
4. Notices of Association meetings.

The bulletin boards shall not be used by the Association for the dissemination of propaganda and among other things, shall not be used for posting or distributing pamphlets dealing with political matters.

**ARTICLE 23
RATES FOR NEW JOBS**

When a new job is created in a unit and cannot be properly placed in an existing classification, the Board will notify the Association prior to establishing a classification and rate structure. In the event the Association does not agree that the description and rate are proper, it shall become a subject for the grievance procedure at Step Three.

**ARTICLE 24
UNIFORMS**

The Board will provide uniforms on a rental basis for mechanics, bus service men, painters, and utility persons.

**ARTICLE 25
SAFETY COMMITTEE**

A Safety Committee of employees and Board representatives is hereby established. This committee will include three Association members of the local Association and shall meet upon request of either party, not more than once per month during regular daytime working hours for the purpose of making recommendations to the Board. The Board shall established the time and place of such meetings. The Board policy en-titled, "Bus Safety Program Merit-Demerit System" shall be in effect.

**ARTICLE 26
NO STRIKE**

- A. The Association officers or staff will not cause or authorize or encourage its members to cause, nor will any member of the bar-gaining unit take part in any strike, sit-down, stay-in, or slow-down, in any plant or property of the District; or any curtailment of work or restriction of production or interference with the operations of the district during the term of this Agreement.
- B. In the event of a work stoppage, or other curtailment, the Association officers shall, as soon as possible (in any event within four (4) hours) notify the involved employees to immediately cease the offending conduct and that they are in violation of the contract.
- C. The Board shall have the right to discipline up to and including discharge, any employee who participates in, or gives leadership to, any activity prohibited by this Section.

**ARTICLE 27
EFFECTIVE DATE**

This Agreement shall become effective as of its date of execution, except for the following provision: the increased insurance benefits will be put into effect as soon as the insurance company can do so.

**ARTICLE 28
SAVINGS CLAUSE**

If any Article or Section of this Agreement, or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with, or enforcement of, has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Association and/or the Board of Education for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

**ARTICLE 29
PROMOTION OF PRODUCTIVITY AND EFFICIENCY**

The Association recognizes the responsibilities imposed upon it as exclusive bargaining agent of the employees of the bargaining unit, and realizes that, in order to provide maximum job opportunities for continuing employment, good working conditions and adequate wages, the employer must, within the existing framework of the statutes of the State of Michigan, maintain the Waterford School District within the County of Oakland as efficiently and at the lowest possible cost consistent with fair labor standards. The Association undertakes that the employees within the bargaining unit will individually and collectively perform loyal and efficient work.

**ARTICLE 30
BOARD RIGHTS AND RESPONSIBILITIES**

- A. Except as modified by the terms of this Agreement, the Board retains all rights and powers to manage the Waterford School District, and to direct its employees. The Association recognizes these management rights and responsibilities as conferred by the laws and Constitution of the State of Michigan, and inherent in responsibilities to manage a Public School System, including the right:

1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees during employee working hours;
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continuing employment, or their dismissal or demotion, and to promote and transfer all such employees;
 3. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board's; the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such terms hereof are in conformance with the laws and Constitution of the State of Michigan and the laws and Constitution of the United States.
- B. The Board has the right to evaluate the work of its employees.

**ARTICLE 31
DURATION OF AGREEMENT**

This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices between the Board and the Association and its local Waterford affiliate, and constitutes the entire agreement between the parties. It shall become of effect from July 1, 2004 and shall continue in effect until midnight, June 30, 2007, and from year to year thereafter, unless either party hereto shall give the other party at least sixty (60) days written notice, by registered mail, before the end of the term of this Agreement, or before the end of any annual period thereafter, of its desire to terminate.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their fully authorized representatives on this twenty-first of October, 2004.

MICHIGAN EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION III

By: Drew Campbell
President

By: Vickie Pellow
Secretary

WATERFORD SCHOOL DISTRICT
BOARD OF EDUCATION

By: [Signature]
President

By: [Signature]
Secretary

**APPENDIX A-1
HOURLY WAGE SCHEDULE***

Employees hired after July 1, 2004 will use direct deposit of paychecks.

I. Wage Schedule from July 1, 2004 through June 30, 2005

*2% retro to July 1, 2004, retro pay to be distributed by October 29, 2004

04-05 SCHEDULE – 2% INCREASE

A.	Maintenance-Custodial Department	Length of Seniority in District			
		Classification	Start	1 Yr.	2 Yrs.
1.	Head Electrician-Plumber	20.98	21.49	21.90	22.39
	Head Carpenter				
2.	Head Painter, Head Utility, Asset. Head Electrician-Plumber	20.45	20.94	21.36	21.90
3.	Electrician-Plumber, Carpenter, Painter, Equipment Repairperson, Utility Equipment Repairperson, Asst. Head Utility	19.51	19.99	20.43	20.96
4.	Head Custodian, Head Truck Dr.- Warehouseperson, Middle & Sr. High Engineer, Maint. Relief	18.93	19.36	19.78	20.22
5.	Custodian-Engineer, Day Relief, Truck Driver-Warehouseperson, Stock Person, Utility Man	17.99	18.39	18.76	19.20
6.	Custodian, Night Relief	16.89	17.35	17.79	18.19
B.	Transportation Department				
1.	Head Mechanic	20.98	21.49	21.90	22.39
2.	Ass't. Night Head Mechanic	20.45	20.94	21.36	21.90
3.	Mechanic	19.51	19.98	20.43	20.96
4.	Bus Serviceperson	17.99	18.39	18.76	19.20
5.	Bus Driver	15.91	16.29	17.16	17.57
C.	Food Service Department				
1.	Food Service Drivers	17.99	18.39	18.76	19.20
2.	Cook-Managers	13.59	14.12	14.66	14.91
3.	Bakers	11.61	12.23	12.73	13.02
4.	Ass't. Cooks & Bakers	11.11	11.75	12.61	12.81
5.	Food Service Ass't./Floaters	10.49	11.45	11.93	12.21
6.	Probationary	9.15			
7.	Senior Center Cook	12.47	13.06	13.81	13.99

APPENDIX A-2 - JULY 1, 2005 - JUNE 30, 2006

	1YR		2YR		3YR	
	July 1	Dec 19*	July 1	Dec 19*	July 1	Dec 19*
A. MAINT, CUST. DEPT.						
1. Head Elect/Plumber	21.19	21.40	22.12	22.34	22.61	22.84
Head Carpenter		0.21		0.22		0.23
2. Head Painter, Head Utility	20.65	20.86	21.57	21.79	22.12	22.34
Asst Head Elect/Plumber		0.21		0.22		0.22
3. Elect/Plumber, Carpenter, Utility Equip Repairperson	19.71	19.91	20.63	20.84	21.17	21.38
Asst Head Utility, Painter		0.20		0.21		0.21
4. Head Custodian, Head Truck Dr Warehouse Person, Maint Relief	19.12	19.31	19.98	20.18	20.42	20.62
Middle/High School Engineer		0.19		0.20		0.20
5. Cust/Eng, Day Relief	18.17	18.35	18.95	19.14	19.39	19.58
Truck Driver/Warehouseperson		0.18		0.19		0.19
Stock Person, Utility Person	17.06	17.23	17.97	18.15	18.37	18.55
6. Custodian, Night Relief		0.17		0.18		0.18
B. TRANSPORTATION DEPT.						
1. Head Mechanic	21.19	21.40	22.12	22.34	22.61	22.84
2. Asst Night Head Mechanic	20.65	20.86	21.57	21.79	22.12	22.34
3. Mechanic	19.71	19.91	20.63	20.84	21.17	21.38
4. Bus Service Person	18.17	18.35	18.95	19.14	19.39	19.58
5. Bus Driver	16.07	16.23	17.33	17.50	17.75	17.93
		0.16		0.17		0.18
C. FOOD SERVICE DEPT.						
1. Food Service Drivers	18.17	18.35	18.95	19.14	19.39	19.58
2. Cook-Managers	13.73	13.87	14.81	14.96	15.06	15.21
3. Bakers	11.73	11.85	12.86	12.99	13.15	13.28
4. Asst Cooks & Bakers	11.22	11.33	12.73	12.86	12.94	13.07
5. Food Service Asst./Floaters	10.59	10.70	12.05	12.17	12.33	12.45
6. Probationary	9.24	9.33				
7. Senior Center Cook	12.59	12.72	13.95	14.09	14.13	14.27
		0.09		0.10		0.11
		0.13		0.13		0.14

*Less than 12 month employees will receive 1% increase starting January 30, 2006.

**2% IF the State Foundation Grant exceeds \$7,068 for the 05-06 fiscal school year. The 2% balance is paid on last pay pending final state foundation calculations. (This amount is multiplied by the number of hours worked first semester)

APPENDIX A-3 - JULY 1, 2006 - JUNE 30, 2007

	1YR		2YR		3YR	
	July 1	Jan 1*	July 1	Jan 1*	July 1	Jan 1*
A. MAINT, CUST. DEPT.						
1. Head Elect/Plumber Head Carpenter	21.61	21.83	22.14	22.36	23.07	23.30
2. Head Painter, Head Utility Asst Head Elect/Plumber	21.07	21.28	21.57	21.79	22.56	22.79
3. Elect/Plumber, Carpenter, Utility Equip Repairperson Asst Head Utility, Painter	20.11	20.31	20.59	20.80	21.59	21.81
4. Head Custodian, Head Truck Dr Warehouse Person, Maint. Relief, Middle/High School Engineer	19.50	19.70	19.95	20.15	20.83	21.04
5. Cust/Eng, Day Relief Truck Driver/Warehouseperson Stock Person, Utility Person	18.53	18.72	18.96	19.14	19.78	19.98
6. Custodian, Night Relief	17.40	17.57	17.88	18.06	18.74	18.93
B. TRANSPORTATION DEPT.						
1. Head Mechanic	21.61	21.83	22.14	22.36	23.07	23.30
2. Asst Night Head Mechanic	21.07	21.28	21.57	21.79	22.56	22.79
3. Mechanic	20.11	20.31	20.58	20.79	21.59	21.81
4. Bus Service Person	18.53	18.72	18.95	19.14	19.78	19.98
5. Bus Driver	16.39	16.55	16.78	16.95	18.11	18.29
C. FOOD SERVICE DEPT.						
1. Food Service Drivers	18.53	18.72	18.95	19.14	19.78	19.98
2. Cook-Managers	14.01	14.15	14.54	14.69	15.36	15.51
3. Bakers	11.97	12.09	12.59	12.72	13.41	13.54
4. Asst Cooks & Bakers	11.44	11.55	12.11	12.23	13.20	13.33
5. Food Service Asst./Floaters	10.81	10.92	11.80	11.92	12.57	12.70
6. Probationary	9.42	9.51				
7. Senior Center Cook	12.85	12.98	13.45	13.58	14.41	14.55

*Less than 12 month employees will receive 1% increase starting January 29, 2007

**2% IF the State Foundation Grant exceeds the \$7.168 for the 06-07 fiscal school year. The 2% balance is paid on the last pay pending final state foundation calculations. (This amount is multiplied by the number of hours worked first semester).

II. Longevity

Employees with fifteen (15) or more years of continuous service after June 30, 1971, with the Waterford Schools, shall receive ten dollars (\$10.00) per year for the number of continuous years of service over twelve (12) years. Continuous service shall include the time an employee is on sick leave, approved leaves of absence and temporary layoffs.

- II. For the life of this Agreement, cafeteria department employees will receive five (5) days pay in June and four (4) days pay in December, prorated in accordance with the same conditions as vacation earning. Paid sick leave will be counted as time worked for this provision.

**APPENDIX B
CUSTODIAL AND MAINTENANCE DEPARTMENT GENERAL PROVISIONS**

- A. All employees are expected to be at their regularly assigned work stations at their scheduled starting time.
- B. Payment for In-Service Training: Custodian and Maintenance employees with 100 or more classroom hours of instruction as certified by the administration (maximum of 15 hours of credit for the Michigan State University summer program) are allowed \$5.00 per month payable at Christmas and at the end of the fiscal year in lump sum payments.
- Employees with 200 or more hours (maximum of 15 hours for the Michigan State Conference) are allowed \$10.00 per month, payable in the same way. Tuition for such credits is paid by the employee himself/herself. Training compensation at Christmas must have been earned before the previous 1 July; compensation paid at the end of the year is based on credits earned before the preceding December 31. Custodian-engineers and engineers who have earned a low pressure boiler operator's license will receive an additional \$5.00 per month for the October-April period.
- C. Payment for Loss of Tools: If a skilled tradesman exercises reasonable and prudent care of his/her personal tools, the school district will assume responsibility for replacing those which become lost, stolen, or broken with those of equal quality, if he had prior Board approval to use them.
- D. Equalization of Overtime:
1. Overtime shall be equalized as nearly as possible on the basis of hours, among the employees assigned to a specific building or trade. Whenever an employee refuses to work, or is unavailable to work overtime, he shall be charged the same as if he/she had worked it.
 2. The Board will make an effort to equalize the overtime out-side the building for head custodians and junior and senior high engineers, within these two classifications. Whenever an employee refuses to work, or is unavailable to work over-time outside the building, he/she shall be charged with the overtime the same as if he had worked it.
 3. The Board will make an effort to equalize the overtime out-side the building for custodians and custodian-engineers within these two classifications. Whenever an employee refuses to work, or is unavailable to work overtime outside the building, he shall be charged with the overtime the same as if he/she had worked it.
 4. Employees, at the beginning of the school year, will indicate their desire to work overtime outside of their regularly assigned building. Any employee refusing to work when called on two consecutive times will be removed from the overtime list for the year. Exceptions may be made in proper cases.
 5. The Board agrees that the President of the local Association may examine the records on overtime outside of the buildings upon reasonable notice.
 6. When a new employee is assigned to a building, he/she will be charged with the average amount of overtime hours that the other employees assigned to the building have at that time.
 7. Custodial substitutes will only be used to fill in for absenteeism.

8. Probationary employees shall not be used for overtime unless seniority employees in the building or trade are not available. After probationary employees have been asked, then the Board shall follow other provisions of this Section.
9. The equalization of overtime shall be carried over from year to year. On July 1 of each year, the Board will subtract the overtime hours of the lowest man on the list from the overtime of the other employees.

**APPENDIX C
GENERAL PROVISIONS - TRANSPORTATION DEPARTMENT**

- A. An additional eighty cents (80 cents) per hour shall be paid for runs which take place on a Saturday. If, however, such Saturday work exceeds forty (40) hours worked for such week, then all hours in excess of forty (40) shall be paid at the overtime rate.
- B. Whenever an individual school closes for an in-service education day for teachers and this results in a loss of a driver's normal working hours, such hours shall be paid for that day.
- C. Drivers shall be paid for layover time in regular runs or early dismissal when the time is not over one hour.
- D. Seniority employees in the Transportation department shall be provided with a work year consisting of 190 days. This provision, however, is not to be construed as a guarantee of 190 days' pay. It is merely to set forth the scheduled work year and employees shall be required to work in order to receive pay.
- E. At the close of each school year, each bus driver shall notify the Supervisor of Transportation, in writing, of his/her intention to return or not return to work after the student summer recess. Bus drivers shall be required to submit proof of satisfactory completion of a physical examination by the tenth (10th) of August of each year. If a bus driver has not turned in a physical by the tenth of August of each year, he will automatically be given the time of the lowest runs until the October picking of runs, if he turns in a valid physical after August 10. If a bus driver is unable to meet the August 10 deadline, due to a verifiable medical condition, the driver must call the Supervisor of Transportation before August 10.
- F. Drivers will be allowed three (3) hours per week for checking and cleaning their buses. If the driver is assigned another regular bus, he/she will be allowed an additional forty (40) minutes per week.
- G. Additional regular daily runs shall be assigned on the basis of seniority whenever practical.
- H. Bus Drivers will select runs during the month of October by seniority and shall begin their runs by the third Monday of October. After the October pick of runs, if a run becomes vacant, or if time has been added to the run involving an addition of twenty (20) minutes or more, the run shall be posted for three (3) working days. The run shall be assigned to the seniority driver gaining time and bidding for the run. No drivers shall change runs until all the postings and selection of runs due to the first posting have been completed. If the time is added to the seniority driver's run, the run shall not be posted. No changes in runs shall occur from the start of school to the October selection date.

Each September, the drivers will be assigned runs as much as possible to the same time and run as held in the previous year. Drivers will not be paid for less time than the run they held at the close of the previous school year. After picking of runs, the driver's time will not be reduced in case of alteration of any shuttle, or kindergarten runs.

- I. Meetings: If a driver is required to attend a meeting of all drivers called by the Board, he/she will be compensated at the regular hourly rate. A driver shall be paid for the time spent in meetings to discuss bus discipline problems when approved by the principal and when such time exceeds that for which he/she is compensated as part of his regular duties.
- J. Computation of hourly rate: Wage rates are computed by the tenth of each hour. Whenever work involves a portion of a tenth of an hour, that tenth will be paid.
- K. Student instruction days not worked by part-time employees, due to weather or "acts of God", that the District would have to make up to meet the State minimum requirements for pupil instruction as required by MCLA 338.1701 (3) and (4), of the State School Aid Act, as amended by P.A. 239 of 1984, will not be paid if employees were not required to report to work.

L. Special Runs, Record of Hours:

1. Special or extra runs, not part of the normally scheduled runs, will be equalized from a list of drivers who indicate at the start of each semester their desire to take such runs.
2. Beginning with the first day of school, all special run hours for all drivers will be returned to "O". Seniority drivers placed on the list for the first time shall be assigned the average hours of all drivers on the list at that time. This procedure is intended to equalize hours of special runs for all seniority drivers on the list. The Board shall post hours monthly.
3. At no time will a special run be assigned to a driver where it would interfere with his normally scheduled run.
4. Any driver who refuses an assigned special run or extra run will be charged with the hours and removed from the list, if he refuses three (3) times per semester. In the event the assigned run is turned in 24 hours or less than when it is scheduled to start, the Board shall have the right to assign the run, however it can, keeping in mind the rotation of hours.

Once a special run has been assigned and accepted, the driver shall complete the run, unless he is excused by the supervisor or is on an excused absence, providing at least 24 hours notice has been given to the driver taking the special or extra run.

5. Drivers taking flat rate trips will be charged the number of hours derived by dividing the amount of money by the driver's rate of pay. Drivers will be selected from the Special Run List for flat rate trips.

M. Drivers having a kindergarten, shuttle, or vocational run will be allowed to take their buses home in the afternoon only, provided they live in Waterford Township and their runs end an hour and one-half or less before their afternoon runs commence. Individual abuse of this provision may result in the denial of this privilege to the driver.

N. Minimum time: Whenever a bus driver is called to report for work on a special run, other than an extension of a regular run, or other assignments, and does report; two (2) hours minimum time shall be paid. During this minimum time, the employee will be expected to work as necessary. When a driver reports for a special run, that is an extension of a regular run, and the run is canceled, the driver shall receive a minimum of thirty (30) minutes pay and up to a maximum of two (2) hours pay for the time of the canceled run.

O. After completion of the probationary period, the employee will be entered on the seniority list, retroactive to the first day worked as a regular driver.

P. The Board will pay time and one-half for hours worked over eight (8) hours per day and forty hours (40) per week, when approved by the immediate supervisor, except for an overnight run. The Board will pay drivers double their regular hourly wage for hours worked on Sundays and holidays, as approved by their immediate supervisor. The Board will not pay twice for the same hours, unless ordered through the grievance procedure.

Q. Drivers attending the State required classes (Bus Drivers School) shall be paid their regular rate of pay for the hours in attendance.

The Board will pay each driver passing the road test one hour of time and also one hour of time for those passing the competency examination. This time shall be paid in September.

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R. If the Board determines to use drivers for work not regularly scheduled during the summer vacation period, it will offer it to seniority drivers on a rotation basis.

S. Bus Driver Trainers will be selected on the basis of qualifications and assignments shall be made in order of seniority. Qualifications will be a good driving record, no points, knowledge of and ability to demonstrate proper use of equipment, knowledge of safety rules and satisfactory work record. Drivers interested in training assignments shall make written application on a form provided by the Board by a date certain, to be determined by the Board.

- T. Drivers shall express interest in regularly scheduled summer work by a date certain, to be determined by the Board. Runs shall be selected on the basis of seniority. When the Association representative is a driver, he/she shall select the last available run unless he/she has seniority higher than any of those selecting runs.
- U. When a driver goes on a sick leave of a month or more, as verified by a physician's statement and the run has a mid-day run, this time will be added to a seniority driver, if possible, under a rotation basis, who is next in line for the above. The time cannot exceed eight (8) hours in a day.
- V. Transportation Absenteeism Procedure

This absenteeism procedure will not count verifiable hospitalization time in the procedure and time granted by the Board for those leaves as found in Article 17, Sections C, D, E, F, G, and H.

1. A list of employees will be posted in alphabetical order.
2. As each exhausts the 6 days given to them under the contract, they will be removed from the list (line drawn through the name).
3. When the 10 month employee takes day 8 off or the 12 month employee takes day 9 off, he/she will receive a written warning.
4. When the 10 month employee takes day 10 off or the 12 month employee takes day 11 off, he/she will receive a written reprimand.
5. When the 10 month employee takes day 12 off or the 12 month employee takes day 13, he/she will receive three (3) days off.
6. All days off will be in accordance with Article 17, LEAVES.
7. All days taken not covered by the contract will be considered unexcused absences.
8. The absentee book maintained by Transportation will be the "Book of Record".
9. All letters, reprimands and procedures are valid and can be used in accordance with the contract.
10. Any sick leave of a transportation employee for more than five (5) consecutive days, by an appropriate physician's statement, shall be counted as one (1) day absent and shall be applied within one work year (per grievance 87-88-011 settlement).

This procedure is for the purpose of dealing with absenteeism within the total Transportation Department. It does not set any precedence for other departments, nor does the way other departments handle absenteeism affect Transportation.

- W. Reference Appendix B for the twelve month employees in the Transportation Department. There shall be two seniority lists for employees in the Transportation department, one for 12 month employees and one for 10 month employees.

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**APPENDIX D
GENERAL PROVISIONS - CAFETERIA DEPARTMENT**

- A. When Cafeteria Department employees are called for evening, weekend, or holiday work, a premium of an additional two dollars (\$2.00) per hour will be paid for such work until forty (40) hours is reached, then time and one-half shall be paid.
- B. The seniority employees in the Cafeteria Department shall normally be provided with a work year consisting of 185 days. This provision, however, is not to be construed as a guarantee of 185 day work year, and employees shall be required to work in order to receive pay.

- C. Student Workers: A maximum of two (2) student workers will be assigned in a kitchen at any one time during the day and a maximum of six hours daily student employment at any one kitchen is permitted.

If the Cafeteria scheduled hours are reduced in a kitchen, the student workers in that kitchen will be reduced in a like amount of time. If any kitchen in the Cafeteria Department is eliminated, students shall not be permitted to work in any kitchen. Exceptions to this would be if seniority employees refuse the open position, a student would be working. This doesn't apply to special education students earning their lunches.

- D. Note of Intent to Return: At the close of each school year, a cafeteria employee wishing not to return the following year will notify her supervisor in writing. All returning employees will be advised at least five days before the date they are expected to return.
- E. Meetings: If a cafeteria employee is required to attend an in-service training meeting called by the Board, she will be compensated at the regular hourly rate.
- F. Computation of Hourly Rate: Wage rates are computed by the tenth of each hour. Whenever work involves a portion of a tenth of an hour, that tenth will be paid.
- G. Minimum Call-In Time: Whenever a cafeteria employee is called in to work, a minimum of two and one-half (2 1/2) hours wages shall be paid.
- H. Lunch Time Payment: Employees of the Cafeteria Department shall be provided a lunch if they request it. The lunch period is on the employee's own time. The employee's W-2 form shall be appropriately stamped to indicate the meal value. Each employee shall be entitled to a 30 minute lunch period.
- I. Uniforms: Head cooks and head bakers shall be allowed one uniform per day to be worn in school only. Uniforms are available for rental.
- J. All seniority employees except Elementary Food Service Assistants will have a work schedule of not less than three (3) hours for a work day. Elementary Food Service Assistants will have a work schedule of not less than 15 hours per work week.
- K. Unpaid personal leaves for Cafeteria personnel will not be granted in the first or last week of the school year, or within three (3) days prior to or following a vacation and/or holiday period except:

Unpaid personal leaves for Cafeteria personnel may be granted during the holiday periods (Thanksgiving, Christmas, New Years and Easter) at the complete discretion of the Director of Food Service. It is understood that the unpaid leave during the holiday period also includes loss of holiday pay to the person receiving the leave.

- L. Equalization of Time, Evening, Weekend and Holiday Work:
 - 1. When additional employees are needed for banquet work over the number of building staff needed, the following procedure shall apply:
 - a. The annual list will be compiled on a seniority basis at the beginning of each school year, and posted for five (5) working days excluding Saturday, Sunday, Holidays, or non-scheduled cafeteria days.
 - b. Each employee will be allowed three refusals before being removed from the list.
- M. Cafeteria supervisors shall not do regularly scheduled work, except in emergencies, or as a periodic extension of hospitality.
- N. The computation of a day's pay for purposes of sick leave, vacation and holiday pay shall be determined by averaging the hours worked per day of all employees in that classification during their third and fourth payroll, but not later than November 15. That average shall be effective for a year beginning November 15, and ending November 14. The average hours shall be multiplied by the hourly rate of pay of the employee. Any employee transferring to another building shall use the average hours for the building to which she transfers.
- O. Cafeteria increments shall be granted annually on July 1. The first increment will be prorated by the number of months worked.
- P. Rest Periods: Cafeteria employees shall be scheduled for and provided with one (1) fifteen (15) minute relief period during the first four (4) consecutive hours of scheduled work and the last four (4) consecutive hours of scheduled work.
- Q. After completion of the probationary period, the employee will be entered on the seniority list, retroactive to the first day worked as a regular employee.
- R. Student instruction days not worked by part-time employees due to weather or "acts of God", that the District would have to make up to meet the State minimum requirements for pupil instruction as required by MCLA 388.1701 (3) and (4), of the State School Aid Act, as amended by P.A.239 of 1984, will not be paid if employees were not required to report to work.

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