



**MASTER AGREEMENT
BETWEEN
THE GRANDVILLE BOARD OF EDUCATION
AND
THE GRANDVILLE EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION
(KCEA, MEA , NEA)
2011-12 AND 2012-13**

**GRANDVILLE PUBLIC SCHOOLS
3839 PRAIRIE SW
GRANDVILLE, MICHIGAN 49418**

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AGREEMENT

This Agreement entered into this 1st day of July, 2011 by and between the Board of Education of the Grandville Public Schools, hereinafter called the "Board", and the Kent County Education Association/Michigan Education Association/National Education Association, hereinafter called the "Association," through its local affiliate the Grandville Educational Support Personnel Association.

PREAMBLE

WHEREAS, the Board of Education of the Grandville Public Schools has a statutory obligation pursuant to Michigan Statutes to bargain with the Association as the representative of its Transportation, Custodial and Maintenance, and Security personnel with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, both parties, following extended and deliberate negotiations, have reached certain understanding which they desire to memorialize,

NOW THEREFORE, in consideration of the following mutual covenants, the Board and the Association agree as follows:

ARTICLE I **RIGHTS OF THE BOARD OF EDUCATION**

A. Legal Rights and Authority

The Board of Education, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including, but without limiting, the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its employees, properties, and facilities.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications, the conditions of their dismissal or demotion, and to promote and transfer all such employees.

B. Limitation By Agreement

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE II **RECOGNITION**

A. Included and Excluded Employees

The Board of Education hereby recognizes the Association as the exclusive bargaining representative, as defined in applicable Michigan Statutes, for full-time and regular part-time transportation, custodial and maintenance, and security personnel, employed by the Grandville Public Schools, excluding all other school personnel.

1. Full-time custodial/maintenance employees are defined as employees working thirty (30) hours or more each week for the full calendar year. Regular part-time custodial/maintenance employees are defined as employees working twenty (20) hours or more for six (6) months or more of the full calendar year. Seasonal grounds employees and cleaner employees referenced in this Agreement are exempt from this provision.
2. Custodial/maintenance non-regular part-time employees, temporary employees, high school students, and employees hired under special federal or state funded training programs are exempted and excluded from this Agreement. Such employees shall not be used to reduce bargaining unit work. Non-regular part-time employees are defined as employees working less than twenty (20) hours per week. Temporary employees are defined as employees whose job or employment period is for three (3) months or less.

3. For transportation employees, full-time is defined as being scheduled to work thirty (30) hours or more per week for a full school year (up to 230 days). Regular part-time is defined as being scheduled to work at least thirty (30) hours per month for a full school year. All substitute drivers in the bargaining unit as of June 30, 2001, shall be grand-personed into the bargaining unit. Thereafter, substitutes shall not achieve membership status in the bargaining unit until they become eligible to bid on a regular run. Any regular full-time or part-time driver that chooses to return to substitute status shall forfeit all seniority and membership rights in the unit.
4. Full-time security employees are defined as employees working thirty (30) hours or more each week for the full school year. Regular part-time security employees are defined as employees working twenty (20) hours or more each week for the full school year.

B. Exclusive Bargaining Agent

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

ARTICLE III
EMPLOYEE RIGHTS

A. Right to Organize and Support Association

Pursuant to applicable Michigan Statutes, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive, or coerce an employee in the enjoyment of any rights conferred by the laws of Michigan or the Constitution of the State of Michigan and the United States. The Board will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities in the Association or collective negotiations with the Board, or his/her institution of any grievance under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Mediation

The Board specifically recognizes the right of its employees appropriately to involve the assistance of the State Labor Mediation Board or a mediator from a public agency.

C. Use of School Facilities

The Association and its members shall have the right to use a school building room for meetings, provided they meet the guidelines as set by the Board in the "Use of School Facilities" and the room has not been previously scheduled for other events, or other normally scheduled school events, and that the use of such room does not result in the payment of custodial overtime.

The Association may use School copy machines for most association business. The machines may not be used for any activities or actions that may have a negative effect on the Board. The association agrees to use the machines at times that shall not interfere with or disrupt normal school operations and may be assessed a reasonable fee for the cost of all materials and supplies incident to such use(s).

D. Public Information

The Board agrees to furnish any public information which may be necessary for the Association to process any grievance and bargaining.

E. Personnel Files

An employee will have the right to review the contents of his/her records, excluding initial references, of the School District pertaining to said employee, origination after the initial employment, and to have a representative of the Association accompany him/her in such review.

The employee will be notified if written communication(s) is/are placed in his/her personnel file.

If a Freedom of Information Act (FOIA) request is made for any information on any member of the bargaining unit, the Board or administrator representing the Board shall notify the affected employee(s) immediately. The Board shall release to the employees(s) names of all those requesting information under FOIA. The Board shall further

allow the employee(s) and the Association to review said documents or files prior to their release, and exclude from release all materials that are untimely, inappropriate, or are excluded under state and federal laws.

F. Complaints Against Employee

Complaints against an employee, if they are to be the basis for disciplinary action, shall be put in writing. In the event an employee is given a letter of reprimand and the employee feels that the letter of reprimand was unjust or unfair, he/she may put his/her objections in writing and have them attached to the letter of reprimand to be placed in his/her personnel file.

G. Use of School Mails

The Association may use the District's mailboxes for communication to Association members, provided it distributes the materials. A copy of each notice and each mass distribution shall be given to the administration at the time of posting or distribution.

H. Copies of Agreement

The Board agrees to provide a copy of this Agreement for each employee and fifteen (15) extra copies to the Association.

I. Just Cause

Employees who have completed their probationary period with the Board shall not be given a written reprimand, suspended without pay or terminated without reasonable and just cause.

J. Association Meetings

The Association shall be provided one hundred and twenty (120) hours per year of released time for its officers and representatives to attend conferences and other Association business. The employer shall cover the cost of the first forty (40) hours of said released time. Thereafter, the Association shall reimburse the Board one-half (1/2) the wage cost of such released time for use of any of the remaining eighty (80) hours at the member's current wage rate.

It is understood, however, that such released time shall not be used for organizing, encouraging, or participating in activities such as demonstrations, picketing, the interruption or disturbance of the continuous, normal education of children in other school districts, and/or to aide or abet any other school district on strike as defined under PA 336 (PERA). Application must be made to the employee's immediate supervisor via the building principal, if applicable. Advance notice of five (5) days or more shall be given to the employee's immediate supervisor except in cases of emergency; in such case, the request shall be submitted to the employee's immediate supervisor as soon as possible. At least one (1) member from each classification may be released at the same time. The District may restrict additional Association leave time from the same classification if substitutes are not available.

Each school year, the Association will be allowed up to one and one-half (1 1/2) hours of release time to schedule general membership meetings on days when students are not in attendance. The one and one-half (1 1/2) hours may be apportioned for not more than one (1) meeting per year. The date, time and place of the meetings shall be mutually arranged between the Board and the Association president. Any employees who are otherwise scheduled to work on the date and at the time of the meeting shall be released from their scheduled duties, without loss of pay, to attend the meetings, which shall include necessary travel time to and from their work sites.

K. Transportation of Medically Fragile Students

The Board shall reimburse, to those drivers who are required take a CPR instruction course, the cost upon successful completion of the course. If the training is not provided by the Board, per employee cost to the Board shall not exceed Sixty Dollars (\$60).

L. Work Environment

The Board agrees that all employees have the right to a safe and healthy environment in the workplace. All employees shall be treated with dignity and respect.

ARTICLE IV
AGENCY SHOP

A. Dues Deduction

Association dues will be deducted for each employee, who has on file with the Board, a written authorization permitting this deduction. The Board will remit these dues to the Union on a bi-weekly basis.

- B. Membership
Effective July 1, 1979, all regular part-time and full-time non-probationary employees shall either (1) become and/or remain members of the Association or (2) Pay the Association a representation fee in an amount attributable to the cost of collective bargaining and contract maintenance as certified by MEA/NEA. Membership dues and service charges may be paid by authorizing the Board to deduct such amounts from salaries as provided in Article IV, A. above.
- C. Refusal to Comply
It is expressly understood and agreed that the failure or refusal of any employee to comply with the requirements of this section constitutes reasonable and just cause for the dismissal of such employee. If any employee fails or refuses to comply with such requirements and the Association certifies such a fact to the Board, the Board shall, after giving the employee 90 calendar days notice, begin involuntary payroll deduction of such dues and assessments of the amount established by the Association. In the event the employee chooses to appeal such involuntary payroll deductions, no dues or assessments will be withheld until a final decision is rendered by an arbitrator, agency, or court of competent jurisdiction.
- D. Save Harmless
In the event the Board, acting on the request of the Association, involuntarily deducts dues and/or assessments, for failure to comply with these provisions, the Association shall indemnify the Board against any and all claims, demands, costs, suits, or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the Board for the purpose of complying with the provisions of this Agreement. The Association shall provide the legal counsel to defend the Board in such cases.
- E. Rights of Non-Members
Employees who elect to pay a service charge in lieu of joining the Association shall be afforded the same representation rights as are extended to Association members.

ARTICLE V
CONDITIONS OF EMPLOYMENT

- A. Extended Work Schedule - Custodial/Maintenance
An employee in each school may be responsible for opening and/or closing the building in accordance with his/her posted work schedule and may be responsible for accommodating activities which take place in the building other than during the hours included in his/her posted work schedule.
- B. Assignment of Duties - Custodial/Maintenance
Any employee, other than the above employee, who works on a regular schedule, regardless of the number of hours of his/her assignment, may be authorized to perform duties occurring during his/her hours of employment which usually belong to the above employee.

It is agreed that the district will have "right of assignment" for custodial personnel. In making its decision, the Board shall consult with the bargaining unit but reserves the right to assign staff based on the district's needs.
- C. Extra Duties - Custodial/Maintenance
If an employee is required by his/her supervisor to check his/her building on a weekend or holiday, a minimum of one (1) hour shall be paid at time and one-half for such duty when checking an elementary building.

If an employee is required by his/her supervisor to check the Middle School on a weekend or holiday, a minimum of one and one-half (1½) hours shall be paid at time and one-half for such duty.

If an employee is required by his/her supervisor to check the High School on a weekend or holiday, a minimum of two (2) hours shall be paid at time and one-half for such duty.

If an employee is required by his/her supervisor to come back to his/her building after he/she has left his/her normal working shift, he/she shall be paid time and one-half at a minimum of two (2) hours for such duty.

When an engineer is called after his/her regularly scheduled work hours for advice, he/she shall receive one (1) hour pay, or the actual time worked, whichever is more. Any additional calls or work required within the hour will not receive additional compensation. Time off in lieu of the hour pay may be assigned at the discretion, and direction of the supervisor within the same work week. If time is not given off, it will be paid at the appropriate rate.

D. Shift Schedule - Custodial/Maintenance and Security Personnel

The normal work day for custodians, maintenance, and security personnel is eight (8) hours per day. The normal work week is five (5) consecutive normal work days. Any work in excess of forty (40) hours per week, that is Monday through Friday, and is an extension either at the beginning or the ending of a normal work day, shall be paid at time and one-half for such work.

It is agreed that the Supervisor of Operations has the discretion to assign overtime hours to custodial staff. In an effort to reduce or eliminate hours, the Supervisor of Operations may assign unexpected and unplanned additional work hours to cleaners, which are considered part-time employees. Hours assigned to cleaners in this occasional circumstance do not count toward full-time status or benefits.

Overtime will be paid after forty (40) hours worked in a week. Holidays, jury duty, and deaths in immediate family will count as days/hours worked for computation of hours worked in a week. All other leaves will not count as hours worked, and shall be prorated against overtime hours as necessary. (Example--Person uses one day (8 hours) of sick time, then works four (4) hours on Saturday--person is paid forty (40) hours at straight time, then sick time is prorated to four (4) hours used.)

On occasion, employees are called into work outside of their normal schedule or after he/she has left his/her normal working shift, due to an emergency or unforeseen situation at one of the school buildings. Should this occur, he/she shall be paid time and one-half at a minimum of two (2) hours or the actual time required, whichever is greater. When this type of situation occurs, it is understood that the eligibility for overtime wages as addressed in the above paragraph does not apply.

All job assignments to custodial and security employees will come directly from the Operations/Transportation Supervisor. A fifteen (15) minute break period will be granted every 4 hours worked, following the Labor Laws. If the employee leaves the assigned building for the break period, the employee must swipe in and out on the time & attendance system.

E. Summer Work Schedule - Custodial/Maintenance

For summer months, a committee from the bargaining unit shall meet with the Operations/Transportation Supervisor to attempt to schedule a four (4) day work week for those employees who desire it and considering that all buildings will be covered for summer work and school programs. The normal weekly hours will be worked in four (4) days instead of five (5). Straight time (not time and one-half) will be paid for each of the hours worked as stated above.

F. Shift Schedule – Cleaner

The normal working schedule of a cleaner shall be less than six (6) hours per day, five (5) days per week. Cleaners may be requested to perform setup and breakdown tasks. Cleaners work year shall consist of two-hundred and five (205) days. If approved by the Superintendent, cleaners may work additional hours during the school year and summer months however, the additional hours may not be used for eligibility of benefits offered to full-time employees.

G. Snow Removal - Custodial/Maintenance

During the snow removal season, if the Grounds Department needs additional workers to remove snow or to salt the Board's drives, parking lots, or side walks, the Board may designate one (1) Maintenance employee as defined in Article XV regarding employee classification, to assist the Grounds Department in snow removal after working hours. The Board will try to fill this need on a voluntary basis. If more than one employee volunteers, the needed assistance will be offered to the most senior voluntary Maintenance employee. If there are no volunteers, then Maintenance employees shall be assigned on an annual rotational basis, with the least senior being assigned first. Said employees shall maintain his/her regular hourly rate of pay.

If a Grounds or Maintenance employee is requested by 3:30 p.m. to work the next day outside his/her normal working hours, the employee's schedule will be adjusted without additional compensation, working at the regular hourly rate of pay for the first eight hours providing the employee does not exceed forty (40) hours of time worked.

If the request is made after 3:30 p.m., the employee shall be compensated at time and one-half (1 ½) for the first two (2) hours worked without regard to the total number of hours worked in the week.

If any bargaining unit member other than a Grounds or the designated Maintenance employee is requested to remove snow before or after his/her normal working hours, the employee shall receive a minimum of two (2) hours pay or the actual time worked, whichever is greater, at the time and one-half (1 ½) rate without regard to the total number of hours worked in the week.

H. Vacancies

Custodial/Maintenance

The Board, in its attempt to find the best qualified person for a position, agrees that it is desirable, in filling vacancies in the bargaining unit, to do so by actively considering each request from within the bargaining unit. In making its decision, the Board shall use seniority and job related qualifications which shall remain consistent for each classification (i.e., II, III, Grounds, etc.). If qualifications are relatively equal and job performance evaluations are satisfactory, seniority shall be the deciding factor. However, the Board shall not be limited in its selection of personnel to permanently fill vacant positions to applicants from within the bargaining unit or to the persons temporarily assigned to such positions.

Whenever a vacancy in the bargaining unit arises or is anticipated, the Superintendent, or his/her designee, shall give not less than seven (7) days written notice (not including Saturday, Sunday, and legal holidays) to the Association President with the appropriate number of postings for each building before the position is filled. The job posting shall include the hours for the position. If a position's hours are changed by four (4) hours or more, it shall be reposted and filled through the vacancy process.

Nothing herein shall prevent the Board from making temporary assignments of personnel from within or outside of the custodial/maintenance staff.

Involuntary permanent transfers shall be avoided whenever practical.

An employee who voluntarily transfers (bids and is offered) from a position in which he/she is not currently employed to a maintenance, engineer, grounds, painter, truck driver, or custodial IV position shall be given a twenty (20) day working trial period during which the employee may return to his/her former position on request by either the transferred employee or the Board.

Cleaner

A cleaner employee shall have the right to apply for a vacancy, including full-time, that may open due to attrition or creation of a new position.

Security

The Board, in its attempt to find the best qualified person for a position, agrees that it is desirable, in filling vacancies in the bargaining unit, to do so by actively considering each request from within the bargaining unit. The Board shall use seniority and job-related qualifications in making its decision. If qualifications are relatively equal and job performance evaluations are satisfactory, seniority shall be the deciding factor. However, the Board shall not be limited in its selection of personnel to permanently fill vacant positions to applicants from within the bargaining unit or to the person(s) temporarily assigned to such positions.

Whenever a vacancy in the bargaining unit arises or is anticipated, the Superintendent, or his/her designee, shall give not less than seven (7) days written notice (not including Saturday, Sunday, and legal holidays) to the Association President with the appropriate number of postings for each building before the position is filled.

Nothing herein shall prevent the Board from making temporary assignments of personnel from within or outside of the security staff.

Involuntary permanent transfers shall be avoided whenever practical.

I. Transfers – Custodial/Maintenance

When a custodial/maintenance employee is advanced or transferred to a new position on a trial basis, he/she shall be placed at an appropriate wage scale of the salary schedule of that position. Such placement will be determined upon the recommendation of the immediate Supervisor and approval of the Assistant Superintendent for Human Resources on the basis of the employee's previous work experience, similarities of the work components of his/her previous classification with the new position, and similar considerations. Placement shall be to a step providing some wage increase and shall not cause a change in the employee's increment increase on the contract's anniversary date. If the employee is transferred back to a position in a lower classification, he/she shall also revert back to that wage scale.

J. Experience Credit - All Employees

A beginning or previous employee may be placed at an appropriate wage scale consistent with his/her previous work experience upon recommendation of the immediate Supervisor and approval of the Assistant Superintendent of Human Resources provided the Association is so informed.

K. Work Outside Classification – Custodial/Maintenance
If, for the good of the Board, in work scheduling, a custodial/maintenance employee is taken from his/her regular assignment for two (2) consecutive days (16 hours) or more, and given work in a higher classification, he/she shall be paid at the higher rate for hours worked out of his/her own classification. Such transfers will be voluntary when practical.

L. Probationary Period - All Employees
Probationary employees are entitled to holiday and sick leave allowances as stipulated in Article VI and IX and to the grievance procedure outlined in Article XIII.

After the conclusion of a satisfactory period of probation, all matters pertaining to benefits and to seniority will revert to the employee's initial day of service.

Custodial/Maintenance/Grounds

A unit employee beginning his/her first service with the Board shall be deemed to be in a probationary status. The probationary period shall be six (6) calendar months taken from and including the first day of employment. Within two (2) weeks of commencing employment, the employer will provide the Board and the unit with written notice identifying the last day of the probationary period.

If, at any time prior to the conclusion of the six (6) calendar months probationary period, the employee's work performance is of unacceptable quality, he/she may upon written recommendation of the Operations/Transportation Supervisor and the approval of the Assistant Superintendent for Human Resources, be subject to immediate dismissal. Under no circumstances will the Board's trial or probationary period be extended beyond the six (6) calendar months period.

Transportation/Security

A unit employee beginning his/her first service with the Board shall be deemed to be in a probationary status. The probationary period shall be for the first one hundred twenty-five (125) work days. Within two (2) weeks of commencing employment, the employer will provide the Board and the unit with written notice identifying the last day of the probationary period. If this date changes due to changes in the starting date of the school year, the Board shall provide an amended notice.

If at any time prior to the conclusion of the one hundred and twenty-five (125) work day probationary period, the employee's work performance is of unacceptable quality, he/she may, upon the recommendation of the immediate Supervisor and with the approval of Assistant Superintendent for Human Resources, be subject to immediate dismissal. Under no circumstances will the employee's trial or probationary period be extended beyond the one hundred twenty-five (125) work day period.

M. Job Description - All Employees
Each employee will be provided a copy of his/her job description. Such description shall provide the basis for job postings.

N. Spring Break – Custodial/Maintenance
Every reasonable effort will be made to schedule all custodial/maintenance employees for the day (first) shift during the spring break period recognizing, however, that certain K-12 activities may have to be scheduled during the second or third shift. Employees who work the first shift during the spring break period will be paid at the day (first) shift rate. Those working second or third shift will be paid the appropriate shift premium.

O. Extra Duty Stipend – Custodial/Maintenance
All custodial personnel that are regularly assigned the responsibility for pool and/or DEQ water testing, which may require coursework and/or licensure, shall be paid an annual stipend of \$250.00 in 2004-05 and \$300.00 in 2005-06 and beyond for said duties. The stipend shall be paid by June 1 of each year. In addition, the Board shall cover the cost of all coursework and licensing.

P. Route Openings

1. Qualifications

The Transportation Supervisor will determine who shall drive specific routes when openings occur. Several factors will be considered when assigning bus routes. These factors include but may not be limited to the following:

- a. The number and the overall behavior patterns of students on the routes.

- b. The ability of the bus driver to cope with the demands of the route.
- c. The desires of the bus driver.
- d. Handicaps (if any) of the students.
- e. Seniority with the Board when all other qualifications are determined equal by the Transportation Supervisor.

2. Annual Run Selection

- a. Bus routes will be posted and all drivers and all drivers will be notified of the Run Selection Date at least two (2) days prior to the selection date. The Run Selection Date shall be during the first week of October. Drivers will be able to appoint a one-person proxy if unable to attend on the Run Selection Date. The Transportation Supervisor, driver, and/or proxy will meet prior to the Run Selection to identify the routes the driver wishes to post for. The driver should list at least three (3) preferences in order of preference.
- b. If the driver has a last minute emergency, he/she must call the transportation office prior to the designated time for the run selection. The driver will ask the supervisor or her/his designee to select a run. The supervisor shall have sole discretion as to the validity of the emergency. A person who does not show or call for whatever reason for the run selection will only be able to pick runs left after the run selection process is complete.
- c. Each regular K-12 driver shall continue to drive the run closest to the driver's run from the previous school year through the Run Selection Date. Each regular K-12 driver shall commence driving the newly bid runs beginning the second week in October.
- d. The Director of Transportation will use the district owned software package to establish runs and run times for the school year. These times and runs will be updated during the month of September. Some adjustments may be necessary to account for local knowledge of road times that the software package would not take into account. (An example of this would be traffic flow around the high school on a school day morning.)

If a driver finds that the set run time does not truly reflect the actual time the run takes, he/she may request a review. The Director of Transportation and an Association representative will conduct the review.

This set run time will be the time that the driver is paid whenever that run is driven.

3. Openings During School Year

- a. K-12 Openings:
 - (1.) Route openings will be posted in K-12 drivers' and K-12 substitute drivers' mail boxes with a copy of the run placed on the drivers' bulletin board.
 - (2.) K-12 noon runs are only open for K-12 drivers.
 - (3.) When a route opening occurs during the school year, the opening will be posted in accordance with "a" above for two (2) work days. Once the original opening is filled, each opening thereafter will be posted for one and a half (1½) work days until all routes are filled.

4. Extra Trip Openings

Bus drivers are encouraged to drive extra trips. Field trips, athletic trips (see number 8), drownproofing, and advanced elementary classes are considered extra trips. The process by which drivers are selected for specific trips shall be as follows:

- a. At the beginning of the school year, the Transportation Supervisor or his/her designee shall list all drivers by his/her seniority with the Board. Any driver in the bargaining unit shall be eligible for field trips so long as said trip(s) shall not make the driver eligible for overtime compensation (work more than forty (40) hours in one week including regular route and substitute work) and/or the extra trip does not conflict with the driver's regular assignment. Substitutes outside of the bargaining unit shall be listed on a separate list

by hire date. Substitutes shall be eligible for extra trips by hire date, provided the trip has not been taken by a driver in the bargaining unit.

- b. Extra trips will be posted by number on the extra trip clipboard on Tuesday for trips for the following week.
- c. A driver wishing to drive for one or more extra trips should place the numbers of desired trips in preferential order by his/her name.
- d. Postings will be removed from the extra trip clipboard for assignment at 9:30 am on Friday.
- e. Assignments will be made by the Transportation Office in accordance with the Extra Trip Drivers' List. Extra trip slips (assignments) will be placed in mailboxes.
- f. Normally, assignments will be given to the bus driver highest on the Drivers' List if two or more drivers sign up for the same trip. However, a driver may not take more than one (1) trip per week, unless no one else signs up.
- g. If a driver is assigned an extra trip but becomes unavailable for that trip, he/she must contact the Transportation Office forty eight (48) hours in advance for trips scheduled Tuesday through Friday, or by 3:00 p.m. on Friday for trips on the following Monday. The office will reassign the trip.
- h. Extra trips cannot interfere with regular morning, noon, or afternoon bus runs. Extra trips can only interrupt a noon run with the permission of the Transportation Supervisor or his/her designee.
- i. Extra trips will be paid at the extra trip rate. All weekend extra trips shall include a paid pre-trip time of ten (10) minutes. If the Transportation Supervisor requests a driver to drive an extra trip because of an unusual or emergency situation, the pay rate may be adjusted as deemed necessary by the Supervisor.
- j. Rotation of the Extra Trip Drivers:
 - (1.) Preference for extra trip assignments will go on a rotational seniority basis through the Extra Trip Drivers' List.
 - (2.) Each week, drivers who take extra trips shall move to the bottom of the Extra Trip Driver's List. Drivers immediately below the least-senior driver assigned an extra trip the previous pay period, shall move by seniority to the top of the list immediately below any more senior driver(s) who may not have accepted an extra trip during the previous pay period(s).
 - (3.) If a driver does not bid on a trip, he/she will not lose priority on the rotation if a less senior driver requests and receives a trip.
 - (4.) Also, if the trip is canceled or the driver cannot fulfill the assignment and has given the required notice in 7. above, the driver shall remain in his/her place on the original rotation. Trip assignments for multiple buses (i.e. trip needs 4 buses: 1/4; 2/4; 3/4; 4/4) will occur as follows: After assignments are made and a trip does not require the number of buses requested, the last driver assigned will lose trip regardless of seniority, since assignment was based on field trip rotation. The driver that loses the trip will not be displaced on the rotation schedule.
 - (5.) When the last driver on the list has had an opportunity to select, the rotation shall again return to the top of the seniority list.

5. Field Trip Cancellations

If a field trip is cancelled at least two (2) hours in advance of departure, and the driver is notified at least (2) hours prior to departure, the driver will not be paid for the trip. However, the driver will be placed back on the original rotation per paragraph II(D)(7) of this Addendum.

If a field trip is canceled due to an "Act of God" the driver will be paid for two (2) hours and if the trip is rescheduled within the same week, the driver will be assigned to the rescheduled trip. If however, the trip is rescheduled in a different week the driver will be paid two (2) hours and will go back on the original rotation per paragraph II(D)(7) of this Addendum.

If a field trip is cancelled less than two (2) hours before departure, the driver will be paid for the full trip, and for rotation purposes, will be considered to have taken the trip.

6. Open Noon Runs

If the regular driver who holds a noon run is absent from work, drivers who do not already hold a noon run, shall be eligible for the vacant run on a weekly rotational basis applied in the same manner as the Extra Trip Rotation in II(D)(10)(b) of this Addendum.

7. Blue Slips

The selection for a driver on the blue slips will be based on the current week field trip rotation. A regular driver can sign up for a blue slip trip, as long as there is not conflict with regular run or existing trip (if the driver has one scheduled) normal rotation will occur.

Q IMAGE Transportation

1. In the morning, these runs go to the drivers that are the last to drop off students at the school from which students will be transported. If more than one driver drops off students last at the same time, the run goes to the driver with the most seniority.
2. In the afternoon, these runs are assigned to the drivers in the manner which is most cost effective to the school district. If all factors are equal, seniority determines who will drive the run.
3. Noon IMAGE students will be transported by the kindergarten bus(es) that transport to the school where IMAGE students are taught. If there is more than one driver transporting kindergarten students at the same time, the run is assigned to the driver with the most seniority.

R. Trainers

The employer will provide two (2) or more trainer positions, as necessary (number to be determined by Transportation Supervisor). Positions will be posted internally, as well as externally. Preference will be given to internal candidates, but the Transportation Supervisor shall make the final selection. The Transportation Supervisor will rotate trainers' time whenever possible in an attempt to equalize their extra compensation. Qualifications will include the applicant's self-direction, attendance, communication skills, organization skills, and driving skills. The applicant must successfully complete the following prior to employment as a trainer:

1. A CDL road test
2. The DOT physical requirements
3. A physical agility test developed by the Transportation Supervisor
4. A Beginning Driving class within six (6) months of employment as a trainer. Failure to either take the class or pass it successfully even after employment as a trainer will nullify the appointment.
 - a. If all qualifications are equal, seniority will determine who is selected.

S. DOT Drug Testing

All drivers will be paid their regular hourly rate of pay for any time spent for DOT drug testing required by law.

T. Camera's On Buses

Cameras on buses shall not be used in the evaluation of drivers, unless mutually agreed to by both parties. Cameras shall be used for the primary purpose of maintaining student discipline on the bus.

U. Work Related Training

A joint Association/Administration committee will be established to identify and develop work-related training opportunities and classes for bargaining unit members. GESPA will appoint its own representative to said committee.

V. Reimbursements

1. A New Driver Training: New drivers may, and in most cases, will be required to take new driver road training. Stipend of between \$50 and \$170 shall be paid by the Board at the successful conclusion of 60 calendar days. Reimbursement shall be as follows:
 - a. Veteran bus driver new to the Grandville district normally needing less than five (5) hours training -- \$50.

- b. Driver needing five (5) to ten (10) hours training, such as person who may have had a CDL, but hasn't driven for two (2) or three (3) years -- \$90.
- c. Driver needing eleven (11) to fifteen (15) hours of training -- \$130.
- d. Driver needing sixteen (16) or more hours -- \$170.

New drivers riding with veteran drivers at the request of the Operations/Transportation/Supervisor as part of their observation training shall be paid the extra trip rate up to twelve (12) hours.

Veteran Driver Training: A veteran driver who may be required because of accidents, citations, or medical reasons shall receive up to two (2) hours of road training with the Board paying the trainer. The driver may be required to pay for a road test at the conclusion of the retraining.

Veteran drivers will be paid for up to two (2) hours for training that may be required for accidents, citations, or medical reasons at the driver's hourly wage

- 3. Reimbursement for CDL Requirements: Veteran drivers in the current employment of the Board will be reimbursed each time they renew their CDL license.

Drivers new to the Board will purchase their CDL license. At the successful conclusion of sixty (60) calendar days, they will be reimbursed for the cost of the CDL license. Should any driver fail the road test, he/she shall pay for any additional road tests.

Drivers new to the Board who already have their CDL license shall not be reimbursed for the cost of the license.

- 4. Reimbursement for Physicals: Veteran and new drivers must have their physicals at the facility determined by the Operations/Transportation Supervisor. The cost of the physicals will be paid by the Board.

Should a driver (veteran or new) have a correctable medical problem and fail the physical, the driver will be responsible for the cost of additional physicals. Correctable medical problems may include, but not be limited to, such things as a driver's failure to take prescribed high blood pressure medication, failure to follow diabetes prescriptions and other such problems which result in failure of the physical. The Operations/Transportation Supervisor shall discuss such failures with the driver. The Supervisor shall determine who shall pay for the cost of the additional physicals.

ARTICLE VI
VACATIONS AND HOLIDAYS

Transportation and security employees do not earn paid vacation time and are not eligible for paid vacation leave.

A. General Conditions - Custodial/Maintenance

- 1. Vacation time is earned and computed on a yearly basis (June 1 of each year).
- 2. Vacation earned during any year (June 1 through May 31) must be taken during and before the end of the following year.
- 3. Arrangements for vacations must be made with and approved by the Building and Grounds Supervisor, in advance. If more employees want a certain vacation period than can be spared at that time, preference may be given to the employee with the longest period of service.
- 4. Vacation time is to be paid at the employee's normal rate.
- 5. Vacation allowance shall not be accumulated from one fiscal year to the next.
- 6. Upon termination of an employee's service, any allowable earned unused vacation shall be paid to the employee. It is understood that any extra days of vacation which are a result of Section D.3.a. and D.3.b. shall be allowable and shall be payable upon termination of employment.

7. Vacation days will be calculated on the basis of the employees normal work day. (e.g., an eight (8) hour day equals an (8) hour vacation day, a four (4) hour work day equals a four (4) hour vacation day).

B. Requests for Vacations - Custodial/Maintenance

1. Vacations must be arranged in advance and shall be scheduled according to the employee's seniority. Vacations are to be arranged and approved with the Operations/Transportation Supervisor.
2. The supervisor shall give vacation request forms to the employees by April 15. The employees shall return the completed forms to the supervisor by May 1. The supervisor shall post the vacation assignments by June 1. Requests for vacation made after the above procedure is used, shall be made on a first come, first served basis rather than on a seniority basis.
3. Should the employee's vacation include one of the holidays listed below in this Article, equivalent additional vacation time will be granted to compensate for the holiday.

C. Length of Vacations - Custodial/Maintenance

1. After:	
3 months of continuous employment or major part thereof	= 3 days
6 months of continuous employment or major part thereof	= 4 days
8 months of continuous employment or major part thereof	= 5 days
10 months of continuous employment or major part thereof	= 6 days
1 year of continuous employment or major part thereof	= 7 days
1 year 3 months of continuous employment or major part thereof	= 8 days
1 year 6 months of continuous employment or major part thereof	= 9 days
1 year 8 months or continuous employment or major part thereof	= 10 days
1 year 10 months of continuous employment or major part thereof	= 11 days
2 years of continuous employment or major part thereof	= 12 days
3 - 4 years	= 13 days
5 years	= 14 days
6 years	= 15 days
7 years	= 16 days
8 years	= 17 days
9 years	= 18 days
10 years	= 19 days
11 years	= 20 days
12 years	= 21 days
13 years	= 22 days
14 years	= 23 days
15 years	= 24 days
20 years	= 25 days

Length of Vacations - Custodial/Maintenance Effective June 1, 2012

1. After:	<u>Maintenance</u>	<u>Custodial</u>
3 months of continuous employment or major part thereof	3 days	0 days
6 months of continuous employment or major part thereof	4 days	0 days
8 months of continuous employment or major part thereof	5 days	0 days
10 months of continuous employment or major part thereof	6 days	1 day
1 year of continuous employment or major part thereof	7 days	2 days
1 year 3 months of continuous employment or major part thereof	8 days	3 days
1 year 6 months of continuous employment or major part thereof	9 days	4 days
1 year 8 months or continuous employment or major part thereof	10 days	5 days
1 year 10 months of continuous employment or major part thereof	11 days	6 days
2 years of continuous employment or major part thereof	12 days	7 days
3 - 4 years	13 days	8 days
5 years	14 days	9 days
6 years	15 days	10 days
7 years	16 days	11 days
8 years	17 days	12 days
9 years	18 days	13 days
10 years	19 days	14 days
11 years	20 days	15 days
12 years	21 days	16 days

13 years	22 days	17 days
14 years	23 days	18 days
15 years	24 days	19 days
20 years	25 days	20 days

2. In the first six (6) years of employment, the employee may take up to five (5) earned vacation days during the school year, subject to the guidelines as follows. After six (6) years of continuous employment, the employee may take any of his/her earned vacation, which is over 14 days, during the school year, as long as no more than one employee is gone in any one week. Any employee may take vacation during Christmas and Spring break upon approval of the Operations/Transportation Supervisor. No vacation may be used during the week prior to the start of school and the first week of school each year by custodial personnel, unless there are extenuating circumstances.

Length of Vacations – Cleaner

After six (6) months of continuous employment or major part thereof = 5 days
(based on their current hours per day)

D. Holidays – All Employees

1. In order for a new or beginning custodial/maintenance, security or transportation employee to be eligible for holiday pay, he/she must have been employed and worked twenty (20) or more work days prior to the paid holiday.
2. To qualify for holiday pay all custodial/maintenance, security, and transportation employees shall complete the last scheduled work day prior to the holiday and commence work at the scheduled time on the next regularly scheduled work day after the holiday. This requirement may be waived in the event an employee is unable to work the work day before or after the holiday because he/she is on a paid leave day.
3. Custodial/maintenance employees will be paid, but not required to work, on the following holidays: July 4, Labor Day, Thanksgiving Day, the day before Christmas, Christmas Day, the day before New Year's Day, New Year's Day, Memorial Day, and the last day of spring break.

- a. If the holiday falls on a Saturday, the Friday preceding will be the designated holiday. If the holiday falls on a Sunday, the following Monday will be the designated holiday
- b. The day after Thanksgiving will be considered a holiday unless it is deemed by the Board of Education and/or the Administrative Staff to be in the best interest of the school district to work that day. Should it be deemed necessary to work that day, each employee required to work that day will be entitled to one extra day of vacation with pay.

Cleaner employees will be paid but not required to work on the following holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day.

4. Transportation employees, who are regularly scheduled to work the full school year and who have worked in a regular assignment a minimum of twenty (20) consecutive work days prior to the holiday, shall receive pay for the number of hours normally scheduled for the following holidays:

- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Memorial Day
- July 4th (for drivers scheduled to work that week See, b) below.)

- a. Drivers must work their regularly scheduled daily runs immediately before and after the holiday to be eligible. Labor Day shall be the only exception. All regularly scheduled drivers with established routes will be paid for Labor Day.
- b. July 4th Holiday
 - 1) Drivers who are scheduled to work two hundred thirty (230) days shall be paid for the July 4th holiday.

- 2) Drivers who are scheduled to work a summer program, (i.e., KEC, KVO), shall be paid for the July 4th holiday.
 - 3) A driver who substitutes for a summer program driver and is scheduled to work the week before and the day after the July 4th holiday shall be paid the July 4th holiday.
 - 4) Substitute drivers must be scheduled to work twenty (20) consecutive work days prior to the July 4th holiday and the day after to be eligible to be paid for the July 4th holiday.
5. Security employees will be paid, but not required to work, on the following holidays:
- | | |
|------------------------|---------------|
| Labor Day | Christmas Day |
| Thanksgiving Day | New Years Eve |
| Day after Thanksgiving | New Years Day |
| Christmas Eve | Memorial Day |

**ARTICLE VII
LEGAL PROTECTION**

A. Assault

Any case of assault upon an Association employee due to his/her employment shall be promptly reported to the Board, or its designated representative. The Board shall provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

B. Civil Action

If a civil lawsuit is instituted by a member of the bargaining unit as a result of an assault by a student or member of the public, the Board shall cooperate with the employee to the extent legally permitted if the lawsuit involves:

1. An action taken by the employee while on duty.
2. The employee was following Board policy when taking the action
3. The employee is not suing the Board or co-employees.

C. Legal Assistance

If an employee in the bargaining unit is civilly sued as the result of an altercation with a student or member of the public while working for, the Board shall render reasonable legal assistance to defend the employee if the employee:

1. Acted prudently and reasonably
2. Was deemed to be acting within the scope of Board rules, regulations, and policy by the Administrative staff.

D. Legal Assistance Limitations

Reasonable legal assistance shall be interpreted as providing legal services to defend the employee in his/her rights, including appeal, provided the employee does not otherwise have paid legal counsel available. The attorney for the Board shall advise the Board how to proceed based on the merits of the case.

E. Vandalism

The Board shall cover the cost of the employee's auto insurance deductible up to \$250 if the vandalism occurs to his/her vehicle on school property in retaliation to action properly taken by the employee within the scope of his/her duties. It is necessary for the employee to file a police report in order to receive the reimbursement.

**ARTICLE VIII
INSURANCE, CLOTHING, TRAINING, AND MILEAGE ALLOWANCE**

A. Insurance Coverage – Custodial Maintenance

1. Effective January 1, 1994, the Board will provide custodial/maintenance employees a comprehensive health, dental, long term disability, vision, and life insurance program under MESSA-PAK summarized as follows. The bargaining unit member will contribute ten percent (10%) the cost of the MESSA-PAK A containing MESSA Choices II as the health insurance option and ten percent (10%) towards the cost of MESSA-PAK B through the period beginning-July 1, 2011 and ending June 30, 2012. The bargaining unit member will contribute fifteen percent (15%) the cost of the MESSA-PAK A containing MESSA Choices II as the health insurance option and fifteen percent (15%) towards the cost of MESSA-PAK B through the period beginning July 1, 2012 and ending June 30, 2013.
2. This contract shall be re-opened in the second year to evaluate only health insurance plan options.

Beginning in the 2011-12 school year, the parties agree to move to the MESSA Rx Saver (\$10/\$40) prescription drug plan. In the 2011-12 and 2012-13 school years staff shall be responsible for the first \$275 out of pocket prescription drug expenditures each school year. Once the aforementioned deductible is met, the staff member shall provide copies of all receipts for the school year (names of drug shall be retracted for privacy reasons) establishing the out of pocket expenditure. Reimbursements shall occur quarterly on the following schedule:

<u>Receipts submitted by:</u>	<u>Reimbursement paid by:</u>
November 30	December 30
February 28	March 30
May 30	June 30
August 30	September 30

The District shall not pay retroactively for receipts submitted after October 1 for expenses incurred for the previous contractual year. The contractual year for prescription drug deductible purposes shall be September 1 through August 30. The district maximum payout for the GEA and GESPA groups is \$100,000.

Regular part-time custodial/maintenance employees are eligible, on the basis of the conditions and terms of the various insurance coverage's, for one-half the amount of the premiums towards the MESSA-PAK benefits provided a full-year employee.

Custodial/Maintenance

Plan A Health	For employees electing health insurance - MESSA CHOICES II MESSA CHOICES II \$200/\$400 deductible (\$400/\$800 out of network) and a Rx Saver (\$10/\$40) prescription card beginning September 1, 2011.
Long Term Disability	70% \$5,500 Maximum 60 Calendar days – modified fill Freeze on offsets Alcoholism/drug addiction and Mental/nervous same as any other illness COLA
Delta Dental Negotiated Life Vision	100/70 (Class I & II at \$1,500) no ortho \$35,000 AD&D and an additional \$5,000 Life and AD&D – MESSA PAK A VSP-3

2. **Transportation/Security**

The Board will provide full-time transportation employees a comprehensive health insurance program under MESSA-PAK. The bargaining unit member will contribute ten percent (10%) toward the cost of the MESSA Choices as the health insurance option beginning July 1, 2011 and ending June 30, 2012. The bargaining unit member will contribute fifteen percent (15%) the cost of the MESSA Choices II as the health insurance option through the period beginning July 1, 2012 and ending June 30, 2013.

Insurance eligibility for full-time security guards shall be based on regularly scheduled hours of six (6) or more hours per day (30 hours per week).

Eligibility for full-time driver benefits will be determined on the third (3rd) Monday of October and February. Regularly scheduled hours of six (6) hours per day shall equal full-time status for transportation staff employed prior to July 1, 2011. Regularly scheduled hours of seven and one-half (7 ½) hours per day shall equal full-time status for transportation staff employed after July 1, 2011.

Any driver that has a regular Two transportation/food service employees are grandpersoned under the following language: full-time assignment (8 hours per day) within two or more bargaining units for a minimum of two (2) years shall be eligible for the insurance benefit options outlined in this Agreement. Insurance benefits shall become effective on November 1 and March 1. Beginning July 1, 2011, the language in the prior two sentences is eliminated. Any member of the bargaining unit desiring additional hours, may pick up additional hours in any bargaining unit other than their current classification, without going into overtime. Additional hours earned in other classifications or bargaining units will not make them eligible for benefits.

The Board shall provide for all drivers in the bargaining unit (including grand-personed substitutes) a life insurance benefit in the amount of \$10,000.

B. Option Group

1. Custodial/Maintenance

The MESSA-PAK plan provides an option group plan (Plan B) and will include all custodial/maintenance employees who are not electing health care protection under the terms and conditions of this Master Agreement.

In addition, the Board will provide to each custodial/maintenance employee who elects not to receive the health insurance protection under Plan A, an amount equal to 80% of the single subscriber premium for MESSA-Super Care I.

<u>PLAN B</u>	<u>For employees not electing health insurance</u>
Delta Dental	100/70 (Class I & II at \$1,500) no orthodontic
Vision	VSP-3
Negotiated Life	\$35,000 AD&D
Long Term Disability	70% \$5,500 maximum 60 calendar days - modified fill Freeze on offsets Alcoholism/drug addiction and Mental/nervous same as any other illness COLA

2. Cleaner employees may select two (2) out of the following four (4) options:

- Dental The Board will provide for cleaner employees working at least twenty (20) hours but less than thirty (30) hours per week and their dependents, the district's self-insured dental coverage.
- Vision The Board will provide for cleaner employees working at least twenty (20) hours but less than thirty (30) hours per week and their dependents, the district's self-insured vision coverage.
- Life The Board will provide for cleaner employees working at least twenty (20) hours but less than thirty (30) hours per week \$15,000 life insurance with AD&D.
- Cash in lieu of insurance at \$100 per month worked

3. Transportation and Security

Transportation and security guards eligible for Board payment toward health insurance, who do not elect coverage will be entitled to receive any of the two following benefits:

Dental	50/70 plan
Vision	equal to VSP II
Life	\$15,000 term
Flex	\$200 in 2009-10 and 2010-11 for each month worked

All drivers will be allowed access to the flexible benefit plan to cover out-of-pocket medical, child care, and/or elder care expenses with pre-tax dollars as outlined in the summary plan description.

C. Health Care Information & Status Form

In order to enable the Human Resources Office to accurately compute the proper health care contribution for each eligible employee and to keep its records up to date, each such employee will be required on an annual basis prior to the beginning of each school year, to accurately complete and promptly return a health care information and status form sent out by the Human Resources Office. The employee shall keep the Human Resources Office informed and up to date on any changes occurring during the remainder of the year which would change the amount of his/her monthly contribution.

D. Orthodontics

The Board will provide custodial/maintenance employees a self-insured orthodontic program for dependent children under the following guidelines:

1. Definition

Orthodontic Procedure: Movement of teeth by means of active appliances to correct the position of maloccluded or malpositioned teeth.

Orthodontic Treatment Plan: A dentist's report on a form satisfactory to the Board, which (1) provides a classification of the malocclusion or malposition, (2) recommends and describes necessary treatment by orthodontic procedures, (3) estimates the duration over which treatment will be completed, (4) estimates the total charge for such treatment, and (5) is accompanied by cephalometric x-rays, study models, and such other supporting evidence as the Board may reasonably require.

Covered Dependent: A son or daughter under the age of 19, where the sponsoring employee contributes to more than one-half of the cost of support of the child.

Eligible Sponsoring Employee: A custodial/maintenance employee of the Board who is represented by the Kent County Education Association and covered by the Master Agreement.

2. Eligible Charges

These are the charges actually made to the employee for services and supplies furnished a covered Dependent in connection with an orthodontic procedure subject to any limitations below or exclusions under Section D.4. (Charges Not Covered).

The total eligible charges scheduled to be made in accordance with an Orthodontic Treatment Plan shall be considered to be made in equal quarterly installments over a period of time equal to the estimated duration of the Orthodontic Treatment Plan. The first installment shall be made at the end of the three month period following initial placement of orthodontic appliances and subsequent installments shall be made at the end of each three month period thereafter.

- a. overbite or overjet of at least four millimeters,
- b. maxillary (upper) and mandibular (lower) arches in either protrusive or retrusive relation of at least one cusp, and
- c. cross bite

3. Benefits

Payable for: The eligible charges incurred in connection with an orthodontic procedure performed on an Eligible Dependent.

Conditions for Benefit: The charges are incurred during a three month period, referred to in Section D.2. (Eligible Charges) which commences while the person is an Eligible Sponsoring Employee and after July 1, 1990.

Amount Payable: Fifty percent (50%) of the cost of Eligible Charges not to exceed \$500 per calendar year and a lifetime maximum of \$1,000 per eligible Covered Dependent for those with MESSA-PAK A. For those with MESSA-PAK B, eligible charges cannot exceed \$750 per calendar year or \$1,500 lifetime. Calendar year is defined as the period from January 1 of any one year to December 31 of the same year, date inclusive.

4. Charges Not Covered

- a. Any charges for an orthodontic procedure in connection with which an active appliance has been installed prior to the first day on which the person became a Covered Dependent or before July 1, 1990. Except that charges for office calls after July 1, 1990, for monitoring progress, making adjustments of appliances, changes in appliances, removal of appliances and/or checkups to insure corrective procedures are maintained shall be covered.
- b. Any charges for services performed by;
 - (1.) an agency of the U.S. Government unless payment is legally required.
 - (2.) a non-dentist, unless such service is performed by a licensed dental hygienist under the supervision of a dentist or is for an x-ray ordered by a dentist.
 - (3.) a dentist who resides in the same household with the employee or who is a member of the employee's immediate family (i.e., children or spouse) where charges are normally not made.

- c. Any charges for procedures or appliances which are for strictly cosmetic reasons or for work deemed not necessary by the attending dentist.
 - d. Any charges covered by Workers' Compensation.
 - e. Any charges for lost or stolen appliances.
5. Coordination of Benefits
When the employee's eligible dependent is covered by other insurance, the employee shall not receive benefits and/or reimbursement for orthodontic expenses in excess of 100 percent of the total cost.

E. Uniforms - Custodial/Maintenance

1. The Board shall annually provide uniforms to each full-time non-probationary custodial/maintenance employee as follows:
 - a. Custodial employees shall have the choice of either three (3) full uniforms or five (5) shirts. Each employee shall be required to wear the employer-provided shirt. Beginning with the 2001-02 school year, a joint Association/Administration Committee shall be formed to develop a "choice" plan that permits employees to choose from a variety of uniform elements (of equal value), i.e. shirts, pants, jackets, boots, etc., as needed, in lieu of and in the event that the employee does not need the uniform allotment detailed above. Each party shall appoint its own representatives to the committee.
 - b. Maintenance/grounds employees shall have the choice of a) four (4) full uniforms or b) five (5) shirts. Every third year, employees shall have the option of selecting three (3) full uniforms and either a Carhartt-style jacket or bibs in lieu of a) or b) above. Each employee shall be required to wear the employer-provided shirt.
 - c. Any wearing apparel, other than currently purchased uniforms, worn by an employee during working hours must be approved by the Board.
 - d. The Board will provide one set of steel toed safety shoes per year for each employee where such safety shoes are required by MIOSHA regulations.
2. The Board will order such uniforms, insofar as practical, in time for the beginning of the new school year (September 1). The Board will provide and order one set of steel toed safety shoes per year for each employee, where such safety shoes are required by MIOSHA regulations, insofar as practical, in time for the beginning of the new school year (September 1). The Association and/or any employee interested in giving any suggestions and/or information to the Board regarding the selection of uniforms should do so by July 1.
3. In so far as practical, uniforms furnished to males and females will be comparable in cost.
4. The Board shall provide each full-time probationary custodial/maintenance employee with three (3) shirts. Each employee shall be required to wear the employer-provided shirt. Additional wearing apparel worn by such an employee must be approved by the Board. Such an employee shall receive the non-probationary uniform allowance as specified in paragraphs 1(a) or 1(b) above when uniforms are furnished for custodial/maintenance employees in the following year.
5. Regular part-time custodial/maintenance employees are eligible, on the basis of the conditions and terms stated above, for one uniform per year.
6. The Board will provide one pair of eye protection devices per year where such eye protection is required by law or established safety standards. Requests for prescription safety glasses will be directed to the Building and Grounds Supervisor and will be considered on an individual basis.

F. Uniforms – Cleaners

1. Cleaner employees shall have the choice of either two (2) full uniforms or three (3) shirts. Each employee shall be required to wear the employer-provided shirt.

G. Uniforms - Transportation

The Board shall provide to each transportation non-probationary employee the choice of a spring jacket,

winter jacket, hoodies, vest, shirt or like clothing not to exceed \$75 every three (3) years of active employment. Apparel will be ordered, in so far as practical, in time for the beginning of the new school year (September 1). After the probationary period is successfully satisfied, the employee may order apparel.

Each school year a joint Association/Administrative Committee shall be formed to develop a choice plan that permits employees to choose from a variety of jackets, shirts, hoodies, vests and like clothing. Each party shall appoint its own representative to the committee. All apparel will have the Grandville Public Schools name on it.

H. Uniforms / Security

The Board shall annually provide each security guard with five (5) shirts and an identifying security badge. The employee shall be required to wear the employer-provided shirts. In addition, every three (3) years, the Board shall provide a jacket for security guards whose job responsibilities include outside security. Rain gear shall also be made available by the Board for outside security guards.

I. Travel Reimbursement - Custodial/Maintenance

Travel for custodial/maintenance employees from the first building or job assignment of each day to the last building or job assignment of each day shall be compensated in accordance with the current IRS rate.

J. Professional Development – All Employees

A joint Association/Board committee will be established to identify and develop work-related training opportunities and classes for bargaining unit members. GESPA will appoint its own representatives to said committee.

**ARTICLE IX
LEAVE FROM DUTY PROVISIONS**

A. Family Leave Act

The leave provisions of the Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act. Employees may take up to twelve (12) weeks of unpaid leave in accordance with the Act, and its regulations, for the birth, adoption, or foster care of a child, or for serious medical conditions affecting themselves or their immediate family (spouse, child, parent), as defined in the Act. All such leave shall run concurrently with, and not in addition to, any other applicable leave granted in this Agreement. (Additional provisions within the Act may apply.)

“Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:

- a. any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility;
- b. any period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or
- c. continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days, and for prenatal care.

To be eligible for FMLA benefits, an employee must have worked for the employer for a total of at least 12 months and have worked at least 1,250 hours over the previous 12 months.

Under some circumstances, employees may take FMLA leave intermittently, which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule. If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the employer’s approval.

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave. In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

Upon return from FMLA leave, an employee must be restored to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. In addition, an employee’s use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave.

Employees seeking to use FMLA leave may be required to provide a 30-day advance notice of the need to take FMLA leave when the need is foreseeable, and medical certifications supporting the need for leave due to a serious health condition affecting the employee or an immediate family member.

B. Accumulation Rate

Custodial/Maintenance

1. Custodial/maintenance employees shall be granted (prorated share) one day leave from duty for each full calendar month worked. Leave available and accumulated under this policy may be used as needed for illness or injury without deduction from salary.
2. Custodial/maintenance employees may accumulate a maximum of 140 days of leave in 2005-06 and beyond. All of the above described days of allowable leave (including emergency leave) will be charged against the employee's accumulated leave with the exception of leave provided under Section D and E.

3. Cleaner

Cleaner employees shall be granted one-half day leave from duty for each full calendar month worked. Leave available and accumulated under this policy may be used as needed for illness or injury without deduction from salary.

Transportation

4. Transportation employees (including grand-personed substitutes) shall earn nine (9) days per year for illness or injury. Beginning with the 2003-04 school year, such days shall be earned at the rate of one (1) day per each full calendar month worked. Such days may be accumulated to ninety-two (92) days in 2006-07 and beyond.

Security

5. Security guards shall earn and have available for their use nine (9) days per year for illness or injury. Beginning with the 2003-04 school year, such days shall be earned at the rate of one (1) day per each full calendar month worked. Such days may be accumulated to forty-eight (48) days in 2006-07 and beyond

C. Use of Leave

1. Custodial/maintenance, security, and transportation employees shall operate under the following provisions:

Leave available and accumulated under this policy may be used for the following reasons without deduction from salary as follows:

Illness or injury in immediate family - Up to 10 days/year

Each funeral (depending on distance) - 1/2 day for funeral up to 30 miles one way

1 day for funeral over 30 miles one way

(Maximum 2 days year)

- a. Immediate family is defined as spouse, parents, grandparents, grandchildren, father-in-law, mother-in-law, child, brother, sister, stepchild, or foster child.

- b. An employee may request special consideration for an absence not allowed herein by filing a request with their Supervisor. He/She shall consult with the appropriate administrative personnel before deciding the matter.

D. Death in Immediate Family

A custodial/maintenance employee, or full-time or regular part-time transportation (including grand-personed substitute) or security employee, who has worked continuously for one or more years for the Board will be allowed up to a maximum of five (5) days of leave from duty, with pay, for each death in immediate family. Such days of leave from duty will not be chargeable to leave accumulated under the provisions of this Article. A cleaner employee who has worked continuously for one or more years for the Board will be allowed up to a maximum of three (3) days of leave from duty with pay for each death in immediate family.

E. Personal Leave

The intent of the leave from duty policy is to make it possible for employees to be absent for legitimate purposes without a deduction from salary. Abuse of this benefit by an employee may be cause for disciplinary action.

At the beginning of each school year, each custodian/maintenance, transportation and security employee shall be credited with two (2) days to be used for personal leave without loss of salary. A Personal Leave Day (PLD) may be used for any purpose at the discretion of the bargaining unit member except that such days shall not be used for the purpose of extending a holiday or vacation period, to render employment to others, to engage in union or Association activities, or to engage in activities in the Grand Rapids metropolitan area which may have a negative impact on the school district. The current practice of verifying the need for the use of a personal day before or after a holiday or vacation period shall continue.

At the beginning of each school year, each cleaner employee shall be credited with one (1) day to be used for personal leave without loss of salary.

An Association member planning to use a Personal Leave Day shall notify his/her supervisor at least five (5) days in advance, except in cases of emergency, by completing the Notification/Request for Leave Form. The bargaining unit member shall be notified within 48 hours if the requested leave time has been approved/disapproved. The use of Personal Leave days may be restricted by a lack of availability of substitutes. Back-to-back Personal Days cannot be used by any individual unless approved in advance by the Assistant Superintendent for Human Resources at his/her discretion.

If a custodial/maintenance employee is unable to report for work due to inclement weather, he/she may use one of his/her personal leave days, provided he/she still has leave available.

F. Sick Leave Bank - Custodial/Maintenance

A sick leave bank for custodial/maintenance employees will be established beginning in the 1998-99 fiscal year consisting of a total of two (2) days contributed per bargaining unit member. Days shall be credited at the beginning of each school year. Beginning with the 2001-02 fiscal year, all newly hired employees shall contribute two (2) days to the bank over the course of their first (1st) year of employment. Unused days remaining in the sick leave bank at the end of the year will accumulate for the following year. At the beginning of each fiscal year, bargaining unit members shall contribute enough sick leave days to bring the bank back to a balance of two (2) days per bargaining unit member in increments of ½, 1, 1½, or 2 days.

In the event the sick leave bank were depleted of all days during one fiscal year, individual bargaining unit members may contribute up to one (1) additional day to the bank.

Upon depletion of his/her personal sick leave days and any remaining vacation days, a bargaining unit member may make application to the Joint Employer-Association Committee to utilize sick leave bank days. The bargaining unit member may retain any unused personal leave days. The committee shall be made up of two bargaining unit members selected by the Association and the Assistant Superintendent for Human Resources or his/her designated representative. Utilization of sick leave bank shall be for catastrophic illness or when surgery requires hospitalization and the following conditions are met:

1. Application to use sick bank days may be made after the employee takes five (5) sick days without pay after the last personal sick day available is used by the employee.
2. The employee must have a doctor's statement specifying the nature of the employee's illness or surgery, and the projected length of time that the employee will be absent from work.
3. There are days remaining in the bank during any fiscal school year.
4. The committee has approved the application based on available information, including doctor statement(s), and the number of days allowed. The decision of the committee is final and not appealable or grievable.
5. The employee may withdraw from the bank 70% of a day for 70% of his/her daily salary for each day of absence.

Cleaner employees are not eligible for paid sick leave bank days.

- G. Intent of Leave Policy
The intent of the leave from duty policy is to make it possible for employees to be absent for legitimate purposes without a deduction from salary. Abuse of this benefit by an employee may be cause for disciplinary action up to and including discharge.
- H. Unauthorized Leave
For absences not covered above or authorized by the Board, an appropriate salary deduction will be made for each day of absence. Fractional day or hour absences will be deducted on a prorata basis.
- I. Notification
An employee who needs to be absent from work for any reason shall notify his/her immediate Supervisor or his/her designee at least one (1) hour prior to his/her regularly scheduled starting time or, if possible, in advance of the day of absence. Upon return after an absence, the employee will complete an EMPLOYEE ABSENCE AND SUBSTITUTE TIME REPORT.
- J. Part-Time Employees
Regular part-time employees are eligible, on the basis of the conditions and terms stated above, for a prorated leave from duty allowance.
- K. Inclement Weather
Custodial/Maintenance
Should an unscheduled school closing occur, due to severe inclement weather, custodial/maintenance employees shall have a grace period of one (1) hour later in reporting to work with no loss of pay. If a custodial/maintenance employee is unable to report for work due to inclement weather, he/she may use one of his/her personal leave days, provided he/she still has leave available.

When school is announced as being closed after 12:00 a.m. (midnight), transportation will be paid for their regularly scheduled morning run(s).

Transportation

School Delay for Fog, Ice, Etc: School delays (normally two (2) hour delays) will be announced on radio and television as soon as a delay is decided by the Board. At the same time, drivers will be called and informed of the delay. Drivers do not have to report to the Transportation Office during the delay. Drivers who do not receive the call or hear the media announcement and report to the Transportation Office will be compensated during the delay at Extra Trip wages. Drivers will also be compensated for their regularly scheduled run if the delay changes to an alternate schedule. If the delay turns to a closure, drivers will be compensated for the morning run according to Section K above.

- L. Unpaid Leave
 1. Custodial/Maintenance/Grounds, cleaner and security employees shall be granted up to five (5) days of unpaid leave per year, with no loss of seniority and pending the availability of substitutes. Advance notice of five (5) days must be given whenever possible. If such leave is used to extend a holiday period, the employee shall forfeit all rights to holiday pay.
 2. Transportation employees (including grand-personed substitutes) shall be granted up to five (5) days of unpaid leave per year, with no loss of seniority and pending the availability of substitutes. Advance notice of five (5) days must be given whenever possible. Such unpaid leave excludes the month of May, unless for a family emergency. If such leave is used to extend a holiday period, the employee shall forfeit all rights to holiday pay.

ARTICLE X
LEAVES OF ABSENCE

- A. Extended Illness
A full-time employee who has worked three (3) full years or more, whose personal illness extends beyond the period compensated under the leave from duty policy, shall be granted a leave of absence without pay or fringe benefits for the time necessary for complete recovery of such illness up to a maximum of one year. The Board reserves the right to require a doctor's certificate and/or other evidence of such illness and, upon return, evidence of the employee's fitness to return to duty. The returning employee will be assigned to his/her same position if he/she returns to work within three (3) consecutive months of his/her last day worked or if his/her projected return-to-work date is within six (6) consecutive months of his/her last day worked. If the absence extended beyond the limits in the previous sentence, the returning employee may be assigned to a substantially equivalent position for

which he/she is qualified. If the absence is three months or longer, it is understood that adequate notice of availability of one month or more must be given. The employee will retain his/her seniority, accumulated leave, and any other rights or benefits as of the beginning of his/her leave.

- B. Return to Work
All long term leaves are considered leaves from the school system and not from a specific position therein.
- C. Termination of Leave
The intent of the leave policy is to make it possible for employees to be absent for legitimate purposes. All rights and privileges of employees on leave expire or are canceled as of the termination date of the employee's leave, or upon his/her refusal of a valid job offer (upon notice of availability and intent to return to work), or if the employee accepts employment elsewhere, whichever occurs first.
- D. Extension of Leave
The Board shall have the prerogative to extend leaves or to grant leaves for reasons not covered in the Master Agreement when such leaves are requested by the employee and would be in the best interest of the school system.
- E. Requests for Leave
Requests for leave, excluding sick leave, shall be in writing, stating reasons, signed by the employee, and given to his/her immediate supervisor.
- F. Jury Duty
Members of the bargaining unit may fulfill their civic duty to serve Jury Duty. The payment for jury duty (exclusive of mileage) shall be turned over to the Board. The employee shall be compensated as if he/she had worked the regular schedule. If an employee has jury duty for less than ½ day, the employee is required to return to work and complete the remaining hours of his/her shift.

(The Union will jointly develop a list of scenarios with the Board relative to the language)

ARTICLE XI EMPLOYEE DISCIPLINE

- A. Board Rights/Fairness
The Board and its Administrative Staff, when exercising its right to discipline school employees will do so with respect for the dignity of the employee, and will act in good faith upon fair investigation and in light of the available facts.
- B. Notification to Employee
Alleged misconduct or other reasons for disciplinary action shall be brought to the attention of the particular employee involved.
- C. Right to Association Representation
An employee shall have the right, upon request, to Association representation for disciplinary action that is greater than an oral reprimand or warning. If such representation is requested, disciplinary action will not be implemented until such representation is obtained by the employee, provided, however, there will be a delay of no longer than one (1) work day in order to allow an employee to secure such Association representation. This delay is waived in disciplinary cases involving the health, safety, and/or well-being of students, school staff, and school district residents.
- D. Removal of Record
An employee may request the removal of an article from his/her personnel file if it is more than three (3) years old. The retention or removal of the record shall be at the sole discretion of the Board.

ARTICLE XII PROFESSIONAL GRIEVANCE PROCEDURE

- A. Definition
A grievance is a claim based upon a belief by an employee or a group of employees that there has been a violation, misinterpretation, or misapplication of any provision of the Agreement.

B. Filing a Grievance

A grievance may be filed by an employee who has been aggrieved or by the Association on behalf of an employee or group of employees, and signed by the affected employee(s) or the Association President. If the grievance is signed only by the Association President, it may be processed through the Superintendent's level only.

C. Time Limits

All such grievances shall be initiated within the time set out in this Article.

D. Association Grievance

The Association may file a grievance with the immediate Supervisor when rights given to it by this Agreement as an Association have been violated. The Kent County Education Association designated the Grandville ESP President or his/her designated representative as the local agent responsible for processing grievances. The Association may also file a grievance without the consent of the affected employee except that such grievance shall not be permitted to go beyond the Superintendent level.

E. Procedure

1. The grievant shall discuss such matter with the principal of the building involved and/or the immediate Supervisor within seven (7) days (not including Saturdays, Sundays, or legal holidays) after the event occurs.
2. In the event such discussion does not resolve the matter satisfactorily, the grievant involved may, within five (5) days (not including Saturdays, Sundays, or legal holidays) thereafter, file a written grievance with the appropriate Supervisor, Building and Grounds or Transportation, or his/her designated representative.
3. Within five (5) days (not including Saturdays, Sundays, or legal holidays) after receipt of the written grievance, a meeting shall be held in an effort to resolve the grievance with the grievant or, if the employees and Association so desire, with a representative of the Association acting on behalf of such employees who have filed grievances.
4. The Supervisor or his designated representative will make a final decision within five (5) days of the meeting submitting to the Association his/her reasons for approval or disapproval in writing.
5. In the event the aggrieved is (are) not satisfied with the disposition of the grievance, he/she (they) shall within ten (10) working days thereafter, ask for a meeting with the Assistant Superintendent of Human Resources in an effort to resolve the grievance. The Assistant Superintendent of Human Resources or his/her designated representative will make a final decision within five (5) days of the meeting, submitting the reasons for approval or disapproval to the Association in writing.

In the event the aggrieved is (are) not satisfied with the disposition of the grievance, he/she (they) shall within ten (10) working days thereafter, ask for a meeting with the Superintendent in an effort to resolve the grievance.

6. The Superintendent will make a final decision within five (5) days of the meeting, submitting the reasons for approval or disapproval to the Association in writing.
7. If such a decision is not satisfactory, the grievance may be submitted by the Association to arbitration by written notice to the American Arbitration Association given within fifteen (15) working days after receipt of the decision.
 - a. Grievance involving reprimand, suspension, or discharge of an employee with less than one (1) year of continuous service with the Board is not arbitrable.
 - b. An impartial arbitrator shall be promptly selected by the parties through the American Arbitration Association to decide the matter. The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement, and he/she shall have no power to alter, add to, or subtract from the terms of this Agreement as written. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
8. All grievances shall include the following:
 - a. Facts of the case
 - b. A reference to the specific provision in the contract which has been violated
 - c. Signature of the employee, employees involved or the Association President.
 - d. A request for a specific remedy.

- 9. No grievance is to be processed during the working hours of the employee involved or an employee's representative. Any withdrawal or abandonment of a grievance by an employee shall immediately terminate such a grievance, and the Association shall have no authority to continue such a grievance, provided that any resolution of such grievance shall be consistent with the terms of this Agreement.
- 10. The failure of an aggrieved employee to proceed from one step of the grievance procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the same grievance. Time limits may be extended by mutual agreement of the aggrieved employee and the Board (or its designee) provided such extension is requested within the time limits stated in the grievance procedure.
- 11. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be paid by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

**ARTICLE XIII
NEGOTIATIONS PROCEDURE**

- A. Time Lines
After January 1, but not later than April 1 of the year in which this contract ends, the parties will begin negotiations for the new Agreement covering wages, hours, terms, and conditions of employment of the Board's employees covered by this Agreement.
- B. Selection of Bargaining Representatives
In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or without the school district. It is recognized that no final agreement between the parties may be executed without ratification by the majority of the membership of the Association and by a majority of the Board, but the parties agree that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. Mediation
If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation process of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

**ARTICLE XIV
WAGE SCALE**

- A. Pay Raises – All Employees
All pay raises shall be on July 1 of each year, except for the base salary placement procedure for custodial/maintenance employees outlined in (1)(c) below. An employee will be advanced on a yearly basis according to the step increment basis until he/she reaches the maximum rate for the classification. Thus, an employee on Step 1.4 as of July 1 of the current year shall be advanced to Step 2.4 on July 1 of the following year.

A fractional year of service for custodial/maintenance employees shall be prorated as follows:

<u>At Least</u>	<u>Less Than</u>	<u>Amount</u>
1 full month	2 full months	.1
2 full months	3 full months	.2
3 full months	4 full months	.3
4 full months	5 full months	.4
5 full months	6 full months	.5
6 full months	7 full months	.6
7 full months	8 full months	.7
8 full months	9 full months	.8
9 full months	10 full months	.9
10 or more full months of service		1.0

Transportation and security employees who have not completed a full school year of work will have their step raises prorated.

The rate determined according to the above formulas shall be rounded off to the nearest 1 cent. Thus 2.4 cents shall be 2 cents and 2.5 cents shall be raised to 3 cents.

Custodial/maintenance and security regular part-time employees will be raised one-half step (instead of one full step) on the schedule on July 1. This is not applicable to transportation employees.

During the 2011-12 school year, GESPA members who are eligible shall receive their step increase.

During the 2012-13 school year, all step increases are frozen and all GESPA members shall remain at their same step level as during the 2011-12 school year. The employee shall not recover the lost step the following school year (2013-14).

B. Custodial and Maintenance - Wage Scale

2011-12 & 2012-13 School Years

Position	Base	1	2	3	4	5
Custodian II	\$13.23	\$13.96	\$14.53	\$15.03	\$15.84	\$16.93
Custodian III Carpet Cleaner	\$13.77	\$14.53	\$15.03	\$15.48	\$16.25	\$17.36
Custodian IV - Painter	\$13.96	\$14.68	\$15.25	\$15.84	\$16.58	\$17.74
Grounds III Warehouse & Truck Driver	\$15.26	\$16.18	\$16.80	\$17.36	\$18.25	\$19.49
Maintenance	\$15.53	\$16.56	\$17.28	\$17.92	\$18.89	\$20.15
Licensed Skill Trades Mechanic Engineer II	\$18.15	\$19.07	\$19.40	\$20.21	\$20.71	\$22.26
Engineer	\$19.14	\$20.15	\$20.51	\$21.36	\$22.27	\$23.49

A15 cent an hour premium will be added to an employee’s regular rate for the second shift (approximately 3:00 pm to 11:30 pm), and 20 cents an hour for the third shift (approximately 9:30 pm to 6:00 am). A 10 cent per hour premium will be added to each elementary school custodian’s regular rate where that custodian has primary responsibility for the building.

a. Skilled Trades Code Updates

The Board shall pay the cost of all code updates required to maintain licensing for electricians and other skilled trade positions.

b. Non-Regular Placement

It is understood when a position requires skill, knowledge, and duties substantially above a given classification, that an employee may be placed on a point between the wage scales of the two categories by mutual consent.

c. Base Salary Placement

Base salary remains in effect for six calendar months after which an employee is advanced to Step

1. After advancing to Step 1, a fractional year of service as of July 1 shall place a person at an appropriate rate between two steps on the Wage Schedule. Thus, an employee who is on Step 1, effective February 16, would be placed on Step 1.4 on July 1.

C. Cleaner – Wage Scale

2011-12	2012-13
\$12.00	\$12.00

D. Transportation - Wage Scale

Regular Runs	2011-12	2012-13
Step 1	\$15.42	\$15.42
Step 2	\$15.70	\$15.70
Step 3	\$16.32	\$16.32
Step 4	\$17.38	\$17.38
Step 5	\$18.26	\$18.26
Field Trips	2011-12	2012-13
	\$12.47	\$12.47

For required meetings with the Transportation Supervisor and a parent or principal, the field trip rate shall apply.

Training	2011-12	2012-13
	\$10.23	\$10.23

The training rate shall be paid to all drivers who are required by the Board to attend any state, Board or other work-related meetings, in-services or training.

Beginning in 2004-05, two (2) additional professional development days will be added to the driver work year.

Step advancement shall be made each year on July 1.

C. Security Guards - Wage Scale

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2011-12	\$14.58	\$14.88	\$15.18	\$15.53	\$15.88	\$16.41
2012-13	\$14.58	\$14.88	\$15.18	\$15.53	\$15.88	\$16.41

Beginning in 2004-05, the work year for security guards shall be extended at the high school by four (4) weeks to cover driver's training and summer school. Security guards shall have the opportunity to divide said work, such that it can be shared among the staff.

**ARTICLE XV
LONGEVITY AND ACCUMULATED LEAVE BONUS**

A. Qualification

An employee who has worked continuously for the Board and has completed the required number of years of service as stated below shall be eligible for longevity payments and accumulated leave bonus in accordance with the terms and conditions of this Article.

1. Payment of Longevity – Maintenance/Grounds Staff Only

Beginning in the 2004-05 fiscal year, the longevity shall be paid on the last pay period prior to June 30. After completion of:

10 years	\$600/year
15 years	\$700/year
20 years	\$800/year
25 years	\$900/year

The above dollar amounts are based on a forty (40) hour per week schedule. Cleaner employees will have their longevity bonus pre-rated based on their normal hours worked per week.

Beginning July 1, 2011, custodial and cleaner staff are no longer eligible for a longevity bonus.

2. Payment of Accumulated Leave Bonus – All Employees Except Custodial and Cleaners
Maintenance/Grounds employees who have accumulated sick leave will be eligible for an accumulated leave bonus paid on the last pay period prior to June 30 if they have combined years of service and accumulated leave as listed below.

5 years	40 days accumulated sick leave	\$100
10 years	55 days accumulated sick leave	\$175
15 years	70 days accumulated sick leave	\$275
20 years	85 days accumulated sick leave	\$375

Beginning July 1, 2011, custodial and cleaner staff are no longer eligible for an accumulated leave bonus.

3. Payment of Longevity - Transportation
Beginning in the 2004-05 fiscal year, drivers (including grand-personed substitutes) shall be eligible for a longevity payment paid on the last pay period prior to June 30. After completion of:

10 years	\$425/year
15 years	\$525/year
20 years	\$625/year
25 years	\$725/year

4. Payment of Longevity - Security Guard
Beginning in the 2004-05 fiscal year, security guards shall be eligible for a longevity payment paid on the last pay period prior to June 30. After completion of:

10 years	\$475/year
15 years	\$575/year
20 years	\$675/year
25 years	\$775/year

ARTICLE XVI

SAVING CLAUSE

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII

REDUCTION OF STAFF

A. Custodial Maintenance

1. Determination of Number of Positions

When it becomes necessary to reduce staff, the Board will determine the number of positions in each classification.

2. Basis for Layoffs

Seniority shall be defined as the length of an employee's service within the bargaining unit's respective seniority classifications (custodial/maintenance, security, or transportation) from the employee's most recent date of hire or placement into the bargaining unit. Time spent on layoff or unpaid leave of absence shall not accumulate as service time for seniority but shall not constitute a break in continuous employment.

Layoffs will occur in reverse seniority order.

The classifications in rank of highest to lowest are:

1. Engineer
2. Engineer II, Licensed Skilled Trades, Mechanic
3. Maintenance
4. Warehouse and Truck Driver, Grounds III
5. Painter, Custodian IV
6. Custodian III, Carpet Cleaner
7. Custodian II
8. Cleaner

3. Bumping Rights

An employee whose position has been eliminated may bump a position in the same classification, but not in a higher one, provided that the employee has less seniority than the employee exercising his/her bumping rights.

An employee having been laid off from one classification (as per 2. above) may bump a position in the next lower classification, but not in a higher one, providing he/she had not previously worked unsatisfactorily in that classification and that the employee has less seniority than the employee exercising his/her bumping rights.

a. If there is no one of less seniority in the next lower classification, the employee may bump a position in the next lower classification and so on, providing that the employee has less seniority than the employee exercising his/her bumping rights.

b. Any person who has been bumped by another in a higher classification may, in turn, bump a position in the next lower classification, providing that the employee has less seniority than the employee exercising his/her bumping rights.

c. In the event that a Class II position is eliminated by the Board and such action would result in the layoff of a Class II employee who has more seniority than the least senior Class III employee, the following procedure will prevail:

(1) The least senior Class III employee will be laid off.

(2) The resulting Class III position will be posted and filled from those Class III and Class II employees employed by the Board at that time.

(3) If the position is filled by another Class III employee, the resulting Class III vacancy will again be posted.

4. Recall Limits

Employees who are laid off from the District shall remain eligible for recall for two (2) full years, after which employees shall lose recall rights. For employees with 10 years or more of service, recall rights will be for three (3) full years.

Employees who are laid off from one classification but remain employed in a lower classification will remain eligible for permanent recall rights to their former classification provided that they have maintained the skills and certification for the position.

5. Order of Recall

When the staff is again increased, the persons are to be recalled to work in reverse order from which they were laid off.

6. Notification Time Requirement

At least forty-five (45) calendar days' notice, if possible, with longer notice if available, will be given before the employee will be laid off.

7. Notification Procedure

Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notices shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified as to the employee's current mailing address. A recalled employee shall notify the employer, as soon as possible, of acceptance or rejection and must report to work within ten (10) working days. The Board may fill the position on a temporary basis until the recalled employee can report for work. An employee offered a full-time position that declines the recall to work is considered a voluntary quit.

8. Retention of Seniority

Seniority shall be frozen during layoff.

B. Transportation

1. Seniority

Seniority shall be defined as the length of an employee's service within the bargaining unit's respective seniority classifications from the employee's most recent date of hire or placement into the bargaining unit. Time spent on layoff or unpaid leave of absence shall not accumulate as service time for seniority but shall not constitute a break in continuous employment.

- a. Classifications: Transportation (Drivers)
- b. Seniority by Classifications: Seniority is not cumulative between Transportation and Custodial/Maintenance and/or Security and may be exercised only within the classification in which it is accumulated. Involuntary movements from one classification to another shall not terminate seniority the employee has accumulated in any other classification during that employee's current period of employment. Voluntary moves between classifications shall result in a termination of seniority in the previous classification.
- c. Ties: In the event more than one employee has the same length of service in a seniority classification, seniority ranking shall be determined first by ranking those employees who worked in a substitute or temporary position within the unit, then within the Board, then by the date of the acceptance of offer and, finally, ranking employees in order of the highest four digit numbers taken from the last four digits of each employee's social security number. The Association President shall be provided copies of the new hire acceptances.
- d. Date of Hire: Upon fulfilling the probationary period, an employee shall be credited with seniority rights from the date of employment, or placement into the unit.
- e. Seniority Lost: Seniority shall be lost by a bargaining unit member:
 1. Upon termination, resignation, or retirement
 2. If discharged permanently for just cause after receiving due process
 3. Voluntarily returning to substitute status

2. Layoff Procedure:

This procedure will be followed if it becomes necessary to lay off bus drivers. For example, this procedure will be used if the Board eliminated transportation for students transported by Association members.

- a. The Operations/Transportation Supervisor will assign any available routes according to the criteria listed under "Route Openings".
- b. If a driver wishes to appeal a decision of the supervisor, he/she may appeal to a committee consisting of a bus driver appointed by GESPA, the Supervisor and Assistant Superintendent for Human Resources. The decision of the committee will be final.
- c. The overall Drivers' Seniority List will be used where all other qualifications are determined equal by the district.
- d. If it is necessary to reduce the work force of the bus drivers, the driver laid off shall be placed into the substitute pool status within the bargaining unit.

3. Recall Limits

Employees shall remain eligible for recall for two (2) full years, after which employees shall lose recall rights. For employees with ten (10) years or more of service, recall rights will be for three (3) full years.

4. Order of Recall

When the staff is again increased, the persons are to be recalled to work in reverse order from which they were laid off.

5. Notification Time Requirement
At least thirty (30) calendar days' notice and notification by June 30, if possible, will be given before an employee is laid off, and the lay off is for the following year.
6. Notification Procedure
Notices of recall shall be sent by certified or registered mail to the last-known address as shown on the Board's records. The recall notices shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified as to the employee's current mailing address. A recalled employee shall notify the employer, as soon as possible, of acceptance or rejection and must report to work within ten (10) working days. The Board may fill the position on a temporary basis until the recalled employee can report for work. An employee offered a full-time position that declines the recall to work is considered a voluntary quit.
7. Retention of Seniority
Seniority shall be frozen during layoff.

C. Security

Determination of Number of Positions

When it becomes necessary to reduce staff, the Board will determine the number of positions in each classification.

1. Basis for Layoff
Seniority shall be defined as the length of an employee's service within the bargaining unit's respective seniority classifications (custodial/maintenance, security, transportation) from the employee's most recent date of hire or placement into the bargaining unit. Time spent on layoff or unpaid leave of absence shall not accumulate as service time for seniority but shall not constitute a break in continuous employment. Layoffs will occur in reverse seniority order.
2. Recall Limits
Employees shall remain eligible for recall for two (2) full years, after which employees shall lose recall rights. For employees with ten (10) years or more of service, recall rights will be for three (3) full years.
3. Order of Recall
When the staff is again increased, the persons are to be recalled to work in reverse order from which they were laid off.
4. Notification Time Requirement
At least thirty (30) calendar days' notice and notification by June 30, if possible, will be given before an employee is laid off, and the lay off is for the following year.
5. Notification Procedure
Notices of recall shall be sent by certified or registered mail to the last-known address as shown on the Board's records. The recall notices shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified as to the employee's current mailing address. A recalled employee shall notify the employer, as soon as possible, of acceptance or rejection and must report to work within ten (10) working days. The Board may fill the position on a temporary basis until the recalled employee can report for work. An employee who declines a position in the same classification that is substantially equivalent in hours is considered a voluntary quit.
6. Retention of Seniority
Seniority shall be frozen during layoff.

ARTICLE XVIII
RETIREMENT SERVICE CREDIT

Employee Purchase or Repayment of Retirement Service Credit

A. The Internal Revenue Code (IRC) Section 414(h)(2) permits employer "pick-up" of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions. Under the MPSERS plan conditions, employees may be allowed to: (1) redeposit contributions previously withdrawn plus

interest, and when full payment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) purchase permissive service credit (such as Universal Service credit, maternity/paternity/child care and non-public school teaching, military active duty, sabbatical leave of absence, etc.)

B. Therefore, in order to permit tax deferral for the additional employee contribution amounts, the employer has adopted the payroll resolution attached to this agreement as Appendix B and implemented the salary reduction (payroll authorization) agreement attached to this agreement as Appendix C for the employee wishing to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest). The employee that wishes to exercise this option shall enter into a binding IRREVOCABLE payroll deduction authorization by completing a Tax-Deferred Service Credit Purchase Agreement/Payroll Authorization form. The employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPSERS.

ARTICLE XIX
DURATION OF AGREEMENT

A. Effective Date

This Agreement shall be effective as of July 1st, 2011 unless otherwise specified in this Agreement and shall continue in effect until the 30th day of June, 2013. After January 1, 2013, but no later than April 1, 2013, the parties will give notice to the other party of the desire to begin full contract negotiations.

B. No Strike Agreement

Consistent with the declared purpose to better serve the interests of children, the Association and each employee agree that during the life of this Agreement they will not encourage, cause, or participate in any interruption of or disturbance with the continuous, normal education of such children.

GRANDVILLE ESP/KENT COUNTY
EDUCATION ASSOCIATION

GRANDVILLE BOARD OF EDUCATION

By _____
Local Unit President

By _____
Board of Education President

By _____
Local Unit Representative

By _____
Board of Education Secretary

By _____
Local Unit Representative

By _____
Grandville Public Schools Chief Negotiator

By _____
KCEA President

By _____
Chief Negotiator

Grievance Report Form

GRIEVANCE REPORT FORM
GRANDVILLE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Grievance # _____

Grandville Public Schools/Kent County Education Association

Table with 4 columns: Name of Grievant, Building, Assignment, Date Filed

Level I

A. Date cause of grievance occurred

B. Specific article/law/rule/regulation violated

C. Statement of grievance:

D. Remedy requested:

Signature of Grievant Date

Signature of Association Representative Date

E. Date of meeting with supervisor: _____

F. Disposition (Supervisor)

Signature of Supervisor Date

G. Disposition of Grievant

Signature of Grievant

Date

Signature of Association Representative

Date

Level II

A. Date of Meeting with the Assistant Superintendent-Human Resources

B. Disposition (management):

Signature - Asst Superintendent-Human Resources

Date

C. Disposition of Grievant

Signature of Grievant

Date

Signature of Association Representative

Date

D. Date Received by Association Grievance Committee:

E. Disposition of Association Grievance Committee

Signature of Association Representative

Date

Level III

A. Date of Meeting with the Superintendent

B. Disposition (management):

Signature of Superintendent

Date

C. Disposition of Grievant

Signature of Grievant

Date

Signature of Association Representative

Date

D. Date Received by Association Grievance Committee:

E. Disposition of Association Grievance Committee

Signature of Association Representative

Date

Level IV

Binding Arbitration

A. Date Appealed to Arbitration_____

LETTER OF UNDERSTANDING
BETWEEN
GRANDVILLE PUBLIC SCHOOLS
AND THE
GRANDVILLE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
(GESPA/KCEA/MEA/NEA)

The parties agree to the following changes in the Master Agreement effective July 1, 1999.

Article V.D. Shift Schedule

1. The District may establish two (2) non-traditional, split shift positions.
2. This position will combine the classification of HS Custodian Class III and Grounds Class III. This will be a full time, full year position. However, the District may reduce or eliminate the position at its discretion.
3. This position will work as a Custodian III from approximately October 15 through April 1, and as a Grounds III the remainder of the year.
4. This position shall work a Tuesday through Saturday schedule.
 1. Custodial assignment periods shall be 2nd shift, Tuesday through Friday.
 2. Grounds assignment periods shall be 1st shift, Tuesday through Friday.
 3. Saturday work hours will be 9:00 am to 5:30 pm with the District's option to vary the start time by no more than two (2) hours.
5. This Letter of Agreement will run concurrently with the Master Agreement and will expire with the Master Agreement. It will be subject to renegotiating with the Master Agreement.
6. This Letter of Agreement shall not constitute a binding practice or precedent, nor as an acknowledgment of contract interpretation by either party.

This letter of agreement shall be effective for the duration of the 2011-12 and 2012-13 Master Agreement.

For the Association

For Grandville Public Schools

Dated

Dated