

AGREEMENT

between

NEWAYGO BOARD OF EDUCATION

and

**RETAIL, WHOLESALE AND
DEPARTMENT STORE UNION,**

Local Union No. 386

CLC-UFCW

JULY 1, 2010- JUNE 30, 2013

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AGREEMENT
ARTICLE 1

- 1.1 This Master Agreement is entered into between the Board of Education of the Newaygo Public Schools, hereinafter referred to as the “Board,” and the Local Union No. 386 of the Retail, Wholesale and Department Store Union, CLC, hereinafter referred to as the “Union.”

The term “Board” when used hereinafter in this Agreement may refer to a representative of the Board or, in some cases, the Superintendent.

The term “employee” or “bargaining unit member” when used hereinafter in this Agreement shall refer to all employees represented by the Union in the Recognition clause.

- 1.2 This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended, to establish the wages, hours, terms and conditions of employment of the members of the bargaining unit herein defined.

- 1.3 This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices that are inconsistent with this Agreement, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the Board and the Union. The waiver of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

- 1.4 If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law by a court or administrative body of competent jurisdiction, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. The parties shall meet to negotiate the clause or application adjudged contrary to law. Neither party shall be required to meet with the other for the purpose of negotiating a replacement clause after sixty (60) days have expired since adjudging a clause contrary to law. Should no agreement be reached, the provision of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

- 1.5 The term “days” as used herein shall mean the days the Administration office is open.

RECOGNITION
ARTICLE 2

- 2.1 The Board shall recognize the Retail, Wholesale, and Department Store Union, Local No. 386 as exclusive representative and sole bargaining agent of all full time and regular part time Kitchen Staff, Custodians, Bus Drivers, Teacher Aides, and Secretaries of the Board covered by this Agreement and regularly employed by the Board, and shall negotiate with the duly authorized representatives thus chosen by its members for the purpose of adjusting any disputes which may arise concerning rates of pay, wages, and hours of employment.
- 2.2 The Board agrees that it will not, through its officers or agents, negotiate with any other Union, individual or group of individuals, concerning the subject matter of this Agreement. The Board further agrees that no employee will be required to make any verbal or written contract which conflicts with this Agreement.
- 2.3 The following employees are excluded from the bargaining unit and are not included within the operation or terms of this Agreement: Excluded from the bargaining unit are the Superintendent's secretary and Central Office staff, supervisors, administrators, Bus Mechanics, substitutes, teachers and all other employees. Further excluded from the terms and conditions of this Agreement are students and temporary hourly help not employed on a regular basis.
- 2.4 In accordance with the terms of this Article, each bargaining unit member within thirty (30) days of employment shall, as a condition of employment, join the Union or pay a service fee to the Union. The Dues Check off sheet will be given to the new employee upon completion of his or her 30 days.
- A. Union Members – Bargaining unit members joining the Union shall pay dues to the Union in accordance with its policies and procedures.
- B. Service Fee Payers – Bargaining unit members not joining the Union shall pay a service fee to the Union as determined in accordance with the RWDSU LOCAL 386 Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive and, unless and until the procedures set forth therein have been availed of and exhausted all other administrative and judicial procedures shall be barred.

C. Non-Payment of Dues or Service Fee – If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Union, pursuant to MCL 408.477; MSA 17277(7) and after written notification by the Union, the Board shall deduct that amount from the bargaining unit member’s wages and remit same to the Union.

2.5 Payroll Deduction – The Board will issue a dues check off request to all new employees, this must be returned to the Board within ten (10) days. Upon written authorization by a bargaining unit member, or pursuant to Paragraph C above, the Board will deduct the appropriate amount of dues or service fee from the bargaining unit member’s wages. The deductions will be equal to one hour of the employees’ pay-rate or a Service Fee calculated by the Union. Deductions will be taken bi-weekly, beginning with the first available payroll and continuing to the last available payroll in May. Money deducted will be transmitted to the Union, or its designee, no later than twenty (20) days following each deduction.

2.6 Save Harmless Clause – In the event of legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

- A. The Board gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires, and,
- B. The Board gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.
- C. The Union shall have the complete authority to compromise and settle all claims, which it defends under this section.

The Union agrees that in any action so defended, it will hold the Board harmless from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board’s compliance with this Article.

2.7 “Temporary” shall be defined as a person employed to meet seasonal needs or to fill employment demands of a particular temporary situation, but not to permanently replace a bargaining unit position. It is expressly understood that a vacancy in a bargaining unit position shall be filled on a temporary basis for a period not to exceed a total of ninety (90) days (except in the case of maintenance, April to October only, which shall not exceed one hundred thirty (130) days for seasonal labor).

2.8 A substitute shall be defined as a person scheduled to work in the absence of a regular employee on a leave of absence (paid or unpaid), including vacation and during the period of time required to post, and fill vacancies.

- 2.9 A probationary employee shall be considered an “employee” who has served in a position for less than ninety (90) working days, except as provided in 5.1. Substitute time worked within the classification of permanent hire shall count towards the employee’s 90 working day probationary period.
- 2.10 It is expressly recognized by the parties that supervisors can perform bargaining unit work. The Board will be allowed three (3) working supervisors: Food Service Director, Director of Building and Grounds, and Assistant Director of Building and Grounds.

REPRESENTATION
ARTICLE 3

- 3.1 The Board agrees that the employees shall have the right of representation by a Grievance Committee of not more than three (3) members. Chairman of the Committee will be known as Chief Steward. The Union agrees at all times to keep the Board advised of the membership of the Grievance Committee.
- 3.2 Upon reasonable request, the Board shall make available to the Union information necessary to assist in the processing of grievances, administration of the Agreement, and negotiations.
- A. After presentation of proper credentials to the Superintendent or his/her designated representative, officers or accredited representatives of Local 386 may be admitted into the buildings of the School System to assist in the administration of the terms and conditions of this Agreement, including the adjustment of grievances, provided that such activity is not in areas which would be detrimental to the management and function of the school, its students or its employees, and furthermore, providing that such visitation shall not disrupt the work of the Board.
- B. The facilities and equipment of the Board shall be available to the Union in accordance with Board Policy as long as such use does not interfere with job responsibilities and everyday operations.
- 3.3 Employees may be released from their job assignments to meet with the officers or designated representatives of Local 386 with the approval of the Superintendent/designee with three (3) days notice.
- 3.4 Representation: Union representation for bargaining negotiations shall be one (1) committee person for every twenty (20) employees, or fraction thereof.
- 3.5 The selected three (3) members of the grievance committee may be released from their job assignments to meet with the international or local representative, for up to one (1) hour immediately prior to a final step grievance meeting, with the approval of the Superintendent/designee.
- 3.6 The Union shall have the right to post notices of official activities and matters of Union concern at designated bulletin boards in each building or facility to which employees may be assigned. The Board has the right to remove notices which are inappropriate.
- 3.7 There shall be two (2) signed copies of any final agreement; One copy shall be retained by the Board, and one by the Union. The Board, at the conclusion of the initial negotiations, shall

provide printed copies of this Agreement. Future printing shall then be alternated between the parties without charge to the other party.

Copies of the Agreement shall be produced for each current employee, with sufficient reserved copies for new hires throughout the life of the Agreement. The Board and the Union will each be given twenty (20) additional copies for their own purposes without charge by the producing party.

- 3.8 The Union shall be entitled to two (2) days per year to be used at the discretion of the Union, and the Union shall reimburse the Board for the employee's wages during these days. The days shall be scheduled as early as possible and by mutual agreement with the supervisor. Fourteen (14) days written notice must be given to the supervisor after mutual agreement has been reached regarding the days.

GRIEVANCE PROCEDURE
ARTICLE 4

- 4.1 A grievance shall be defined as a claim by a bargaining unit member of an alleged violation of the express terms and conditions of this Agreement.
- 4.2 The discipline, discharge, and layoff of probationary employees shall not be the basis of any grievance filed under the procedure outline in this Article.
- 4.3 A written grievance, as required herein, shall contain the following:
- A. It shall be signed by the grievant or grievants;
 - B. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - C. It shall cite the sections or subsections of this Agreement alleged to have been violated;
 - D. It shall contain the date of the alleged violation;
 - E. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper.

- 4.4 There shall be an earnest and honest effort to settle all differences and disputes. The procedure which shall govern handling of all such grievances and disputes between the Board and its employees, shall be as follows:

Level One - An employee alleging a violation of the express provisions of this Agreement shall, within five (5) days of its occurrence or knowledge of its occurrence, file a written grievance as outlined above with their immediate supervisor. Within five (5) days of receipt of the grievance, the Supervisor will arrange a meeting with the employee and one (1) representative of the Union at the discretion of the employee, in an effort to resolve the grievance. The supervisor will, within five (5) days of said meeting, respond in writing of approval or denial of the grievance.

Level Two - If no resolution is forthcoming that is satisfactory to the grievant(s), he/she may file a written appeal within ten (10) days of the supervisor's response as outlined above to the Superintendent. The Superintendent, within ten (10) days, will arrange a meeting with the employee and one (1) representative of the Union in an effort to resolve the grievance. Within ten (10) days of said meeting, the Superintendent will respond in writing approving or denying the grievance.

Level Three – If no resolution is forthcoming that is satisfactory to the grievant(s) he/she may file a written appeal with the Secretary of the Board of Education within ten (10) days of receipt of the Superintendent’s response. Within ten (10) days of receipt of the written appeal, a hearing with the employee and one (1) union representative will be set up with the Personnel Committee. Within ten (10) days of said hearing, the Personnel Committee will render its recommendation for approval or denial of the grievance for Board approval. The Board shall render a decision within ten (10) days of receipt of the Personnel Committee’s recommendation.

Level Four – If the grievance or complaint is not satisfactorily settled in Level Three, within two (2) weeks after receipt of the Board’s Level Three decision, the matter shall be referred to a mediation panel in the manner set forth below in this Agreement or the grievance shall be withdrawn and considered settled.

Mediation Panel – This panel shall consist of one (1) person appointed by the Union and one (1) person appointed by the Board. The panel shall meet at least three (3) times for a period of at least one (1) hour each meeting within a three (3) week period of being given the grievance, in order to resolve the grievance or complaint.

At the first meeting of the panel the members shall mutually agree upon an impartial third party to be chosen if necessary. If they are unable to agree, they shall each offer three (3) names and alternately strike until there are two (2) names and draw lots for the final selection. Every reasonable attempt shall be made to reach a decision within thirty (30) days of the third member being added to the panel. The cost or expense of the third member of the panel shall be equally shared between the Board and the Union. A decision by any two (2) members of the mediation panel shall be final and binding on both parties.

- 4.5 By mutual agreement of both parties, the grievance timelines may be extended in writing.
- 4.6 The Board agrees not to discriminate directly or indirectly against any employee or employees on account of service on the aforesaid Grievance Committee or for any other Union activity, or for communicating any grievance to the Union or its duly authorized representatives.
- 4.7 The Union agrees that its members will not conduct Union activities during working hours which interfere with the members or other employees duties except that the Chief Shop Steward, and committeemen, may carry on their necessary duties with respect to handling grievances; but in doing so they shall make whatever arrangements are necessary with their immediate supervisor to avoid interruption of operations.
- 4.8 The decisions of all grievances, which are agreed to between the Grievance Committee and the Board, shall be in writing, signed by both parties.

- 4.9 The Board and the Grievance Committee shall meet upon request, and in a timely manner, to settle all grievances or disputes.

SENIORITY
ARTICLE 5

- 5.1 A newly hired employee shall be on a probationary status for the first ninety (90) working days of employment, beginning with the first day of employment. Bus drivers must drive at least twenty (20) days of the probationary period during ice or snow conditions. This inclement weather clause will be waived if the driver has had previous inclement weather driving experience. The probationary period can be extended upon written notice stating the reason(s) by the immediate supervisor. A probationary period cannot be extended more than once and not more than twenty (20) days.
- 5.2
- A. Seniority shall be defined as the length of an employee's continuous service within his/her respective classification from his/her date of hire within the classification until such time as he/she moves out of that classification, at which time his/her seniority will be frozen in the previous classification. Date of hire is defined as the first paid day of work in the classification. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to his/her date of hire. Seniority shall not transfer from one classification to another.
 - B. Probationary employees shall not be entitled to insurance benefits, vacations, or holidays. However, upon completion of the probationary period, the employee will be credited with the vacation days that he/she would have earned, if applicable. In the event a probationary employee is absent, the probationary period shall be extended accordingly.
 - C. An employee will lose his/her seniority for the following reasons:
 - 1. The employee resigns or retires.
 - 2. The employee is discharged for cause, and such discharge is not reversed through the grievance procedure.
 - 3. The employee is laid off for one (1) year or the length of his/her seniority, whichever is greater, but not to exceed two (2) years.
 - 4. The employee fails to return from leave on the agreed upon date. In proper cases, exceptions shall be made, when mutually agreed upon by the Union and the Board.
 - 5. The employee is absent for three (3) consecutive workdays without notifying the Board. After such absence, the Board shall send written notification that the employee has lost seniority and his/her employment has been terminated to the employee at his/her last known address.
 - 6. The employee does not return to work when recalled from layoff as set forth in the recall procedure.

- D. Seniority shall be retained, but not accumulated, for an employee on layoff for one (1) year or the length of his/her seniority, whichever is greater, but not to exceed two (2) years. Seniority shall continue to accumulate for an employee on any approved paid or military leave pursuant to this Agreement or any unpaid work-related disability leave.
- E. A seniority list shall be furnished to the Union on or about September 30th of each year. If the Union does not challenge the list within thirty (30) days of its publication, it shall be deemed as controlling in all matters relative to seniority until the list is published the following year. Such list shall contain each employee's name and date of hire for their current classification.
- F. In the event more than one (1) employee has the same length of service in a seniority classification; seniority ranking shall be first determined by total years of service in the district. If a tie still exists, a drawing shall rank employees.
- G. Seniority shall accrue and shall be applied within the following employee groups:
1. Food Service
 2. Secretary
 3. General Education Teacher Aide
 4. One-on-One Teacher Aide
 5. Custodian
 6. Bus Driver
 7. Library Aide
 8. Bilingual Aide
- H. For seniority and benefit purposes, the Bus Mechanic assistant shall be included in the Custodians seniority department.
- I. For the purpose of bidding and bumping in the Custodians classification, seniority will be based on the date that the employee received full time status.
- J. Any employee who moves to any non-bargaining unit position and maintains continuous employment with the District shall receive credit for those previous years of bargaining unit service upon returning to the bargaining unit. Employees are limited to one calendar year from date of hire into non-bargaining union positions to return to the bargaining unit without loss of seniority.
- K. Employees that are doing Computer Tech work twenty (20) or more hours per week will receive the Computer Tech wage. (Alternative Academy Excluded)
- 5.3 A layoff shall be defined as a necessary reduction in the work force as determined by the Board.

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and

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days after such notification unless the Superintendent has made an exception. The Board may fill the position on a temporary basis until the recalled employee has reported back to work.

- 5.9 An employee who has been offered his/her former position and has declined recall shall forfeit his/her seniority rights.
- 5.10 An employee shall remain on the recall list for a period of one (1) year or the length of his/her seniority, whichever is greater, but not to exceed two (2) years.
- 5.11 Probationary employees have no recall rights.
- 5.12 An employee who has his/her hours reduced by one (1) hour or more, but is not laid off shall have the right to bump the least senior employee within his/her classification, occupying a position that the senior employee can properly perform and who is scheduled to work as many hours per week/annually. If the employee being reduced has no one to bump, then the least senior employee with the nearest number of hours in his/her classification may be bumped. No hour reductions shall be allowed as long as there is any "temporary" employee working within the classification that is going to be reduced within the district excluding those temporary employees covering a bargaining unit position that is vacant due to absence or illness. It is understood by the parties, that this language does not create a domino effect. The employee affected by the hour reduction or elimination will be allowed one bump only. The bumped employee may take the position of the employee whose hours are reduced if that employee can properly perform the work.
- 5.13 An employee in the One-on-One Teacher Aide category shall only be allowed to bump if his/her position is eliminated. If a One-on-One Teacher Aide's position is eliminated, he/she shall bump the lowest seniority employee in his/her classification. In the event that a job in the One-on-One teacher aide position is eliminated and there is a strong objection on the part of a parent to a bump taking place

A) Then the One-on-One teacher aide whose position is eliminated shall be placed in a labor pool and may be used to fill in for other employees in general education aides, library aides, secretarial, and one-on-one aides. They may be used to cover temporary vacancies due to employees being on a leave of absence or off due to illness or accident. The One-on-One aide displaced shall be given first preference for any new opening in the One-on-One teacher aide classification or sub work available. Any sub work performed shall be paid at the One-on-One teacher Aide rate without the premium.

If the one-on-one has accumulated a minimum of (2) two years of seniority as a one-on-one aide they will have the right to retain their seniority as a regular aide for the purpose of layoff, bumping or bidding.

- 5.14 A Teacher Aide who works four (4) hours or more per day in the One-on-One category shall be considered a One-on-One Teacher Aide. Employees working less than four (4) hours per day shall be considered a General Education Teacher Aide.

BIDDING PROCEDURES
ARTICLE 6

- 6.1 A vacancy shall be defined as a newly created position or a current/existing position that is not filled which the Board intends to fill. The Board shall post a permanent vacancy for bid within seven (7) days, and a permanent newly created or recreated job within fourteen (14) days.

These time limits may be extended by mutual agreement. Notice of all vacancies in the bargaining unit shall be posted internally in each location for five (5) working days. This does not apply to bus driver positions.

- 6.2 A bid application shall consist of a signature on the job posting sheet. No application shall be considered that is not signed at the time of the bid closing. An employee absent from work may authorize a Union steward to make the application on his/her behalf. The vacancy shall be filled with the applicant who is most qualified. When ability to perform the work and physical fitness are equal, the applicant, who has seniority in that classification shall be selected.

When a new job bid is posted for a custodian position it will be classified according to what skill level is necessary.

An employee who submits a bid, and is offered the job, must take the job or forfeit his/her bidding rights for a twelve (12) month period.

- 6.3 An employee awarded a bid job pursuant to the bidding procedure shall be considered to be on a trial period for thirty (30) days after being placed on the job. It shall be the responsibility of the Board to decide within said period of time if the employee is qualified for the bid position. However, in advance of any disqualification, the reasons will be presented and discussed with the Union committee. If the bidding employee is disqualified within said period, he/she may not bid again for twelve (12) months and he/she shall be returned to his/her former position.
- 6.4 In case a job is discontinued, the employee in that job may exercise his/her seniority rights and take the job held by the least senior employee within their own department within the District. He/she must have greater seniority than the employee he/she seeks to displace. The employee thus displaced, may displace the least senior employee district-wide within a department they are qualified to work.
- 6.5 Temporary Transfers: Nothing in this Agreement shall be construed as limiting the right of the Board to transfer employees from one job to another on a daily basis, whenever emergency scheduling warrants it. Temporary transfers will be made in accordance with the qualified senior employee if consistent with the efficient operation of the Board.
- 6.6 A transfer is a change in building after the employee has begun work in the initial assignment. The Board has the right to transfer employees for the benefit of the district's educational programs. The Board will seek qualified volunteers first in the event a transfer is needed after

the initial assignment has been made. The final decision will be based on the overall needs of the educational program.

- 6.7 The Board shall have the right to hire a temporary employee during the time that an employee who is covered by this Agreement is not on the job due to a paid or unpaid leave. The Board shall also have the right to hire temporary employees to supplement the work force.
- 6.8 Any job's beginning and ending time that is moved (changed) more than 3 hours will be re-posted. The employee in this position will have bidding rights or bumping rights under normal contract procedures. (As per Section 5.12)
- 6.9. 1. Custodial Staff will be divided into three classifications A, B, and C, and will be given a classification according to their training and ability to perform the job.
 - A. Most Skilled
 - B. Second Most Skilled
 - C. Little or no skills – current custodian or a newly hired custodian
- 2. The Administration will provide training opportunities that are convenient for both parties such as, during the summer months or when school is not in session for a custodian to advance to the next classification level. It will also be the custodians' responsibility to ask his/her supervisor to assist in any electrical, plumbing, heating, etc. repairs to acquire necessary training.

A "Skill Level – The employee must have the ability to perform the following duties:

- 1. Perform daily tasks to keep building operational.
- 2. Knowledgeable of cleaning chemicals proper mixtures, Material Safety Data Sheets and lock out-tag out procedure.
- 3. Cleaning methods on tile floor carpet, wood floors, glass and laminates.
- 4. Use of proper personal protective devices.
- 5. Knowledgeable of MIOSHA procedures in the work place.
- 6. Operation of all necessary equipment.
- 7. Perform routine maintenance and repairs:
 - A) Plumbing – small repairs, repair or replace Sloan Valves, leaky faucets, or unplug drains.
 - B) Electrical - replace ballast, plugs or switches.
 - C) HVAC - filter change, belt adjustments, basic understanding of thermostats.
 - D) Building - basic repair or replacement of door hardware, hinges, window latches. Pencil sharpeners, paper towel dispensers, toilet paper holders, soap dispensers, install shelving, and other small projects.
- 8. The employee must have the ability to work well with other people and organizations.

Supervisor

Employee

Date

“B” Skill Level - The employee must have basic knowledge to perform the following the following duties:

1. Perform daily tasks to keep building operational.
2. Knowledgeable of cleaning chemicals proper mixtures, Material Safety Data Sheets and lock out-tag out procedure.
3. Cleaning methods on tile floor carpet, wood floors, glass and laminates.
4. Use of proper personal protective devises.
5. Knowledgeable of MIOSHA procedures in the work place.
6. Operation of all necessary equipment.
7. Perform routine maintenance and repairs:
 - A. Plumbing – small repairs, repair or replace Sloan valves, leaky faucets, or unplug drains.
 - B. Electrical - replace ballast, plugs or switches.
 - C. HVAC - filter change, belt adjustments, basic understanding of thermostats.
 - D. Building - basic repair or replacement of door hardware, hinges, window latches. Pencil sharpeners, paper towel dispensers, toilet paper holders, soap dispensers, install shelving, and other small projects.
8. The employee must have the ability to work well with other people and organizations.
9. Many of the above skills will need some training, it will be the employee’s duty to request training.
10. It will be the employer’s responsibility to provide training.

Supervisor

Employee

Date

Date

HOURS AND WAGES
ARTICLE 7

7.1 Bargaining unit employees shall be divided into the following work classifications, and all jobs within such classification shall have the following wage rates:

7.2

FY 2011 - 2012	Current Year Wage Scale				
RWDSU	Stp 1	Stp 2	Stp 3	Stp 4	Stp 5
Aide pre 7/94					11.73
Aide after 7/94	9.23	9.57	10.00	10.39	10.82
one on one	0.25	0.25	0.25	0.25	0.25
Aide pre 7/94					11.73
Aide after 7/94	9.23	9.57	10.00	10.39	10.82
Cleaners pre 7/94					11.80
Cleaners after 7/94	7.88	8.22	8.54	8.86	9.20
Custodian I pre 7/94	12.57	13.51	14.52	15.62	16.29
Custodian I after 7/94	10.69	11.16	11.57	12.02	12.57
Cooks pre 7/94					11.22
Cooks after 7/94	9.56	9.95	10.35	10.75	11.22
Head Baker	0.50	0.50	0.50	0.50	0.50
Kitchen manager	1.00	1.00	1.00	1.00	1.00
lead cook	0.50	0.50	0.50	0.50	0.50
Sec I pre 7/94					12.98
Sec I after 7/94	10.13	10.54	10.97	11.39	11.87
Sec II pre 7/94					16.38
Sec II after 7/94	10.94	11.36	11.80	12.28	14.79
Computer tech aide	11.23	11.67	12.15	12.64	13.15
Bus Mechanic assist	11.08	11.56	11.98	12.46	13.02

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Career Technician	13.35	13.89	14.45	15.02	15.62
Bus Driver - regular					31.43
Extra Trips – Driving					12.22
Extra Trips – Down time					7.50
Kindergarten runs					26.19
Vocational Runs					22.94
Neway Runs					12.22
Subs					28.29
Longevity	support staff			0.25	
	Secretary II	15+		0.50	
		20+		1.00	
		25+		1.50	
	Bus Drivers	10+		1.00	run
		15+		1.50	run
		20+		2.00	run

No Step increase or Longevity for the 2011-2012 contract year.

For the contract year 2011-2012, \$7,904.00 to be divided by members of RWDSU Local 386 Evenly = \$122.00 per member

All employees (except Bus Drivers and Principal’s Secretary II) will receive a \$.25 per hour increase upon twenty (20) years of continuous employment.

7.2 Sunday premium. Time and one-half (1½) shall be paid for Sunday work.

7.3 Pay period. All wages shall be paid bi-weekly and at no time shall any employee have more than fourteen (14) days’ pay held by the District.

OVERTIME
ARTICLE 8

- 8.1 All overtime will be offered at the discretion of the Board. Overtime shall be offered initially to those employees by seniority who are qualified and available, unless it's an emergency, within a building and within a classification where it is needed. If those employees turn the overtime down, it then will be available to other building employees. If no one who is qualified accepts the overtime, the Board reserves the right to assign it under the following guidelines.
- 8.2 All work performed by hourly paid employees in excess of forty (40) hours in any one (1) work week shall be paid for at the rate of time and one-half (1 ½).
- 8.3 Voluntary overtime will be assigned by building and classification in order of seniority (most senior qualified and available employee).
- 8.4 Mandatory overtime will be assigned by building and classification in inverse order of seniority (least senior qualified and available employee).
- 8.5 It is agreed that each school building will stand alone for the purpose of assigning overtime within each classification. If additional help is needed to complete the work it shall be offered by classification to other qualified and available school employees in other buildings in the district.
- 8.6 Vacation days and Holidays will be considered (time worked) for the purpose of calculating overtime.

PERSONAL & SICK TIME
ARTICLE 9

- 9.1 **Sick Leave** Credit for sick leave shall consist of seven (7) days per school year Classification II and five (5) days per school year Classifications III, IIa.,V. (July 1 through June 30). Sick leave accumulation, if unused will accumulate to one hundred sixty (160) days, when such accumulation shall cease. An employee with an assignment of fewer than eight (8) hours per day shall be credited with five (5) days equivalent to their assigned hours. Up to five (5) days per year shall be available in the case of family illness or other emergencies within any full-time, part-time, or bus driver employee's immediate family. Days used shall be deducted from the employee's accumulated sick leave. The definition of family shall be as used in Article 9, Section 2. Staff holding less than an eight (8) hour day assignment shall receive pay for each day absent to reflect his/her assigned hours.

Sick leave shall be taken in no less than one-half day increments. Classification V half-day shall be defined as either 1) a.m. regular run through noon kindergarten run or 2) noon kindergarten run through p.m. regular run.

Classification V sick days will be paid using the regular per diem rate runs as defined in Article 12.4.

- A. Sick leave accumulation will be prorated for unpaid leaves lasting over one (1) calendar month.
- B. Upon reaching maximum accumulation, no further current year allowance will be credited. Upon retirement from the Newaygo Public Schools (must be eligible for retirement benefits) a set amount determined by the Board will be paid per day for unused sick days up to the maximum accumulation. (\$15.00 per day)
- C. Sick Leave – Credit for sick leave shall consist of five (5) days per school year (July 1 through June 30) with fifteen (15) days maximum accumulation. Employees may use two (2) of their sick days as personal days, which are non-accumulative. If they are not used as personal days they will be banked as sick days up to your maximum. Employee Classification that this applies to is VI.
- D. Sick Leave – Credit for sick leave shall consist of three (3) days per school year (July 1 through June 30) with ten (10) days maximum accumulation. Employees may use two (2) of their sick days as personal days, which are non-accumulative. If they are not used as personal days they will be banked as sick days up to your maximum. Employee Classification that this applies to is IV.

Staff working less than an eight (8) hour day assignment, shall receive pay for each day absent to reflect their assigned hours.

- 9.2 **Death in the family** In the event of a death in the family of any full-time, part time, or bus driver employee of the District, he/she shall be allowed up to five (5) days absence with pay. Family shall be defined to be the employee's wife, husband, child, mother, father, sister, brother, corresponding in-law, grandparent, and grandchild. Staff holding less than an eight (8) hour day assignment shall receive pay for each day absent to reflect his/her assigned hours.
- 9.3 **Funeral Leave** An employee will be allowed a maximum of three (3) non-accumulative days per year for attendance at the funeral service of any person whose relationship would warrant such attendance. These days cannot be used consecutively without the permission of the Superintendent. This applies to all Classifications of employees.
- 9.4 **Personal Days** Two (2) days per year non-accumulative may be used by the employee. These days may not be used to extend a holiday or vacation period. The employee shall notify his/her immediate supervisor, except in the case of emergency, no less than 24 hours in advance. This applies to classification employees II, III, IIa, & V
- 9.5 **Paid Holidays** The following shall be considered as paid holidays for all full-time year-round employees: New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve Day and Christmas Day. The day after Thanksgiving, shall also be a paid holiday, as long as it is a holiday on the school calendar. Employees must work both the scheduled day before and the scheduled day after the holiday to receive pay for the holiday or provide a doctor's excuse. An exception is made for custodians and cleaners during the summer months when school is not in session.

The following shall be considered as paid holidays for all full-time school year employees and bus drivers: New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day. Employees must work the day school is in session both before and after the holiday to receive pay for the holiday or provide a doctor's excuse. (See Article 11.11 regarding Labor Day)

- 9.6 Vacations, Classification II only. Vacation with pay shall be allowed on the following basis and must be taken during the year earned:

After one (1) year of continuous employment	Five (5) working days.
After two (2) years of continuous employment	Ten (10) working days.
After ten (10) years of continuous employment	Fifteen (15) working days.
After fifteen (15) years of service an additional day for each year of service (accumulative to five (5) days.)	

Vacation shall be scheduled at the convenience of the Superintendent and/or designee. In the event of conflicting days as selected by employees, preference shall be given to the employee having the most seniority.

- 9.7 **Unpaid Leaves of Absence** The Board has the sole authority to grant unpaid leaves of absence beyond the protection of the Family and Medical Leave Act and Military leaves. An employee who returns from such an approved unpaid leave of absence shall be entitled to replace the lowest seniority employee in his/her classification, providing said employee has greater seniority and can perform that job. Unpaid leaves of absence shall be limited to a maximum of one (1) year, including the time spent on Family and Medical Leave. An employee shall not accumulate seniority or vacation credit during the unpaid leave of absence. The employee must apply in writing four (4) weeks in advance of the unpaid leave, stating the reason(s) for the unpaid leave and length of time requesting.
- 9.8 **Vacation Credit for Classification II** Continuous employment will include all full time and part time years of service. Employees will be given credit for part time years based on credit earned toward retirement. If the employee received less than a full year of credit, the vacation time shall be prorated.

BREAKS AND LUNCH PERIOD
ARTICLE 10

- 10.1 Employees scheduled to work an eight (8) hour day will receive two (2) fifteen-minute breaks. The schedule time of these breaks are to be determined by the Board. This section shall have no application to bus drivers. Those employees scheduled less than eight (8) hours per day shall be allowed time to attend to personal needs as class time permits.
- 10.2 Employees scheduled to work at least six (6) hours per day shall receive a thirty (30) minute unpaid lunch period. This section shall have no application to bus drivers.

GENERAL PROVISIONS
ARTICLE 11

- 11.1 **On call** No one shall be required to be on call duty after working his regular hours except in the case of an emergency.
- 11.2 **Uniforms** Rental laundry uniforms shall be supplied for employee use by the Board, at the Board's cost for all Custodial and Kitchen employees.
- 11.3 **Jury Duty** Employees required to report for jury duty during working hours shall be released with pay provided they turn over to the Board any earnings (excluding mileage) received for jury duty. In order to be eligible, the employee must be called (not volunteer), and must notify the Board promptly upon receipt of the summons. On any day the employee is not required to serve or is released from or completes daily jury duties with three (3) or more hours in his regular scheduled work day, the employee will report immediately for work and will perform such work as may be assigned for the balance of the work day. The Board may assign any employee on jury duty to first shift as the employee's regular shift for the duration of the jury duty.
- 11.4 **Non Discrimination** The Board and the Union will continue their past practice of not discriminating against any employee on the basis of race, color, age, sex, religion, or nationality with respect to hiring or terms or conditions of employment. References throughout this contract to "he, him, man or men" shall be deemed to refer equally to employees of either gender.
- 11.5 It is clearly understood by the parties that the following provisions in no way constitutes a guarantee of hours per day, days per week, or weeks per year. By way of illustration, not limitation, the Board reserves the right to increase or reduce hours, days and weeks to set the starting and ending days of the work week and work year, and the starting and ending times of the workday.

A school year Part-time employee is any support staff working less than thirty-five (35) hours per week on a regular basis.

A school year full-time employee will be any support staff working thirty-five (35) hours or more per week on a regular basis.

Fifty-two (52) week employee: A part-time employee is any support staff working less than forty (40) hours per week.

Fifty-two (52) week employee: A full-time employee is any support staff working forty (40) hours per week.

- A. The work year for bargaining unit members shall generally be as follows:
1. **Aides** The work year shall generally coincide with the student attendance year.
 2. **School Year Secretaries** The Secretary II work year shall generally begin at least two (2) weeks before the reporting date of teachers and end two (2) weeks after the last teacher workday. The Secretary I work year shall generally begin at least one (1) week before the reporting date of teachers and end one (1) week after the last teacher workday.
 3. **Food Service** The work year shall generally coincide with the student attendance year.
 4. **Bus Drivers** The work year shall generally coincide with the student attendance year.
 5. **Custodians** The work year shall generally be fifty-two (52) weeks.
- B. The workday for full-time bargaining unit members shall generally be as follows:
1. **Aides** 7 ½ hours (including a ½ hour unpaid lunch period)
 2. **Secretaries** 8 ½ hours (including a ½ hour unpaid lunch period)
 3. **Food Service-8 hour employees** 8 ½ hours (including a ½ hour unpaid lunch period)
 4. **Custodians** 8 ½ hours (including a ½ hour unpaid lunch period)
- C. The workday for bus drivers shall be as per scheduled run. Runs shall be scheduled according to the system set out in Article 12 of this Agreement.
- D. A minimum of two (2) hours shall be credited to an employee called in after hours for an emergency situation, even if less time is worked by the employee on the emergency. In such instances, the Board may assign work to complete the compensated two (2) hour time period.
- E. Employees will fall into one of the following classifications:
- II. Hourly employees employed to work full-time forty (40) hours per week fifty-two (52) weeks per year.
 - IIa. Hourly employees employed to work part-time working less than forty (40) hours per week fifty-two (52) weeks per year.
 - IIb. Hourly employees employed thirty-five (35) hours per week.

IV. Part-time employees employed less than thirty-five (35) hours per week.

V. Bus Drivers – Students’ school year

VI. Part-time Cooks – Students’ school year

11.6 Employees will be given adequate and appropriate supplies and equipment, in good repair as determined by the Board, to perform their assigned duties.

11.7 The Board shall support and assist employees with respect to the maintenance of control and discipline of students in the employee’s assigned work area. On a case-by-case basis, the Board will determine what training and other support should be provided to an employee assigned to provide medically related services to students.

11.8 An employee shall be generally responsible to only one (1) supervisor. If there is a conflict in directives from more than one (1) supervisor, employee(s) shall follow the directive of the higher-level supervisor.

11.9 **FOOD SERVICE**

A. Food service employees who are responsible for transporting food in school vans shall be compensated beginning from the time the van is picked up by the employee at the van storage area.

B. Work for Outside Groups – Kitchen work generated by non-employer groups who use school facilities shall be handled in accordance with the overtime provisions.

11.10 **CUSTODIANS**

Generally, custodians shall work first shift during the summer and holiday break periods. The Board reserves the right to change shift hours.

11.11 **LABOR DAY**

School year employees whose position starts after Labor Day shall not receive Labor Day as a paid holiday.

TRANSPORTATION
ARTICLE 12

- 12.1 The Board shall maintain whatever bus run system it deems necessary to provide efficient and cost effective operations. Should the Board elect to change the present system it will notify employees.
- A. Runs
1. All transportation of students on buses as customarily and currently performed shall be considered transportation work, with the exception of Newaygo County Alternative Academy teachers who have a CDL with appropriate qualifications. For illustration purposes, commercial buses may be used for long trips and teachers and coaches may drive students in vans or cars. Should an extracurricular activity lose district-funding, parents and boosters will not be bound by this section.
 2. At least five (5) days prior to the beginning of the school year, a Drivers meeting will be held. At the meeting, safety and rule updates will be presented, extra-trips rotation lists will be available, and only those runs that are vacant will be posted for interested drivers. It will be the responsibility of every driver to inform the Transportation Director in writing of any change of name, address, telephone number, or any other information that would affect his/her job responsibilities. Those drivers unavailable to attend shall be able to sign up for runs through a written proxy to another driver which must be presented to the Transportation Director.
 3. At the opening meeting, only runs that are vacant will be posted.
 4. In constructing runs, (a.m., p.m., and noon runs) Kindergarten, Vocational, Special Education, and other special shuttles shall not be tie-barred together, unless it is within a one-hour time limit then additional stops can be added. The one-hour time limit will be calculated on the actual drive time of the run. If an additional stops causes the run to go over the one-hour time limit the driver will be paid in six (6) minute intervals. If MECEP is transported separately, it shall be treated in the same manner.
 5. All regular, A.M., P.M. and special runs will be paid per run.

6. Should any new runs become available during the school year, they shall be posted in accordance with the posting procedure in Article 12.2 and awarded to the most senior applicant.
7. If a run is eliminated, the driver holding that run may elect to bump into a run held by the least senior driver.
8. The Board shall post, on the Transportation Building bulletin board, the following: 1) Seniority list; 2) Field Trip Rotation list. The lists shall be updated with all changes as they occur.
9. Substitute drivers for kindergarten runs will be limited to the number of kindergarten runs there are, and be allowed to ride each run once and be compensated after the driver has substituted a minimum of the number of kindergarten runs. The designated substitute drivers will have until Thanksgiving Break to ride all the runs. If a driver refuses to substitute 3 times their name will be removed from the kindergarten substitute list. If a driver does not substitute drive the minimum number of kindergarten runs, and has not refused to drive 3 times he/she will be compensated for riding the kindergarten runs at the end of the year.
10. After Thanksgiving Break if a substitute driver for a kindergarten run has not ridden the route that he/she is to substitute on he/she cannot take the run. The substitute position will be awarded to the next senior driver on the list. Newly added substitute drivers will be given an opportunity by the Transportation Director to ride a run prior to substituting.
11. A kindergarten substitute driver list will be posted at the driver's meeting and will remain up during the year. Anyone can sign the list but only the top seniority drivers will be selected. As drivers do not meet the driving criteria they will be eliminated from the list and the next driver according to seniority will be added to the substitute list.

B. Preparation of Buses

Drivers are responsible for performing the pre and post safety checklist per run, and adhering to all Driver Rules and Responsibilities. Drivers are responsible for fueling, checking oil, and sweeping and cleaning the interior of the buses to which they are assigned. Additionally, drivers who are assigned a field trip shall have fifteen (15) minutes added to the accumulated time of the trip for the responsibilities cited above.

C. Extra Trips

1. Drivers shall be paid extra trip rate for all extra trips and athletic trips.
2. All extra trips shall be posted in advance of the trip, along with the projected length of the trip and leaving times. It will be posted at least twenty-four (24) hours in advance, if possible. Extra trips shall be awarded to an interested driver on the rotation list procedure. The extra-trip rotation lists will work as follows: The rotation lists will be developed by seniority from those interested drivers who signed the lists at the opening meeting. There will be two (2) extra trip rotation lists posted. One list for trips less than three (3) hours , and one list for trips three (3) or more hours. As a run becomes available, the driver at the top of the list will be asked, then the next, and so on until a driver accepts the run. The next available run will be offered to the next driver in the rotation. Once through the rotation, it goes back to top of the list and starts again. If no one on the rotation accepts the run, it then can be offered to substitute bus drivers. If no one accepts the run, it then must be taken by the driver who was next in rotation.
3. Extra trips less than three (3) hours shall not be available to drivers who have regularly scheduled runs.
4. Drivers who sign up and fail to take a trip shall take a pass on the rotation system.
5. When an extra trip is canceled less than one (1) hour from the time the trip is scheduled, the driver shall be paid for one (1) hour at the extra trip rate. That driver shall be offered the next available trip of equal time if requested.
6. Athletic team trips will be bid out and given to the most senior driver in rotation for that team's season.
7. If a driver of an athletic trip is absent and cannot take the run, the replacement driver will be selected from the three (3) hours or more rotation list.
8. A driver cannot take an extra-run/trip if it interferes with their AM-PM, kindergarten.
9. Athletic team trips will be bid out and given to the most senior driver in rotation for the team's season. If a team trip is eliminated for the rest of the season, the driver of the eliminated run will have the right to bump the lowest comparable team trip.

D. Substitutes/Temporary Run Vacancies

1. If there is a temporary vacancy four (4) days or less in a regular run due to illness or absence of another driver, such vacancies will be filled through a daily posting and awarded to the most senior driver. No driver can give up a regular run to accept a temporary run vacancy, and the driver must have room in his/her regular schedule to accommodate the run if accepted. If no such driver(s) is/are available, it shall be offered to a substitute bus driver.

2. A temporary vacancy, known by the Transportation Director to be five (5) or more days due to illness or an approved leave of absence, it will be posted once and awarded to the most senior driver for the duration of the absence. No driver can give up a regular run to accept a temporary run vacancy, and the driver must have room in his/her regular schedule to accommodate the run if accepted. If no such driver(s) is/are available, it shall be offered to a substitute bus driver.

12.2 Bidding Procedure for Bus Run Vacancy

- A. Regular run – Driver has an A.M. & P.M., or A.M., P.M. or Noon run that operates on a daily or weekly basis throughout a school year.
- B. There will be no splitting of an A.M. & P.M. run.
- C. The only way a Regular run can be bid out on a permanent basis is through resignation, termination or retirement.
- D. When a regular run is open for bidding on a permanent basis, it will be posted for three (3) consecutive working days. All qualified interested drivers may sign the bid sheet. The run will be awarded to the driver who signed the bid sheet with the most continuous seniority with the Newaygo Public Schools. If no such driver is available, it shall be offered to the most qualified substitute bus driver.
- E. The assignment of trainer(s) to train new drivers is the right of the Transportation Director or his/her designee.

12.3 Licensing/Training

- A. The Board shall reimburse all regular drivers who have fulfilled their probationary period the cost of their CDL less the cost of an operator's license. Required physicals, if not covered by insurance, shall be reimbursed at whatever rate the Board-appointed physician charges. Drivers may select their own physician, but will only be reimbursed at the Board rate. This does not apply to drug testing.

Drivers/employees will be paid, their extra trip pay/hourly wage, for attending meetings and any training as required by the State of Michigan or the Board.

12.4 Bus Drivers' Regular per diem rate shall include the following:

1. Regular A.M & P.M. Runs
2. Vocational Runs
3. Kindergarten Runs
4. Preschool/ MECEP Run

SCHOOL CANCELLATIONS
ARTICLE 13

13.1 In the event school is canceled prior to the start of an employee's workday due to inclement weather or conditions not within the control of the Board, the following procedures will apply:

- A. Custodian and Cleaners will report to work and will be paid at their regular rate for the day. If road conditions are dangerous, custodial employees may report one (1) hour late without loss of pay if approved by the Superintendent.
- B. Aides, bus drivers, secretaries, and food service employees shall not be required to report to work except as provided below.

The first four (4) days of each school year when school is canceled prior to the start of the workday, employees will receive their regular rate of pay for the day(s). If school is canceled more than four (4) days and the Board determines not to make up the days, employees will **not** be paid for the day(s). If the Board determines to make up the days, employees will be paid when the day(s) is/are made up and worked.

- C. In the event school is delayed, the Production Kitchen Staff, Secretaries and Custodial Staff must report at their regularly scheduled hours unless advised not to by the Superintendent or immediate supervisor. All other employees need not report until the rescheduled start of school. All employees who are not required to report will be paid for the delayed hours. Bus drivers will be paid when they make their runs. If school is canceled the kitchen staff and secretaries will be paid for their hours worked and it will not count towards their snow day hours.
- D. Employees have the option to use paid personal days (if they have any available) to cover any inclement weather days over the four (4) paid days. Employees wanting to take a personal day must call the Administration office by 12:00 p.m. the day of the cancellation and speak with payroll. If a custodian or cleaner elects to use a "personal day" on a day school is cancelled he/she must receive approval from his/her immediate supervisor.

BOARD RIGHTS
ARTICLE 14

- 14.1 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Laws of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
- 14.2 It is expressly agreed that all rights which ordinarily vest in and are exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in, and be exercised exclusively by, the Board. The Board shall negotiate with the Union as to the taking of action under such rights and with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
- A. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Board.
 - B. Continue its rights of assignment and direction of work of all of its personnel; determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
 - C. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, in accordance with the terms of this Agreement; assign work or extra duties to employees; determine the size of the work force; and lay off employees.
 - D. Determine the services, supplies and equipment necessary to continue its operations; determine the methods, schedules and standards of operation; determine the means, methods, and processes of carrying on the work, including automation thereof or changes therein, and the instruction of new and/or improved methods or changes therein.
 - E. Adopt reasonable rules and regulations.
 - F. Hire all employees; determine their qualifications and conditions of continued employment, dismissal, or demotion; and promote and transfer all such employees, as long as such shall be reasonable and in accordance with the provisions of this Agreement.

- G. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 - H. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
 - I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 - J. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
 - K. Determine the policy affecting the selection, testing or training of employees, providing such selection shall be based upon lawful criteria.
- 14.3 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, and the adoption of polices, rules, regulations, and practices in furtherance thereof, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Laws of the State of Michigan, and the Laws of the United States.
- 14.4 The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement without the mutual consent of the parties.

BARGAINING UNIT MEMBERS RIGHTS AND PROTECTIONS

ARTICLE 15

- 15.1 A bargaining unit member shall be entitled to have one (1) representative of the Union present during any meeting which may lead to disciplinary action by the Board.
- 15.2 Bargaining unit members shall have the right to file and have processed their legitimate grievances.
- 15.3 The private/personal life of the employee is not within the appropriate concern of the Board unless the conduct of the employee adversely affects the employee's relationship with students or the discharge of other school-related duties.
- 15.4 Confirmation of discipline or discharge will be issued in writing stating the reasons for the action. A copy of the written statement will be provided to the Union representative and the employee whenever discipline, time off or discharge is involved.
- A. **Discipline** The Board agrees to take any necessary disciplinary action within five (5) working days of the occurrence, or notify the Union that an investigation is taking place.
- B. Due process will be followed in disciplinary actions, which may include written warnings, reprimands, suspensions with or without pay, or dismissal. However, any disciplinary action shall be appropriate to the behavior which precipitated said action and, therefore, might begin at any level. The discipline, discharge, and layoff of probationary employees shall not be subject to the Grievance Procedure.
- 15.5 The Union agrees that the Board has just cause to discharge any employee who is convicted of any felony while employed by the Newaygo Public Schools.
- 15.6 An appeal regarding disciplinary action will be submitted to Level Two of the Grievance Procedure according to the timelines set forth in Article 4 of this Agreement.
- 15.7 A. An employee shall have the right to schedule with the Superintendent's office a review of the contents of his/her personnel file, excluding initial references, of the Board pertaining to the employee originating after initial employment and to have a representative of the Union accompany the employee in the presence of the Board in such review.
- B. No material of a disciplinary nature will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written comment regarding any material and the same shall be attached to the material in question. An employee's Union representative shall sign the material

indicating its presence and his/her awareness of its existence, if requested. Such signature shall not necessarily mean agreement with the material.

- C. Disciplinary records will be kept on file for the life of the employee and may be used for evidentiary discovery. Disciplinary records that are over one (1) year old will not be used in progressive discipline unless it is a safety write up. Safety write ups will be held for progressive discipline for two (2) years.

- 15.8 Any case of assault upon a bargaining unit member shall be promptly reported to the Board. The Board shall render all reasonable assistance to the employee to prevent injury when possible during their scheduled work hours.

HOSPITALIZATION, DENTAL, AND LIFE INSURANCE
ARTICLE 16

- 16.1 The Board will provide to full-time support staff employees, Classification II full family medical coverage and employee only vision insurance for the life of the Agreement. In the event that the employee declines all medical and vision coverage, the Board shall pay Three Hundred (\$315.00) Dollars per month stipend in 2010-11. If the employee wishes to purchase additional insurance provided by the school district's insurance carrier, the employee must apply at open enrollment and must carry the additional coverage for the entire benefit year. The annual premium due for this additional coverage will be made by payroll deduction each pay period during the school year and will be paid in full by the first pay in June of the school year. Any additional cost will be paid by payroll deduction at the expense of the employee. The Board will make available a Section 125 plan.
- 16.2 A. The Board will provide to full-time support staff employees, Classification III working less than forty (40) hours Two Hundred Forty (\$240.00) Dollars per month for 2010-11, and those employees who work forty (40) hours or more a stipend of Three Hundred Fifteen (\$315.00) Dollars per month in 2010-11 as a contribution toward providing (at the choice of the employee) hospitalization, vision insurance or investment plan. If the employee wishes to purchase additional insurance benefits or a reduced insurance plan provided by the school district's insurance carrier, the employee must apply at open enrollment and must carry the additional coverage for the entire benefit year. The annual premium due for this additional coverage will be made by payroll deduction each pay period during the school year and will be paid in full by the first pay in June of the school year. Any additional cost will be paid by payroll deduction at the expense of the employee. The Board will make available a Section 125 plan.
- 16.2 B. Aides, classification III, shall receive the above stipend for the period of nine months beginning September through May.
- 16.3 The following are the negotiated Medical and Vision Benefits:
- Lifetime Maximum
 - Inpatient Hospital Care
 - Emergency Room
 - Mental health Care
 - Surgery
 - Anesthesia
 - Physical Therapy
 - Selected Human Organ Transplant
 - Miscellaneous
 - Diagnostic & Therapeutic Services
 - Mammography Screening

Hospice Care
Home Health care
Rx co-pay \$10.00/20.00
Office co-pay \$30.00 (to be reimbursed by Board)

Vision:

Exams
Type of Lenses:
 Single vision
 Bifocal vision
 Tri-focal vision
 Lenticular
Frames
Contacts
Benefit frequency:
 Exams Every twelve (12) months, from the last date of service.
 Lenses Every twelve (12) months, from the last date of service.
 Frames Every twelve (12) months, from the last date of service.

- 16.4 If an employee wishes to purchase additional insurance benefits or a reduced insurance plan provided by the school district's insurance carrier it will be made available to them on payroll deduction at their cost. The Board will make available a Section 125 plan.
- 16.5 The Board will provide basic term life insurance in the amount of Ten Thousand (\$10,000) Dollars to all support staff employees, Classifications II, III, IV, V, VI. An employee must be scheduled a minimum of fifteen (15) hours per week to qualify for life insurance.
- 16.6 Employees receiving medical and vision insurance shall pay ten percent (10%) of the total premium of the enrollment group – Single, Two person or Family.

NO STRIKE CLAUSE

ARTICLE 17

- 17.1 The Union and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.
- 17.2 The Board agrees it will not lock out employees during the term of this Agreement. This provision shall not be construed to prohibit the Board from sending employees home during a strike by another labor group or by the Union and/or certain of its members in violation of Section 17.1.

**WAIVER
ARTICLE 18**

- 18.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.
- 18.2 This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Union. This Agreement is subject to amendment, alteration or additions, by a subsequent written agreement only between and executed by the Board and the Union. The waiver of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

DURATION
ARTICLE 19

All articles of the Agreement shall be effective 12:01 a.m. July 1, 2010 upon ratification by the Board and the Union and shall remain in effect until 11:59 p.m. June 30, 2013, negotiations following the 2010-11 school year will be limited to wages, as well as the union and Board of Education may identify up to three issues. Either party may serve notice to terminate or amend this Agreement by giving written notice to the other party on or before March 30, 2012.

Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Union, to the President or if to the Board, to Newaygo Public Schools, or to any such address as the Union or the Board may make available to each other.

In Witness Whereof, the parties have executed this Agreement.

BY [Signature]
President
Newaygo Board of Education

Date 8-22-11

BY [Signature]
Secretary
Newaygo Board of Education

Date _____

BY [Signature]
Superintendent
Newaygo School District

Date 8/12/11

BY [Signature]
Business Representative
RWDSU LOCAL 386

Date 8/12/11

BY [Signature]
Chief Steward
Newaygo Support Staff

Date 8-12-11

BY [Signature]
Steward
Newaygo Support Staff

Date 8/15/11

BY [Signature]
Steward
Newaygo Support Staff

Date _____

BY [Signature]
Steward
Newaygo Support Staff

Date 8/15/11

BY [Signature]
Steward

40 Newaygo Support Staff

Date 8/15/11