

**AGREEMENT**

**Between**

**SPRING LAKE EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION, MEA-NEA**

**and**

**SPRING LAKE BOARD OF EDUCATION**

**July 1, 2009 - June 30, 2011**

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## **AGREEMENT**

THIS AGREEMENT entered into this twenty-fourth day of November 2009 by and between the SPRING LAKE PUBLIC SCHOOL DISTRICT, SPRING LAKE, MICHIGAN, hereinafter referred to as the "Employer," and the SPRING LAKE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA-NEA, hereinafter referred to as the "Union."

## **ARTICLE I**

### **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth the wages, hours, and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union. Recognizing that the safety and well-being of students are the paramount concern of all employees of the District, 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 II

### RECOGNITION AND UNION SECURITY

#### Section 1. - Recognition

Pursuant to the provisions of Act 379 of the Public Acts of 1965 of the State of Michigan, as amended, the Employer does hereby recognize the Union as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment of employees of the Employer as follows:

ALL REGULAR FULL-TIME AND PART-TIME BUS DRIVERS, MAINTENANCE I and II, FOOD SERVICE AND MECHANICS. EXCLUDING SUPERVISORS AND ALL OTHER EMPLOYEES. AS CERTIFIED BY THE MICHIGAN EMPLOYMENT RELATIONS COMMISSION ON APRIL 15, 1997 IN CASE NO. R97 B-40 AND ON OCTOBER 31, 2001 IN CASE NO.R01 1-125.

#### Section 2. - Non-discrimination

The Employer and the Union agree that, for the duration of this Agreement, neither shall discriminate against an employee because of race, religion, color, creed, sex or nationality.

#### Section 3. - Union Security - Requirements of Union Membership

a) Employees covered by this Agreement shall be required as a condition of continued employment to become a member of the Union, or pay to the Union as a service charge each month by payroll deduction, an amount equal to the regular monthly dues for the duration of this Agreement on or before the thirtieth (30) day following the effective date of this Agreement or the thirtieth (30th) day following the beginning of their employment in the unit.

b) The Union agrees to indemnify and save the Board harmless against any and all legal claims, suits, or other forms of liabilities arising out of the Board's compliance with this section of the Agreement.

#### Section 4. - Union Dues

a) Payment by payroll deduction. Employees shall authorize deduction of monthly membership dues by signing a membership form provided by the Union.

b) Membership Form. The Employer agrees to deduct Union membership dues from the pay of each employee who executes the Union Membership Form. The Employer shall be entitled to rely solely on the written notice of the Union as to the amount to be deducted from the employee's wages and the employees from whom such deductions are to be made provided that authorization shall be given to the payroll department at least three (3) weeks prior to the pay day of which deductions are to be made and provided deductions for Union dues or service charge shall not supersede any legally required deductions, and the Employer shall not be required to make any payroll deduction for Union dues or service charge if the employee's pay is not sufficient to cover the dues or service charge in any pay period.

c) When Deductions Begin. Payroll deductions under all properly executed membership forms shall become effective at the time the authorization is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter. The remittance of dues shall be sent to such address as designated by the Union Treasurer. The Employer further agrees to notify the Union Treasurer

of new employees added, addresses or change of address.

d) After a service fee payer has utilized the Union's Administrative Procedures, pursuant to the Union's "Policy Regarding Objections to Political Ideological Expenditures", the procedure in all cases of non-payment of the appropriate service fee shall be as follows:

1) The Union shall notify the employee of non-compliance by certified mail, return receipt requested, explaining that he/she is delinquent in not tendering the service fee, specifying the current amount of the delinquency and warning him/her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days of the Union's notification to the employee, he/she shall be reported to the Board, and a deduction of the service fee shall be made from his/her salary.

2) If the employee fails to comply, the Union shall give a copy of the letter sent to the delinquent employee and the following written notice to the Board at the end of the fourteen (14) day period.

The Union certifies that           (name)           has failed to tender the periodic service fee required as a condition of employment under this Agreement and demands that under the terms of this Agreement, the Board deduct the delinquent service fees from the employee's salary. The Union certifies that the amount of the service fee includes only those items authorized by law.

3) The Board, upon receipt of said notice and request for deduction, shall act to involuntarily deduct dues. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Union, in enforcing this provision, agrees not to discriminate between employees.

## ARTICLE III

### MANAGEMENT RIGHTS

Section 1. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing the sole and exclusive right to manage and operate the Facility in any and all of its operations and activities:

- a) The right to hire, promote, discharge, discipline, layoff, and recall employees and to maintain discipline and efficiency;
- b) The right to determine and implement all matters pertaining to the services to be furnished, including the methods, procedures, means, equipment and machines required to provide such services;
- c) The right to determine the composition and number of facilities and their locations;
- d) The right to establish the numbers of personnel required;
- e) The right to assign work to employees within their classification;
- f) The right to direct and control operations;
- g) The right to discontinue, combine or reorganize any services or any part or all of the operations;
- h) The right to direct the work force;
- i) The right to assign work in a reasonable manner in the interests of efficiency of operations and to determine the number of employees assigned to operations;
- j) The right to study and use improved methods and equipment, machinery, or processes, to change or eliminate existing equipment and institute technological changes, decide on materials, supplies, and equipment to be purchased;
- k) The right to construct new facilities or improve existing facilities;
- l) The right to determine the size of the work force and increase or decrease its size;
- m) The right to schedule hours of work and shifts as per this Agreement and to determine lunch rest periods and clean up times;
- n) The right to establish work schedules;
- o) The right to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work; and
- p) The right, in all respects, to carry out the ordinary and customary functions of management except as specifically restricted by the terms of this Agreement.

Section 2. The Employer shall have the right to promulgate at any time and to enforce any rules and regulations that it considers necessary or advisable for the safe, effective, and efficient operation of the Facility, so long as they are not limited or restricted by the terms of this Agreement. Any employee who violates or fails to comply therewith shall be subject to discipline or discharge just the same as if they were set forth in this Agreement. The Employer shall furnish the Union with a copy of the work rules and the Union shall have the right to grieve the enforcement of any work rule established by the Employer.



## **ARTICLE IV**

### **STRIKES AND LOCKOUTS**

The Union agrees that, during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid, condone, or engage in a strike, work stoppage, refusal to work, slow down, or any other concerted interference with the operations of the Employer. The Employer agrees that it will not lock out the employees.

## ARTICLE V

### GRIEVANCE PROCEDURE

A grievance is defined as any dispute claiming a violation of the meaning, interpretation, or application of the terms and provisions of this Agreement.

#### STEP ONE Informal Meeting with Supervisor

The grievance shall be discussed with the employee's respective supervisor. Any employee, group of employees or the Union who has/have any grievance must meet with the supervisor within fifteen (15) working days after the event occurred or within fifteen (15) working days after the employee is charged with knowledge of the event upon which the grievance is based, whichever is later. At the employee's request, arrangements will be made to have the proper steward present for such discussion. The employee's supervisor shall investigate and report his/her disposition of the complaint within five (5) working days after it has been made to him/her. In the event the complaint is not satisfactorily settled in this matter, the following procedure shall apply:

#### STEP TWO Written Grievance

A grievance must be in writing and must:

- 1) state the facts upon which it is based and when they occurred;
- 2) specify the section of the contract that has allegedly been violated;
- 3) be signed and dated by the employee who is filing the grievance;
- 4) be presented to his/her supervisor within five (5) working days after the answer at Step One; and
- 5) state the relief requested.

The supervisor shall give a written answer to the aggrieved employee within five (5) working days after receipt of the written grievance.

#### STEP THREE Administration Level

If the grievance is not settled in Step Two, any appeal to Step Three must be presented to the Director of Business or Director of Operations within five (5) working days after the supervisor gives the employee the written Step Two answer. A meeting will be held within five (5) working days after the receipt of the grievance by the Director. The employee and/or the Union steward will be given a written, dated, and signed Step Three answer within five (5) working days following the meeting.

#### STEP FOUR Superintendent Level

If the grievance is not settled in Step Three, any appeal to Step Four must be presented to the Superintendent within five (5) working days after the Director gave the employee the written Step Three answer. The Superintendent shall meet with the grievant at a mutually agreed upon time; such meeting shall be scheduled within five (5) working days and held within thirty (30) working days after receipt of the written appeal. The Superintendent shall give the employee and/or the Union steward a written, dated, and signed Step Four answer within five (5) working days after he/she meets with the grievant at this step.

#### STEP FIVE Arbitration Level

If at this point the grievance has not been satisfactorily settled or withdrawn by the Union, the Union shall have the right to submit such grievance to arbitration. The Union shall advise the superintendent by written notice within thirty (30) calendar days of receipt of the Step 4 answer of its intent to arbitrate. The demand for arbitration and the proceedings thereafter shall be in accordance with the rules of the American Arbitration Association.

a) The arbitrator shall have no authority to add to, subtract from, or change, or modify any provisions of this Agreement, but shall be limited to the interpretation and application of this Agreement; however, the arbitrator shall have the authority to decide any valid grievance relating to whether or not the Employer had just cause for imposing discipline or discharge and whether the penalty is appropriate. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally between the Employer and the Union.

b) Grievances which are not appealed within the time limits specified in the grievance procedure shall be considered to be withdrawn by the Union and shall not be resubmitted. If the Employer fails or neglects to answer a grievance within the time limits specified at the various steps of the grievance procedure, the grievance shall move automatically to the next step.

c) For purposes of this Article, "working days" shall be defined as those days when the Central Office is open.

d) All grievance meetings held under the provision of this Article shall be held at such times as may be mutually agreed upon by the Union and the school administration. Should a grievance hearing or an arbitration hearing take place within an employee's work day and an employee is required to participate in the hearing as a grievant or witness, said employee shall not lose pay and shall not have accrued leave time deducted.

e.) The arbitrator shall have no authority to rule on any grievance concerning discharge or discipline that occurred during an employee's probationary period, nor any other specific grievance where an employee is seeking, or has sought, a remedy under OSHA or MDOT regulations.

## ARTICLE VI

### Union Rights

a) The Union Grievance Committee is composed of the President, one (1) steward from the maintenance working night shift, one (1) steward from the maintenance working day shift, one (1) steward for the bus drivers and one (1) steward for the food service. The Union shall furnish a list of stewards to the Employer.

b) For purposes of layoff only, the President and the stewards shall be considered to have the highest seniority in their respective groups and will be continued at work, provided they can perform the available work.

c) The following conditions shall govern Union responsibilities that must be conducted during scheduled work hours:

1. Grievances -
  - (a.) For investigations, up to one (1) hour paid time will be granted with their supervisor's permission unless to do so would interfere with an immediate job or program.
  - (b.) For meetings with administration or supervisors, up to one (1) hour of paid time will be granted with their supervisor's permission at a mutually agreed upon time.
2. Negotiations - Paid time will be granted if the hours cannot be rescheduled at a mutually agreeable time.
3. Arbitrations - Paid time will be granted with no rescheduling of loss work time.

d) At the beginning of each school year, the Union shall be provided with a total of thirty-two (32) hours of paid time to be used by Union officers and stewards to attend Union conventions or educational conferences or to attend to Union matters outlined in c) above. For conventions or conferences, the President shall notify the Superintendent or his/her designee five (5) working days in advance. These days shall be non-cumulative. An additional thirty-two hours without pay shall be allowed.

e) The employer will provide bulletin board space in each building that may be used by the Union for posting notices of its activities and matters of Union concern. The Union shall have reasonable use of the Employer's internal mail delivery system, provided such use does not interfere with the Employer's operations and/or with any employee's duty time.

f) The Union and its members shall have reasonable access to school building facilities for scheduled Union meetings.

## ARTICLE VII

### SENIORITY

#### Section 1. - Definition

"Seniority" shall be defined as an employee's length of continuous service with the Employer since his/her last hiring date or transfer into the bargaining unit. "Last hiring date" shall mean the date upon which an employee first reported for work in a bargaining unit position since which he/she has not quit or been discharged.

#### Section 2. - Seniority List

a) Between the first student day and September 30<sup>th</sup> of each year, the Employer shall post and furnish to the Union, a copy of the seniority list of the most senior employee, in seniority order, most senior employees appearing first and listed by unit: (Unit 1) Bus drivers and (Unit 2) Maintenance and Mechanic and (Unit 3) Food Service. The Employer will advise in writing the President of new hires and employees whose seniority is terminated for any reason.

b) As between any two (2) or more employees who have the same seniority date, seniority shall be determined by (1) the date first reporting and (2) if the same, the date and time hired. If the foregoing does not break the seniority tie, a random drawing shall be held to determine the seniority ranking.

c) Objections to the seniority list shall be submitted by October 15<sup>th</sup> of each year; thereafter the list shall be final and conclusive

#### Section 3. - Probationary Employees

An employee shall be considered to be on probation and he/she shall have no seniority, until after he/she has completed sixty (60) working days. The employer may extend the probationary period up to an additional sixty (60) working days provided the Association and the employee are given written notice prior to expiration of the first sixty day probationary period. The written notice shall include specific areas that need improvement and specific steps to be taken by the employee. Once an employee has completed his/her probationary period he/she shall be ranked on the seniority list from their last date of hire. "Working days" shall mean days that the probationary employee actually worked.

#### Section 4. - Loss of Seniority

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

- a) He/she quits;
- b) He/she is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement;
- c) He/She is laid off for a period of eighteen (18) months;
- d) He/She is on sick leave of absence for a period of two (2) years;
- e) He/She accepts employment elsewhere while on a leave of absence (other than military service leave of absence), or is self-employed for the purpose of making a profit, during a leave of absence;

- f) He/She fails to report for work at his/her starting time on his/her first workday after expiration of a leave of absence;
- g) If the Employee fails to return after receipt of a recall notice; provided that the Employee had at least five (5) working days notice; or
- h) He/She is absent from work, without permission, for three (3) consecutive working days.

#### Section 5 - Seasonal Help

- a) Help hired for the summer or other temporary periods when school is not in session shall not be subject to the terms or benefits of this Agreement provided such seasonal help shall not be used to cause the layoff of bargaining unit personnel. Bargaining unit personnel not working full-time during the time when seasonal employees will be used will be given first consideration for such seasonal employment. The Employer shall post notice of such positions at least ten (10) days in advance on the bulletin boards. Employees who desire seasonal work as herein provided shall sign the posting. Notice of seasonal work after the last student instruction day of the school year shall be mailed to those bargaining unit members who have expressed an interest.
- b) These employees shall not be used to take the place of regular employees already on the payroll.
- c) If an employee classified as seasonal help is retained as a regular employee or works beyond the length of seasonal employment, he/she shall have seniority from the date the employee was employed as seasonal and shall be covered by all provisions of this Agreement except that the probationary period provided by Article VII, Section 3, shall be served after the date the employee is retained as a regular employee.

## ARTICLE VIII

### VACANCIES, TRANSFERS, LAYOFFS & RECALLS

#### Section 1. - Basic Principle.

Seniority shall be applied on a Unit basis: (1) Bus Drivers, (2) Maintenance I & II and Mechanic, and (3) Food Service in transfers, layoff, and recall within seniority units based on seniority, qualifications, and ability to perform the job.

#### Section 2. - Permanent Vacancies.

a) The Employer will post notice of a vacancy in a bargaining unit job within ten (10) working days from the date of the vacancy (providing the position is going to be filled) setting forth the position, location, and shift, and it shall be posted for a period of five (5) working days. A vacancy exists when there are more positions than employees in the bargaining unit. Any interested employee may apply in writing. After the end of the posting period, an employee may not apply, regardless of his/her reason for failure to apply during the posting period, and also regardless of his/her seniority standing relative to those who did bid during the posting period. The Employer may fill a posted job on a temporary basis during the posting period.

b) The position shall be awarded within fifteen (15) working days from the end of the posting period. The vacancy shall be filled based on the equally weighted components of skill, ability to acquire the necessary knowledge to perform the job, prior job performance and seniority. Employees who have applied for a posted vacancy, upon request, shall be informed in writing of the reason(s) for not being selected. A copy of the notification will be placed in the employee's file. The Employer shall provide the Union President with a copy of the posting, the names of the applicants and to whom the position was awarded.

c) During the first ten (10) days on his/her new job, the employer will provide assignment specific training to the employee. During the first forty-five (45) working days on his/her new job, a successful applicant may elect to return to his/her former job, or the Employer may elect to retransfer the applicant to his/her former job at the former pay rate and benefit level in the event he/she fails to demonstrate his/her ability to do the required work with written notice of documented reasons with a copy to the President. This shall not be subject to the grievance procedure. If the job is so vacated, the Employer may select another applicant from the earlier posting.

d) After an employee's successful application, he/she shall be ineligible to apply for another posted job for six (6) months. However, if a vacancy arises in a higher paying position, an employee may apply after thirty (30) days in position.

Sub-sections c and d do not apply to the Transportation unit (drivers).

e) Employees may submit a request to the Director of Operations and/or Director of Business for a transfer within their classification. The request for transfer should state the reason(s) for the transfer. If the request is not granted the employee will, upon request, be given a written statement indicating the reason(s) for not implementing the transfer. No transfer shall take place until the replacement employee is adequately trained.

f) The employer shall provide on the job training to any employee seeking to upgrade their skills in their current job classification. Upon receipt of appropriate written requests, the training will be completed within a year. The time and location of the assignment shall be at the discretion of the

employer.

### Section 3. - Temporary Transfer

a) If there is a temporary surplus or deficiency of employees, the Employer may assign employees to other work within the bargaining unit, regardless of classification.

b) Where there is more than one (1) employee in the classification from which the transfer is to be made, and whenever it is practicable, the junior employee will be selected, provided he/she has the present ability to perform the work required or a substitute may be used unless the temporary transfer is an upgrade to a higher-paid work and/or an addition of hours, in which case the senior employee so qualified will be offered the transfer. During the period of a temporary transfer an employee shall be paid the rate of his/her classification or the rate of the classification to which he/she is transferred, whichever is higher.

### Section 4. - Transfer

a) Any employee who has been or in the future is promoted from the bargaining unit to a supervisory position or other job with the Employer outside the bargaining unit shall continue to maintain but not accrue seniority for a period of one (1) year. Employees shall be permitted to return to the bargaining unit within the one (1) year period by replacing the employee with the lowest seniority in the classification from which he/she was promoted.

b) If it becomes necessary to schedule a position that includes Saturday or Sunday as part of its standard workweek, the least senior qualified employee will be assigned if the posting is unfilled. The employer shall post this position regardless of any contractual waiver of the posting process.

### Section 5. - Layoffs and Recalls

When the size of the work force is to be reduced, or is to be increased after a reduction, employees in each classification in the seniority unit affected shall be laid off or recalled, as the case may be, in accordance with the principle set forth in Section 1 of this Article. Probationary employees and part-time employees in the classification in the seniority unit affected, however, shall be laid off first and recalled last. Employees to be laid off will have at least ten (10) calendar days' notice of layoff. The Union President will be furnished a list from the Employer of the employees being laid off when the notices are issued to the employees.

Employees laid off shall have the right to replace a less senior employee in a different classification within their unit only, provided they are qualified and notice is given to the Employer within three (3) working days after notice of layoff is received. Part-time employees shall not be permitted to exercise their seniority to displace full-time employees.



## ARTICLE IX

### DISCHARGE OR DISCIPLINE

No employee shall be disciplined without just cause and no non-probationary employee shall be discharged without just cause. Any such non-probationary employee discipline or discharge shall be subject to the grievance procedure, hereinafter set forth in Article V, including arbitration. Any probationary employee discipline or discharge shall be subject to the grievance procedure, excluding arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Union utilizing Appendix A.

The employer will follow a policy of progressive discipline, unless the seriousness of the offense warrants accelerated discipline.

In imposing discharge or discipline on a current charge, the employer will not take into account prior discipline less than suspensions that occurred more than four years previously.

A bargaining unit member shall be entitled to have present a representative of the Union during any meeting that will or may lead to disciplinary action by the Employer.

## ARTICLE X

### LEAVES OF ABSENCE

#### Section 1. - Paid Leaves

a) Sick Leave – The amount of sick leave granted each year is provided for in the individual classification articles in this Agreement (i.e., Transportation, Article XVI; Maintenance I & II and Mechanics, Article XVII; Food Service, Article XVIII).

- 1) The employee must report the absence to the Employer as soon as possible, but at least one (1) hour prior to the shift from which the employee will be absent. Second and third shift employees shall call in at least two (2) hours before their shift begins. Failure to timely call in may result in disciplinary action.
- 2) Upon returning to work, the employee must submit a written signed request for sick leave pay.
- 3) The employer may request a certificate from a medical doctor stating the nature of the illness or injury if:
  - a) Such absence exceeds three (3) consecutive working days
  - b) There is a pattern of absenteeism
  - c) Such absence is on the employee's last scheduled working day before and/or the first scheduled working day after the employee's regular vacation or any of the holidays specified in this Agreement.
- 4) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or discharge depending upon the circumstances involved.

b) Bereavement Leave - Three (3) paid leave days shall be provided to make arrangements for or to attend the funeral of a spouse, parent, or child (including all in-laws). An additional two (2) days of sick leave may be taken for such family members. Up to five (5) days of sick leave may be taken for attending the funeral or to make arrangements for the funeral of siblings, grandchildren or grandparents, (including all in-laws). Arrangements for extended leave will be made with the Superintendent or his/her designee prior to such leave.

c) Personal Leave - Employees will be allowed two (2) days leave each year for personal business reasons. These days shall be non-cumulative from year to year and will be deducted from the paid leave days. A personal business day may be used for necessary business or activities of a personal nature that cannot be conducted at any time other than a school day employee's scheduled work time. An employee planning to use personal leave day shall notify his/her supervisor. Request for personal business days shall be made at least (2) days in advance except in cases of emergency. The employee may be asked to explain the reasons for any personal leave requested for a school day immediately before or after a holiday or vacation period and reasonable restrictions may be imposed on personal leaves on such days. Personal leave days shall be available for the practice of individual religious preferences. One additional personal day per year shall be granted for personal business reasons provided such request is due to unavoidable circumstances. Eligible employees must have accrued 50% or more of their sick day cap. Another personal day with the above parameters shall be granted to employees who have accrued 50% or more of their sick day cap and have ten (10) or more years of service.

d) Jury/Witness Service - During the period when an employee is performing required jury service

or is required to serve as a witness as a result of being served with a subpoena, the Employer will pay for the difference, if any, between the jury duty or witness service compensation and the employee's normal wage, provided that the employee gives the Employer at least 48 hours advance notice of jury duty or witness service and, thereafter, provides evidence of performance of jury duty or witness service, and of the payment received for it.

Section 2. - Unpaid Leaves - Upon written application to the Superintendent or his/her designee and subsequent approval, a non-probationary employee shall be granted a leave of absence for:

- a) Union or Public Service - Serving in an elected or appointed position for a maximum of two (2) years.
- b) Illness/Disability - Physical illness or disability verified by a physician's statement, not to exceed (1) one year. The Superintendent or his/her designee may grant an additional year.
- c) Child care – Care for a newborn or newly adopted child, not to exceed six months.
- d) Personal - Leave for good cause, but not for seeking work elsewhere, not to exceed sixty (60) days.
- e) Military - as provided by law.

Section 3. – Provisions for Unpaid Leaves

- a) Employees shall not accrue seniority while on leaves of absence of twenty-one (21) working days or more. At the completion of the leave, employees shall be returned to a position to which their adjusted seniority entitles them.
- b) Vacations and sick leave that have been earned prior to the leave will be retained. Vacation and sick leave shall not be earned during leaves of absence of 21 working days or more.
- c) Upon return from an approved leave, the employee shall be placed at the same longevity, salary step, and/or retain other benefit levels, as when the employee commenced leave unless provided otherwise by state or federal law or this Agreement.
- d) The Employer may terminate a leave of absence if substantial evidence indicates such leave is no longer applicable. The employee shall be notified by certified mail of such fact and shall report for work, or submit rebuttal evidence supporting the employee's qualifications for the unpaid leave within seven (7) working days. Should the employee fail to return to work or submit rebuttal evidence within the seven (7) working day period, the employee shall be considered to have voluntarily resigned. If the employer finds substantial evidence still exists indicating such leave is no longer applicable after reviewing the rebuttal evidence, the Employer shall proceed with the termination of the leave and require the employee to return to work within forty-eight (48) hours or be considered to have voluntarily resigned if the employee fails to report within the required time period.
- e) Upon an employee's intent to return from any leave of absence, the Employer may require a physical examination prior to allowing the employee to return to work.

## **ARTICLE XI**

### **SICK BANK**

In the event of an employee's catastrophic illness or accident and depletion of said employee's accrued sick days and their written request, the superintendent and/or designee shall meet with union officials to discuss voluntary sick day/hour donation from other employees within the same department to the absent employee. A mutually agreed upon transfer of sick days/hours, whichever is applicable, from other employees' sick banks to the employee on leave will then be implemented. Such transfer shall not occur if the absent employee is eligible for short-term disability or long-term disability compensation.

## ARTICLE XII

### FAMILY MEDICAL LEAVE ACT

Full-time employees who have worked for the District for at least twelve (12) months and for 1,250 hours over the previous twelve (12) months of employment are eligible for Family and Medical Leave. Leaves of absences under this policy shall be administered consistent with the Family Medical Leave Act of 1993, any revisions of same, and its regulations.

#### Section 1. Purpose of Leave

Up to twelve (12) weeks of leave may be granted for any of the following reasons:

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

Leaves in excess of the time periods indicated above may be granted for up to one (1) year within the sole discretion of the Superintendent and subject to conditions as established by the Superintendent.

#### Section 2. Notice, Duration and Certification

When the need for leave is foreseeable, employees are expected to provide thirty (30) days advance notice. When not foreseeable, employees are required to provide notice of the need for leave as soon as practicable. When leave is needed for planned medical treatment, employees must attempt to schedule treatment so as not to unduly disrupt the District's operations. Failure to provide appropriate notice may result in the denial of leave.

Leave for a newborn or newly placed child may be taken only within twelve (12) months from the date of birth or placement and may only be taken continuously.

When medically necessary, leave to care for a family member or for the employee's own serious health condition may be taken on an intermittent or a reduced work schedule basis. If an employee requests intermittent leave for foreseeable treatment, either for a family member or for the employee, and the employee would be on leave for more than 20% of the total number of working days during the period of planned treatment, the District may require the employee to either take leave for a period or periods of a particular duration or temporarily transfer the employee to an equivalent position that is better suited to periods of intermittent or reduced schedule leave. All time taken, whether by choice or requirement, will count toward the employee's annual entitlement for family and medical leave.

The District will require medical certification to support a request for a leave because of a serious health condition and may require second or third opinions (at the District's expense) and a fitness for duty report to return to work. The medical certification must include the first anticipated date of absence from service to the District and the expected date of return. For leaves in excess of twelve (12) weeks, the medical certification must be from an MD/DO. The medical certification to support a leave for family medical reasons must include a statement indicating that the employee's presence is necessary or would be beneficial for the care of the family member and the period of time care is needed or the employee's presence would be beneficial.

When leave is required for a serious health condition, employees will normally be given fifteen (15) calendar days to obtain the necessary medical certifications to support the leave. Employees will be required, unless the District waives the requirement, to recertify the need for the leave at least every thirty (30) days and must report in on a periodic basis no less often than every two (2) weeks with respect to their progress, the progress of their parent, spouse or child, and their anticipated date for return to work.

### Section 3. Wages and Benefits

Leave will be unpaid except as covered by any paid benefit. At the District's or the employee's option, accrued, but unused, paid vacation leave or personal days may be substituted for unpaid leave. At the employee's discretion, up to five (5) days may be withheld to be used after returning from the unpaid leave. Sick leave may be used for the employee's own serious health condition or the illness of his or her child.

For leaves of up to twelve (12) weeks under this policy, the District will maintain the employee's health coverage under the existing group health plan. Any employee contributions to the health plan must be maintained during the leave to maintain coverage. Employees who fail to return from a leave will be obligated to reimburse the District for the cost of all paid health coverage, except when the employee's failure to return is due to the continuation, recurrence, or onset of a serious health condition that would entitle the employee to medical or family leave or other circumstances beyond the employee's control.

### Section 4. Return to Work

Upon return from a leave of twelve (12) weeks or less, employees will be restored to their original or equivalent position with equivalent pay, benefits and other employment terms. The employee will not lose any employment benefit that accrued prior to the start of the leave. Every effort will be made to return employees on leaves in excess of twelve (12) weeks to the same or a comparable position.

### Section 5. Eligibility Year

For purposes of determining eligibility for a leave, the District hereby adopts a rolling twelve (12) month period whereby each time an employee takes family and medical leave, the remaining leave entitlement will be any balance of the twelve (12) weeks that has not been used during the immediately preceding twelve (12) months.

## **ARTICLE XIII**

### **EQUIPMENT, ACCIDENTS, AND REPORTS**

- a) The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. In such cases the driver is to immediately report the unsafe condition to the Director of Transportation. The director and a bus mechanic will then determine whether or not the vehicle is safe to drive. Should it be determined to be safe, the driver shall operate the vehicle or be subject to disciplinary action.
- b) Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions or danger to person or property, or in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment.
- c) Any employee involved in any accident shall immediately report said accident and any physical injury or property damage sustained. When required by his/her Employer, the employee, before starting his/her next shift, shall make out an accident report, in writing, on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.
- d) Employees shall immediately, or at the end of their shift report all defects of building or equipment on forms provided by the employer. The employee may retain a copy. The employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved in writing as being safe by the mechanical department.

Every employee shall observe all safety rules that are established as required by the Employer and shall use such safety devices or equipment as required by the Employer. Any infraction of such safety rule or failure to use such devices or equipment shall subject the employee to disciplinary action, including discharge.

## ARTICLE XIV

### GENERAL CONDITIONS

#### Section 1. - Supervisory Work

Nothing contained in this Agreement shall be construed to prohibit the Employer from using supervisory employees for bus driving, food service and/or maintenance work, provided that it does not result in a reduction of an employee's regularly scheduled work hours.

#### Section 2. – Communication

Employees shall be required to keep the Employer informed at all times as to their current address and telephone number. It is understood that any communication addressed to an employee at his or her last address on record with the Employer shall constitute notice to the employee of the contents of such communication.

#### Section 3. – Complaint Against an Employee

Complaints and/or criticisms pertaining to an employee that are to be placed in the employee's personnel file shall be brought to the employee's attention and discussed with the employee at the earliest mutually agreeable time. The employee shall have an opportunity to respond to such complaints and/or criticisms, verbally and/or in writing, and any written response shall be attached to the complaint/criticism in the personnel file.

#### Section 4. – FOIA Requests

In the event that the District receives a Freedom of Information Act (FOIA) request for the personnel file(s) of any employee(s), the administration shall notify the Union in a timely manner. Upon request and insofar as time reasonably permits, the Board's designated FOIA office shall meet with the affected employee and/or the employee's representatives to review the Board's proposed response to the request. In order to allow the employee and the Union to seek legal relief, the Board may delay granting the request to the extent permitted by law. Consideration shall be given to the employee's privacy interests and all available Freedom of Information Act exemptions to compelled disclosure and viewing of information.

This provision shall not prevent the Union from having access to any employment records related to its duties as the exclusive bargaining representative.



## **ARTICLE XV**

### **WORKER'S COMPENSATION**

To the extent an employee has accumulated sick leave, such sick leave may be used until worker's compensation payments begin. After worker's compensation payments begin, the employee shall not be allowed to use any remaining sick leave in connection with the disability.

## ARTICLE XVI

### Transportation

#### LICENSE

It shall be the responsibility of each employee to meet the qualifications for any license required for the performance of the job responsibilities. Any license required must be kept valid and up-to-date to qualify for continued employment. The cost of the license shall be the responsibility of the Employer.

#### SICK DAYS

A permanent, full-time bus driver, upon completion of one (1) or more years of continuous employment since his/her last hiring date, shall be eligible to receive ten (10) days of paid sick leave upon the first anniversary date of his/her employment and thereafter every July 1<sup>st</sup>. The District shall compute and grant a pro-rata paid leave credit for each newly hired employee on the first July 1<sup>st</sup> after their first anniversary date.

- a) Paid sick leave credits for bus drivers shall be cumulative from year to year to one hundred (100) days. This cap shall be calculated annually at the start of each school year. Said days, (c) shall be computed by dividing the accumulated hours of leave, (a) by the employee's current regularly scheduled hours per day, (b). (e.g. 366 [a] / 6 hrs per day, [b], =61 days [c]).
- b) In the event that an employee has maintained this cap for two years, the employee is guaranteed to remain at the cap regardless of the current number of daily hours worked if the annual usage of sick time is less than the annual earned sick time.
- c) The employee must report the absence to the Employer as soon as possible, but at least one (1) hour prior to the shift from which the employee will be absent. Failure to timely call in may result in disciplinary action.

#### HOLIDAYS

All bus drivers will be eligible for the following holidays: Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day and Memorial Day, provided the employee is regularly employed and shall be paid at their regular straight time rate for the normal number of hours employed.

When any of the above holidays occurs on a Saturday or a Sunday, the Friday before or the Monday after shall be considered as the holiday, whichever is more applicable.

To be eligible for holiday pay, an employee must work his/her last regularly scheduled workday before the holiday and his/her first regularly scheduled work day after the holiday, unless the employee was excused, on vacation, or on paid leave.

#### HOURS OF WORK

##### Section 1 – Regularly Scheduled Daily Routes

- a) The Employer shall establish the route(s) and the starting time. The bus driver's work day shall be determined by the route, the season of the year in which it is run, and the length of time it takes to safely make the entire route with a minimum of one (1) hour per route. No waiting time will be paid

between routes.

b) The assignment of routes shall be made on the basis of bidding by seniority at an annual meeting at least 2 weeks prior to the start of the school year. A two (2) week advance notice of the meeting shall be given to each driver. Elementary routes shall be posted for a.m. and p.m. routes as a single assignment.

c) Drivers shall maintain their maps and updated student lists. Clean up and warm-up shall be part of the normal responsibilities of each driver, including the washing of buses as required for safety when the Mechanic is unavailable to do it. In addition, drivers will be allowed fifteen (15) minutes paid time prior to their first assigned route of the day to perform bus checks.

d) A notice shall be posted by June 1 of each year requesting drivers for regularly scheduled summer routes. All drivers interested shall sign the posting and among those qualified, seniority shall be the determining factor for selection of drivers.

e) If a driver has to wait to start and/or complete their assigned route due to circumstances beyond their control, they shall be paid for this time at their regular hourly rate of pay.

f) When a regular route is cancelled due to an outside district's school closing or delay, but not including scheduled days off, the driver shall be paid at his/her regular rate of pay for hours lost and there shall be no deduction from the SLPS school closure allowance. The driver must be willing to accept other driving assignments during this time period if requested by the transportation supervisor. Failure to do so shall result in forfeiture of pay for lost hours.

g) Except in unusual circumstances, drivers are expected to report anticipated absences at least one (1) hour prior to their starting time. Failure to report may result in loss of sick pay.

h) Bus drivers advised not to report to work, **or** reporting to work and then sent home due to circumstances such as weather, fire, or other conditions beyond the control of the Employer, will be paid for the balance of that day provided the employer is not required by law to make up the days during the school year and it was not a scheduled day off for the employee. If the employer is required to make up the day, the bus drivers that worked a partial day shall be paid for the time worked in addition to the day made up.

i) Employees reporting late for work, or leaving work early, or working overtime, shall have all such hours computed for pay purposes to the nearest one-quarter (1/4) of an hour including any fraction thereof.

j) Absenteeism reported after 6 p.m. for the following day shall require priority be given to substitutes when filling open a.m. routes unless there is a cancellation of a Special Needs route(s). In the case of a cancellation of a Special Needs route(s) any driver of the canceled route(s) shall first be offered by seniority the open route. If the driver(s) of the Special Needs route declines the open route, the route shall then be filled by a substitute driver.

If no substitute driver is available, routes will be offered on the basis of highest seniority.

k) Any regular driver that trains a new driver for employment at Spring Lake Public Schools shall receive their regular drive time pay.

## Section 2. – Outside Runs

- a) Outside runs for bus drivers shall be any field trip, athletic trip, or unscheduled run other than their regular work time. To the extent possible, the Employer shall post all extra hour trips at least one (1) day in advance.
- b) Outside runs shall be assigned on a rotation basis. An up-to-date list showing the next person on the rotation shall be posted in the transportation building. Should an employee choose not to take his/her turn in the rotation he/she shall be excluded until the next rotation. An exception to this would be where an employee is absent because of vacation, sick leave, or an approved day off as provided for in this Agreement.
- c) Any outside run greater than 15 miles round trip, and two (2) hours or less in length shall be paid at the driving time rate of pay for a bus driver. (Example: Driving time of 1 hour and waiting time of ½ hour should be paid at 1 ½ hour driving time.) Waiting time involved in any outside run of more than two (2) hours shall be paid pursuant to the rate in item 2 of the Wage Schedule in this Article.
- d) A shuttle shall be paid at the actual drive time with no wait time in between except as approved by the group leaders (i.e. teacher, coach). A shuttle shall be defined as a trip within the district, school to school.
- e) All outside trip slips must be turned in to the transportation supervisor by the next business day with a copy remaining with the driver.
- f) Whenever a bus driver has been scheduled or notified to report for work outside the regular work day and is sent home due to no fault of his or her own, he/she shall receive one (1) hour of pay of his or her regularly scheduled hourly rate.
- g) Drivers interested in driving routes or outside runs during the period after the last student day of the school year and August 14<sup>th</sup> shall make their desire known in writing. Runs and routes will be awarded by seniority only to drivers that have so indicated. Any outside run between August 15 through the end of the student school year shall be awarded as per (b) above.
- h) The Employer agrees to pay an employee who is on an outside bus run which takes eight (8) hours up to nine (9) hours for the meals purchased provided the amount does not exceed ten dollars (\$10.00) for the day. For runs of nine (9) or more hours the amount shall not exceed fifteen dollars (\$15.00) for the day. Receipts must be presented to business office for payment.

## Section 3. - Distribution of Extra Hours

- a) Extra hours shall be defined as all hours above an employee's regularly scheduled hours.
- b) All extra hours must be approved by the supervisor prior to the extra hours worked.
- c) Extra hours will be performed by the employee normally assigned to the bus run involved. Whenever possible, regular drivers shall be used for extra hour driving if a person is fully qualified. Three (3) major exceptions to this provision are:
  - 1) Transportation of athletic teams or spectator buses, when it is judged by the coach and/or Employer that it is advisable to use other than an assigned driver.

- 2) Transportation of school groups when sponsors or other chaperons of the group are qualified to drive, other than band festivals.
- 3) Shuttle(s) between district schools combined with or assigned as a part of a regular route.

#### Section 4. - Overtime Premium

- a) Time and one-half (1/2) shall be paid as follows:
  - 1) For all hours worked over 8 (eight) hours per day.
  - 2) For all hours worked over 40 (forty) hours per week.
  - 3) For all hours worked on Sunday
- b) Double time plus holiday pay shall be paid for all hours worked on holidays that are defined in this Agreement.

#### Section 5 - Retired Employees

A retired employee shall be defined as a school bus driver who has retired from Spring Lake Public Schools and is drawing a MPSERS pension. A retired employee shall be considered seasonal help and he/she shall have no seniority. No bidding, bumping or outside run rights will be granted. This shall be effective with those retired employees hired between July 1, 2006 and June 30, 2009.

### INSURANCE

#### Section 1. Full Time Bus Drivers

- a) The Employer shall pay the full cost per month of MESSA Choices II with the \$5/\$10 RX for full-time employees and eligible dependents including, Delta Dental Class I, II, III 80/80/80: \$1,000; Class IV: \$1,300 and Vision Service Plan (VSP-2). Full time for insurance purposes is defined as an employee regularly working thirty-two (32) or more hours per week. If an employee so elects not to receive the health coverage, he/she shall receive a cash amount equal to the cost of the single subscriber premium pursuant to a Section 125 Cafeteria Plan.

#### Section 2. Part Time Bus Drivers

- a) Employees who work at least thirty (30) regular hours per week but less than thirty-two (32) regular hours per week shall elect annually either an employer paid \$800.00 annuity or employer contribution to the district's Flex plan. Employees shall be eligible for expense reimbursement in accordance the Flex Administrators guidelines.
- b) Employees who work at least twenty (20) regular hours per week but less than thirty (30) regular hours per week shall elect annually either an employer paid \$600.00 annuity or a \$600.00 employer contribution to the district's Flex plan. Employees shall be eligible for expense reimbursement in accordance the Flex Administrators guidelines.
- c) Employees who work at least ten (10) regular hours per week but less than twenty (20) regular hours per week shall elect annually either an employer paid \$400.00 annuity or a \$400.00

employer contribution to the district's Flex plan. Employees shall be eligible for expense reimbursement in accordance the Flex Administrators guidelines.

- d) September and October shall be the qualifying period for transportation employee benefits. Any benefits that an employee qualifies for during this period shall be in effect for one (1) calendar year with an effective date of November 1.

Section 3 Retirement Benefits

The Employer agrees to provide an employee who retires pursuant to the Michigan School Employees Retirement System with single person hospitalization insurance from the time the employee retires, provided the employee has attained the age of 59, to the time the employee becomes eligible for medicare.

**CLASSIFICATION AND RATES (per hour)**

**2009-2010**

Starting	60 Days	1 year	2 years	3 years	5 years	10 years
\$12.29	\$13.27	\$14.22	\$14.88	\$16.80	\$17.05	\$17.59

**2010-2011**

Starting	60 Days	1 year	2 years	3 years	5 years	10 years
\$12.35	\$13.34	\$14.29	\$14.95	\$16.88	\$17.14	\$17.68

Bus driver waiting time of more than two (2) hours for extra trips shall be paid at the rate of \$11.35 per hour for 2009-2010 and increase to \$11.41 for 2010-2011.

1. Regular drive wage will apply if a coach and/or supervisor of a student group requests supervision of a student(s) and verifies such request with transportation director. Benefit is not to be construed with normal interest in and supervision of equipment (bus or other vehicle) by assigned driver.

VACATION

Vacation time is to be used on non-student days only.

For the 2009-2010 school year, all drivers who have completed one (1) or more years of continuous service at the beginning of the school year shall receive three (3) days of paid vacation.

Beginning with the 2010-2011 school year, all drivers who have completed one (1) or more years of continuous service at the beginning of the school year shall receive (5) days of paid vacation.

Drivers with less than one (1) year of service at the beginning of the school year shall receive a

prorated number of vacation days on their one (1) year anniversary date and five (5) additional vacation days at the beginning of the next school year. Example: A driver with a hire date of 01/15/11 will receive 2.5 vacation days on 1/15/12 and an additional five (5) vacation days in September 2012.

## ARTICLE XVII

### Maintenance and Mechanic

#### SICK DAYS

A permanent, full-time maintenance I and II and mechanics employee, upon the completion of one (1) or more years of continuous employment since his/her last hiring date, shall be eligible to receive twelve (12) days of paid sick leave upon the first anniversary date of his/her employment and thereafter every July 1<sup>st</sup>. The District shall compute and grant a pro-rata paid leave credit for each newly hired employee on the first July 1<sup>st</sup> after their first anniversary date.

A Part-time maintenance I and II and mechanics employees upon completion of one (1) or more years of continuous employment since his/her last hiring date shall be eligible to receive ten (10) days of paid sick leave upon the first anniversary date of his/her employment and thereafter every July 1<sup>st</sup>. The District shall compute and grant a pro-rata paid leave credit for each newly hired employee on the first July 1<sup>st</sup> after their first anniversary date.

- a) Paid sick leave credits for full-time maintenance I & II, and mechanics employees shall be cumulative from year to year to one-hundred eighty (180) days.
- b) Paid sick leave credits for part-time Maintenance I & II and mechanics shall be cumulative from year to year to one hundred (100) days. This cap shall be calculated annually at the start of each school year. Said days, (c) shall be computed by dividing the accumulated hours of leave, (a) by the employee's current regularly scheduled hours per day, (b). (e.g. 366 [a] / 6 hrs per day, [b], =61 days [c]).
- c) In the event that an employee has maintained this cap for two years, the employee is guaranteed to remain at the cap regardless of the current number of daily hours worked if the annual usage of sick time is less than the annual earned sick time.

#### HOLIDAYS

All maintenance I & II, and mechanics employees will be eligible for the following holidays: The Friday before Labor Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Memorial Day, and Independence Day (2 days), provided the employee is regularly employed and shall be paid at their regular straight time rate for the normal number of hours employed.

- a) When any of the above holidays occurs on a Saturday or a Sunday, the Friday before or the Monday after shall be considered as the holiday, whichever is more applicable.
  - a. To be eligible for holiday pay, an employee must work his/her last regularly scheduled work day before the holiday and his/her first regularly scheduled work day after the holiday, unless the employee was excused, on vacation, or on paid leave.

#### VACATION



Section 1. - Full-time/Part-time Employees

a) All full-time employees covered by this Agreement within the Maintenance I & II and Mechanics classifications shall receive vacation in accordance with the following schedule, to be computed by July 1 of each year:

TOTAL YEARS OF EMPLOYMENT AS A MAINTENANCE EMPLOYEE OR MECHANIC	MAXIMUM PAID VACATION PER YEAR-		
	WEEKS	WORKING DAYS	HOURS
(1) After one (1) year --seven (7) years	Two (2)	Ten (10)	Eighty (80)
(2) Beginning year eight (8) -- year thirteen (13)	Three (3)	Fifteen (15)	One hundred twenty (120)
(3) Beginning year fourteen (14) -- year twenty-six (26)	Four (4)	Twenty (20)	One hundred sixty (160)
(4) Beginning year twenty-seven (27) & Over	Five (5)	Twenty-five (25)	Two Hundred (200)

b) Part-time employees in the Maintenance I & II, and Mechanic classifications regularly scheduled for twelve (12) months, shall be entitled to a pro-rated vacation on the above schedule, based on their actual work hours worked annually as a fraction of two thousand (2000) hours (*e.g.* an employee working one thousand (1000) hours annually would receive one-half (1/2) the vacation benefits of a full-time employee).

c) Vacation pay will be paid on the employee's regular payday as if the employee had worked during such period.

d) Termination Pay – If an employee's employment is severed, he/she shall receive any unused portion including that portion accrued in the current year along with his/her final check.

Section 2. – Vacation Periods

Paid vacations shall not be cumulative from year to year, but must be taken after the July 1 date upon which they were earned and the next succeeding July 1 date, provided, however, that there must be an interval of at least one (1) month between any year's vacation and the next year's vacation unless otherwise mutually agreed.

a) The Employer shall determine the number of employees, if any, who can be spared for vacation purposes at any one time.

b) Employees shall be required to submit a written request for vacation at least fourteen (14) calendar days in advance. If there are two (2) or more employees who request the same vacation time off and, both, or all, can not be spared at the same time, preference will be given to the employee with the greatest seniority. An employee may make a request for vacation with less than fourteen (14) days' notice. Such request may be approved based upon the needs of the operation, without preference to seniority. The Employer must answer all employees' requests for vacation leave within ten (10) calendar

days of receipt.

c) In order to receive vacation pay, an employee must take the time off, unless otherwise approved by the administration.

### HOURS OF WORK

a) Standard work hours, regardless of starting time, are eight (8) hours per day and forty (40) hours per week, Monday through Friday, unless otherwise mutually agreed, or as a newly created and posted position, with a half hour unpaid lunch period. Employees are not required to stay in the building during the unpaid lunch, provided there is always at least one (1) maintenance I & II employee remaining in the building. Work hours for each employee are set by the supervisor, and must not be changed without permission of the supervisor. Employees shall be provided at least (7) calendar days notice of a permanent shift change.

b) A maintenance I and II employee who is directed by his/her supervisor to check his/her building on days off during the heating season will be paid at the applicable time rate for each day he/she performs this assignment.

c) Full-time employees may take a work break in the first half and the second half of their regular shift. Part-time employees may take one work break during their regular shift. Work breaks will be fifteen (15) minutes each at a time scheduled by the supervisor. Full-time are employees normally scheduled six (6) hours per day; part-time less than six (6) hours per day. Employees scheduled for six (6) hours or more will have a half hour unpaid lunch period.

d) In the case of unscheduled school closures, maintenance I and II employees and mechanics not required to work will not lose time or pay because of the closing. An exception to this would be where an employee is absent because of vacation, sick leave, or an approved day off as provided for in this Agreement. If an employee is required to work during the time that school is closed, that employee will be paid time and one-half (1/2) for all hours worked. Maintenance I and II employees will always report to work unless otherwise notified by their supervisor or if reporting will jeopardize the safety of the employee.

e) When the Employer determines a need for scheduled overtime, the District shall post at all time clocks a request for volunteers to fill the necessary hours.

f) The least senior employee(s) not otherwise scheduled to work shall be assigned overtime if no other employees have signed up for overtime. All overtime shifts of 6 (six) or more hours will have a half hour unpaid lunch period.

e) Employees reporting late for work, or leaving work early, or working overtime, shall have all such hours computed for pay purposes to the nearest one-quarter (1/4) of an hour including any fraction.

h) In the case of absenteeism reported less than 48 hours in advance, the Employer shall cover such assignments with any means available.

### Section 1. - Distribution of Posted Overtime

a) Extra hours shall be defined as all hours above an employee's regularly scheduled hours. All

extra hours must be approved by the supervisor prior to the extra hours worked.

b) Extra hours for maintenance shall be assigned on a seniority rotation basis within the classification and/or building. An up-to-date list showing the next person to be assigned will be kept in each building. Should an employee choose not to take his/her turn in the rotation he/she shall be excluded until the next rotation. An exception to this would be where an employee is absent because of vacation, sick leave, or an approved day off as provided for in this Agreement.

#### Section 2. - Overtime Premium

a) Time and one-half (1/2) shall be paid as follows:

1) For all hours worked over 8 (eight) hours per day.

2) For all hours worked over 40 (forty) hours per week.

3) For all hours worked on Sunday, unless part of the employees regularly scheduled workweek.

b) Double time plus holiday pay shall be paid for all hours worked on holidays that are defined in this Agreement.

#### Section 3. - Uniform allowance

All Maintenance I and II and Mechanic personnel will have an annual allowance of two hundred fifty dollars (\$250.00) for uniforms (including shoes). Uniforms may be any color combination of red, gray, black, white or denim pants.

### INSURANCE

#### Section 1. Full Time Employees

a) The Employer shall pay the full cost of MESSA Choices II with the \$5/\$10 RX for full-time employees and eligible dependents, including Delta Dental Class I, II, III 80/80/80: \$1,000; Class IV: \$1,300 and Vision Service Plan (VSP-2).

Full time for insurance purposes is defined as an employee regularly working thirty-two (32) or more hours per week. Full time insurance benefits shall continue for employees who have full time coverage prior to July 1, 1994, provided these employees continue to work thirty (30) or more hours per week. If an employee so elects not to receive the health coverage, he/she shall receive a cash amount equal to the cost of the single subscriber premium pursuant to a Section 125 Cafeteria Plan.

The Employer shall provide full time maintenance I & II and mechanic personnel with MESSA Plan I Long Term Disability Insurance. Benefits shall begin after termination of sick leave or one-hundred eighty (180) calendar days whichever is greater. Benefits shall be paid at a rate of 66 2/3% (two-thirds) of the employee's salary (based on hourly rate).

Section 2. Part Time Maintenance I & II and Mechanic Employees

a) Employees who work at least thirty (30) regular hours per week but less than thirty-two (32) regular hours per week will be entitled to single person MESSA Choices II per Section 1(a) above with the Board paid premium as follows:

Years in the District	District Percentage paid of single person MESSA Super Care I
0-1	0
1-2	50%
2-3	60%
3-4	65%
4-5	70%
5+	80%

b) For the 2009-2010 school year if an employee so elects not to receive the above insurance coverage, he/she shall receive a cash amount equal to 50% of the District's one month premium contribution, or \$1,270.00 whatever is greater pursuant to a Section 125 Plan. Employees will be allowed to pay their share of any health insurance contribution pursuant to a Section 125 Cafeteria Plan.

For the 2010-2011 school year if an employee so elects to not receive the above insurance coverage, he/she shall receive a cash amount equal to 50% of the District's one month premium contribution, or \$1,450 whatever is greater pursuant to a Section 125 Plan. Employees will be allowed to pay their share of any health insurance contribution pursuant to a Section 125 Cafeteria Plan.

c) For the 2009-2010 school year employees who work at least twenty (20) regular hours per week but less than thirty (30) regular hours per week shall elect annually either an employer paid \$870.00 annuity or a \$870.00 employer contribution to the district's Flex plan. Employees shall be eligible for expense reimbursement in accordance the Flex Administrators guidelines.

For the 2010-2011 school year employees who work at least twenty(20) regular hours per week but less than thirty (30) regular hours per week shall elect annually either an employer paid \$1,050.00 annuity or a \$1,050.00 employer contribution to the district's Flex plan. Employees shall be eligible for expense reimbursement in accordance the Flex Administrators guidelines.

d) For the 2009-2010 school year employees who work at least ten (10) regular hours per week but less than twenty (20) regular hours per week shall elect annually either an employer paid \$6700.00 annuity or a \$670.00 employer contribution to the district's Flex plan. Employees shall be eligible for expense reimbursement in accordance the Flex Administrators guidelines.

For the 2010-2011 school year employees who work at least ten (10) regular hours per week but less than twenty (20) regular hours per week shall elect annually either an employer paid \$850.00 annuity or a \$850.00 employer contribution to the district's Flex plan. Employees shall be eligible for expense reimbursement in accordance the Flex Administrators guidelines.

Section 3 Retirement Benefits

The Employer agrees to provide an employee who retires pursuant to the Michigan School Employees Retirement System with single person hospitalization insurance from the time the employee retires, provided the employee has attained the age of 59, to the time the employee becomes eligible for medicare.

**CLASSIFICATION AND RATES (per hour)**

**09-10**

	<u>Starting</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>	<u>10 Years</u>
Bus Mechanic	\$13.45	\$14.76	\$15.06	\$15.50	\$16.80	\$18.10	\$18.67

	<u>Starting</u>	<u>6 months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>	<u>10 Years</u>
Maintenance I	\$12.29	\$12.60	\$13.56	\$14.22	\$14.88	\$15.50	\$16.62	\$17.14
Maintenance II	\$13.89	\$14.61	\$15.24	\$15.50	\$16.30	\$16.80	\$17.78	\$18.34

**10-11**

	<u>Starting</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>	<u>10 Years</u>
Bus Mechanic	\$13.52	\$14.83	\$15.14	\$15.58	\$16.88	\$18.19	\$18.76

	<u>Starting</u>	<u>6 months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>	<u>10 Years</u>
Maintenance I	\$12.35	\$12.66	\$13.63	\$14.29	\$14.95	\$15.58	\$16.70	\$17.23
Maintenance II	\$13.96	\$14.68	\$15.32	\$15.58	\$16.38	\$16.88	\$17.87	\$18.43

## ARTICLE XVIII

### Food Service

#### SICK DAYS

- a) A permanent food service employee, upon completion of one (1) or more years of continuous employment since his/her last hiring date, shall be eligible to receive ten (10) days of paid sick leave each year upon the first anniversary date of his/her employment and thereafter every July 1<sup>st</sup>. The District shall compute and grant a pro-rata paid leave credit for each newly hired employee on the first July 1<sup>st</sup> after their first anniversary date.
- b) Paid sick leave credits for food service employees shall be cumulative from year to year to one hundred (100) days. This cap shall be calculated annually at the start of each school year. Said days, (c) shall be computed by dividing the accumulated hours of leave, (a) by the employee's current regularly scheduled hours per day, (b). (e.g. 366 [a] / 6 hrs per day, [b], =61 days [c]).
- c) In the event that an employee has maintained this cap for two years, the employee is guaranteed to remain at the cap regardless of the current number of daily hours worked if the annual usage of sick time is less than the annual earned sick time.

#### HOLIDAYS

All food service employees will be eligible for the following holidays: Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day and Memorial Day, provided the employee is regularly employed and shall be paid at their regular straight time rate for the normal number of hours employed.

- a) When any of the above holidays occurs on a Saturday or a Sunday, the Friday before or the Monday after shall be considered as the holiday, whichever is more applicable.
- b) To be eligible for holiday pay, an employee must work his/her last regularly scheduled workday before the holiday and his/her first regularly scheduled work day after the holiday, unless the employee was excused, on vacation, or on paid leave.

#### HOURS OF WORK

- a) Tentative work assignments shall be given to each employee not later than seven (7) calendar day's prior the beginning of each school year.
- b) Employee's work year shall start at least one (1) workday prior to the first serving day of the student school year. Additional hours may be scheduled before the start of the employee's work year and will be based on building and classification need as determined by the district. Any additional hours will be distributed evenly among all employees in the respective building and classification where the additional hours are scheduled.
- c) The employer shall give a seven (7) calendar day notice to the union and employee if an employee's work schedule is to change permanently.

- d) All employees working over four (4) hours / day shall receive a fifteen (15) minute paid break except employees working eight (8) hours / day who will receive a thirty (30) minute paid break.
- e) During the school year on days when students are dismissed before lunch is served, (i.e. P/T conferences, teacher in-service days, etc.) employees may be offered the opportunity to work based on building and classification need as determined by the district. Any additional hours will be distributed evenly among all employees who accept the opportunity to work in the respective building and classification where the additional hours are scheduled. If no employees in the respective building and classification accept the additional work and the district still desires the work to be completed, the assignment shall be offered district wide based on seniority, qualifications and availability. The least senior employee shall be scheduled to work if no other employees sign up for the assignment.
- f) When given at least a forty-eight (48) hour advanced written notice of an employee absence, a food service employee will have the opportunity to substitute in another building if it results in a gain of hours. Employees will be provided this opportunity based on seniority and the skill level necessary to fulfill the duties of the assignment as defined by the classification requirements. Only one temporary reassignment between buildings shall occur. Any substitute hired shall fill the position with the fewest hours.
- g) Food service employees shall not be required to work on the playground.
- h) In the case of absenteeism reported less than 48 hours in advance, the Employer shall cover such assignments with any means available.
- i) When a group uses a school building's kitchen after regular school hours for food preparation, a food service employee shall be assigned to work the hours the kitchen is in use. The assignment shall be offered to employees in the respective kitchen on a rotation basis based on seniority and the skill level necessary to fulfill the duties of the assignment as defined by the classification requirements. If no food service employee in the respective building accepts the work, the assignment shall then be offered to all other employees based on the skill level required and seniority on a rotation basis. The least senior employee shall be scheduled to work if no other employees sign up for the assignment.
- j) KISS summer work will be posted as per Article VIII of this agreement. This assignment shall be compensated at the employee's step or the classification equal to the KISS summer work job requirements.
- k) Food Service employees advised not to report to work, reporting to work and then sent home due to circumstances such as weather, fire, or other conditions beyond the control of the Employer, will be paid for the balance of that day provided the employer is not required by law to make up the days during the school year and it was not a scheduled day off for the employee. If the employer is required to make up the day, the Food Service employees that worked a partial day shall be paid for the time worked in addition to the day made up.
- l) Employees reporting late for work, or leaving work early, or working overtime, shall have all such hours computed for pay purposes to the nearest one-quarter (1/4) of an hour including any fraction thereof.

#### Section 1. - Distribution of Extra Hours

Extra hours shall be defined as all hours above an employee's regularly scheduled hours. All extra hours must be approved by the supervisor prior to the extra hours being worked.

### Section 2. - Overtime Premium

- a) Time and one-half (1/2) shall be paid as follows:
  - 1) For all hours worked over 8 (eight) hours per day.
  - 2) For all hours worked over 40 (forty) hours per week.
  - 3) For all hours worked on Sunday, unless part of the employees regularly scheduled workweek.
- b) Double time plus holiday pay shall be paid for all hours worked on holidays that are defined in this Agreement.

### Section 3. - Food Service: Banquets

- a) All Food Service employees who want banquet work will be provided that opportunity. Notification of all banquet work shall be provided to the 4 work sites prior to employee assignment. Banquet work will be put up for bid by the Food Service Director based on the classification skills required and on a seniority rotation basis, with those employees who decline said work going to the bottom of the list. Employees should accept/decline banquet work within twenty-four (24) hours of notification of eligibility. Employees, if any, that have successfully held a higher classification position than their current assignment level and have not received an involuntary demotion while an employee at Spring Lake Public Schools, shall be identified at such higher level at the beginning of each school year for the purpose of banquet assignments.
- b) Banquet work shall be defined as any function where any group or individual requests the services of the Food Service Department for food preparation and/or serving of food to said group. This would require the assignment of Food Service employees beyond their normal scheduled workday. The District agrees to use Food Service employees for all banquet work.
- c) Employer shall provide equipment and clothing required to meet state regulations for health and safety standards.

## INSURANCE

### Section 1. Full Time Employees

- a) The Employer shall pay the full cost of MESSA Choices II with the \$5/\$10 RX for full-time employees and eligible dependents, including Delta Dental Class I, II, III 80/80/80: \$1,000; Class IV: \$1,300 and Vision Service Plan (VSP-2).
- b) Full time for insurance purposes is defined as an employee regularly working thirty-two (32) or more hours per week. Full time insurance benefits shall continue for employees who have full time coverage prior to July 1, 1994, provided these employees continue to work thirty (30) or more hours per week. If an employee so elects not to receive the health coverage, he/she shall receive a cash amount equal to the cost of the single subscriber premium pursuant to a Section 125 Cafeteria Plan.



Section 2. Retirement Benefits

The Employer agrees to provide an employee who retires pursuant to the Michigan School Employees Retirement System with single person hospitalization insurance from the time the employee retires, provided the employee has attained the age of 59, to the time the employee becomes eligible for medicare.

**CLASSIFICATIONS AND RATES (per hour)**

**2009-2010**

	Starting	1 year	2 years	3 years	4 years	7 years	10 years
Food Service I	\$11.53	\$11.81	\$12.11	\$12.45	\$12.84	\$3.22	\$13.60
Food Service II	\$10.40	\$10.66	\$10.91	\$11.24	\$11.78	\$12.36	\$12.73
Food Service III	\$9.78	\$10.02	\$10.27	\$10.56	\$10.88	\$11.21	\$11.53
Food Service IV	\$9.04	\$9.24	\$9.45	\$9.72	\$9.90	\$10.26	\$10.39

**2010-2011**

	Starting	1 year	2 years	3 years	4 years	7 years	10 years
Food Service I	\$11.70	\$11.99	\$12.29	\$12.64	\$13.03	\$13.41	\$13.81
Food Service II	\$10.56	\$10.82	\$11.07	\$11.40	\$11.96	\$12.55	\$12.92
Food Service III	\$9.93	\$10.17	\$10.43	\$10.71	\$11.04	\$11.37	\$11.70
Food Service IV	\$9.18	\$9.38	\$9.59	\$9.87	\$10.04	\$10.42	\$10.55

## **ARTICLE XIX**

### **SEPARABILITY AND SAVINGS CLAUSE**

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

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this contract to be contrary.

## **ARTICLE XX**

### **ENTIRE AGREEMENT CLAUSE**

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

**ARTICLE XXI**

DURATION OF AGREEMENT

This Agreement represents the entire Agreement between the Board and the Union and supersedes all prior Agreements between the parties and shall become of full force and effect until midnight, June 30, 2011. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this \_\_\_\_\_ day of January 2010.

**SPRING LAKE EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION, MEA-NEA**

**SPRING LAKE BOARD OF EDUCATION**

\_\_\_\_\_  
Transportation Representative

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Maintenance/Mechanic Rep.

Dated: \_\_\_\_\_, 201\_

\_\_\_\_\_  
Food Service Representative

\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
President

Dated: \_\_\_\_\_, 201\_

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Superintendent of Schools

Dated: \_\_\_\_\_, 201\_

**Appendix A**

**Spring Lake Public Schools  
Discipline Report**

Employee Name: \_\_\_\_\_

Action Taken:

Verbal Warning: \_\_\_\_\_

1<sup>st</sup> Written Warning: \_\_\_\_\_

2<sup>nd</sup> Written Warning: \_\_\_\_\_

\_\_\_ Day Suspension: \_\_\_\_\_

Termination: \_\_\_\_\_

Other: \_\_\_\_\_

Incident: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employee Signature & Date

\_\_\_\_\_  
Department Supervisor Signature & Date

\_\_\_\_\_  
Director of Business Signature & Date

\_\_\_\_\_  
Director of Operations Signature & Date

\_\_\_\_\_  
Union Representative Signature & Date

## APPENDIX B

LETTER OF AGREEMENT  
Between the  
SPRING LAKE BOARD OF EDUCATION  
And the  
SPRING LAKE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

RE: Carol Bailey

The Spring Lake Board of Education and the Spring Lake Educational Support Personnel Association do hereby agree to the following salary and benefits for Carol Bailey:

### Vacation

Carol will receive vacation with pay at the rate of ten (10) working days per year to be taken during the period when school is not in regular session. Vacation pay will be paid on her regular payday as if she had worked during such period.

Said vacations shall not be cumulative from year to year, but must be taken after the July 1 date upon which they were earned and the next succeeding July 1 date, provided, however, that there must be an interval of at least one (1) month between any year's vacation and the next year's vacation unless otherwise mutually agreed.

Carol shall be required to submit a written request for vacation at least fourteen (14) calendar days in advance. The Employer must answer such request for vacation within ten (10) calendar days of receipt. A request for vacation with less than 14 days notice may be approved based upon needs of the operation. In order to receive vacation pay, the time must be taken off unless otherwise approved by the administration.

If Carol's employment is severed, she shall receive any unused portion of vacation, including that portion accrued in the current year along with her final check.

### Insurance

Carol shall be entitled to MESSA Choices II health insurance for herself and eligible dependents fully paid by the employer or cash equal to single subscriber coverage pursuant to a Section 125 Plan, as well as Delta Dental Class I, II, III 80/80/80: \$1,000; Class IV: \$1,300, and Vision Service Plan VSP-2 as long as her regularly scheduled hours are thirty (30) hours or more per week.

In the event Carol's hours are reduced to no less than twenty (20) regular hours per week, and are less than thirty (30) she will be entitled to single person health as per the paragraph above or MESSA options in an amount up to single subscriber coverage or full family coverage for Delta Dental Class I, II, III 80/80/80: \$1,000; Class IV: \$1,300, and Vision Service Plan VSP-2.

### Salary

For the 2009-2010 school year Carol shall receive no salary increase. For the 2010-2011 school year Carol shall receive ½% salary increase.

SPRING LAKE EDUCATIONAL  
SUPPORT PERSONNEL ASSOCIATION

SPRING LAKE PUBLIC SCHOOLS  
BOARD OF EDUCATION

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

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

**APPENDIX C**

LETTER OF AGREEMENT  
Between the  
SPRING LAKE BOARD OF EDUCATION

And the  
SPRING LAKE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

RE: Cindy Brondyke and Linda Start

The Spring Lake Board of Education and the Spring Lake Educational Support Personnel Association do hereby agree to the following salary and benefits for Cindy Brondyke and Linda Start:

Insurance

Cindy and Linda shall be entitled to MESSA Choices II health insurance for herself and eligible dependents fully paid by the employer or cash equal to single subscriber coverage pursuant to a Section 125 Plan, as well as Delta Dental Class I, II, III 80/80/80: \$1,000; Class IV: \$1,300, and Vision Service Plan VSP-2 as long as her regularly scheduled hours are thirty (30) hours or more per week.

Salary

For the 2009-2010 school year Cindy and Linda shall receive no salary increase. For the 2010-2011 school year Cindy and Linda shall receive ½% salary increase.

SPRING LAKE EDUCATIONAL  
SUPPORT PERSONNEL ASSOCIATION

SPRING LAKE PUBLIC SCHOOLS  
BOARD OF EDUCATION

\_\_\_\_\_

\_\_\_\_\_

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

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