

This Agreement entered into this 1st day of **July 2010** between the Western School District (hereinafter referred to as the "Employer") and the Jackson County Education Association a local affiliate of the MEA/NEA (hereinafter referred to as the "Union").

(NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

### **PURPOSE AND INTENT:**

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the employees, and to retain the efficient operation of the Western Schools.

### **ARTICLE I: RECOGNITION**

**A.** Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining as defined in Section II of P.A. 379 of 1965 for the term of this Agreement of all employees of the Employer included in the bargaining units described below:

All regularly employed custodial/maintenance employees, but excluding day-to-day substitutes, incidental employees, supervisors, and all other employees. Incidental employees shall not work more than three (3) hours a day nor more than sixty-five (65) consecutive work days. Such limitations shall not apply to Western students nor Western High School graduates enrolled in college working in the School District;

All regularly employed food service employees, but excluding day-to-day substitutes, supervisors, and all other employees.

All transportation employees including substitutes hired before July 1, 2010. As currently defined; a substitute is any driver hired by the Employer to drive any available extra work. Substitute drivers are excluded from the unit while on probation.

It is understood that the transportation employees set forth above have the responsibility for performing duties normally associated with those positions.

These duties shall be assigned only to a person who is or will become a member of the bargaining unit.

The Transportation Supervisor, the mechanics or the secretary/dispatcher may be used as a stand-by or emergency driver if no other driver is available.

- B.** The Board agrees not to negotiate with any employee organizations as defined in paragraph A, other than the Union for the duration of this Agreement.
- C.** The term "employee", when used hereafter in this Agreement, shall refer to all employees so mentioned above.

## **ARTICLE II: NEGOTIATION PROCEDURES**

- A.** This Agreement may be extended only by mutual, written consent of both parties.
- B.** Both parties agree to enter into negotiations on a new Agreement on wages, hours, and other conditions of employment at least thirty (30), and not more than ninety (90) days, prior to the expiration of this Agreement.
- C.** This Agreement shall constitute the full and complete commitments between both parties and may be altered only through the voluntary, mutual consent of both parties, in writing, and as a signed amendment to this Agreement.

## **ARTICLE III: DISCHARGE AND DISCIPLINE**

The right to discharge or discipline employees shall remain at the sole discretion of the Employer, but no discharge of non-probationary employees shall be made without just cause. Probationary employees may be dismissed by the District at its sole discretion and shall not have access to the grievance process for either discipline or dismissal.

### **A. Notice of Discharge or Discipline**

The Employer agrees promptly upon the discharge of, suspension of, or issuing of a written reprimand to an employee, to notify in writing, stating the nature of the offense and the disciplinary action taken, the employee and the Local President.

- B.** The discharged or disciplined employee in (A) above, will be allowed to discuss his/her discharge or discipline with the President of the Union and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative, will discuss the discharge or discipline with the employee and the President.

### **C. Appeal of Discharge or Discipline**

Should the discharged or disciplined employee in (A) of this Article, or the Local President, consider the discharge or discipline to be improper, a complaint shall be presented in writing through the President to the Employer's designated representative within five (5) regularly scheduled working days of the discharge or discipline. The Employer's designated representative will review the discharge or discipline and give an answer within three (3) scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the second step of the grievance procedure.

## **ARTICLE IV: SPECIAL CONFERENCES**

- A.** Special conferences for important matters will be arranged between the Union President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of management.

Arrangements for 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 special conferences shall be confined to the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m., unless otherwise mutually agreed upon. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Michigan Education Association.

- B.** The Union representative may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding the conference with the representative of the Employer for which the written request has been made.

## **ARTICLE V: STEWARDS AND ALTERNATE STEWARDS-REPRESENTATION**

- A.** There shall be two (2) stewards for all custodial/maintenance employees; one for the day shift and one for the afternoon shift; one (1) steward for all food service employees, and one (1) steward for all transportation employees. One of the four (4) stewards shall be designated the Chief Steward.
- B.** The stewards shall be allowed up to fifteen (15) hours per steward each month during working hours without loss of time or pay for the purpose of investigating

and when applicable presenting grievances to the Employer in accordance with the grievance procedure. However, said time shall be non- accumulative.

In the event a steward is needful of utilizing release time as above provided, he/she shall notify his/her immediate supervisor. The immediate supervisor shall make the time available at a mutually agreeable time within the next twelve (12) working hours. Thereafter, on arrival at the new location, he/she shall report his/her presence to the office and upon return to his/her work assignment shall once again report to his/her immediate supervisor.

- C.** The Union shall keep the Employer advised in writing of the names and phone numbers of the current stewards.

## **ARTICLE VI: BOARD RIGHTS**

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority of the Board had prior to this Agreement are retained by the Board. Such rights shall include, the right to:

- A.** Manage and control the School District's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
- B.** Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending time, length of the work year and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.
- C.** Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, processes of carrying on the work and the instruction of new and/or improved methods or changes therein.
- D.** Adopt reasonable rules and regulations.
- E.** To hire all employees, to determine their qualifications, effectuate an evaluation process, and conditions of continued employment and to promote and transfer all such employees.
- F.** Determine the number and location or relocation of its facilities, including the establishment or relocations of new Schools, buildings, department, division or

subdivision thereof and the relocation or closing of offices, department divisions or subdivision, buildings or other facilities.

- G.** Determine the financial policies, including all accounting processes and all matters pertaining to public relations.
- H.** Determine the size of the work force and management organization, its function authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as provided for in this Agreement.
- I.** Determine the placement of operations, production, services, maintenance and source of materials and supplies.
- J.** Determine the policy for testing and training of employees, providing such policies be based on lawful criteria.

#### **ARTICLE VII: UNION RIGHTS**

- A.** The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with such group or organization for the purpose of undermining the Union.
- B.** The Union shall have the right to use for meetings and Association business, School building facilities and equipment, including typewriters, copy machines, facsimile machines, computers, telephones, at reasonable times when such facilities and equipment are not otherwise in use. The Union shall be responsible for such equipment and shall pay for actual costs of all labor, materials and supplies incidental to such use.
- C.** The parties agree that there shall be no discrimination against any employee with respect to hours, wages or any conditions of employment by reason of his/her membership in the Association, his/her participation in the activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceedings under the terms of this Agreement.
- D.** Five (5) days of released time will be granted by the Superintendent to the President of the Union for the use of Union officials to carry out Union Business. If a substitute is necessary, the Union will reimburse the Board for the wages of the substitute, which shall be at the rate established by the Board of Education for substitutes.

- E.** The Employer will provide a bulletin board in the high School receiving room which may be used by the Union for posting notices of the following types:
- 1.** Notices of recreational and social events.
  - 2.** Notices of elections.
  - 3.** Notices of results of elections.
  - 4.** Notices of meetings.

## **ARTICLE VIII: AGENCY SHOP AND PAYROLL DEDUCTION**

### **A. Agency Shop**

- 1.** Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the pay checks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than thirty (30) days following deduction.
- 2.** Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-School year (December, January, February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given School year.

- 3.** In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

  - a.** The Employer give reasonable notice of such action to the Association and permit the Association intervention as a party if it so desires, and
  - b.** The Employer gives cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels; and
  - c.** The Association shall have complete authority to compromise and settle all claims which it defends under this section.
- 4.** The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article X.
- 5.** Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions, in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. PAC deductions, however, must be authorized on an annual affirmative consent basis. Pursuant to such authorization, the Employer shall deduct one twentieth (1/20) of such dues for the first twenty (20) paychecks beginning in September.
- 6.** The WESPA agrees to provide a statement to the Board which includes the amount of annual dues and the service fee and the difference between the two amounts. The statement will note the most recent arbitration ruling which determined the proportion of the annual dues that is chargeable to non-members under applicable law.
- 7.** The Board shall provide an alphabetical list of employees for whom such deductions have been made, categorizing them as to membership and non-membership in the Western Educational Personnel Association agrees to promptly advise the Board of all members of the Western Educational Support Personnel Association in good standing from time to time and to

furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

- 8.** Authorized Credit Union deductions shall be deducted from each check and promptly forwarded.
- 9.** The Western Educational Support Personnel Association/Jackson County Education Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the Collective Agreement. The Western Educational Support Personnel Association/Jackson County Education Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject, however, to the following conditions:
  - a.** The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
  - b.** The Western Educational Support Personnel Association/ Jackson County Education Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
  - c.** The Western Educational Support Personnel Association/ Jackson County Education Association has the right to choose the legal counsel to defend any said suit or action.
  - d.** The Western Educational Support Personnel Association/ Jackson County Education Association shall have the right to compromise or settle any claim made against the Board under this section.
- 10.** The parties recognize that the Michigan Employment Relations Commission, through its rulings and those of the Michigan Courts, has made certain determinations relative to the amount and handling of agency fees, as well as necessary appeals processes relative to same. The parties pledge to recognize those rulings and precedents as controlling in the interpretation of this Article.



## **ARTICLE IX: EMPLOYEE RIGHTS AND PROTECTION**

- A.** Any case of criminal assault upon an employee, as a result of employment, shall be promptly reported to the police by the Board or its designee. The Board shall provide legal advice by its counsel to acquaint the employee with his/her rights and obligations with respect to such assault.
- B.** Time lost by an employee in connection with any incident related to (A) above shall be charged to Worker's Compensation. The Board shall make up any difference in lost take-home pay from that paid by Worker's Compensation for a period of up to ninety (90) working days.
- C.** Employees are expected to comply with reasonable rules, regulations and policies adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement. It is understood that any employee may refuse to carry out an order which threatens physical well being or safety as defined or covered by MIOSHA.
- D.** If an employee requests, he/she shall be provided a "lockable area" to place personal belongings in during the day.
- E. **Personnel Files****

All employee personnel files shall be maintained as follows:

- 1.** Employees shall have the right to review the contents of their personnel file. A Union Representative may accompany the employee in this review.
- 2.** The employee may provide a written statement, for inclusion in the file, in regard to all materials.
- 3.** The review shall be made in the presence of the Superintendent or his/her designee. Privileged information, which is specifically exempted from review, shall include such confidential personal references sought at the time of employment.
- 4.** A personnel file is a confidential file and will be handled as such.
- 5.** Any material originated by the School District and contained in the employee's personnel file which is more than four (4) years old shall, upon request of said employee, be removed prior to the release of information to a third party. Records of substantiated misconduct will remain in the personnel file with no time limitation per the Michigan Revised School code of 1996, PA 189.

- F.** Employees believing that material contained in their personnel file is false or incorrect may, at their option, register a complaint through the grievance procedure to have said material corrected or expunged from their files.
- G.** The Board, in recognition of the concept of progressive correction shall notify the employee in writing of alleged deficiencies, indicating expected corrections, and indicate a reasonable period for correction. The Board agrees progressive discipline normally includes verbal warning, written warning, suspension with pay, suspension without pay, with discharge as a final and last resort. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. Any of these steps may be eliminated if the situation warrants it. Alleged breaches of discipline shall be promptly reported to the employee.
- H.** The Board will reimburse the employee for theft, damage or destruction of the following which is not the result of negligence on the part of the employee:
  - 1.** Clothing, glasses, watches or other items worn by the employee as a normal part of their attire while on School premises. This reimbursement shall be limited to a maximum of two hundred and fifty dollars (\$250.00).
  - 2.** Personal property used on School premises, when such property is needed or used in the normal work of the employee, and brought to School premises at the written request of the Board (or representative thereof). This reimbursement shall be limited to the reasonable replacement value.

## **ARTICLE X: SENIORITY, FURLOUGH, LAYOFF AND RECALL**

### **Seniority**

- A.** New employees hired in the unit shall be considered as probationary employees for the first ninety (90) working days of their employment in Classifications I-VII and for the first one hundred and fifty (150) hours of driving for transportation employees. For Transportation employees only, in case of a tie for seniority, the employee's application date shall be used for placement on the seniority list. After satisfactory completion of the probationary period, the employee shall be placed on the seniority list. This does not include the custodians.
- B.** New drivers must start at the bottom of the seniority list.
- C.** The Union 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 Section 1 of this Agreement, except discharged and disciplined employees for other than union activity.

- D.** Seniority shall be based on the employee's last date of hire within each category, i.e., Custodial/Maintenance Employees, Food Services Employees or Transportation Employees. This does not include the custodians. In the event an employee transfers to a position within a different category, seniority within the new category shall accrue as though the employee were new to the bargaining unit. Employees wishing to apply for a job in a category different from their current category will be afforded only the right of interview. The District maintains its right to hire the best available candidate for any position.

Wages, fringe and other benefits such as vacation days shall be granted and accrue as though the employee were new to the bargaining unit. However, accumulated sick days, personal business days and vacation days earned up to the date of transfer shall be retained.

**E. Seniority Lists**

- 1.** Seniority shall not be affected by the race, sex, marital status, or dependents of the employees.
- 2.** The seniority lists on the date of this Agreement will show by category the names, job titles, dates of hire and hourly rate of all employees of the unit entitled to seniority.
- 3.** The Employer will keep the separate seniority lists by category up-to-date at all times and upon request will provide the Local President with up-to-date copies at least every School semester.

**F. Loss of Seniority**

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

- 1.** He/she quits.
- 2.** He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- 3.** He/she is absent for three (3) consecutive working days without notifying the Employer unless incapacitated and unable to notify the Employer in that time period. After such absence, the Employer will notify the employee by certified letter at his/her last known address that his/her employment has been terminated.

4. If he/she does not return to work when recalled from layoff as set forth in the recall procedure.
5. Non-return from complete utilization of allowable sick leave or a granted leave of absence, will be treated as 3. above.

#### **G. Seniority of Officers**

Notwithstanding their position on the seniority list, the Local President and Stewards shall, in the event of a layoff, be continued at work within the bargaining unit provided they can perform the work available.

#### **H. Furlough Days**

During the course of the 2010 – 2011 negotiations, it was agreed upon that custodians would take ten (10) furlough days in the summer of 2010.

These days will be taken on Fridays from July 2, 2010 – September 3, 2010.

This is for the 2010-2011 school year only and will expire June 30, 2011. (See Letter of Agreement)

#### **I. Layoff Defined**

1. The word "layoff" means a reduction in the working force due to a decrease of work or lack of funds.
2. Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days' notice of layoff. The Local President shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
3. Should two (2) or more employees have the same anniversary date of hire, for purposes of layoff, a drawing shall be held to determine the order of layoff. A representative of the Association shall be present at all such drawings.
4. Employees shall accrue seniority while on layoff for a period up to three (3) years.
5. If it becomes necessary for a layoff, the following procedures will be mandatory:

- a.** Employees displaced by building closing, shift change due to cut backs, or necessary reduction in the work force beyond normal attrition shall have the right to exercise seniority by bumping a less senior employee within their classification or at a lower classification in their particular category. Any employee bumped under this procedure may similarly exercise their seniority right. Operation of bumping rights under this section shall be limited to one meeting. Such meeting date and time will be jointly established with the Union on a weekday and at a time when affected employees are reasonably able to attend. Employees unable to attend due to valid extenuating circumstances must contact the Union and Central Office prior to the meeting if they are to exercise their rights under this section.
  - b.** Probationary employees will be laid off first on a District basis. Seniority employees will then be laid off according to seniority as defined in Sections F and G, provided that senior employees moving from their classification to another classification in order to implement seniority, must be capable to perform the work in that classification. Capable shall be defined to mean that with minimum instruction the work can be performed without unduly impairing the efficiency of the operations.
- 6.** If a run is permanently eliminated, the driver affected by the elimination shall have the right to re-bid his or her runs as per his or her original bids before the elimination occurred according to seniority.
- 7.** The driver affected by the elimination shall have the right to bump within three (3) working days or shall be paid the wages lost during the lapse of time. This will take effect immediately after the bumping.
- 8.** If a run has been eliminated permanently and the driver affected chooses not to bump, said driver will not lose their seniority and will not be entitled to any lost wages.
- 9.** When a run is eliminated and is later reinstated, the driver eliminated shall be offered the run before it is posted for re-bidding.
- 10.** If a driver is laid off, the Board will still be responsible for license renewal and certification of that driver for two (2) School years.

## **J. Recall From Layoff**

The parties agree to a plan not to replace custodial employees who terminate, retire or resign from the District with employees who are not employed by the District. (See Letter of Agreement A)

When recalling laid off employees, the following steps shall be followed:

- 1.** Any vacancy will be put up for bid in accordance with Article XII prior to recalling laid off employees. Laid off employees will be notified by mail of all vacancies and may bid on any vacancy.
- 2.** An attempt will be made to recall employees by telephone. If the telephone contact is unsuccessful, or a written record is needed, recall shall be made by registered mail to the employee address last on file with the payroll office. An employee has seven (7) days in which to notify the Employer of his/her intent to return to work on the effective date of the recall.
- 3.** Laid off employees shall be recalled by category in reverse order of layoff, but in all cases, the most senior laid off employee capable for the position shall be recalled first. If the employee is recalled to a position in the bargaining unit for which he/she is capable, he/she must return to work or will be considered to have exercised voluntary termination.
- 4.** No employee shall be forced to accept recall to a category other than the one held prior to layoff. An employee on layoff must accept recall to a position within his/her category or be considered a voluntary quit. If an employee is recalled to a classification other than the one previously held, he/she shall remain on the recall list for that classification.
- 5.** In no case shall a new employee be employed by the Board while there are other employees in that category who are laid off and meet the minimum requirements for the job.
- 6.** Should the Board reinstate a position that has been eliminated, the employee, if not on layoff, who previously held the position shall be offered the position before it is offered to laid off employees.

## **ARTICLE XI: VACANCIES AND TRANSFERS**

### **A. Vacancy**

**1. Definition.** A vacancy is any unfilled or new position in the bargaining unit that the District desires to fill. (This does not include the custodians. See Letter of Agreement)

**2. Food Service**

**a.** Vacancies and transfers within the bargaining unit shall be filled on the basis of: (1) qualification, (2) ability and (3) seniority. Ability is defined as the capability to perform the job with minimum instruction without unduly disrupting the operation of the District.

**b.** Job openings will be posted within ten (10) calendar days of the known vacancy and shall remain posted for seven (7) calendar days. At a minimum, the job posting will list the position title, qualifications, location of job and procedure for application, shift assignment, and location of assignment. Postings shall be displayed in a conspicuous place in each building. Nothing in the job posting process will preclude the Employer from moving employees from building to building whenever necessary.

If a vacancy occurs during a vacation period, when a regular employee is not working, a notification shall be sent by mail to any such employee at least seven (7) days prior to closing applications for the position. An applicant from within the unit who is awarded the position will be notified within five (5) days of the closing date of posting of his/her status and the position will be filled as soon as possible. Employees interested shall apply within seven (7) calendar days posting period. The senior employee from the same classification applying for the vacancy who meets the minimum qualification requirements shall be granted a four (4) week trial period to determine the employee's ability to perform the job and the employee's desire to remain on the job.

**3. Transportation**

Transportation vacancies shall be filled as follows:

When a run is added or becomes open, either permanently or temporarily for at least ninety (90) work days, the following procedures will be taken:

- a. The run will be temporarily assigned to a sub driver by the Transportation Supervisor according to seniority.
- b. A written notification of the driver's change of status shall be submitted to the Transportation Steward by the Transportation Supervisor within three (3) working days.
- c. The regular run will be posted on the bulletin board provided for the drivers for five (5) regular driving days when a majority of the drivers are driving.
- d. The bidding of the initial available run and all subsequent available runs will take place at the meeting following the posting date. All subsequent runs will be bid according to their availability.
- e. If any run is not bid by a seniority driver, it shall be permanently assigned to a sub driver by the Transportation Supervisor and that driver shall become a seniority driver.
- f. If the vacancy is temporary, when the regular driver returns the sub driver shall have no right to return to their previous run or bump any other driver.

**4. Bidding**

Employees who apply for positions in another category shall only be afforded the right to an interview. (This does not include the custodians. See Letter of Agreement)

**5. Trial Period**

When there are no applicants from the same classification, the applicant with the most District-wide seniority from other classifications who is most capable of performing the work shall be offered the position and provided a trial period of not more than twenty (20) working days. (This does not include the custodians. See Letter of Agreement)

- a. If during the trial period the employee's work is unsatisfactory, or at the request of the employee, he/she shall be reinstated to his/her former position.
  - 1. At that time, the position shall be offered to the next most senior applicant who is capable of performing the work. He/she shall be provided a trial period of not more than



twenty (20) days. If during the trial period, the employee's work is unsatisfactory, or at the request of the employee, he/she shall be reinstated to his/her former position. The next most senior applicant who is capable of performing the work shall be offered the position and provided a trial period of not more than twenty (20) days.

- b.** If the most senior candidate is not considered by the appropriate administrator to be capable, the candidate shall have the right to appeal that decision (within five (5) working days) to the Superintendent and/or Board of Education. The Superintendent and/or the Board of Education may at its option: 1) decide the candidate is capable and place him/her in the position; or, 2) decide the candidate is incapable and dismiss the job claim; or, 3) provide the candidate with a 20 working day trial period which would allow for the collection of additional information to aid in the final determination.
- c.** Any senior employee would have the same option of appeal before a less senior or non-bargaining unit candidate is placed in the position. Any of the options or decisions of the Board would be non-arbitratable under the grievance section of this contract.
- d.** Whenever a vacancy occurs, the administration may use that as an opportunity to review and upgrade the qualifications for the vacant position. Should the administration desire to upgrade the qualifications for a vacant position, the administration shall first submit the recommendations to the Association (prior to the job being posted) and the parties (negotiating teams) shall as expeditiously as possible convene a meeting to discuss the new qualifications. It is understood that the administration may implement their proposed qualifications after the meeting even if agreement is not reached. Further, said qualifications shall not be arbitratable under the grievance section of this contract. Provided the procedure outlined in this section has been followed, the administration shall have sole final determination of the qualifications necessary for each vacant position.
- e.** The administration agrees to publish the current qualifications of each job position and to provide the Association with a copy of each. During the trial period, employees will receive the rate of pay for the job they are performing.

## **7. Transfers**

- a.** If an employee is transferred to a supervisory position under the Employer, not included in the bargaining unit, and is thereafter, within a period of forty-five (45) working days transferred again to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred.
- b.** Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement, except that they shall not be in effect while the individual is working in the supervisory position. Employees transferred to a supervisory position under the Employer not included in the unit for periods longer than forty-five (45) working days shall not accumulate additional seniority while working in such position and may only return to a position in the unit as a new hire.

## **8. Temporary Assignments**

- a.** Temporary assignments, for the purpose of filling prolonged vacancies of employees who are on leaves of absence, will be granted upon request to the senior employee who meets the requirements for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.
- b.** If an employee is required to work in a higher classification for 50% or more in one shift, they shall receive the pay for the higher classification for the entire scheduled work day. To be eligible, the person must be performing work normally a part of the higher classification, not just an extension of their normal duties.

# **ARTICLE XII: WORKING CONDITIONS**

## **A. Working Hours**

### **1. CM/FS Employees**

- a.** The normal work week for all employees in the elementary, middle School and high School is Monday through Friday. This shall not restrict the scheduling of a Friday p.m. shift which extends into Saturday a.m. or a Sunday p.m. shift which extends into Monday a.m. in any building. Because of the flexible nature of scheduling

at Woodville and the auditorium, the employer retains the option of scheduling changes from week to week as long as at least two weeks prior notice is given.

- b.** All CM/FS employees working six (6) hours or more per day shall have a total of forty-five (45) minutes for breaks for each scheduled work day. These shall be distributed evenly throughout the work day. Employees working less than six (6) hours per day shall have one fifteen (15) minute break per work day. The employee's immediate supervisor shall be responsible to schedule break time. Said break(s) will not occur within one (1) hour of the starting and ending time of the employee's scheduled work time except at the discretion of the supervisor.
- c.** An employee may make a request of his/her regular supervisor to have his/her normal work hours adjusted on occasion for family or other responsibilities. No permanent change will be authorized except by the Superintendent or his/her designee.

## **2. Transportation Employees**

- a.** Drivers must report to their buses fifteen (15) minutes prior to the scheduled departure of their run to complete pre-trip checks and vehicle warm-up. This time will be used for pre-trip checks and vehicle warm-up. During inclement weather, the time for pre-trip checks and vehicle warm-up may, at the option of the Transportation Supervisor, be increased.
- b.** Drivers must be at their pick-up five (5) minutes prior to dismissal of students unless extenuating circumstances make this impossible.
- c.** Except in case of an emergency, all bus drivers must notify the Transportation Supervisor at least one (1) hour in advance if he/she is unable to drive.

## **B. Overtime Provisions**

- 1. CM/FS Employees** - Time and one-half will be paid to employees for work performed under the following conditions:
  - a.** Time and one-half shall be paid for all hours worked over forty (40) hours worked in one week, not including sick, vacation, personal business, or other leave time. Overtime assignments shall be allotted by seniority as set forth herein.

- b.** A minimum of one and one-half hours at time and one-half will be paid to an employee called out for overtime duty.
- c.** When general custodial/maintenance overtime becomes necessary, and it is not a continuation of an employee's daily work schedule, the Employer shall:

Contact employees at work within the building affected and offer the overtime to them first. If those employees refuse the overtime, the Employer will go first to the general overtime list. If those employees refuse the overtime, the Employer may then obtain a substitute.

In the high School/auditorium complex on Saturday or Sunday, use of high School facilities by non-School, for profit, groups shall necessitate a custodian assigned specifically for the use of the high School. For all other groups on Saturday or Sunday, a custodian may be assigned as necessary to clean any utilized areas of the high School building prior to subsequent student use.

The general overtime list shall be compiled on a voluntary basis from the bargaining unit on July 1st of each year, and shall operate on a rotating basis. Refusal to work when called shall also cause the employee to rotate on the list.

When general overtime becomes necessary, and it is not a continuation of an employee's daily work schedule, the Employer will go to the general overtime list first and may obtain a substitute if necessary. The general overtime list for food service will be compiled on a voluntary basis, and shall be administered on a District-wide rotation basis. Refusal to work when called shall also cause the employee to rotate on the list.

**2. Transportation Employees** - Time and one-half will be paid to employees for all work in accordance with the following:

- a.** Time and one-half will be paid for all hours over forty (40) in one week, not including sick, personal business, or other leave time.
- b.** Overtime pay is 1.5 times the applicable rate.
- c.** Each employee will be limited to seventy (70) hours of overtime.

1. To facilitate employee and District planning, fall, winter, and spring sports will be bid as a unit prior to the beginning of each sport season. Employees bidding on a unit may exceed the overtime cap established above as a result of the bidding and awarding of this type of unit bid. Should a driver reach the cap during a sports season the remainder of that unit will be posted as an individual special. Representatives of the Association and the Board of Education agree to meet at the conclusion of each sports season to review the implementation of this section.
- d. The District shall post in the transportation office each pay day the total accumulation of overtime for each driver. No driver shall exceed the maximum number of overtime hours allowed in c., above, unless the Transportation Supervisor requests that capped drivers bid on an available run. Drivers who bid specials which put him/her over the cap, shall have that excess deducted from his/her cap figure for the succeeding year.
- e. Employees who submit a letter of retirement to the Board and upon Board approval of such retirement shall be able to accumulate up to one hundred twenty (120) hours of overtime for up to three (3) years prior to retirement.

**C. Work Performed by Supervisors**

1. Supervisory employees shall not be permitted to perform work within the bargaining unit, except in cases of an emergency arising out of an unforeseen circumstance which calls for immediate attention and the instruction or training of employees, including demonstrating the proper method to accomplish an assigned task.

Additionally, the Employer agrees that it will not subcontract work in which it has the proper manpower, equipment capacity and ability to perform in an economic manner with regular employees.

**D. Substitutes**

1. **CM/FS Employees** - The Board shall use its discretion in obtaining substitutes to perform work normally done by a member of the bargaining unit during instances of absence by regular employees or when an unfilled temporary vacancy exists.

A substitute shall only perform the work in a position that remains after regular employees in that building and on that shift have been shifted to perform the work of an absent employee. Shifting food service employees shall be as follows: Assistant cook to head cook, most senior helper to assistant cook. In cases where both the head cook and assistant cook are absent, the most senior cook's helper will be moved to the head cook's position.

The Employer shall provide substitutes as required by the absence of regular employees; however, substitutes shall not be placed to perform the work of an absent regular employee until other employees at work within the building have been offered the work.

**2. Transportation Employees** - The sub list shall be developed as follows:

- a.** All drivers shall be called by seniority.
  - 1.** Any driver not scheduled to drive will be called for any available run, by seniority, when possible and practical.
  - 2.** High School "pick up" and "take home" runs and elementary "pick up" and "take home" runs shall be assigned by seniority as one (1) unit when filled on a daily substitute basis. All other runs shall be assigned separately to the most senior available driver. Substitutes assigned to cover a unit will continue to drive that unit until the return of the regular driver or the end of the week, whichever comes first.
  - 3.** All extra work will be assigned by seniority and ability at the discretion of the Transportation Supervisor.
- b.** If a senior driver is not called, they will be paid for the run. The dispatcher's notes will be sufficient evidence of the attempt to call the driver.
- c.** If a driver becomes unavailable at any time during the week, it is their responsibility to notify the Employer. Substitutes must routinely be available to drive at least eighty percent (80%) of the regularly scheduled unit runs to maintain substitute status. Any substitute not so available will be removed from the seniority list at the conclusion of a semester. Any substitute who does not work at least seventy-five percent (75%) of the runs for which they are contacted, will be moved of the bottom of the substitute list at the conclusion of a semester. The Transportation Secretary and/or

Supervisor will assign substitutes according to seniority as soon as reasonably possible after notice of intended absence from the employee.

- E.** Care of the Schools' property is the responsibility of all employees. Disciplining and punishment of a student is the responsibility of the professionally trained staff. In the event inappropriate behavior or disturbances occur which may result in injury to another person or damage to property, members of the Union are expected to take only such action as any reasonable and prudent adult would take. It is understood that a reasonable and prudent adult would not attempt to use physical force in jeopardy to himself/herself and would only use physical force to protect himself/herself or another person.
- F. Discipline**

All student discipline problems shall be channeled through the Transportation Supervisor.
- G.** The Employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employees assigned work area. The Employer or his designated representative shall take reasonable steps to relieve the employee of responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations.
- H.** Regular drivers and subs of the E.M.I., E.I. and P.O.H.I. runs may be required to attend classes annually for the physically and mentally impaired as a prerequisite for driving the physically and mentally impaired.
- I.** Upon mutual agreement between the Transportation Supervisor, the Association, and the driver involved that a driver change is appropriate; a change in drivers shall be proposed. Such a change in drivers on an established run shall not be made until after a meeting on the proposed change between the Transportation Supervisor, the Transportation Steward of the Association, and the drivers involved.
- J.** The District shall provide at least two (2) copies of the "Beginning School Bus Drivers Curriculum Manual." The manuals shall be available to drivers in the transportation office. The District shall provide up to four (4), one (1) hour, mandatory, paid, in-services each School year related to topics in the manual or other relevant transportation safety issues.
- K.** The Employer shall provide the present level (September 1994) of rest areas, lounges and restrooms for employee use.

## **L. Building Checks**

- 1.** The Head Custodian or other designated employee may be required to perform a building check on Saturdays, Sundays and holidays in which event the employee shall be expected to perform same. The purpose of these checks is to be sure the building is secure, that there has been no vandalism, that boilers and other mechanical equipment are functioning, and similar checks. In the event there is a problem needing immediate attention, the custodian is to take necessary action to correct the situation. If assistance is needed, he/she should call the principal, assistant principal, business manager, or the superintendent, in that order, for approval for the time required.
- 2.** In compensation for the time required, the employee is to receive one hour of released time for each required check. The supervisor and the employee shall mutually decide whether compensatory time or overtime will be used to provide for building checks. This time is non-cumulative. If a problem arises that needs immediate attention that requires more than one hour to correct, the employee, at his option, may request double time for the actual time at the job site instead of the one hour of compensatory time. If the time is estimated to exceed one hour, the employee should call (1) principal, (2) assistant principal, (3) business manager, or (4) superintendent, in that order, for approval for the time required.
- 3.** Mileage will be paid to the employee according to the current School District rate. This mileage is to be computed round trip from the employee's home to the School for each required trip. The employee shall submit, not more frequently than every one (1) month and not less frequently than three (3) months, requests for reimbursement. These are to be submitted to the Superintendent's office. They must state the date of each trip and the number of miles for each trip. They must be signed by the employee and by the immediate supervisor.

## **L. Job Descriptions**

- 1.** Job descriptions shall be drawn up by the employee's supervisor pertaining to the hours worked and job expectations.

These shall be presented to the affected employees as soon as possible.



## **ARTICLE XIII: LEAVES**

### **A. Leaves Without Pay**

1. Leaves of absence as described below in Section B shall be granted to employees, without pay, for a period not to exceed one (1) year or a period of time equal to the employee's accrued seniority, whichever is less. Such leaves, with the exception of maternity or illness, shall be requested of the Employer, in writing, at least one (1) month prior to the requested effective date of the leave, except in extenuating circumstances.

### **B. Types of Leaves Without Pay**

1. To serve any elected or appointed public or union position.
2. Physical or mental illness or injury which is certified by the attending physician (M.D. or D.O.). However, the Board may require verification by an M.D. or D.O. of its choice, in which event the Board agrees to pay the fee.
3. Prolonged illness in the immediate family, when requested by the attending physician. (M.D. or D.O.)
4. Educational leave to improve custodial, maintenance, food service or transportation skills.
5. Child Care Leave. An application for a child care leave of absence must be made in writing to the Employer and shall identify dates the leave shall begin and end. Nothing herein shall limit the use of sick leave days for disability due to pregnancy or related illnesses.
6. Other requests as approved by the Employer.
7. An employee shall not be able to secure a leave of absence and hold his/her seniority position while seeking new employment.

**C.** All leaves may be extended upon request and agreement of Employer.

**D.** Accumulated seniority shall not be lost as a result of an approved leave. Seniority shall continue to accrue on any paid and/or unpaid sick leave, Worker's Compensation or paid Union position.

- E.** The employee shall be reinstated at the termination of his/her leave. If no job is available, the employee with the lowest seniority in the returning employee's classification shall be reclassified or laid off. Drivers shall be returned to their bid run. In the event that their bid run has been eliminated, they will be returned to a substantially equivalent position.
- F.** During the duration of an approved leave of absence, up to ninety (90) working days, the transportation supervisor shall assign the most senior available drivers to cover the runs involved. Regular and substitute drivers are eligible to substitute. The most senior available driver is assigned the run for the duration of the leave.

**G. Conditions of Unpaid Leaves**

Unless otherwise indicated, the following conditions shall apply for leaves:

- a.** Requests for leaves shall be in writing.
  - b.** All leaves shall be limited to one (1) year or less unless otherwise specified.
  - c.** Salary increments shall not accrue while on leave.
  - d.** Sick leave days shall not accrue while on leave, but unused leave days held at the start of the leave shall be reinstated upon return from leave.
  - e.** All fringe benefits paid by the Board will cease at the commencement of the unpaid leave, but the employee may, at his/her option, continue such benefits for one (1) year at his/her expense.
  - f.** In order to facilitate planning an efficient operation of the School, employees on leave must notify the Board in writing at least thirty (30) days prior to the date of their intent to return to work. Failure to notify shall be deemed conclusive evidence of resignation.
- H.** Upon written notification from the doctor, early return by the employee will be granted. The employee will be allowed to return to his/her assignment.

**I. Individual Sick Leave**

Sick leave shall accrue at one half (1/2) day per month based on a twelve month year. Employees must work more than half of his/her regularly scheduled days during the month to earn sick time allocations.

1. Sick leave days may be used for personal illness or disability of the employee.
2. Critical or serious illness in the immediate family. Sick leave is not to be used for routine family illness but rather is reserved for serious illness of an immediate family member, usually requiring doctor's attention, and requiring the employee's presence. While there is no specific limit on these days, each situation will be judged on its own merit and the employee should be in communication with his/her principal or immediate supervisor regarding each absence. The Union and the Board agree that normal usage of these days would generally not require more than ten (10) paid work days. The immediate supervisor and/or superintendent may approve additional paid sick leave days in the event of a catastrophic illness or injury or extenuating circumstances not to exceed thirty (30) total paid work days per family member per year. The employee may request a further extension of sick day use from the Board, or may choose to go on an unpaid leave at any time, not to exceed the balance of that semester plus one additional semester. The Board will continue to pay fringe benefits for the duration of the leave.
3. Day shift employees using sick leave must call an assigned telephone number at least one (1) hour before their regular shift starts, all other employees must call at least three (3) hours before their regular reporting time. Article XIII shall control for Transportation workers. Failure to give such notification will result in loss of pay for the day. Further failure to call will result in written reprimand and would be justified reason for termination of employment.

#### **J. Sick Leave Bank**

In addition to the individual sick leave granted in this section, a sick leave bank shall be established by the Board for custodial/maintenance employees not eligible for Long Term Disability under the Board-paid MESSA PAK. This bank shall consist of three (3) days per employee multiplied by the number of F.T.E. employees in the custodial/maintenance classification. Regulations governing the use of this bank shall be as follows:

1. Whenever possible, requests for sick leave bank days must be made in writing and accompanied by medical verification.
2. The individual must exhaust all of his/her sick leave days before being eligible to apply for sick leave bank days. A minimum of two (2) consecutive work days of being sick and unable to work must lapse after expiration of sick leave days before being eligible to draw from the sick

leave bank. This lapse is repeated each time there is a request for use of the sick leave bank. The two (2) day period may be waived for subsequent leave requests for the same illness or incident.

3. The Board must be notified in writing by the Union as to the number of days granted from this bank to each individual employee. The Union must keep reasonable records which are subject to review by the Board.
4. Reasons for use of sick bank days in this section shall be identical to reasons for use of days in this section.
5. To be eligible to draw from this bank, the employee must have worked a minimum of six (6) of the consecutive months they were established to work.
6. The maximum number of days which an employee may draw from this bank is ninety (90) working days.

**K. Other Conditions Governing Sick Leave**

1. "Immediate family" is defined as: parents, parents-in-law, grandparents, grandchildren, spouse, children, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step children or step parents, foster children or foster parents, aunt, uncle, cousin or a person en loco parentis.
2. An employee, while on sick leave, shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, with the exception of accrual of sick and vacation days, and will be construed as days worked specifically. A doctor's statement may be required after two (2) days continued absence.
3. When there is cause to suspect an employee is abusing sick leave, the Superintendent, upon advance notification to the employee, may require verification of future absences. If within ninety (90) days following notification there is no further cause to suspect abuse of sick leave, verification of future absences will no longer be required.
4. Upon the recommendation of the Superintendent, the Board may at its own expense require an employee to submit to a physical or mental examination by approved specialists to determine whether an involuntary sick leave is warranted.

5. An employee whose personal illness extends beyond his/her accumulated sick leave shall be granted a leave of absence of up to one (1) year, without pay, for such time as is necessary for complete recovery from such illness, provided that the application for said leave is made at least five (5) days before it is to become effective and provided that the length of time is specified. If further time is necessary, it may be granted by the Board provided the conditions of the original application are met.
6. The employee may use all or any portion of such sick leave to recover from personal illness or disability which shall include childbirth and complication of pregnancy. Childbirth and pregnancy complications will require medical verification that the employee is unable to work.

#### **L. Bereavement Leave**

1. An employee shall be allowed three (3) working days not to be deducted from sick leave for death in the immediate family. If additional time is needed, upon request by the employee, the Employer may grant additional time to be deducted from sick leave. Employees may use personal business days as funeral leave for the purpose of attending the funeral of a personal friend or relative as defined in P.5. of this Article.
2. Notification of leave for funeral or death of a person is expected as soon as practicable to the immediate supervisor.

#### **M. Jury Service**

1. An employee called for jury duty during working hours shall be paid the difference between the jury duty and the employee's regular daily wages. The District shall pay the employee his/her full salary. The employee must reimburse the District the amount of compensation received from jury duty, excluding travel and other expenses, within ten (10) days of receipt of same. This is not to exceed the regular bid runs for the day.
2. **Other Appearances**  
Leave of absence with pay not charged against leave time shall be granted for court appearances as a witness in an incident connected with an employee's employment or whenever the employee is subpoenaed to attend any court proceedings related to his/her employment, or the School, providing there is no proven criminal act or gross negligence on the part of the employee. If the employee received court pay, the employee must reimburse the District the amount of compensation received from said court or agency within ten (10) days of receipt of

same. Any employee suing the District for any reason shall not be compensated for time missed due to court appearances regarding same.

**N. Attendance at Conferences**

1. Should the Employer require an employee to attend a conference, the employee's expenses shall be reimbursed by the Board according to the policies of the Board.

**O. Worker's Compensation**

1. Leave allowances for employees injured while working for the Western School District and thus becoming eligible for Workmen's Compensation benefits shall be as follows:
2. Accumulated sick leave days and/or vacation time shall, on an optional basis to the employee, be made available to the injured employee during the period he/she is unable to work as a result of an accident.
3. If the employee chooses the option of using sick leave days, his/her Workmen's Compensation benefits shall be supplemented by School funds to give the employee the equivalent of his/her regular daily rate. The employee's sick leave would be charged with a proportionate amount of time lost, based on the ratio of the School funds used to make the employee's regular daily rate.
4. Any employee on Workman's Compensation in excess of 120 days may, upon written request of the employee and authorized release by a Worker's Compensation qualified physician be returned to work for the least senior employee in the appropriate category providing he/she has sufficient seniority for such position. The District also has the option of placing the employee in any other vacant position in that category to minimize disruption to members of the bargaining unit and to facilitate the smooth operation of the District.

**P. Personal Business**

1. One (1) day of personal business leave with pay may be used by each employee yearly. Personal business means an activity that requires the employee's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session. No reason need be given in the request for the day. Application for a personal business day must be submitted in writing to the principal or immediate supervisor. Except in an emergency, application must be made

at least three (3) school days in advance of the day requested and the principal or immediate supervisor shall approve or disapprove in writing no less than two (2) school days in advance of the day requested.

Application made two (2) weeks or more prior to requested leave day shall be answered in writing within five (5) school days of submission of application. Unused personal business time will be rolled into sick leave accumulation.

- 2.** An Employee is expected to consider the job paramount and of first concern and use personal leave only for purposes of handling personal affairs which normally cannot be transacted on weekends or after School hours. Personal leave is provided as a fringe benefit to the employee to care for own personal and/or family urgent needs and other emergencies that require absence from work.
- 3.** Personal leave cannot be used for any business venture, employment or source of income, or optional requests or activities. It is not for casual or indiscriminate use.
- 4.** Reasonable use of personal business leave shall include:
  - a.** Funerals (other than those provided for in Article XIII, Section K, Subsection 6.) including immediate family.
  - b.** Income tax audit only. Not to be used for tax preparation.
  - c.** Wedding participant.
  - d.** Settlement of estates.
  - e.** Graduation ceremony in immediate family.
  - f.** Failure of personal transportation, commercial or public carriers to provide expected services or the official closing of highways (maximum one day).
  - g.** Legal business appointments that cannot be scheduled outside of regular working hours. Verification may be required.
  - h.** Counseling, enrolling or college credit check for self, which cannot be scheduled outside of regular working hours.
  - i.** Participation in own child's activities (limit one- half day).

- j. Closing on a house, court appearance, religious holidays, family illness of a non-critical nature.
  - k. Additional days for reasons beyond this list may be granted at the discretion of the appropriate administrator.
5. Immediate family shall be defined to include: parents, parents-in-law, grandparents, grandchildren, spouse, children, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step- children or step-parents, foster children or foster parents, aunt, uncle, cousins or a person en loco parentis.
  6. Up to two (2) days without pay may be granted by the superintendent. These days will not be charged against the individual's personal leave and may not be used preceding or following a vacation period or holiday.
  7. Personal business days shall be taken in half (1/2) day increments. Those drivers with an odd number of runs of five (5) or more shall be allowed to take personal business in one (1) run increments twice during the work year to be used during their kindergarten run only.

**ARTICLE XIV: HOLIDAYS AND VACATIONS**

**A. Holidays**

1. Holidays with pay shall be granted for the following days when; (1) they fall within an employee's work year, (2) there is no student attendance, (3) the employee has worked the normal workday preceding and following the holiday unless on an approved leave of absence or approved day off.

<u>Custodians</u>	<u>Transportation</u>	<u>Maintenance</u>	<u>Food Service</u>
*Good Friday	New Year's Day	New Year's Day	New Year's Day
	Martin Luther King Day	*Good Friday	Martin Luther King Day
	*Good Friday	Memorial Day	*Good Friday
	Memorial Day	July Fourth	Memorial Day
	Thanksgiving Day	Labor Day	Thanksgiving Day
	Friday after Thanksgiving Day	Thanksgiving Day	Friday after
	Christmas Eve Day	Friday after	Thanksgiving Day
	Christmas Day	Thanksgiving	Christmas Eve Day
	New Year's Eve Day	Day	Christmas Day
		Christmas Eve Day	New Year's Eve Day
		Christmas Day	
		New Year's Eve Day	



February Monday if observed in school calendar (for Transportation, Maintenance and Food Service).

\*Good Friday, may be used for required student attendance purposes. If used for required attendance purposes, employees will work no longer than 1/2 day or a proportional amount of their regularly scheduled shifts with no additional compensation. Substitute drivers are not eligible for holiday pay.

- a.** If a sub driver is assigned to a run for five (5) consecutive days prior to the holiday, he/she will be paid for the holiday.
- B.** Employees shall be paid at their regular rate for the number of hours they would have worked if the day had been a normally scheduled work day. Whenever one of the above holiday's falls while an employee is on paid leave, the holiday will not be charged against the employee's accumulated sick leave or vacation and will be considered as time worked.
- C.** Unless School is in session, whenever any of the above holidays shall fall on Saturday, the preceding Friday shall be observed as the holiday and if the holiday falls on Sunday, the following Monday shall be observed as the holiday.
- D.** Whenever the holiday falls on Saturday and the School is in session on the preceding Friday, the employee shall be paid holiday pay for that Saturday. Whenever the holiday falls on Sunday and the School is in session the following Monday, the employee shall be paid holiday pay for that Sunday.
- E.** In the event School is in session on the day which was to be celebrated as a holiday, the parties agree to meet and negotiate on a mutually agreed upon date for the holiday to be celebrated.
- F.** If a holiday falls on an employee's regularly scheduled day off, the employee who is eligible for the holiday shall be paid holiday pay for that day commensurate with the hours he/she is regularly scheduled to work.
- G. Vacations** (not applicable to transportation employees)
  - 1. Advance requests for vacation are to be submitted by May 15 of each year. Thereafter, for those employees who have not submitted their requests for vacation by that date, the applications must be made at least two (2) weeks prior to the dates desired. Employees' vacations will be granted at such times during the year as are suitable considering the

wishes of the employee and the efficient operation of the School District. Ordinarily, vacations are to be taken at a time School is not in session.

Up to fifty (50) days, total in the unit, of vacation may be taken throughout the year by full-time, year-around custodian employees -- including during the regularly scheduled School year. No employee may use more than five (5) days of this time and no more than two (2) employees in this unit may be gone at any time. Maintenance employees may schedule more than five (5) days off, however, only one (1) maintenance employee may be gone at a time.

Further, the Board of Education will provide paid substitutes thirty-five (35) of the fifty (50) days specified. The remaining fifteen (15) days must be able to be covered by an already regularly scheduled employee working his/her regular shift or through a mutually agreed-upon trade approved by the appropriate administrator. Such trade shall be limited to three (3) days maximum. These days shall be requested two (2) weeks in advance. No more than two (2) employees may use these days at the same time.

All employees shall work the week prior to the opening of School. All employees shall work an equivalent week during the Winter (December) Holiday. That week will be determined by building principal unless an alternative schedule is approved by that building principal.

Twelve (12) month employees may accumulate up to five (5) days comp time by substituting for absent employees without pay. These comp time days may be used during the School year and must be used during the fiscal year. These days shall be requested two (2) weeks in advance. No more than one (1) employee may use these days at the same time.

- 2.** A vacation schedule calendar will be established by the Employer in an effort to minimize the effect of vacations on the School program and the efficient operation of the School District.
- 3.** In the event of conflict concerning vacation requests, senior employees will have first choice; however, advance requests shall prevail over requests submitted after May 15.
- 4.** Vacations, once established, may be changed or modified by an employee on written request. However, such change cannot effect another employee's schedule or create an adverse effect on the School program.

5. Twelve (12) month employees shall be eligible for vacation in accordance with the following schedule:
  - a. During the first year through the fourth (4<sup>th</sup>) year of employment, the employee shall receive five (5) days of vacation.
  - b. During the fifth through fourteenth (14) year of employment, the employee shall receive ten (10) days of vacation.
  - c. During the fifteenth through nineteenth year of employment, the employee shall receive fifteen (15) days of vacation.
  - d. During the twentieth and subsequent years of employment, the employee shall receive twenty (20) days of vacation.
6. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
7. If an employee becomes ill and is under the care of a physician prior to beginning a scheduled vacation, the necessary absence will be charged to any accumulated sick leave and the vacation rescheduled.
8. By August 15<sup>th</sup>, if an employee's vacation account contains more than fifteen (15) equivalent work days time, the employer may assign vacation time up to the difference between the employee's account and the ten (10) day equivalent. The employer will consult with the affected employee regarding his/her wishes, but the employer will retain the right to make the final determination.
9. If an employee is laid off or retires, he/she will receive any unused vacation days including that accrued in the current anniversary year. Any employee who discontinues his/her service does not forfeit his/her right to earn vacation benefits which have been credited as of the common anniversary date of July 1.
10. Rate during vacation: Employees on vacation will be paid their current rate based on their average regularly scheduled days and will receive credit for any benefits provided for in this Agreement.

## **ARTICLE XV: COMPENSATION**

- A. Rates of pay for all employees covered by this Agreement are set forth in Appendices A and C.

1. Any changes the employer makes on employee time cards will be discussed with the employee.

**B. Act of God Days.**

When the Schools are closed to students due to an Act of God, employees in the food service shall not be required to report to their job assignments and shall be paid for the first two (2) occurrences. When school delays become school cancellations, Food Service employees will be paid their hourly rate for the time they are at work.

Employees who are scheduled to work on days when the School is closed because of an Act of God are to report to work and will be paid only for time worked. The Board will allow an employee who desires his/her entire daily compensation to report for work at an earlier or later time and complete his/her total daily hours to receive full pay for that day without loss of wage. An employee who is scheduled to cover an activity will be allowed to split his/her hours on these Act of God days to accommodate the activity.

If the governor declares an emergency and orders all but emergency vehicles off the highways, or if the Board on its own, declares that roads are absolutely impassable for the entire shift, employees who are scheduled to work shall receive full pay for the time they were scheduled to work.

Should the Employer extend the School year in order to meet the requirement under the law for "State Aid," the employees shall be expected to work the additional rescheduled student instruction days without additional pay for the first two (2) days.

**C. Act of God Days (For Transportation Employees)**

If school is canceled after 6:15 a.m. and the driver has reported to work, that driver shall receive their a.m. hourly pay provided the canceled day is rescheduled.

- D.** When one or more, but not all of the Schools in the District are dismissed because of emergencies (example; no heat, water, sewer, etc.) or the drivers are called in for an unscheduled event, the drivers called in to transport students home and/or passengers as directed, will be paid a minimum of two (2) hours.

**E. Retirement**

**Retirement provision:** In recognition of services to the School District, a retirement leave payment based upon the employee's last annual pay (as defined

by their last available W-2 statement) shall be paid to the employee upon retirement, provided said employee has been employed by the District for at least ten (10) years. To be eligible for this retirement payment, the employee must present evidence that he/she is eligible to begin receiving benefits from the Michigan Public School Employees Retirement Fund within three (3) months after retiring from the Western Schools.

The Board shall be responsible for the following stipends:

**Years of Service**

Over 25	10%
23-25	12%
19-22	14%
15-18	16%
10-14	10%

These percentages shall become effective with the 1994-95 School year and current employees shall be "grandfathered" in the following manner. Employees with more than ten (10) years of service currently may choose a number of years with which to be credited for retirement purposes under this provision effective January 31, 1995. This provision shall not pertain to any employee hired after November 8, 2007.

**F. Insurance**

**1. MESSA PAK (Food Service)**

The Employer shall provide, without cost, to employees working thirty-five (35) hours or more per week, the following MESSA PAK for the bargaining unit member and his/her eligible dependents as defined by MESSA. Benefits will be provided for a full twelve (12) month period.

**PAK A**

**MESSA Choices II**

\$100 / \$200 In Network Deductible  
 \$250 / \$500 Out of Network Deductible  
 \$10 / \$20 Prescription not reimbursed  
 \$10 / \$25 / \$50; OV, UC, ER

**L.T.D:** 60%, \$2,500 w/ 90  
 Calendar Day Modified Fill  
 Freeze on offsets  
 Drug & alcohol 2 yr. limit  
 Mental/nervous same as any  
 other illness

**PAK B**

**No Health Care**

**L.T.D:** 60%, \$2,500 w/90  
 Calendar Day Modified Fill  
 Freeze on offsets  
 Drug & alcohol 2 yr. limit  
 Mental/nervous same as  
 any other illness

**Life Insurance:** \$10,000 AD&D

**Dental:** 80, 80, 80, 80  
\$1,000 annual max.  
\$ 800 lifetime max  
orthodontics

**Vision:** VSP 1

**Life Insurance:** \$20,000 AD&D

**Dental:** 80, 80, 80, 80  
\$1,000 annual max.  
\$ 800 lifetime max  
orthodontics

**Vision:** VSP 2

## MESSA CHOICES II

### 2. MESSA PAK (Custodial/Maintenance)

Health rate capped at the 2009-2010: single subscriber - \$652.53;  
2 person - \$1,311.43 and full family - \$1,443.22 rate.

The Employer shall provide, without cost, to employees working thirty-five (35) hours or more per week, the following MESSA PAK for the bargaining unit member and his/her eligible dependents as defined by MESSA. Benefits will be provided for a full twelve (12) month period.

#### **PAK A** **MESSA Choices II**

\$100 / \$200 In Network Deductible  
\$250 / \$500 Out of Network Deductible

#### **Rx Saver**

\$20 / \$25 / \$50; OV, UC, ER

**L.T.D:** 60%, \$2,500 w/ 90  
Calendar Day Modified Fill  
Freeze on offsets  
Drug & alcohol 2 yr. limit  
Mental/nervous same as any  
other illness

**Life Insurance:** \$10,000 AD&D

**Dental:** 80, 80, 80, 80  
\$1,000 annual max.  
\$ 800 lifetime max  
orthodontics

**Vision:** VSP 1

#### **PAK B** **No Health Care**

**L.T.D:** 60%, \$2,500 w/90  
Calendar Day Modified Fill  
Freeze on offsets  
Drug & alcohol 2 yr. limit  
Mental/nervous same as  
any other illness

**Life Insurance:** \$20,000 AD&D

**Dental:** 80, 80, 80, 80  
\$1,000 annual max.  
\$ 800 lifetime max  
orthodontics

**Vision:** VSP 2

For those employees working 30 to 34 hours, the Employer will provide seventy-five percent (75%) of the cost of either A or B of the PAK.

For those employees working 21 to 29 hours, the Employer will provide fifty percent (50%) of the cost of either A or B of the PAK.

Those employees working twenty hours will have the health (Choices II) and/or Dental. The Board will provide fifty percent (50%) of the cost. Those employees working less than 20 hours may purchase, at their own cost, health (Choices II) and/or Dental.

**3. For Transportation Employees.** The Western School District agrees to provide vision care benefits of a VSP1 (single plan) for all employees. The Western School District agrees to provide MESSA Choices II: \$100 / \$200 In-Network deductible, \$250 / \$500 Out-Of-Network deductible, Rx SAVER \$20 – 25 – 50 OV UC ER. Prescription Plan on the employee only at the following rate:

<b>Hours</b>	<b>District Contribution Rate</b>	<b>Single Subscriber Cap</b>
Less than four (4) hours per day	50%	\$265.61
Four (4) or more hours per day	90%	\$478.10

Employee responsible for all costs above premium cap through payroll deduction.

- a. Hours are considered to be daily bid hours including driving/holding time, pre-trip, and "additional" with a driver's status being determined as of September 30 of each year.
- b. Any driver who does not elect for the hospitalization will receive \$10,000 Term Life Insurance and Delta Dental EO-4. The Dental insurance will be prorated according to the health insurance proration.

**4.** The Board will pay its normal portion of the premium for the first two (2) months of an employee's approved leave of absence due to illness, injury, or maternity.

5. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups.
6. The Board shall be responsible for providing applications for the above mentioned programs. It shall be the responsibility of the employee not previously covered to complete the application for such insurance within the time limits prescribed by the insurance carrier or forfeit his/her rights until the next open enrollment period. The Board's liability is limited to the payment of the premiums.
7. In the event that an employee has exhausted paid sick days, is on any leave described in this Agreement, is on Worker's Compensation, laid off or terminated he/she may continue his/her coverage, at the employee's cost, through the District's plan to the extent permitted by the carrier.
8. Employees who must drive their personal vehicles between two (2) or more job sites shall be eligible, upon application, for mileage at the IRS approved rate.

## **ARTICLE XVI: MISCELLANEOUS**

### **A. Health Exam**

1. The Board reserves the right to require a physical or psychiatric examination by a health care professional mutually agreed upon. In such cases, the Board will pay any costs not covered by insurance.
2. The Western School District will pay for physicals required of drivers at the school's doctor. A driver who opts for their own physician for a required physical shall be reimbursed in full providing the doctor is approved by the School District. The Board will pay for T.B. tests or any other charges that are required by the Board of drivers at the school's doctor.
3. Drivers shall submit proof of annual health exam by the first day of school.

### **B. Safety Committee**

1. A safety committee of employees and Employer representatives is hereby established. This committee will include at least the Steward and a member of the bargaining unit, and at least two (2) Employer representatives. This committee shall meet at the request of either party.



### **C. Rates for New Jobs**

- 1.** When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer's representative will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the rate is proper, it shall be subject to negotiation.

- D.** If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- E.** The provisions of the Agreement, and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.

- F.** When major kitchen equipment, i.e. stoves, ovens, dishwashers, steamers, mixers, cookers is used after the normal workday for banquets or other related School permitted activities, at least one (1) food service employee shall be on duty. Employees may volunteer their services when working their rotation. Employees may also trade rotation assignment if mutually agreeable to both employees. Employees not accepting their assignment from the seniority list will rotate to the bottom of the list for purposes of this section. This section shall not apply when the kitchen and equipment are used by any School or School-related Booster group or other group raising money for School activities. Those groups must fill out a post-use checklist designed to ensure that the kitchen and serving area are reasonably ready for subsequent student use. Food service overtime, custodial overtime, charge-backs to groups or denial of future use may be utilized to ensure clean and tidy working conditions for employees.

### **G. Temporary Employees**

- 1.** Current Western H.S. students or graduates seeking a college degree may be employed as temporary employees. However, in no case will the period of employment of those temporary employees exceed sixty-five (65) working days. It is understood and agreed that the provisions in the Agreement, entered into between the parties, do not apply to these temporary employees. Temporary employees shall not be used during the time of layoff or while members of this bargaining unit are working reduced hours. In the event a temporary employee is promoted to a permanent position, his/her time worked as a temporary employee since

his/her last date of hire, and during which there has been no break in employment, should count towards establishing his/her seniority date.

- H. The Employer agrees to provide to each employee a copy of this Agreement. The cost of producing this Agreement shall be equally shared by the Employer and the Union.

## **ARTICLE XVII: GRIEVANCE PROCEDURE**

- A. A grievance is herein defined as a claim by an employee, or the Union, that there has been a violation, misinterpretation or misapplication of a specific article and/or section of this Agreement which may be processed as a grievance as hereinafter provided.

The Employer will answer in writing any alleged violation of this Agreement presented to it in writing by the Union.

- B. Any employee having a grievance in connection with this Agreement shall present it to the Employer as follows:

### **STEP 1.**

- a. If an employee feels he/she has a grievance, he/she may discuss the grievance with the Steward.
- b. The employee or the Steward must discuss the grievance with the immediate supervisor.
- c. If the matter is thereby not disposed of within ten (10) School business days of the alleged incident, it will be submitted in written form by the employee or the Steward to the immediate supervisor. Any Union grievance shall be signed by the president of the Union.

Written grievances shall contain the following:

1. It shall be signed by the grievant or grievants.
2. It shall specify the article that was allegedly violated.
3. It shall contain a synopsis of the facts giving rise to the allegation.
4. It shall contain the date of the alleged violation.
5. It shall specify the relief requested.

- d. The immediate supervisor shall answer the grievance in writing within ten (10) School business days.

## **STEP 2.**

- a. If the grievance has not been settled, it shall be presented in writing by the employee or the Union Representative to the Superintendent or his/her designated representative within ten (10) School business days after the supervisor's response is received or due.
- b. Upon receipt of the written grievance, the Superintendent or his/her designated representative shall within the ten (10) School business days set a time and place for a hearing on the grievance with the aggrieved employee and/or his/her Union Representative who may represent him/her in the hearing if the employee so chooses.
- c. The Superintendent or his/her designated representative shall respond to the grievant and the Chief Steward in writing within ten (10) School business days after the hearing.

## **STEP 3.**

If the grievance remains unsettled, it shall be presented by the grievant or Union Representative, in writing, to the Board of Education within ten (10) School business days after response to Step 2 is made. The Board, or a committee thereof, shall hold a hearing to hear both sides of the issue. A staff representative on behalf of the Union may attend if the Board or committee thereof is notified prior to the meeting. The Board, or committee thereof, may invite others who can contribute to the solution of the grievance, to the hearing. The Board shall render a decision on the grievance, and present it to the Union President within thirty (30) calendar days after the date it was referred to the Board of Education.

(NOTE: While the employee may pursue a grievance without the direct intervention of the Union, the Union shall be informed of any grievance and its resolution prior to its implementation.)

## **STEP 4.**

If the decision of the Board is not satisfactory to the Union, the grievance may be submitted to arbitration within twenty-one (21) calendar days after the decision of the Board is rendered. The Arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. Neither party

shall knowingly withhold evidence pertinent to this case during the normal grievance procedure and later present such in arbitration hearings. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of an arbitrator shall be equally shared by the parties.

By mutual agreement, expedited arbitration may be used in Step 4 of the grievance procedure using the rules established by the American Arbitration Association for expedited arbitration.

## **ARTICLE XVIII: TRANSPORTATION DEPARTMENT**

### **A. Definitions and Standards**

- 1.** A secondary / elementary pickup and delivery of children shall be bid individually.
  - a.** Any time students are transported to a school outside the District, it shall be considered a run.
  - b.** Runs are subject to minor route changes, if necessary, as long as there are no monetary changes. This shall not apply to special education runs.
- 2.** A "regular double run" shall consist of a double pick-up or delivery of children along an established route before or after school. The secondary and elementary routes may or may not be the same.
- 3.** A "transfer" is the delivery of students between schools preceding or following a single or double run, kindergarten or Career Center runs. A transfer may include up to three (3) stops to increase the efficiency and safety of transporting students. In no way will these stops eliminate single runs.
- 4.** Runs and transfers will not exceed the recommended load capacity of the bus manufacturer and the Michigan Department of Education except in cases of emergency.
- 5.** "Related education" is transportation of students to attend educational programs outside of the Western School District. Normally these students do not require the special attention of those described in Section B, Paragraph 5 of this Article.

## **B. Regular Driver Status**

- 1.** The bidding of all regular runs shall be governed by seniority. Any driver who has achieved "regular driver status" by a previous bid, shall have the right to bid on regular runs before a substitute, regardless of the substitute's seniority. Regular driver status is defined as any driver who has successfully bid on at least one (1) regular run, not including temporary runs.
- 2.** **Runs** All available runs will be bid no later than two (2) weeks prior to the beginning of the School year. All drivers who attend this bid meeting, or check out their buses prior to the first day of School, shall be considered to have Labor Day fall within their work year. Drivers who check out their buses and drive their regular A.M. and/or kindergarten routes will be compensated at the rate of pay for that route.
  - a.** Once bidding has been completed, no changes in bid runs will be made without mutual agreement with the Association
- 3.** **Kindergarten Runs** Drivers may bid only one kindergarten run. Any student not yet entering first grade is a kindergarten student.
  - a.** There will be no doubling on kindergarten runs unless subs are not available.
- 4.** Drivers of the physically, mentally, and emotionally impaired students who need special care, assistance, and attention shall be bid as a unit and the bidder shall be approved by the Transportation Supervisor. Drivers of the physically, mentally and emotionally impaired students may not bid on a special that conflicts with their regularly scheduled run. The restriction against bidding on specials may be lifted by the Transportation Supervisor if he/she deems it appropriate, based on the number and type of special transportation needs of the students on the bus. If the restriction is lifted, the special ed hourly premium pay will be removed as well.
- 5.** **Extra Runs** All extra runs must be bid by 2:30 p.m. two days prior to the date of the scheduled run. (Weekends, holidays, and vacations excluded). If a driver bids more than one run, he or she may identify first, second, and third choices. Drivers who are awarded a bid may not trade trips with another driver. A driver who gives up an awarded bid, except for an emergency as approved by the Transportation Supervisor, will be ineligible to bid on specials for ten (10) working days that School is in session. If a run is not posted, drivers must be contacted according to seniority when possible and practical.

- a.** If a special has been canceled after it has been bid and secured by the senior driver, the driver having secured the special shall have first choice as to whether they can take the special on the rescheduled date. If the scheduled driver cannot take the special, it shall be reposted.
- b.** When an extra bid run comes in late and a driver has an extra run secured on that date, the driver may rebid with consideration toward the late run, based on seniority.
- c.** If the bid sheet is exhausted, drivers will be contacted according to seniority when possible.

### **C. Compensation**

- 1.** Drivers will be paid consistent with the pay scale found in Appendix C and other relevant sections of this agreement.
- 2.** All runs shall be paid from the time they leave the bus yard until they return to the bus yard. In addition, drivers shall be paid for non driving duties including pre-trip, post-trip, fueling and cleaning but not to exceed more than one (1) hour total per day unless approved by the transportation supervisor.
- 3.** Sub drivers will be paid for a minimum of one (1) hour work per day for each day worked.
- 4.** Drivers with previous experience driving for the Western School District will be rated on the following schedule:
  - a.** Full credit for experience up to three (3) years.
  - b.** More than three (3) years experience the driver will be placed on the third year of pay scale.
- 5.** Drivers with School bus driving experience out of Western School District may be given up to three (3) years experience on the pay scale.
- 6. a.** Drivers will be reimbursed by the District for their chauffeurs/CDL license. If requested in a timely manner, they will be provided with a check prior to the application process.

- b.** Any probationary driver who is terminated shall reimburse the Western School District for the unused portion of their chauffeurs/CDL license
- 7.** Drivers will be paid for attending bus School. Pay for bus School will be issued in a timely manner providing documentation of attendance is provided the Transportation Supervisor.
- 8.** Holding Time - When the secondary or elementary Schools dismiss early and the other Schools dismiss at the regular time, each driver will be paid for the extra holding time. When School is delayed all drivers scheduled to drive will be paid holding time per hour or fraction thereof for the delay.
- 9. Extra Bid Runs**
  - a.** All extra bid runs shall be paid at the rate of, with a one and one-half (1 ½) hour minimum, \$12.00 per hour for 2005-2006, \$12.25 for 2006-2007.
  - b.** Any trip over 125 miles one way which is scheduled to return after 9:00 p.m. shall have one (1) additional driver. All trips over 200 miles one way shall have one (1) additional driver. This driver will serve as the back-up or relief driver for all buses making the trip. The relief driver will be paid consistent with paragraph a., above.
  - c.** All extra bid runs when approved by the Transportation Supervisor shall have one-half (1/2) hours pay allowed per trip for waiting and for cleaning the bus. Cleaning time is paid time, so an employee may not bid and/or be awarded another special which begins during this time.
  - d.** All extra bid runs canceled within two (2) hours prior to the scheduled run the driver will be paid the minimum rate. This will be waived when an Act of God forces cancellation within the two (2) hour limit unless either driver was forced to make a special trip to the School. Under the above conditions the extra bid run driver will not lose the base pay for his or her regularly scheduled run.
  - e.** Overnight trips shall be paid at the trip rate up to sixteen (16) hours/calendar day. In addition, they shall be reimbursed for meals and separate lodging upon submission of receipts or other satisfactory evidence of payment. There will be an extra driver on all overnight trips exceeding two hundred (200) miles one (1) way

and all shall be paid accordingly. The bid sheet for overnight trips shall come down one (1) week prior to departure.

- f. When a driver is assigned to a special which overlaps their regular run, the driver will be paid for their regular run or the amount specified for the special, whichever is the greater. This does not include any extra special on which a driver had bid.
- g. **Drug Testing.** The Employer is required to implement alcohol and drug testing of bargaining unit members covered by the Omnibus Transportation Employee Testing Act of 1991 any driver failing a drug test will be immediately terminated from employment.

The District agrees to maintain strict confidentiality of test results relative to substances identified in the Act and any other substances discovered as a result of mandated testing.

- 10. Drivers are compensated for attendance at monthly driver meetings. Except in case of emergency approved by the Transportation Supervisor, failure to attend will be treated as an unexcused absence and will result in the docking of pay. Monthly driver meeting times and dates will be established at the beginning of the School year and posted. Five (5) working days' notice will be required for any additional meetings, except in emergency situation.
- 11. Current drivers wishing to be new driver trainers shall apply to the Transportation supervisor. The Supervisor has sole authority over the selection of driver trainers. Trainers will be assigned to new driver trainees on a rotating basis.

#### **D. Trips**

- 1. The duties of the bus driver are to drive the bus. All trips, excluding specials within the District, will have at least one (1) chaperone per bus and no chaperoning will be expected on the part of the driver. Due to extenuating circumstances, if no chaperone is available the Transportation Supervisor will be informed, prior to the trip, and have final say if one is needed.
  - a. If no chaperone is available and the Transportation Supervisor is not available, and the person in charge of the activity determines that no chaperone is necessary, the bus driver will make the run.



2. A trip other than a normal run, exceeding fifteen (15) miles one way, shall not exceed the bus load capacity. Every passenger must have a seat.
3. The chaperone will be totally responsible for the students from the time they board the bus at the School until the students depart the bus at the School upon completion of the said trip.
4. In the event a trip does not return at the designated time and the driver cannot make his or her regular run, said driver will be paid for said run if determined the driver is not at fault.
5. A major credit card will accompany a bus when the trip requires additional fuel and/or services and must be returned to the Transportation Supervisor upon completion of the trip with all receipts.
6. Drivers shall be required to stay at the trip location for the duration of the trip, except for a one (1) hour meal break on trips that are over four (4) hours long.

**E. Sports, Spectator and Extra Runs**

1. Non-School bus vehicles such as vans or station wagons may be used by a licensed staff member who elects to transport small groups of students to extra-curricular or co-curricular activities provided the group transported shall be no larger than the seating capacity of the vehicle. If no licensed staff member or volunteer is available, a School bus driver may be used. If more than one District-owned, non-School bus vehicle is needed to transport students, the trip must first be offered to a School bus driver at the rate of \$9.75 per hour of actual driving time, plus lodging and meals. Provisions relating to overnight trips and additional drivers as found elsewhere in this Agreement do not apply to trips taken under this section of the Agreement.

**F. Retirement Service Credit**

The parties agree that employee service credit to be reported to the Michigan Public Employees Retirement System shall be based on actual hours worked.

**ARTICLE XIX: DURATION OF AGREEMENT**

**TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect until June 30, 2011.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed on the day and year first above written.

**JACKSON COUNTY EDUCATION  
ASSOCIATION/WESTERN  
EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION**

**WESTERN SCHOOL DISTRICT  
BOARD OF EDUCATION**

By: \_\_\_\_\_  
JCEA President

By: \_\_\_\_\_  
Board of Education President

By: \_\_\_\_\_  
WESPA President

By: \_\_\_\_\_  
District Superintendent

By: \_\_\_\_\_  
Chief Negotiator

By: \_\_\_\_\_  
Chief Negotiator

Signatures on file.

# APPENDIX A

## WAGE SCHEDULE 2010 – 2011 0% / STEP FREEZE

### CUSTODIAL / MAINTENANCE / FOOD SERVICE / TRANSPORTATION

#### **Classification I - Maintenance**

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	14th	20th
15.22	15.54	15.87	16.29	16.72	17.17	17.51	17.80	17.96	18.11	18.33

#### **Classification II – Maintenance II & Groundskeeper (Includes Head Custodians)**

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	14th	20th
14.69	15.01	15.33	15.76	16.18	16.68	16.86	17.14	17.26	17.46	17.62

#### **Classification III – Head Custodians)**

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	14th	20th
14.69	15.01	15.33	15.76	16.18	16.68	16.86	17.14	17.26	17.46	17.62

#### **Classification IV – Shift Custodians**

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	14th	20th
13.94	14.26	14.57	14.90	15.31	15.80	16.05	16.36	16.51	16.68	16.84

#### **Classification V – Head Cook**

Start	6 Mo.	1st Yr.	2nd Yr.	3rd Yr.	4th Yr.	5th Yr.	6th Yr.	7th Yr.
12.83	13.15	13.89	14.30	14.30	14.60	14.60	14.60	14.91

#### **Classification VI – Assistant Cook**

Start	6 Mo.	1st Yr.	2nd Yr.	3rd Yr.	4th Yr.	5th Yr.	6th Yr.	7th Yr.
12.48	12.74	13.50	13.91	13.91	14.22	14.22	14.22	14.51

#### **Classification VII – Helpers and Servers**

Start	6 Mo.	1st Yr.	2nd Yr.	3rd Yr.	4th Yr.	5th Yr.	6th Yr.	7th Yr.
10.00	10.00	10.36	10.36	10.36	10.58	10.58	10.58	10.81

\*\*\* Cooks will be paid at Assistant Cook rate for banquets.

#### **Classification – Transportation**

	START	1 YEAR	2 YEAR
Regular Runs, Kindergarten Runs and Career Center Runs	15.97	16.67	18.52
Substitute rate (for those in Association)	\$15.00		

- \* Snow day, in-service meetings and classes, required attendance at special conferences pertaining to student discipline: \$10.97.
- \*\* Drivers of special Education runs shall be paid their regular rate, plus \$0.35 per hour.

**In General**

1. School year employees will receive pays commensurate with the length of the school year.
2. The Groundskeeper/Custodian will be paid at the higher rate during the time he/she is a Groundskeeper and will be compensated at the appropriate hourly rate during the time he/she serves as a custodian.

**APPENDIX B**  
**SPECIALIST CATEGORIES**

The Administration may post up to three "specialist" categories each year. These categories would be open to any member of the Union. They would require special skills, responsibilities or supervision not normally a part of the job description. The posting would identify the special knowledge and skills required, the special responsibilities, and/or the scope of the supervision. Supervisory responsibilities are program related and not meant for assignment, evaluation, or disciplining of other employees in the bargaining unit.

The specialists would need to be "on call" for emergencies. Up to four (4) hours, per week above the normal work week may be required for this "special" category which would not be subject to overtime.

The stipend for this "special" category would be \$3,000 (three thousand dollars) per year. While the category normally would be on an annual basis and continue in force, there may be circumstances which would create such a category for less than a year.

## **APPENDIX B**

### **SAMPLE POSTING**

The following position is available to any member of the bargaining unit.

#### **SPECIALIST POSITION - HEATING SYSTEM**

##### **A. Knowledge and Skills**

1. Thorough working knowledge of boilers and distribution system for heating of all buildings.
2. Able to make repairs on the heating system to keep them operating efficiently.

##### **B. Responsibilities**

1. See that all heating systems are operating the way they are designed to operate.
2. See that the heating systems are properly maintained.
3. Ordering repair parts and assisting in securing outside contractors.
4. Monitoring heating systems on weekend, or other times when a system may be giving problems and no custodian is on duty.

##### **C. Supervision**

1. Supervises and trains head custodians in routine operation of heating system.

## **APPENDIX B**

### **SAMPLE POSTING**

#### **SPECIALIST POSITION - PHYSICAL PLANT**

##### **A. Knowledge and Skills**

1. Working knowledge and skills required for Maintenance I Classification.
2. A high knowledge and skills required for custodial care of a complex School building like the high School.

##### **B. Responsibilities**

1. Consulting with High School Administrators in developing daily, weekly, monthly and long range plans for the care of the high School.
2. Developing schedules for custodial care of high School, including after School, weekend and summer use of high School building.
3. Assist in the analysis and ordering of custodial supplies.

##### **C. Supervision/Training**

1. Trains custodians in care of physical plant.
2. Supervises after School custodial care of high School.

**LETTER OF AGREEMENT**

**between the**

**WESTERN SCHOOL DISTRICT**

**and the**

**WESTERN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

It is agreed by both parties that for all employees who work a total of eight (8) hours per day, regardless of their splitting of shifts or job classifications during that eight (8) hour day, will qualify for full insurance coverage as provided for in Article XV, F. of the Master Agreement.

This agreement does not apply to Transportation employees due to the insurance eligibility requirements they must meet.

\_\_\_\_\_  
WESPA Representative

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**LETTER OF AGREEMENT**

**between the**

**WESTERN SCHOOL DISTRICT**

**and the**

**WESTERN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

To remain within the federal commercial drivers' license limitations, the parties agree to reduce paid trip time to the maximum time per day allowed by law through the use of "off-duty", unpaid down time whenever a trip as designed would be in violation. Drivers will be charged overtime against the overtime cap only for paid time. This same regulation will apply to overnight trips as specified in Article XVIII.

\_\_\_\_\_  
WESPA Representative

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT**

**Between**

**WESTERN SCHOOL DISTRICT**

**And**

**WESTERN CFMT ESP**

The parties hereby agree that "head custodian" shall no longer be a classification, however, current head custodians shall be grandpersoned in their positions. These grandpersoned head custodians shall be paid at the Class II, rate, at appropriate step. Grandpersoned head custodians shall have the ability to transfer into vacated first shift head custodian positions in other buildings by seniority.

**For the District**

**For the Association**

\_\_\_\_\_  
John Dardzinski

\_\_\_\_\_  
Mike Richards

**LETTER OF AGREEMENT**

**between the**

**WESTERN SCHOOL DISTRICT**

**And**

**WESTERN EDUCATIONAL SUPPORT**

**PERSONNEL ASSOCIATION**

**The parties hereby agree to the following:**

1. If an employee moves to another classification within the unit, the member retains his/her bid rights in the classification from which he/she left. That seniority is frozen and he/she then earns seniority in the classification in which they are working.
2. The employee may exercise his/her bidding rights per Article XI of the 1999-2002 Master Agreement.

---

Marcy Hartung, MEA Uniserv  
For the Association

---

John Dardzinski, Superintendent  
For the District

**LETTER OF AGREEMENT**

**between the**

**WESTERN SCHOOL DISTRICT**

**And**

**WESTERN EDUCATIONAL SUPPORT**

**PERSONNEL ASSOCIATION**

**RE: Subbing For Regular Bid Runs**

The parties hereby agree to the following:

In the event that a driver is called to substitute for a regular bid run and the driver is on a trip, must attend a funeral of a member of his/her immediate family, or has a personal court appearance, or personal business day, the absence will be considered excused,.

\_\_\_\_\_  
Marcy Hartung, MEA Uniserv  
For the Association

\_\_\_\_\_  
John Dardzinski, Superintendent  
For the District

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mike Richards, WESPA President  
For the Association

Dated: \_\_\_\_\_

**LETTER OF AGREEMENT**  
**between the**  
**WESTERN SCHOOL DISTRICT**  
**and**  
**WESTERN EDUCATIONAL SUPPORT**  
**PERSONNEL ASSOCIATION**

In the event of a late trip, the following procedure shall be as follows:

1. **Twenty-four (24) Hour Posting:**

- a. Date & time late trip was called into Transportation Department will be posted on bid sheet.

2. **Same-Day Posting:**

When trip is called in for the same day, the dispatcher will radio the drivers in order of seniority.

- a. Drivers are required to give a response at that time.
- b. If drivers are on a trip out of radio range, it will be considered a missed call (as if a driver wasn't at home or by the phone).
- c. If a driver that has secured a previous extra trip wishes to take the late extra trip, the driver(s) that had signed bid sheets for that run will be called for the trip. In the event that no drivers that bid that trip want it, drivers will be contacted by seniority for the trip, with no penalty for capped hours.

\_\_\_\_\_  
Marcy Hartung, MEA Uniserv  
For the Association

\_\_\_\_\_  
John Dardzinski, Superintendent  
For the District

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mike Richards, WESPA President  
For the Association

Dated: \_\_\_\_\_

**LETTER OF AGREEMENT**

**between the**

**WESTERN SCHOOL DISTRICT**

**And**

**WESTERN EDUCATIONAL SUPPORT**

**PERSONNEL ASSOCIATION**

Due to a change in the structure of the wage schedule for the custodial/maintenance employees, it has become necessary to adjust the placement of certain individuals on that new wage schedule.

It is agreed by both parties that the placement of the following individuals on the wage schedule of the 2002-2003 Master Agreement, and the subsequent movement along that schedule, shall be as follows:

<b>NAME</b>	<b>PLACEMENT LEVEL</b>	<b>MOVE TO LEVEL</b>	<b>DATE</b>
Larry Gerth	Level 8 to	Level 9 on	6/24/10

\_\_\_\_\_  
Mike Richards, WESPA President  
For the Association

\_\_\_\_\_  
John Dardzinski, Superintendent  
For the District

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Letter of Agreement  
Between  
Western School District  
And Western Educational Support Personnel Association**

During the course of the 2010-2011 negotiations the parties agreed to the following provisions in regard to the custodians in WESPA.

1. The parties agree to a plan to not replace custodial employees who terminate, retire or resign from the District with employees who are not employed by the District. Replacements will be hired through a private company.
2. The Association releases the District from the following provisions in the Collective Bargaining Agreement as it relates to the custodians:
  - A. Article X: Seniority, Layoff & Recall**
    1. A. Probation
    2. I. Recall from Layoff
  - B. Article XI: Vacancies & Transfers**
    1. A. Vacancy 1, 2, 4 and 5
3. The parties agree that the custodians may use their seniority to move into the vacated positions created by the three retirements announced in June of 2010. (Larry Towns, Steve Stilson, Bob Martin) as long as the result is no increase in costs to the District.
4. If the District chooses to hire custodians, this Letter Of Agreement shall become null and void and the terms and conditions of the Collective Bargaining Agreement shall be in full force and effect.

For the Association

For the District

\_\_\_\_\_  
Marcy Hartung  
MEA UniServ Director

\_\_\_\_\_  
Craig Raetz  
Director of Operations

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Letter of Agreement**  
**Between**  
**Western School District**  
**And Western Educational Support Personnel Association**

During the course of the 2010 – 2011 negotiations, it was agreed upon that custodians would take ten (10) furlough days in the summer of 2010.

These days will be taken on Fridays from July 2, 2010 – September 3, 2010.

This is for the 2010 – 2011 school year only and will expire June 30, 2011.

**For the Association**

**For the District**

\_\_\_\_\_  
Marcy Hartung  
MEA UniServ Director

\_\_\_\_\_  
Craig Raetz  
Director of Operations

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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