

**AGREEMENT**

Between

THE BOARD OF EDUCATION

of the

**CEDAR SPRINGS PUBLIC SCHOOLS**

and the

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 547, A,B,C,E,G,H -AFL-CIO**

Effective Date: September 1, 2009

Cedar Springs Public Schools  
Cedar Springs, MI 49319

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## A G R E E M E N T

THIS AGREEMENT made and entered into this first day of September, 2009, by and between CEDAR SPRINGS PUBLIC SCHOOLS, hereinafter referred to as the "Employer," and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 547, A,B,C,E,G,H - AFL-CIO, hereinafter referred to as the "Union."

### ARTICLE I RECOGNITION

#### **A. Collective Bargaining Unit.**

The Employer hereby agrees for the term of this Agreement to recognize the Union as the exclusive representative for the purposes of collective bargaining in respect to wages, hours of employment and other conditions of employment for all of the employees of the Employer included in the bargaining unit described below:

All full time and regular part-time custodial/maintenance employees, mechanics, food service employees, clerical employees, educational assistants, and transportation employees of Cedar Springs Public Schools; but excluding all professional employees, teachers, supervisors, district office employees (secretaries and bookkeepers), crossing guards, students, irregular employees, confidential employees and all other employees.

In addition, during the term of this Agreement the Employer agrees not to negotiate with any other labor organization regarding the terms and conditions of employment of these employees unless the other labor organization has been certified by the Michigan Employment Relations Commission as the exclusive bargaining representative of some or all of the employees in this collective bargaining unit.

#### **B. Definition of Employee Status.**

For purposes of the recognition granted the Union and for purposes of this Agreement unless otherwise expressed to the contrary herein, the following definitions shall be applicable:

##### **1. Full Time Employee:**

- a. **Full Time Calendar Year Employee.** A full time calendar year employee is an employee who is working at least thirty-two (32) hours per week on a regular schedule in a position classified by the Employer as permanent, which position is normally scheduled to work twelve (12) months a year.
- b. **Full Time School Year Employee.** A full time school year employee is an employee who is working at least thirty-two (32) hours per week on a



regular schedule in a position classified by the Employer as permanent, which position is normally scheduled to work the school year as set by the school calendar.

2. Regular Part-time Employee:

- a. **Regular Part-Time Calendar Year Employee.** A regular part-time calendar year employee is an employee who is working less than thirty-two (32) but at least ten (10) hours per week on a regular schedule in a position classified by the Employer as permanent, which position is normally scheduled to work twelve (12) months a year.
- b. **Regular Part-Time School Year Employee.** A regular part-time school year employee is an employee who is working less than thirty-two (32) but at least ten (10) hours per week on a regular schedule in a position classified by the Employer as permanent, which position is normally scheduled to work the school year as set by the school calendar.

3. Irregular Employee:

An irregular employee is an individual not included within the above definitions who is working on any other basis, including temporary, casual, substitute or seasonal.

In the event that an employee's status is to be changed, the Employer will provide the Union with a summary of the reasons for the change in status prior to the effective date of the change in status.

**C. Irregular Employees and Volunteers.**

The Employer reserves the right to hire and utilize irregular employees and volunteers from time to time. These employees and volunteers are not within the recognition granted the Union and are not covered by the terms of this Agreement. The performance of work for the Employer by such individuals shall be permitted and not constitute a violation of this Agreement even if they are performing work that is normally performed by members of this bargaining unit provided that irregular employees shall not be utilized so as to cause a current employee within the bargaining unit to be laid off or lose time from their regularly scheduled hours.

**D. Department Definition.**

For purposes of this Agreement, a department shall be considered to be comprised of the job classifications in the following categories of employment:

<u>Department</u>	<u>Job Classifications</u>
1. Custodial/Maintenance/Mechanics	Head Custodian, Custodian, Custodial Ass't, Maintenance 1, Maintenance 2, Chief Mechanic, Mechanic
2. Food Service	Delivery, Food Service Assistant, Cook, Work Leader
3. Clerical	Secretary, Office Assistant, Registrar, Administrative Assistant
4. Transportation	Transp Ass't, Dispatcher, Bus Driver
5. Educational Assistants	Special Ed Ass't, Program Ass't, Security Ass't, Media Specialist, Reading ("Gators") Specialist, SRC Coordinator

## **ARTICLE II** **REPRESENTATION**

### **A. Collective Bargaining Committee.**

The Employer agrees to recognize a Collective Bargaining Committee comprised of employees selected or elected by the Union from employees covered by this Agreement who have seniority. Members of the Collective Bargaining Committee shall act on behalf of the employees covered by this Agreement for the purpose of collective bargaining negotiations with the Employer. Non-employee representatives of the Union may also be present during collective bargaining negotiations.

### **B. Stewards.**

The Employer agrees to recognize Stewards who shall be selected or elected by the Union from employees covered by this Agreement who have seniority. It shall be the function of the Stewards to act on behalf of the Union for the purpose of processing grievances in accordance with the Grievance Procedure established in this Agreement.

### **C. Alternate Stewards and Collective Bargaining Committee Members.**

Alternate Stewards and members of the Collective Bargaining Committee may be selected or elected by the Union from employees covered by this Agreement who have seniority. Alternate Stewards and members of the Collective Bargaining Committee shall serve temporarily in the absence of the regular selected or elected Steward and members of the Collective Bargaining Committee and such alternates shall have the same rights, duties, limitations and obligations as the regular selected or elected Stewards and members of the Collective Bargaining Committee during the period of replacement.

**D. Identification of Union Representatives.**

The Employer shall be informed in writing of the names of the Stewards and members of the Collective Bargaining Committee, alternate Stewards and members of the Collective Bargaining Committee, and non-employee representatives of the Union, and any changes therein, immediately upon their selection or election. The Employer will extend recognition to such individuals immediately upon receipt of this notice.

**E. Special Conferences.**

Special conferences for important matters of mutual concern may be arranged by mutual agreement of the parties. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. The parties reserve the right to name their own representatives at such conferences. If practicable, such conferences shall be scheduled within ten (10) days following the request for a conference. It is expressly understood that the purpose of such conferences shall not be to negotiate, modify, or otherwise change the terms of this Agreement, nor shall special conferences be used as a substitute for the grievance procedure.

**F. Bargaining and Special Conference Time.**

Employee participation as Bargaining Committee members or in Special Conferences is a voluntary activity engaged in on behalf of the Union and the employees which it represents. Employees may be released from work to engage in collective bargaining negotiations and special conferences, provided that the Employer determines that such release will not interfere with the orderly and efficient operation of the District. Members of the Bargaining Committee shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours in order to participate in collective bargaining negotiations or special conferences; provided, however, that collective bargaining sessions and special conferences will normally not be scheduled during working hours. Preparation for negotiations and special conferences and meetings with other bargaining unit members shall be conducted outside of working hours.

**G. Union Business.**

Other than during scheduled break and lunch periods or with the prior permission of the Employer, the Union and its representatives may not transact Union business on school property during the duty day. The Union agrees that such visits shall not interfere with the operations of the Employer and the work being performed by the employees.

**H. Use of Employer Facilities and Equipment.**

The Union shall have the right with prior approval after submitting the appropriate building use forms to use Employer premises for meetings in accordance with the Employer's normal scheduling practices. The Union shall also have the right to use Employer equipment such as typewriters, computers, printers, fax machines, duplicating machines, copying machines and audio visual items at reasonable times when the equipment is not otherwise in use. The Union shall pay for any extra maintenance or

custodial cost incurred in the use of the Employer's premises for meetings and the reasonable cost of all materials and supplies incidental to equipment use. Xerox copies may be charged at \$.10 per page. Union representatives shall be permitted to use school telephones but all long distance calls shall be recorded and the Employer reimbursed on a monthly basis.

**I. Union Communication.**

The Union shall have the right to distribute Union material to employees during non-working time, i.e., before and after work time and during break periods as long as the distribution does not interfere with the operations of the Employer and the work being performed by the employees. This includes the right to utilize current mail boxes, email, the intra-school mail and bulletin boards to post notices of Union business in each of the buildings such as notices of Union meetings, elections and results of elections, Union social events, Union appointments and other non-political information that may be of interest to bargaining unit members. Copies of all materials for posting on bulletin boards shall be provided to the building administrator or supervisor prior to being posted.

**J. Union Information Requests.**

Upon reasonable written request, the Employer shall make available to the Union information necessary to assist it in the processing of grievances, administration of the Agreement and the negotiation of successors to this Agreement

**K. Released Time for Meetings.**

In the event that the Union schedules a general membership meeting at a time that second (2nd) shift employees are working and provides the Employer with at least five (5) days' advance notice of the meeting, the Employer agrees to allow those employees release time to attend the meeting. The release time shall be without pay, but the Employer will endeavor to reschedule their work hours on that day so that they will not suffer a loss in pay.

**ARTICLE III  
UNION SECURITY**

**A. Union Service Fee.**

All employees included in the collective bargaining unit set forth in Article I.A. shall, as a condition of employment, join the Union or pay to the Union a service fee pursuant to the Union's "Policy Regarding Objections to Political Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. This obligation commences thirty (30) days after the execution of this Agreement, or the completion of an employee's first thirty (30) days of employment, whichever is later. The service fee shall not exceed the amount of yearly dues collected from Union members.

**B. Determination of Service Fee.**

The Union shall advise all employees and the Employer in writing of the amount of its dues and any changes thereto. 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 relating to the payment or non-payment of the service fee by non-members shall be activated thirty (30) days following the Union's notification to non-members of the fee for that given school year. In such event, it is understood that the employee remains obligated for the entire yearly service fee.

**C. Policy Regarding Objections to Expenditures.**

The Union's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to employees who are not members of the Union.

The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of that policy shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

**D. Failure to Pay Service Fee.**

In the event that an employee fails to pay a required service fee directly to the Union, or to authorize payment of the service fee through payroll deduction, the Union may request the imposition of a mandatory deduction of the service fee pursuant to MCLA 408.477; MSA 17.277(7).

In order to invoke such a mandatory deduction, the Union shall notify the employee of noncompliance by certified mail, return receipt requested, a copy of which shall be provided to the Employer.

The notice shall detail the facts of the non-compliance, provide the employee with ten (10) working days for compliance, and inform the employee that a request for a wage deduction may be filed with the Employer in the event compliance is not effected. If the employee fails to remit the service fee or authorize a deduction for the service fee, the Union may file a written request to the Employer to make the deduction, a copy of which shall be provided to the employee.

Upon receipt of the request for an involuntary deduction, the Employer shall provide the employee with an opportunity for a due process hearing within the next ten (10) working days limited to the question of whether or not the employee has remitted the service fee to the Union or authorized payroll deduction for the service fee.

The Employer agrees to impose a mandatory deduction for the service fee if it determines that the employee has not paid a required service fee in an amount established by the Union. All dues and fees so deducted shall be promptly remitted to the Union at an address authorized for this purpose within thirty (30) days following the deduction.

**E. Checkoff.**

During the term of this Agreement, the Employer agrees to deduct service fees and Union membership dues, assessments and contributions from each employee covered by this Agreement who voluntarily executes and files with the Employer a proper checkoff authorization in a form which shall be supplied by the Union.

The Employer shall provide the Union with copies of the executed checkoff authorization. Any written authorization which lacks the employee's signature will be returned to the Union.

An employee may pay their service fee directly to the Union or may authorize payment through this payroll deduction program.

A list of authorizations received shall be transmitted to the Union.

All authorizations filed with the Employer shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These authorizations shall continue in effect from year-to-year unless revoked according to the procedures outlined in the Union's Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10th) of such dues, assessments and contributions from the first check of the employee each month for ten (10) months, beginning in September and ending in June of each year.

If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings.

All dues and fees so deducted shall be promptly remitted to the Union at an address authorized for this purpose.

If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.

**F. Other Authorized Deductions.**

The Employer agrees to allow the use of the payroll deduction process for voluntary Union PAC contributions, annuities, credit unions or other plans or programs jointly approved by the Employer and the Union.

**G. Indemnification.**

The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability including, but not limited to, wages, damages, awards, fines, court costs, and attorney fees that arise out of or by reason of action taken by the Employer pursuant to Article III. A., B., C., D., E., and/or F.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with these Sections, the Employer agrees:

1. To give timely notice of such action to the Union and to permit the Union to intervene as a party if it so desires; and
2. To give 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.

As long as there is no conflict between the positions of the Employer and the Union, the Employer agrees to allow the Union to defend it in the action at the Union's own expense and through counsel of the Union's choice.

**ARTICLE IV**  
**MANAGEMENT RIGHTS**

**A. Management Rights.**

The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States.

All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board.

Any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provision of this Agreement and under Act 379 of the Michigan Public Acts of 1965, as amended. The rights reserved exclusively herein by the District shall include the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working force and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay-off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions as they pertain to the job.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or sub-divisions thereof and the relocation or closing of offices, departments, divisions or sub-divisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

All such retained rights shall be exercised exclusively by the District without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action and the District's judgment in these areas shall not be subject to challenge; provided, however, these rights shall not be exercised in violation of any specific provision of this Agreement.



**B. Rules and Regulations.**

The Employer has the right to establish rules and regulations not inconsistent with the provisions of this Agreement.

All new or revised rules and regulations shall be made available to the Union for inspection and review if such rules and regulations concern working conditions. If the Union believes that any -rule or regulation that concerns working conditions is inconsistent with the terms of this Agreement, a grievance may be filed after the establishment or revision of such rule or regulation and thereafter considered in accordance with the grievance procedure.

Any rule or regulation, or any revision of a rule or regulation that the Union does not grieve will be conclusively presumed not to be inconsistent with or in violation of any section of this Agreement.

**C. Job Descriptions.**

The Employer maintains written job descriptions for all classifications covered by this Agreement.

These job descriptions contain a summary of duties to be performed and the qualifications for the position. Employees will have the duties required of their particular job classification explained to them by their immediate supervisor upon initial employment or assignment to a new classification, and will also be provided with a copy of the job description for their particular job classification.

The Employer will provide employees with revised job descriptions when there has been a significant change in the duties required of a particular classification. Copies of all job descriptions will also be provided to the Union.

Employees within a job classification that undergoes a significant change in duties will be given training to allow them the opportunity to perform the new duties.

**ARTICLE V**  
**EMPLOYEE RIGHTS**

**A. Discipline.**

No employee who has fulfilled his/her probationary period shall be disciplined or deprived of any benefit included in this agreement without just cause.

For purposes of this Agreement, discipline shall include all actions of the Employer that can adversely affect an employee's employment, such as reprimands, suspension with or without pay, or discharge. Discipline shall not normally be administered for off-duty

actions unless the action relates to or affects the performance by the employee of his/her assigned duties.

The Employer agrees with the concept of progressive discipline and will endeavor to follow the normal progression of verbal warning, written reprimand, suspension with or without pay, and finally dismissal; provided, however, that the Employer reserves the right to impose disciplinary action, up to and including discharge where there have been violations of the law or serious violations of the rules and regulations of the District.

When imposing discipline on a current charge, the Employer will not take into account any reprimands which occurred more than three (3) years previously, provided there has been no repeat of the same or similar conduct during the past three (3) year period.

**B. Discipline Procedures.**

The Employer agrees to provide the employee with written notification of the specific reasons for any discipline that is to be made a part of the employee's personnel file.

In instances where the Employer desires to conduct an investigatory interview with an employee, the employee shall be entitled upon request to have a Union representative present at the interview.

The Employer shall allow a Union representative to be present during the administration of discipline upon the request of the employee, but shall not be required to withhold the administration of the discipline more than twenty-four (24) hours in instances where a Union representative is not readily available; provided, however, the Employer shall not be prevented from administering immediate suspension or discharge by the unavailability of a Union representative in appropriate circumstances.

**C. Notice of Discipline.**

The Union shall receive written notice of the suspension or termination of any employee within five (5) days of the issuance of that discipline unless the employee requests that the matter be kept confidential.

The time line for instituting a grievance over the action in instances where the Union is required to be notified shall not begin until such notice is received.

**D. Employee Religious and Political Rights.**

Employees are entitled to engage in religious or political activities off the school premises and on their own time. Employees will not be disciplined or discriminated with respect to their employment or provisions of this agreement for engaging in such activities.

**E. Employee Evaluations.**

All employees will receive annual evaluations from their building administrator or supervisor by July 1 for calendar year employees and by the last day of the school year for school year employees. If there are any significant problems during the school year, a special evaluation will be completed when the problem becomes evident

A copy of the completed evaluation will be provided to the employee, who will be required to sign the evaluation to indicate that s/he has seen it. An employee's signature does not mean the employee agrees with the content of the evaluation.

An employee may make written comments to his/her evaluation, which statements will be attached to the evaluation and placed in the employee's personnel file.

**F. Assaults.**

Employees who are assaulted while in the performance of their assigned duties shall promptly report the assault to the Employer.

The Employer will assist the employee to obtain an investigation of the matter by law enforcement authorities. Any civil suits shall be pursued solely by the employee in his/her individual capacity without the assistance of the Employer.

**G. Personnel File.**

The Employer shall maintain a personnel file for each employee in the District office.

Any complaint which is directed toward an employee shall be called to the employee's attention if considered serious enough by the appropriate administrator to add to the employee's personnel file. Employees will be required to sign any material of a disciplinary nature or involving complaints against the employee that are to be placed in their personnel file; provided, however, that the refusal of an employee to sign any material shall not prevent its inclusion in the personnel file.

An employee's signature on disciplinary material or complaints shall not be interpreted as agreement with the disciplinary action or the complaint. A statement to this effect shall precede the employee's signature.

Employees shall have the right to review the contents of their personnel file upon request. This review will take place at a time mutually agreeable to the employee and the Employer, and will be conducted in the presence of an administrator or designated representative. A representative of the Union may, at the employee's request, accompany the employee in such review.

In the event there is disagreement over the content of any material in an employee's personnel file, the employee may submit a written statement for inclusion in his/her personnel file to explain his/her position concerning material in dispute.

In addition, an employee who believes that material placed in his/her file is inappropriate or in error may seek to have the material changed and/or removed from the personnel file through the grievance procedure, but such disputes are not subject to arbitration.

**H. No Discrimination.**

The conditions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, residence, qualifying handicap(s) as defined under current law(s) or marital status of any employee.

**ARTICLE VI**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**A. Definition of Grievance.**

For purposes of this Agreement, a grievance shall be defined as a complaint arising during the term of this Agreement filed by an employee covered by this Agreement or the Union concerning the application and interpretation of a specific provision or provisions of this Agreement as written.

**B. Grievance Procedure.**

All grievances shall be handled in the following manner:

Step 1.       **Oral Procedure.** An employee with a complaint shall discuss the matter with his/her immediate supervisor, or designated representative, within seven (7) working days from the time of the occurrence of the events giving rise to the complaint or within seven (7) working days from the time the employee involved first knew or could have known of the facts giving rise to the complaint.

A Union Grievance Representative may be present at this meeting, if requested by the employee. A request for a Union Grievance Representative to participate in the discussion of a grievance shall be made by the employee to the immediate supervisor, or designated representative, who shall make proper arrangements as soon as possible.

The immediate supervisor, or designated representative, will endeavor to give an oral answer to the complaint within five (5) working days of the discussion with the employee concerned. Every effort shall be made to settle the complaint in this manner.

Step 2.       **Written Procedure.** If the complaint is not satisfactorily settled in Step 1, the complaint shall be reduced to a written grievance within five (5)

working days from the time of the immediate supervisor's answer at Step 1.

The grievance shall be signed and dated by the employee or a Union Grievance Representative, and shall indicate the Section or Sections of this Agreement in dispute, the facts giving rise to the complaint and the relief sought.

The grievance form found in Appendix D or another mutually agreeable form shall be used in compliance with the requirements herein. The preparation of a written grievance shall not occur during working time.

The grievance shall be submitted to the employee's immediate supervisor or designated representative. The immediate supervisor, or designated representative, the employee involved, and a Union Grievance Representative if requested by the employee, may discuss the grievance.

The immediate supervisor, or designated representative, shall place a written disposition upon the grievance within five (5) working days following the date the grievance was submitted at this step and return it to the employee. A copy of the written disposition shall also be provided to the Union.

Step 3. **Superintendent.** If the complaint is not satisfactorily settled in Step 2, the grievance may be submitted to the Superintendent within five (5) working days from the time of receipt of the immediate supervisor's written disposition in Step 2.

The Superintendent, or designated representative, the employee involved, and a Union Grievance Representative shall meet to discuss the grievance. The Superintendent, or designated representative, shall place a written disposition upon the grievance within ten (10) working days following the date the grievance was submitted at this step, and return it to the employee.

A copy of the written disposition shall also be provided to the Union.

Step 4. **Board of Education.** If a grievance is not satisfactorily settled in Step 3, the Union may submit the grievance to the Board of Education by delivering to the Employer through the Superintendent's office a written request to review the grievance within ten (10) working days following receipt of the Superintendent's written disposition of the grievance.

The Board, or designated representative, the employee involved and a Union Grievance Representative may meet to discuss the grievance. The Board, or designated representative, shall place a written disposition on the grievance within twenty (20) working days following the date the grievance was submitted at this step, and return it to the Union.

**C. Non-Employee Representatives.**

Non-employee representatives of either the Employer or the Union may be present at any step in the grievance procedure except Step 1.

**D. Arbitration.**

In the event the grievance is not satisfactorily settled in Step 4, the Union may within twenty (20) working days following the receipt of the Board's written disposition give written notice to the Employer of its intent to seek arbitration. The Union and Employer shall have a period of ten (10) working days during which they attempt to agree on an arbitrator. If after ten (10) working days no agreement on an arbitrator has been reached, the Union shall within ten (10) working days file an Arbitration Request Form with the American Arbitration Association and deliver a copy of this Form to the Employer through the Superintendent's Office.

If the Board fails to answer a grievance within the time limits set forth in Step 4 of the grievance procedure, the Union may request arbitration by filing the Arbitration Request Form with the American Arbitration Association and delivering a copy of this Form to the Employer through the Superintendent's Office not later than twenty (20) working days following the date the Board's written Step 4 disposition was due.

The grievance may thereafter be submitted to arbitration. If the Union does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition.

**E. Selection of Arbitrator.**

If the parties are unable to mutually agree on an arbitrator, the arbitrator shall be selected according to the rules of the American Arbitration Association, which shall likewise govern the arbitration proceeding.

**F. Arbitrator's Powers and Jurisdiction.**

The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written.

The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter, or modify this Agreement either directly or indirectly, to rule on the discipline, layoff, recall or termination of any probationary employee, to rule on any matter reserved to the Employer, or to rule upon any grievances considered settled. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided or the parties consent, and the Employer may require a bifurcated hearing in any proceeding in which the arbitrability of the grievance is at issue.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for

personal services that the employee may have received from within the school district during the period in question.

**G. Arbitrator's Decision.**

The arbitrator's decision shall be final and binding upon the Union, the Employer and employees in the bargaining unit, provided, however, that each party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

**H. Arbitration Costs.**

The fees and expenses of the arbitrator shall be shared equally by the Employer and by the Union. All hearing location costs shall be paid by the party requesting that the arbitration be held at a location other than available rooms at the Employer's premises. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel.

**I. Time Limits.**

The time limits established in the grievance procedure shall be followed by the parties hereto unless the parties mutually agree in writing to extend or modify them.

If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition.

Grievances which are considered settled shall not be arbitrable and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances.

If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the grievance procedure may only be extended by mutual written agreement and the period of extension must be specified in the agreement.

**J. Time Computation.**

A working day under the time procedures established in the grievance and arbitration procedures shall mean calendar days excluding Saturdays, Sundays, and other days that school is not in session even if a particular employee does not actually work on that day; provided, however, that weekdays during the scheduled summer vacation periods shall be considered working days.

**K. Pay for Processing Grievances.**

Grievance discussions and meetings will normally not be scheduled during working hours.

In the event that the Employer requests to have a grievance meeting during working hours, the grievance representative and employees necessary for the resolution of the grievance shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours required to participate in the grievance meeting.

**L. Discharge or Suspension Grievances.**

All grievances concerning discharge or suspension shall be initiated at Step 3 of the grievance procedure.

A written grievance signed by the discharged or suspended employee shall be filed within five (5) working days of the employee's discharge or suspension in order to invoke the grievance procedure in such situations.

**M. Arbitration After Termination of Agreement.**

Notwithstanding any other provision of this Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement; provided, however, that the Employer shall continue to be obligated to arbitrate grievances arising during the term of this Agreement for which a timely grievance has been filed prior to the expiration of this Agreement.

**ARTICLE VII  
SENIORITY**

**A. Definition of Seniority.**

District seniority shall be defined as the length of an employee's continuous service with the Employer since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which the employee commenced work as a regular employee with the Employer.

Classification seniority shall be defined as the length of an employee's continuous service within a job classification covered by this Agreement. District seniority and classification seniority shall commence only after the employee completes the probationary period hereinafter provided.

Employees who commence work on the same date shall be placed on the seniority list in order of preference determined by drawing of lots. This drawing of lots shall be conducted by the Superintendent, or designated representative, in the presence of the Union and the individuals concerned.

The application of District seniority and classification seniority shall be limited to the preferences and benefits specifically recited in this Agreement.



**B. Probationary Period.**

All new employees shall be considered to be on probation and shall have no seniority for their first ninety (90) working days, after which time the employees' District and classification seniority shall be retroactive to their last date of hire. At the end of the probationary period, the employee will be moved to Step 1 of the salary schedule.

Employees who have not completed their probationary period may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure.

The Union shall represent probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement.

There shall be no District or classification seniority among probationary employees until completion of the probationary period.

A letter indicating successful completion of the probationary period will be sent by the supervisor to the employee, the Union, and the district office.

**C. Seniority List.**

The Employer shall keep a current seniority list showing each employee's District seniority date, classification seniority date and classification.

A copy of the seniority list shall be provided to the Union by or before the first Friday in October of each year. The seniority list as provided to the Union shall be conclusively presumed accurate and the Employer shall be entitled to rely thereon unless any alleged error in the list is timely grieved in accordance with the Grievance Procedure.

**D. Loss of Seniority.**

An employee's District seniority, classification seniority and the employment relationship with the Employer shall terminate for any of the following reasons:

1. If the employee quits or retires.
2. If the employee is terminated or discharged and the termination or discharge is not reversed.
3. If the employee is absent from work for three (3) consecutive working days without notifying the Employer. Exceptions due to extenuating circumstances may be made by the Superintendent, or designated representative.
4. If the employee fails to report for work on the required date for return from an approved leave of absence or disciplinary suspension. Exceptions due to extenuating circumstances maybe made by the Superintendent, or designated representative.

5. If the employee is on layoff status for a period of thirty-six (36) consecutive months or the length of the employee's seniority, whichever is lesser.
6. If the employee fails to return to work on the required date following recall to work from layoff in accordance with the procedures established in this Agreement. Exceptions due to extenuating circumstances may be made by the Superintendent, or designated representative.
7. If the employee is convicted of any felony, or a misdemeanor involving child abuse.
8. If an employee whose job function requires possession of a license or certificate fails to obtain or loses that license or certificate or is no longer insurable under the Employer's liability policy.

**E. Seniority While on Leave of Absence.**

Employees on Employer approved leaves of absence shall continue to accrue District seniority and classification seniority during the period of their leave of absence.

**F. Transfer to Non-Bargaining Unit Position.**

An employee who is transferred to a position within the District not covered by this Agreement shall retain all accumulated District and classification seniority, but shall not accrue further District or classification seniority for a period up to one (1) year, at which time the employee must return to the bargaining unit or lose his/her seniority.

Employees transferred to such a non-unit position shall be required to serve a new job probationary period of ninety (90) working days in the new position to prove that they have the skill and ability to perform all the requirements of the position.

If the employee fails to meet all the requirements of the position to the satisfaction of the Employer, the employee will be transferred back to the employee's prior classification; provided, however, that the Employer reserves the right in its sole discretion to disqualify an employee and return the employee to the employee's prior classification at any time during the new job probationary period. An employee will also be returned to his/her former classification during this probationary period upon the employee's request.

After completion of the new job probationary period, an employee who is returned to the bargaining unit by the Employer after having been transferred to a non-bargaining unit position may be placed in any current vacancy within the classification that the employee was assigned to prior to the transfer to the non-bargaining unit position, or in a vacancy in another classification that does not obstruct the job bidding rights of other employees.

**ARTICLE VIII**  
**LAYOFF AND RECALL**

**A. Indefinite Layoff.**

A layoff shall be a reduction in the work force. When it is determined by the Employer that the work force is to be reduced, the Employer shall lay off employees in the following order:

1. The first employee or employees to be laid off shall be irregular employees (if any) in the particular job classifications affected by the layoff.
2. The next employee or employees to be laid off shall be probationary employees (if any) in the particular job classification affected by the layoff
3. The next employee or employees to be laid off shall be regular part-time employees (if any) in the particular job classification affected by the layoff in order of classification seniority, with the least senioreid laid off first.
4. Further layoffs from the affected classification shall be accomplished in order of classification seniority among the remaining regular full time employees, with the least senioreid laid off first.

Notwithstanding any provision of this section, a junior employee may be retained if a more senior employee does not have the necessary training, ability and experience to perform the remaining work as set forth in the job description. The Employer will give employees and the Union at least thirty (30) days' advance notice of a layoff under this section.

**B. Displacement Rights After Indefinite Layoff.**

Employees with seniority who are indefinitely laid off shall be entitled to displace the least senior employee in a different classification within their current department or, if no such move is possible, the least senior employee in a classification outside their current department which they retained seniority in under the following conditions:

1. The laid off employee has greater seniority than the employee to be displaced.
2. The laid off employee presently has the necessary qualifications, skill, ability and experience to perform the work in the other job classification.
3. The laid off employee elects to exercise their displacement rights within five (5) working days of notification of their layoff.

An employee displaced under this Section shall be laid off unless that employee is also entitled to exercise displacement rights under this Section. An employee exercising displacement rights under this Section retains the right of recall to his former classification.

**C. Voluntary Layoff.**

When it is determined by the Employer to indefinitely lay off employee(s) from a job classification, senior employee(s) within that job classification may elect to take a layoff (not to exceed the number of employees being reduced from the job classification) under the following conditions:

1. An employee shall indicate in writing his/her election for a voluntary layoff during the first full calendar week in December for layoffs which commence between January 1 and June 30 of that year and during the first full calendar week of June for layoffs that commence between July 1 and December 31 of that year. An election cannot be withdrawn once it is submitted.
2. A voluntary layoff will not be available if it would:
  - a. Result in an employee who is in the training period on a job or a probationary employee remaining on the job;
  - b. Cause a hardship on the department in which the senior employee is working because other employees are not available in the job classification capable of doing the employee's work.
  - c. Not be agreeable to the Board because of a reasonable excuse.
3. An employee selecting a voluntary layoff shall be subject to recall pursuant to the provisions of this Article.

**D. Recall.**

When it is determined by the Employer to increase the work force after a layoff, employees with seniority previously laid off from that classification will be recalled in inverse order of layoff.

In the event that there are no employees with seniority previously laid off from the classification, employees with seniority laid off from other classifications will be recalled in inverse order of layoff, provided that they presently have the necessary qualifications, skill, and ability to perform the required work.

The recall procedure shall be utilized prior to posting a vacancy for bid by individuals working in other classifications.

The Employer may fill the position on a temporary basis without regard to seniority pending completion of the recall procedure.

An employee may decline recall to a position that is not equivalent in wages, hours and responsibility to the position previously held without loss of recall rights.

**E. Recall Procedure.**

When employees are to be recalled from layoff, the following procedures shall be followed:

1. The Employer may attempt to telephone the employee first in an effort to give the employee notification of recall. If the employee could not be contacted by telephone, or if the Employer determines not to use telephone contact, the Employer shall attempt to give the employee notification of recall together with the required return to work date by certified mail, sent to the employee's last known address.
2. Employees have the obligation to advise the Employer of their intent to accept or decline the recall to work within five (5) working days of notification of recall by telephone or delivery of notice of recall by certified mail. Employees who fail to respond within five (5) working days shall be considered to have voluntarily quit, unless the employee's failure to respond by the required date is for a reason satisfactory to the Employer.
3. Recalled employees are required to report for work on the requested return to work date, or ten (10) working days after notification of recall, whichever is later. Employees who fail to report for work by the required date shall be considered to have voluntarily quit, unless the employee's failure to report on the required date is for a reason satisfactory to the Employer.

**F. Substitute List.**

Laid off employees may submit their names to their immediate supervisor indicating a desire to be placed on a substitute list. In the event that the Employer needs additional personnel due to the absence of a current employee, substitutes may be obtained by contacting those employees laid off from that classification who are on the substitute list in order of greatest seniority. Laid off employees shall have the right to refuse to substitute without loss of recall rights. The return of a laid off employee to work on a substitute basis shall not be considered a recall from layoff under this Article, does not constitute a break in the layoff for the purpose of Article VII, Section D.5 does not count towards hours of work per week for purposes of determining employee status under Article I, Section B, and does not entitle the employee to any benefits under this Agreement.

**ARTICLE IX**  
**VACANCIES, ASSIGNMENTS AND TRANSFERS**

**A. Permanent Vacancies.**

When a permanent job or vacancy occurs in a position previously held by a bargaining unit member, or a newly created position within the bargaining unit, notice of the job or

vacancy shall be posted on the bulletin board in each building in which bargaining unit personnel work for five (5) working days.

The posting shall include the classification, its rate of pay, the normal hours to be worked, the location of the assignment and the starting date. A copy of the vacancy notice shall also be sent to the Union.

A permanent job or vacancy does not include vacancies caused by leaves of absence or positions which the Employer intends to fill for less than ninety (90) workdays, which temporary vacancies may be filled by the Employer from any source without regard to the procedure set forth in this section. A permanent job or vacancy also does not include regular or special bus run assignments.

The Employer, in its sole discretion, shall determine if a vacancy exists which is to be filled under this Section and may reassign personnel prior to determining the vacancy to be posted and filled. Employees interested in the job posting may file a written application with the Employer by the deadline established in the posting.

The Employer shall give due consideration to all applicants for the permanent vacancy, including applicants from outside the bargaining unit. In considering an applicant's qualifications to perform the required work, the Employer shall consider the job description, and the individual's ability (including testing), experience, training, productivity, work performance, work record and dependability.

The applicant considered by the Employer to be the best qualified shall be awarded the permanent vacancy; provided, however, that if the qualifications of the applicants for the job or vacancy are equal, the applicant with the greatest classification seniority (see appendix A) shall be awarded the position.

The Employer reserves the right to determine that none of the applicants are qualified and leave the position open or to seek further applicants. In instances where the vacancy is not to be awarded to the applicant with the most seniority, upon request, the Employer will provide the unsuccessful applicant with a written statement of the reasons that the individual selected was considered to be the best qualified applicant.

**B. New Job Trial Period.**

1. Employees who receive an award of a job under the permanent job transfer provisions of this Agreement shall be required to serve a new job probationary period of sixty (60) working days in the new position to determine if they can perform all the requirements of the position. If the employee fails to meet the requirements of the position to the satisfaction of the Employer, the employee will be transferred back to the employee's prior classification; provided, however, that the Employer reserves the right to return the employee to the employee's prior classification at any time during the new job trial period. An employee will also be returned to his/her former classification during this period upon the employee's request.

2. An employee awarded a permanent vacancy shall not bid again on a different job classification for sixty (60) working days except in the case of creation of a new job classification by the Employer or in the event there are no other bidders and the employee has completed the new job trial period for the job most recently awarded or if the employee is laid off from the job most recently awarded.
3. Change in Classification Rate
  - a. Any employee moving to a higher classification shall be moved to a step which provides the employee with the lowest rate of pay greater than his/her current step rate of pay. During the new job probationary period, the employee will stay at the current rate of pay or the probation rate of pay for the higher classification, whichever is higher.
  - b. In the case of an employee who has not completed the initial 90 working day probationary period (Article VII, B.) and successfully completes the new job trial, the step increase will be retroactive to the initial 90 working day probationary period.

**C. Temporary Transfers.**

The Employer reserves the right to temporarily transfer employees in order to meet its operational needs. An employee temporarily transferred shall receive the minimum rate of pay for the classification to which they are transferred or the rate of pay for the classification to which they are regularly assigned, whichever is higher.

**D. Transportation Assignments.**

1. **Regular Bus Routes.** A regular run is the transporting of students from one location (home or school) to another and returning those same students to their pickup location on a regularly scheduled basis. A combined elementary and secondary run with different departure times will be considered a “double” run and will be posted as such.

The exception to the regular bus routes is through the use of a shuttle run. A “shuttle run” is time added to either the beginning or the end of a driver’s regular run for the purpose of transporting children home from school, to school, or in between school buildings. A shuttle run driver may be different than the students’ regular run driver. A shuttle run may not be more than thirty (30) minutes of added time per run.

Some vocational education runs may require delivering students to one session and returning students from a previous session. In addition to pickup and drop off of students, a regular run includes vehicle safety checks before each run, cleaning the interior of vehicles and exterior mirrors after each run, and the fueling of vehicles when necessary. The time for safety check and clean-up will normally not exceed twenty (20) minutes.

When possible at the start of the each year, drivers will be returned to the they had the previous year.

A selection meeting will be held the second Monday in October for selection of designated routes. All drivers are expected to attend the selection meeting. The Employer will make up and post a listing of the regular runs and which bus will be assigned to them for that school year prior to the selection meeting day. All regular runs shall become available for selection by drivers. Selection of regular runs shall be done by classification seniority, but drivers must be available on the specified day to select their run(s). The driver is obligated to inform the supervisor in writing by 8:00 a.m. on the selection date of his/her first, second, and third choice if unable to meet his/her appointment. Drivers may by written proxy appoint a current department employee in good standing to select their run(s).

Once a driver selects a regular run, s/he will maintain that assignment until the selection meeting the following school year, unless the supervisor approves a change. Regular runs that become vacant after the selection meeting during the school year will be posted for a period of five (5) working days and then filled through the same selection procedure as used at the selection meeting in October, but the Employer reserves the right to deny these runs to drivers if it would conflict with their prior run assignment. The Employer, in its discretion, may change the buses, bus stops and runs as often and in any manner as it may decide is in the best interest of the District.

After the run selection meeting in October:

- a. A driver who has a run that is reduced by thirty (30) minutes or more per day in pay may bump the least senior employee holding a run with the same or more time than the driver's run after the reduction.
- b. Any run that is increased permanently by thirty (30) minutes or more per day shall be posted for two (2) consecutive working days and awarded within five (5) working days thereafter.

## 2. **Substitute Assignments - Temporary Assignments.**

- a. In the event that a driver is temporarily absent (five (5) days or less) from his/her regular assignment, a substitute will be assigned according to a posted classification seniority sign-up list of available drivers. Drivers may add or remove their names as their normal availability status changes.
- b. For purposes of this section only, an assignment commonly known as "a run" (AM/PM double run, skill center run, noon run, CBI, etc.) is a "run." A regular driver can substitute on any run assignment that does not interfere with his/her regular run assignment. Exceptions may be made for "noon run" drivers.



**3. Substitute Assignments - Long Term**

- a. In the event that it is known that a driver will be absent from his/her run assignment for more than five (5) consecutive working days, the assignment will be posted for two (2) consecutive working days by the Transportation Supervisor prior to its filling. During the two (2) day period, the assignment will be filled according to the method for temporary assignments.
- b. For purposes of this section only, an assignment commonly known as “a run” (AM/PM double run, skill center run, noon run, CBI, etc.) is a “run.” The assignment of long-term run assignments shall be made by classification seniority and continuous availability. A regular driver can substitute on any run assignment that does not interfere with his/her regular run assignment.
- c. The driver assigned will have that run assignment until the regular driver returns.
- d. If an assignment cannot be filled from the posted driver list, substitute drivers, on our list, will be called.

**4. Special Trip Assignments.**

- a. The Employer will post notice of special trips for drivers five (5) working days in advance of the trip. Drivers desiring to work the special trip shall sign their names on the posting. The Employer will assign the special trip to the driver(s) or qualified transportation assistant/driver(s) with the most classification seniority requesting the assignment. Regularly scheduled hours combined with special trip hours may not total more than 40 hours per week without supervisor’s approval. If no one signs the posting the least senior employee or a substitute will be assigned.
- b. If a special trip is canceled within two (2) hours of its scheduled departure, the driver will receive two (2) hours special trip pay. If a canceled trip is rescheduled, the assignment will be given to the original driver(s).
- c. In addition to pickup and drop off of students, a special trip includes a vehicle safety check before the trip, cleaning the interior of the vehicle and exterior mirrors after the run, and the fueling of the vehicle when necessary. The time for safety check and cleanup will normally not exceed twenty (20) minutes.
- d. Drivers are paid the special trip rate for all special trips and receive reimbursement for admittance fees, parking fees or other expenses, excluding personal purchases or souvenirs.

- e. Compensation for special trips will increase at the same rate as Appendix A, Wage Schedule. The amount of compensation will be printed at the bottom of each year's wage schedule.
- f. The Employer will maintain a list of employees who are willing to drive trips that become available on short notice. In the event that the need for these emergency trips become known two (2) or more hours in advance, the Employer will attempt to fill the trip by contacting employees on the list in order of classification seniority. In instances where the need for the trip becomes known with less than two (2) hours' advance notice, the Employer will make every attempt to fill the assignment by seniority.
- g. An employee who is prevented from driving his/her regular run because of a delay in returning from a special run that was not anticipated to conflict with the regular run shall be paid the difference between the amount s/he earned from the performance of the special trip and the amount s/he would normally receive from the regular trip.
- h. Each bus used on a special trip shall have a chaperone, and the chaperone shall ride on the bus.
- i. Employees will be paid their regular hourly or special trip rate, whichever is applicable, for time spent on DOT drug testing required by law.

**E. Monitoring Assignments.**

Except in emergencies, employees covered by this agreement will not normally be required to perform classroom monitoring duties which are the normal responsibility of certified personnel in excess of fifteen (15) consecutive minutes.

**F. Support Staff as Substitutes.**

The district will make every effort to use its own employees as substitutes when trained and qualified employees are available and when it is in the best interest of the program.

1. **Selected.** If an employee is asked to substitute, the employee will be paid at his/her own rate of pay.
2. **Voluntary.** If an employee requests a substitute position, s/he will be paid at the probationary rate of pay of that classification.
3. Time worked as a substitute does not count towards hours of work per week for purposes of determining employee status under Article I, Section B.

**ARTICLE X**  
**LEAVES OF ABSENCE**

**A. Paid Leave.**

At the beginning of every fiscal school year, each full-time and regular part-time calendar year employee earns fourteen (14) days, and a full-time school year and regular part-time school year employee earns twelve (12) days classified as paid leave days. Employee hired after July 1, shall receive no paid leave for the probationary period. After the probation period the paid leave shall be pro rated for the first fiscal year ending June 30.

1. These days may be used for personal illness, illness of an immediate family member, medical appointments, funeral days, and two (2) of the days may be used for personal business per the contract language for Qualified Personal Leave Days at Section C., below, starting on page 29 line 2.
2. To qualify for a paid leave day, the employee must give notification to the proper administrative official at least two (2) hours before the scheduled time for the illness-related day requested. Advance notification for other leaves will be given when possible.
3. Employees who leave during the instructional day because of illness, will have one-half day deducted from their paid leave day allowance.
4. Days on which an employee is in attendance at conferences, visitations to other schools, etc., will not be regarded as absences if prior administrative approval has been granted. Therefore, no deduction of a day or days from the paid leave days will occur.
5. Paid leave days may be taken in half day or full day units for all classifications except transportation which may take them in one-third day units.
6. No paid leave day shall be taken on the days immediately preceding or following a holiday or scheduled school vacation except in the case of an emergency.
7. A paid leave day shall be paid at the employee's straight time regular rate of pay for the number of hours worked per day in the employee's regular schedule.

**B. Accrued Paid Leave Days.**

1. Unused paid leave days may accumulate up to a maximum of two hundred (200) days, after which time no more paid days will be accumulated except to the extent of restoring paid days used. Employees whose employment status with the Employer ends shall not be paid for accrued but unused accrued leave benefits; provided, however, that employees retiring from service with the Cedar Springs Public Schools shall be paid \$15.00 per day of unused sick leave with a maximum of \$1,500.00. This amount shall be paid in the form of a non-elective employer

contribution to a 403(b) plan account within thirty (30) days of the employee's retirement or July 1 of the year of retirement, whichever occurs later.

2. Employees may utilize accrued paid leave when they are unable to work due to one of the following:
  - a. Illness, injury, or other disability as covered under the Family and Medical Leave Act 1993.
  - b. **Funeral Attendance.** Leave may be granted at the discretion of the immediate supervisor for an employee to attend a funeral.

Additional days for specific funeral leaves requested by the employee may be granted from the employee's accumulated leave days at the discretion of the Superintendent.

**C. Qualified Personal Leave.**

Except in cases of emergency, personal leave must be scheduled in advance at a time mutually agreeable to the employee and his/her immediate supervisor.

Employees desiring to utilize a personal leave day shall submit a written request to their immediate supervisor indicating the time requested for leave. Restrictions may be imposed on personal leave days so as not to disrupt normal educational processes.

No personal leave days will be granted on the days immediately preceding or following a holiday or scheduled school vacation except in the case of an emergency.

When two or more employees in the same building or department request the same day or days for personal leave and the administration cannot grant them all as requested, the request(s) will be granted based on the earliest date of submission.

**D. Family and Medical Leave Act of 1993.**

Bargaining unit members, who have been employed for at least twelve (12) months and have worked at least 1,250 hours during the previous 12 months, shall be eligible for unpaid Family Medical Leave. Employees shall use available accrued paid leave to be substituted for any part of the 12-week period. Once any accrued paid leave is used, the remainder of the 12 weeks of leave will be unpaid. During the leave period, the employee is not entitled to unemployment compensation, even if the leave is unpaid.

The District will use the 12-months measured forward method for calculating available leave. The District and the Union agree that the District shall have the right to develop, approve and implement policies on family and medical leave which comply with the Family and Medical Leave Act of 1993 and its amendments. For additional information regarding FMLA, please contact the Human Resource Office.

**E. Bereavement Leave.**

1. The employee shall, per occurrence, be granted up to three (3) additional consecutive paid funeral leave days to attend a funeral when death occurs in the employee's immediate family. "Immediate family" shall mean the employee's spouse, children, sister, brother, mother, father, mother-in-law, father-in-law, grandparents, grandchildren or other person residing in the employee's household at the time of death.
2. Employees who lose work from their regularly scheduled hours shall receive pay at their straight time regular rate of pay for up to eight (8) hours per day.
3. Additional days requested by the employee may be granted from the employee's accumulated leave days at the discretion of the Superintendent. (See Qualified Personal Leave, p. 26, line 11.)

**F. Disability Leave.**

1. A disability leave of absence will be granted to employees who have been absent for more than twelve (12) weeks because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability.
2. A disability leave shall be with pay until such time as the employee has exhausted all accrued paid leave benefits and thereafter benefits shall continue as determined by COBRA. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months. At the completion of the twelve (12) month period, the Employer may grant an extension of the leave for up to an additional twelve (12) months if the employee can present evidence from his/her treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of extended leave.
3. An employee whose leave ends prior to his/her being able to return to work will be considered to be on layoff with rights to return in accordance with Article VIII.C., Recall. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability.
4. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if appropriate, require the employee to take a leave of absence under this Section.
5. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee

continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained.

6. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as far in advance as possible. All employees returning to work from a disability leave of absence must present a physician's certificate indicating the employee is medically able to return to work.

**G. Worker's Compensation.**

1. A leave of absence for not more than twenty-four (24) consecutive months will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the 'Worker's Compensation laws of the State of Michigan and is receiving payments from the Employer, subject to the Employer's right to require medical proof.
2. At the completion of an initial twelve (12) month period, the Employer may grant an extension of the leave for up to an additional twelve (12) months if the employee can present evidence from his/her treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of extended leave.
3. An employee whose leave ends prior to his/her being able to return to work will be considered to be on layoff with rights to return in accordance with Article VIII.C., Recall.
4. The Employer may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the Employer.
5. All employees returning to work from a worker's compensation leave of absence must present a physician's certificate satisfactory to the Employer indicating the employee is medically able to return to work.

**H. Unpaid Leave of Absence.**

1. The Employer may in its discretion grant an employee an unpaid leave of absence. Requests for an unpaid leave of absence shall be in writing signed by the employee, and shall state the reason for the leave.
2. Requests for an unpaid leave of absence shall be given to the employee's immediate supervisor, but must be approved by the Superintendent or designated representative.

3. With the exception of leaves of absence for child care purposes immediately after the birth or adoption of a child, unpaid leaves of absence will not normally be granted for periods in excess of thirty (30) calendar days.
4. An extension of an unpaid leave of absence may be granted by the Employer in its sole discretion, provided the extension is requested in writing prior to the termination of the original leave period, and the total period of the leave does not exceed twelve (12) consecutive months.

**I. Other Leaves**

When absent from duty for reasons not covered by this Agreement, but for reasons which are approved in advance in writing by the immediate supervisor, the substitute's rate of pay shall be deducted from the employee's wage.

**J. Return to Work After Leave of Absence**

Employees returning from leaves of absence will be reinstated to their former job classification. The provisions of the foregoing notwithstanding, the Employer reserves the right not to reinstate to his/her former job classification any employee who no longer has the necessary qualifications, skill and ability to perform the work in an effective and efficient manner. Employees who are not able to be reinstated shall be considered to be laid off with rights to return in accordance with Article VIII(C) Recall.

**ARTICLE XI  
PROFESSIONAL LEAVES**

**A. Witness Leave.**

An employee who is subpoenaed as a witness for court appearances shall be granted a paid leave for such time as is necessary to perform whatever is mandated by the subpoena, provided that the matter does not involve proceedings brought against the Employer by the Union or the employee.

**B. Jury Duty Leave.**

A leave of absence shall be granted an employee called for jury duty. The school shall pay an amount equal to the difference between the employee's daily salary and the daily jury duty fee or witness fee (not including travel allowance or reimbursement of expenses) for each day on which the employee reports for or performs the civic duty and on which s/he otherwise would have been scheduled to work.

**C. Union Leave.**

The Employer will allow a total of five (5) working days of unpaid leave each year to allow employees selected by the Union to attend meetings or perform duties related to the

Union's operation. The use of such days shall be requested in writing to the Superintendent at least five (5) days in advance and signed by the Union president or two (2) Union officers. The Employer reserves the right to deny leave in instances where a qualified substitute is not available. Unused days are not accumulative and may not be used in another contract year.

**ARTICLE XII**  
**HOLIDAYS**

**A. Recognized Holidays.**

The following days are recognized as holidays for all employees:

<u>Calendar Year Employee</u>	<u>School Year Employee</u>
Labor Day	Labor Day (when employee works during the week prior to Labor Day)
Thanksgiving Day	Thanksgiving Day
Friday After Thanksgiving	Friday After Thanksgiving
Christmas Eve Day	Christmas Eve Day
Christmas Day	Christmas Day
New Year's Eve Day	New Year's Eve Day
New Year's Day	New Year's Day
Memorial Day	Memorial Day
Fourth of July (If the employee is working that week)	

Prior to the start of the school year, the parties will meet to set a holiday calendar schedule for the recognized holidays plus one additional non-school day holiday that is mutually agreed upon.

**B. Holiday Celebration.**

When a recognized holiday falls on a Saturday, it shall be celebrated on the preceding Friday. When a recognized holiday falls on a Sunday, it shall be celebrated on the following Monday.

**C. Holiday Eligibility.**

In order to be eligible for holiday pay, an employee must satisfy all of the following conditions and qualifications:

1. The employee must work on his/her last scheduled workday before the holiday and on his/her first scheduled workday after the holiday, or be on approved paid leave on those days;



2. The employee must be on the active payroll as of the date of the holiday. For purposes of this section a person is not on the active payroll of the Employer during unpaid leaves of absences, layoffs, when receiving worker's compensation or on a disciplinary suspension without pay.

An otherwise eligible employee who is required to work on a recognized holiday but fails to report and work the scheduled hours shall not receive any holiday pay for the holiday.

**D. Holiday Pay.**

Eligible employees shall receive holiday pay for each recognized holiday in an amount equal to the number of hours worked per day in their regular schedule. All holiday pay shall be at the employee's straight time regular rate of pay. Eligible employees required to work on a recognized holiday shall receive holiday pay in addition to pay at their straight time regular rate of pay for all work performed on the holiday.

**E. Floating Holidays.**

Full time calendar year employees will be granted three (3) floating holidays, each school year. Two of the floating holidays are to be taken during the winter vacation period and one (1) is to be taken during the spring vacation, with the exact dates to be taken off to be agreed between the employee and his/her supervisor.

**ARTICLE XIII  
VACATIONS**

**A. Vacations for School Year Employees.**

It is recognized that the normal scheduling practices of the Employer result in periods of time during each year that school year employees are not expected to work. In view of the existence of these regularly scheduled holiday periods and periods between terms and academic years, these employees will not be granted additional time off work and are expected to schedule their vacations during these periods. The timing of these normal vacation periods shall be defined each year by the official school calendar promulgated by the Employer.

1. The period between the end of the Employer's school year in June and the beginning of the school year in August/September shall be considered a summer vacation period.
2. The period between the close of school in December and the start of school after New Year's Day shall be considered a winter vacation period.
3. The week that school is closed in April shall be considered a spring vacation period.

4. The following school year employees shall be granted vacations with pay in accordance with the following schedule:

**Secretaries:**

<u>Years of Continuous Service</u>	<u>Time Off</u>
At least one (1) year but less than five (5) years	5 days
At least five (5) years	10 days

This vacation accrual shall only be permitted as long as a secretary is regularly assigned to work at least thirty-eight (38) weeks in a school year.

**B. Vacations for Calendar Year Employees.**

1. Calendar year employees shall be granted vacations with pay in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Time Off</u>
Less than five (5) years	10 days
At least five (5) years but less than twelve (12) years	15 days
At least twelve (12) years	20 days

2. Vacation leave is credited to eligible employees on July 1 of each year based upon their years of continuous service with the Employer as of that date. Employees who leave the employ of the Employer prior to the July 1 accrual date in any year for a reason other than retirement shall not accrue any vacation leave for that year. Vacation pay shall be computed at the straight time hourly rate an employee is earning at the time the vacation leave is taken for the number of hours worked per day in the employee's regular schedule.

**C. Vacation Eligibility.**

1. In order to be eligible for vacation benefits on July 1 in any year, a calendar year employee must have worked a total of at least one thousand nine hundred (1900) hours during the preceding twelve (12) months. The exception to this will be secretaries. Secretaries working at least thirty-eight (38) weeks must have worked a total of at least one thousand five hundred twenty (1520) during the preceding twelve months.
2. Calendar year employees and secretaries who fail to work the required number of hours shall be entitled to prorated vacation leave based upon the ratio of the hours they actually worked to one thousand nine hundred (1900) for calendar year employees or one thousand five hundred twenty (1520) for secretaries.

For purposes of this Section, hours worked shall include paid leave, bereavement leave, paid jury duty leave, vacations, paid holidays and all hours actually worked.

**D. Vacation Scheduling.**

1. Calendar year employees may schedule time off for their vacation during the twelve (12) months following its crediting on July 1st upon proper notice as determined by the Employer, provided that, in the opinion of the Employer, such time off does not unreasonably interfere with the fundamental operation of the Employer.
2. Vacation requests should normally be submitted in writing by the employee thirty (30) days in advance of the period requested.
3. In the event that more than one (1) employee within a particular classification desires to take vacation during the same period, approval of the vacation requests shall be guided by the seniority of the employees concerned.
4. Employees are required to take their vacation leave during the twelve (12) months following crediting on July 1st, and all vacation leave not used during that period shall be forfeited, provided, however, that up to five (5) days' vacation may be carried over to the next year if the employee was unable to schedule all of his/her vacation due to the Employer's schedule.

**E. Benefits on Termination.**

Employees who leave the employ of the Employer for reasons other than discharge for just cause may receive pay for accrued but unused vacation leave in any of the following circumstances:

1. If an employee retires in accordance with the retirement plan currently in effect.
2. If an employee resigns from employment and a minimum of two weeks' advance notice is given to the Employer.
3. If an employee is laid off and requests payment of vacation pay; provided, however, that such vacation pay shall be designated to the period of the layoff.
4. If an employee dies, vacation pay shall be paid to the designated beneficiary.

**ARTICLE XIV**  
**CONTINUED WORK PLEDGE**

**A. Continued Work Pledge.**

The Board, Union, and each support staff member recognize the primary responsibility is to the children of the District and declare that their mutual objective is to provide those

children with a proper education. To that end, it is agreed that during the life of this Agreement (when the calendar, wages and benefits packages are agreed upon and in place), they will not permit, cause, encourage, or participate in any interruption, disturbance, or interference with the continuous normal education of such children by sanction, concerted activity, or otherwise, and that any difference of opinion or dispute which there may be between or among themselves will not be allowed to affect in any way the normal education afforded the children of the Cedar Springs School District.

**ARTICLE XV**  
**INSURANCE**

**A. Health Care Insurance for Full Time Employees.**

The Employer will make available insurance programs covering certain hospitalization, surgical, medical; dental, vision, life and long term disability expenses for eligible full-time employees and their eligible dependents. The insurance program provides the coverages set forth below. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier.

Plan A for eligible full time employees selecting health insurance.

Priority Health HMO 100% Hospital Plan

Prescriptions                 \$10.00 Generic or \$20.00 Brand Names

Long Term Disability

1.       60%
2.       \$5000 maximum
3.       90 calendar days-modified fill
4.       Freeze on offsets.
5.       Alcoholism/drug addiction and mental/nervous same as any other illness
6.       COLA

Delta Dental                 Plan E (80/80)

Negotiated Life             \$25,000 AD&D

Vision                         VSP-2

Plan B for eligible full time employees not selecting health insurance.

Delta Dental                 Plan E (80/80)

Vision                         VSP-2

Negotiated Life             \$30,000 AD&D

Long Term Disability Same as Above

Eligible full time employees who do not select Plan A health insurance coverage shall participate in Plan B. In the event that a husband and wife are both employees of the District, they are eligible for this same insurance coverage. In such cases, one shall select Plan A and the other shall select Plan B.

Employees are eligible to participate in the insurance program on the first (1st) day of work with the Employer in a full time position after completing their initial 90-day probationary period or at a date thereafter that may be established by the insurance carrier. The current open enrollment period requires employees to select or make changes to their health insurance coverage on or before September 20 of each year. Employees electing to participate in the insurance plan shall advise the Employer in writing of this intent and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

**B. Payment of Full Time Employee Group Insurance Costs.**

The Employer shall pay an amount equal to ninety-seven percent (97%) of the monthly insurance premium for the coverage selected (Member Only; Member & Spouse or Member & Child; or Full Family) for eligible full time employees who elect to participate in Plan A and the entire insurance premium for eligible full time employees who elect to participate in Plan B. The Employer's liability under this section shall be limited to these payments, and employees shall be required to pay through payroll deduction or make arrangements satisfactory to the Employer for the payment of all premium amounts in excess of these payments.

**C. Obligation to Continue Insurance Payments.**

The Employer's obligation to make monthly insurance premium payments shall only occur during months when the employee is actually performing work for the Employer, provided, however, that the Employer shall continue to make such payments during the months of July and August for employees who worked for the Employer during at least six (6) of the months from September through June of the preceding school year or who retire but are not yet eligible for retiree health insurance.

In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, retires and is eligible for retiree health insurance, resigns, or commences an unpaid leave of absence, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or his/her lawful dependents beyond the month in which the discharge, quit, retirement, resignation, or unpaid leave of absence commences. Employees on Employer approved leaves of absence may continue insurance benefits on a month by month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or his/her lawful dependents, subject to the approval of the insurance program. The Employer shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the date of the employee's return to work.

**D. Insurance Carrier.**

The Employer reserves the right to select or change the insurance carrier or carriers, or to become a self-insurer, either wholly or partially, and to select the administrator of such self-insurance programs; provided, however, that the benefits provided shall remain

substantially equivalent. Prior to changing carriers a special conference will be called to discuss the changes.

**E. Eligible Full Time Employees Not Needing Health Insurance Coverage.**

Full time employees who do not select Plan A health insurance coverage shall be eligible to be paid at a rate of \$316.66 a month as “cash in lieu of health insurance.”

**F. Section 105H Medical Reimbursement Plan**

Eligible regular part time employees may participate in the medical reimbursement plan established by the Employer to reimburse them for certain medical expenses. Eligibility for participation is as follows:

<u>Regularly Scheduled # of Hours of Work Per Week</u>	<u>Annual Maximum Amount of Reimbursement</u>
25 to less than 32	\$700
20 to less than 25	\$300

The specific terms and conditions governing this program are set forth in the summary description of this plan.

**G. Annuity Payments.**

The Employer shall provide facilities for the utilization of deferred annuity programs by all employees. Before changes are made, the union shall be informed of proposed changes and reason for those changes.

**H. Section 125 Flexible Spending Plan.**

Employees may participate in the flexible spending plan established by the Employer to pay certain covered expenses. The specific terms and conditions governing this program are set forth in detail in the summary description of this plan.

**I.** Employees will be able to purchase insurance benefits through payroll deduction providing existing benefit providers allow such purchase and payment method. Employees shall also be able to purchase said insurance benefits through the use of the Employer’s Section 125 Flexible Spending Plan, if permitted by law and/or regulation.

**ARTICLE XVI  
WORKING CONDITIONS**

**A. Work Week.**

The work week for FLSA purposes for all employees shall begin at 12:00 a.m. on Sunday and end at 11:59 p.m. the following Saturday. The Employer reserves the right to change the work week whenever it determines that operating changes warrant such a change.

**B. Hours of Work.**

The work hours for all employees shall be determined by the Employer. The normal work day for full time and full time school year employees shall be as follows:

1. Secretaries – eight (8) hours
2. Program Assistants – six and one-half (6.5) hours
3. Food Service – eight (8) hours
4. Maintenance – eight (8) hours
5. Mechanics – eight (8) hours
6. Custodians – eight (8) hours
7. Custodial Assistants – eight (8) hours
8. Dispatcher – eight (8) hours
9. Copy Room – eight (8) hours
10. Delivery – eight (8) hours

The normal workweek for full time employees is five (5) days, Monday through Friday each month of the year exclusive of holidays. The normal workweek for full time school year employees is five (5) days, Monday through Friday during days that students are in attendance at school or during days of in-service scheduled for their classification. Full time school year employees are not normally scheduled to work on holidays and during vacation recesses as determined by the school's calendar, but may be scheduled for additional weeks of work prior to the opening of school and/or after the closing of school.

The summer working hours for support staff will be based on a flexible forty (40) hour work week mutually agreed upon by the supervisor and the employee. If the district requires an employee to work beyond the above stated summer hours per week, time and one-half (1 ½) will be paid.

The Employer may exercise the right to change the work schedule below the normal workday or workweek whenever it determines that conditions warrant such changes.

The Employer will endeavor to implement any reduction in the hours to be worked by a particular classification through the layoff of employees, but reserves the right to implement the reduction in hours by a reduction in the normal work-day or workweek. In the event that a reduced work-day or workweek is to be implemented, the reduction shall be applied first to the least senior employee in the particular classification affected and thereafter to additional employees by inverse order of seniority.

The Union will be provided with at least fourteen (14) days' written notice of the Employer's determination to reduce the normal work-day or workweek and a special conference will be held between the Union and the Employer to discuss the necessity for the reduction.

**C. Overtime.**

Employees wishing overtime work shall indicate their interest to the Employer. The Employer will endeavor to equalize overtime among all employees in the particular job

classification who indicate an interest in being assigned overtime work, but reserves the right to assign necessary overtime work to the least senior full-time or part-time employee who has the necessary skills to perform the required work. Except in emergency situations, employees must secure the prior approval of their supervisor before working overtime.

**D. Meal Periods.**

All full time calendar and full time school year employees will be allowed one-half (1/2) hour duty-free meal period without pay. This meal period shall be scheduled by the Employer at or near the mid-point of the scheduled day. Regular part-time calendar year and regular part-time school year employees will receive the same meal period if they are scheduled to work five and one half (5 1/2) or more continuous hours on a particular day.

**E. Break Periods.**

The Employer will endeavor to provide full time calendar year and full time school year employees a fifteen (15) minute duty-free break period during the first half of their work day and a fifteen (15) minute break period during the second half of their work day. Regular part-time calendar year and regular part-time school year employees will receive the same break periods if they are scheduled to work five and one-half (5-1/2) or more continuous hours on a particular day, but will receive only one break period if they are scheduled to work at least four (4) but less than five and one-half (5-1/2) continuous hours on a particular day. All break periods will be scheduled by the Employer so as not to interfere with the Employer's operations.

**F. School Hour Modification.**

In the event that the Employer determines to cancel or modify the normal hours of school due to inclement weather or other circumstances, the following provisions shall apply:

***Regular Part-Time Employees***

1. Regular part-time employees need not normally report to work when school is cancelled and will be paid for their regularly scheduled hours on that day, provided the Employer does not need to make up the time in order to receive full state aid.
2. Regular part-time employees need not normally report to work on delay days. These hours will accumulate up to six hours which will result in paid professional development on a mutually agreed upon date. If school is delayed above six accumulated hours, regular part-time employees will be paid for their regularly scheduled hours, provided the Employer does not need to make up the time in order to receive full state aid.



### **Full-Time Employees and Calendar Year Employees**

3. The Employer requires full-time and calendar year employees to report to work when school has been cancelled do a closing or a delay. If school has been closed, the Employer shall determine the start time for the employees' shift(s). Employees that report by the designated start time and work at least five (5) hours before being dismissed by their supervisor(s) shall be paid for their regularly scheduled hours on that day. Otherwise, the employee(s) will be paid at the regular rate for their hours actually worked.

If the rules or regulations of the Department of Education or the law changes regarding the issue of the make-up of lost student instructional days, this section will be subject to re-negotiation at the request of either party.

#### **G. Banquets.**

The food service department may provide banquet services on campus for various community groups. The department shall not provide banquet services off campus. The Employer will endeavor to post notice of these events at least monthly in order that employees may indicate their desire to work at these events. The Employer will endeavor to equalize these extra assignments on a monthly basis among all employees in the particular job classifications needed for these functions. Employees shall be paid time and one half (1-1/2) their regular straight time rate of pay for all hours worked at banquets and paid two (2) times their regular straight time rate of pay on Sundays.

#### **H. Labor Management Committees.**

1. A Management and Labor Committee shall be created in each department (i.e., Custodial/Maintenance/Mechanics, Food Service, Clerical, Transportation and Educational Assistants) to work toward the continuous improvement of working conditions. Each Committee shall be composed of five (5) members selected by the Union and Management representatives.
2. Meetings will occur as necessary to discuss matters of mutual concern. The parties recognize that recommendations of the team are advisory in nature. Guidelines and ground rules will be established at the initial meeting.
3. The Employer shall provide up to a maximum of five (5) hours of release time for Committee member participants during a school year, so long as the meetings do not interfere with school business. Additional meeting time will be scheduled during non-work time.
4. The Labor Management Committee recognizes that continuous learning is an essential part of the educational process. The board, administration and staff will consider the need for regularly scheduled time for staff development while maintaining a schedule that ensures the flow to the educational process for

students. The professional development plan will be designed to enhance the needs of staff and the growth of student achievement in the district.

**ARTICLE XVII**  
**WAGES AND PREMIUM PAY**

**A. Wages.**

During the term of this Agreement, wages shall be as indicated in Appendix A and made a part of this agreement. The straight time regular rate of pay for employees shall be the hourly rate indicated in Appendix A.

1. Employees shall begin at the “probationary” rate and shall progress from step to step in the wage classification upon completion of the specified period of time in that classification.
2. All step increases will be granted July 1 upon completion of the probationary period.
3. The Employer reserves the right to place employees at advanced steps in the wage classification.

**B. New And Changed Job Classifications.**

If the Employer establishes a new classification covered by this Agreement, the Union shall be provided prior to the implementation of the classification with the title of the new classification, a description of the job to be performed and the proposed wage rate.

If the Union believes the proposed wage rate is inappropriate or if the Union believes that a substantial change in the duties of an existing classification has occurred, the Union shall, within fifteen (15) calendar days after notification of the proposed wage rate or after the institution of the changed duties, advise the Employer in writing of its intention to request bargaining over this wage rate or its claim that a new classification has been created. In the event that the Union does not request bargaining within the fifteen (15) calendar day limit, the proposed wage rate shall be considered to be the agreed upon wage rate for that classification or the changed duties shall be considered not to have created a new classification.

**C. Overtime Pay.**

Employees shall be paid one and one-half (1-1/2) times their regular straight time rate of pay for all hours actually worked in excess of forty (40) in any workweek. For purposes of this section, hours worked shall include paid sick leave, paid funeral leave, paid holidays and all hours actually worked.

**D. Sunday Pay.**

Any employee required to work on Sunday will be paid two (2) times his/her regular straight time rate of pay for all hours actually worked on a Sunday, excluding Cedar Springs High School graduation.

**E. Called Meetings.**

Any employee who is required to attend a called meeting by his/her supervisor or any administrator will ) be paid at his/her regular rate if the meeting is not held during his/her regular scheduled shift.

**F. Call-In Pay.**

Employees who are called in to work at times other than their regularly scheduled shift shall be paid at their regular straight time rate of pay for two (2) hours or for the time actually worked at the appropriate rate, whichever is greater. The provisions of this section do not apply in instances where the employee is called in to work prior to the start of his/her regularly scheduled shift and continue to work through the start of his/her regularly scheduled shift or who continue to work past the end of his/her regularly scheduled shift.

**G. Shift Premium.**

A shift premium of \$.25 per hour shall be paid to all employees who are assigned to work a regular work shift commencing after 12:00 noon. A premium of \$.40 per hour will be paid for all work performed between midnight and 6:00 A.M. that is not part of a regularly scheduled shift starting on or after 5:00 A.M.

**H. Acting Supervisor Pay.**

Employees required to perform the duties of their immediate supervisor for a period of more than two (2) consecutive days due to the absence of that supervisor, shall be paid an additional \$.50 for each hour that they are required to perform the substitute supervisory function.

**I. Uniforms.**

Uniforms will be selected by classification, be consistent across the district, and be in keeping with district colors and department logos. Employees are required to wear provided uniforms. Special circumstances will be given consideration (e.g. allergies). Selected uniforms will be approved by the district office. Uniforms will be provided according to the annual schedule listed below:

<u>Classification</u>	<u>Uniform</u>
Maintenance	5 sets
Bus Mechanics	5 sets
Utility	5 sets
Food Service	5 shirts
Bus Drivers	5 shirts
Delivery	5 shirts
Security Program Assistant	5 shirts

A hooded yellow rain poncho (ankle length) will be provided for use by program assistants having bus duty.

**J. Use of Personal Vehicles.**

Employees required to utilize their own vehicles on employer business shall be reimbursed at the IRS approved rate.

**K. Longevity Pay.**

1. All employees are eligible for longevity pay in the following amounts:

<u>Years of Continuous Services</u>	<u>Longevity Pay</u>
Less than seven (7) years	\$.00
At least seven (7) years but less than ten (10) years	\$.35/hr.
At least ten (10) years but less than fifteen (15) years	\$.45/hr.
At least fifteen (15) years	\$.60/hr.
At least twenty (20) years	\$.75/hr.

2. Longevity pay is paid to eligible employees in addition to their regular pay based upon their years of continuous service with the Employer as of July 1<sup>st</sup> of each year.

3. Employees with a start date on or before September 30 shall have that year count as one (1) year toward longevity (effective immediately and retroactive to the beginning of the 1998-99 school year).

**ARTICLE XVIII**  
**MISCELLANEOUS**

**A. Captions.**

The captions used in each Section of this Agreement are for the purposes of identification and are not a substantive part of this Agreement.

**B. Address and Telephone Changes.**

It is the responsibility of the employee to keep the Employer advised of his/her current name, address and telephone number, and the names and addresses of his/her dependents. Employees shall notify the Employer, in writing, of any change in their name, address, and telephone number or any change in their dependents' names and addresses as soon as possible after such a change has been made. The Employer shall be entitled to rely upon the employee's name, address and telephone number as reflected in the Employer's files for all purposes involving the employee's employment or for communications to the employee's dependents.

**C. Reemployment Following Active Military Service.**

Employees who leave the employment of the Employer to enter active military service in any branch of the Armed Forces of the United States or the National Guard shall be entitled to re-employment rights in accordance with the Federal and State statutes governing such re-employment rights in effect at the time the individual seeks re-employment with the Employer. Notice of intent to enter into such active service and the scheduled date of departure shall be given to the Employer in writing as soon as the employee is notified of acceptance and departure dates. Individuals re-employed in accordance with such Federal and State statutes shall be entitled to the benefits set forth in this Agreement, provided they satisfy the eligibility requirements established under this Agreement.

**D. Bulletin Board.**

The Employer shall provide the Union with adequate space on a bulletin board where the Union may post non-political notices of interest to bargaining unit members. Notices of meetings, Union elections and results thereof, recreational and social functions and health and safety literature are examples of approved uses of the bulletin board. Copies of all materials to be posted on bulletin boards shall be provided to the building administrator or supervisor prior to being posted.

**E. Pay Periods.**

Employees shall be paid bi-weekly; provided, however, that the Employer reserves the right to alter the pay period in order to accommodate the accounting practices of the Employer.

**F. Bus Driver Qualifications.**

Each bus driver must have on file at the administration office by the run selection date of each year, the following forms and certificates as required by law:

1. A CDL license which is current and valid with all legally required school endorsements (e.g., P&S).
2. Each driver must have a valid medical certificate stating that his/her physical ability meets the minimum qualifications as outlined on the ICC physical form as required by the State of Michigan, which shall be maintained in a medical file separate from the employee's personnel file. Access to an employee's medical file shall be limited to representatives of the District with a legitimate need to know this information.
3. All of the above are at District's expense. An employee may elect a medical examiner of their choice for the annual physical examination and shall be reimbursed by the Employer provided the physical examination satisfies the requirements for a medical examination required by law. The reimbursement shall be limited to the highest amount paid by the Employer to any physician of its choice less the amount covered by the employee's insurance. Physicals will be paid at the rate of the school physician.

If any of the above items are not on file at the Administration Office by the run selection date of each year, a driver will not be allowed to select runs at the annual run selection meeting. Laid off drivers will be reimbursed for the above items during the year called back.

**G. Safe Working Conditions.**

Employees will not be required to work under unsafe conditions or to perform tasks that endanger the health, safety or well being of students or themselves.

**H. Student Control and Discipline.**

The Employer will give support to bus drivers with respect to the discipline of students who conduct themselves in a manner that threatens the safety and health of employees, the student, or other students. Steps will be taken to relieve bus drivers of disruptive and confrontational students. Bus drivers will be advised of medical conditions of students, which in the judgment of the Employer, may necessitate emergency action by the driver transporting the student.

**I. Copies of Agreement.**

The Employer shall provide one copy of this Agreement to each member of the collective bargaining unit after it has been executed by all parties. In addition, the Employer will provide fifteen (15) copies each year for the use of the Union.

**J. Severability.**

If any Section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Section should be ruled invalid by such tribunal, the remainder of the Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Section.

**K. Intent and Waiver.**

It is the intent of the parties hereto that the provisions of this Agreement, which contains all of the economic and non-economic conditions of employment, supersedes all prior agreements or understandings, oral or written, express or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in the grievance procedure hereunder or otherwise.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to in this Agreement even though said subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Specifically the Union agrees it has waived its right to notice, to demand bargaining, or to bargain over any matter reserved to the Employer pursuant to the Management Rights provisions of Article IV(A) during the term of this Agreement. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by all parties.

**L. Term of Agreement.**

This Agreement shall become effective on September 1, 2009 and shall remain in full force and effect through August 31, 2011 at 11:59 p.m. The effective dates for the modifications made in this Agreement to Article XVII, Section A. Wages, for the 2007-2008 school year shall be July 1, 2009. The modifications to all other provisions are effective the date the Agreement is ratified by both parties, or on the date specifically provided elsewhere in the Agreement. Either party shall, on or before the sixtieth (60<sup>th</sup>) calendar day prior to the date of expiration, serve written notice on the other party of a desire to modify, alter, negotiate, change or amend this Agreement. The parties may mutually agree to begin negotiations before the sixty (60) day notice provision.

The written notice referred to in this Section shall be given by certified mail and if given by the Employer, shall be addressed to the International Union of Operating Engineers, Local 547, 24270 W. Seven Mile Road, Detroit, Michigan 48219-1664, and if given by

the Association, shall be addressed to the Superintendent at 204 E. Muskegon Street, Cedar Springs, Michigan 49319, or at such other addresses as the parties may designate in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year designated above.

**BY THE BOARD OF EDUCATION**

**BY THE UNION**

\_\_\_\_\_  
President of the Board

\_\_\_\_\_  
IUOE Local 547 President

\_\_\_\_\_  
Secretary of the Board

\_\_\_\_\_

\_\_\_\_\_  
Superintendent

\_\_\_\_\_



**APPENDIX D**

**GRIEVANCE REPORT FORM**

Cedar Springs Public Schools

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

\_\_\_\_\_  
Name of Grievant      Building      Assignment      Date Filed

Date Cause of Grievance Occurred \_\_\_\_\_

**STEP 1**

Oral Procedure

A. Date of Oral Discussion with Immediate Supervisor or Designated Representative \_\_\_\_\_

B. Date of Oral Answer from Immediate Supervisor or Designated Representative \_\_\_\_\_

**STEP 2**

Written Procedure

A. Date Received \_\_\_\_\_

1. Statement Of Grievance and the facts giving rise to the complaint: \_\_\_\_\_

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

2. The Section or Sections of the Agreement in dispute. \_\_\_\_\_

\_\_\_\_\_

3. Relief Sought. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

B. Date Received By Immediate Supervisor or Designated Representative: \_\_\_\_\_

C. Disposition by Immediate Supervisor or Designated Representative \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

D. Position of Grievant and/or Union \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Step 3

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Union \_\_\_\_\_

\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Step 4

A. Date Received by Board of Education or Designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Union \_\_\_\_\_

\_\_\_\_\_.

Step 5

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_.

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date of Decision