

MASTER AGREEMENT

between the

**Reeths-Puffer Maintenance,
Transportation, and Food Service
MEA/NEA**

and the

**Board of Education of the
Reeths-Puffer School District
Muskegon, Michigan**

**MAINTENANCE,
TRANSPORTATION AND FOOD SERVICE**

July 1, 2010 to June 30, 2012

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**ARTICLE 1
PARTIES TO THE AGREEMENT**

This Agreement made and entered into by and between the Reeths-Puffer Board of Education, hereinafter referred to as "Employer" or "Board", and the Reeths-Puffer Maintenance, Transportation and Food Service, MEA/NEA, hereinafter referred to as the "Union" or "Association".

**ARTICLE 2
PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth the wages, hours, terms and conditions of employment that shall prevail for the duration of this Agreement. The Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

**ARTICLE 3
RECOGNITION**

The employer hereby recognizes the Union as the sole and exclusive bargaining representative for all regular Transportation Department employees, Transportation Service Department employees, Building and Grounds employees, and Food Service Department employees. Excluded are supervisors, substitutes, casual employees and all other employees.

**ARTICLE 4
BOARD OF EDUCATION RIGHTS**

1. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.
2. The Union recognizes that the Board is legally responsible for the operation of the entire school system within the boundaries of the Reeths-Puffer 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.
3. The Board may invoke appropriate disciplinary action in situations where employees fail to adhere to the terms and conditions of employment herein outlined or to reasonable rules, regulations and policies of the Board.
4. Manage and control its business, its equipment and its operation and to direct the working force and affairs of the school district.
5. Hire all employees and, subject to the provision of law, to determine their qualifications.
6. Establish levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

7. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation; the means, methods, and processes of carrying on the work, including automation or contracting thereof, or changes therein; the institution of new and/or improved methods or changes therein.
8. Adopt rules and regulations.
9. Determine financial policies and accounting procedures.
10. Determine the number and location -or relocation of -its facilities, including the establishment or relocation of new schools, buildings, departments, and divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or sub-divisions, buildings or other facilities.
11. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board shall be limited only by the terms and provisions of this agreement, state and federal laws and/or the Constitutions of the State of Michigan and/or the United States of America.

ARTICLE 5 UNION RIGHTS

1. The Union and its representatives shall have the right to use school facilities and equipment for Union business in the building in which it is located, including available technology at reasonable times, when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use. The person operating each piece of equipment shall be trained to operate that machine prior to the use.
2. Executive officers of the national, state, and local union or their representatives, duly authorized to represent the Union, and/or the President of the Local Union will be permitted to participate in any negotiations or grievances relative to hours, wages, and working conditions providing that when they are to be on the Reeths-Puffer District grounds that the employer is notified and it does not stop or delay normal operations, informs the employer of whom he/she wishes to see, and for what purpose. Employees will not be paid for such time unless the employer so agrees to do so.
3. The Union shall have the right to post notices of activities and matters of the Union concern on designated bulletin boards, at least one of which shall be provided in each building or facilities to which bargaining unit members may be assigned. The Union may use the District mail service for communication to bargaining unit members concerning Union business.
4. The names of the officers, stewards, or alternatives shall be given in writing to the Employer. A steward or alternate, shall not function as such until the Employer has been so informed in writing by the local president or unit official. Any changes in officers, stewards, or alternates will be reported to the Employer in writing as far in advance as possible. Stewards of one department shall not process grievances of another department. However, when a department steward is not available, the chief steward may process the grievance. In such event, the department steward shall be notified as soon as possible by the chief steward that the grievance is being processed.

5. With respect to any School Improvement Plan by MCLA 380.1277 it is agreed as follows:
 - A. All matters pertaining to wages, hours and other terms and conditions or employment, including the negotiation of an agreement on behalf of the employees shall be the sole responsibility of the Reeths-Puffer Maintenance, Transportation, and Food Service (RPMTFS). Any plans, strategies, or objectives, which conflict with the Master Agreement, will require mutual agreement between the RPMTFS and the Reeths-Puffer Board of Education.
 - B. The RPMTFS shall approve any and all bargaining unit representatives to any district or building committee formed for the purpose of School Improvement, On Site Board Decision Making, Building Level Decision Making, etc.
 - C. The participation in the above mentioned plans shall be voluntary on the part of the bargaining unit members.

**ARTICLE 6
UNION DUES OR FEES AND PAYROLL DEDUCTIONS**

1. Any employee who is a member of the Union or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions in the Union which sum shall be in such amount as established by the Union. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the Reeths-Puffer Educational Support Personnel Association, MEA/NEA Constitution and By-laws. Pursuant to such authorization, the Board shall deduct such dues, assessments and contributions in equal payments from the regular payroll check of the employee each pay period for eight (8) months, beginning in September and ending in May of each year. There will be no deduction for the last pay period in December and the first pay period in January.
2. The Union recognizes its responsibility to provide the Board's designated financial official a continuous membership list on or before September 1 of each school year.
3. The Union will notify the school payroll office prior to July 1 of each school year as to the amount of yearly dues to be deducted from the employee's salary.
4. Joining the Union or Service Fees
 - A. Each bargaining unit member shall as a condition of employment, (1) on or before sixty (60) actual work days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union or (2) pay a service fee to the Union, pursuant to the Union's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Union dues collected from Union members. The bargaining member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the Service Fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amount, as nearly as may be from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association or its designee, no later than twenty (20) days following deduction.

- B. Pursuant to Chicago Teachers Union v. Hudson, 106 S. Ct 1066 (1986). the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures". That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to Non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed and/or exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this section shall be subject to the grievance procedure set forth in the Agreement, or any other administrative or judicial procedure.
- C. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated sixty (60) days following the union's notification to non-members of the fee for that given school year.
- D. In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:
- 1). The employer gives full and complete cooperation to the Union and permits the Union intervention as a party if it so desires, and
 - 2). The employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels. The union agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.
5. A. School year employees shall receive twenty one (21) pays and full year employees shall receive (26) pays.
- B. Payroll deductions will be available to employees on a mutually agreed basis.
6. The Board agrees to promptly remit to the Union all dues, assessments, and service fees deducted in accordance with those procedures as outlined in Section 1 of this Article.
7. The Board shall not be liable for any errors or losses in the administration of this Article unless it is shown that the Board or its agents was negligent in the care and handling of the moneys involved.
8. The Parties agree that the District will participate with the Michigan Retirement Investment Consortium, (MRIC), for the purposes of compliance, administration, and processing of payments related to employee contributions with Districts 403(b) and annuity plans. The parties recognize the consortium has designated a third party administrator (TPA), not having a vendor relationship with the District's Plan. All IRS regulations will be followed.

- A. The parties recognize that MRIC has named MEA Financial Services as a vendor with 403(b) plan. Should this designation be changed, the District will create an independent slot for MEA Financial.
- B. Should any vendor fail to meet the minimal participation standards, the parties recognize the obligation to make changes. If the consortium drops a vendor due to a lack of quality or service standards established at the time of the initial plan document, the Association will be notified and work with the Board to resolve concerns.

**ARTICLE 7
EMPLOYEE RIGHTS**

- 1. Definitions:
 - A. Full year employee: One who is hired for 2,080 hours per year and has passed the probationary period.
 - B. School year employee: One who has completed the probationary period and is regularly schedule to perform daily a specified duty during the school year.
 - C. Probationary employee: One who has not completed the trial period as defined in Section 2 of this article.
 - D. Seasonal employee: One who is hired for a period of time not to exceed sixty (60) workdays. The time may be extended by mutual agreement between the Board and the Union. Seasonal employees are not subject to the contract.
 - E. Substitute Employee: One who is hired to replace an employee who is temporarily absent due to illness, disability, vacation, or to fill a job that cannot be posted. Substitute employees are not subject to the contract.
- 2. Probationary Period: All new employees shall serve a probationary period of sixty (60) actual workdays. The purpose of the probationary period is to give the Employer an opportunity to observe the performance of the new employee and dismiss such employee without recourse if the Employer feels he/she is not up to standard. The Employer shall evaluate, in writing, each new employee no later than the employee's 30th workday. The supervisor shall meet with the employee to discuss the evaluation. All provisions of Article 7, Evaluation of Employee, apply. Failure of the Employer to evaluate the new employee shall mean that his/her work is deemed to be satisfactory. The probationary period may be extended an equal amount of time by mutual consent of the Union and the Employer. Probationary employees may not grieve their discharge.
- 3. Pursuant to Act 379 of Public Acts of 1965, as amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of the State of Michigan or the Constitutions of Michigan and the United States; that it will

not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reasons of his/her membership in the union, his/her participation in any activities of the union or collective bargaining with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

4. Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to his/her employment.
5. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.
6. Membership in the Union shall be open to all bargaining unit members regardless of race, creed, religion, color, age, sex, marital status or national origin.
7. Employees shall not be prevented from wearing Union insignia, on or off the school premises.

ARTICLE 8 EVALUATION OF EMPLOYEES

All employees shall be evaluated in writing by their immediate supervisor. Employees shall have the opportunity to discuss their evaluation with their supervisor, a reasonable length of time to prepare a supplementary statement for inclusion in their own files if they wish, and a copy of the evaluation for their own files. The content of evaluations shall not be subject to the grievance procedure.

1. Probationary employees shall be evaluated per Article 7(2).
2. Non probationary employees will be evaluated in the first year and no less than a minimum of every three (3) years thereafter.
3. The evaluation process will involve actual observation on the job and interview with the employee using a mutually agreed to evaluation form.
4. The results of each evaluation report shall be discussed with the employee within ten (10) work days of the supervisory observation. The employee shall sign and be given a copy of the evaluation report prepared by the supervisor. Any employee may submit a written response if he/she is not in agreement with the supervisor's report within ten (10) days. All evaluation reports will be placed in the employee's personnel file.
5. Included in each evaluation report will be the employee's recommended employment status. The recommendation may include any of the following:

Recommend continued employment; employee appears to be in good status.

Recommend second evaluation; employee is not meeting all the expectations of the job.

Recommend discontinuing employment, employee has consistently failed to meet expectations of the job despite specific recommendations/coaching and time to improve relative to areas of weakness.

**ARTICLE 9
SENIORITY**

1. Seniority shall be defined as an employee's length of continuous service with the Employer, beginning with the employee's first day of work. Seniority credit may be reduced through the procedure outlined in Article 23, Disciplinary Procedure, of this Agreement. Except when on the Family Medical Leave Act leave or military leave, seniority shall be frozen when an employee takes an authorized unpaid leave of more than ten (10) working days. Seniority shall accrue for any employee on paid sick leave, layoff, or an authorized unpaid leave of ten (10) working days or less.

2. Seniority shall be by classification within a particular Department (i.e., Mechanic, Head Cashier) only, and seniority accrued in one job department shall not be transferred to another department. The job classifications within a department are as follows:

TRANSPORTATION SERVICE DEPARTMENT

- a. Mechanic
- b. Mechanic's Helper
- c. Dispatcher

MAINTENANCE DEPARTMENT

- a. Maintenance 1
- b. Maintenance 2
- c. Grounds and Painting

FOOD SERVICE DEPARTMENT

- | | |
|----------|--|
| GROUP I | QUALIFIED POSITIONS
Head Cashier |
| | |
| GROUP II | SENIORITY POSITIONS
Food Service 1
Food Service 2
Food Service 3
Cashier 1
Cashier 2
Delivery/Stock/Mail |

3. The Employer shall prepare and post an updated seniority list in each building by October 15 of each year. Within ten (10) days of posting the seniority list, objections to the list shall be filed, thereafter, the list shall be final and conclusive. An updated transportation seniority list shall be provided at the August drivers' meeting.

4. The following terms and conditions will be followed where employees are working separate jobs within multiple departments
 - a. Seniority is earned in each classification where work is performed.
 - b. For bidding purposes, seniority is by each particular classification's seniority date.

- c. A secondary job cannot interfere with primary job's responsibilities in any way and vice versa. This guideline is based on posted hours of these positions.
- d. When non-reoccurring conflicts (half days, in-services, etc.) occur, transportation will be given priority.
- e. Secondary job hours added to primary job hours cannot equate to overtime status.
- f. Secondary job hours cannot be added to primary hours to qualify for benefits.
- g. Jobs are to be filled from within the district's employee ranks before being offered to substitutes.
- h. Classification bid meetings are open to current classification members only (those having seniority status in that particular classification).
- i. Jobs not filled after a classification bid meeting must be posted prior to filling position with non-employees.
- j. Employees are permitted to work in one Union Association only, unless mutually agreed to otherwise by Association and District.

**ARTICLE 10
VACANCIES, PROMOTIONS, AND TRANSFERS**

1. All job vacancies shall be posted on departmental bulletin boards in each building for a period of five (5) working days. The posting shall include the qualifications and background needed, a brief job description, and job location.
2. Any employee may apply for the vacancy by signing the posting or submitting a written application, including by e-mail, to the supervisor for an interview. The local president, chief steward or department steward may sign on behalf of any employee on vacation or paid sick leave; the officer must also inform the supervisor that he/she has signed on behalf of any employee.
3. Vacancies in all classifications, except maintenance and food service head cashier, will be filled by the most senior qualified employee in that classification using the current seniority list.
 - A. Maintenance, dispatcher and head cashier vacancies shall be filled by the most qualified applicant except when qualifications are equal; then the most senior person within the classification shall be selected. The successful employee shall be notified within one (1) week following his/her selection. At the Employer's discretion, a new assignment may not begin until all vacancies created by the original vacancy have been filled.
 - B. Building checker position shall be posted and available to any non full time employee who wishes to apply. It shall be paid at the minimum wage rate. During the summer, the rate will be minimum wage. The position shall be posted according to Article 9, Vacancies, Promotions and Transfers, and shall be available to any non-full-time employee who wishes to apply.
4. The Employer agrees that all job vacancies shall, insofar as possible, be filled from existing personnel in accordance with the above provisions.
 - A. An employee who has been granted a transfer to a vacancy within his/her classification will have a trial period in the new position not to exceed thirty (30) workdays. The purpose of the trial period is not to allow every employee, regardless of qualifications, to

have 30 workdays to try a new job. If, for any reason, the employee cannot meet the requirements of the new position, at the discretion of the employee or administration, he/she may return to his/her former position. During the trial period, a substitute employee may be hired for vacated positions, or if feasible, the Board may by way of temporary transfer within the department move people up, with mutual agreement, so that a substitute is hired for the lowest classification.

- B. When a Maintenance employee is promoted to the next highest maintenance classification he/she shall initially serve a forty-five (45) workday qualifying period in the new classification. The employee shall be evaluated at the fifteenth (15) and thirty (30) workday levels using the appropriate evaluation form found in Appendix A. Evaluation. If for any reason, the employee cannot meet the requirements of the higher classification within the forty-five (45) work day qualifying period, he/she may return to his/her former position by mutual agreement of the employee and administration.
- 5. All employees shall have the right to refuse a permanent promotion or transfer without loss of seniority, except if it is for the maintenance of discipline or layoff. Maintaining discipline includes non-cooperation, areas of need where meeting the physical demands of the job require special consideration as determined by Administration and not assigning relatives to the same building. No proof of fault is required. Temporary work assignments do not fall under this section as all employees may be assigned varying duties throughout the year including summer. Emergencies are excluded.
 - 6. In reviewing the applications for vacant positions(s), the Board shall fill the vacancy based on qualification as stated in the job description, skills, abilities, experience of each applicant and seniority in department.
 - 7. By mutual agreement, employees may be assigned outside their classification for training purposes.

ARTICLE 11 REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

- 1. A. No employee shall be laid off pursuant to a necessary reduction in the work force unless the employee shall have been notified of said layoff at least fourteen (14) calendar days prior to the effective date of layoff. In the event of a necessary reduction in the work force, the employer shall notify the employees in those positions in writing (personally delivered or by certified mail). Employees whose positions have been eliminated due to a reduction in the work force or who have been affected by a layoff/elimination of position shall have the right to assume a position in their classification for which they are qualified, which is held by a less senior employee. In no case shall a new employee be employed by the employer while there are laid of employees within that classification who are qualified for a vacant or newly created position.
- B. If an employee is reduced in hours to the point of suffering a loss or reduction in fringe benefits or paid leave days, he/she shall be eligible to employ the bumping procedure.

2.
 - A. If there is a layoff within a classification; all long-term substitutes will be laid off first. A long-term substitute shall be defined as a substitute whose assignment is longer than ten (10) consecutive regular workdays.
 - B. If additional layoffs are necessary in the affected classification, then probationary employees employed in that classification shall be laid off.
 - C. After all probationary employees within the classification have been laid off and further layoffs are needed, non-probationary employees within the classification shall be laid off beginning with the least senior employee.
 - D. A laid off employee shall be offered the work of any or all long-term substitutes in the affected classification. This shall be done by seniority.
 - E. The Employer is not obligated to employ a laid off employee as a long-term substitute for more hours per week than what the laid of employee was working at the time he/she was laid off.
3. When an employee has personally received written notice of layoff (i.e., personally delivered or by certified mail), the affected employee shall notify the Employer in writing within three (3) days, excluding Saturdays, Sundays, and holidays (when school operations are completely closed) of his/her desire to bump.
4. Bumping Procedure
 - A. In the event of a layoff, bumping shall be implemented first within the affected classification. All bumping shall be done at a meeting of the entire department called by administration. Bumping shall take place in order of seniority and qualifications; a laid off employee or an employee who has been bumped may bump any person in the department with less seniority. If a person(s) is bumped out of a classification he/she may bump a less senior person in a lower classification provided the department has more than one (1) classification.
 - B. Employees shall only be allowed to bump into another department, except maintenance, if they have previously earned enough seniority in that former department with which to bump and meet the minimum qualifications of the position.
 - C. Employees who bump down or into another department (as specified in 3) shall have a trial period of thirty (30) work days to show proper ability. Such trial period may be extended thirty (30) work days upon concurrence of the Employer and the Union.
5. Recall – When a vacancy is not filled by a current employee, it will be filled through recall of a laid off employee. Laid off employees shall be recalled in order of seniority within the classification, with the most senior employee being recalled first to any vacant position within their classification. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the employee's responsibility to keep the employer notified as to his/her current mailing address. A recalled employee shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the five (5) day period. Employees recalled to full time work for which they are qualified are obligated to take said work. An employee who declines recall to full time work for which he/she is qualified

shall forfeit his/her seniority rights. Employees on layoff shall not accrue seniority during the period of such layoff if it exceeds 10 days.

Laid off employees shall remain on the recall list provided the employee notifies the superintendent's office, in writing, by July 1 each year of the desire to remain on the recall list.

ARTICLE 12 WORKING CONDITIONS

1. The Employer and employees will make efforts to maintain a safe working environment. Employees are expected to bring hazardous or unsafe conditions to the attention of the Employer. Where hazardous conditions exist that present a threat to the safety of the employee, the employee shall not be forced to perform the work until the hazard is removed.
2. All overtime and catering duties in each department, shall be assigned on a rotation basis from a master seniority list within that department and the building assigned except in emergencies, provided that the employee is qualified to perform the duties needed.

The designated food service caller must call all names on the rotation seniority list until the assignment is filled. An emergency shall be defined as follows: (Less than a six (6) hour notice of a need for overtime or catering is given to a department.)

Food service overtime shall be assigned on a rotation basis based upon seniority.

Those not desiring overtime shall provide a written statement so stating at the beginning of each school year.

3. Employees desiring to improve themselves and learn new job skills in the school district may, upon written request, be given the opportunity to learn a particular job by mutual agreement.

ARTICLE 13 WORK WEEK, HOURS, AND ASSIGNMENTS

1. Work Week

A regular work week shall consist of five (5) consecutive days, Monday through Friday, except as follows:

- A. A second shift consisting of a regular workweek of Sunday through Thursday (five (5) consecutive workdays) shall be established.
- B. A second shift consisting of a regular workweek of Tuesday through Saturday (five (5) consecutive workdays) shall be established.
- C. It is understood that the deviations in the workweek set forth in B, and C above shall not cause the employee to lose any fringe benefit or wage by his/her acceptance of the job.

2. Rest Periods

- A. Rest breaks shall be fifteen (15) minutes in length and shall be paid. Employees shall be permitted to take rest breaks depending on the daily number of continuous hours worked as follows:

<u>Number of Hours Worked</u>	<u>Rest Breaks</u>
More than six (6) continuous hours	2
Four (4) hours up to and including six (6) continuous hours	1
Less than four (4) continuous hours	0

No breaks will be taken during the first or last hour of a shift. Rest breaks will be scheduled or authorized by the immediate supervisor and must be taken on the Employer's premises, at the work site.

- B. Where mutually agreeable, the work shift for full time employees shall consist of eight (8) consecutive hours with two (2) paid breaks of 15 minutes and no unpaid lunch period. Hours to be determined by immediate supervisor.

**ARTICLE 14
PAID LEAVES**

1. Sick leave

- A. Full year employees shall earn sick leave at the rate of one (1) day per month of work up to twelve (12) days per year with unlimited accumulation. School year employees shall earn sick leave at the rate of one (1) day per month of work up to nine (9) days per year with unlimited accumulation. A day shall be defined as the regular number of hours an employee is scheduled for standard working hours on the day of an absence or leave. Sick pay is based on the accrued hours in the employee's sick bank.
- B. During their first year of employment, full year employees shall be limited to earning only eight (8) days and school year employees shall be limited to earning only five (5) days. Upon completion of the first year, employees shall earn sick leave as described in subsection A. above.
- C. Employees hired after June 30, 1990 and who work less than four (4) hours shall not be eligible for sick leave with the exceptions of Article 14, 5-E and PAID LEAVE GUIDELINES, 5.
- D. Sick leave shall be granted for the following reasons:
- 1). Any illness or disability an employee may contract or injury that he/she may suffer preventing his/her ability to perform normally and safely at work.
 - 2). Any contagious disease, as defined by the Health Department, that he/she may experience through which the health of others would be endangered by his/her attendance on duty.

- 3). Illness or injury in his/her immediate family which would require the employee's presence due to a serious health condition up to ten (10) days per year (July 1 to June 30). Employees using more than ten (10) days per year shall provide, upon request, a medical statement asserting the employee is medically needed.
 - 4). Immediate family shall be defined as spouse, parents, step parent, child, adopted child, stepchild, foster child, mother-in-law or father-in-law.
 - 5). The day of major surgery for a spouse or child. A doctor's verification will be necessary.
 - 6). To extend bereavement as specified in section 2 of this article.
- E. When an employee notifies his/her designated supervisor that he/she will not be in for work, the employee will personally give the Employer the reason for being absent (in rare cases it would be necessary for someone else to call) and any special doctor orders that would require him/her to be outside of his/her legal residence. To be eligible for sick leave pay, an employee must turn in a signed absence report.
 - F. The Superintendent or Central Office designee reserves the right to require an employee to submit a medical statement or to an examination by a physician selected and paid for by the district in cases of reasonable suspicion of abuse, excessive absenteeism or a pattern of absenteeism.

2. Bereavement

- A. Utilization of such leave shall be for the purpose of attending the funeral or making funeral arrangements in the case of the death of the employee's parent, step parent, father-in-law, mother-in-law, spouse, children, adopted children, step children, foster children, brother, sister, brother-in-law, sister-in-law, grandparents or grandchildren. This leave shall be for a maximum of five (5) days per death and shall not be deducted from sick leave. Bereavement days shall not be counted as a vacation day or holiday.
- B. One-day leave shall be granted for attending funerals for persons other than in the immediate family. One additional day shall be granted for attending funerals held more than 200 miles from Muskegon. In the event more days are needed than the days allowed above, the Employer may grant an extension. The extension may be charged to the employee's accumulated sick leave at the Employer's discretion. This time is not to be used for recreational or such activities contrary to the purpose of this leave. Violation of this section shall be construed as an unexcused absence and subject to discipline under Group 2 "D" of the Disciplinary Procedure, Article 24.

3. Worker's Compensation

- A. Employees shall promptly report, within twenty four (24) hours whenever possible, all work-related injuries or illnesses to their supervisor, and complete the necessary forms as soon as possible.
- B. An employee's absence from duty due to a service connected disability for which he/she is receiving loss of wages Worker's Compensation benefits, shall not be compensated for, or deducted from his/her sick leave, unless no Worker's Compensation is to be received and therefore the period may be paid under sick leave (less than seven (7) calendar day

disability). A day's sick pay will have one (1) day deducted. The employer will be reimbursed if the Employer pays sick leave during a "waiting" period that eventually extends to seven (7) calendar days (Worker's Compensation days).

- C. Seniority shall continue for all employees absent due to injury or illness covered by the Worker's Compensation Act.

4. Jury Duty

- A. Employees who are called for jury duty, or to serve as a witness, shall receive the difference between their regular earnings for that day and the pay received from the Court for services. Moneys received from the court for expenses shall not count as pay. A check stub from the court shall be presented to the Employer as verification. If the employee is excused, or if court recesses by noon for the day, the employee must call his/her supervisor for instructions. This section shall not apply where the Union and/or employee is involved in a suit or claim against the Employer. Second shift employees will not be expected to report for work only if selected for a jury and if the jury is in session all day. If the court adjourns for the day at noon or before, the employee will be expected to report for work.
- B. The employee shall not lose pay when appearing as a witness in a case connected with his/her employment by the school, or in support of litigation initiated by the school.

5. Personal Day

- A. At the beginning of each work year, each employee shall be credited with two (2) personal days to be used under the following conditions:
- B. Employees desiring to use such leave shall submit their request on the application form (provided by the Board) at least five (5) working days in advance of the anticipated absence except in cases of emergency; in such case, the employee shall apply as soon as possible. This form must be filed with the immediate supervisor.
- C. Such leave shall not be used for seeking other employment, rendering services, working either with or without remuneration for themselves or anyone else.
- D. Such leave shall not be granted for the first working day preceding or following a vacation period or holiday (exceptions; graduation exercises for the employee, spouse, child, or honors convocation honoring the employee and/or military departure of a child or in an emergency as determined by the department administrator, employee's birthday or anniversary).
- E. If the day is not used, it shall be added to the employee's accumulated sick leave.
- F. The day may be split into two (2) half days at the employee's discretion.
- G. "Day" shall be defined as the number of hours the employee is scheduled to work the day the personal leave is taken.
- H. School year employees shall not be granted time off in the last ten (10) work days of the school year, except for jury duty, illness or a death in the family, graduation exercises for

the employee, spouse, child, or honors convocation honoring the employee and/or military departure of a child.

6. Union Business

- A. At the beginning of each work year, the Union shall be credited with fifteen (15) working days to be used by employees who are officers of the Union, such use to be at the discretion of the Union. These days shall be made available to the Union without cost. Requests for the use of these days must be made ten (10) days in advance during the school year except in cases of emergency. If days are to be used during the summer recess period, application must be made at least thirty (30) calendar days in advance except in cases of emergency.
- B. A member elected to any state level position shall be granted release time to attend the various board or committee meetings without compensation.

PAID LEAVE GUIDELINES

- 1. All employees are expected to report to work as scheduled and to work their scheduled hours and any required overtime. Employees will be charged with an absence occurrence when they fail to report for their scheduled work hours. Similarly, workers who leave early, are tardy for work, or extend authorized breaks past their official limits may be charged with a partial absence occurrence.
 - A. Absences for which employees will be charged an occurrence include failure to report for such reasons as an illness or accident for which a physician was not consulted, other than those officially recognized by the employer (i.e. weather related closings). Several days taken for one illness or accident will count as one occurrence.
 - B. Absences that will not result in an occurrence charge include those involving weather related closings officially recognized by the employer, sick days for which a physician was consulted, personal days, emergencies, association leave, vacations, jury or military duty, work related injuries or illness, hospital confinement, and the use of authorized bereavement leave. The employer has the right to require employees to submit a doctor's note or undergo a physical examination to verify a claim of illness or injury. Employer will pay at their expense the employee's doctor. Sick time will count against the incentive day.
 - C. When employees are sent home or ordered not to report on a regularly scheduled workday because of inclement weather or other "Act's of God", the employees shall suffer no loss of wages. Employees' called-in to work on such days will receive overtime pay for actual hours worked in addition to the pay for the cancelled day. School-year employees must work any required "student make-up days or hours" in order to be held harmless on lost wages.
- 2. Employees must notify their supervisor in advance when possible - and in no case later than one (1) hour before their starting time - of their inability to report for work as scheduled. If a supervisor cannot be reached, workers should inform the personnel office as soon as possible that they will not be able to show up for work. In providing this notification, employees should give a reason for their absence and an estimate of when they will return to work. Supervisors will

maintain written records of employee's absences and tardiness, which will include the reasons given by employees for missing work.

3. Employees who are absent for three consecutive working days without notifying the employer are subject to termination.
4. Once employees have accumulated a total of six occurrences in a 12-month period, their supervisor will discuss with them the reasons for their absences and the organization's need for regular attendance by all workers. The accumulation of two more additional occurrences within the 12-month period will result in an oral warning. The ninth occurrence will elicit a written warning; the 10th, a three-day suspension; and the 11th, a 10-day suspension. Employees who are charged with 12 occurrences within a 12-month period may be subject to discharge. Supervisors will provide counseling and assistance at each step of this progressive procedure. School- year employees who have perfect attendance for a three (3) month period are entitled to have one occurrence expunged from their records.
5. Full-year employees who have a perfect attendance record for a period of twenty-six (26) consecutive weeks will earn one (1) incentive day, to be used during the following twelve (12) month period. This incentive day may be applied for when the employee believes they are entitled to a day by using the personal day application as described in Article 13, Paid Leaves, Section 5. This day may be used by itself or to extend a vacation period. If for any reason this day is not used, other than the supervisor's denial of a request to use the day, by the end of the twelve (12) month period, the time will be lost and added to the employees' sick leave. Sick time will count against the incentive day.

School year employees who have a nine (9) month perfect attendance record will earn one (1) incentive day. School year employees will earn their additional day September 1, through May 31, of each school year. The incentive day may be used from September 1 through January 1, of the following year. If for any reason this day is not used by January 1, the time will be added to the employee's sick leave. Sick time will count against the incentive day.

The employer will notify the employee in writing when such an additional day has been earned.

6. In dealing with attendance problems, especially those involving an illness or physical or mental incapacity to report to work, the employer will consider all the facts and circumstances of a particular case, including the employee's overall attendance, reasons for missing work, and prospects for future improvement and maintenance of an acceptable attendance record. The employer reserves the right to make exceptions to the disciplinary procedures outlined above in the interest of fairness and to make accommodation through the Americans with Disabilities Act and the Family Medical Leave Act.

ARTICLE 15 UNPAID LEAVES OF ABSENCE

All requests for leave of absence will be submitted in writing to the employer two (2) weeks in advance of the anticipated leave. The employer will notify the employee one (1) week prior to anticipated leave. All such leaves are subject to having the District able to cover the leave with personnel without subjecting the District to personnel shortage. Days off in general will not be authorized from two (2) weeks before school starts to four (4) weeks after school starts following summer vacation; the same applies to one (1) week after the end of the regular school year.

1. Personal Leave - An employee who has completed his/her probationary period may be granted a leave of absence for personal reasons without pay for a period not to exceed twelve (12) months, provided he/she requests such leave in writing and receives advance written permission from the Employer. Employees exercising their rights under this provision shall maintain but not accrue seniority and must return to the position from which he/she took leave if his/her leave was for thirty (30) days or less, or to the next available position in his/her classification that is open if the leave is for more than thirty (30) days but not more than one (1) year.

2. Family Medical Leave Act

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior 12-month period is entitled to twelve (12) work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:

- A. due to the birth of the employee's child in order to care for the child;
- B. due to the placement of a child with the employee for adoption or foster care;
- C. due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
- D. due to a serious health condition that renders the employee incapable of performing the functions of his/her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Any leave taken under this contract for the above purposes shall be charged against the employee's leave entitlement under the Family and Medical Leave Act at the election of either the Board or the employee. Other conditions of Family and Medical Leave Act shall apply to leaves in this section.

Eligible employees are entitled up to twelve (12) weeks during what would otherwise be an unpaid leave of absence. The employee shall use accrued paid sick leave while on FMLA.

The twelve (12) month period will coincide with the contract year.

The Board of Education will administer the Federal Family and Medical Leave Act consistent with the guidelines. Employees who voluntarily fail to return upon completion of FMLA leave may be required to reimburse the district the cost of the employer contribution for insurance premium contributions. Paid leave shall be counted toward FMLA

3. Military Leave - A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall enlist, volunteer, be called, or otherwise make him/herself available for active duty in the National Guard or Reserve.

The reinstatement rights of any employee who enters the Military Service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist to avoid being drafted during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

4. Extended Illnesses/Disability - Those employees who as a result of extended illness or disability have used all of their accumulated sick leave and who require additional time off due to such illness, shall be allowed up to twelve (12) months of unpaid sick leave only if requested in

writing. If the employee does not return within twelve (12) months he/she shall be terminated. At the end of the twelve (12) months of requested unpaid sick leave, the employee could apply and return to an open position in the former classification provided that the employee notifies the superintendent in writing prior to the twelve months expiring. Any employee hired to take the place of an employee off on paid or requested and granted unpaid sick leave shall enjoy employment only for the term of the sick leave.

5. Parental Leave - An employee shall be entitled, upon request, to a parental leave of absence, without pay, for up to two (2) years. Such leave shall commence immediately after the birth of a child, receives de-facto custody of an infant child, receives custody of a minor child or, prior to receiving custody of said infant or minor child if such is necessary, as determined by the employee, to fulfill the requirements of adoption. A request for leave shall include the beginning and anticipated ending date of the leave. The request for leave must be submitted to the Superintendent of Schools thirty (30) days prior to commencement of leave or ninety (90) days prior to the end of the school year, whichever comes first; and in cases of child(ren) adoption or the death of either parent, whenever possible. After notifying the district of a desire to return to active employment, the employee shall be assigned to his/her former position or, if the former position is no longer open, to a position within the same classification provided the employee is qualified. During said leave, seniority will not accrue nor shall the employee be advanced on the wage schedule.
6. Employees on unpaid leave shall not accrue paid leave for vacations, holidays, personal leave days or sick days

ARTICLE 16 HOLIDAYS

1. All full year employees shall receive the following paid holidays:
 - Fourth of July
 - Labor Day
 - Thanksgiving
 - Day after Thanksgiving
 - Day before Christmas
 - Christmas
 - Day before New Year's
 - New Year's Day
 - Good Friday, 1 /2 Day
 - Memorial Day
2. All school year employees shall receive the following paid holidays:
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Day before Christmas
 - Christmas
 - Day before New Year's
 - New Year's Day
 - Good Friday, 1 /2 Day
 - Memorial Day
3. Should a holiday fall on Saturday or Sunday, it shall be celebrated according to the student school day calendar. If no school day is involved, it shall be celebrated on the following Monday. In the event that the day off is not possible, the employee will receive six days pay for five days work.

4. To be eligible for holiday pay, an employee shall work his/her last scheduled workday preceding and his/her first scheduled workday following such holiday. No employee shall be eligible for holiday pay while laid off or on unpaid leave.
5. Holiday pay shall be the employee's normal daily straight time compensation.
6. To be eligible for holiday pay under this article, a new employee must have worked at least thirty (30) days,

ARTICLE 17 VACATIONS

1. Eligibility
 - A. All full year employees shall earn vacation at the following rate:

After one (1) year	5 days
After two (2) years	10 days
After five (5) years	12 days
After eight (8) years	13 days
After nine (9) years	14 days
After ten (10) years	15 days
After eleven (11) years	16 days
After twelve (12) years	17 days
After thirteen (13) years	18 days
After fourteen (14) years	19 days
After fifteen (15) years	20 days
 - B. The date of July 1, of each year shall be used to determine an employee's eligibility for vacation days. An employee who has less than a year of service as of July 1, shall have his/her vacation pro-rated, the number of prorated days to be taken after July 1. Vacations shall be determined by rounding off to the nearest half (1/2) day of vacation. From thenceforth, the employee shall be on the regular vacation schedule.
2. All employees who retire or resign shall be entitled to his/her pro-rated accumulated vacation time.
3. Employees shall be required to submit to the Employer a written request indicating their proposed vacation time off at least fifteen (15) calendar days prior to the start of such anticipated vacation. If there are two (2) or more employees who request the same vacation time off and both, or all, cannot be spared at such time, preference will be given to those employees with the greater seniority. Vacations not requested and/or taken during each eligible year will be lost to the employee except when the employer denies such valid time request or changes a scheduled vacation. Vacations will be allowed during the regular school year as service requirements permit.

**ARTICLE 18
COMPENSATION**

New employees shall begin at the beginning step of the appropriate pay scale. For purpose of moving to another step on the salary schedule, each employee will move up a step on the scale on July 1, of each year, providing they have worked for the district since January 1, of that year. They will move up one step on their own wage schedule.

In 2011-2012 a 1% increase on Schedule - If the 2010 Foundation Grant remains flat or increases. This does not include ARRA money or the Education Jobs money for districts.

In 2011-2012 a .5% increase on Schedule - If the 2010 Foundation Grant decreases by less than \$100. This does not include ARRA money or the Education Jobs money for districts.

In 2011-2012 a 0% increase on Schedule - If the 2010 Foundation Grant decreases by more than \$100. This does not include ARRA money or the Education Jobs money for districts.

BUILDING & GROUNDS		2010-11	2011-12
Maintenance 1	5 years or more	20.81	
	4 years	19.25	
	3 years	17.95	
	2 years	17.17	
	1 year or less	16.39	
Maintenance 2	5 years or more	18.47	
	4 years	17.69	
	3 years	16.85	
	2 years	16.07	
	1 year or less	15.29	
Maintenance 3	5 years or more	15.09	
	4 years	14.83	
	3 years	14.57	
	2 years	14.31	
	1 year or less	14.05	
 TRANSPORTATION			
Mechanic	5 years or more	20.81	
	4 years	19.25	
	3 years	17.95	
	2 years	17.17	
	1 year or less	16.33	
Mechanic Helper	5 years or more	15.81	
	4 years	15.09	
	3 years	14.20	
	2 years	13.42	
	1 year or less	12.59	

**TRANSPORTATION
continued**

2010-11

2011-12

Regular Dispatch	5 years or more	15.35
	4 years	14.62
	3 years	13.89
	2 years	13.16
	1 year or less	12.43

FOOD SERVICE

Food Service 1	5 years or more	13.11
	4 years	12.28
	3 years or less	11.50

Food Service 2	5 years or more	12.85
	4 years	12.02
	3 years or less	11.24

Food Service 3	5 years or more	11.18
	4 years	10.40
	3 years or less	9.57

Head Cashier	5 years or more	13.99
	4 years	13.42
	3 years or less	12.85

Cashier 1	5 years or more	11.18
	4 years	10.30
	3 years or less	9.52

Cashier 2	5 years or more	10.66
	4 years	9.83
	3 years or less	9.05

Delivery/Stock/Mail	5 years or more	14.46
	4 years	13.68
	3 years or less	12.90

Catering	All Levels	8.32
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Catering Coordinator	Event of 200 people or less	Hourly Rate
	Event with more than 200	1-1/2 the Hourly Rate

Food Service Person In Charge with certification shall receive an additional \$.20 per hour.

2. **LONGEVITY:**
- | | |
|--|----------------------------------|
| 8 or 9 years of seniority,
but less than 10 | \$50 maximum paid each December |
| 10 Years of seniority,
but less than 15 | \$125 maximum paid each December |
| 15 years of seniority,
but less than 20 | \$200 maximum paid each December |
| 20 years of seniority,
but less than 25 | \$300 maximum paid each December |
| 25 years of seniority
or more | \$375 maximum paid each December |

The payment will be included in the first pay in December as a lump-sum payment. Less than a 2080-hour worker would be pro-rated on 2080 hours of his/her regular hours only as of the first pay in November. November 1 will be used to determine years of seniority. If the employee's hours are reduced involuntarily as a cost saving measure by the district, then payment shall not be reduced pro rata basis for the first year of the reduction.

3. **TRANSFERS** -within a department, i.e., Building and Grounds, Food Service, Transportation.
- A. An employee within a department shall be placed on a step which is either the next highest pay rate or at least equal to the pay rate of the previous assignment
 - B. Transfer from one department to another department - An employee with at least two (2) years of service to the district as a bargaining unit member, and who transfers from a classification in one department to a classification in another department, shall begin at step two (2) of the wage scale in the new classification. An employee with less than two (2) years of service to the district as a bargaining unit member shall begin at step one (1).
 - C. When an employee is temporarily assigned to a higher paying classification, he/she shall be paid at the higher rate.

4. **UNSCHEDULED WORK**

- A. One and one-half hours minimum pay shall be paid when any employee is called in for unscheduled work hours. A bus driver going immediately from a regular run to a special run will be paid a minimum of 1/2 hour if the special run is less than 1/2 hour.
- B. One and one-half (1-1/2) hours driving time shall be paid to a driver who reports to work no more than 15 minutes before start time when school has been cancelled.

5. ACCUMULATED SICK LEAVE

Any employee who retires under the Michigan Public Schools Employee Retirement System shall be paid as follows for any accumulated sick leave he/she has earned:

First 100 days	5.00/day
101 - 150 days	7.50/day
151 - 200 days	10.00/day
201 - 250 days	12.50/day
251 + Days	15.00/day

An employee will be entitled to a 50% bonus of the total amount entitled for unused sick days provided that written notice of retirement is submitted to the Superintendent nine (9) months or more before the date of retirement. For the purposes of calculating the payment, a day shall be defined as the average length of the employee's workday during his/her last three (3) years of employment.

In the event of the employee's death while still in the employ of the district, accrued benefits under this provision shall be paid to the employee's spouse or designated beneficiary.

6. SHIFT DIFFERENTIAL

2nd Shift	\$.10	per hour
3rd Shift	.20	per hour
Split Shift	.20	per hour

7. OVERTIME

A. Any work performed over eight (8) hours per day or over forty (40) hours per week shall be paid at the rate of time and one-half (1-1/2) or by mutual agreement the employee may take comp time at the time and one-half (1-1 /2) rate. Food Service employees will be paid at one and one-half (1-1 /2) times their regular rate of pay for all time worked after 3:30 p.m. on school days and on other days when school is not in session providing the work is not directly related to the required school lunch program or a required Board of Education function.

B. Compensatory time shall be earned at the rate of time and one-half (1-1 /2). The first hour of comp time earned must be not less than one (1) hour per occurrence. Additional comp time may be earned in one half (1/2) hour increments. In order to earn comp time, the employee must get permission in advance from the supervisor that the time will be earned as comp time. An employee may accumulate no more than twelve (12) hours (eighteen 18 hours at straight time) at any time. Accumulated comp time may be used as partial days up to a full day. Comp time must be applied for by using the personal day application as described in Article XIII, Paid Leaves, Section 7. Once an employee has accumulated twelve (12) hours of comp time, any additional overtime shall be paid. The Director of Operations shall be receptive to any requests for comp time except in special circumstances such as where the buildings are rented to outside concerns. (An example of an outside concern would be, if a church group rented a building on a weekend and paid the employer overtime for custodial services, then the employee would have to take the overtime and could not request comp time.)

- C. All Sunday work will be paid at the rate of two (2) times the hourly rate unless this is the employee's regularly scheduled work day. All work performed on a holiday, when the Holiday begins, will be paid at the rate of one and one-half (1-1/2) times the regular hourly rate in addition to the pay for the holiday.

**ARTICLE 19
FRINGE BENEFITS**

DEFINITION - Fringe benefits are defined as:

- Health Insurance
- Dental Insurance
- Vision Insurance
- Long Term Disability
- Life Insurance
- Options in Lieu of Health Insurance

Employees working eight hours (480 minutes) per day and taking insurances will have an annual employer paid maximum allowance of \$13,500.00 for premiums and associated deductibles. Employees working less than eight hours, but more than six hours will have their allowance prorated based on 480 minutes. Employees working at least four hours, but less than six hours per day will receive \$150.00 per month additional compensation and will not be eligible for insurance coverage. Allowances will be based on hours (minutes) worked on October 1st unless time is adjusted by more than 30 minutes after that date. Employees who work a varied number of hours per day during a regular work week will have their allowances prorated on the basis of a forty hour work week. Field trip hours are not included in the calculations.

Deducted from the allowance will be the dental, vision, LTD, and term life insurance coverage premiums of \$1400, if taken by the employee.

Any unmet premium amounts after the employer's allowance is fully utilized will be the employee's obligation. Employee contributions may be made through payroll deductions with pre-tax dollars under the district's 125 cafeteria plan.

Employees also have the option not to carry the non-health insurance coverages to reduce their contribution.

Employees eligible for health coverage and opting not to take this coverage will receive \$300.00 per month additional compensation plus the other scheduled benefits for the twelve month period.

Insurance will be provided through Priority Health. The HSA deductible will be provided upfront for the employees who qualify.

Insurance Information

<u>Maximum Allowance:</u>	8.0 hours (480 minutes) \$13,500
	7.5 hours \$12,656
	7.0 hours \$11,813
	6.5 hours \$10,969
	6.0 hours \$10,125

Insurance Prorating Examples

Eight hours employee: \$13,500 allowance
 - 1,400 dental, vision, term life, ltd premiums
 \$12,100 sub total for cost of premium

Six hour employee: \$10,125 allowance
 - 1,400 dental, vision, term life, ltd premiums
 \$8,725 sub total for cost of premium

Employee would have an annual payment of-\$1,400 if they want dental, vision, long-term disability and term insurance.

Additional Coverages

Dental Benefits

BENEFITS	LIMITS
Deductible	\$0 per Covered Person
<u>Benefit Percentage</u>	
Type I - Preventive Dental Services	100%
Type II - Minor Restorative Dental Services	90%
Type III - Major Restorative Dental Services	90%
Type IV - Orthodontic Services (for Dependent children only)	90%
<u>Maximums</u>	
Maximum Benefit Paid Per Covered Person Per Calendar Year for Types I, II & III Dental Services	\$1,500
Lifetime Maximum Benefit Paid Per Dependent Child for Type IV Orthodontic Services	\$1,500

Vision Benefits

BENEFITS	LIMITS
<u>Benefit Percentage</u>	
Vision Examinations	80%
Eyeglass Frames	80%
Eyeglass Lenses	80%
Contact Lenses (All Types)	80%
<u>Maximums</u>	
Maximum Benefit Paid Per Covered Person For All Eligible Vision Services	\$400

Term Life

\$45,000 on life of employee with accidental death and dismemberment (AD&D) and waiver of premium (WOP).

Long-Term Disability

Benefits shall be paid at 50% of salary up to a monthly maximum of \$4,500 and shall begin after the later of 1) exhaustion of the bargaining unit member's accumulated sick leave, 2) expiration of ninety (90) calendar days of disability accumulation in any twelve (12) consecutive months. (Only the last three (3) days of the waiting period need to be consecutive and for the same condition.)

ARTICLE 20 GRIEVANCE PROCEDURE

1. A claim by an employee, group of employees, or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
2. Procedure
 - A. In the event that an employee believes there is a basis for a grievance, he/she shall request a meeting to discuss the alleged grievance with his/her supervisor. The request must be made within ten (10) working days or fourteen (14) calendar days whichever comes first of the occurrence or knowledge of the alleged violation, misinterpretation or misapplication. The employee may request the presence of his/her association representative(s). (It shall be the responsibility of the employee to contact their representative.) A maximum of a half-hour paid release time shall be granted for the meeting with the supervisor. The Employer may end the meeting before the half hour paid time period has elapsed. The half hour paid time period does not include a steward/employee conference. The meeting must take place within two (2) working days of the request of the grievant. The Employer may, at its discretion, schedule the meeting

either before or after the grievant's shift. The meeting may begin no earlier than one (1) hour before a shift begins or, if held at the end of the shift, must begin no later than fifteen (15) minutes following the end of the shift. The supervisor shall give an oral answer to the employee within five (5) working days following the meeting.

- B. If the matter is not settled in step 1 above, the employee may invoke the formal grievance procedure through the union within five (5) working days following the supervisor's oral answer in step 1 above. The formal grievance shall include the following:
- 1). Written and signed "Statement of Grievance." (Form adopted in 2008)
 - 2). Shall name the employee involved, shall state the facts giving rise to the grievance.
 - 3). Shall identify the provisions of the agreement alleged to be violated by reference to article and section.
 - 4). Shall state the contention of the grievant and the Union.
 - 5). Shall indicate the relief requested. Within five (5) working days following the personal receipt of the formal grievance, the designated supervisor may submit a written answer to the employee or to the union.
- C. If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made in step 2 above, the grievance shall be transmitted to the Director of Personnel within five (5) working days of the supervisor's disposition. Within five (5) working days, the Director of Personnel or his/her designee shall meet with the Union on the grievance, and shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Union.
- D. If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made in step C above, the grievance shall be transmitted to the Superintendent within five (5) working days. Within five (5) working days, the Superintendent or his/her designee shall meet with the Union on the grievance, and shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Union.
- E. If the Union is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time period provided in step C above, the Union may submit the grievance to arbitration by notifying the Board of its intent to do so within five (5) working days of the Superintendent's response or the last date the Superintendent's response is due. In the event the Board and the Union cannot agree on the choice of an arbitrator within fifteen (15) working days after the Union has notified the Board of its intent to arbitrate, the Union shall submit a demand for arbitration to the American Arbitration Association.

The arbitrator shall have jurisdiction and authority only to interpret, apply and determine compliance with this Agreement, and shall not add to, or detract from, or alter in any way, its provisions. The arbitrator's decisions shall be final and binding on both parties. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear individually the costs of presenting their respective case in arbitration.

The arbitrator shall have no authority to rule on:

- 1) The termination of a probationary employee; and
 - 2) The substance of an evaluation of an employee.
- F. A grievance regarding the dismissal of an employee shall be submitted in writing to the Superintendent or his/her designee within three (3) working days following the meeting in step 1. The immediate supervisor's written response will not be required in this instance.
- G. Time limits may be extended in writing by mutual agreement between the Board and the Union.
- H. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.
- I. Any grievance not advanced to the next step within the time limit specified shall be deemed abandoned and not subject to further appeal.
- J. In the event of an individual grievance, the grievant will be expected to be present at all levels of the procedure except in extraordinary circumstances.

ARTICLE 21 NO STRIKE

The Union, its officers and its members, individually and collectively agree that during the course of this Agreement neither it, nor they, will cause, permit, or take part in, any sit-down, stay-in, or slow-down, or any curtailment of work, or restriction of service or interference with education of the children. The Employer agrees that during the course of this Agreement, it will not lockout its employees.

ARTICLE 22 SEPARABILITY

1. Invalidated Provisions - In any event that any of the provisions of this Agreement shall become invalid or unenforceable, such invalidity or unenforceability shall not effect the remaining provisions thereof.
2. Negotiating Invalidated Provisions - It is further provided that in the event any provisions are so declared to be in conflict with any law superseding this Agreement, both parties shall meet within thirty (30) days for the purpose of negotiating the provisions so invalidated where permitted by law.

**ARTICLE 23
DISCIPLINARY PROCEDURE**

1. No employee shall be disciplined, reprimanded or discharged without just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth, including arbitration
 - A. An employee shall be entitled to have present a representative of the Union during any meeting to discuss disciplinary action.
 - B. Employees to receive disciplinary action, in any form, must generally be notified of such disciplinary action within five (5) work days from the knowledge of the incident for which the action is taken.
 - C. The misconduct list below is not all-inclusive; unlisted offenses will be placed in the classification that is determined by mutual agreement if possible.

Level Group 1. Minor Offenses include but are not limited to tardiness, minor safety rule violations and improper language.

First offense, written warning; second offense, one day suspension without pay; third offense, three day suspension without pay; fourth offense, seven day suspension without pay; and fifth offense, discharge.

Level Group 2. Intermediate Offenses including but not limited to abuse of leave, negligent destruction of school property and insubordination.

The disciplinary procedure in this group may be: First offense, three days suspension without pay; second offense, seven day suspension without pay; third offense, discharge.

Level Group 3. Major Offenses including but not limited to gross insubordination, under the influence of alcohol or drugs on the job, criminal conduct, serious safety violations and endangerment of others, theft, falsifying records, gross negligence and immoral or improper conduct with student or minor.

The disciplinary action in this group may be grounds for immediate discharge.

2. Miscellaneous Provision

Employees with seniority who have been found to be guilty of an offense or an accumulation of offenses, which would under the provisions of this article warrant discharge, may at the discretion of the employer and with the concurrence of the employee and the Union, agree to a loss of seniority standing rather than discharge. Employees who suffer loss of seniority under these provisions shall be moved back on the seniority roster to a position of a newly hired employee who has served the appropriate probationary period and shall begin accumulation of seniority credit and benefits from this date.

**ARTICLE MAINTENANCE I
OVERTIME**

1. Overtime for maintenance employees shall operate as follows: All overtime shall be assigned on a rotation basis from a master list. Any employee not desiring overtime assignments must inform his/her immediate supervisor in writing.
2. Employees shall be contacted Monday through Wednesday during their regular scheduled working hours for scheduled overtime. In the event the employer is unable to contact the employee as provided above, the employer shall make efforts to contact the employee at the employee's place of residence. In the event the employer is unable to contact the employee by telephone prior to the scheduled overtime, the employee shall be notified of the attempt to contact and shall be offered the next available overtime in the next rotation.
3. The employee when contacted for overtime must give an immediate "yes" or "no" response. If the employee who is scheduled for overtime cannot do so because of a personal emergency, the next person on the overtime list, when called, will not lose his/her place if not able to work.
4. Scheduled overtime that is received by the supervisor later than Wednesday will go to the next person on the overtime list using the procedures described in this article.
5. In case of emergency, overtime will be assigned to an employee at the employer's discretion.
6. In the event that no employee on the overtime list accepts an overtime assignment; the employer shall have the right to assign overtime. When this occurs, the whole master maintenance seniority list shall be rotated in reverse for the mandatory overtime.

**ARTICLE MAINTENANCE II
JOB EXPECTATIONS AND STANDARDS**

MAINTENANCE I

Proficient in all areas of maintenance including, but not limited to:

Electrical	Plumbing
Carpentry	Welding
Construction	Heavy Equipment
Demolition	Snow Removal
Grounds	Boiler
Lawn and Athletic Field	Refrigeration
Sprinkler Systems	Air Conditioning
Re-key	Current Codes
Key and Lock	Reading Schematics
Blueprint Reading	Painting

MAINTENANCE II

Proficient in all areas of maintenance including:

- * Electrical - limited to: non-technical
- *Plumbing - limited to: non-technical
- *Carpentry - limited to: rough carpentry
- *Welding - limited to: rough welding
- *Boiler - limited to: start up and cleaning
- Construction - assist Maintenance I
- Heavy Equipment
- Demolition
- Snow Removal
- Grounds
- Lawn and Athletic Field Sprinkler Systems
- Key and Lock
- Painting

*Unless proficiency demonstrated to Supervisor

ARTICLE FS I JOB VACANCIES

1. The supervisor shall call a meeting each August of all food service staff. At that meeting, all available positions will be posted and selection will be according to seniority and qualifications. New positions will take effect at the beginning of the school year.
2. The food service employee has the responsibility to attend the August staff meeting and remain for the entire process. If the employee leaves the staff meeting he/she forfeits all rights to anything that might become available. If the employee must leave for an emergency, a union steward may sign for said employee upon request. The steward must notify the supervisor.
3. As a position becomes available all food service employees may bid on that position through the posting process or at a bid meeting called by the food service coordinator. Any successful bidder holding a temporary position within the department shall vacate the position upon the scheduled date of transfer or promotion. This provision shall not apply to request for transfer or promotion to a qualified position.
4. Food Service employees who have been granted a transfer to a vacancy within the department will have a trial period in the new position not to exceed thirty (30) workdays. The trial period must be taken only after the transfer has been awarded by the employer. The purpose of the trial period is not to allow every food service employee, regardless of qualifications, to have thirty (30) workdays to try a new job.
5. When an extended absence (more than 10 days with advance notice from the employee) occurs in the Food Service Department, the position will be considered a temporary vacancy, not to exceed twelve (12) months. The position will be posted internally and awarded to the most senior employee within that department signing the posting.
 - A. A person filling a temporary position shall not bid on another temporary position.
 - B. If at the end of the twelve (12) months, the employee has not returned to work, all affected employees will return to their original positions and the original temporary

vacancy will be posted internally as a permanent position and awarded to the most seniored food service person within that department signing the posting.

The position will be posted as a temporary vacancy in August if the twelve (12) month period has not been reached.

In the case of unavailability of subs, the supervisor will fill positions with available staff to the best of their ability, which may result in less than total staff.

ARTICLE FS II CERTIFICATION PAY

Food Service Employees acting as the-Person in Charge (PIC) will receive a certification pay incentive in the amount of \$.20 per hour when the following conditions have been met by the employee:

1. Advancement to a higher classification in the food service department will be accomplished by seniority and certification.
2. The Food Service Department will pay for any educational classes required for certification, re-certification, or maintenance of the certificate.
3. Any employee awarded a PIC position shall receive the certification training within 30 days or the next available training date after thirty days.
4. Any employee awarded a PIC position that is not successful in gaining certification shall be given one opportunity to retest at the employee's expense. This must be completed in the next available testing period.
5. The PIC position will only receive the \$.20 increase upon successful completion of the certification program.

ARTICLE FS III GUIDELINES

Food Service Employees will be paid at one and one-half (1-1 /2) times their regular rate of pay for all time worked after 3:30 p.m. on school days and on other days when school is not in session providing the work is not directly related to the required school lunch program or a required Board of Education function.

Appropriate attire for food service operations will be worn at all times per the food service policy manual.

ARTICLE FS IV CATERING

1. Coordinate staffing for catering events using catering list. This must be done by rotating through a catering list which is provided at the August staff meeting. All interested employees must sign up at the August staff meeting. If an employee is called for events and turns it down three consecutive times they will be removed from the rotation list.
2. Coordinator must order or purchase all supplies for events in a timely manner.

3. Employees are responsible for gathering the supplies needed for smaller events. These supplies will be available at the High School. Large items will be delivered by the delivery driver.
4. Catering events during workday hours including conferences will be offered to personnel in that building who are on the catering list first (when not being done by the coordinator). This must always follow the rotation procedure.

**ARTICLE 24
DURATION**

This Agreement shall be effective as of 12:01 a.m. July 1, 2010, and shall continue in effect until 12:00 midnight June 30, 2012.

Bargaining for a successor contract shall commence prior to the expiration date.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative on this 21st day of October, 2010.

REETHS-PUFFER EDUCATION SUPPORT
PERSONNEL ASSOCIATION (MEA/NEA)

REETHS-PUFFER BOARD OF EDUCATION

BY _____
President RPMTFS

BY _____
Superintendent

BY _____
Secretary RPMTFS

BY _____
Board Secretary