

# ***CONTRACTUAL AGREEMENT***

**Byron Center Education Association  
*SUPPORT PERSONNEL  
MEA/NEA***

**and the  
Board of Education  
Byron Center Public Schools**

**2011 ~ 2012**



**Byron Center Public Schools**

*"Opening the Doors of Tomorrow for Students Today"*

# INDEX

Article/Topic	Page
Master Agreement .....	1
Witnesseth	
I Recognition .....	1
A. Bargaining Unit Defined .....	1
B. Exclusivity and Grievances .....	1
C. Agency Shop .....	1
1. Dues Assessment.....	1
2. Authorization .....	2
3. Deduction.....	2
4. Save Harmless .....	2
II Employee Rights .....	3
A. Information .....	3
B. Use of Facilities .....	3
C. Conducting Association Business .....	3
D. Use of Equipment.....	3
E. Board Policies .....	3
F. Board Minutes .....	3
III Board Rights and Responsibilities.....	4
A. Source of Rights.....	4
B. Specific Rights .....	4
C. Limits on Board Rights .....	5
IV. Compensation .....	6
A. Basic Compensation.....	6
B. Overtime .....	6
1. Time and One-half.....	6
2. Comp Time .....	6
C. Temporary Assignments.....	6
D. Paydays .....	7
E. Longevity.....	7
F. Clothing Allowance .....	7
1. Custodians.....	7
2. Food Service.....	7
3. Required Use.....	7
4. Uniforms .....	7
G. Severance Pay.....	8
H. Mileage .....	8
I. Tools .....	8
J. Cellular Phone Reimbursement.....	8
K. Insurance Protection.....	8
1. MESSA Choices II/Vision/Dental .....	8
2. MESSA Prescription Coverage.....	9
3. Option #1 .....	9
4. Delta Dental .....	9
5. Vision Insurance .....	9
6. Long Distance Disability Insurance.....	10
7. Term Life Insurance.....	10
8. Information.....	10
9. Cost .....	10
10. Death of a Member .....	10

L.	Step Advancement .....	10
M.	Certification/Premium .....	10
V.	Working Hours, Loads and Assignment	
A.	Work Schedule .....	11
B.	Work Day/Work Week .....	11
C.	Breaks.....	11
D.	Overtime Rotation.....	11
E.	Lunch/Dinner .....	11
F.	Inclement Weather .....	11
G.	Shift Premiums .....	12
H.	Split Shift.....	12
I.	Call In.....	12
J.	Breakfast Program.....	12
K.	Catering .....	12
VI.	Vacations.....	14
A.	Benefits .....	14
B.	Scheduling of Vacations for Custodial/Maintenance.....	14
VII.	Holidays.....	16
A.	Twelve Month Employees .....	16
B.	Restrictions .....	16
C.	Clarification.....	16
VIII.	Vacancies and Transfers.....	17
A.	Vacancy Defined .....	17
B.	Job Description .....	17
C.	Postings.....	17
D.	Applications .....	17
E.	Written Responses.....	17
F.	Filling Vacancies .....	17
G.	Trial Periods .....	18
H.	Involuntary Transfers .....	18
IX.	Leave Pay.....	19
A.	Personal/Family Illness .....	19
1.	Rate and Accumulation .....	19
2.	When Credited .....	19
3.	Less than Full Year .....	19
4.	Use of Days.....	19
5.	Proof of Illness .....	19
6.	Exchange Sick Days for Personal Day.....	19
B.	Personal Leave .....	19
C.	Policy for Absences Other than Personal or Family.....	20
1.	Bereavement Leave.....	20
2.	Bereavement Leave – Other.....	21
3.	Workers Compensation.....	21
4.	Jury Duty.....	22
5.	Conference .....	22
D.	Unpaid Leave .....	23
E.	Association Leave Time .....	23
X.	Evaluation and Discipline .....	24
A.	Observations .....	24
B.	Evaluators .....	24
C.	Written Evaluations .....	24
D.	Conference.....	24
E.	Probationary Period.....	25

F.	Termination .....	25
G.	Access to Files .....	25
H.	Content of Files .....	25
I.	Discipline .....	25
XI.	Protection of Employees .....	26
A.	Assault .....	27
B.	Complaint .....	26
C.	Time Lost .....	26
D.	Reasonable Care .....	26
XII.	Negotiation Procedures.....	27
A.	Other Issues.....	27
B.	Timelines.....	27
C.	Reopener.....	27
XIII.	Grievance Procedure .....	28
A.	Definition .....	28
B.	Exclusions .....	28
C.	Written Grievances .....	28
Step 1 .....	28	
Step 2.....	28	
Step 3.....	29	
XIV.	Miscellaneous Provisions .....	30
A.	Absence/Substitutes .....	30
B.	Copies of the Agreement .....	30
C.	Contrary to Law .....	30
D.	Food Service Employees .....	30
XV.	Reduction in Personnel, Layoff and Recall .....	31
A.	Layoff Procedure .....	31
B.	Notice of Layoff/Hours Reduction .....	31
C.	Bumping (Excluding Custodial/Maintenance) .....	31
1.	Reduction of Hours .....	31
2.	Position Elimination .....	32
D.	Bumping for Custodial/Maintenance .....	32
E.	Classification Category Defined .....	33
F.	Recall Procedure.....	33
G.	Seniority .....	33
H.	Accrued Benefits .....	34
I.	Right to Refuse Recall .....	34
XVI.	Continuity of Operations.....	35
XVII.	Duration of Agreement/Signature Page .....	36
Appendix A –	Salary Schedules .....	37
Appendix B –	Grievance Forms .....	39
Appendix C –	Uniform Compensation Details .....	41
Calendar.....		42

# MASTER AGREEMENT

This Agreement entered into on July 1, 2011 by and between the Board of Education of the Byron Center Public Schools, Byron Center, Michigan, hereinafter called the "Board" and Kent County Education Association/MEA/NEA, operating through its local affiliate, Byron Center Educational Support Personnel Association, hereinafter called the "Association".

## WITNESSETH

WHEREAS the Board has a statutory obligation, pursuant to the Public Employment Relations Act 379 of the Michigan Public Acts of 1965, to bargain in good faith with the Association as the representative of its Custodial/Maintenance, Building Administrative Assistants and Food Service personnel with respect to hours, wages, terms and conditions of employment, and WHEREAS the parties, following extended and deliberate professional negotiations have reached certain understandings, it is hereby agreed as follows:

## ARTICLE I RECOGNITION

### A. **Bargaining Unit Defined**

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all full and regularly scheduled part time custodial, maintenance, mechanics, grounds employees, building administrative assistants, food service personnel but excluding Director and all others. The term employee, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in bargaining or negotiation unit as above defined.

### B. **Exclusivity and Grievances**

The Board agrees not to negotiate with any competitive organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

### C. **Agency Shop**

#### 1. **Dues Assessment**

Within thirty days of the beginning of their employment hereunder, employees may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association including the National Education Association and the Michigan Education Association.

**2. Authorization**

Association members shall sign and deliver to the Board of Education an assignment authorizing deduction of membership dues and assessments of the Association, including the National and Michigan Education Associations, and such authorizations shall continue in effect from year to year unless revoked, in writing, between August 1 and the succeeding August 31. Non-members shall pay the Association a service fee in an amount not to exceed the amount of dues uniformly required of Association members.

**3. Deduction**

If a bargaining unit member does not pay the appropriate amount of dues or service fees to the Association, upon written notification by the Association the Employer shall deduct that amount from the bargaining unit member's wages as authorized under MCLA 408.477 and remit same to the Association.

**4. Save Harmless**

In the event of any action against the Board 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 Board gives timely notice of such action to the Association; and
- b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available to both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article, but does not include any liability for unemployment compensation. If at any time the save harmless provision is declared unenforceable or void, Article 1, paragraph C shall be declared nugatory.

## **ARTICLE II EMPLOYEE RIGHTS**

### **A. Information**

The Board agrees to furnish to the Association, in response to a written request, available public information concerning the financial resources of the District, tentative budgetary requirements and allocation, and such other non-privileged information relevant to collective bargaining and handling and processing of grievances. The Association shall reimburse the Board for reasonable expenses incurred in furnishing information or making records available when special requests are made.

### **B. Use of Facilities**

The Association and its members shall have the right to use school building facilities at all reasonable hours for Association meetings. No employee shall be prevented from wearing insignia, pins other identification of membership in the Association either on or off school premises. Bulletin boards, school mail and other established media of communication shall be made available to the Association and its members, provided that the appropriate request is made to the person responsible for scheduling, and provided it does not conflict with the duties of the employee.

### **C. Conducting Association Business**

Duly authorized representatives of the Association shall be permitted to transact local Association business on school property at reasonable times provided that this shall not interfere with the duties of the employees or interrupt normal school operations.

### **D. Use of Equipment**

The Association shall have the right to use school facilities and equipment including typewriters, duplicating equipment, calculating machines, and all types of audio visual, equipment, at reasonable times when such equipment is not otherwise in use, for the purpose of coordinating Association business. The local Association shall pay for the reasonable cost of all materials and supplies incident to use.

### **E. Board Policies**

The Board shall inform the Association of any new personnel policies or any changes in such policies.

### **F. Board Minutes**

A copy of Board minutes will be given to the president of the Association.

## **ARTICLE III BOARD RIGHTS AND RESPONSIBILITIES**

### **A. Source of Rights**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, but not in conflict with the conditions of this Agreement, the right to:

### **B. Specific Rights**

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the employer.
2. Continue its rights and past practices of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing.
3. Direct the working forces, including the right to hire, promote, suspend and discharge employees for just cause, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off and recall employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine employee qualifications and the conditions of continued employment.
7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.



10. Determine the size of the management organization, its functions, authority, amount of supervision.

**C. Limits on Board Rights**

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by terms of this Agreement.

## **ARTICLE IV COMPENSATION**

### **A. Basic Compensation**

The basic compensation of each employee shall be set forth in Appendix "A".

2011/2012

- I. 0.0% increase in wages; however all staff will receive his/her designated step increase.

### **B. Overtime**

The following shall apply to all overtime worked:

1. Time and one-half (1-1/2) will be paid for any hours worked over forty (40) hours worked per week, and for hours worked on Saturdays and Sundays (Unless these days are part of a regularly scheduled work-week). Double time will be paid for any hours worked on holidays.
2. Compensatory time off in accordance with the law may be given if mutually agreeable between the Superintendent or his/her designee and the employee.

### **CompTime**

Comp time will be available in lieu of the base hourly rate. Scheduling of comp time will be done in each building or program.

1. Comp time must be approved by the building or program administrator before worked.
2. Comp time must be approved by the building or program administrator before it can be taken.
3. Comp time must be taken by the end of the school year that it was worked.
4. Comp time will be taken at the rate of 1.5 hours for each hour worked.
5. when scheduling comp time, employees shall follow the procedure as set forth in article IX, B2 (scheduling of personal leave.)

### **C. Temporary Assignments**

Any employee temporarily assigned to assume the duties of another employee in a higher paid classification, or receiving a premium, for a period of four (4) consecutive hours or more shall receive the rate of pay in the higher classification, or shall receive the premium, at their step. Should the rate of pay be lower, the employee will receive his/her regular rate of pay.

**D. Paydays**

Payday shall be every two (2) weeks for the previous weeks of work based upon time cards/sheets approved by the Director.

**E. Longevity:**

Longevity shall be paid in one lump sum at the end of each school year:

after ten (10) years	\$100
after fifteen (15) years	\$200
after twenty (20) years	\$300

**F. Clothing Allowance**

**1. Custodians**

Full-time custodians will be entitled to \$120.00 uniform allowance per year (July 1 - June 30). Part-time custodians are entitled to \$60.00 uniform allowance per year (July 1 - June 30). Grounds persons and maintenance/mechanics are entitled to \$120.00 uniform allowance per year (July 1 - June 30). Receipt of purchase is necessary for reimbursement.

**2. Food Service**

All Food Service employees that are full time benefitted will be entitled to \$120.00 uniform allowance per year (July 1 - June 30). Part-time food service employees are entitled to \$60.00 uniform allowance per year (July 1 - June 30). Receipt of purchase is necessary for reimbursement. Receipts must be turned in by May 1.

**3. Required Use**

Uniforms must be worn by all employees receiving clothing allowance during regular working hours. If the employee does not wear a uniform, the allowance will be forfeited either in present year or in the next year.

**4. Uniforms**

The uniform (clothing) allowance is for pants, shirt or smock, shoes and overshoes, boots, coats and snow pants when used in the performance of the job.

- a. Food Service – Black pants and common color shirts to be determined by building.
- b. Custodian/Maintanance – As per Committee Report

***\*See Appendix “C” for specific details on what is acceptable***

**G. Severance Pay**

Upon retirement from the system at the retirement age specified by the current state law governing retirement and pensions, an employee will be entitled to one-half his/her accumulated sick leave at his/her current rate of pay, not to exceed \$2,000.00.

**H. Mileage**

Employees using their own vehicles at the request of the district shall receive the established I.R.S. rate per mile.

**I. Tools**

When employee owned tools are required as a condition of employment, the employer shall replace at no cost to the employee, tools that are worn out, broken or stolen on the job through no negligence of the employee. Up to a \$300.00 tool allowance will be available per maintenance employee when tools are required as a condition of employment. Pre-approval and receipt of purchase are required and reimbursement will be scheduled twice a year.

**J. Cellular Phone Reimbursement**

The district may pay one-half the district basic coverage rate, up to \$25.00 per month, of approved cell phone supplier of one day custodian per building and one night custodian per building or until a communication system is modified by mutual agreement of the parties. Effective July 1, 2004.

**K. Insurance Protection**

1. MESSA Choices II/Vision/Dental

The Board will provide MESSA Choices II PPO, at a cost of 10% of the full cost of the insurance to the school to members. The Association agreed to move to a 200/400 in network deductible or \$250/\$500 Out of network deductible and a \$10.00 office visit/\$25 urgent care/\$50 emergency room co-pay option and a 10/20 prescription card. This insurance will be for the entire family and eligible dependents including sponsored dependents by MESSA Choices II or Limited Medicare. Supplemental premiums shall be paid on behalf of the bargaining unit member, spouse and/or dependents eligible for Medicare, including sponsored dependents.

a. Vision Plan – The Board shall provide VSP III vision insurance for each member taking Medicare coverage and his/her family and sponsored dependents.

b. Dental Plan – The Board shall provide Delta Dental 100/90/90/80 insurance for each member taking medical coverage and his/her family and sponsored dependents.

**\* For new employees and part time employees moving to full time, the Board will start premium payments on the first of the month after the employee starts in the full time position.**

3. The MESSA prescription coverage will be a 10/20 co-pay plan provided by messa.

- a. \$15,000 per year will be placed in a “high risk pool” by the district
- b. Employees will be responsible for the first \$400.00 of co-pay per insured per year
- c. Employees will be reimbursed for co-pays that exceed the \$400.00 annual amount
- d. The high risk pool will not cover ingredient cost of prescriptions

4. Option #1

Bargaining unit members not electing health insurance coverage shall select, at the individual employee’s choice, one of the following options:

a. Cash Option

Notwithstanding any other provision of the contract to the contrary, the employer shall provide a cash option in lieu of health benefits. The cash amount shall be the single subscriber rate less 10% per month. The employer shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code.

b. Annuity

The amount of the cash payment received may be applied by the bargaining unit member to an MEA Financial Services Tax-Deferred Annuity. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.

All cost relating to the implementation and administration of benefits under this program shall be borne by the employer.

The Section 125 administration shall be provided by MESSA Option All. The employer shall enter into a MESSA Option All Administrative Services Contract.

5. Delta Dental

The school district shall provide Delta Dental 100/90/90/80 insurance for all full time members.

6. Vision Insurance

The school district shall provide Vision Insurance equivalent to VSP III for all full time members.

7. Long Term Disability Insurance

The school district will provide MESSA Long Term Disability insurance, Plan 1, beginning with the 120<sup>th</sup> day, to all members of the bargaining unit for the duration of this agreement with a \$5,000.00 monthly maximum.

8. Term Life Insurance

The school district shall provide \$20,000 term life insurance with AD & D for all members.

9. Information

Each employee shall provide all information necessary for the determination of coverage to be paid by the Board under the Article.

10. Cost

All such insurance coverage as specified in the Article shall be with a cost of 10% of the total cost of the insurance to the member, as defined by each section of this Article. Employees working less than full time may elect to buy insurance. All premiums will be deducted from paychecks. Only those employees who earn an amount equal to or more than a year's insurance premium are eligible to apply.

11. Death of a Member

In the event a bargaining unit member dies during the school year, providing policy permits continued dependent coverage as defined by MESSA, the employer shall continue payments of the applicable premiums for ninety (90) calendar days.

**L. Step Advancement**

Employees will advance one step on the salary schedule each July 1 regardless of their starting date.

**M. Certification/Premium**

1. All *Certified* Food Service Employees shall receive a premium of \$.25 per hour.
2. One individual in each Byron Center Public School buildings, who is assigned to count money at the end of each day, will be paid a \$.25 premium per hour.
3. An additional \$415/year will be paid to any employee required by the Board to obtain a boiler license.

## **ARTICLE V**

### **WORKING HOURS, LOADS AND ASSIGNMENTS**

**A. Work Schedule**

The normal work day schedule for all employees shall be established by the Employer based on the Employer's determination of the needs and resources of the district and may be changed from time to time as deemed necessary and appropriate by the Employer. Changes in the regular work schedule will not be made without a prior two (2) week notice except in cases of an emergency or extenuating circumstances. The District will set the Summer Schedule by May 15.

**B. Work Day/Work Week**

The normal work week for full-time Custodial/Maintenance and Building Administrative Assistant employees shall be eight (8) hours per day, five (5) days per week, Monday through Friday, unless mutually rearranged between the Employer and the Employee. ***Regular part-time employees shall be defined as employees that work less than 30 hours per week on a regularly scheduled basis.*** The normal work week for Food Service employees shall be Monday through Friday. The normal hours worked each week will vary with job category and building assignment.

**C. Breaks**

All employee's work schedules shall provide for a twenty (20) minute relief period for each five (5) hour work period. Relief and lunch period shall not run concurrently.

**D. Overtime Rotation For Custodial/Maintenance Personnel**

When the Employer determines that overtime is necessary it shall be divided among bargaining unit members within each building as follows: Overtime hours worked will be covered by the use of an "Overtime Chart" and will be offered on a rotating basis beginning with the senior employee. Overtime that is refused by a bargaining unit member will be charged on the Overtime Chart for the purpose of balancing overtime. The maintaining of the building overtime chart will be the duty of the custodian I/Building Maintenance. The Director will maintain a district-wide overtime chart using building overtime charts. Copies of the building overtime charts will be sent to the Director monthly, by the custodian I's/Building Maintenance.

**E. Lunch/Dinner**

All bargaining unit employees whose job requires five (5) or more consecutive hours in one day will be entitled to a 1/2 hour unpaid lunch period.

**F. Inclement Weather**

Each Food Service employee and Administrative Assistant will be allowed two (2) paid inclement weather days. Any snow days over two (2), which have to be made up according to state law, will be unpaid until make-up occurs. All other days shall be paid. Custodial/Maintenance Employees will be expected to report to work on such inclement weather days, unless notified otherwise.

Custodial/Maintenance employees will be paid at their regular rate of pay for those days whether required to work or not. Building Administrative Assistants may report up to one (1) hour late when school is delayed for reasons of inclement weather, provided such time is made-up.

**G. Shift Premium for Custodial/Maintenance Employees**

For purposes of Shift Differential: The First Shift is a shift starting as early as 6:00 a.m. and ending as late as 6:00 p.m. The Second Shift is a shift starting as early as 1:00 p.m. and ending as late as 1:00 a.m. The Third Shift is a shift starting as early as 10:00 p.m. and ending as late as 10:00 a.m. Additionally, a \$.10 an hour premium will be paid for the lead person(s) on second shift. Premiums will only be paid to individuals performing said duties.

**H. Split Shift**

Extended split shifts will not be assigned unless mutually agreed between the Employer and the employee.

**I. Call In**

Bargaining unit members called in to work on their off day shall be guaranteed a minimum of two (2) hours work. Custodial/Maintenance employees shall receive such pay at the overtime rate.

**J. Breakfast Program**

Food Service employees who work the Breakfast Program shall be guaranteed a minimum of two (2) hours pay time.

**K. Catering**

1. When banquets or other events requiring food service are held in a district, whenever possible, bargaining unit members shall provide the service.
2. Non-Probationary employees who are interested in catering will submit their names to the Food Service Director by September 1 of each school year. Employees who have volunteered for catering will be placed on a rotation list based on seniority. This list will be updated and posted each month. Non-Probationary employees may add their name to the catering list at any time. However, they will be charged, upon sign-up, with the averaged catering hours of the other employees on the catering list.
3. Whenever catering hours are available, the employee on the list with the least number of catering hours will be called first and so on down the list in an attempt to equalize the additional hours among the employees on the list. For the first scheduled event of each year, catering hours will be distributed on the basis of seniority.
4. If an employee on the list cannot accept catering hours, s/he will be charged with the overtime work for purposes of equalizing hours. The hours will then be offered to another employee.



5. In the event there are not sufficient employees to work the overtime, the Director will assign the work to the least senior employee on the list who has not worked the previous catering event.
6. Time and one half will be paid for any work over eight (8) hours per day or forty (40) hours per week, or for work on Saturday or Sunday. Double time will be paid for any work on holidays.
7. Should an event be cancelled with less than four (4) hours notice, the employee(s) assigned to that event will receive two (2) hours pay.
8. If possible, all preparation work for the event will be done during regular working hours.
9. The Food Service Department will furnish uniforms to be worn by the employees assigned to the event. The uniforms are the property of the District.
10. Should the Food Service Director need to deviate from the overtime chart described above to ensure appropriately trained and qualified employees are assigned to an event, the Director will first meet with the Association to discuss the rationale for such deviation.

## **ARTICLE VI VACATIONS**

### **A. Benefits**

1. Custodial/Maintenance employees working twelve (12) months per year, thirty (30) hours or more per week shall receive paid vacation time at the rate of the following on July 1:

after one (1) year ~ ten (10) days  
after five (5) years ~ fifteen (15) days  
after fifteen (15) years ~ twenty (20) days

2. Building Administrative Assistant employees shall receive paid vacation time at the rate of:

after five (5) years ~ eight (8) days  
after fifteen (15) years ~ twelve (12) days

Twelve (12) month Building Administrative Assistants shall receive vacation as outlined in number one (1) above.

3. The BCHS kitchen manager, WMS kitchen manager and Nickels Intermediate manager will receive five (5) paid vacation days that must be used on non student days.

### **B. Scheduling of vacations for custodial/ maintenance/grounds employees**

1. Vacation days only apply to full-time employees.
2. Employees may begin to request vacation days on July 1 for the year from September 1 – August 30.
3. Request will be filled on a first come first serve basis. Conflicts with requests received on the same day will be resolved based on seniority.
4. Requests must be made ten (10) days in advance for planned vacations. Exceptions may be made for emergencies as defined by the district.
5. The district will respond to the request within 5 days of receipt of the request.
6. Once a vacation day has been approved, it must be taken, unless a written request is made five (5) days prior to the vacation and is approved by the employee's direct supervisor.
7. During the school year
  - i. at least 50% of the building/department staff must be on duty.
  - ii. in buildings with more than one (1) person on a shift at least one person per shift must be on duty.
8. During non-school times at least one (1) person from each building/department must be on duty and two (2) at the high school.

9. Employees will be allowed to carry forward no more than five days of unused vacation days, provided those days are used within thirty (30) days of July 1 of the succeeding year. The superintendent may give special consideration for special circumstances. These requests must be received prior to June 15 of each year.
10. Employees who quit, retire, resign, or are laid off will have their vacation prorated.
11. Blackout periods (no vacation days can be taken)
  - I. one week prior to the start of school.
  - II. the first week of school.
  - III. parent/teacher conferences
  - IV. three (3) days per building or department as identified by the building administrator/ supervisor by July 1 of each year.

## **ARTICLE VII HOLIDAYS**

### **A. Twelve Month Employees**

The following days shall be recognized and observed as paid holidays:

- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas
- Christmas Day
- Day before New Years
- New Year's Day
- Memorial Day
- Independence Day
- Day after Independence Day - provided Day after  
Independence Day falls on Tuesday – Friday

\* Regular part-time employees will get Holiday pay at the same percentage of work day as normally scheduled, i.e. normally scheduled three hours per day, Holiday pay will be three hours.

### **B. Restrictions**

**TO RECEIVE HOLIDAY-RELATED PAY, SHOULD THE EMPLOYEE BE ON SICK LEAVE, THE EMPLOYER MAY REQUIRE MEDICAL VERIFICATION OF ILLNESS ON THE DAY OF THE ILLNESS.**

School year employees will receive holiday pay for those holidays that fall during their work period.

### **C. Clarification**

When a holiday falls on Saturday, it shall be observed on the last scheduled work day prior to the holiday. When a holiday falls on a Sunday, it shall be observed on the first scheduled work day after the holiday.

## **ARTICLE VIII VACANCIES AND TRANSFERS**

**A. Vacancy Defined**

A vacancy shall be defined as a newly created position or present position that is not filled that the Board wishes to fill.

**B. Job Description**

The District shall have the right to determine specific requirements for each position in the bargaining unit provided such requirements are not arbitrary or capricious. The District shall develop job descriptions encompassing these job requirements. Job descriptions may be updated on an annual basis to meet changing needs, and postings for vacant positions will be as stated in the job description. Job descriptions will only be changed after study of positions and proper notification of the Association. When a job description is changed to include certification, notice to the Association will be given six (6) months prior notice to such change taking affect. Where work responsibilities within classifications are interchangeable (e.g. custodial/grounds), the posting will be for the position containing the greater work emphasis, and said posting will also indicate additional responsibilities with the other position.

**C. Postings**

When a vacancy occurs within the bargaining unit, the Board will post such vacancies within (30) working days of the job becoming vacant. The Board shall publicize the same by giving written notice of such vacancy to the Association with copies to be posted in each building. No vacancy shall be filled except on a temporary basis due to an emergency, until such vacancy has been posted for at least ten (10) working days.

Bulletin boards will be placed in each work area for postings and other official announcements.

**D. Applications**

All applications shall be submitted in writing to the Superintendent or his/her designee.

**E. Written Responses**

When the Board reaches a decision, each applicant shall be so notified in writing with a copy being forwarded to the Association.

**F. Filling Vacancies**

Vacancies will be filled with the most senioreed applicant who is qualified.

## **G. Trial Periods**

1. Employees awarded new positions shall be given adequate instruction and granted a trial period to determine:
  - a. the desire to remain on the job;
  - b. the ability to perform the job. The immediate supervisor shall work with the employee to help him/her to succeed in a new position.

Employees moving from one location or building to another in the same job category or classification, shall have a trial period of no more than two weeks (10 work days). Employees moving to a new category shall have a trial period of no more than four weeks (20 work days).
2. During the trial period, employees shall have the opportunity to revert back to their former job. If the employee's performance is unsatisfactory in the new position, notice and reasons shall be submitted in writing to the employee.

## **H. Involuntary Transfers**

In the determination of assignments and transfers, the convenience and wishes of the individual employee will be honored to the extent that these considerations do not conflict with the requirements and needs of the District. Involuntary transfers from one shift to another are to be avoided whenever possible. When such transfer is necessary, the least senior, qualified employee shall be affected except in cases of emergency or special circumstances.

## **ARTICLE IX LEAVE PAY**

### **A. Personal/Family Illness \***

**1. Rate and Accumulation**

Sick leave shall be granted at a rate of one (1) day per month worked and may accumulate to one hundred eighty-two (182) days at the beginning of the year. However, the maximum shall be one hundred seventy (170) days at the end of each year.

**2. When Credited**

Employees shall receive the full allowance for the year which shall be credited at the beginning of the school year.

**3. Less Than Full Year**

Any employee not completing the year shall be entitled to one day for each month worked.

**4. Use of Days**

When an employee is on a leave of absence due to illness, the employee has the right to elect to use the benefits accrued under sick leave policy.

**5. Proof of Illness**

In the event of evidence of misuse or after five (5) consecutive work days, school authorities may request verification by medical statement from a reputable physician, certifying that the employee was unable to be on duty during a sick leave or a leave of absence due to personal or family illness. Additionally, custodial/maintenance employees suspected of misuse (i.e. after three (3) absences each year) may be charged up to eight (8) hours per illness on the Overtime Rotation List, at the Directors discretion.

**6. Exchange Sick Days for Personal Day**

Members who have accumulated forty or more sick days may trade four (4) sick days for one (1) personal day per year.

***NOTE: \* Family illness shall be defined as illness for spouse, children and any other relative living in the household for whom the employee is responsible.***

### **B. Personal Leave**

The parties agree that there may be personal conditions or circumstances which may require employee absenteeism for other reasons than heretofore mentioned. the Board agrees that such leave, not to be accumulated, may be used under the following conditions:

1. This leave shall be used for the purpose of conducting personal business, and total of two (2) days will be granted to full time

custodial/maintenance/grounds employees and a total of two (2) days will be granted to administrative assistant, food service and part-time custodial employees.

2. Scheduling of personal leave
  - A. Employees may begin to request personal days on July 1 for the year from September 1 – August 30.
  - B. Request will be filled on a first come first serve basis. Conflicts with requests received on the same day will be resolved based on seniority.
  - C. Requests must be made ten (10) days in advance for planned vacations or personal days. Exceptions may be made for emergencies.
  - D. The district will respond to the request within 5 days of receipt of the request.
  - E. Once a personal day has been approved, it must be taken, unless a written request is made five (5) days prior to the vacation/personal day and is approved by the employee's direct supervisor.
  - F. During the school year
    - i. at least 50% of the building/department staff must be on duty.
    - ii. in buildings with more than one (1) person on a shift, at least one person pre shift must be on duty.
    - iii. at least 75% of the high school kitchen staff must be on duty.
  - G. During non-school times at least one (1) person from each building/department must be on duty and two (2) at the high school.
  - H. Blackout periods (no personal days can be taken)
    - I. one week prior to the start of school.
    - II. the first week of school
    - III. parent/teachers conferences
    - IV. three (3) days per building or department as identified by the building administrator/ supervisor by July 1 of each year.
3. Personal leave shall not accumulate, and shall be in addition to sick days for administrative assistants and food service employees.

Custodial/maintenance/grounds employees shall receive one personal day in addition to their sick leave allotment, and shall be eligible for two additional personal days to be deducted from sick leave, each year.

### **C. Policy for Absences Other Than Personal or Family Illness:**

1. **Bereavement Leave - Immediate Family**

A total of four days will be allowed, when requested from the superintendent or principal, for each death in the immediate family.

  - a. **Added Days**

Two additional days, or five additional days for the death of a spouse, may be allowed but will be taken from sick leave and/or vacation leave.



**b. Deductions**

If there is no sick or vacation leave available, a full deduction will be made for these two additional days or five additional days for the death of a spouse.

**c. Immediate Family Defined**

The immediate family is interpreted to include father, mother, sister, brother, husband, wife, son, daughter, grandparents, grandchildren, foster children, step-children, stepparents, and the equivalent in-law relationships of the above.

**d. Sudden Death**

In the event of sudden death in one's immediate family, time shall be granted for travel. Such travel shall be granted in excess of four days and shall be deducted from sick leave or vacation.

**2. Bereavement Leave - Other**

One day will be allowed, when requested, for the death of a relative outside the immediate family or for persons where closeness of relationship would warrant. This is to be deducted from personal leave if available, or from sick or vacation leave if personal leave is not available.

**a. Added Days**

An additional two days may be allowed but taken from personal leave if available, or from sick or vacation leave if personal leave is not available.

**b. Deductions**

A full pay deduction for these two days will be taken when no sick or vacation leave is available.

**3. Workers Compensation**

A bargaining unit member who is absent due to an injury which is compensable under Worker's Compensation may use his/her accumulated sick leave on a proportional basis, to supplement the benefit received from Worker's Compensation, such that the amount of expendable income the bargaining unit receives from Worker's Compensation and sick leave does not exceed the amount of expendable income the bargaining unit member would have received from his/her regular salary amount according to his/her placement on the salary schedule at the time of injury. The obligation of the Employer is only for the proportional amount necessary to supplement the maximum benefit provided to the bargaining unit member from Worker's Compensation until the bargaining unit member's accumulated sick leave is exhausted or the bargaining unit member is able to return to work, whichever happens first. Should this supplemental payment be found to be subject to the coordination requirements of Worker's Compensation, such that the amount of the Worker's Compensation benefit is reduced, the bargaining

unit member shall not be allowed the use of sick leave and shall receive only the Worker's Compensation benefit provided by the statute.

**4. Jury Duty**

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his/her regular pay. Employees shall furnish a written statement from the court showing the day and time of jury duty or witness service and the amount of jury duty or witness fees they were eligible to receive for each day.

**5. Conference**

Absence to attend conference/training visitations etc. may be permitted without loss of pay pending approval of the superintendent and within the final limitations of the District.

- a. **Food Service** Food Service employees shall receive reimbursement for membership fees, class registration fees, and certification fees when obtaining Food Service Certification and/or renewing such Certification as outlined below:
  - 1) Certification, Membership and Class Registration Fees reimbursed when satisfactorily completed;
  - 2) Re-Certification class registration fees reimbursed when satisfactorily completed;
  - 3) Registration fee paid for food service workshops – one mandatory, one optional, with two (2) hours pay for mandatory workshop(s). Registration fees for optional workshop(s) will be reimbursed upon completion.
  
- b. **Building Administrative Assistants** The Board shall provide registration fees for all building administrative assistants to attend Professional Development seminars/conferences, as outlined below:
  - 1) The Board shall limit its responsibility to a maximum payment of \$2000 a contract year for all building secretaries involved;
  - 2) Requests shall be considered on a first come, first served basis, with consideration given to building secretaries previously unable to attend.
  
- c. **Custodial/Maintenance** employees shall be reimbursed for the registration and certification fees related to obtaining and renewing licensing required by the District and/or the state in the performance of the employee's job.

## **D. Unpaid Leave**

An employee may upon written request, and approval of the Board, be granted a leave of absence without pay, **AND BOARD PAID BENEFITS** not to exceed one (1) year, subject to renewal at the discretion of the Board for:

1. Serving in any elected or appointed position (public or private)
2. Maternity/child care leave \*
3. Illness leave (physical or mental) \*
4. Prolonged illness in the family \*
5. Educational leave
6. Military leave
7. Work experience leave
8. Other

*\*It is understood that initial leave requests under 2, 3 and 4 are not to be denied.*

Requests for extensions must be submitted in writing thirty (30) days prior to the extension of the leave. Upon return from leave, the Association member shall be returned to the position he/she held at the time the leave was granted, or to a similar position to which his/her seniority and qualifications entitles him/her.

## **E. Association Leave Time**

### **1. Officers**

The Association shall be, provided a total of three (3) one person days per year of paid released time for its officers and representatives to attend conferences and other Association business. If additional Association time is needed, up to forty (40) additional hours of released time will be granted and the Association will pay the cost of furnishing substitutes.

### **2. Association Meetings**

The Board agrees to release all members of the Association for up to four (4) hours per year for Association meetings. Such meetings shall be scheduled at a time that is mutually acceptable to the Board and the Association, such as fall orientation days, in service days, etc.

## **ARTICLE X EVALUATION AND DISCIPLINE**

### **A. Observations**

All monitoring or observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member.

### **B. Evaluators**

Bargaining unit member evaluation shall be by personal observation of bargaining unit member work. Observations shall be for periods of time that accurately sample the bargaining unit member's work. Each bargaining unit member, upon his/her employment or at the beginning of the school year - whichever is later - shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria shall be limited to the actual performance of the job duties. Work outside of the bargaining unit member's school assigned duties shall not be evaluated. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate Director, superintendent, and/or other school administrator with direct knowledge of the employee's work.

### **C. Written Evaluation**

All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a Director believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the bargaining unit member is to improve, and of the assistance to be given by the employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

### **D. Conference**

Following each formal evaluation which shall include a conference with the evaluator the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.

Employees will be paid for conferences that occur outside the employee's regular work hours that are required by the Administration.

**E. Probationary Period**

At the completion of the ninety (90) working day probationary period, an evaluation of the bargaining unit member's work shall be completed according to the procedures of this provision.

**F. Termination**

In the event a bargaining unit member is not continued in employment, the employer will advise the bargaining unit member of the specific reasons for the termination in writing with a copy to the Association President.

**G. Access to Files**

A bargaining unit member shall have the right to review the contents of all records, excluding initial references of the employer, pertaining to said individual, originating after the initial employment, and to have an Association representative present at such review.

**H. Content of Files**

No material originating after the initial employment shall be placed in a bargaining unit member's personal record unless she/he has had an opportunity to review said material. The bargaining unit member may submit a written notification regarding any material and the same shall be attached to the material in question. If a bargaining unit member is requested to sign material to be placed in her/his file, such signature thereon shall be understood to indicate her/his awareness of the material but in no instance shall said signature be interpreted to mean agreement with the material's content.

**I. Discipline**

No employee shall be disciplined (including written warnings, written reprimands, suspensions without pay or discharge) without just cause. Discipline of personnel under the provisions of this Agreement will be conducted in accordance with the basic concepts of due process. Any such discipline shall be progressive in nature except in cases such as theft, possession of drugs or intoxicants, serious misconduct, and reckless disregard of self or others while on duty. A copy of the written disciplinary action given the employee will be given to the Association. Any complaint made against an employee shall be properly called to his/her attention and a corrective procedure given to the employee. A written notice of reprimand shall remain on an employee's record for no more than three (3) years from date of issue provided that the specific conduct which warranted the reprimand has not be repeated. Additionally, issues or matters of misconduct as defined by the school code shall not be expunged.

## **ARTICLE XI PROTECTION OF EMPLOYEES**

### **A. Assault**

Any case of assault upon a bargaining unit member in conjunction with his/her responsibilities to the school district shall be promptly reported to the employer.

1. Assault Defined: Assault shall refer to both physical and verbal assault committed by a non-employee in which there is the intentional causing or attempting to cause physical or verbal harm to an employee.

### **B. Complaints**

In the event a complaint or charge is made by any person or group not employed by the employer, or other employees, against any bargaining unit member, the individual shall be given full information with respect thereto and with respect to any investigation conducted by the employer.

### **C. Time Lost**

Time lost by an employee for legal counsel or court proceedings in connection with any incident mentioned in this Article shall not be charged against the employee.

### **D. Reasonable Care**

Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property.

## **ARTICLE XII NEGOTIATION PROCEDURES**

### **A. Other Issues**

This Agreement supersedes all prior practices, whether written or oral between the parties. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Association. The waiver of any breach, term or condition by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

### **B. Timelines**

At least 60 days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment.

### **C. Reopener**

The Employer is free to require certification for the mechanics and/or maintenance positions. Should this requirement be established, the parties agree to meet to review the rate of pay for those positions.

## **ARTICLE XIII GRIEVANCE PROCEDURE**

### **Definition**

- A. For the purposes of this Agreement a grievance shall be defined as a claim or complaint by a bargaining unit member, a group of bargaining unit members, or the Association, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

### **Exclusions**

- B. The term grievance as defined above shall not apply to the discharge of a probationary employee, for any reason, during the first ninety (90) calendar days of employment.

### **Written Grievances**

- C. Written grievances as required shall contain the following:
1. It shall be signed by the grievant;
  2. It shall contain a synopsis of the facts giving rise to the alleged violation;
  3. It shall cite the section of subsections of this contract alleged to have been violated;
  4. It shall contain the date of the alleged violation;
  5. It shall specify the relief requested.

**Step 1.** Within ten (10) working days of the occurrence of the act giving rise to the dispute, the aggrieved employee and the Association Representative shall meet with the Director to resolve the matter. The Director shall give an answer within five (5) working days after such meeting.

**Step 2.** If the grievance is not settled in Step 1, the Association Representative shall, within five (5) working days from receipt of the Director's answer, submit a copy of the grievance to the Assistant Superintendent for Business. A meeting will be held within five (5) working days after submission of the grievance at Step 2 between the Assistant Superintendent for Business, the Association Representative and the grievant. The decision of the Assistant Superintendent for Business shall be made within five (5) working days after the meeting.



### **Step 3. Arbitrator Selection, Rules, etc.**

1. If the Association is not satisfied with the disposition of the grievance by the Assistant Superintendent for Business, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Only those grievances arising from an alleged violation, misinterpretation or misapplication of the terms and provisions of this Agreement may be submitted for binding arbitration. Grievances which do not arise from an alleged violation, misinterpretation or misapplication of this Agreement may be submitted directly to the Assistant Superintendent for Business for further disposition in accordance with this Article, but such grievance shall not be arbitrable. The authority of the arbitrator stems from this Agreement and his sole function is to interpret and apply this Agreement and to pass upon alleged violations thereof on a binding basis.
2. **Arbitration Fees:** If a grievance is sustained by the arbitrator, the fees and expenses of the arbitrator shall be paid by the Board. If the grievance is not sustained by the arbitrator, such fees and expenses shall be paid by the Association. If the arbitrator decides in favor of neither party, the parties shall equally share the arbitrator's fees and expenses.
3. Employees will make up any work time lost at any step of the grievance procedure except arbitration unless mutually agreed otherwise.

D. Grievance forms may be found in Appendix "B" of this Agreement.

**ARTICLE XIV  
MISCELLANEOUS PROVISIONS**

**A. Absences/Substitutes**

Employees shall be informed of a telephone number they may call two (2) hours ahead to report unavailability for work. Once an employee has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute employee.

**B. Copies of Agreement**

Copies of this Agreement shall be provided in electronic form to the Association.

**C. Contrary to Law**

If any provision of this Agreement or any application of this 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.

**D. Food Service Employees**

Food service employees must call in two (2) hours before their shift begins or 8:00 AM whichever comes first if they will not be at work.

## **ARTICLE XV REDUCTION IN PERSONNEL, LAYOFF AND RECALL**

It is expressly recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and/or staff and that the procedures set forth in this Article shall be used in laying off personnel.

### **A. Layoff Procedure**

If the Board determines that a reduction of bargaining unit work is necessary, the following procedure will be used:

1. The Assistant Superintendent for Business shall meet with the Association President to discuss the proposed layoff and/or reduction of hours, with no less than thirty-six (36) hours of notice given of the intent;
2. The Assistant Superintendent for Business and the Association President will attempt to reduce staff through attrition and/or voluntary layoff or reduction of hours;
3. If reduction is necessary, employees working on a temporary basis in the classification(s) affected by the reduction shall be laid off or reduced in hours in inverse order of seniority;
4. If reduction is still necessary, probationary employees in the classification(s) affected by the reduction shall be laid off or reduced in hours in inverse order of seniority.
5. If reduction is still necessary, non-probationary employees in the classification (s) affected by the reduction shall be laid off or reduced in hours in inverse order of seniority.

### **B. Notice of Layoff/Hours Reduction**

Fifteen (15) work days notice of layoff or reduction in hours shall be given. There will be no reduction in the number of hours an employee is normally scheduled to work unless the criteria in Section A "Layoff Procedures" is followed. However, hours shall not be reduced across a classification to avoid individual layoffs. Employees, subsequently displaced, if any, shall be notified of such displacement as soon as practical but not less than one working day after the more senior employee has exercised the right to displace.

### **C. Bumping for Food Service and Administrative Assistant Employees**

#### **1. Reduction of Hours**

An employee who has lost hours shall have the right, based on classification seniority and necessary qualifications, to recover those hours. Such recovery of hours shall only be within the classification. The intent of this provision is to restore hours as closely as possible to the employee's previously scheduled hours. If an employee is unable to recoup hours under this provision, the employee will have the right to

bump the least senior employee in the same classification working the same or closest number of hours as the reduced employee, provided the bumping employee possesses the necessary qualifications for the position into which the bump will occur.

**2. Position Elimination**

An employee whose position has been eliminated, may bump, based upon classification seniority and necessary qualifications:

- a. the least senior employee within her/his present category, or
- b. a less senior employee within her/his present classification, but not category, or
- c. a less senior employee within any classification in which she/he has previously accumulated seniority.

An employee will be guaranteed a position of comparable hours per day and days per year unless they have the least seniority of all other comparable positions. If a part-time employee bumps a full-time employee, the part-time employee must assume all of the full-time employee's hours.

**D. Bumping for Custodial/Maintenance/Grounds Employees**

In any reduction of staff, an employee will be provided the opportunity to use bargaining unit seniority within his/her classification as follows:

1. First, to displace the least senior person holding a position in the same category on the same shift with equal hours, provided:
  - a. the employee possesses the necessary qualifications
  - b. the employee displaced is junior in bargaining unit seniority
2. Second, to displace the least senior person holding a position in the same category on another shift with equal hours, provided:
  - a. the employee possesses the necessary qualifications
  - b. the employee displaced is junior in bargaining unit seniority
3. Third, in the event the member is unable to displace another in the same category, they shall be able to displace the least senior person holding a position in the next lower category on the same shift with equal hours, provided:
  - a. the employee possesses the necessary qualifications
  - b. the employee displaced is junior in bargaining unit seniority

4. Fourth, they shall be able to displace the least senior person holding a position in the next lower category on another shift with equal hours, provided:
  - a. the employee possesses the necessary qualifications
  - b. the employee displaced is junior in bargaining unit seniority
5. Upon notification of layoff or displacement, the employee will be advised as to the position under the procedure above to which the displacement rights may be exercised.
6. The use of bargaining unit seniority to displace another employee must be exercised within three days following notification of layoff or displacement, whichever is applicable, or the right is forfeited.

**E. Classification/Category Defined**

Bargaining unit classifications shall be defined as CUSTODIAL/MAINTENANCE, GROUNDS, FOOD SERVICE, AND ADMINISTRATIVE ASSISTANT. Categories shall be actual job titles as outlined in Appendix A.

**F. Recall Procedure**

When the working force is increased after a layoff, employees will be recalled according to seniority and qualifications. Notice of recall shall be sent to the employee at his last known address by registered or certified mail, and a copy to the Association. If an employee fails to report for work within ten (10) working days from the date of mailing notice of recall, he/she shall be considered a voluntary quit. In proper cases, exceptions may be made. Employees shall be held responsible for keeping the Employer notified as to their current mailing address by written form to the Superintendent's office.

**G. Seniority**

1. Seniority shall be determined by the length of continuous service within the District as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's last date of hire. In the event more than one (1) individual has the same starting date of work, position on the seniority list shall be determined by lottery.
2. New employees shall be considered probationary employees until they have completed a probationary period of ninety (90) working days. Upon satisfactory completion of the probationary period, seniority shall be retroactive to the first day of employment.
3. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of hire.

4. The Board shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the District within thirty 30 days after the effective date of this Agreement with revisions and dates.
5. Seniority shall be lost by an employee:
  - a. Upon termination, resignation, or retirement;
  - b. Discharged permanently for proper cause after receiving due process;
  - c. Absence for three (3) working days without notifying the building principal/Director, unless satisfactory reason is provided;
  - d. Seniority will be frozen as of the date an employee transfers to a classification not covered by this Agreement until he/she returns to a classification covered by this Agreement.
  - e. Employees on layoff shall retain their seniority for purposes of recall for a period of three (3) full years, after which they lose their seniority and any further rights under this agreement.

**H. Accrued Benefits**

Recalled employees shall be entitled to all sick and leave benefits as provided herein. Utilization of such benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.

**I. Right to Refuse Recall**

An employee may refuse to accept a position which is less in hours or compensation without affecting his or her recall rights to a position similar to the position held prior to layoff.

**ARTICLE XVI**  
**CONTINUITY OF OPERATIONS**

The Association agrees that neither it nor any of the employees in the bargaining unit will participate in, authorize, assist or support any strike within the Byron Center Public School system during the expressed dates of this contract. In the event of violation of this clause, the Board retains the right to take whatever disciplinary action it deems appropriate, including discharge.

**ARTICLE XVII  
DURATION OF AGREEMENT**

- A. ***This Agreement shall become effective on July 1, 2011 and shall continue in effect until June 30, 2012.*** This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
  
- B. In witness whereof the parties have caused this Agreement to be signed by their representatives.

**BYRON CENTER EDUCATIONAL SUPPORT PERSONNEL  
BYRON CENTER PUBLIC SCHOOLS**

**ASSOCIATION/KCEA/MEA/NEA**

**BOARD OF EDUCATION**

\_\_\_\_\_  
Carlene Nyenhuis, BCESP President

\_\_\_\_\_  
Daniel Takens, Superintendent

\_\_\_\_\_  
Willie Suber - UniServ Director

\_\_\_\_\_  
Neal Glaeser, Board of Education President

\_\_\_\_\_  
Dave Patterson - Negotiating Team

\_\_\_\_\_  
Gordon Nickels, Assistant Superintendent

\_\_\_\_\_  
Jeff Grit, VP - Negotiating Team

\_\_\_\_\_  
Kim Walbridge, VP - Negotiating Team

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Byron Center Public Schools

**APPENDIX A**

**WAGES FOR 2011-2012**

**FOOD SERVICE, ADMINISTRATIVE ASSISTANT**

		<u>Step</u>	<u>2011- 2012</u>
<b><u>FOOD SERVICE CLASSIFICATION</u></b>			
<b>Food Service Category I</b>	General Food Service	1	\$10.03
		2	\$10.64
		3	\$11.24
		4	\$11.84
		5	\$12.43
		6	\$13.26
	Food Van Driver		\$13.26
<b>Food Service Category II</b>	Satellite Kitchen/Building Kitchen Manager		\$14.42
<b>Additional Compensation</b>			
Certification Program	\$0.25		
Counting & Reconciling Premium	\$0.25		

**ADMINISTRATIVE ASSISTANT CLASSIFICATION**

<b>Category I</b>	Building Administrative Assistant	1	\$13.17
		2	\$14.14
		3	\$15.42
		4	\$16.09
		5	\$17.91
		6	\$18.80

**BCHS, WMS and Nickels Managers will receive a \$2.00 per hour premium  
Assistant Food Service Manager will receive a \$1.00 per hour premium  
These premiums are for the 2011-2012 school year only.**

**APPENDIX A**

## WAGES FOR 2011-2012

### CUSTODIAL, MAINTENANCE, POOL, MECHANIC, GROUNDS

<u>CUSTODIAL, MAINTENANCE, POOL, MECHANIC, GROUNDS</u>		<u>Step</u>	<u>2011-2012</u>
<b>Category I</b> (middle category)	Custodian I	1	\$15.36
	Grounds I	2	\$16.26
	Mechanic II	3	\$17.18
	Maintenance II	4	\$18.08
		5	\$18.99
		6	\$19.57
<b>Category II</b> (lowest category)	Custodian II	1	\$14.70
	Grounds II	2	\$15.62
		3	\$16.56
		4	\$17.44
		5	\$18.34
		6	\$18.93
<b>Category III</b> (highest Category)	Maintenance I	1	\$17.12
	Mechanic I	2	\$18.04
		3	\$19.02
		4	\$19.93
		5	\$20.81
		6	\$21.42

**Pool Mechanic Premium = \$.61 per hour**

**High School Custodian I Premium = \$1.00 per hour**

**Middle School Custodian Premium I = \$.50 per hour**

Note: The current Pool Mechanic job description will be rewritten as a Category II custodial position. A premium of \$.61 will be made part of the agreement for the person who is performing the Certified Pool Operators job at the High School. Premium will only be paid to individuals who are performing said duties. Rick Heyboer and Ron Van Otteren & HS Custodial I receive \$1 on top of their increase.

**APPENDIX B**

**BYRON CENTER PUBLIC SCHOOLS/BYRON CENTER EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION  
GRIEVANCE FORM**

Grievance # \_\_\_\_\_

\_\_\_\_\_  
Name of Grievant

\_\_\_\_\_  
Building

\_\_\_\_\_  
Position

**Step I**

Date of Grievance: \_\_\_\_\_

Statement of Grievance:

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

Contract Section(s) Violated:

\_\_\_\_\_

Relief Sought:

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

Signature of Grievant: \_\_\_\_\_

Date: \_\_\_\_\_

**Step 2**

Date Submitted to Assistant Superintendent: \_\_\_\_\_

Signature of Association Representative: \_\_\_\_\_

Date of Step 2 Meeting with Assistant Superintendent: \_\_\_\_\_

Response of Assistant Superintendent:  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Assistant Superintendent: \_\_\_\_\_

Date: \_\_\_\_\_

**Step 3**

Date Association Submitted Grievance to Arbitration: \_\_\_\_\_

Signature of Association Representative: \_\_\_\_\_

Date Assistant Superintendent Notified of Association's  
Decision to Arbitrate: \_\_\_\_\_

Arbitrator Mutually agreed to: \_\_\_\_\_

**OR**

Date Submitted to American Arbitration Association: \_\_\_\_\_

Decision of Arbitrator: \_\_\_\_\_

\_\_\_\_\_

## APPENDIX C

### **Shirts/Tops**

- a. Uniform shirts, polo shirts, T-shirts or sweatshirts. Shirts must be sleeved.
- b. Solid Color – an alternate color/stripe on the collar, side or trim is acceptable
- c. Should not be cut or have rolled sleeves above the elbow.
- d. The school logo in black/orange/white on upper left chest is optional.
- e. Tailed Shirts must be tucked in.
- f. Other School issued logo T-shirts are acceptable on non-student days (not reimbursable)

### **Pants/Shorts**

- a. Denim Pants – Blue or Black in color – Denim shorts acceptable only on non-student days (not reimbursable)
- b. Khaki style or uniform pants or shorts in khaki, gray, navy, olive or black.
- c. Shorts must at least extend to the top of the knee (no more than 3” above the knee) in length and should not be worn if there is an event where a more professional appearance is appropriate.
- d. Pants must be available on the job site if shorts are worn.

### **Shoes**

- a. Tennis shoes may be worn (No sandals, clogs, etc.)
- b. Socks must always be worn
- c. Work Boots with non-slip sole and steel toes must be available at the job location.
- d. Snow Boots should be available at the job location.

### **Other Equipment that must be available at the job location – Employee Provided:**

- a. Hairbands, pulls, scrunchies or hats for those with longer hair.
- b. Jackets (with District Logo when it is submitted for reimbursement)
- c. Snow Pants (for Grounds/Maintenance Crew)

### **Other Equipment – District Provided – Custodians may request through Maintenance :**

- a. Hard Hats
- b. Safety Glasses
- c. Work Gloves
- d. Breathing Apparatus
- e. Hearing Protection

### **Special Days**

- a. Special Dress is allowed on building ‘dress up days’ as allowed and pre-approved by the building principal.

### **Special Notes**

- a. All clothing should be free of stains, damage, holes and not be faded.
- b. No items should be made of a see through material.
- c. Logo – Official School Logo, accepted athletic logos, or school issued/sold items.
- d. Employees may place their names on the upper right chest
- e. Hats should only be worn inside when the job requires it.
- f. Athletic Shorts and Sweatpants are not appropriate workwear.

AUGUST / SEPTEMBER 2011				
22 Teacher Days		19 Student Days		
MON	TUE	WED	THU	FRI
		31 M/PD	1 PD	
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

## Byron Center Public Schools STAFF ONLY 2011-2012 - School Calendar

### AUGUST 2011

Aug 22-30 - 1 Work Day  
August 31 - AM Welcome Mtg & PM PD

### SEPTEMBER 2011

September 1 - PD Full Day  
September 5 - Labor Day  
September 6 - First Full Day School

OCTOBER 2011				
21 Teacher Days		21 Student Days		
MON	TUE	WED	THU	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

### OCTOBER 2011

October 19 & 24 - P/T Conferences 9th-12th

### NOVEMBER 2011

November 4 - End of 1st Marking Period 5th-12th  
November 4 - End of 1st Trimester K-4th  
Nov 4 - Records Day for K-4 Staff - No K-4 Students  
November 14 & 16 - P/T Conferences 7-8th  
November 14 & 17 - P/T Conferences K-4  
November 15 & 17 - P/T Conferences 5-6th  
November 17 - 1/2 day for K-12 students  
November 17 - PD for 7-12 Staff in PM  
November 23-25 -Thanksgiving Break

NOVEMBER 2011				
19 Teacher Days		19 Student Days 5-12		18 Student Days K-4
MON	TUE	WED	THU	FRI
	1	2	3	4 (K-4)
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

### DECEMBER 2011

December 19 - 30 Christmas Break

### JANUARY 2012

January 2 - PD day for K-12 staff  
January 2 - No School for all Students K-12  
January 3 - School Resumes  
January 18-20 - BCHS Exams (1/2 Days)  
January 18-20 - WMS Exams (1/2 Days)  
January 18-19 - Nickels PD in PM  
January 18-20 - Nickels Students - (1/2 Days)  
January 20 - End of 2nd Marking Period 5th-12th

DECEMBER 2011				
12 Teacher Days		12 Student Days		
MON	TUE	WED	THU	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

### FEBRUARY 2012

Feb 24 - 1/2 Day Records Day K-4 Staff  
Feb 24 - K-4 Students in AM only  
Feb 24 - End of 2nd Trimester K-4th

### MARCH 2012

March 5 & 7 - P/T Conferences 7th-12th  
March 5 & 8 - P/T Conferences K-4  
March 6 & 8 - P/T Conferences K-6th  
March 8 - 1/2 day for K-6 Students  
March 9 - No School for Staff & Students K-12  
March 30 - End of 3rd Marking Period 5th-12th  
March 30 - No School Spring Break Begins

JANUARY 2012				
22 Teacher Days		21 Student Days		
MON	TUE	WED	THU	FRI
2 PD	3	4	5	6
9	10	11	12	13
16	17	18 (S-12)	19 (S-12)	20(S-12)
23	24	25	26	27
30	31			

### APRIL 2012

April 2-6 - Spring Break

### MAY 2012

May 28 - Memorial Day

### JUNE 2012

June 6-8 - BCHS Exams (1/2 Days)  
June 6-8 - WMS Exams (1/2 Days)  
June 6-8 - Nickels Students - (1/2 Days)  
June 6-8 - Nickels Staff Records Day in PM  
June 7 - K-4 Students AM/Records Day PM  
June 8 - 1/2 Day School K-12  
June 8-PM Record day PM for K-12 staff

FEBRUARY 2012				
21 Teacher Days		21 Student Days		
MON	TUE	WED	THU	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29		

MARCH 2012				
20 Teacher Days		20 Student Days		
MON	TUE	WED	THU	FRI
			1	2
5	6	7	8	9 (K-12)
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

APRIL 2012				
16 Teacher Days		16 Student Days		
MON	TUE	WED	THU	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

MAY 2012				
22 Teacher Days		22 Student Days		
MON	TUE	WED	THU	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	28
28	29	30	31	

JUNE 2012				
6 Teacher Days		6 Student Days		
MON	TUE	WED	THU	FRI
				1
4	5	6 (S-12)	7	8

**182 Teacher Days**  
**176 - K-4 and 177 - 5th-12th Student Days**