

EAST GRAND RAPIDS PUBLIC SCHOOLS

2915 Hall Street • Grand Rapids MI 49506-3111

Support Staff Agreement

between

The Board of Education

of the

East Grand Rapids Public Schools

and

Kent County Education Association

July 1, 2010 through June 30, 2012

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## ARTICLE 1 EMPLOYEE & ASSOCIATION RIGHTS

### A. Recognition of Bargaining Unit

Pursuant to and in accordance with all applicable provisions under Act 379 of the Michigan Public Acts of 1965, the Board recognizes the Kent County Education Association/Michigan Education Association/National Education Association as the exclusive representative of all of the employees in the unit for the purpose of engaging in collective bargaining and negotiations and other lawful activities for mutual aid and protection to establish the wages, hours and other conditions of employment in the bargaining unit.

The Board will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 of the Public Acts of 1965 or any other laws of the State of Michigan, or the Constitution of the State of Michigan, or the Constitution of the United States; it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of the employee's membership in the Association, the employee's participation in any lawful activities of the Association for collective negotiations with the Board, or the employee's institution of any grievance under this agreement with respect to any term or condition of the employee's employment.

#### Included in the Unit

The Association shall include all custodial/maintenance, food service, paraeducator, secretarial, teacher assistant, and transportation employees of the East Grand Rapids School District working fifteen (15) or more hours per week unless they are specifically excluded below.

#### Excluded from the Unit

Excluded from the bargaining unit are all certified personnel, student employees, supervisors, including Food Service Director, Transportation Director, up to 10 F.T.E. secretarial, bookkeeping and print shop personnel working at the District Office (Business Office, Instruction Office, Special Education Office and Superintendent's Office) as long as their job responsibilities do not include work historically done by bargaining unit secretaries, High School Science Laboratory position, temporary and casual employees working ninety (90) calendar days or less, up to 1.0 F.T.E. custodial employee assigned to clean the district's administrative offices, the High School Custodial Supervisor, part-time employees regularly working less than fifteen (15) hours per week, and all other employees of the East Grand Rapids Board or of any other employer. Maintenance work at Woodcliff will be done by bargaining unit employees as in the past.

The Board agrees not to negotiate with any other organization other than the Association with respect to custodial/maintenance, food service, paraeducator, secretarial, teacher assistant, or transportation employees for the duration of this agreement.

The Board recognizes the Association as the sole and exclusive bargaining representative for all of the Board's non-supervisory employees (hereinafter called "employee") in the departments and positions as set forth in the Appendices and described above as "Included in the Unit."

#### Definitions

1. "Classification" shall mean employees identified as members of the bargaining unit within one of the six following groups: custodial/maintenance, food service, paraeducator, secretarial, teacher assistants, and transportation.
2. "Category" shall refer to levels of positions within each of the classifications.
3. "Position" shall refer to the specific jobs within each category.
4. "Employee" shall apply to all members of the bargaining unit.

5. "Full-Time Employee" is an employee regularly scheduled to work at least thirty (30) or more hours per week, even though not employed for fifty-two (52) weeks per year.
6. "Part-Time Employee" is an employee regularly scheduled to work 15 to 30 hours per week, even though not employed for fifty-two (52) weeks per year.
7. "Temporary and Casual Employee" is an employee hired on an irregular basis for the purpose of performing a particular task or for the purpose of temporarily replacing an absent employee and for periods less than ninety (90) consecutive calendar days.
8. "Probationary Period" is the first ninety (90) calendar days of employment.
9. "Probationary Employee" is an employee who has been hired to fill a vacancy and has yet to work ninety (90) calendar days .
10. "Seniority" is the length of continuous service with the District since the employee's most recent date of hire.
11. "Seniority Date" is an employee's most recent date of hire with the District.
12. "Classification Seniority" is the length of continuous service with the District within one of six classifications.
13. "Administrator" is an administrator, director, or supervisor.

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

The Association, or any Committee thereof, shall have the right to use school buildings or facilities without charge for meetings of employees of the Board of Education of the East Grand Rapids Public Schools for Association business. These meetings are to be held on the employees' time unless permission to do otherwise is granted by the Assistant Superintendent for Business or his designee five (5) days in advance of the meeting. Proper clearance for the use of school buildings, facilities, materials and equipment shall be obtained from the Assistant Superintendent for Business or his designee in accordance with Board policy for use of facilities and equipment. The Association shall be responsible for the maintenance and security of any facilities used by it, and shall be fully responsible to the Board for any damage.

#### **C. Negotiations Committee**

The Board agrees to recognize a Negotiating Committee comprised of members of the Bargaining Unit and their appointed agent or representative. This agent or representative need not be a member of the Association. The make up of this Negotiating Committee will remain unchanged unless changed by prior written notice. The Association shall furnish to the Assistant Superintendent for Business a written list of members of the Negotiating Committee. The Assistant Superintendent for Business will furnish to the Association a list of the members of the Board Negotiations Committee.

#### **D. Association Activities**

1. No employee will engage in Association activities during working hours unless permitted within this Agreement or by permission of the Assistant Superintendent for Business. Unless this permission has been granted, any employee who is absent from assigned duties for the purpose of Association business shall have a pro rated deduction of the hourly wage for each hour or part thereof of the employee's absence and shall be subject to disciplinary action. Provided that, subject to over-riding business needs as determined by the Assistant Superintendent for Business, there will be authorized up to thirty-two (32) hours of paid Association Leave of Absence per year for Association business. The Association will reimburse the Board for one-half (1/2) the hourly rate of the employee utilizing the Association Leave. The Board will pay no more than sixteen (16) hours with the Association paying for sixteen (16) hours. This will be an equally shared financial liability for each hour used up to the maximum of thirty-two (32) per year. Written request for such leave

shall state the general nature of the Association Business and shall be submitted to the Assistant Superintendent for Business not less than five (5) working days before the requested leave. All requests will be signed by the Association President.

## **2. Released Time for Association Meeting**

Each employee scheduled to work during Association meetings shall be released from duty with pay for up to six (6) hours per year to attend such meetings (meetings may be used by the association to meet with the members of individual classifications). These meetings shall be held during non-student attendance periods such as fall orientation, conferences and card marking sessions. The Board and the Association shall meet to determine mutually acceptable meeting times, dates and locations. These meetings will be scheduled at least five (5) days in advance (See Article I, B). These hours are not transferable and are not cumulative. Any employee attending an Association meeting during a time that s/he is normally scheduled to work will indicate on her/his time sheet the length of time away from the job for attendance at the meeting. The immediate supervisor reserves the right to deny a person's request to attend a meeting if the absence of the employee would cause problems. In no case will an employee be away from her/his work assignment for more than one and one-half (1-1/2) hours at any one time.

## **E. Information**

The Assistant Superintendent for Business agrees to furnish to the Association, in response to reasonable requests, information concerning the financial resources of the District and tentative budgetary requirements and allocations in the form such information is maintained by the Board.

## **F. Membership Fees and Payroll Deductions**

The Board agrees to deduct membership dues and initiation fees from the pay of each employee who has delivered to the Board a written authorization for such deductions, PROVIDED, that:

### **1. Association Notification to the Business Office**

- a. Prior to the end of the second week of September each year the Association will provide the Business Office with information regarding Association members and the annual amount of Association dues to be deducted from each. The amount of the deduction will be fixed once entered into the computer except for situations where employees have their hours changed to the point that it changes the amount of annual dues they must pay. If the Association does not give notice of a change in the dues deductions amount by the second week of September, the amount deducted the previous year will be deducted unless revoked in writing by the employee.

By the end of the first full week in August, the Business Office will provide the Association with a list of bargaining unit employees and the number of hours worked by each.

- b. The Board shall deduct 1/10th of such dues from the regular payroll check of the employee beginning with the second pay period in September and the first pay period of each month thereafter, beginning in October and ending in June. For all new employees who are hired after the second pay period in September, they shall immediately begin paying dues based on their date of hire. Their total dues for the year shall be divided by the remaining months left in the school year. The Board will deduct dues only when the employee has earnings sufficient to cover the amount of such dues or fees.
- c. The Board shall be held harmless and shall not be liable to the Association for any individual employee or employees for monies deducted in accordance with a list provided by the Association or for monies once remitted to the Association by first class mail, postage prepaid or via inter-office mail.

**2. Direct Payment to Association**

Any employee may pay dues and fees directly to the Association in lieu of payroll deductions.

**3. Penalties for Nonpayment of Dues**

In the event the Association does not receive the dues and fees from any given employee, who by this agreement is required to such dues and fees, the Board, upon written notification by the Association, shall deduct the amount of the bargaining unit member's wages as authorized under MCLA408.4A and remit same to the Association.

**4. Save Harmless Clause**

The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this article of the collective agreement. The Association further agrees to indemnify the Board of 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 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 damages which may be assessed against the Board by a court or tribunal.
- c. The Association has the right to choose the legal counsel to represent the Association and the Board in defense of any suit or action.
- d. The Association has the right to compromise or settle any claim made against the Board under this section.

**5. Board Notification and Remittance to Association**

The Assistant Superintendent for Business shall send written notice to the Association's Secretary/Treasurer of new employees in the bargaining unit. Such notice shall include the employee's name, date of hire, classification, category and hours per week and shall be sent within thirty (30) days of the employee's first day of work. Any increase or decrease in hours shall also be sent within ten (10) days of the change.

All sums so deducted under Section F shall be remitted to the Association as soon as practicable.

**G. Subcontracting**

The Board agrees not to subcontract work normally performed by bargaining unit members if said subcontracting would:

1. Require a layoff to bargaining unit members, or
2. Cause a reduction in the regular weekly hours worked by bargaining unit members.

It is understood that the Board can engage the services of non-bargaining unit persons to perform work generally similar to the work done by various bargaining unit classifications under the following conditions:

- a. Volunteers may perform services without financial compensation;
- b. Custodial services at the Wealthy Pool/locker rooms and the Community Pool/locker rooms can be performed by the City of East Grand Rapids staff or a custodial cleaning contractor;
- c. The Board can contract with a commercial snow plowing service to have lots and walks cleared of snow;



- d. An outside contractor can be hired if there is a backlog of work which cannot be completed in the current work week, or if the district does not own the necessary equipment to complete a project safely, or if current bargaining unit employees do not have the qualifications or certification to complete the work;
- e. Supervisors who are excluded from the bargaining unit may perform bargaining unit tasks in the course of their employment and this shall not be construed as a violation of this agreement;
- f. The Assistant Superintendent for Business can hire temporary non-bargaining unit employees for periods of ninety (90) days or less to fill vacancies caused because of absence of bargaining unit members.

Additionally, there is no guarantee to any bargaining unit member that overtime hours will be available to them.

#### **H. Custodial Cleaners**

Custodial cleaners are covered by this agreement. The number of custodial cleaners shall not exceed up to five (5) FTE positions. Custodial cleaner positions shall not be used to replace vacant bargaining unit custodian positions, nor shall they be employed when bargaining unit custodians are on layoff or have experienced a reduction in hours.

Custodial cleaners shall have the first opportunity to work summer break periods, at a rate established by the Administration. In the event the summer work performed is that of cleaning, cleaners opting to work the summer break shall be paid their normal hourly wage.

#### **I. Student Custodial Assistants**

Student custodial assistants shall not be covered by this agreement. Student custodial assistants are individuals performing custodial duties on a part-time basis while attending high school and/or college. The number of student custodial assistants shall not exceed six (6). They shall not be regularly scheduled to work more than twenty (20) hours per week except during school vacation periods. With the exception of weekends and the Woodcliff building, student custodial assistants shall work under the direct supervision of a bargaining unit custodian.

Student custodial assistant positions shall not be used to replace vacant bargaining unit custodian positions, nor shall they be employed when bargaining unit custodians are on layoff or have experienced a reduction in hours.

#### **J. Bomb Scares**

The District recognizes its responsibility to provide its employees with a safe work environment. If the District determines it necessary to have bargaining unit employees assist in building inspections during a bomb scare, the District will provide training for said employees prior to them performing such duty.

## **ARTICLE 2 BOARD RIGHTS AND RESPONSIBILITIES**

#### **A. Responsibilities**

The Board on its own behalf, and on behalf of the electors of the School District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the school code and the laws and the constitution of the State of Michigan and/or the United States. Such rights, duties, etc. shall include, by way of illustration, and not by way of limitation, the right to (1) manage and control its business, its equipment, and its operations, and to direct the working forces and affairs of the Board of Education and School District; (2) continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement; (3) direct the working forces, including the right to hire, evaluate, promote, suspend, and discharge employees, transfer

employees, assign work or duties to employees, determine the size of the work force, and to layoff employees, but not in conflict with the provisions of this agreement.

#### **B. Authority**

The Association recognizes that the Board is legally responsible for the operation of the entire school system within the boundaries of the school district, and that the Board has the necessary authority to discharge all of its responsibilities subject to laws above mentioned, and to the provisions of this agreement.

#### **C. Administrative Staff**

In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to the establishment of education policies, the construction, acquisition and maintenance of school buildings and equipment, the hiring, transfer, assignment, supervision, discipline, promotion, and termination of employees, including the right to fill temporary absences with the substitute of their choice, and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law. No actions shall violate any of the expressed terms of this agreement, and no rules and regulations, shall be adopted or revised, which violate the express terms of this agreement unless mandated by law.

#### **D. Emergency Situations**

Upon request of the administration, an employee shall remain on duty as long as needed in the event of emergency situations as determined by the Superintendent or her/his designee.

### **ARTICLE 3 EMPLOYEE RIGHTS**

#### **A. Discipline**

No employee who has successfully completed the probationary period shall be disciplined without just cause. Discipline includes warnings, reprimands, suspensions, reductions in rank or pay and discharge. Any such discipline, which is to be made a permanent part of the employee's personnel file, shall be subject to the grievance procedure herein set forth. Upon request, the specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing if the disciplinary action is documented in the employee's file.

The Board agrees with the concept of progressive discipline, except in cases where there has been violations of the law or extreme violations of the rules and policies of the District; and will endeavor to follow the normal progression of oral warnings, written reprimands, suspensions with or without pay, and finally, dismissal if necessary.

#### **B. Right to Representation**

An employee shall be entitled to have present a representative of the Association during any meeting which leads or may lead to disciplinary action beyond an oral warning. When a request for such representation is made, the administration shall take no action with respect to the employee until such representative is present. The Association agrees that the Board shall also have the right to request the presence of an Association representative at any meeting with an employee when it appears disciplinary action is likely. Representatives will be designated by the Association and a list of these representatives will be given to the administration.

### C. Evaluation and Employee Files

1. Administrators are responsible for the supervision and evaluation of all employees. For employees whose immediate supervisor is a fellow association member (i.e. custodians/head custodians, cook/head cook, paraeducator/teacher, etc.), the employee will be informed of the immediate supervisor's name, in writing, by the administrator, prior to the start of the third week of fiscal/school year. The employee's job performance will initially be assessed by the immediate supervisor. Then, the administrator will review the assessment to confirm that it is consistent with her/his observations, record any area of disagreement and/or additional comments, and meet with the employee and the immediate supervisor to discuss the employee's evaluation. At the conclusion of the meeting, all parties will sign and date the evaluation. If an employee requests to meet with the administrator and/or immediate supervisor to discuss her/his goals and responsibilities, such meeting shall be held at a mutually convenient time.
2. Each employee will be evaluated in writing on an annual basis. No evaluations or material shall be placed in the employee's file unless the employee has had an opportunity to review the material. Complaints against the employee, if deemed important by the administrator, shall be put in writing with the names of the complainants, administrative action taken, and the remedy recommended clearly stated. When asked to sign any material, the employee shall understand that such signature indicates awareness of the material, but in no instance shall the signature be interpreted to mean agreement with the content. The employee may submit a written notation regarding any evaluation or material which shall be attached to the file copy of the material in question.
3. An employee will have the right, upon request, to review the contents of her/his personnel file excluding initial references. After material has been in the personnel file for an extended period of time, the employee may schedule an appointment with the Assistant Superintendent for Business to review the entire file and formally request that consideration be given to removing outdated material from the file. The official personnel files are kept in the Business Office at the Administration Building.
4. Upon receipt of a Freedom of Information Act (FOIA) request for all or part of an employee's personnel file, the district will notify the Employee and the Association of the request. The Employee may request to review their file before information is released.

## ARTICLE 4 CONDITIONS OF EMPLOYMENT

### A. Probationary Period

1. An individual hired to fill a permanent vacancy shall be considered to be on probation and shall have no seniority until s/he has been an employee for ninety (90) calendar days. During this period, said employees shall not be subject to this Agreement. Such probationary employees may be laid off or discharged without regard to this Agreement, and the Board shall have no obligation to recall or rehire such employees.
2. Uniforms for custodial/maintenance and food service personnel will not be provided until the end of the probationary period unless specified by the Assistant Superintendent for Business.
3. Upon successful completion of the probationary period, the employee shall acquire seniority and shall be placed upon the seniority list with a seniority date which is the same as her/his date of hire. Further, upon obtaining seniority status, the employee will be paid for holidays and sick leave, if they qualify, which occurred during the probationary period.
4. The Assistant Superintendent for Business, or her/his designee, shall provide a written notice to each employee following the completion of the probationary period indicating the successful completion of probation and the employee's job placement.

## **B. Professional Improvement**

The Board of Education will reimburse the employee for the cost of courses taken by the employee to improve the employee's performance. Such courses must be approved in advance by the Assistant Superintendent for Business.

Custodial/maintenance employees shall receive reimbursement for class registration fees and certification/licensing fees when obtaining and/or renewing certification or licensing when required and/or approved by the school district.

## **C. Health**

1. The Assistant Superintendent for Business may require an employee have on file in the Business Office a health certificate signed by a licensed physician approved by or satisfactory to the Board certifying that the employee is physically fit to perform the full scope of her/his duties. Continued employment in any position shall be contingent upon the individual's continuing physical fitness to capably handle her/his duties.
2. This certificate must be renewed at the option of the Assistant Superintendent for Business or his designee.
3. The cost of the initial physical examination will be paid by the Board of Education after delivery of the physician's statement for services rendered to the Assistant Superintendent for Business. The Board will, in the same manner, pay the cost of additional examinations required by it.
4. Each employee shall meet applicable state requirements concerning tuberculosis examinations. Failure to comply with this requirement will result in layoff, without pay or other benefits until such requirements have been met; PROVIDED, an employee who has failed to comply with the state requirements within ten (10) days from the date of layoff for failure to meet such requirements shall be considered a voluntary quit. The Board will reimburse the employee for the cost of such examination after delivery of the statement for services rendered to the Assistant Superintendent for Business. A written receipt indicating the amount paid by the employee must be submitted for reimbursement. The Board will reimburse the actual amount paid by the employee so long as this amount does not exceed the amount charged by the Kent County Health Department for the same test.
5. An employee absent because of an extended or serious illness of 7 days or more, shall upon request of the Administration, present at the office of the Assistant Superintendent for Business prior to a return to service, a statement from a licensed physician indicating that the employee's health is satisfactory to resume normal duties.
6. The Board reserves the right to send the employee to a Board appointed doctor if the Board pays the cost of such examination.

## **D. Work Week/Work Year/Work Hours**

A work week for overtime computation purposes shall begin at 12:01 a.m. on Saturday and end at 12:00 Midnight on the following Friday. The number of hours worked each week will vary with the job category and building assignment. The normal work week for all employees will be Monday through Friday with the exception of the custodians per the Custodial Concession Agreement, their work week would also include Tuesday through Saturday.

If new positions are added in the future that require regular work on Saturday or Sunday, a posting notice will state this schedule. The schedule will be within the framework defined below, if any. The work schedule (hours and shift) will be determined by the Administration. All changes in work shifts will be discussed in advance with individual(s) involved and where possible, personal preferences for shift assignment will be taken into consideration.

## 1. Custodial/Maintenance Hours

The working day for full-time Custodial/Maintenance employees shall consist of eight (8) hours per day during the school year. With prior approval of her/his administrator, full-time Custodial/Maintenance employees have the option of ten (10) hours per day for a 4-day work week, nine (9) hours a day for four (4) days and four (4) hours on the fifth day, for a 5-day week; or eight (8) hours per day during vacation periods. The lunch/dinner period will be without pay and is not included in the eight (8) hour work period. Employees classified as Custodial/Maintenance will be scheduled to work the hours or shift that the Administration determines to best meet the needs of the district. The work schedule will be within the range of hours detailed below for each shift. Any changes in starting time or shift will be communicated to any employee at least ten (10) work days in advance of the change.

- a. *First Shift*—The first shift is any shift that regularly starts between 5:30 a.m. and 8:00 a.m.
- b. *Second Shift*—The second shift is any shift that regularly starts between 1:00 p.m. and 5:00 p.m. It is agreed that up to three (3) second shift employees may come in as early as 12:00 noon.
- c. *Third Shift*—The third shift is any shift that regularly starts between 9:30 p.m. and 12:00 midnight.

Cleaners work year shall be forty-three (43) weeks per year, generally working no more than six (6) hours per day. In the event a custodial cleaner substitutes in a custodian position for more than one (1) day during the school year, s/he shall be paid at the custodian rate.

NOTE: Full-time second and third shift Custodial/Maintenance employees will be required to schedule a lunch/dinner. This lunch/dinner will be scheduled by the supervisor at approximately the mid-point of the work shift for each employee. Custodial/Maintenance employees working part-time (less than eight hours) will be scheduled to start their work shift when needed.

It is recognized there is a need in the Maintenance Department to have someone on call 24 hours a day. Therefore, the parties agree to designate a lead maintenance person within the Custodial/Maintenance classification of the bargaining unit. Duties of this position shall include, but not limited to:

- 1) Snow watch and the coordination of calls to maintenance
- 2) Coordination with the City of East Grand Rapids for snowplowing
- 3) On call 24 hours a day for emergencies

The lead maintenance person will receive a \$1/hour stipend in addition to his regular pay for performing the above duties. (Moved from LOA page 50 of the 2006-2008 Master Agreement)

## 2. Secretarial Hours

The working day for full-time secretarial employees shall consist of eight (8) consecutive hours per day. The normal working hours are between 7:00 a.m. and 5:00 p.m. However, there are instances where these hours can vary. It is up to the building principal or immediate supervisor to work out a satisfactory lunch hour as well as other changes in the 7:00 a.m. to 5:00 p.m. work day range.

School year secretaries will generally return to work on the Monday, which precedes three (3), four (4), or five (5) weeks prior to the instructional start of the school year. This day will be determined annually based on the first day of student instruction. Exceptions to this will be communicated by administration before implementation.

School year secretaries may be requested to return earlier due to unusual circumstances. This would require mutual consent of the building administrator and the secretary.

(Moved from LOA page 49 of the 2006-2008 Master Agreement)

### 3. **Teacher Assistant Hours**

Each actual 179 school year work day consists of a minimum of seven hours (7), excluding a lunch period. Employees working less than seven hours per day shall have their salary prorated based on a seven-and-a-half-hour (7-1/2) day.

Each actual extended school year work day consists of a minimum of six hours (6), including a lunch period.

All absences and/or deviations from the normal work schedule must be reported to the immediate supervisor at least one (1) hour prior to the start of the employee's work shift. Failure to give at least one (1) hour notice could subject the employee to disciplinary action.

### E. **Lunch Periods and Rest Periods (Breaks)**

Employees working four (4) hours or more may schedule an appropriate lunch period of thirty (30) to sixty (60) minutes with their supervisor. The final determination as to the length and time of the lunch break will rest with the supervisor. Each employee working three (3) hours per day or more shall receive one (1) paid fifteen (15) minute break for each complete three (3) hour block of time worked consecutively. Employees working seven (7) or more hours per day shall be allowed two (2) break periods. The rest period will be scheduled by the employee's supervisor.

The Board shall provide without charge to all Food Service employees the equivalent of one (1) adult lunch per day. The lunch must be eaten on the work day earned and consumed on Board property.

NOTE: Breaks are not to be accumulated, and an employee is not allowed to take this paid rest period at the beginning or end of the regular work schedule.

### F. **Overtime and Call in Pay**

#### 1. **Overtime**

Time and one-half (1-1/2) of the employee's regular hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours worked in any work day or in excess of forty (40) hours in any work week, PROVIDED, that overtime pay shall not be pyramided. Per the Custodial Concession Agreement, the first 40 hours per week will be paid at regular time. Anything over 40 hours per week will be paid at the overtime rate. Overtime, for full-time maintenance employees, will not be paid for hours worked in excess of eight (8) hours worked during vacation periods, provided the employee is not scheduled to work in excess of 40 hours in any work week. All overtime must be approved in advance by the supervisor. When calculating "hours worked" for overtime pay purposes, paid leave (sick leave, Personal Business Days, and family illness) will not be considered "hours worked." For example, if an employee WORKS thirty-six (36) hours in a particular work week and also qualifies for eight (8) hours of paid sick leave that same week, s/he will not be paid overtime unless s/he exceeded eight (8) hours on a given day. In the event no employee volunteers for overtime duty, assignment of additional hours will be based on seniority starting with the least senior employee in the classification rotating through the list. When the rotation of the seniority list has been completed or at the beginning of a new school year, the order will be repeated.

NOTE: Paid holidays and paid vacation days approved at least five (5) days in advance will be considered as "hours worked" for calculation of overtime.

#### 2. **Call In Pay/Emergency Call In**

In the event an employee is called in to work or to help in an emergency (not scheduled at least forty-eight (48) hours in advance) which requires an additional trip to work, the employee shall be paid at a rate of one and one-half (1-1/2) times her/his regular rate of pay for a minimum of three (3) hours. This pay shall be computed on a portal-to-portal basis from the employee's home.

### 3. Call In Pay/Prescheduled

If an employee is scheduled to work on a Saturday or Sunday at least forty-eight (48) hours in advance of the time s/he actually works, the pay will be at one and one-half (1-1/2) times the regular hourly rate of pay. The employee will be guaranteed a minimum of three (3) hours pay at the overtime rate, but will only be paid under these conditions for actual hours worked at the site (no portal-to-portal).

### 4. Food Service Banquets

Banquet assignments for Food Service employees will be made on a voluntary, rotating basis amongst the employees in the same classification. Assignments for major events (including but not limited to the Antique Show, Arts and Crafts Fair and Special Olympics) will be based on district seniority. Assignment for all other events will first be offered to the affected building Food Service employees based on rotating seniority. Rotating schedules will be posted and based on seniority within a category, with the exception of the assignment of a head cook/chef by the Food Service Director. All Food Service employees who have indicated a desire to work banquets will be listed on the appropriate (i.e. major events or building events) rotating schedule. This list will include regular and part-time Food Service employees who are in the bargaining unit who have indicated a desire to work banquets.

## G. Time for Transportation Employees

1. Calculation of Time — Paid time will be calculated as follows:
  - a. Pre-trip to post-trip: driving time shall be calculated from the time the driver begins their 15-minute pre-trip to the time the driver completes their 15-minute post-trip.
  - b. Minimum guarantee: drivers are provided one hour guaranteed paid time for any route that is less than one hour. Saturday or after school trips are guaranteed two (2) hours for any route that is less than two (2) hours.
  - c. School closing or absent students: drivers shall not lose paid time due to unscheduled school closing or absent students.
2. Bus Timing: The timing of routes shall be made by the Transportation Director, after conferring with the driver.

## H. Bus Driver Route and Extra Trip Assignments

1. Opportunity to Drive: The Transportation Team shall consist of bargaining unit members and the Transportation Director. Regular drivers, including the Transportation Director, will have the first opportunity to select routes and extra trips (athletic and field trips) by date of hire. During the school year, each driver will be responsible for driving her/his vehicle to and from the garage for maintenance as arranged by the Transportation Director. Training of prospective drivers will be assigned by the Transportation Director. However, the Transportation Director will endeavor to include all drivers who indicate an interest in assisting with the training.
2. Description of runs and routes. Runs shall be considered in blocks of time: 6:00 to 10:00 a.m. (morning), 10:00 a.m. to 1:30 p.m. (noon), and 1:30 to 4:30 p.m. (afternoon). Normally, a route has two or more runs, and consists of transporting a student to and from school.

3. Voice mail and time sheets.
  - a. As of July 1, 2001, transportation employees are not expected to listen to voice mail any differently than any employee.
  - b. Time in between route pick-ups is designated to work on time sheets and for listening to voice mail.
  - c. Time when students do not attend due to absence, for which drivers are paid, can be designated for voice mail and time sheets.
  - d. Time not needed for fueling or other route pieces not needed on a given day for which drivers are paid, will be used for voice mail and time sheets.
  - e. Sample time sheets are provided. Each route has a daily breakdown of special and regular education hours for time sheet reference.
  - f. Meetings on Monday will be targeted to end at 10:30 a.m. to complete time sheets from the previous week. If the Transportation Director isn't at the meeting at 9:30 a.m., the drivers can use that time to complete time sheets and listen to voice mail.
4. Rotation list. The rotation list shall be established each school year in seniority order as outlined in Article 7. Section A.
5. Assignment of regular routes.
  - a. Establishment of routes: No later than two weeks prior to the start of the school year, the Transportation Director and Transportation Representative of the bargaining unit, will begin meeting to establish routes. The routes will be reviewed by the Transportation Director and the Transportation Representative. Input will be solicited from the Transportation Representative in an effort to make routes as equitable as possible. If one week prior to the start of the school year, the parties have failed to reach consensus on establishment of routes, the Transportation Director will make the final determination on any areas that are unresolved. Regularly scheduled fueling times, not to exceed **sixty (60)** minutes, will become a part of the drivers regular route.
  - b. Extra Trip Route: An extra trip route, which may be combined with regular route duties that average thirty (30) hours per week, may be established. The extra trip route driver will be assigned the number of trips needed to reach 30 hours in a week, prior to any extra trip being posted. The extra trip driver may be required to work Saturdays and will be allowed up to four (4) refusals per year of trips assigned.
  - c. Route selection: The route selection process shall be done cooperatively by the Transportation Team and shall be completed one week prior to the start of school. Transportation team members shall choose routes by date of hire. The Transportation Director will have the first opportunity to drive any route which is less than thirty (30) hours and uses a school vehicle with a capacity of less than sixteen (16) passengers.
  - d. Additional runs/pick-ups after initial route selection: In the event a new run or pick-up is needed after the initial route selection process has taken place, the Transportation Director and the Transportation Representative will meet to schedule the additional run/pick-up within one week, as outlined in 4. a., above. If the parties have failed to reach consensus on the assignment within two (2) weeks, the Transportation Director will have the final determination in any areas that are unresolved. However, the following exceptions will apply:
    - 1) The Transportation Director may temporarily assign the run/pick-up until s/he is able to meet with the Transportation Representative.
    - 2) In the event a driver(s) has lost an average of 5 or more hours per week of her/his run time anytime during the school year, all new runs/pick-ups will be assigned to said driver, in order of seniority, until time lost has been recovered.



- 3) In the event a driver(s) has gained an average of 5 or more hours per week of her/his run time anytime during the school year, an attempt will be made to not add more time.
  - 4) In the event a new run or pick-up is created 6 weeks after the initial route selection process has taken place, the Transportation Director may arrange for the run or pick-up through assignment to a driver, a parent contract or a contract with a neighboring district. Said arrangement may remain in effect until the start of the next semester, at which time the process outlined in 4. a., above, will apply.
  - e. Drivers will be paid through any downtime between runs that is less than thirty (30) minutes.
6. Assignment of Extra Trips
- a. Posting of Extra Trips: Extra trips shall be posted forty-eight (48) hours in advance, except in emergency situations. The posting shall include the estimated time, destination, and group. Trips with less than 48 hours notice will be posted at the maintenance building with a trip slip attached. A driver may take the slip, put their name on it and notify the Transportation Director immediately that they are doing the trip. If the Transportation Director cannot be reached directly, ask base to notify him/her.
  - b. Assignment of Extra Trips: Extra trips shall be offered to regular drivers by date of hire, and then substitutes, regardless of when it is posted, unless acceptance of the trip would put the driver over 40 hours for the week. In the event an extra trip is not selected, the assignment of a driver will be based on seniority starting with the least senior driver and rotating through the list. When the rotation of the seniority list has been completed or at the beginning of a new school year, the order will be repeated.
  - c. Giving Up Runs: Drivers can give up a regular run to take an extra trip only when a substitute driver is available to cover their run.
  - d. Cancellation of Extra Trips: In the event that an extra trip is canceled after 2:30 p.m., the driver will receive one hour extra trip pay for the canceled run and their name will be returned to the rotation list.
  - e. Shuttling: In the event that a driver is shuttling any extra trip and has less than one hour down time, pay shall be at the regular driving rate.
7. Assignment of Summer Routes
- a. Summer Posting: Summer routes shall be posted no later than one week prior to the last day of the school year. The posting shall include the estimated time of the route, the vehicle to be used, and a general description of the route.
  - b. Summer Route Selection: The summer route selection process shall be done cooperatively by the Transportation Team. Route selection will be completed between the posting date and the last day of the school year. If the Transportation Team fails to reach consensus on route selection, the route will be awarded, as posted, by date of hire. In the event that not all routes are selected, the Transportation Director shall assign any unselected routes to substitute employees.
  - c. Timesharing of Summer Routes: If requested, summer routes may be timeshared, provided the arrangement is agreed to by the Transportation Team, does not result in additional costs to the district, and the drivers involved take responsibility for the additional communication required. If the Transportation Team fails to reach consensus on timesharing, the route will be awarded as posted.
8. Substitute Runs
- a. A portion of a run may be substituted, in an emergency.
  - b. If the substitute run replaces the driver's regular run, and if that run has fewer hours than her/his regular run, the driver shall experience no loss in pay.
  - c. In the event all regular drivers refuse a substitute run and there is no substitute driver available, the Transportation Director shall assign the run to the least senior employee.

## 9. Layover Time and Pay

Drivers will be paid for layover time for special trips. Drivers are responsible for their vehicles at all times.

### I. Bus Driver Certification

1. Required Licenses: All drivers are required to maintain a Commercial Driver's License (CDL) as administered by the Michigan Department of State.
  - a. A "C" endorsement is required for all drivers who drive vehicles in the capacity of less than 16 passengers.
  - b. A "B" endorsement and an air brake endorsement is required of all drivers of vehicles with a capacity over 16.
  - c. All drivers are required to maintain a "P" passenger endorsement.
2. Drivers Safety Education Course: All drivers are required to successfully complete a drivers safety education course and additional courses as required by the Transportation Director. The rate of pay for required course work will be one-half (1/2) of the driver's regular rate of pay.
3. Pay for Licenses: The additional costs for a driver's license and certification that are required to be eligible to drive will be reimbursed by the Board provided that the driver provides a receipt and satisfactorily meets all license and certification requirements. Reimbursement shall be limited to one (1) road test and one (1) CDL license fee per renewal. The Board will not pay for the renewal of a driver's regular license.
4. Driving Record: Driving/traffic records may be checked annually. The acquisition of points for poor driving may result in the loss of the driver's position.

### J. Bus Driver Pay

Drivers will be paid at one hourly rate based on the appropriate wage scale and step in Appendix A for any and all work including meetings, regular runs, and extra trips.

## ARTICLE 5 PAID LEAVES

Paid leaves will be recorded as hours instead of days. Example: One vacation/sick/personal day = 8 hours (or the same number of hours an employee currently works per day.)

### A. Paid Holidays

Employees regularly scheduled to work fifty-two (52) weeks per year, school year secretaries, and teacher assistants will be paid for the following eleven (11) holidays at their regular rate of pay for the number of hours normally scheduled to work. Per Custodial Concession Agreement, custodial employees will not be paid for the eleventh holiday.

Friday before Labor Day	Day before Christmas	Memorial Day
Labor Day	Christmas Day	July 4th*
Thanksgiving Day	Day before New Year	Eleventh Holiday 10/11 July 5, 2010
Day after Thanksgiving	New Year's Day	Eleventh Holiday 11/12 July 5, 2011

\*School year secretaries will be paid for holidays which occur during summer recess in their first paycheck following their return to work in the new school year.

School year employees working fifteen (15) hours per week or more and less than fifty-two (52) weeks per year will be paid their regular rate of pay for the number of hours normally scheduled to work for the following nine (9) holidays:

Friday before Labor Day	Day after Thanksgiving	Day before New Year
Labor Day	Day before Christmas	New Year's Day
Thanksgiving Day	Christmas Day	Memorial Day

In order to be eligible for holiday pay, employees must:

- Have seniority as of the date of the holiday;
- Be an active employee as of the date of the holiday; and
- Have worked the last scheduled work day or be on an approved paid leave immediately preceding and immediately following the holiday, unless excused.

Eligible employees will be paid holiday pay at straight time hourly rates for the number of hours per day normally worked when the holiday occurs.

Should any holiday fall on a Saturday or a Sunday, the Monday following will be considered a paid holiday. There may be exceptions to this policy where the school calendar dictates.

When half day holidays are agreed to, day shift employees will start their work schedules at the normal time and work one-half (1/2) their normal shift and night shift employees will work a four hour shift.

In the event a holiday falls within an employee's vacation period, s/he shall be paid for that holiday in addition to vacation pay or shall be given an additional vacation day at the employer's option.

## B. Paid Vacations

- An employee normally scheduled to work forty (40) hours per week shall be eligible for paid vacation benefits indicated below if they completed the length of service shown by June 30 of the year the vacation days were accrued:

<i>Completed Service as of June 30</i>	<i>Length of Vacation</i>
Less than 12 Months	Same ratio to ten (10) as the number of days of employment before the vacation are to 365
1 Year through 7 years completed as of 6/30	Ten (10) work days
8 - 13 Years completed as of 6/30	Fifteen (15) work days
14 Years or more completed as of 6/30	Twenty (20) work days

Employees who are employed for less than a fifty-two (52) week year with less than 14 years of service, shall be entitled to paid vacation days on a pro rated basis. The pro ration will be based on the number of weeks worked in relation to fifty-two (52) when applied to the chart above. Under no circumstances will employees working less than fifty-two (52) weeks with less than 14 years of service, be entitled to more than ten (10) days of vacation. Per the Custodial Concession Agreement, custodial employees may accrue a maximum of 3 weeks vacation.

Employees working less than fifty-two (52) weeks, and with 14 years of service or more shall be entitled to no more than twelve (12) days of vacation, unless the total number of school break days (i.e. Christmas break, Spring break, Mid-winter break) increases. In said instances, employees shall be entitled to enough leave days to cover such school breaks up to the total allowed vacation days, as per the above vacation accrual schedule.

2. In order to be eligible for vacation as set forth in Paragraph 1, an employee must:
  - a. Have seniority at the time of the taking of the vacation;
  - b. Be an active employee; and
  - c. Regularly be scheduled to work forty (40) hours per week.
3. Vacation time off shall be scheduled with the approval of the immediate supervisor and the Assistant Superintendent for Business. Unless other arrangements are made with the immediate supervisor and the Assistant Superintendent for Business, employees who are employed for fifty-two (52) weeks shall take their vacation time off during those vacation periods scheduled during the year. Exceptions to this may be made on an individual basis when the Assistant Superintendent for Business believes circumstances dictate.
4. Vacation periods shall not accumulate or carry over from one year to the next unless a vacation period is denied at the convenience of the Board or unless the Assistant Superintendent for Business agrees, in writing, to such accumulation or carryover.
5. Eligible employees who terminate their employment with the Board for any reason whatsoever without two weeks notice of termination shall not be entitled to accumulated vacation benefits or pay. Those employees who terminate their employment for any reason whatsoever and who provide two weeks notice of said termination will receive vacation pay, pro rata.
6. A written request on a "Request for Leave" form designating the vacation period desired shall be filed with the Assistant Superintendent for Business at least five (5) work days prior to the vacation time requested. The Assistant Superintendent for Business will make the final determination on vacation dates requested.

Employees shall not be paid in lieu of taking vacations.

Extra days of vacation without pay will not be allowed except under very unusual circumstances. The Assistant Superintendent for Business will make the final determination on all requests for unpaid leave.

7. Employees working fifty-two (52) weeks and twenty (20) or more hours per week up to forty (40) hours per week shall be granted five (5) days vacation based on their regularly scheduled hours (i.e. employees regularly working five (5) hours per day shall receive twenty-five (25) hours vacation pay [five (5) hours times five (5) days] ).
8. Teaching Assistants and Bus Drivers who complete work in a regularly scheduled extended school year program shall receive the following vacation days:
  - 6 vacation days at the completion of summer 2010, 2011 and 2012Vacation days may be used at the completion of the extended school year program or on non-student attendance days of the following school year. Designation of time period use of vacation days must be made at the beginning of the extended school year program.
9. One floating leave day will be granted to those employees who do not qualify for vacation, to be used only during days when school is not in session (example: Christmas Break, Mid-Winter Break, Spring Break, etc.)

### C. Paid Disability Leave

1. All employees working fifteen (15) hours or more per week shall, from and after successfully completing their probationary period, be credited with one day of disability leave for each full calendar month they are scheduled to work. These days will be credited to the employee's disability leave bank on the first day of work on or after July 1 of each year. Such disability leave will accumulate without limitation.

Per the Custodial Concession Agreement, custodial employees are eligible to receive a total of ten (10) disability days per year. An employee with credited disability leave who is disabled due to illness, injury, or pregnancy shall be paid full salary for all days normally scheduled to work, charged against accumulated disability leave until disability leave is exhausted. Thereafter, absences shall be without payment of wages or Board paid fringe benefits. Once disability leave is exhausted, an employee must request an unpaid leave or be considered terminated.

2. School year employees will accrue ten (10) disability leave days per school year. These ten (10) days will be pro rated if the employee works less than a full school year. Teacher assistants will accrue twelve (12) disability leave days per year. An employee will note on her/his time sheet "sick leave" when such a day is used. Notification of absence under this provision will be as soon as practicable, but in no case less than one (1) hour prior to normal starting time.

3. All leave provisions shall be consistent with the Family Medical Leave Act (FMLA). Employees may take leave with health benefits for birth, adoption, or serious medical conditions affecting themselves or an immediate family member.

4. All employees in the bargaining unit who do not use any of their allotted sick time during a fiscal year from July 1 to June 30 shall receive a bonus of one (1) additional day of pay on the first check following the end of the school year.

Note: In the event that an employee leaves the Board's employment for any reason, or is granted any unpaid leave of absence, the number of disability leave days as described above shall be pro-rated and reduced on the following basis: One (1) disability leave day shall be reduced for each twenty (20) scheduled days not worked, excluding paid vacation and paid holidays, rounded to the nearest half day. If the pro-ration indicates that the employee has "over utilized" disability leave, the employee will reimburse the Board by any of the following methods: A) payroll deduction; B) from accrued paid vacation; or C) direct payment by the employee. The method of repayment will be determined by the employer.

### D. Illness in Immediate Family

1. Absence without loss of salary shall be allowed not to exceed five (5) days per each occurrence for illness in immediate family (spouse, son, daughter, or parents). If an illness qualifies under the FMLA, the employee may use sick leave. This provision will apply to the immediate family members described if:

- a. They live in the same household with the employee, or
- b. They are the primary responsibility of the employee.

2. This provision is granted with the understanding that it is intended to be a shared responsibility with the employee's spouse, if any, or other adult members of the immediate family.

Doctor appointments (except for emergency medical treatment) will not qualify under this provision.

Such absence shall be deducted from the employee's accumulative disability leave.

## E. Personal Business

1. Each employee regularly working fifteen (15) hours or more during the school year will be allowed three (3) days of absence during each fiscal year without loss of salary, to transact personal business which cannot be conducted outside their regular work day. Such day(s) of absence shall not be deducted from the employee's paid disability leave bank. To qualify for this benefit, the request must adhere to the requirements below.

2. Employees regularly scheduled to work the first shift throughout the fiscal year and who are scheduled to work thirty-seven and one-half (37-1/2) hours per week for a fifty-two (52) week period, shall be allowed three (3) days of absence during each fiscal year to transact personal business which cannot be conducted outside their regular work day. If these personal business days qualify by meeting the requirements detailed below, they will be approved without loss of pay. These personal business days will not be deducted from the employee's paid disability leave bank.

3. A personal business day may not be used immediately before or following a vacation or holiday, except by express approval of the Assistant Superintendent for Business or her/his designee.

4. It is understood that personal business days are not intended to be used for non-business purposes. Personal business days can not be used for the following:

- a. To seek other employment.
- b. To engage in other employment.
- c. For travel. (Unless the travel is necessary to get to an event that occurs on a regular work day and qualifies under the Personal Business section of the contract.)
- d. For business that could be conducted during non-work hours.

NOTE: It is agreed that the definition of "Personal Business" will include unique events of the immediate family which occur during the work shift of the employee on a scheduled work day (examples: college registration, graduation, wedding, etc.)

5. One quarter (1/4) personal business day can be used for routine or periodic doctor or dentist appointments.

6. An applicant for a business day is required to state the general reason for such absence and complete the "Request for Leave" form at least five (5) calendar days in advance. In cases of emergency, the five (5) day requirement can be waived by the Assistant Superintendent for Business.

7. Personal days are non-cumulative. These days must be taken in equivalent quarter (1/4) day units. When personal leave is used, the employee will be compensated at her/his hourly rate for the number of hours normally worked.

## F. Death in the Immediate Family

1. Absence without loss of salary for up to five (5) working days per occurrence will be allowed within the categories listed below:

Death in the employee's immediate family (spouse, children, parents, brothers and sisters, grandparents, parents-in-law, brothers- and sisters-in-law, grandchildren, daughters-in-law, and sons-in-law)

2. Each day of absence specifically covered under the terms of Section "F" of Article 5 shall be charged against the employee's accumulated disability leave days.

### **G. Absence for Jury Duty**

Any employee summoned to jury duty shall be paid full salary for each working day of absence, provided that the employee pays the Board the jury fee less mileage expenses.

### **H. Worker's Compensation**

1. All injuries and/or disabilities which are claimed to be job related, no matter how slight, are to be reported immediately to the immediate supervisor. All potential claims against Worker's Compensation should be documented within twenty-four (24) hours of the occurrence by completing the "Report of Injury to Employee" form.
2. For any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law, sick leave payments will not exceed the difference between the benefits paid under the provisions of the act and normal wage. Said sick leave payments shall be charged against the employee's accumulated sick leave days until such days are exhausted.
3. Verification of disability and the relationship between the disability and employment may be required. Such verification shall be from medical personnel approved by or satisfactory to the Board.
4. The Board may, but is not required to, place an employee in an assignment within restrictions established by medical personnel approved by or satisfactory to the Board.
7. Once an accident claim has been filed with the Board, it will be the Board's responsibility to file the claim with the Worker's Compensation insurance carrier. After the claim is filed with the insurance company, all claims, problems, reimbursements, etc. must be worked out directly between the employee and the insurance company.
8. An agreement will be signed with an employee seeking Worker's Compensation, that upon receipt of benefits, the district will be reimbursed payment in excess of 100%.

### **I. Compulsory Absence**

Any employee served with a subpoena resulting in involuntary absence, shall be paid her/his wages, provided that the witness fee, less mileage expenses, is paid to the Board.

### **J. Other Paid Leaves**

The Assistant Superintendent for Business shall have discretion to grant emergency leave for death, illness or other emergencies which are not specifically covered under the terms of this contract.

## **ARTICLE 6 UNPAID LEAVES**

### **A. Unpaid Disability Leave**

1. Any employee whose disability extends beyond the period of compensation provided by the accumulated disability leave provisions and using paid vacation days (provided the employee may reserve up to five (5) days of accumulated vacation) shall request in writing and be granted a leave of absence without pay for up to one (1) calendar year. Upon request, the Assistant Superintendent for Business may grant additional time.

2. When an employee's accumulated disability leave is exhausted, further absence will result in full deduction of salary during the period of absence and fringe benefit premium cost will become the responsibility of the employee.

**B. Return from Unpaid Disability Leave**

1. Written notification to the Assistant Superintendent for Business of intent to return from an unpaid disability leave of absence must be given at least ten (10) work days prior to the date of return. If an employee who has been on Long Term Disability is able to return earlier than the timelines specified above, the Assistant Superintendent for Business will return the employee to the same or comparable job held by the employee before going on leave, although it is recognized that such assignment cannot be guaranteed. Any employee on leave of absence without pay shall not be entitled to advancement on the salary schedule. Upon return from leave of absence, the Assistant Superintendent for Business will make every effort to return the employee to the same or comparable job held by the employee before going on leave, although it is recognized that such assignment cannot be guaranteed.

2. The employee shall provide medical verification indicating the need for the disability leave if requested by the Assistant Superintendent for Business.

**C. Child Care Leave**

Upon at least sixty (60) days advance request, a non-probationary employee shall be granted a child care leave of absence, without pay or other benefits, beginning either upon the conclusion of a disability leave due to pregnancy or upon the delivery of an adopted child; provided that such leave will be granted to only one of two parents, if both are employed by the District. Such leave shall extend for not more than one year unless an extension is granted by the Assistant Superintendent for Business. In the event of the death of the child, the leave may be terminated provided both parties agree. The employee shall, not less than thirty (30) days prior to the expiration of the leave, notify the Assistant Superintendent for Business of her/his intent to return. Failure to do so will be treated as a resignation of employment. The employee shall be placed in her/his same or comparable position, provided that proper notice of intent to return has been given.

**D. Military**

An employee shall be granted a leave of absence without pay to serve in the United States military under the following circumstances: the employee is called into service, the employee is activated as a member of the reserve forces, the employee enlists in anticipation of induction, or the employee enlists during a period of time when our country is at war. Full credit on the salary and seniority schedules shall be granted for such time spent in military service. The employee's employment will terminate upon any voluntary extension of such military service.

**E. Other Unpaid Leave**

Any absence for reasons not specifically covered under the terms of this contract must be discussed in advance with the Assistant Superintendent for Business or her/his designee.

**F. Conditions Applicable to all Leave of Absences**

Any employee desiring a leave of absence heretofore described, or a leave of absence for any reason not mentioned, shall apply, in writing, to the Assistant Superintendent for Business indicating the period of proposed absence and the reason therefore. Approval of all leaves and extensions shall be discretionary with the administration or Board, except as otherwise provided herein. If the request for leave is approved, the approval shall indicate the period of absence, whether it is without or with pay, whether or not it will be charged against sick leave, and (if it extends into another school year) whether the employee will receive credit on the salary schedule for their period of absence. Upon return from any approved leave, the employee shall be credited with unused sick leave which s/he had at the time the leave began, but shall not be credited with sick leave days for the period of the leave of absence.

**G. FMLA**

A notice of FMLA rights is included as Appendix F. The leave provisions of this contract shall be construed consistently with the Family Medical Leave Act, and its rules and regulations.



## ARTICLE 7 SENIORITY, LAYOFF, RECALL, VACANCIES & TRANSFERS

### A. Seniority

#### 1. Definition

- a. July 1 will be the first day of the year for determining seniority for first year employees. In an employee's first year of employment, seniority will be prorated based upon the employee's date of hire in relation to July 1.
- b. Employees will accrue one (1) year of seniority for each year of continuous service with the District.
- c. Temporary and casual employees working less than 90 days shall not be subject to this Agreement. Temporary and casual employees working more than ninety (90) consecutive calendar days shall become probationary employees, unless otherwise agreed to by the Association.
- d. If two or more employees have the same seniority date, their placement on the seniority list shall be determined by a lottery drawing of the names of the employees. The drawing shall be held on or before the first day of the second semester. It will be conducted by the Assistant Superintendent for Business and the Association President. Each affected employee will be invited to attend the drawing.
- e. If an employee transfers from one classification to another classification, the seniority in the former classification will be "frozen" in that classification and, the employee will begin earning seniority in the new classification as of the date s/he starts working in the new classification.
- f. Seniority in one of the classifications does not give an employee rights in any other. Seniority within a given classification does not necessarily qualify an employee for all possible job responsibilities within that classification (i.e. The qualifications for maintenance positions are different than for custodial positions. A food service server will not necessarily qualify to be a head cook.)
- g. If a member works in more than one classification simultaneously, the member shall receive full seniority in the classification(s) in which they are working 15 hours per week or more. Seniority for the classification(s) in which the employee works less than 15 hours per week shall be prorated based on 15 hours. For example, an employee working 7.5 hours per week in a second classification shall receive ½ year of seniority in that classification. The District and the Association recognize that the member is not receiving double seniority.

#### 2. Seniority Lists

The District shall maintain lists indicating classification seniority. There shall be six (6) separate classifications: 1) custodial/maintenance; 2) food service; 3) paraeducator; 4) secretarial 5) teacher assistant; and 6) transportation employees. These lists shall be posted, on or before the first day of the second semester, and shall be available to the Association, upon written request.

If any member of the bargaining unit disagrees with her/his placement on the seniority list, the grievance procedure and timelines must be followed when the seniority lists are posted.

The seniority list attached to this Agreement shall be the formal list. Some non-bargaining unit personnel are included on the list. Effective June 30, 1993, those non-bargaining unit personnel shall have their seniority "frozen."

### 3. Loss of Seniority

Seniority shall be lost if any of the following apply:

- a. The employee retires, quits or is discharged;
- b. The employee is absent five (5) consecutive work days without notifying her/his immediate supervisor. If the Assistant Superintendent for Business is notified of extenuating circumstances which are beyond the control of the employee, the s/he may waive this condition;
- c. The employee does not return from an approved leave of absence within five (5) working days after the leave expires;
- d. The employee does not notify the Assistant Superintendent for Business of her/his intent to return from layoff status within seven (7) working days from date of recall;
- e. If a layoff exceeds sixty (60) months or a period of time equal to an employee's seniority, whichever is less, the employee shall be considered terminated and all contractual rights will cease.

### B. Reduction of Work/Hours

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;
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 still necessary, employees working less than 15 hours per week 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 classifications 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.

### C. Notice of Layoff/Hours Reduction

Thirty (30) calendar days notice of layoff and fourteen (14) days notice of 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 B "Reduction of Work" is followed. However, hours shall not be reduced across a classification to avoid individual layoffs. Additionally, hours can be reduced for food service employees and paraeducators on days when the school calendar has students in school for less than a full school day or not at all.

### D. Bumping

1. An employee who has lost hours shall have the right, based on classification seniority and necessary qualifications, to recover those hours, provided there is no conflict in scheduling. 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, in the subsequent school year, provided the bumping employee possesses the necessary qualifications for the position into which the bump will occur.

2. An employee whose position has been eliminated, may bump, based upon classification seniority and necessary qualifications:
  - a. The least senior employee with the same or most similar hours within her/his present category, or
  - b. Any employee whose position has been eliminated may bump any equal or lower paid position within the classification provided they possess the required license where applicable.
  - c. An employee whose position has been eliminated and who holds seniority in another classification may exercise bumping rights in that classification as stated in b above..

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. Should a layoff/reduction in hours occur six (6) weeks after the start of the school year, part-time paraeducators are not permitted to bump any full-time paraeducators assigned to an individual special education student, until the beginning of the next school year.

Under no circumstances can an employee bump from one classification to another classification where they have not previously accrued seniority, regardless if the employee has more seniority than someone in another classification. (For example, a custodian with 5.5 years seniority as a custodian does not have the right to bump into the food service classification and take away someone's job who may have only 3.0 years seniority, unless said custodian accumulated more than 3.0 years seniority in the food service classification.)

#### **E. Job Placement of Laid Off Employees**

A laid off employee may apply for any posted positions within another bargaining unit classification covered by this contract provided that a laid off employee has the present skill and ability to perform the necessary work by the end of the trial period as outlined in Section H. 4. of this Article. The employee would be given serious consideration for the posted vacancy if s/he meets the qualifications. If the employee is hired under these circumstances, the hourly rate of the employee will be adjusted to a step level of the new category closest to her/his rate of pay in the classification which s/he was laid off.

#### **F. Employment Priority**

Laid off employees shall, upon timely application, be granted priority on all temporary or casual work, provided they are physically able and qualified to perform the full scope of the required work. However, under such circumstances, the employee will not be deemed to have been recalled and will not, except for recall rights, be subject to this Agreement. The administration will make the final determination as to an employee's qualifications for work outside the laid off employee's usual work classification. When work is performed within the employee's classification, the hourly rate of pay will be equal to the employee's regular rate of pay.

#### **G. Recall**

1. A laid off employee will have a contractual right to recall for a period of time equal to her/his seniority, not to exceed a maximum of sixty (60) months. Employees shall be recalled in inverse order of layoff to any position for which they are qualified. Notification of recall shall be by telephone followed by written notification either by first class mail, return receipt requested, or telegram addressed to the employee at the address on file with the Assistant Superintendent for Business. Date of mailing shall be determined by the Board's receipt for mailing. The Board shall not be required to recall probationary employees. Employees who are recalled to a position with fewer hours than they were working prior to recall, or who are recalled to a position outside of their regular classifications, may turn this down and still remain eligible for all recall rights under this contract.

2. If the employee or a member of her/his household is notified of recall by telephone, s/he shall personally advise the Assistant Superintendent for Business in writing of her/his intent to return to work within seven (7) calendar days from the date of written notification.

3. The Board may use any available persons to perform work during the time between notification of recall and the return of such employee.

4. It is the responsibility of the employee to maintain her/his correct address with the Assistant Superintendent for Business. The Board shall have no responsibility or liability for an employee's failure to respond or report for work where the address of the employee on file with the Assistant Superintendent for Business is incorrect.

## **H. Transfers and Assignments**

In order to insure and promote successful and continued operations and because job category are general in nature, temporary transfers between category may be made, fragmentary work from one category may be performed by an employee from another category without a change in category and replacement of absentees may be made by transfer of available employees; PROVIDED that , an employee temporarily transferred to another category shall receive either her/his current rate of pay or the minimum rate of pay of the category to which transferred, whichever is higher.

## **I. Permanent Vacancies**

### **1. Posting**

A vacancy is a newly created position, a current position increased by more than five hours per week within the same fiscal year (except transportation employees), or a position from which an employee retired, resigned, was terminated or was transferred. The administration can add more than five hours per week to a paraeducator position during a semester; however, the position shall be posted and staffed no later than the start of the next semester.

Vacancies, which are to be filled, shall be posted for five (5) working days at each building. Postings shall list: job title, hours, starting date, compensation, immediate supervisor, qualifications per the job description, application process, posting and deadline dates, and contact name and phone number. The administration will send three copies of the posting to each work site. The Association shall notify the administration of the person responsible for posting at each work site. The notice will be officially posted and notice served as of the date that the administration sends the posting notices to the designated Association members.

Interested employees must apply by submitting a letter of interest, with resume preferred but not required, to the Assistant Superintendent for Business, at any time during the posting period.

The following explanation will be added to vacancy postings: Association members will be considered first for this vacancy. The Administration will screen Association members' applications to assess their qualifications for the vacancy. This screening may include an interview. If an internal applicant meets the qualifications, no other applicants will be considered.

### **2. Award of the Job**

The Assistant Superintendent for Business will award the posted job to the employee who is best qualified based on the job qualification listed in the posting. Posting qualifications will be prioritized. Seniority will be the determining factor if qualifications between two (2) or more employees are equal. Prime consideration will be given to present employees who meet the posted qualifications.

### 3. Staffing Paraeducator Positions

- a. Prior to July 1<sup>st</sup> of each year, paraeducators shall be notified of their tentative assignments, including building, supervisor and scheduled hours for the next school year. However, if there will be a reduction in hours and/or layoffs, the Assistant Superintendent for Business will notify the Association President of the potential reductions and/or layoffs. The Assistant Superintendent for Business and the Association President will work together to complete the paraeducator assignments as outlined in this article. Once completed, the paraeducators will be notified of their tentative assignments. The Assistant Superintendent for Business and the Association President will endeavor to complete the bumping process prior to the end of school.
- b. Any vacancy that develops over the summer will be posted on the EGRPS website. The building principal has the right to make temporary assignments as needed until the vacancy is filled permanently. The only exception will be the hiring of paraeducators assigned to work with special education students. If such a new position and/or vacancy is created in the summer, it will be posted and filled during the summer. Any paraeducator interested in being notified of such a vacancy that occurs during the summer, must notify the Special Education Director, in writing, prior to the end of the current school year.

### 4. Trial Period

During the first ninety (90) calendar days in the position, the employee awarded, transferred or assigned to the position may, if performance is not satisfactory, be returned to her/his original category, if a vacancy exists, or to a category where the employee is capable of performing satisfactorily.

### 5. Involuntary Transfers or Promotions

Employees shall not be placed on a lower step on the salary schedule due to an involuntary transfer or promotion. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases the administration reserves the right of final determination as to building assignment and work shift.

## ARTICLE 8 GRIEVANCE PROCEDURE

### A. Definition

A grievance is a claim by one or more employees or the Association of a violation of this Agreement.

### B. Purpose

The purpose of this grievance procedure is to secure at the lowest possible administrative level, a resolution of grievances.

Nothing contained in this grievance procedure shall be construed as limiting the right of any employee to discuss any matter informally with any appropriate member of the administration and of having the grievance settled without intervention of the Association, provided the settlement is not in violation with the terms of this Agreement. Such settlement shall be submitted in writing to the Association within ten (10) working days of the settlement.

### C. Procedure

Since it is important that grievances be processed as rapidly as possible, the time limits set forth in this grievance procedure are maximums. Such time limits may, however, be extended by mutual agreement, in writing, between the Association and the Assistant Superintendent for Business or her/his designee. Grievances must be submitted within seven (7) working days after the facts giving rise to the grievance have occurred. Grievances, except as otherwise provided in this Agreement, shall be processed as follows:

1. By conference between the aggrieved employee and her/his immediate supervisor. In order to be subject to the grievance procedure, matters raised at this level must be clearly identified by the employee as being raised under the grievance procedure. A grieving employee may elect to have a fellow employee with her/him at the conference with the immediate supervisor.
2. If the grievance is not resolved at Step 1, the grievance must be placed in writing stating the facts giving rise to the grievance, stating the section or sections of this Agreement which have been violated, and must be signed by the aggrieved employee. The written grievance must be submitted directly to the immediate supervisor not later than ten (10) working days after the facts giving rise to the grievance have occurred. The immediate supervisor will meet with the grievant and an Association representative, if requested by the grievant, in an attempt to resolve the grievance and will respond in writing within five (5) working days.
3. If the grievance is not resolved at Step 2, the grievance may be forwarded to the Assistant Superintendent for Business not later than ten (10) working days after receiving the immediate supervisor's response in Step 2. Grievances claiming violation of Association rights may be filed at this Step by an Association representative. The Assistant Superintendent for Business or designee will meet with the grievant and, if requested by the grievant, an Association representative in an attempt to resolve the grievance and will respond in writing within five (5) working days.
4. If the grievance is not resolved at Step 3, the Association and the grievant may, not later than ten (10) working days after receiving the written response of the Assistant Superintendent for Business or the date such response was due, whichever is earlier, notify the Assistant Superintendent for Business that the grievance will be submitted to arbitration. If, within ten (10) working days from the notification of the arbitration, the Association and the Board have not mutually agreed upon an arbitrator, the Association shall, within the next five (5) working days, submit the grievance to the American Arbitration Association in accordance with its rules and regulations which shall likewise govern the arbitration hearing.

The arbitrator shall have the authority to decide only unresolved grievances timely raised involving the interpretation or application of specific terms of this Agreement and shall have no authority to alter, ignore, add to or subtract from any of the terms of this Agreement as written.

The award of the Arbitrator, within the scope of her/his authority, shall be binding upon all parties.

Costs for the services of the Arbitrator shall be borne equally by the Board and the Association.

### D. General Provisions

1. Any grievance not advanced to the next step in accordance with this Article shall be deemed resolved on the basis of the last response, or if no response has been given, shall be deemed to have been abandoned.
2. Only one grievance shall be presented to an arbitrator in any one hearing unless the parties mutually agree to combine grievances for the same arbitrator.
3. Awards for back pay shall be limited to one pay period prior to the first filing in writing of the grievance.

4. The time and date of receipt of all grievance documents shall be placed on the documents and shall be initialed or signed by the Aggrieved, Association Representative, if present, or Board representative, with a copy for each party.
5. Conferences relating to grievances shall be held during non-working hours or at otherwise mutually agreeable times.
6. Except at Step 1, settlement of grievances shall be in writing and signed by the Assistant Superintendent for Business or designee and the Association representative. Settled grievances shall be without precedent unless signed by the Association representative and the Assistant Superintendent for Business or designee.
7. In the event more than one person is Aggrieved, only one such person shall be present at conferences or other meetings regarding the grievance unless otherwise agreed. Further, only one such person need acknowledge receipt of grievance documents.
8. Grievance Exclusions—The following matters will not be the basis of grievance filed under the procedure outlined above:
  - a. Termination of services of a probationary employee.
  - b. Anything that is not a violation of the specific terms and conditions spelled out in the written Master Contract Agreement.
9. For the purpose of the time limits in the Grievance Procedure, legal holidays, Saturdays, and Sundays shall not be counted.

All other days that are normal Administration Office work days will be counted in the time limits. It is understood that the time limits are maximums and can be extended with the written mutual consent of both parties.
10. Grievances will be filed only on the form specifically designed for such a purpose and referred to as "Grievance Report Form." Copies of this form will be available from the Administration Office and Officers of the Association. (A sample grievance form is shown in the back of this contract.)

## **ARTICLE 9 BASIC PAY, BONUSES AND LONGEVITY PAY**

### **A. Step Increase**

Each employee will automatically move to the next step on the pay scale in her/his category effective on July 1st of each contract year except as limited by this provision. Employees hired after December 31 of the contract year shall receive a step increase on their first anniversary date of employment. Subsequent step increases will be made on July first of each contract year.

### **B. Previous Experience**

When determining the appropriate step for an employee to start on, the Assistant Superintendent for Business, or her/his designee, shall take into consideration a maximum of three (3) years service or related experience in a similar position previously held.

A bargaining unit member changing from one category to another category will normally be placed on Step 1 of the new category unless previous experience would qualify the employee to be placed above Step 1. Previous experience as it relates to qualification for step placement will be determined by the Assistant Superintendent for Business.

### C. Longevity Pay

To qualify for longevity pay, an employee must work thirty (30) hours or more per week for thirty-six (36) weeks per year after their years of continuous completed service to the East Grand Rapids Schools exceeds the years listed below.

1. For longevity purposes, continuous years of service in East Grand Rapids Public School System shall be computed twice each year; once as of December 31 and once as of June 30. The anniversary date of each employee shall be used in this determination.
2. One-half of the amount shown below shall be paid in a lump sum on or about December 31 and one-half on or about June 30.
3. Any employee who has completed the number of years of service as stated below shall begin to earn longevity at the rate per annum as indicated.

Exceptions: Certain paraeducator employees hired prior to January 1, 1980 were given credit towards longevity for non-continuous employment at East Grand Rapids Public Schools. This will continue.

The initial and the final longevity payments will be pro rated based on the number of calendar days an employee actually qualifies for this benefit when compared to the closest date of June 30 or December 31. Additionally, the annual maximums for longevity pay will be according to the following schedule:

Years Completed	Annual Maximums		Custodial Longevity Schedule		
	2010-11	2011-12	Years Completed	2010-11	2011-12
5-9 Years	\$750	\$825	5-9 Years	\$200	\$200
10-14 Years	\$1,000	\$1,075	10-14 Years	\$250	\$250
15-19 Years	\$1,250	\$1,325	15-19 Years	\$300	\$300
20 Years or More	\$1,550	\$1,625	20 Years or More	\$350	\$350

### D. Mileage

Employees required to use their personal vehicle for the benefit of the district shall be reimbursed at the current IRS rate.

### E. Bonuses

In an effort to improve productivity, increase revenue and reduce costs, the Board encourages the establishment of work teams. Suggestions from these teams are sincerely solicited by the Board. If a support staff work team submits a suggestion to the Assistant Superintendent for Business, and the suggestion, once implemented, increases revenue and/or reduces costs by at least \$500 per year, the Assistant Superintendent for Business will recommend to the Superintendent that a bonus be paid. To be eligible to receive a bonus check, a team must be recognized, in writing, by the Assistant Superintendent for Business, prior to a suggestion being submitted. If the Superintendent approves, the team will be awarded a one-time check equal to 50% of the first year additional revenue or savings. The team will determine how the money should be divided among its members. No bonus check will exceed \$500.



## ARTICLE 10 SEVERE WEATHER

### A. Tornado Warning

In the event of a tornado warning, after the children have been led to shelter, all employees shall take shelter in either the building they are in at the time or the nearest available shelter.

Upon clearance of the warning, all employees shall return to their duties. If employees are excused after completion of at least four (4) hours of the work day, they will receive full pay.

### B. Inclement Weather Days

Food service, paraeducators, secretaries, teacher assistants, and transportation employees are not normally expected to work on a day when school has been called off due to severe weather. Usually custodial/maintenance employees are expected to work on days school has been canceled because of severe weather. If school has been called off because of severe weather, the employee will be contacted by her/his immediate supervisor if they are going to be required to work. The supervisor will have the final determination as to whether the employee must report to work (or stay at work) on an inclement weather day.

It is the intent of the parties to be in compliance with the requirement regarding the make-up of days lost beyond the control of school authorities. Any days that must be rescheduled will be rescheduled without additional compensation to staff unless the employee is required to work on a canceled day.

1. Canceled Days, Not Made-up
  - a. Normal days which are canceled due to severe weather and are not made-up will be paid based on the normal hours and wages for the employee.
  - b. When an employee is required to work on a day when other employees in the bargaining unit are not and the work day is not rescheduled, s/he shall receive equal compensation time off on a mutually agreeable date between the employer and the employee.
2. Canceled Days, Rescheduled
  - a. Normal work days which are canceled due to severe weather which will be rescheduled will be paid within the pay period the day is made-up.
  - b. When an employee is required to work on a day when other employees in the bargaining unit are not, s/he shall receive her/his normal rate of pay for the time worked.

## ARTICLE 11 INSURANCE BENEFITS

In order to qualify for benefits under this Agreement, there are certain underwriting requirements and other responsibilities that must be met by the employee and the Board. The following items are applicable to all insurance benefit coverages stated in this Article unless otherwise specified.

1. Upon submission of a proper written application form to the East Grand Rapids Business Office, the Board shall provide the benefits described in this Article for those employees who meet the qualifications stated in this Agreement.
2. Employees newly hired, recalled by the Board, or returning from leave shall be eligible for Board-paid premiums upon completion of appropriate forms. Such coverage shall become effective on the first day they assume their duties.

3. Changes in family status shall be reported by the employee to the Business Office within thirty (30) days of such change. All changes must be submitted in writing on the proper form. The employee shall be responsible for any overpayment of premiums made by the Board in her/his behalf for failure to comply with this. The Board will not be responsible for retroactive premiums because of failure by the employee to complete forms in a timely manner or meet underwriting requirements.
4. The Board agrees to provide the benefit programs described, but within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder. Current copies of all rules and regulations shall be forwarded to the Association President.
5. Employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment. Provided that the employee has fulfilled all contractual obligations, benefits will be provided during all twelve (12) months of the contract year, and the July and August Board portion of the premiums will be paid by the Board.
6. To be eligible for coverage (or increase in coverage), employees must be able to perform the carrier's "at work requirement" with this employer before benefits are effective. Copies of all such "at work requirements" shall be provided to the Association President.
7. Employees who have Board provided term life insurance, have a thirty (30) day conversion right upon termination of employment. Any employee electing her/his right of conversion in order to keep her/his life insurance in force must contact the insurance carrier within thirty (30) days of her/his last day of employment.
8. An open enrollment period for health insurance shall be provided annually during the month of September.
9. An employee or spouse and/or qualified dependent(s) eligible for Medicare shall enroll for Medicare benefits (parts A. and B.) within thirty (30) days of her/his eligible date.
  - a. Employees eligible or who have spouse and/or qualified dependents eligible for Medicare benefits on or after January 1, 1983 must notify the Board of Education, in writing, of their primary program election. The employee's election of primary carrier (Medicare or the school provided plan) shall be subject to the final provisions of T.E.F.R.A.
  - b. To the extent permitted by law, premiums for Medicare supplement and Medicare part B. premiums shall be paid on behalf of the employee, spouse and/or qualified dependents eligible for Medicare.
  - c. The Board of Education will not be liable for any penalties against the employee by the insurance carrier as the result of her/his election.
  - d. All of the above language of Article 11 shall be subject to the final federal regulations of T.E.F.R.A
10. The Board paid benefits are for all bargaining unit members scheduled to work at least thirty (30) hours per week for at least thirty-six (36) weeks and their eligible dependents, as defined by the insurance carrier.
11. The descriptions of benefits in this Article are only general in nature and are superseded and controlled by the terms and conditions of the applicable insurance plan, a copy of which is available for inspection during normal working hours at the Business Office of the Board and are subject to underwriting rules and regulations. A copy will also be filed with the Association President.
12. The Business Office shall be responsible for providing insurance information (certificates of insurance, claim forms, and application forms) made available to them by the insurance company. This information will be available upon request.

### A. Qualifications for Benefits/Premium Contribution

To be eligible for health care, dental and vision benefits under this Article, an employee must be scheduled to work a minimum of thirty (30) hours per week for at least thirty-six (36) weeks per year. Employees who work less than thirty (30) hours per week and for twelve (12) months will be eligible for Board paid health, dental and vision benefits on a pro-rata basis provided they are accepted by the underwriter. The proration for these employees will be determined by dividing the scheduled hours by 2,080 hours. For example, if the annual scheduled hours worked are 1,510, the Board paid portion will be 73% (1,510/2,080) and the employee paid portion of the benefit cost will be 27%. For employees working at least thirty (30) hours per week for thirty-six (36) to thirty-nine (39) weeks, the Board will pay 80% of the monthly premium. Example: If the monthly premiums are \$100.00, the Board will contribute \$80.00 per month for each of the twelve (12) months and the employee will contribute the remaining \$20.00.

(NOTE: The Board of Education's monthly percent of contribution for school year secretaries and teacher assistants will remain at 88.0%. Additionally, any employee scheduled to be paid for more than 1800 hours per school year, including regular hours, holidays and vacation days, shall have 100% of her/his benefits paid.)

All full time school year secretaries who began service prior to 07/01/06 will continue to have 100% of his/her benefits paid.

Full time school year secretaries who begin service after 07/01/06 will be subject to the 1,800 hour clause detailed in Article 11, Section A of the Master Agreement (page 30) (Moved from LOA page 55 of the 2006-2008 Master Agreement)

Employees scheduled to work thirty (30) hours or more for fifty-two (52) weeks will have 100% of the monthly premium paid by the Board.

### B. Medical Care Benefits

For those employees and their eligible dependents that qualify, the Board will pay 100%, or in accordance with A above, of the premium for MESSA Choices II with the \$100/\$200 deductible, \$20 office visit, and \$10/\$40 Saver Rx. A member may elect to retain MESSA SuperCare by assuming via a Section 125 Plan the cost difference between MESSA Choices II rate with a \$10/\$40 drug card and the MESSA SuperCare rate with a \$10/\$20 drug card. It is recognized that the insurance company does make some modifications in coverages and coverage limits from time to time.

There shall be a \$250 stop loss per family with unlimited pool for RX. Employees shall submit receipts for reimbursement on a quarterly basis (September, December, March, June). Per the Custodial Concession Agreement, custodial employees are not eligible for prescription reimbursement.

Association members who select to retain MESSA Super Care I coverage will be allowed to participate in the reimbursement program for prescription co-pays that exceed \$250 per family, per fiscal year (July 1 through June 30). Reimbursements will include the ingredient cost charged to employees on brand name drugs that have generic alternative. (Moved from LOA page 56 of the 2006-2008 Master Agreement).

Conditions to apply for 2011-12 are following:

0-5.9% increase in the MESSA rate: no change in insurance from 2010-11

6-11.9% increase in the MESSA rate: \$30/month contribution via section 125

12%+ increase in the MESSA rate: \$30/month contribution and move to \$200/\$400 deductible

### C. Vision

The Board shall without cost to the employee provide MESSA VSP-2 silver for each member of the bargaining unit and his/her entire family and any other eligible dependent who are eligible as defined by section A above.

#### **D. Option Group**

The Board of Education will pay each full-time employee who waives coverage in the medical care program the sum of \$250 per month as additional cash compensation. Note: per the Custodial Concession Agreement, custodial employees will receive \$200 per month cash in lieu. These waivers shall be made under the Flexible Benefit Plan established by the Board of Education under Internal Revenue Code Section 125. An employee may waive coverage or revoke a prior waiver only during the open enrollment period provided under the Plan or if the employee has a change in family status. Employees may elect to deposit funds through payroll deduction in any one of the annuity programs currently in effect.

#### **E. Dental Benefits**

The Board will provide without cost to each full-time calendar year employee and her/his spouse and eligible dependents an incentive dental care program which will pay 70%, 80%, 90% or 100% Class I benefits. Payment for Class II benefits (bridges, partials and dentures) will be at 50%. This program will provide for internal and external coordination of benefits. The specific details for this coverage will be determined by the terms and conditions of the plan that was available to employees during the 1992-93 school year.

Less than full-time employees will be required to contribute a pro rated portion of the cost through payroll deduction according to the formula described above.

#### **F. Life Insurance**

Upon application, the Board agrees to provide, at no cost to the employee, \$20,000 term life and \$20,000 accidental death insurance coverage for all active employees working thirty (30) hours or more per week for at least thirty-six (36) weeks per year. For those employees working at least fifteen (15) hours per week for fifty-two (52) weeks, a \$20,000 term life policy with AD & D will be provided upon submission of an application form completed by the employee. For those employees working more than fifteen (15) hours and less than thirty (30) hours per week for at least thirty-six (36) weeks per year the Board will provide at no cost to the employee a \$10,000 term life policy with an AD & D rider. Such coverage shall begin in the case of new employees at the time they begin their duties and fulfill the underwriter's requirements. Coverage will cease upon termination of employment.

#### **G. Long Term Disability Benefits**

The Board will provide to all employees working thirty (30) hours per week or more and who are eligible under applicable underwriting rules and regulations, a long term disability benefit program generally described as follows:

1. An employee who is disabled under the plan will receive 66-2/3% of their monthly salary not to exceed \$4,000 per month.
2. An employee will not be eligible for benefits until a ninety (90) calendar day modified fill waiting period has elapsed.
3. Benefits reduced at age 65 and will terminate at age 70.
4. Income during the period of disability including, but not limited to, sources such as Worker's Compensation, social security, other insurance or state, federal, local governments will be considered in determining level of benefits.
5. The Board agrees to pay the health insurance premium for any employee while approved for long term disability benefits up to two (2) years.

The description of Long Term Disability Benefits in this Article are only general in nature and are superseded and controlled by the terms and conditions of the applicable insurance contract, a copy of which is available for inspection during normal working hours at the Business Office of the Board.

## ARTICLE 12 CLOTHING ALLOWANCE

### A. Food Service

Food Service employees will receive the following subsidy toward the purchase of uniforms: Annual payment for employees working 15 hours or more is \$200.00.

The amounts specified above will be paid to Food Service employees as of December 1 each year. The payment will be made when the employee submits receipts to the Food Service Director indicating purchase of shirts, slacks, shorts and shoes to be worn for work in the current calendar year equal to or exceeding the dollar amount of this reimbursement. The Food Service Director must approve the design of shirts, and color of slacks, shorts and shoes prior to being purchased. Non-skid work shoes must be purchased at least every other year.

### B. Custodial/Cleaners/Maintenance Personnel

The Board of Education will purchase uniforms for said employees. The Board will determine the supplier, the color, the style, and the number of uniforms to be furnished. Maintenance employees will receive a subsidy of \$250 towards the purchase of uniforms. Per the Custodial Concession Agreement, custodial employees will receive a subsidy of \$100 towards the purchase of uniforms, cleaners will receive \$75. Each employee will clean and maintain the uniform and will wear the uniform while on the job.

If an employee terminates employment prior to completing a full year of service, said employee will reimburse the Board for costs, less depreciation (normal wear and tear). Any employee terminating after one (1) full year of service will be permitted to keep the uniforms.

### C. Transportation Employees

The Board of Education will purchase a jacket for regularly scheduled transportation employees every other year. The Transportation Director, with input from the drivers, will determine the supplier, color and style. Drivers will wear the jacket on the job. Each driver will clean and maintain the jacket.

## ARTICLE 13 NO STRIKE CLAUSE

The Board and the Association agree that all differences between them shall be resolved by the orderly procedures provided in this Agreement without interruption of services.

Accordingly:

- A. The Association agrees that during the term of this Agreement, it will not direct, instigate, encourage or support any cessation or interruption of services by any employee of the East Grand Rapids Board of Education and pledges itself to the purpose of insuring continuation of services.
- B. Employees of the East Grand Rapids Board of Education represented by the Association, and each of them, agree that, during the term of this Agreement they will not direct, instigate, participate in, encourage or support any cessation or interruption of services by any employee of the East Grand Rapids Board of Education and pledge themselves to the purpose of insuring continuation of services.

In the event there is an alleged violation of this Article, the Association shall, upon request by the Board, notify within forty-eight (48) hours of the Board's request, in writing, every employee of the Board of Education represented by it that such activity is unauthorized by the Association, that such activity is a violation of the Contract and that such activity, in and of itself, is just cause for termination of employment, and that each and every employee is to immediately cease such activity.

## ARTICLE 14 COLLABORATIVE PROBLEM SOLVING

### A. Introduction

It is recognized that changes in the ways we deliver services to the District will occur during the life of this Agreement. Additionally, the parties recognize that issues and concerns will arise which may not be covered by this Agreement. In order to address any possible change, and prevent deferral of solutions to problems to the end of the contract period, the parties may agree that the mutual interest involved would best benefit from collaborative study or problem solving. In such cases, these options are available:

1. **Joint Executive Committee:** A Joint Executive Committee of the EGR School Administration and EGRASE shall meet, on a schedule determined by the committee, to consider and make recommendations to the Board and Association, with respect to proposed changes within the District affecting terms and conditions of employment prior to their implementation. The committee shall consist of an equal number of members, half chosen by the Administration (including the Assistant Superintendent for Business) and half by the Association (including the Association President).
2. **Study Team:** A jointly appointed study team, with representatives of the Administration and the Association who share a degree of involvement with the issue at hand, may be established to review and collect information on specific issues. Such study teams, when established, will deal only with the issue or issues for which they were created and charged, and shall serve until completion of their report. Membership, charges, and timelines for study teams shall be determined jointly by the Assistant Superintendent for Business and Association President, or by the Joint Executive Committee. In cases where the Assistant Superintendent for Business and the Association President establish a study team, each are responsible for the immediate notification of the Joint Executive Committee of the establishment of said study team. Reports generated by any study team shall be submitted to Joint Executive Committee.
3. **Resolution Team:** A jointly appointed resolution team, with representatives of the Administration and the Association who share a degree of involvement with the issue at hand, may be established to research options and prepare resolutions to specific problems or issues charged to them by the Assistant Superintendent for Business and Association President, or by the Joint Executive Committee. In cases where the Assistant Superintendent for Business and the Association President establish a resolution team, each are responsible for the immediate notification of the Joint Executive Committee of the establishment of said resolution team. Such resolution teams, when established, will deal with only the issue or issues for which they were created and charged, and shall serve until completion of their written recommendation(s). Such recommendation(s) will be submitted to the Joint Executive Committee.

### B. Limitation

It is not the intention of this Article to place any limitation on the approach the parties may utilize to modify the Agreement. The primary intent is that any change be made through mutual agreement. It is further understood that all terms and conditions of this Agreement shall remain in force until altered by mutual agreement in writing between the parties.

## ARTICLE 15 RETIREMENT/RESIGNATION PROGRAM

### A. East Grand Rapids Retirement/Resignation Program

1. Employees intending to participate in the Program must notify the Assistant Superintendent for Business in writing by March 31<sup>st</sup> of the school year they plan to retire/resign. An employee wishing to participate in the Retirement/Resignation Program must submit a letter of resignation. Only employees who will complete the school year are eligible. To complete the school year means to work all scheduled days or qualify for Board paid disability leave for all scheduled days not actually worked. After the employee's application to participate in the Retirement/Resignation Program has been accepted by the Assistant Superintendent for Business, the employee may not withdraw her/his resignation.
2. Employees who have completed the school year and who participate under this Program will continue to receive their current insurance benefits through June 30 of the current school year.
3. Upon retirement/resignation, an employee with ten (10) years or more of service with East Grand Rapids Public Schools shall be compensated for any unused sick days as follows:

\$25 per day for unused sick days to a maximum of \$2,500  
*(increase effective beginning with the 2010-2012 master agreement)*

This program is subject to approval of Board legal counsel and the Michigan Public School Employees Retirement System.

### B. 403(b)

The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. The parties agree the MEA Financial Services products, along with any other mutually selected investment providers shall be named as vendor(s) in the 403(b) plan document as appropriate under IRS regulations. Any member hired after June 30, 2010 will be required to make any annuity contributions to one of the Michigan Retirement Investment Consortium core vendors.

## ARTICLE 16 MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be prepared at the expense of the Board and presented to all employees now or hereafter employed by the Board plus ten (10) additional copies shall be provided to the Association initially and each successive year of the contract.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- C. 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.
- D. During the negotiations leading up to this Agreement, each party had the opportunity to bargain on all proper matters. This represents the entire Agreement of the parties. It is further expressly understood and agreed that during its term neither party shall be required to engage in further collective bargaining on any matter or subject whether mentioned herein or not.


**ARTICLE 17  
DURATION OF AGREEMENT**

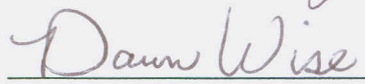
This Agreement shall become effective, upon ratification by both parties, and remain in effect until June 30, 2012. This Agreement shall not be extended orally and negotiations between the parties shall begin at least sixty (60) days prior to the expiration date of the Agreement. If an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at said date unless it is extended for a specific period or periods by mutual written agreement of the parties.

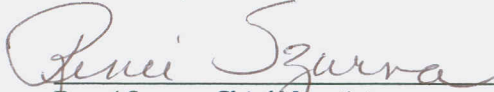
- A. Appendix A sets forth the salary schedule for all classifications.
- B. Appendix B—School Calendars
- C. Appendix C—Grievance Report Form
- D. Appendix D—Seniority Lists
- E. Appendix E—Support Staff Evaluation Form
- F. Appendix F—FMLA

In witness thereof, the parties hereto have caused this Agreement to be signed by their respective representatives:


EAST GRAND RAPIDS ASSOCIATION OF  
SCHOOL EMPLOYEES

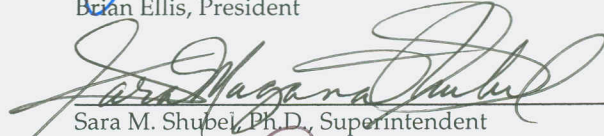
  
Michelle Thomas, KCEA President

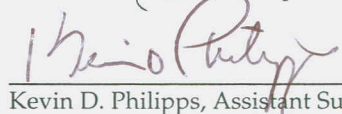
  
Dawn Wise, President

  
Renee Szurna, Chief Negotiator

EAST GRAND RAPIDS BOARD OF  
EDUCATION

  
Brian Ellis, President

  
Sara M. Shubel, Ph.D., Superintendent

  
Kevin D. Philipps, Assistant Supt. For Business



## APPENDIX A WAGES — 2010-11, 2011-12

CATEGORY	POSITIONS	STEP	2010-11*	2010-11**	2011-12***
<b>MAINTENANCE CLASSIFICATION</b>					TBD
Category I	Hardware Technician	1	\$20.21	\$20.41	
	Network Technician	(Probation)			
	Licences HVAC/Electrical/Other	2	\$20.90	\$21.11	
		3	\$21.62	\$21.84	
		4	\$22.38	\$22.60	
5		\$23.16	\$23.39		
Maintenance II Category II	General Carpentry	1	\$17.93	\$18.11	
	General Electrical Services	(Probation)			
	General Maintenance	2	\$18.48	\$18.66	
	General HVAC/Plumbing Services	3	\$19.06	\$19.25	
		4	\$19.63	\$19.83	
5		\$20.22	\$20.42		

\* 1% contribution to 403(b) if per pupil funding increases between \$50 and \$99

\*\* If per pupil funding increases by \$100 or more, the 1% is shifted to base schedule

\*\*\* .01% increase on salary schedule for every dollar increase in per pupil funding

<b>CUSTODIAL/CLEANER</b>			2010-11	2011-12	2011-12
Leadership I Category III	Head Custodian ^	1	\$11.91	\$11.91	\$11.91
		(Probation)			
		2	\$12.47	\$12.47	\$12.47
		3	\$13.01	\$13.01	\$13.01
		4	\$13.57	\$13.57	\$13.57
		5	\$14.10	\$14.10	\$14.10
		6	\$15.00	\$15.00	\$15.00
		7	\$15.55	\$15.55	\$15.55
		8	\$16.09	\$16.09	\$16.09
Leadership II/Operations Category IV	Custodian ^	1	\$11.91	\$11.91	\$11.91
		(Probation)			
		2	\$12.47	\$12.47	\$12.47
		3	\$13.01	\$13.01	\$13.01
		4	\$13.57	\$13.57	\$13.57
		5	\$14.10	\$14.10	\$14.10
		6	\$14.34	\$14.34	\$14.34
		7	\$14.88	\$14.88	\$14.88
		8	\$15.44	\$15.44	\$15.44
Operations Category V	Cleaner	1	\$11.91	\$11.91	\$11.91
		(Probation)			
		2	\$12.47	\$12.47	\$12.47
		3	\$13.01	\$13.01	\$13.01
		4	\$13.57	\$13.57	\$13.57
	5	\$14.10	\$14.10	\$14.10	

^ All custodians hired prior to July 1, 2010 shall be placed on the respective salary schedule (Category III or IV) that they were on during the 2009-10 school year (excluding those who moved categories due to the reductions) at the step equivalent to their pay.

SECRETARIAL CLASSIFICATION		STEP	2010-11*	2010-11**	2011-12***
					TBD
Category I	High School Registrar	1	\$18.76	\$18.95	
	^ Secretary to MS Guidance Counselors	(Probation)			
	^ (For employee hired prior to 07/01/06	2	\$19.35	\$19.54	
	Refer to Letter of Agreement pg 54)	3	\$19.95	\$20.15	
		4	\$20.57	\$20.78	
		5	\$21.21	\$21.42	
Category II	Secretary to High School Principal	1	\$16.02	\$16.18	
	Secretary To Middle School Principal	(Probation)			
	Secretary To Elementary School Principal	2	\$16.57	\$16.74	
	^ Secretary To MS Guidance Counselors	3	\$17.15	\$17.32	
	Secretary To HS Counselors (see LOA pg 58)	4	\$17.73	\$17.91	
	^ (For employee(s) hired after 07/01/06	5	\$18.34	\$18.52	
	Refer to Letter of Agreement pg 54)				
Category III	Secretary to Librarians -	1	\$15.53	\$15.69	
	# Districtwide	(Probation)			
	# (For employee hired prior to 07/01/06	2	\$16.15	\$16.31	
	will be paid at Category III	3	\$16.77	\$16.94	
	Refer to Letter of Agreement pg 55)	4	\$17.42	\$17.59	
		5	\$18.10	\$18.28	
Category IV	Secretary to HS Counselors (see LOA pg 58)	1	\$15.43	\$15.58	
	Secretary to Assistant Principals	(Probation)			
	Secretary to Directors	2	\$16.01	\$16.17	
	# Secretary to Librarians - Districtwide	3	\$16.62	\$16.79	
	# (For employee(s) hired after 7/01/06	4	\$17.24	\$17.41	
	Refer to Letter of Agreement Page 55)	5	\$17.89	\$18.07	
Category V	High School Receptionist	1	\$13.48	\$13.61	
	Part-time Elementary Secretary	2	\$13.99	\$14.13	
		3	\$14.53	\$14.68	
		4	\$15.08	\$15.23	
		5	\$15.65	\$15.81	

TEACHER ASSISTANT		STEP	2010-11*	2010-11**	2011-12***
					TBD
Category I	Teacher Assistant	1	\$17.38	\$17.55	
	(Any employee(s) hired after 07/01/06	(Probation)			
	will be paid under the Paraeducator Classification,	2	\$18.07	\$18.25	
	Category II/Special Education - Refer to Letter of	3	\$18.78	\$18.97	
	Agreement page 56)	4	\$19.57	\$19.77	
		5	\$20.33	\$20.53	
		6	\$21.16	\$21.37	
		7	\$22.00	\$22.22	
		8	\$22.89	\$23.12	
		9	\$23.79	\$24.03	
		10	\$24.74	\$24.99	

\* 1% contribution to 403(b) if per pupil funding increases between \$50 and \$99

\*\* If per pupil funding increases by \$100 or more, the 1% is shifted to base schedule

\*\*\* .01% increase on salary schedule for every dollar increase in per pupil funding

PARAEDUCATOR CLASSIFICATION		STEP	2010-11*	2010-11**	2011-12***
					TBD
Category I	Media/Technology	1	\$13.67	\$13.81	
		(Probation)			
		2	\$14.08	\$14.22	
		3	\$14.85	\$15.00	
		4	\$15.15	\$15.30	
Category II	Special Education	5	\$15.48	\$15.63	
		1	\$13.54	\$13.68	
		(Probation)			
		2	\$13.95	\$14.09	
		3	\$14.73	\$14.88	
Category III	Classroom Noon Hour	4	\$15.01	\$15.16	
		5	\$15.33	\$15.48	
		1	\$13.48	\$13.61	
		(Probation)			
		2	\$13.89	\$14.03	
		3	\$14.70	\$14.85	
		4	\$14.93	\$15.08	
		5	\$15.28	\$15.43	

FOOD SERVICE CLASSIFICATION		STEP	2010-11*	2010-11**	2011-12***
					TBD
Category I	Chef/Banquet Manager	1	\$16.20	\$16.36	
		(Probation)			
		2	\$16.87	\$17.04	
		3	\$17.51	\$17.69	
		4	\$18.17	\$18.35	
Category II	Head Cook	5	\$18.81	\$19.00	
		1	\$15.32	\$15.47	
		(Probation)			
		2	\$15.73	\$15.89	
		3	\$16.41	\$16.57	
Category III	Production Banquet Production	4	\$16.71	\$16.88	
		5	\$17.05	\$17.22	
		1	\$12.49	\$12.61	
		(Probation)			
		2	\$12.86	\$12.99	
		3	\$13.55	\$13.69	
		4	\$13.93	\$14.07	
		5	\$14.16	\$14.30	

TRANSPORTATION		STEP	2010-11*	2010-11**	2011-12***
					TBD
Category I	Bus Driver	1	\$13.95	\$14.09	
		(Probation)			
		2	\$14.80	\$14.95	
		3	\$15.83	\$15.99	
		4	\$15.93	\$16.09	
		5	\$16.47	\$16.63	

\* 1% contribution to 403(b) if per pupil funding increases between \$50 and \$99

\*\* If per pupil funding increases by \$100 or more, the 1% is shifted to base schedule

\*\*\* .01% increase on salary schedule for every dollar increase in per pupil funding



### EAST GRAND RAPIDS PUBLIC SCHOOLS 2011-2012

Week No.	August 2011								TD	SD	Week No.	February 2012								TD	SD									
	S	M	T	W	T	F	S					S	M	T	W	T	F	S												
1		1	2	3	4	5	6					27				1	2	3	4											
2		7	8	9	10	11	12	13				28	5	6	7	8	9	10	11											
3	14	15	16	17	18	19	20					29	12	13	14	15	16	17	18											
4	21	22	23	24	25	26	27					30	19	20	21	22	PD	PD	25											
5	28	29	SR	PD					2	0		31	26	27	28	29				21	19									
Week No.	September 2011								TD	SD	Week No.	March 2012								TD	SD									
	S	M	T	W	T	F	S					S	M	T	W	T	F	S												
5					PD	LV	3					31					1	2	3											
6	4	LV	CB	7	8	9	10					32	4	5	6	7	8	9	10											
7	11	12	13	14	15	16	17					33	11	12	13	14	15	16	17											
8	18	19	20	21	22	23	24					34	18	19	20	21	22	23	24											
9	25	26	27	28	29	30			20	19		35	25	26	27	28	29	SV	31	21	21									
Week No.	October 2011								TD	SD	Week No.	April 2012								TD	SD									
	S	M	T	W	T	F	S					S	M	T	W	T	F	S												
9							1					36	1	SV	SV	SV	SV	SV	7											
10	2	3	4	5	6	7	8					37	8	9	10	11	12	13	14											
11	9	10	11	12	13	14	15					38	15	16	17	18	19	20	21											
12	16	17	18	19	20	21	22					39	22	23	24	25	26	27	28											
13	23	24	25	26	27	28	29					40	29	30						16	16									
14	30	31							21	21																				
Week No.	November 2011								TD	SD	Week No.	May 2012								TD	SD									
	S	M	T	W	T	F	S					S	M	T	W	T	F	S												
14			1	2	3	4	5					40			1	2	3	4	5											
15	6	7	8	9	PT	NT	12					41	6	7	8	9	10	11	12											
16	13	14	15	16	17	18	19					42	13	14	15	16	17	18	19											
17	20	21	22	TV	TV	TV	26					43	20	21	22	23	24	25	26											
18	27	28	29	30					18	17		44	27	MV	29	30	31			22	22									
Week No.	December 2011								TD	SD	Week No.	June 2012								TD	SD									
	S	M	T	W	T	F	S					S	M	T	W	T	F	S												
18						1	2	3				44						1	2											
19	4	5	6	7	8	9	10					45	3	4	5	6	7	LD	9											
20	11	12	13	14	15	16	17					46	10	*11	12	13	14	15	16											
21	18	HV	HV	HV	HV	HV	24					47	17	18	19	20	21	22	23											
22	25	HV	HV	HV	HV	HV	31		12	12		48	24	25	26	27	28	29	30	7	6									
Week No.	January 2012								TD	SD	Week No.	July 2012								TD	SD									
	S	M	T	W	T	F	S					S	M	T	W	T	F	S												
23	1	HV	3	4	5	6	7					49	1	2	3	4	5	6	7											
24	8	9	10	11	12	13	14					50	8	9	10	11	12	13	14											
25	15	16	17	18	19	20	21					51	15	16	17	18	19	20	21											
26	22	23	24	25	TR	TR	28					52	22	23	24	25	26	27	28											
27	29	30	31						21	19		1	29	30	31															
										<b>TOTALS</b>										<b>180</b>	<b>172</b>									

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>CB — Classes Begin Students – Full Day</li> <li>HV — Holiday Vacation</li> <li>LD — Last Day for Students<br/>Elementary students – AM only<br/>MS and HS students – exam day</li> <li>LV — Labor Day Vacation</li> <li>MV — Memorial Day Vacation</li> <li>NS — New Staff Report</li> <li>NT — No Teachers/No Students</li> <li>PD — Professional Development</li> </ul> | <ul style="list-style-type: none"> <li>PT — Parent Teacher Conference Day – MS/HS<br/>No School - Elementary</li> <li>SD — Student Days</li> <li>SR — Staff Report (All)</li> <li>SV — Spring Vacation</li> <li>TD — Teacher Days</li> <li>TR — Teacher Record Day</li> <li>TV — Thanksgiving Vacation</li> <li>WB — Winter Break</li> </ul> |
|--|--|

\*Teachers need to have grades/report cards completed by the end of the day on Monday, June 11. Teachers do not have to report on Monday, June 11 if grades/report cards are completed before that time.

Elementary Specials teachers and Spanish teachers must have report cards completed by noon of the school day on the second teacher record day in January, and by noon of the last student day, Friday, June 8.

**APPENDIX C  
GRIEVANCE REPORT FORM**

**East Grand Rapids Board of Education and  
East Grand Rapids Association of Support Employees**

GRIEVANCE # \_\_\_\_\_

SUBMIT TO SUPERVISOR  
IN DUPLICATE

NAME OF GRIEVANT \_\_\_\_\_

BUILDING \_\_\_\_\_

POSITION \_\_\_\_\_

DATE GRIEVANCE OCCURRED: \_\_\_\_\_

STEP ONE: INFORMAL DISCUSSION

DATE OF STEP 1 MEETING \_\_\_\_\_

STEP TWO: FORMAL/WRITTEN GRIEVANCE

STATEMENT OF GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTRACT SECTION(S) VIOLATED: \_\_\_\_\_

\_\_\_\_\_

RELIEF SOUGHT \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF GRIEVANT \_\_\_\_\_ DATE \_\_\_\_\_

DATE OF RECEIPT OF GRIEVANCE BY IMMEDIATE SUPERVISOR \_\_\_\_\_

DATE OF STEP TWO MEETING \_\_\_\_\_

RESPONSE OF IMMEDIATE SUPERVISOR \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF IMMEDIATE SUPERVISOR \_\_\_\_\_ DATE \_\_\_\_\_

DATE OF RECEIPT OF RESPONSE BY GRIEVANT/ASSOCIATION STEP THREE: FORMAL GRIEVANCE FILED WITH ASST. SUPT. FOR BUSINESS

DATE SUBMITTED TO STEP THREE BY GRIEVANT/ASSOCIATION \_\_\_\_\_

DATE OF RECEIPT OF THE GRIEVANCE BY ASST. SUPT. FOR BUSINESS \_\_\_\_\_

DATE OF STEP THREE GRIEVANCE MEETING \_\_\_\_\_

RESPONSE OF ASSISTANT SUPERINTENDENT FOR BUSINESS \_\_\_\_\_ :

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF ASST. SUPERINTENDENT FOR BUSINESS \_\_\_\_\_

DATE \_\_\_\_\_

DATE OF RECEIPT OF RESPONSE BY GRIEVANT/ASSOCIATION \_\_\_\_\_

STEP FOUR: ARBITRATION

DATE ASSISTANT SUPERINTENDENT FOR BUSINESS NOTIFIED OF ASSOCIATION'S DECISION TO ARBITRATE \_\_\_\_\_

ARBITRATOR MUTUALLY AGREED TO \_\_\_\_\_

OR

DATE SUBMITTED TO AMERICAN ARBITRATION ASSOCIATION \_\_\_\_\_

SIGNATURE OF ASSOCIATION REPRESENTATIVE \_\_\_\_\_

APPENDIX D  
SENIORITY LISTS

Custodial/Cleaners/Maintenance

Name	Date of Hire	Classification Hire Date	Full Time Equated Years of Seniority As of 07/01/10
Webber, Michael	8/1/1988	8/1/1988	21.90
Michalec, Edward	8/15/1988	8/15/1988	21.90
Magrum, Steven	1/19/1989	1/19/1989	21.40
Boyer, Gerald	6/12/1989	6/12/1989	21.10
Wiseman, Robert	11/27/1989	11/27/1989	20.60
Fryling, Douglas	12/12/1994	12/12/1994	15.40
Murray, Steve	9/3/1996	9/3/1996	13.83
Hardy, Carrie	9/27/1998	9/27/1998	11.75
Klumpp, Daniel	11/17/1998	11/17/1998	11.22
Reitsma, Henry	4/13/1999	4/13/1999	11.21
Malec, Joshua**	2/14/2000	2/14/2000	10.38
Grady, Rodney***	2/2/2000	2/2/2000	9.30
Davis, Eleanor †	2/7/2000	2/7/2000	9.22
Kerr, William	11/5/2001	11/5/2001	8.65
Ensing, Ross	10/18/2004	10/18/2004	5.71
Voss, Connie ††	10/5/2005	10/5/2005	4.74
Dembinsky, Jay *	10/6/2005	10/6/2005	4.74
Creager, William *	10/10/2005	10/10/2005	4.73
Dunigan, James *	10/24/2005	10/24/2005	4.68
Takens, Bradley *	9/6/2006	9/6/2006	3.82
Curle, Mike ‡	7/24/2006	8/20/2007	2.86
Fugitt, James ^	2/28/2000	11/26/2007	2.60
McDonald, Carole ‡	8/30/2006	7/1/2009	1.00
Otto, Gregory ‡	12/20/2007	7/1/2009	1.00
Fernandez, Laurie ‡	1/7/2008	7/1/2009	1.00

\* Cleaner

\*\* Includes 2.65 years seniority as cleaner.

\*\*\* Includes 3.41 years seniority as cleaner.

† Includes 4.62 years seniority as cleaner.

†† Includes .87 year seniority as cleaner.

‡ Has seniority frozen in Paraeducator classification.

^ Has seniority frozen in Transportation classification.

Cleaners were incorporated into the Association in 2000-01.

Seniority dates are equal to the hire date of existing members of this group.



Secretarial

Name	Date of Hire	Classification Hire Date	Full Time Equated Years of Seniority As of 07/01/10
Wise, Dawn*	7/12/1982	4/11/1989	22.20
Brown, Lynne**	2/17/1988	11/5/1990	19.70
Graham, Linda**	8/29/1991	1/3/1994	16.50
Seitz, Susan	10/25/1993	8/16/1995	14.88
Roberts, Evon	8/15/1996	8/15/1996	13.90
Szivan Cathy	10/20/1998	10/20/1998	11.69
Genthe, Anne**	5/11/1988	1/18/1999	11.45
Allaben, Carolynne	9/11/2000	9/11/2000	8.55
Johnson, Wende	9/17/2002	9/30/2002	7.75
Bylenga, Nancy	10/12/1998	10/20/2003	6.69
Belke, Nancy **	1/3/2000	1/3/2000	5.43
Homrich, Michelle ‡	10/12/1998	5/1/2006	3.43
Mondor-Gavern, Denise ^	8/30/2006	9/5/2007	2.38

\* This employee had earned some seniority credit outside the unit through 6/30/83 and at a later date took a job within the Association classification and is now earning additional credit on the seniority list.

\*\* These employees, due to a change in classification or assignment, have additional years of seniority within the Paraeducator classification that have been frozen.

≠ This employee, due to a reassignment, is earning additional seniority within the Paraeducator classification and has the seniority in the secretarial classification frozen.

‡ This employee has a split assignment and also earns a prorated amount of seniority in the Food Service classification.

^ This employee has a split assignment and also earns a prorated amount of seniority in the Paraeducator classification.

Food Service

Name	Date of Hire	Classification Hire Date	Full Time Equated Years of Seniority As of 07/01/10
Duncan, Joyce	8/31/1987	8/31/1987	21.80
Stokes, Linda	10/7/1996	8/25/1998	11.85
Impellizzeri, Ann	9/1/1999	9/1/1999	10.83
Hoeksema, Carol	9/2/1999	9/2/1999	10.83
Pimental, Noreen	10/11/2000	10/11/2000	9.72
Morse, Mary	11/15/2002	11/15/2002	7.63
Slamp, Sabine	8/18/2004	8/18/2004	5.87
LaRocque, Julie	12/13/2004	12/13/2004	5.54
Berthiaume, Lynn	8/21/2006	8/21/2006	3.86
Voss, Judy	3/1/1999	8/30/2006	3.84
Duba, Michael	8/22/2007	8/22/2007	2.86
Ruchty, Patricia	2/25/2009	2/25/2009	1.35
Homrich, Michelle ‡	10/12/1998	2/23/2009	0.59

‡ This employee has a split assignment and also earns a prorated amount of seniority in the Secretarial and Paraed classifications.

Autistic Program Teacher Assistants

Name	Date of Hire	Classification Hire Date	Full Time Equated Years of Seniority As of 07/01/10
Stille, Michael	8/27/1991	8/27/1991	19.00
Paas, Tanya	8/27/1991	8/27/1991	15.80
Noorman, Ernest*	8/27/1990	8/28/1997	12.84
Noorman, Bonnie**	9/7/1993	8/25/1998	6.45

\* This employee, due to a change in classification, has an additional 7.07 years of seniority within the Food Service classification that have been frozen.

\*\* These employees are now in Paraeducator positions, and their Teacher Asst seniority has been frozen.

Transportation

Name	Date of Hire	Classification Hire Date	Full Time Equated Years of Seniority As of 07/01/10
Buhl, Irene	9/1/1996	9/2/1997	9.29
Fugitt, James *	2/28/2000	2/12/2001	6.29
Pierce, Sharon	10/10/2005	10/10/2005	4.23

\* This employee is now in the Custodial/Maintenance classification and his Transportation seniority has been frozen.

## Paraeducators

Name	Date of Hire	Classification Hire Date	Full Time Equated Years of Seniority As of 07/01/10
Weadock, Mary Kay	9/5/1979	9/5/1979	30.80
Heagle, Linda	9/11/1991	9/11/1991	18.50
Campbell, Bridget	1/3/1994	1/3/1994	16.50
Potter, Madelon	10/23/1990	8/25/1994	13.90
Bonner, Deborah	12/5/1995	12/5/1995	13.30
Davis, Barbara	11/12/1996	11/12/1996	12.82
O'Rourke, Laura	9/18/1997	10/14/1997	12.37
Kuhatschek, Sandra	2/26/1996	9/28/1998	11.75
Goeb, Mary	4/14/1998	10/22/1998	11.69
Pletcher, Sue	10/1/1996	2/10/1999	11.39
Hady, Judy	11/18/1997	11/18/1997	11.31
Burke, Roberta	2/3/1997	2/11/1998	11.19
Uhl, Jeanne	8/27/1998	9/15/1999	10.79
Page, Jane	10/22/1998	10/22/1998	9.85
Genthe, Anne *	5/11/1988	11/1/1989	8.95
Ganiard, Anne	12/11/1995	8/24/2001	9.00
Noorman, Bonnie †	9/7/1993	8/25/1994	8.20
Cannon, Helen	9/29/2003	9/29/2003	6.75
Voss, Judy *	3/1/1999	11/1/2000	5.58
Barkwell, Sharon	9/15/1997	8/30/2004	5.84
Aardema, Jan	10/2/2000	10/2/2000	5.63
McKeel, Susan	10/26/2004	10/26/2004	4.69
Belke, Nancy *	1/3/2000	9/16/2002	3.95
Lundquist, Debra	2/4/2005	2/4/2005	4.33
Swieter, Kathy	9/11/2006	9/11/2006	3.81
O'Connell, Kristine	12/22/2006	12/22/2006	3.52
McDonald, Carole *	8/30/2006	8/30/2006	2.84
Brown, Lynne *	2/17/1988	2/17/1988	2.70
Graham, Linda *	8/29/1991	8/29/1991	2.50
Otto, Gregory *	12/20/2007	12/20/2007	1.56
Fernandez, Laurie *	1/7/2008	1/7/2008	1.50
Schultz, Valerie	9/4/2008	9/4/2008	1.82
Curle, Mike *	7/24/2006	7/24/2006	1.08
Accola, Karen	9/8/2008	9/8/2008	0.81
Mondor-Gavern, Denise ‡	8/30/2006	9/8/2009	0.44
Homrich, Michelle ^	10/12/1998	9/8/2009	0.15

\* These employees have frozen seniority in this classification.

\*\* These employees have seniority in the Secretarial classification from prior assignments.

‡ These employees have split assignments and also earn a prorated amount of seniority in the Secretarial classification.

† These employees have frozen seniority in the Teacher Asst classification from prior assignment.

^ This employee has a split assignment and also earns a prorated amount of seniority in the Secretarial and Food Service classifications.

APPENDIX E  
**EAST GRAND RAPIDS PUBLIC SCHOOLS**  
**Support Staff Evaluation Form**

Name \_\_\_\_\_ Position \_\_\_\_\_  
 Date \_\_\_\_\_

1. Work Characteristics:	Above Average	Satisfactory	Needs Improvement
Accuracy			
Neatness			
Quality			
Thoroughness			
<i>Comments/Suggestions:</i>			

2. Use of Time:	Above Average	Satisfactory	Needs Improvement
Work production in time allocated			
Punctuality			
Ability to set and revise priorities			
Organization of time			
<i>Comments/Suggestions:</i>			

3. Independence:	Above Average	Satisfactory	Needs Improvement
Minimal supervision needed			
Appropriate seeking of help			
Ability to recognize what has to be done			
<i>Comments/Suggestions:</i>			

<b>4. Self Improvement:</b>	Above Average	Satisfactory	Needs Improvement
Uses opportunities for professional growth			
Accepts and uses constructive criticism			
<i>Comments/Suggestions:</i>			

<b>5. Interaction with Public and Staff:</b>	Above Average	Satisfactory	Needs Improvement
Ability to handle difficult problems			
Ability to listen			
Ability to communicate			
Cooperation			
<i>Comments/Suggestions:</i>			

<b>6. Loyalty to System:</b>	Above Average	Satisfactory	Needs Improvement
Actions/discussions reflect loyalty to district			
<i>Comments/Suggestions:</i>			

**7. Summary:**

**8. Employee Comments:**

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

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

Note: The signing of this form by the employee does not necessarily mean he/she agrees with all the things stated, but only that the employee has read the contents. The employee is welcome to attach his/her own comments to this form if the employee wishes.

REVISED 9/29/2006

## EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

### Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent who is (a) a member of a regular component of the Armed Forces and is deployed or has been notified of a deployment to a foreign country, or (b) a member of a reserve component of the Armed Forces and is deployed or has been notified of a deployment to a foreign country under a call or order to active duty may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member or a veteran of the Armed Forces, including a member of the National Guard or Reserves, and who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties, for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. If the servicemember is a veteran, he/she must have been a member of the Armed Forces at any time during the 5 years preceding the treatment, recuperation or therapy.

### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.**

LETTER OF AGREEMENT  
 Between the  
 East Grand Rapids Public Schools Board of Education and the  
 East Grand Rapids Association of School Employees  
 on Custodial Cleaners

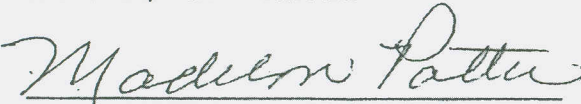
The Association and the Administration agree to create the position of custodial cleaner. The following is the mutual understanding between the parties regarding the creation of said positions:

1. Custodial cleaners shall be recognized as bargaining unit members as outlines in Article 1 of the Master Agreement.
2. Cleaners work duties are outlined in the agreed upon work functions as provided by the Administration.
3. Cleaners work year shall be forty-three (43) weeks per year and generally works no more than six (6) hours per day. In the event a custodial cleaner substitutes in a custodian position for more than one (1) day during the school year, he/she shall be paid at the custodian rate.
4. Holidays, vacations, sick leave, fringe benefits and all other provisions of the Master Agreement shall be afforded cleaners as outlined in said Master Agreement, and shall be granted if such holiday falls within the custodial cleaners' work year.
5. The number of custodial cleaners shall not exceed up to five (5) FTE positions. Custodial cleaner positions shall not be used to replace vacant bargaining unit custodian positions, nor shall they be employed when bargaining unit custodians are on layoff or have experienced a reduction in hours.
6. Custodial cleaners shall have the first opportunity to work summer break periods, at a rate established by the Administration. In the event the summer work performed is that of cleaning, cleaners opting to work the summer break shall be paid their normal hourly wage.
7. Student custodial assistants (Article 1.I. of the Master Agreement) shall be limited to work during summer break periods only.

In witness thereof, the parties hereto have caused this Letter of Agreement to be signed by the respective representatives effective with the 2001-2004 agreement.

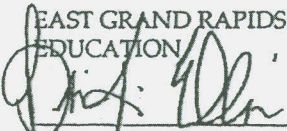
EAST GRAND RAPIDS ASSOCIATION OF  
SCHOOL EMPLOYEES

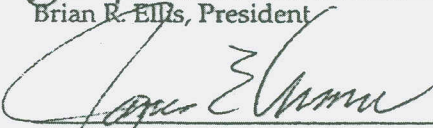
  
 Alex Shull, KCEA President

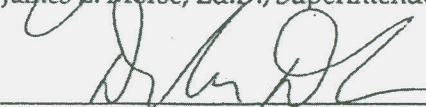
  
 Madelon Potter, President

  
 Sue Burt, Chief Negotiator

EAST GRAND RAPIDS BOARD OF  
EDUCATION

  
 Brian R. Ellis, President

  
 James E. Morse, Ed.D., Superintendent

  
 Douglas L. Derks, Chief Negotiator

October 30, 2001



LETTER OF AGREEMENT  
 Between the  
 East Grand Rapids Public Schools Board of Education  
 and  
 East Grand Rapids Association of School Employees/KCEA/MEA/NEA  
 on  
 Reclassifying the Position of Secretary to the Middle School Counselors

This Agreement is made by the East Grand Rapids Public Schools and the East Grand Rapids Association of School Employees/KCEA/MEA/NEA.

The School District and the Association hereby agree that the position of Secretary to the Middle School Guidance Counselors be moved from Category I to Category II; which reflects the placement of the position through the job reclassification study that was completed in 1995.

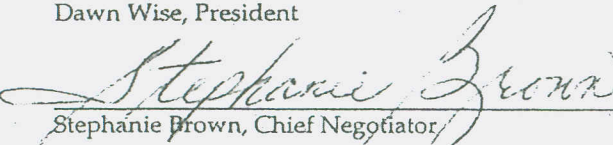
The parties agree that the position will return to the classification of Category II when the position of Secretary to the Middle School Counselors becomes vacant.

In witness thereof, the parties hereto have caused this Letter of Agreement to be signed by their respective representatives effective with the 2006-2008 agreement.

EAST GRAND RAPIDS ASSOCIATION OF  
SCHOOL EMPLOYEES


  
Harold Ebenstein, KCEA President


  
Dawn Wise, President

  
Stephanie Brown, Chief Negotiator

EAST GRAND RAPIDS BOARD OF  
EDUCATION

  
Charles M. Denton, President

  
Sara M. Shubel, Ph.D., Superintendent

  
Kevin D. Philipps, Assistant Supt. For Business

LETTER OF AGREEMENT  
 Between the  
 East Grand Rapids Public Schools Board of Education  
 and  
 East Grand Rapids Association of School Employees/KCEA/MEA/NEA  
 on  
 Reclassifying the Position of Secretary to Librarians-Districtwide

This Agreement is made by the East Grand Rapids Public Schools and the East Grand Rapids Association of School Employees/KCEA/MEA/NEA.

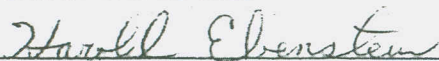
The Association and the Administration agree to reclassify the position of Secretary to Librarians-Districtwide. The parties also agree to make the necessary changes in the Master Agreement to reflect the reclassification of the position. The following is a mutual understanding between the parties regarding said position.


When the position of Secretary to Librarians-Districtwide becomes vacant the following shall occur:

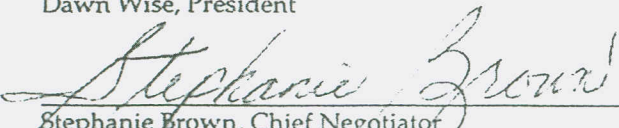
1. The Category III position of Secretary to Librarians-Districtwide shall be reclassified to Category IV.
2. The Category III, Secretary to Librarians-Districtwide corresponding pay schedule shall be deleted.
3. The Category IV, Secretary to HS Guidance Counselors, Secretary to Assistant Principals and Secretary to Directors, positions and the corresponding pay schedule shall become Category III.
4. The Category V, High School Receptionist position and the corresponding salary schedule shall become Category IV.

In witness thereof, the parties hereto have caused this Letter of Agreement to be signed by their respective representatives effective with the 2006-2008 agreement.

EAST GRAND RAPIDS ASSOCIATION OF  
SCHOOL EMPLOYEES


  
\_\_\_\_\_  
Harold Ebenstein, KCEA President

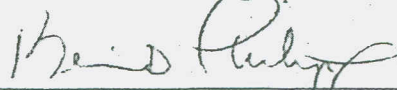
  
\_\_\_\_\_  
Dawn Wise, President

  
\_\_\_\_\_  
Stephanie Brown, Chief Negotiator

EAST GRAND RAPIDS BOARD OF  
EDUCATION

  
\_\_\_\_\_  
Charles M. Denton, President

  
\_\_\_\_\_  
Sara M. Shubel, Ph.D., Superintendent

  
\_\_\_\_\_  
Kevin D. Philipps, Assistant Supt. For Business

LETTER OF AGREEMENT  
 Between the  
 East Grand Rapids Public Schools Board of Education  
 and  
 East Grand Rapids Association of School Employees/KCEA/MEA/NEA  
 on  
 Teacher Assistant Classification

This Agreement is made by the East Grand Rapids Public Schools (hereinafter referred to as the "District") and the East Grand Rapids Association of School Employees/KCEA/MEA/NEA (hereinafter referred to as the "Association").

Both parties agree to the following:

Currently, there are three employees classified as Teacher Assistants. They will remain in the teacher assistant classification until they vacate their position. Said employees are:

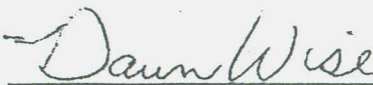
- Ernie Noorman
- Tanya Paas
- Michael Stille

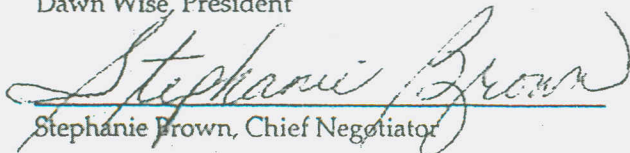
When the teacher assistant positions are vacated by the employees listed above, the replacement for said position will be classified as a Category II Special Education Paraeducator. This includes any other association members who have accrued Teacher Assistant seniority.

In witness thereof, the parties hereto have caused this Letter of Agreement to be signed by their respective representatives effective with the 2006-2008 agreement.

EAST GRAND RAPIDS ASSOCIATION OF SCHOOL EMPLOYEES

  
 Harold Ebenstein, KCEA President

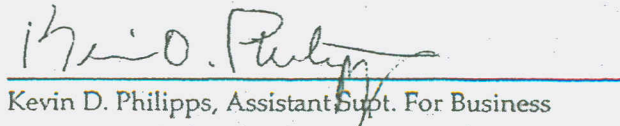
  
 Dawn Wise, President

  
 Stephanie Brown, Chief Negotiator

EAST GRAND RAPIDS BOARD OF EDUCATION

  
 Charles M. Denton, President

  
 Sara M. Shubel, Ph.D., Superintendent

  
 Kevin D. Philipps, Assistant Supt. For Business

## LETTER OF AGREEMENT

Between

East Grand Rapids Public Schools

And the

East Grand Rapids Public Schools Education Association

And the

East Grand Rapids Public Schools Educational Support Personnel Association

Re: West Michigan Benefits Consortium Section 403(b) Tax-Sheltered Annuity Base Plan Document and KISD Section 403(b) Adoption Agreement.

NOW COMES the East Grand Rapids Public Schools ("District") and the East Grand Rapids Public Schools Education Association and the East Grand Rapids Public Schools Educational Support Personnel Association ("Associations"), and said parties do hereby agree to the following:

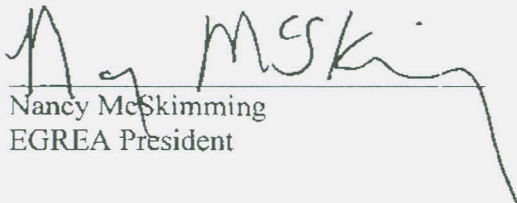
1. That for a number of years, the District has established and maintained a tax sheltered deferred retirement program. Recently, the Internal Revenue Service has issued significantly new regulations impacting such programs. These new regulations take effect January 1, 2009.
2. In response to the promulgation of these IRS regulations, over 260 public school districts, 25 intermediate school districts and other public education employers formed a Consortium which is now known as the Michigan Retirement Investment Consortium. That Consortium undertook a Request for Proposal process and selected TSA Consulting Group as the third party administrator for the Consortium.
3. The District and the Association recognize the importance of each employee pursuing an active retirement savings program and providing sound investment alternatives to assist them in achieving their retirement savings goals. All bargaining unit members are eligible to participate in the Plan.
4. The Plan Document shall allow employees the ability to make changes in their investment portfolio. Provisions for emergency or hardship withdrawals will be included within the Plan. Employees shall also be permitted to take loans from their investment as permitted in the Plan Document. Timely and regular notice of administration rule(s) changes, modifications, important dates, mandated changes, and any legal limitations placed on the plan and/or its administration shall be communicated to the participants and the Associations. Any changes to the adoption agreement shall require a 60-day advance notice to the Association.
5. Any monies taken under a salary reduction agreement shall be remitted to the appropriate approved vendor under the Plan as soon as administratively feasible and in no event later than the time limits imposed under the Plan Document and the Internal Revenue Code.
6. The Wildcard vendors as mutually agreed to by the District and the Associations shall be; GLP & Associates, and AXA Equitable. All vendors listed must sign an Information

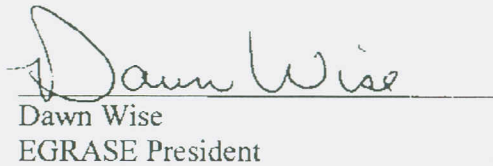
Sharing/Service Agreement with the MRIC by January 1, 2009 or they will be dropped from the list. The Parties agree that there shall be no change to these named vendors without the mutual consent of the association.

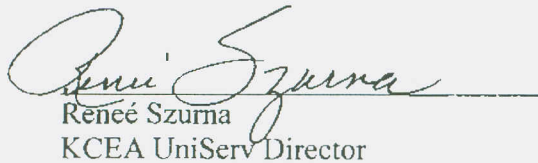
7. It is understood that currently there are no fees assessed directly to the bargaining unit members for services provided by the Third Party Administrator. Should the Third Party Administrator begin charging fees to the bargaining unit members, the Association and the District agree to meet and negotiate regarding those fees.

8. The District and the Association agree to conduct ongoing review and assessment of the performance of the Consortium and the providers made available under the Consortium with the goal of maintaining a quality 403(b) program.

*For the Association:*

  
Nancy McSkimming  
EGREA President

  
Dawn Wise  
EGRASE President

  
Renee Szuma  
KCEA UniServ Director

12-17-08  
Date

*For the Board:*

  
Brian R. Ellis  
Board President

  
Sara M. Shubel  
Superintendent

  
Kevin D. Philipps  
Assistant Superintendent for Business

12-18-08  
Date

LETTER OF AGREEMENT  
 Between the  
 East Grand Rapids Public Schools Board of Education  
 and the  
 East Grand Rapids Association of School Employees/KCEA/MEA/NEA  
 on  
 Employee Evaluations

This Agreement is made by the East Grand Rapids Public Schools and the East Grand Rapids Association of School Employees/KCEA/MEA/NEA.


Both parties agree to establish a committee to develop and review the policies and procedures for the evaluation process during the 2008-09 school year. Following agreement by the parties, these policies and procedures will implemented in the 2009-10 school year and be incorporated into the Master Agreement during the next round of negotiations.


The evaluation committee will be comprised of equal representation between the District and the Association. One member and the Supervisor from each classification will provide input as ex-officio members. The final decision will be made with equal representation between the District and the Association.

In witness thereof, the parties hereto have caused this Letter of Agreement to be signed by their respective representatives effective with the 2008-2010 agreement.

EAST GRAND RAPIDS ASSOCIATION OF  
SCHOOL EMPLOYEES

  
 Harold Ebenstein, KCEA President

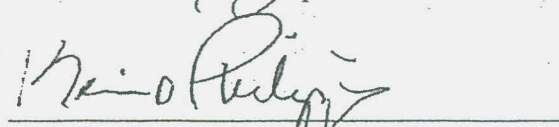
  
 Dawn Wise, President

  
 Renee Szurna, Chief Negotiator

EAST GRAND RAPIDS BOARD OF  
EDUCATION

  
 Brian Ellis, President

  
 Sara M. Shubel, Ph.D., Superintendent

  
 Kevin D. Philipps, Assistant Supt. For Business

**LETTER OF AGREEMENT**  
**Between the**  
**East Grand Rapids Public Schools**  
**and**  
**East Grand Rapids Association of School Employees/KCEA/MEA/NEA**  
**on**  
**the Position of Secretary to the High School Counselors**

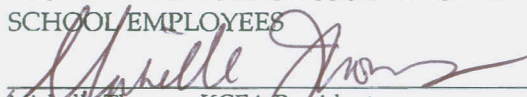
In the Spring of 2010, due to budget cuts, the Secretary to the High School Counselors position was to be eliminated for the 2010-11 school year. At the end of the 2009-10 school year, both the High School Registrar and the Secretary to the High School Counselors retired. As a result, it was decided to consolidate the two positions. The position of Secretary to the High School Counselors was retained with some of the High School Registrar job responsibilities reassigned to that position.

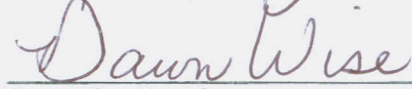
The parties do hereby agree that for the duration that the Secretary to the High School Counselors is also responsible for some of the High School Registrar duties, that employee shall be compensated on their respective step at the Category II pay rate.

The parties also agree that should the District reinstate the High School Registrar position, thereby removing those duties from the Secretary to the High School Counselors, the Secretary to the High School Counselors position shall return to being paid at the Category IV rate.

In witness thereof, the parties hereto have caused this Letter of Agreement to be signed by their respective representatives effective with the 2010-2012 agreement.

EAST GRAND RAPIDS ASSOCIATION OF  
SCHOOL EMPLOYEES

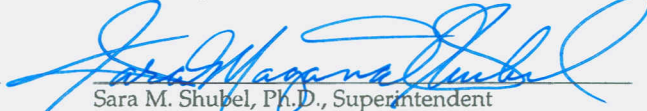
  
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Michelle Thomas, KCEA President

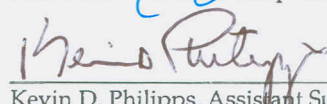
  
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Dawn Wise, President

  
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Renee Szurna, Chief Negotiator

EAST GRAND RAPIDS BOARD OF  
EDUCATION

  
\_\_\_\_\_  
Brian Ellis, President

  
\_\_\_\_\_  
Sara M. Shubel, Ph.D., Superintendent

  
\_\_\_\_\_  
Kevin D. Philipps, Assistant Supt. For Business

Letter of Agreement  
 between the  
 Kent County Education Association/EGRASE  
 and the  
 East Grand Rapids Public Schools

In an effort to maintain the East Grand Rapids Custodians as employees and to avoid the loss of their jobs, the KCEA, the East Grand Rapids Association of Support Employees and the East Grand Rapids Public Schools do hereby agree to the following concession package. These concessions shall go into effect on July 1, 2010.

Salary

No Salary increase for 2010-11  
 Reduction in salary of 15% of the base  
 Base scale freeze for 2011-12 school year

Salary Schedule adjustment

Agree to move Category IV into Category V, but grandfather current employees  
 All new hires will be paid at the Category V (cleaner) rate. At the beginning of their 5<sup>th</sup> year, custodians would move to step 2 of their respective schedules (head custodians or custodians).

Staffing:

Reduction of 1 custodian and provide custodial services under Article 1, Section A at Woodcliff, provide services at HS pool through private company. Total loss of 3 EGRASE members

If this results in an EGRASE custodian having to bump a cleaner and losing insurance, the Board agrees the bumped custodian will be the first considered for any extra hours.

Insurance:

Board Contribution towards MESSA Choices II  
 \$200/\$400 Deductible; \$20 office visit

Single Subscriber: \$425/mo, \$5,100 annually  
 Two-Person: \$975/mo., \$11,700 annually  
 Full Family: \$1,100/mo., \$13,200 annually

If the Board contribution for any other employee group in the district exceeds the amounts listed above, the Board contribution for the custodial group will be increased to that higher amount. In addition, if the board contribution exceeds the premium amount of the health care plan chosen by the custodial group, the difference will be returned to the members as additional wages.

For the 2011-12 school year, the Board agrees to increase the contribution rate by the following from the final 2010-11 contribution:

<u>Premium Increase</u>	<u>Board Contribution</u>
0-8%	100% of the increase
8.1-15%	60% of the increase
Above 15%	40% of the increase



Reduce Cash in Lieu to \$200/month

Longevity:

Change longevity amounts:

5-9	\$200
10-14	\$250
15-19	\$300
20+	\$350

Vacation & Sick Leave days:

Reduce vacation accrual max of 3 weeks and reduce sick days from 12 to 10 for custodians

Holiday:

Eliminate second holiday around the Fourth of July

Rx Pool:

Agree to eliminate reimbursement for Rx

Uniform:

Cut uniform allowance in half

Custodial Schedule:

Remove article 4D limitation that a normal work week will be Monday-Friday

First 40 hours paid at regular time, anything over 40 is overtime

3 weeks layoff in summer, staggered

Team clean one building, and then shut that building down to save on energy costs

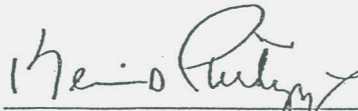
Limit building use activities to 1 building and Woodcliff

The Board recognizes that these employees are making significant concessions that they will never be able to make up, in order to save their jobs. In recognition of this, the Board agrees to maintain EGRASE Custodians and Cleaners as EGR Public School employees for at least the next 3 years.

The Board agrees that for the 2010-11 school year that if the reduction in state funding is less than \$150 per pupil and the MESSA rate increase is 10% or less, the Board will reinvest \$25,000 of the concessions provided in this deal in a manner agreed to between the Board and the Association.



Dawn Wise, President  
East Grand Rapids Assoc. of Support Employees



Kevin Philipps, Asst. Superintendent for Business  
East Grand Rapids Public Schools



Renee Szurna, Uniserv Director  
Kent County Education Association



Brian R. Ellis, Board President  
East Grand Rapids Public Schools

9/1/10

Date

9/1/10

Date