



# Grand Haven Area Public Schools

**AGREEMENT BETWEEN  
THE GRAND HAVEN AREA PUBLIC SCHOOLS**

AND

**LOCAL 517M, UNIT 16, SERVICE EMPLOYEES  
INTERNATIONAL UNION, AFL-CIO**

**July 1, 2012 – June 30, 2013**

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## **AGREEMENT**

THIS AGREEMENT, made and entered into by and between the BOARD OF EDUCATION OF GRAND HAVEN AREA PUBLIC SCHOOLS (hereafter referred to as the "Employer") and LOCAL 517M, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO (hereafter referred to as the "Union").

### **ARTICLE I**

#### **Purpose and Intent**

The general purpose of this Agreement is to set forth the wages, hours and working conditions, which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union. Recognizing that the safety and well being of students are paramount and dependent upon the care and diligence of the school bus driving personnel, that the ability to maintain the physical plant and other facilities rests with the custodial and maintenance personnel, and that the efficient handling of the school lunch program rests with the food service personnel, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

### **ARTICLE II**

#### **Recognition**

**Section 1.** The Employer recognizes the Union as the exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment of the following employees: All regular custodial and maintenance employees, food service employees and transportation employees, excluding office clerical employees, supervisors and all other employees, as certified by the Michigan Employment Relations Commission. Specifically excluded are substitute employees and temporary employees, other than substitute employees with recall rights.

**Section 2.** The Employer and the Union agree that, for the duration of this Agreement, neither shall discriminate against any job applicant or employee because of race, religion, color, creed, sex, nationality or political belief, and that neither the Employer or its agents nor the Union or its agents or members shall discriminate against any employee because of his/her exercising those rights guaranteed by State or Federal law.

### **ARTICLE III**

#### **Definitions**

##### **Section 1.**

- A. The term "classification" shall mean an employee's particular job assignment or position within a department.
- B. The term "department" shall mean and refer to the following departments: 1) Custodial and Maintenance Department, 2) Food Service Department, and 3) Transportation Department.
- C. Use of pronouns or other terms referring to the male gender shall include the female gender, and use of pronouns or other terms referring to the female gender shall include the male gender.
- D. The term "school year employee" shall mean a person who is employed for approximately the same period of time that school is in session.
- E. The term "full year employee" shall mean a person who is employed as a regular employee for a period of twelve (12) months.

## ARTICLE IV

### Union Security and Check-Off

**Section 1.** All employees in the bargaining unit shall, upon completion of their probationary period (as provided in this Agreement) and as a condition of employment, pay to the Union either dues or a service fee equivalent to the amount of dues uniformly required of members of the Union; provided, however, that no employee in the bargaining unit shall be required, as a condition of employment, to become or remain a member of the Union. As used herein, the term "dues" shall mean all regular monthly dues.

**Section 2.** The Employer shall, upon receipt of a written individually signed check-off authorization (Appendix B), deduct the amount of regular monthly dues or equivalent service fees certified to the Employer by the Union Treasurer from the first or second paycheck of each month for employees who have so authorized such deductions. All sums deducted shall be transmitted by the Employer to the Union Treasurer within fifteen (15) calendar days after such deductions are made, and shall be accompanied by a complete list of the employees for whom such dues or fees have been deducted. The Union expressly agrees to collect all other Union charges, including any initiation fees special assessments, and such other charges, shall not be deducted by the Employer. The Employer shall not be required to make any check-off for dues or equivalent service fees in preference to legally required deductions or if an employee's pay in any pay period is not sufficient to cover such dues or equivalent service fees. Any employee may revoke his/her said voluntary check-off authorization upon thirty (30) days written notice to the Employer and the Union.

**Section 3.** The Union shall indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability, which may arise out of or in connection with the Employer's compliance with the provisions of this Article.

## ARTICLE V

### Union Representation and Officers

**Section 1.** A Bargaining Committee selected by the Union shall represent the Union in meetings with the Employer for the purpose of collective bargaining and for the purpose of administration of this Agreement. The Union shall furnish to the Employer a written list of the members of the Bargaining Committee, and shall advise the Employer in writing of any changes in such membership and of any alternate members of the Bargaining Committee. No Bargaining Committee member or alternate shall function as such until the Employer has been so advised by the Union.

All meetings between the Employer and the Bargaining Committee shall be at mutually agreed upon times. Bargaining Committee members and/or stewards, as the case may be, shall not be paid for such meetings with the Employer, unless they occur during their regularly scheduled working hours. If such meetings do occur during a Bargaining Committee member's or steward's regularly scheduled working hours, however, such employee shall be paid at his/her regular straight time rate of pay only for those hours necessarily lost as a result of such meetings; provided, however, that in no event shall more than six (6) employees be paid for any such meeting.

**Section 2.** In addition to the Bargaining Committee provided in Section 1, the Union may designate job stewards; provided, however, that at no time shall there be more than two (2) stewards from the Custodial and Maintenance Department, one (1) steward from the Food Service Department, one (1) steward from the Transportation Department, and one (1) Chief Steward representing all three (3) departments. The Union shall furnish to the Employer a written list of the stewards, and shall advise the Employer in writing of any changes in such stewards and of any alternate stewards. No steward shall function as such until the Employer has been so advised by the Union. Except for the Chief Steward, stewards shall only represent employees within their department.

The authority of such stewards shall be limited to and shall not exceed the investigation of grievances and/or the presentation of grievances to the Employer pursuant to Steps One (1) and Two (2) of the Grievance Procedure provided in this Agreement.

No steward shall leave a bus or building during working hours to either process or investigate a grievance or potential grievance without the express prior permission of his/her supervisor; provided, however, that such permission shall not be unreasonably withheld or withheld for more than two (2) working days; and provided further that such stewards shall promptly and without delay return to their work assignments. Grievances shall be

submitted at such times as will least interfere with the work schedules and school operations. No verbal discipline or discharge of any employee, which would result in loss of pay, shall be given unless a steward is present.

**Section 3.** Notwithstanding anything herein contained, any employee may at any time present grievances to the Employer on his/her own behalf and have the grievances adjusted, without intervention by the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided the Union has been notified and afforded an opportunity to be present at such adjustment.

**Section 4.** Executive officers of the International Union and/or their duly authorized representatives and/or the President of the Local Union (as distinguished from the President of the bargaining unit) shall be permitted to represent the Union for the purpose of collective bargaining and for the purpose of administration of this Agreement. Provided, however, that when any such persons are to be on school premises for any reason other than to so represent the Union in meetings with the Employer, such persons shall first notify the Employer with respect to the time of arrival, employee or employees to be contacted, and the purpose, place and duration of the visit; and provided further that such persons shall neither be on school premises at unreasonable times or places nor otherwise disrupt or interfere with regular school functions or operations.

## ARTICLE VI

### Management Rights

**Section 1.** The Employer, on its own behalf and on behalf of its electors, 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. Such rights and responsibilities shall include, by way of illustration and not by way of limitation, the right: To manage, direct and control the operations and activities of the School District; to hire, evaluate, promote, transfer, lay off and recall employees, to discipline and discharge employees for just cause; to determine the composition and number of facilities and their locations; to determine the size of the work force and to increase or decrease its size; to assign work; to create new jobs or change classifications; to direct the work force; to determine the services to be furnished and operations to be performed, including the methods, procedures, means and equipment required to provide such services and operations; to discontinue, combine or reorganize operations within the School District; to sub-contract work-within any department when purchased services are more efficient and economical; so long as it does not cause the lay off of bargaining unit employees or deprive them of their regularly scheduled work or of their regular and normal overtime and extra-hours; and to otherwise carry out the ordinary and customary functions of management except as specifically restricted by the terms of this Agreement and applicable state or federal statutes.

**Section 2.** The Employer shall have the right at any time to promulgate and to enforce such reasonable rules and regulations as it considers necessary or desirable for the safe, effective, proper and efficient operation of the School District, so long as such rules and regulations are not inconsistent herewith.

**Section 3.** It is understood and agreed that, in exercising its rights and meeting its responsibilities, the Employer acts through its administrative and supervisory staff in the administration of this Agreement.

**Section 4.** Evaluation of an employee's performance is a management responsibility. The instrument and criteria used to evaluate the employees in each department will be given to each employee within the department by September 1 of each-school year. If management determines to change or modify the present evaluation instrument, it shall notify the union and establish a committee of union members and administrators to develop any changes.

**Section 5.** Before any documents are placed in an employees' personnel file, the employee will have an opportunity to review the document. The employee may submit a written notation regarding any disciplinary documents, which shall be attached to the discipline.

## ARTICLE VII

### Grievance Procedure

**Section 1.** A grievance is defined as a claim by a member of the bargaining unit that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. The following procedure shall apply to such grievances:

**Step 1.** Within thirty (30) working days of the alleged occurrence, upon which a grievance is based, the aggrieved employee shall take the matter up with his/her immediate supervisor. The employee may request the presence of the steward of his/her department at that time, and, if the steward's presence is requested, the supervisor shall promptly arrange for his/her presence. The aggrieved employee and the supervisor shall use their best efforts to satisfactorily settle the grievance at this step. The supervisor shall, within three (3) working days after submission of the grievance to him/her, report his/her disposition of the matter to the aggrieved employee.

**Step 2.** If the grievance is not settled at Step 1, and the aggrieved employee desires to appeal it to Step 2, the grievance shall be reduced to writing, state the facts upon which it is based and when they occurred, specify the section of this Agreement which has allegedly been violated, specify the relief requested and be dated and signed by the aggrieved employee and by the steward if the steward was involved at Step 1. The written grievance shall be presented to the aggrieved employee's immediate supervisor within thirty-five (35) working days following the alleged occurrence upon which the grievance was based. Within five (5) working days after receipt of the written grievance, the supervisor shall submit a written answer to the aggrieved employee and to the Bargaining Committee upon the grievance form or by attachment thereto. If the matter is settled at Step 2, the supervisor, aggrieved employee and the Bargaining Committee shall sign the grievance, stating its disposition.

**Step 3.** If the grievance is not settled at Step 2, the Bargaining Committee may, within five (5) working days after receipt of the supervisor's written Step 2 answer, file a written appeal of the matter to the executive administrator in charge of the department. The executive administrator in charge of the department shall meet with the Bargaining Committee and Local President on the grievance within ten (10) working days after receipt of the written appeal from the supervisor's written Step 2 answer, and shall submit his/her written disposition of the grievance to the Bargaining Committee and Local President within five (5) working days following such meeting. The bargaining committee must respond within five (5) working days to the Step 3 response or the grievance will be considered abandoned by the Union.

**Step 4.** If the grievance is not settled at Step 3 and the Union desires to appeal it to advisory arbitration as herein provided, written notice of such intent shall be given to the executive administrator in charge of the department within ten (10) working days after receipt of the executive administrator in charge of the department written Step 3 answer.

Such advisory arbitration shall be before one (1) arbitrator, mutually selected by both parties through a list of arbitrators supplied by the Michigan Employment Relations Commission.

An informal hearing shall be held on the grievance, affording both sides an opportunity to present their case to the advisory arbitrator. The advisory arbitrator shall render his/her written recommendation concerning its advised disposition of the grievance within thirty (30) days following said hearing, and shall furnish a copy thereof to the Employer and the Union. Said recommendation of the advisory arbitrator shall be advisory only and shall not be binding upon either the Employer or the Union.

The costs, if any, for the services of the arbitrator shall be borne equally by the Employer and the Union. In the event a transcript of the arbitration proceedings is made, any party ordering a copy thereof shall bear the entire costs incurred by them in presenting their respective cases to the advisory arbitrator.

**Section 2.** Grievances which are not filed or appealed within the time limits specified in the grievance procedure shall be considered to have been withdrawn or abandoned and shall not be further considered, whether or not the aggrieved employee or the Union had knowledge of the occurrence. If the Employer fails or neglects to answer a grievance within the time limits specified at the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure unless the same has been withdrawn or otherwise resolved.

It is understood and agreed, however, that the time limits specified in this grievance procedure may be extended by mutual verbal or written agreement between the union and the employer.

**Section 3.** As used in this Article, the words "working days" shall mean any days excluding Saturdays (unless Saturday is a regularly scheduled day within a 40-hour work week), Sundays and holidays recognized under this Agreement.

## ARTICLE VIII

### Seniority

**Section 1.** Seniority shall be defined as an employee's length of continuous service in the employ of the Employer since his/her last hiring date, and the term "last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he/she has not quit, been discharged, or otherwise had his/her employment terminated as provided in this Agreement. Such seniority shall continue to accrue during vacations and during paid leaves of absence. Seniority shall be retained, but shall not further accrue during any unpaid leave of absence of more than thirty (30) consecutive workdays.

**Section 2. Probationary Employees** - Each new employee shall be considered to be on probation and shall have no seniority until such employee has worked 70 working days - a minimum of which must be 30 days when school is in session. During the probationary period, an employee may be laid off or discharged by the Employer without regard for the provisions of this Agreement and without recourse to the grievance procedure. The Employer shall have no obligation to rehire or recall an employee who is laid off or discharged during his/her probationary period, or to retain any employee for the full length of probation. Upon successful completion of the probationary period, an employee shall attain seniority effective as of his/her last hiring date.

**Section 3.** It is understood and agreed that the seniority provisions of this Agreement shall be applied as follows:

- A. For purposes of layoffs and recalls pursuant to Article IX hereof: On a classification-wide basis.
- B. For purposes of filling job vacancies or new positions pursuant to Article X hereof: First on a classification-wide basis; second on a department-wide basis; and third on a unit-wide basis.
- C. For purposes of computing fringe benefits: On a unit-wide basis.

**Section 4.** Current seniority lists, by classification, department and unit, shall be prepared by the Employer and provided to the President of the bargaining unit, in triplicate, within ten (10) days after the execution of this Agreement. Revised seniority lists, by classification, department and unit, shall be prepared by the Employer and provided to the President of the bargaining unit, in triplicate, every six (6) months thereafter. When a new employee is hired into the bargaining unit the Local President will be notified, in writing, within ten (10) working days.

When such seniority lists are initially prepared or thereafter revised, if two (2) or more employees on any such list have the same seniority, their names shall appear on the seniority list alphabetically according to the first letter or letters of their last name. If such employees have the same last name, the same procedure shall be followed by using their true first names.

**Section 5. Loss of Seniority** - An employee shall lose his/her seniority, and the employment relationship shall cease, upon the happening of any of the following events:

- A. He/she quits.
- B. He/she is discharged for just cause.
- C. He/she retires or is retired.
- D. He/she is laid off for a continuous period in excess of eighteen (18) months.
- E. He/she is on leave of absence for illness, injury or disability (paid or unpaid) in excess of twenty-four (24) months.

- F. He/she accepts without Board approval employment elsewhere while on leave of absence (other than military service leave of absence), or is or becomes self-employed without Board approval for the purpose of making a profit during a leave of absence;
- G. He/she fails to report to work on the first day following the expiration of an approved leave of absence, or on the first work day required of him/her pursuant to Article IX hereof following a recall, unless such failure is due to circumstances beyond the employee's control and the employee promptly notifies the Employer of the legitimate reason for such failure;
- H. Absence from work for more than three (3) consecutive working days without promptly notifying the supervisor of the employee's department of a reason acceptable to the Employer for such absence, unless otherwise excused.

**Section 6. Substitute Help** - A substitute employee is a person hired only to be used in the absence of a regular employee (e.g. Leaves of Absence, Sick Leave, Vacations, etc.). Such employee shall not be subject to any provisions of this agreement. Such substitute employees, however, shall not be used to violate the specific provisions of this agreement.

A laid-off employee will be considered for substitute work upon the employee's written request and based on the employee's qualifications for the substitute work. The laid-off employee performing substitute work shall retain bidding rights on job vacancies or new positions as provided in Article X.

A substitute employee, who works in the same assignment for an absent regular employee for a period of 60 or more consecutive days and is subsequently hired into the bargaining unit, shall be able to count that time as a long-term substitute (60 consecutive days or more) towards his/her seniority.

**Section 7. Temporary Help** - Persons hired by the employer for temporary periods shall not be subject to any provisions of this agreement, and such temporary help shall not be used to violate the specific provisions of this agreement.

Except for employees who are otherwise covered by the terms of this agreement, no person shall be used on a temporary basis for a period longer than ninety (90) calendar days. Any position lasting longer than the limit set forth herein shall become a bargaining unit position. However, the Union agrees that this section shall not apply to employees hired for yard and grounds upkeep. Such grounds employees may be used for a period of not more than six (6) months.

## ARTICLE IX

### Layoffs and Recalls

**Section 1.** When the size of the work force is to be reduced for any reason as determined by the Employer, all layoffs shall be by classification within the department or departments affected. In the event of such layoffs, positions will be eliminated, if possible, before hours are reduced. In the event of such layoffs, temporary or substitute help within the classification or classifications affected shall be laid off first, probationary employees within the classification or classifications affected shall be laid off next, and, if seniority employees, shall be laid off in reverse order of their classification seniority (i.e. employees with the least seniority shall be laid off first).

At the time a bus driver will have his/her hours reduced because of a loss of a run during the school year, the bus driver, a union representative and the supervisor will meet.

A ten (10) calendar day written notice of layoff or reduction in hours will, when possible, be given. This will not apply for reasons of work stoppage or strikes by employees and/or employee groups, or to summer recess and other recess periods, including parent/teacher conference periods.

When hours are reduced 30 minutes or more per employee, per day or in the event of such layoffs, a senior employee, having been laid off from his/her position may, not later than five (5) days of district operation (when the Education Service Center's central office is open) after a lay-off notification is issued (i.e. personally delivered or certified mail), bump an employee with less seniority, first within his/her classification if possible; if not, then an employee in a classification within the same department, who receives the same or lower rate of pay and has less departmental seniority. If a seniority employee is bumped as herein provided, such employee shall be laid off and shall have the same bumping rights. It is understood and agreed, however, that no laid off employee shall be



permitted to bump any employee in a different department (unless that employee has previously earned seniority in that department and is able to perform the work), any employee in a higher paying classification, any employee after the first (1st) working day following his/her layoff, any employee with equal or greater departmental seniority, or any employee whose job he/she is not able to perform. As an employer option to the notification process herein described, it is understood that the employer may establish a specific date, time and place for total bidding process among all or a part of the work force when any significant reduction or change in the work force is contemplated.

Above paragraph does not pertain to Transportation Department mid-day runs. See Article X Section 1B.

In the event of a layoff, exception to stipulations listed above, is individuals who had previously been awarded higher classification positions will retain the right to bump into those positions provided they continue to meet minimum qualification standards.

Laid off employees, except temporary or substitute help, shall be permitted to bid on job vacancies or new positions as provided in Article X of this Agreement.

**Section 2.** When the size of the work force is to be increased following a layoff pursuant to Section 1, above, all recalls shall be by classification within the department or departments affected. In the event of such recalls, seniority employees within the classification or classifications affected shall be recalled first in the order of their classification seniority (i.e. employees with the greatest seniority shall be recalled first), and probationary employees within the classification or classifications affected shall be recalled next.

All recalls shall be made by written notice sent by certified or registered mail, return receipt requested, to the employee's last known address according to the records of the Employer. Such recall notices shall specify the date upon which the employee shall return to work and such recalled employees shall return to work on the date so specified; provided, however, that if said date is within seven (7) working days following the date the recall notice is received (as indicated by a signed receipt) or returned undelivered, the employee shall have seven (7) working days following the date of mailing said recall notice within which to return to work.

**Section 3.** The Employer will not hire new employees to a classification within which there remains laid off employees who have not been recalled as provided in Section 2, above; and the Employer will not for more than one (1) day use employees assigned to one classification in another classification if there remain laid off employees within the latter classification who have not been recalled; provided, however, that nothing herein contained shall prevent the Employer from hiring temporary or substitute help pending the return to work of recalled employees.

## **ARTICLE X**

### **Job Placement and Promotions**

#### **Section 1.**

- A. When the hours of a position are increased by 30 minutes or more per employee, per day, when a job vacancy occurs or a new position is created within the bargaining unit, notice of such vacancy or position shall be posted by the Employer on a bulletin board in each school for a period of not less than seven (7) work-days for the classification within which the job vacancy or new position exists, before filling the job on a regular basis. In addition, the Employer shall mail a copy of the notice to the President of the bargaining unit on the day of posting. Note: If the time in the position goes down at least 30 minutes, the employee can bump voluntarily.
- B. When a job vacancy occurs in the transportation department, the bus runs which occur during the middle of the day such as Skills Center, Swim Run, will be separated and posted in parts for bidding. Drivers bidding on these runs must not have a conflict with their regularly scheduled run if assigned the special run and no run will be granted to a driver if it causes a working day in excess of eight (8) hours. Mid-day runs shall be re-bid every year. In the event of a mid-day run being completely eliminated, the driver has the right to bump any less senior driver's mid-day run.

**Section 2.** Any employee, whether within the classification for which a job vacancy or new position has been posted or within another classification, may bid on such job by making application to the Human Services Department within the posting period provided in Section 1, above. After the end of said posting period, an employee may not bid on or make application for such job, regardless of the reason for his/her failure to bid during the posting period and regardless of his/her seniority within the classification or within the bargaining unit.

**Section 3.** Such job vacancies or new positions shall be filled by the Employer, within fifteen (15) work days after the end of the posting period, from among the qualified applicants, if any, from within the classification for which the job was posted; provided, however, that if there are no applicants within that classification who qualify for the job, then such job vacancy or new position shall be filled from among the qualified applicants within another classification in the same department; provided further that if there are no applicants within that department who qualify for the job, then such job vacancy or new position shall be filled from among the qualified applicants within another department; and provided still further that if there are no applicants within another department who qualify for the job, then the Employer may, at its option, either hire a new employee for the job or select an employee and train him/her for the job.

When a position is filled from within another department as described in the Article X, Section 3, that employee shall serve a twenty (20) working day probationary period in the newly-assigned position in order to demonstrate their suitability, as determined by their immediate supervisor, and to ascertain their desire to remain in the new position. After successful completion of the probationary period, pay will be resolved in accordance with Article X, Section 8.

**Section 4.** Such job vacancies or new positions shall be filled by the Employer, in the manner hereinabove provided, based upon the seniority and qualifications of the applicants for such job vacancies or new positions. The most senior bidding employee meeting the job requirements and qualifications as listed on the job description for the posted position, shall receive the opportunity to qualify for the position. An employee shall receive, in writing, the reason for failure to receive or qualify for the posted position.

**Section 5.** Notwithstanding the provisions of Sections 1 through 4 above, the Employer may immediately fill a job vacancy or new position on a temporary basis during the time necessary to fill the job on a regular basis in the manner provided hereinabove.

**Section 6.** Except for employees temporarily assigned to fill a job vacancy or new position in any department pursuant to Section 5, above, and except for job vacancies or new positions within the Transportation Department where there shall be no qualifying period (other than the regular probationary period), any employee transferred or promoted to regularly fill a job vacancy or new position in the Custodial and Maintenance Department or the Food Service Department shall be given ten (10) workdays within which to demonstrate his/her ability to perform the work required to the satisfaction of the Employer. If an employee is unable to qualify during said ten (10) workday period, he/she shall be returned to his/her former job without loss of seniority or prejudice as to his/her former job's rate of pay. This ten (10) day probationary period must be completed prior to substituting for jobs that conflict with the hours of the new position. The employer and the union president may agree to extend the probationary period to a maximum of twenty (20) days. In the event a person returns to their former position, the position will be awarded to the next qualified person who signed the original posting eliminating the stipulation of re-posting the position.

**Section 7.** An employee who is permanently transferred to a classification carrying a lower rate of pay than the classification from which he/she was transferred shall receive the one year rate of pay for such new classification until his/her ten (10) workday qualification period is completed.

Transportation employees hired from within another Local 517M Department will serve a twenty (20) workday qualifying period to demonstrate his/her ability to perform the work required to the satisfaction of the employer.

Transportation employees filling job vacancies that occur within the Department will serve no qualifying period. A Bus Driver awarded a run, however, shall be allowed to return to their former run any time during its' posted time regardless of seniority.

**Section 8.** An employee who is promoted and/or transferred to a classification carrying a higher rate of pay than the classification from which he/she is promoted shall receive the starting rate of pay for such new classification or his/her regular rate of pay for his/her former classification, whichever is greater, until his/her ten (10) workday qualification period is completed. After completion of said qualification period an employee so promoted and/or transferred shall receive the rate of pay for such new classification to which he/she is entitled on the basis of his/her unit-wide seniority.

**Section 9.** Except for disciplinary reasons, an employee may refuse permanent transfer or promotion without loss of seniority. For purposes of this Section, the phrase "permanent transfer or promotion" shall mean any transfer or promotion in excess of thirty (30) calendar days except during the summer vacation period. For the purpose of benefits, ten (10) workdays must be completed. Insurance will begin on the eleventh (11<sup>th</sup>) day.

**Section 10. Summer Vacation Period Job Assignments -** The following terms and positions shall govern jobs or job assignments occurring during the summer vacation period:

**A. Transportation Department:**

Bus driving jobs that become available during the summer months will be posted and assigned to employees of the Transportation Department in the order of their seniority. Summer bus runs will be posted for one (1) week when feasible. The overtime roster provided in Article XII, Section 6, hereof shall not apply to summer vacation period work.

**B. Custodial and Maintenance Department:**

1) Employees within the Custodial and Maintenance Department shall generally be assigned to either full year (12 month) positions or school year (approximately 9 1/2 month) positions, and employees assigned to school year positions shall not be permitted to displace employees assigned to full year positions, and vice versa, except under the circumstances and in the manner provided in Article IX (Layoffs and Recalls). Accordingly, employees regularly assigned to school year positions will not normally work during the summer vacation period, irrespective of their seniority; provided, however, that the Employer shall not deprive employees assigned to school year positions of summer work by using temporary or substitute help during the summer vacation period to perform work which is customarily and routinely performed during the school year by regular employees assigned to school year positions.

**C. Food Service Department:**

1) Food Service Department jobs during the summer vacation period will be posted prior to the end of the school year if possible. The jobs will be assigned to the food service department employee with the greatest seniority who is qualified to do the job.

**Section 11.** Except as provided in Sections 7 and 8 of this Article, with respect to permanent transfers or promotions, when an employee is temporarily assigned by the Employer to a classification carrying a rate of pay lower than his/her regular classification, such employee shall be paid the rate of pay for his/her regular classification during such temporary assignment; and when an employee is temporarily assigned by the Employer to a classification carrying a rate of pay higher than his/her regular classification, such employee shall be paid at the higher rate of pay during such temporary assignment.

**Section 12.** Any employee interested in summer employment will sign a roster prior to conclusion of the school year.

## ARTICLE XI

### Working Hours and Schedules

**Section 1.** The normal work week for employees shall consist of five (5) consecutive days, Monday through Friday, inclusive; provided, however, that a regular Tuesday through Saturday work week may be established by the Employer in the manner prescribed in Article X hereof for not more than three (3) employees in the bargaining unit.

**Section 2.** The normal workday for full-time employees shall consist of eight (8) hours, and the normal workweek for full-time employees shall consist of forty (40) hours.

### Section 3. Shifts:

- A. Custodial and Maintenance Department:** All employees of the Custodial and Maintenance Department whose work shift regularly starts on or after 6:00 a.m., but before 9:00 a.m. shall be considered on the first (1st) shift.

All employees of the Custodial and Maintenance Department whose work shift regularly starts on or after 3:00 p.m., but before 6:00 p.m., shall be considered on the second (2nd) shift.

All employees of the Custodial and Maintenance Department whose work shift regularly starts on or after 8:00 p.m., but before 11:00 p.m., shall be considered on the third (3rd) shift.

During summer, spring, and Christmas breaks, the number of hours worked for cleaning staff shall remain the same as when school is in session. During Parent/Teacher Conferences, the Cleaning staff should report to work at 7:00 a.m.

- B. Food Service Department:** When there is an absence in the Food Service Department of more than two (2) days, substitutes will be chosen from the workers who are qualified to do the work and have indicated, in writing their interest to substitute.

The following parameters will be used in filling substitutes for Food Service:

- No more than two employees per site will be utilized
- Employee with most senior/qualified status will be selected
- Pay is at the rate of the substitute position they are performing
- Employee must complete ten (10) day probationary period in new position prior to substituting for jobs that conflict with the hours of the new position

### Section 4. Lunch Breaks:

- A. Custodial and Maintenance Department -** All employees of the Custodial and Maintenance Department whose normal shift starts on or after 6:00 a.m., but before 12:00 Noon and consists of six (6) or more paid hours per day, shall receive a one (1) hour or one-half (1/2) hour unpaid lunch break during their shift, as scheduled by their supervisor. All employees of the Custodial and Maintenance Department whose normal shift starts on or after 12:00 Noon and consists of more than four (4) paid hours per day, shall receive a one-half (1/2) hour unpaid lunch break during their shift, as scheduled by their supervisor.
- B. Food Service Department -** All employees of the Food Service Department whose normal shift starts on or after 6:00 a.m., but before 12:00 noon and consists of six (6) or more paid hours per day, shall receive a twenty (20) minute paid lunch break during their shift, as scheduled by their supervisor. All regular employees of the Food Service Department, whose regular assignment is three (3) or more hours shall receive a fifteen (15) minute paid break during their shift, as scheduled by their supervisor. Standard Type A lunch will be provided for Food Service department personnel.
- C.** All Cleaning employees will be provided the opportunity for a ½ hour unpaid lunch. By June 15 of each year, cleaning employees will be required to declare their intent to take or not take a lunch period for the upcoming school year to be effective as of July 1. The supervisor will handle changes to this declaration will be handled on a case-by-case basis.

### Section 5. Rest Periods:

- A. Custodial and Maintenance Department and Food Service Department:**

Employees of the Custodial and Maintenance Department and of the Food Service Department shall receive one (1) paid rest period of fifteen (15) minutes, as scheduled by their supervisor, during each four (4) consecutive hours worked on a given day; provided, however, that scheduled intervening lunch breaks shall neither be counted as hours worked nor used to defeat the required four (4) consecutive hours; and provided further that the right to reasonable temporary relief shall not be eliminated.

**Section 6. High School Food Service - Exam and Conference Periods:**

Food Service workers needed at the high school during conference and exam periods are to remain on duty until dismissed by the supervisor.

**Section 7.** In the event an employee has regularly scheduled hours reduced below the required level for maintaining benefits (Article XXI, Section 2), that employee shall have benefits until the end of the month. Any reduction in an employee's regular schedule shall be made from the least senior employee within the appropriate classification and/or work site, if possible.

There will be a ten (10) workday waiting period to receive benefits; to be sure the employee is working the required number of hours (Article XXI, Section 2) to receive benefits. Benefits will then begin on the eleventh (11<sup>th</sup>) day.

If an employee with benefits gives up hours of their own free will, putting them under the required number of hours (Article XXI, Section 2), they will lose their benefits at the end of the month. Administration will notify the employee when benefits terminate.

**Section 8.** Bus drivers' start-up time shall be defined as fifteen (15) minutes of driving time unless inclement weather causes an increase as approved by supervisor.

**Section 9.** Regular routes will be posted as complete bidding blocks of secondary/elementary runs whenever possible. These sets will take time/distance considerations into account to ensure timely school arrivals, and will afford all drivers the opportunity to bid on newly developed routes.

Mid-day special runs posted assume the same time/distance consideration as other runs. Adjusting an existing run to accommodate qualification for the posted run when it results in a degradation of service is not permissible. In extreme cases, in which no qualifying driver for a mid-day posting exists, the Director of Transportation will resolve the situation in a manner consistent with maintaining the highest level of service possible.

**Section 10.** The District and the Union agree to the following terms pertaining to bus driver support of field trips and athletic events outside the school district. Bus drivers may be used for:

- All trip destinations funded and approved by the district within a 160-mile radius of Grand Haven.
- All trip destinations funded and approved by the district greater than a 160-mile radius of Grand Haven when the trip falls into one of the following categories:
  - Remain Over Night - Driver remains overnight with the group.
  - Multiple bus shuttle/differing day of return - Drivers return together on one bus. Two senior drivers, at a minimum, split the return driving time to point of origin and return time to pick up group.

At the start of each school year, all drivers will be provided the opportunity to opt out of the trips with destinations greater than 160 miles. This declaration of intent form would preclude their assignment to such trips without loss of driving time on the equalization schedule. Their declaration, once given, cannot be rescinded but would expire at the end of the school year.

**Section 11.** Field trips canceled thirty (30) minutes or less prior to departure:

No notice cancellation pay will be computed along the following parameters:

**FIELD TRIPS/ATHLETIC EVENTS CONNECTED TO THE A.M. OR P.M. DRIVING DAY**

Pay compensation is driving time (lost driving time) resulting from the cancellation or thirty (30) minutes, whichever is greater.

**FIELD TRIPS OR ATHLETIC EVENTS NOT CONNECTED TO THE AM OR PM DRIVING DAY WITH A DEPARTURE TIME AFTER 6:00 A.M. AND BEFORE 6:00 P.M.**

Pay compensation is driving time (lost driving time) or one hour, whichever is greater.

**FIELD TRIPS OR ATHLETIC EVENTS NOT CONNECTED TO THE A.M. OR P.M. DRIVING DAY WITH A DEPARTURE TIME:**

- On or before 6:00 A.M.
- On or after 6:00 P.M.
- All weekend & holiday trips
- Trips conducted when school is not in session

Pay compensation is driving time (lost driving time) or two (2) hours, whichever is greater.

When field trips involve several buses being assigned but not all buses are needed, the Director of Transportation will determine which driver(s) will continue with the run. This will be done with consideration to the equalization roster, scheduled and anticipated field trips and practical concerns of efficiency and customer service.

The bus or buses directed to terminate their involvement in the field trip/athletic event will resolve pay compensation in accordance with the aforementioned guidelines.

**Section 12. Shuttle Service:**

- A. Shuttle runs are defined as an assignment in which a driver goes off the field trip pay clock between a return from drop off and a return for pick-up.
- B. Shuttle service is provided for in town and close proximity field trips and athletic events which conform to the following time lines:
  - 1. During the school day, the shuttle drop off/load for return must allow the driver at least two (2) hours off the clock.
  - 2. School days after hours shuttle runs must afford the driver at least three (3) hours off the clock.
  - 3. Weekend and holiday shuttle runs must afford the driver at least four (4) hours off the clock.
  - 4. Time off the clock is defined as the time from shut down at the bus garage until commencement of the fifteen (15) minute pre-trip inspection for the transit back to load at the scheduled time and designated place.
- C. These guidelines do not preclude administration exercising efficient use of assets either in assignment of field trips to utilize shuttle down time in the accomplishment of other mid-day activities or in refusal to requesting parties the use of shuttle service when it is deemed inefficient in terms of operating cost and vehicle wear.

**ARTICLE XII**

**Overtime and Premium Pay**

**Section 1.** The appropriate supervisor must approve all overtime pay prior to the time the overtime is worked.

**Section 2.** Time and one-half the regular rate of pay shall be paid for all hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one week. Paid sick leave, paid vacations and paid holidays, not to exceed eight (8) hours per day, shall be counted as time worked when computing overtime. In no event shall overtime hours be paid more than once (i.e. daily and weekly overtime shall not be paid for the same hours worked). Overtime hours will not be paid for Saturday if the employee has unpaid leave Monday through Friday. Maintenance employees who work overtime may request to receive compensatory time in lieu of pay. Compensatory time may be approved at the discretion of the employees' supervisor and shall be credited at the rate of one and one half the employee's rate of pay in compliance with state and federal law. Any time worked past 7:00 a.m. to 3:30 p.m. on a regular workday is overtime. Any time worked past 4:30 a.m. to 1:00 p.m. on a snowplowing day is overtime. Compensation time cannot be used on the same day in which it is being accrued. It must be used the following day or within the next two (2) weeks.

**Section 3.** Employees having a regular Monday through Friday work week shall be paid time and one-half the regular rate of pay for all hours worked on Saturday or Sunday, provided, however, that any such employee who has worked or been credited (as provided in Section 2 hereof) with all of his/her normal regularly scheduled hours

for the preceding week shall be paid twice the regular rate of pay for all hours worked on Sunday (e.g. A forty (40) hour per week employee shall be paid double time for Sunday hours if he/she worked or was credited with forty (40) hours during the preceding week; a thirty (30) hour per week employee shall be paid double time for Sunday hours if he/she worked or was credited with thirty (30) hours during the preceding week, etc.).

Employees having a regular Tuesday through Saturday work week (as provided in Article XI, Section 1) shall be paid time and one-half the regular rate of pay for all hours worked on their sixth (6th) or seventh (7th) consecutive days (Sunday and Monday respective); provided, however, that any such employee who has worked or been credited (as provided in Section 2 hereof) with all of his/her normal regularly scheduled hours for the preceding week shall be paid twice the regular rate of pay for all hours worked on his/her seventh (7th) consecutive day (Monday). (See examples in preceding paragraph).

All work performed by employees eligible for holiday pay on any of the holidays specified in this Agreement, shall be paid at two (2) times the regular rate of pay, plus holiday pay: provided, however, that in the case of any one-half (1/2) day holiday, such premium pay (double time) shall be paid only for hours worked by such employees in excess of one-half (1/2) their normal work shift.

Bus drivers employed for week-end work in the summer (recess period) shall receive time and one-half for Saturday work and double time for Sunday work regardless of the accumulated hours worked, if any, during the preceding week.

**Section 4.** Employees of the Food Service Department shall be paid at the regular rate for special events or other non-school lunch activities. Time-and one-half the regular rate shall be paid for all hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one week.

**Section 5.** An employee's regular shift shall not be changed for the purpose of avoiding payment of an overtime premium with the exception of district wide in-service and where regular shifts overlap into a Holiday period. Except when requested by the employee, if an employee's regular shift is changed and the change results in a loss of straight time hours during the week of the change, such employee shall be paid for all straight time hours lost as a result of the shift change during the week of the change.

**Section 6. Transportation Department - Equalization of Special Runs:** In an effort to equalize special runs among regular drivers within the transportation department, a roster of all such department employees shall be set up. Special runs shall be equalized among the employees on the roster as reasonably as possible (within ten percent of the average overtime or extra hours) and practical over the period for which the roster applies. The Transportation roster will be equalized on December 31 of each calendar year. Employees shall be credited in black on such rosters for all special runs worked by them. Such employees shall be credited (but not paid) in red on such rosters for all special runs afforded but declined or refused by them if they were given twenty-four (24) hours prior notice. If all employees on any such roster refuse any particular special run, then a substitute driver may be used for the special run or the employee with the least amount of seniority may be directed to take the special run. A new bus driver, upon being placed on the overtime roster, is automatically assigned the highest number of hours accumulated to date that school year by any one (1) bus driver. A bus driver on leave, who would have been offered a special run if working, will have hours of that run posted in "red" and count toward the equalization effort. The roster shall be posted in a place easily accessible by the employees and a clear, readable copy shall be given to the union once a month.

Special runs during regular driving time shall not be counted as overtime hours on the roster, unless such hours exceed regular driving time.

Union officers who give two working days notice that they have to attend union meetings will not be charged.

For the purpose of driving time equalization, regular driving time lost "deleted time" which results from an assigned special run will not count towards the equalization effort.

**Food Service Department - Extra Hours and Overtime:** Overtime and extra hours shall be assigned by seniority to the employees of the food service department. A district form will be mailed by August 1 of each school year to be returned within two weeks of the start of school to indicate that employees desire extra hours and overtime. Regular cleaning activities of a given building will remain with the person(s) assigned to that building. Employees of the food service department must be able to perform or be trained to perform the duties of the job requiring extra hours or overtime to be eligible to be assigned to the additional hours. Special events (banquets etc.) shall be assigned by seniority and then equalized (insofar as reasonably possible) among the

employees of the food service department. Extra hours refer to the Food Service Lunch or Breakfast programs. Catering and special events refer to anything outside of the Food Service Lunch and Breakfast programs.

A roster shall be established for the purpose of equalizing hours within the department. When an employee accepts work when offered, it will be noted on the roster in black. When an employee refuses work when offered, it shall be noted on the roster in red. When equalizing hours, there shall be no building preference. Leave of absence and vacancies are exempt.

Summer time catering shall be treated as summer time hours and would be in effect from the day following the last day of school until the day preceding the start of school in the fall. A separate roster shall be kept for summer time hours and employees will sign a district provided form to be put on the roster. The Director will assign all work by classification first, then highest seniority within the classification. These hours will be paid at the regular rate.

**Custodial/Maintenance:** In an effort to equalize overtime or extra hours among Custodial/Maintenance employees desiring the same within any classification a roster of all such employees shall be set up by classification within each building. Overtime or extra hours shall be equalized among the employees on any such roster insofar as reasonably possible (within ten percent of the average overtime or extra hours) and practical over the period for which the roster applies. Employees shall be credited in black on such rosters for all overtime or extra hours worked by them. Such employees shall be credited (but not paid) in red on such rosters for all overtime or extra hours afforded but declined or refused by them if they were given twenty-four (24) hours prior notice. If all employees on any such roster refuse any particular overtime or extra hours, then the employee or employees with the least amount of overtime or extra hours shall work such overtime or extra hours.

The Employer shall post a copy of the above-referenced rosters. The hours on such rosters shall be totaled weekly and shall be carried forward from week to week throughout the period for which the roster applies. All rosters shall start each year on the first day of school and shall end each year on the last day of school; provided, however, that with respect to twelve (12) month employees of the Custodial and Maintenance Department, the rosters shall end each year on the last day before the first day of school. Such rosters shall not apply during the summer vacation period to employees of the Transportation Department, employees of the Food Service Department, or less than twelve (12) month employees of the Custodial and Maintenance Department.

**Section 7.** Regularly scheduled mid-day runs will be offered to regular drivers by seniority during the morning radio call out prior to 9:00 a.m. This extra work cannot disrupt the driver's regularly scheduled runs or cause them to go into overtime (beyond eight (8) hours per day) pursuant to the provisions of Article X, 1B. Short notice work opportunities which develop after 9:00 a.m. for that day and which are time critical to fill, will be accommodated in the most direct and efficient manner available.

## ARTICLE XIII

### Call In Time

**Section 1.** One (1) hour minimum pay shall be paid when an employee is called in for unscheduled hours, including, but not limited to, employee meetings called by the Employer.

With the exception of snow removal, any employee called in to work between 12:00 midnight and 5:00 a.m., who is not otherwise scheduled for this shift, shall be paid a minimum of three (3) hours. A bus driver required to stay after his/her regular run will be paid a minimum of one-half (1/2) hour driving time.

**Section 2.** Employees reporting for work at the start of their regularly scheduled shift and there being no work available, shall receive not less than two (2) hours pay at their regular rate unless such employees are notified at least one (1) hour prior to their regular starting time.



### **Section 3. Unscheduled Closing**

#### **A. Custodial and Maintenance Department:**

When it is decided that the school district will not go into session as a result of, unscheduled closing full time (eight (8) hours per day) Maintenance Department employees shall work a six (6) hour day and receive eight (8) hours pay. Part-time (less than eight (8) hours per day), employees shall work two (2) hours less than their normal schedule and be paid for their normally scheduled hours.

When it is decided that all school operations cease as a result of unscheduled closing and a Maintenance Department employee has not yet reported for duty, the employee shall receive two (2) hours pay, if part-time (less than eight (8) hours per day/less than forty (40) hours per week); or 8 hours pay, if full time. It is understood that Section 2 above does not apply in this situation.

When it is decided that the school district will not go into session as a result of unscheduled closing and there are part-time Maintenance Department employees who have started their shift, and then are told to go home, those employees will receive the time worked plus two (2) hours, up to their normally scheduled hours ( but not to exceed 8 hours); full time employees in the same situation will receive time worked plus the difference up to their normally scheduled 8 hour day.

When it is decided that the start of the school day be delayed for any reason, (i.e. fog) Maintenance Department employees will report to work at their regular time and be paid for their normally scheduled hours.

When it is decided that the school district shall not go into session as a result of unscheduled closing, cleaning staff are expected to report to work no later than 10:00 a.m.

#### **B. Transportation Department:**

When it is decided that the school district will not go into session as a result of unscheduled closing, Transportation Department employees will be paid time worked plus two (2) hours.

When the start of a school day is delayed for any reason (i.e. fog), Transportation Department employees will report to work at a time, which will accommodate the delayed start and will be paid for time worked.

#### **C. Food Service Department:**

When it is decided that the school district will not go into session as a result of unscheduled closing, Food Service Department employees shall receive two (2) hours of pay.

When it is decided that the school will not go into session as a result of unscheduled closing and there are Food Service Department employees who have started their shift, and then told to go home, those employees will receive the time worked plus two (2) hours, up to their normal posted hours.

When it is decided that the start of the school day be delayed for any reason, (i.e. fog) Food Service Department employees will report to work at their regular time and be paid for their normally scheduled hours.

## ARTICLE XIV

### Holidays

**Section 1.** Subject to and in accordance with the provisions of this Article, eligible employees shall be entitled to holiday pay for the following days:

1. Labor Day
2. Thanksgiving Day
3. Day after Thanksgiving
4. Day before Christmas
5. Christmas Day
6. Day before New Year's Day
7. New Year's Day
8. Memorial Day
9. Fourth of July
10. One (1) "floating holiday" during the school year to be designated by the Employer at the beginning of the school year in accordance with the school calendar.

**Section 2.** Employees eligible for such holiday pay shall be paid at straight time hourly rates, for the number of work hours contained in their normal regularly scheduled shift. Normal regularly scheduled shift shall not exceed eight (8) hours per day.

**Section 3.** Eligibility for Holiday Pay: To be eligible for holiday pay hereunder, an employee must be a regular (as opposed to temporary or substitute) employee on the day of the holiday; must have completed his/her probationary period; and must have worked his/her last regularly scheduled work day before the holiday (except Labor Day) and his/her first regularly scheduled work day after the holiday.

No holiday pay shall be paid to any employee for any holiday which falls within the summer vacation period, if such employee is not regularly employed during said summer vacation period; and no holiday pay shall be paid to an employee for any holiday which occurs after the date of his/her quit or discharge, or while he/she is on unpaid leave of absences, or while he/she is laid off; and only holiday pay shall be paid to an employee who is scheduled to work on a holiday but who fails to report for and perform such work. (No right to provisions of Article XVI).

Employees of ten years or more whose resignation occurs during a holiday (such as New Year's Eve – December 31) will not be held to the eligibility requirement of working his/her last regularly scheduled work day after the holiday in order to be eligible for the holiday pay.

**Section 4.** If a holiday designated in Section 1, above, falls on a Saturday or Sunday, it shall be celebrated on the following Monday, if school is not scheduled on that Monday. If school is scheduled on the following Monday, then holiday pay shall be paid for the Saturday or Sunday designated as a holiday. It is understood and agreed, however, that all holiday pay shall be at straight time hourly rates notwithstanding the provisions of Article XII, Section 2 hereof.

## ARTICLE XV

### Vacations

**Section 1.** Eligible employees shall receive vacations with pay, at straight time rates, in accordance with the following schedule:

- 10 days after 1 year
- 12 days after 5 years
- 15 days after 9 years
- 17 days after 13 years
- 20 days after 14 years
- 23 days after 20 years

No employee shall lose vacation credit earned prior to July 1, 1989.

To be eligible for vacations with pay, an employee must be a regular; twelve (12) month employee; must have completed the probationary period; and have worked beyond July 1 of the school year in which they were hired. Vacation days will be prorated based upon the number of months an employee has worked on June 30 of the school year in which they are hired. (EXAMPLE: An employee hiring in March will be eligible for four-twelfths or one-third of the annual vacation allowance on June 30 of that year). Vacation must be earned before it can be taken.

In keeping with the above schedule, it is understood that additional vacation time will be granted to an employee the fiscal year in which their anniversary occurs.

**Section 2.** As used in this Article, the term "week" or "weeks" shall mean, with respect to any employee eligible for vacation with pay, the number of work hours contained in such employee's normal regularly scheduled work week. (For example, an employee is entitled to two (2) weeks vacation with pay and whose regularly scheduled workweek consists of thirty (30) hours, would receive sixty (60) hours of paid vacation.) Hours lost due to paid vacation time shall be counted as working hours for purposes of computing vacation allowances.

**Section 3.** Vacation pay will not be paid in advance but will be paid on the employee's regular payday as if the employee had worked during such period.

**Section 4.** Paid vacations shall not be accumulated from year to year, but must be taken between July 1 and June 30 of the next year. Employees that work 12 months a year with at least five (5) years of service can bank up to five (5) vacation days total. It is understood that five (5) days is the maximum number of vacation days that can be banked and at no time shall the bank exceed five (5) days. The employee may use banked days in an emergency.

**Section 5.** Scheduling of vacations: The Employer shall determine the number of employees, if any, who can be spared for vacation purposes at any one time. Employees in their first year (12 months) of employment shall take vacation days during the summer period only. All other employees may schedule their vacations, at other times during the year, as stated in the following paragraph:

Employees eligible for vacations with pay shall be required to submit to the Employer a written request indicating their proposed time off for vacation. If there are two (2) or more employees who submit a request at the same time for the same vacation period and both, or all, cannot be spared at such time, preference will be given to the employee with the greatest seniority. The Employer must answer an employee's written request for vacation leave within ten (10) calendar days of receipt of such request.

**Section 6.** If the employee is denied his/her scheduled vacation period, he/she shall, at the employee's option, either (1) be paid the amount he/she would have received for said vacation period in addition to any wages earned by working during the period, or (2) have his/her vacation period rescheduled.

**Section 7.** An employee loses paid vacation earned upon termination for disciplinary reasons, unless such termination is reversed through the grievance procedure.

**Section 8.** In the event an employee on paid sick leave and emergency leave has exhausted his/her earned paid sick and emergency leave accumulation, he/she may, at his/her option, utilize his/her earned but unused vacation as additional paid sick leave (but only in the event of his/her own illness or injury).

**Section 9.** School year employees shall be granted three (3) days of vacation annually with pay at straight time upon approval of their Supervisor. After fifteen (15) years of continuous employment, school year employees shall be granted four (4) days of vacation annually with pay at straight time upon approval of their Supervisor. Vacation allowance can be taken during School Break periods (Christmas and Spring). Employee cannot be paid for more than a five-day week. Requests must be submitted two (2) weeks from the first day of school and are resolved on a seniority basis. Requests submitted after the above due date are resolved on a first come first served basis unless two or more requests are submitted on the same day for all or part of the same vacation period. In this instance, seniority will decide preference for vacation period. The food service department employees may not take vacation or leave time during the first two weeks or the last two weeks of the school year. If the employee chooses not to use the three (3) or four (4) vacation days during one school year and has been employed for a minimum of five (5) years, up to a maximum of five (5) days may be banked. If the employee chooses not to take the three (3) or four (4) vacation days in any one school year, they may be paid for these days. If an employee chooses not to take the three (3) or four (4) vacation days in any one school year, they may be paid for these days on any pay period, provided they work the number of days needed to earn those vacation days. The vacation cash-out cannot be used to compute overtime.

Examples of qualifying regular workday events would be:

- Secondary/Elementary Routes
- Pre-primary Impaired Program
- Readiness Program
- Band & Orchestra
- Everyday Kindergarten
- Job Site
- Tech Center

Examples of non-qualifying regular work day events would be:

- Wednesday only Kindergarten
- Open Door Shuttles (occurring less than 3 times a week)
- Swim Runs
- Field Trips

## ARTICLE XVI

### Paid Sick and Emergency Leave

**Section 1.** Paid sick and emergency leave shall be earned by and granted to all regular employees covered by this Agreement, subject to and in accordance with the following terms and conditions:

- A. No paid sick and emergency leave shall be granted to 1) any newly hired employees during the probationary period provided by this Agreement; or 2) any temporary or substitute help. It is intended by this subsection that paid sick and emergency leave shall not be earned by temporary or substitute help at any time and that paid sick and emergency leave shall not be used by regular employees prior to completion of their probationary period.
- B. All regular employees covered by this Agreement and employed on a twelve (12) month basis shall earn paid sick and emergency leave at the rate of fifteen (15) days per year; and all regular employees covered by this Agreement and employed on a school year (9 month) basis shall earn paid sick and emergency leave at the rate of thirteen (13) days per year. As used in this Article, "one (1) day" shall mean, with respect to any employee, the number of work hours contained in such employee's normal regularly scheduled workday.
- C. A record of paid sick and emergency leave shall be prepared and kept by the Employer for all eligible employees.
- D. Cleaning persons or second shift employees are required to notify their supervisor not less than two (2) hours before their scheduled time to report to work if they are going to be absent for sick and/or emergency leave, unless extenuating circumstances prevent such notification.
- E. Paid sick and emergency leave shall not exceed eight (8) hours per day.
- F. The Employer shall be in compliance with provisions of the Family Medical Leave Act. Applications are available in the Human Resources office. Paid sick days shall count as part of the twelve weeks as described in this act.
- G. All regular employees who do not use any (0) of their sick leave days (excluding personal leave days) as defined in Section 2 below during a specific fiscal year (July 1 – June 30), maintaining perfect attendance, shall be eligible for a one-time payment per year of four hundred dollars (\$400) to be included in the last paycheck issued in June for school year employees and after June 30 for year-year employees. Those absent one (1) day will receive two hundred dollars (\$200). Those absent two (2) days will receive one hundred dollars (\$100). Nine-month employees will receive three hundred dollars (\$300), one hundred fifty dollars (\$150) and seventy-five dollars (\$75) respectively. The exceptions will

be deaths (mother, father, brother, sister, child, spouse, and step-family), and donated days. Those employees who take unpaid leave will not be eligible for this incentive.

**Section 2.** Subject to and in accordance with the terms and conditions of this Article, unused accumulated paid sick and emergency leave may be utilized under the following circumstances:

- A. In the event of an employee's illness, injury or unavoidable quarantine.
- B. In the event of illness, injury, or death in an employee's immediate family; provided, however, that such use of paid sick and emergency leave shall not exceed five (5) days per occurrence. The term "immediate family" shall be defined as parent, brother, sister, husband, wife, son, daughter, or person with whom one has had an association equivalent to family ties.
- C. Up to two (2) days per year of the foregoing sick leave may be used for purposes of personal leave, which may be used by the employee to take care of obligations, which cannot be taken care of outside of the regular working day. Such personal leave is not intended for recreation, job hunting or similar purposes. Personal leave days may not be taken on days preceding or succeeding a vacation or holidays without specific prior approval by the employee's supervisor. In order to be eligible for personal leave, the employee must sign a district-prepared statement that the employee's reason(s) for the leave are within the specifications of this section and must file same with the supervisor at least twenty-four (24) hours before taking said leave. Notification may be waived in cases of emergency by the supervisor; in which case the statement shall be signed upon return.

**Section 3.** No paid sick and emergency leave shall be granted to any employee in excess of that earned and accumulated but unused by him/her.

**Section 4.** In the event of the absence of an employee for illness in excess of five (5) consecutive working days, the Employer may require the employee to submit to an independent medical examination by an Employer appointed physician. In addition, the Employer may require an employee to submit to physical or mental examination by an Employer appointed physician to determine whether an involuntary sick leave is warranted. In such cases, the Employer will pay for the cost of any such examination.

**Section 5.** If any sick leave absence exceeds two (2) consecutive scheduled working days, or is on an employee's last scheduled working day before and/or first scheduled working day after the employee's vacation or any holiday specified in this Agreement, or exceeds five (5) scheduled working days per year, the Employer may, in its sole discretion, require such employee, at the Employer's expense, to present the certificate of a medical doctor certifying the nature of the illness or injury which necessitated the absence and certifying the employee's ability to return to work, or in lieu thereof, may require a written signed statement from the employee setting forth the reasons for the sick leave absence.

**Section 6.** Any employee found to be falsely accepting sick and emergency leave (either paid or unpaid) shall be subject to disciplinary action, including discharge if for just cause.

**Section 7.** Earned but unused accumulated paid sick and emergency leave shall be retained by an employee in each of the following cases: An employee who is absent on authorized leave of absence; an employee who transfers from one classification or department to another; and an employee who is recalled from lay-off.

**Section 8.** In the event an employee on paid sick and emergency leave has exhausted his/her earned paid sick and emergency leave accumulation, he/she may at his/her option, utilize his/her earned but unused vacation as additional paid sick leave (but only in the event of his/her own illness or injury). Thereafter, the Employer shall, upon application of the employee, grant an unpaid leave of absence for the duration of the employee's illness or injury (but not to exceed twelve (12) months). An extension of up to twelve (12) months may be granted at the discretion of the Executive Director in charge of the department; however, such request shall not be unreasonably withheld.

**Section 9.** By mutual agreement of the District and the Union, the following Sick Bank procedures will be effective:

Members of Local #517M who wish to voluntarily donate sick leave to a Sick Leave Bank may do so by sending a written statement to the Human Services office. The maximum number of days a member may donate to the bank in any one school year is seven (7) days and no more than sixty (60) days total during their career.

When emergencies arise for a member of Local 517M, which necessitates more sick leave than the member has accumulated, they may draw from the Bank by the following procedures.

Write a letter to the Assistant Superintendent of Human Services requesting a specific number of sick leave days from the Sick Leave Bank, stating the specific reason for which the additional days are being requested.

Local #517M, Unit 16 President and the Superintendent or his/her designee shall review the requests and determine whether or not the request will be granted.

Days may not be drawn from the Sick Leave Bank until a Local #517M member has exhausted all of their own leave accumulation (Sick and Personal Leave).

The maximum number of days that will be donated to the Sick Leave Bank shall not exceed one hundred fifty (150) days. When the bank becomes depleted, the Assistant Superintendent of Human Services will request additional donations.

If the employee is going on Long Term Disability, they will not be eligible to draw from the Sick Leave Bank.

## ARTICLE XVII

### Leave of Absence

**Section 1. Military Leaves:** All military leaves, and the reinstatement rights of any employee who enters the military service of the United States shall be determined in accordance with the applicable laws and Federal regulations.

**Section 2. Political Leaves:** Employees elected or appointed to any political office (excluding the Union Bargaining Unit) shall be eligible for unpaid leave of absence during their tenure in such office, but shall not exceed two (2) calendar years. Seniority shall not accumulate during such leaves.

**Section 3. Unpaid Personal Leave:** Unpaid Personal Leave shall be granted by the Assistant Superintendent or his/her designee to not more than one (1) employee of the department on any given day, provided the employee puts the request in writing at least two (2) weeks before the date of the anticipated leave. If more than one (1) employee of the department applies for unpaid leave on any given day, the member with the greatest seniority will be granted the leave. Unpaid personal leave will not be granted to any one member of the department two (2) consecutive years in a row. If a member applies for leave a second year and no other member of the bargaining unit applies for a leave on the same day, the leave will be granted to the bargaining unit member applying. Personal unpaid leave shall not be for the purpose of seeking or securing employment elsewhere. Unpaid personal leave shall not exceed thirty (30) days. Unpaid Leave requests are at the Supervisors discretion and are **not automatic**.

**Return from Unpaid Leave:** An employee returning from an unpaid leave of no more than thirty (30) calendar days, shall be returned to his/her former position. If the position no longer exists, then they will be placed in another position of similar hours within the same classification.

If a personal leave is for more than thirty (30) calendar days, the employee, if the position is no longer open, is returned to the next vacancy within the classification, if a vacancy occurs within that school year. However, every reasonable effort shall be made to hold the position open, up to six (6) calendar months to employees on approved unpaid sick leave. The employee requests such approval.

This section shall apply to personal leaves and unpaid sick and emergency leaves. These provisions do not supersede the provisions of Article X - Job Placement, or Article IX - Lay-offs and Recalls.

**Section 4. Jury Leave:** An employee who is summoned for jury duty and not relieved from such duty shall be granted a jury leave of absence for that purpose, provided he/she presents evidence of such duty to the Employer, as far in advance as possible. Employees shall work their scheduled hours when not serving as jurors, and an employee not selected to serve on a particular jury shall report to his/her scheduled work immediately after selection of said jury. The pay such employee shall receive for such jury leave shall be his/her basic rate for the time necessarily lost by him/her from his/her regularly scheduled work, less any amount received by him/her for such jury duty (not including travel allowances or reimbursements or expenses).

Appearance as a witness in a school-connected matter when subpoenaed by the court, except where the Union or parent bodies are the plaintiff or defendant, will be paid at employee's base work rate.

**Section 5. General Provisions:** Except as otherwise specifically provided in this Agreement, leaves of absence granted pursuant to this Agreement shall be subject to the following terms and conditions:

- A. All leaves of absence shall be without pay except as otherwise provided in this Agreement.
- B. Notwithstanding the above provisions, the Employer may terminate a leave of absence if substantial evidence proves such leave is no longer applicable. The employee shall be notified of such fact and shall report for work within ten (10) days thereafter or shall be considered to have voluntarily quit.
- C. Failure to return from a leave on the date specified when leave is granted, shall be deemed a resignation.
- D. If the Employer requires pre-employment physical examinations in connection with bargaining unit work, then the Employer may also require any employee having been on leave of absence in excess of six (6) calendar months to take a physical examination prior to allowing the employee to return to work.

**Section 6. Schooling -** Up to three (3) employees shall be allowed a maximum of two (2) paid leave days annually to attend schooling of their choice to improve their skills related to their current position with the District after application to their Supervisor. A minimum of one (1) week's notice to the Executive Director of the Department is required. This section does not apply to any Employer-required schooling.

**Section 7. Child Care Leave -** Child Care Leave may be granted at the discretion of the administration. When granted, they shall be without pay and without accruing seniority credit during the time the employee is on leave. The length of the leave shall not exceed one (1) year, renewable at the discretion of the administration if requested by the employee in writing at least three (3) months prior to the expiration of the leave.

The employee shall notify the Human Services Department in writing, at least three (3) months prior to the beginning date of the leave, so that arrangements can be made to procure a replacement. Notification shall state a beginning and ending date of the leave. In cases of emergency, the Human Services Department may waive the three (3) month notification period.

Re-employment will commence upon the date set when the leave was granted. Failure to return from a Child Care Leave on the date specified when the leave is granted, shall be deemed a resignation. An employee returning from a Child Care Leave may be placed into any position within the same classification by the Administration.

**Section 8. Family Medical Leave Act:** The Employer shall be in compliance with provisions of the Federal Family Medical Leave Act. Applications are available in the Human Resources Office.

## ARTICLE XVIII

### Miscellaneous

**Section 1.** The Employer agrees to provide bulletin boards in each building which may be used by the Union for the purpose of posting Union announcements, notices of meetings, results of Union elections and notices pertaining to nominations and elections.

**Section 2.** When an employee is required by his/her supervisor to use his/her own automobile for the Employer's business, the employee shall be reimbursed at the amount established by the Board, but not to exceed the maximum amount allowed by the IRS per mile.

- Section 3.** It shall be the responsibility of each employee to meet the qualifications for any certification or license required for the performance of his/her job responsibilities.
- Section 4.** The Employer shall, upon request by the Union, permit Union meetings to be held in school facilities at such times and places as approved by the Employer.
- Section 5.** The Employer shall provide daily time sheets to be filled out by each employee.
- Section 6.** All employees required by the Employer to attend training sessions, conferences, conventions or schools shall be paid approved expenses and shall suffer no loss of pay.
- Section 7.** Ten dollars (\$10) per meal shall be paid to employees who are on duty outside of the school district during over half of a normal meal hour (breakfast: 6:00 a.m. - 7:00 a.m.; lunch: 12:00 p.m. - 1:00 p.m.; Dinner: 5:00 p.m. - 6:00 p.m.), provided the meal is taken and not otherwise furnished.
- Section 8.** Regular employees of the Food Service Department will be provided three (3) aprons or shirts per year as selected by the Director of Food Service. Up to \$85-per-year will be reimbursed to employees for purchase of approved work pants and work shoes, which shall be purchased by new employees within sixty (60) days of employment. For reimbursement, employee must present sales receipt for specified items.
- Section 9.** All employees shall keep the Employer informed at all times of their current address and telephone number.
- Section 10.** Paychecks shall be distributed to employees in individual envelopes.
- Section 11.** Supervisory employees shall not spend more than thirty percent (30%) of their time performing bargaining unit work. An emergency situation shall not apply towards the thirty percent (30%).
- Section 12.** All drivers requiring a Chauffeur's or commercial license shall be reimbursed for the cost of the license.
- Section 13.** The Board will provide on a biennial basis, jackets to those regular bus drivers who at the time of purchase are active school year employees of the Transportation Department. In keeping with availability of style, employees will be given a choice of a snap or zipper front type jacket. New hires joining the department during a non-purchase year or hired during a purchase year, but after completion of the group purchase order submission, will receive their first jacket with the next biennial purchase.
- Section 14.** Annual union dues shall be deducted upon the completion of the check-off authorization form during the nine (9) months of the school year.
- Section 15.** The Board will provide rubber gloves upon request and if necessary for food service, custodial and transportation employees.
- Section 16.** A reasonable amount of time will be paid for map-making at the straight time wage rate to bus drivers. The immediate supervisor shall make the final determination on time allowed on an individual basis and the time shall be submitted for payment upon completion of the work and pay received for pay period submitted.
- Section 17.** The employer will supply five (5) uniforms per year for each building maintenance employee. Three (3) shirts will be provided per year to custodial/cleaning staff by September 1 of each school year. Twenty-five dollars (\$25) will be allocated per year to custodial/cleaning staff for the purchase of appropriate shoes by September 1 of each school year.



## ARTICLE XIX

### Health and Welfare

**Section 1.** Any physical examination an employee is required by the Employer to take shall be at the expense of the Employer and by a physician appointed by the Employer.

**Section 2.** All employees shall immediately report to their supervisors any injuries, no matter how minor, sustained by students or themselves, which involve school vehicles.

**Section 3.** All employees shall observe all safety rules and regulations, which are established by the Employer, as well as all state and federal laws; and shall use all safety devices or equipment which are required by the Employer. All such safety devices or equipment shall be provided at the expense of the Employer.

## ARTICLE XX

### Worker's Compensation

**Section 1.** The Employer shall provide Worker's Compensation protection for all employees as required by law.

**Section 2.** An employee who receives an injury or has an illness, which is compensated under the Worker's Disability Compensation Act of 1969, as amended, and who has paid sick and emergency leave accrued and accumulated may use such paid sick and emergency leave in conjunction with such Worker's Compensation benefits in accordance with the following terms and conditions:

Any employee who is absent due to injury or disease incurred in the performance of assigned duties compensated under the Worker's Disability Compensation Act of 1969, as amended, shall be paid an amount equal to the difference in pay between the Worker's Compensation Allowance and the employee's net wage. All Worker's Compensation benefits received by the employee, including benefits paid during the summer recess or other vacation periods, (e.g. winter break, spring break, etc.) will be offset against the supplemental payment to be made pursuant to this paragraph. Such payment shall be without deductions from sick leave for a period up to six (6) months. Beyond six (6) months such payments would be charged against sick leave on a pro-rate basis computed on the relationship of the differential pay to the employee's regular bi-weekly pay until the sick leave is exhausted.

- A. If such use of paid sick and emergency leave is not elected, or if an employee has no paid sick and emergency leave accrued and accumulated, or if such paid sick and emergency leave has been exhausted, then and in any such event an employee shall receive only the Worker's Compensation benefits payable under the Act.
- B. Employees shall promptly report work-related injuries or illnesses to their supervisor.

**Section 3.** No employee shall earn more net pay while receiving worker's compensation benefits than that employee would have received when he/she was working at his/her district position at his/her assigned hours.

## ARTICLE XXI

### Insurance

#### Section 1.

- A. Regular, full-time (8 hours per day) employees who are employed on a twelve (12) month basis shall be eligible to participate in a group family health insurance program provided through the Employer with an insurance carrier selected by the Employer, providing the insurance benefits are equivalent to those provided in the present plan. Employees earning this are now required to pay twenty (20) percent of the medical benefit premium. Those plan allows the employee a choice of the following: PPO Select with RX Plan 7 - Rx co-pay of \$5/\$30 and deductible of \$0 (In-Network) or \$250/\$500 (Out-of-Network) or PPO Select w/ \$250 Deductible and Rx \$10/\$40 - Rx co-pay of \$10/\$40 and deductible \$250/\$500 (In-Network) or \$500/\$1000 (Out-of-Network).

The insurance plans available for selection purposes are:

Full Family  
Self and Spouse  
Self and Dependent Children  
Self-Only

Such employer contributions toward family health insurance coverage shall be continued for eligible employees during paid leaves of absence; shall be continued for such employees during the first thirty (30) calendar days of any unpaid leave of absence or layoff, but shall not be continued beyond said thirty (30) calendar days in the case of such unpaid leave of absence or layoff; and shall terminate effective upon such an employee's quit or discharge for just cause.

- B. All employees hired on or after October 1, 2007, will receive \$3,000 flat annual amount (if eligible for cash in lieu of insurance benefits). All others are grandfathered at the single subscriber rate, less twenty (20) percent.
- C. Transportation Department: Current regularly assigned drivers, including those serving in a probationary status, will be grandfathered into the benefit eligibility provision as outlined in the 2003-2005 Collective Bargaining Agreement for health, dental and term life insurance which stipulates: "regular part-time employees who are regularly employed on a nine (9) or more month basis for twenty (20) or more hours per week shall be eligible to participate".

All sub drivers who have worked within the Transportation Department prior to February 1, 2004, once hired into a regular driving position, will be offered the benefit level of this same twenty (20) or more hours per week eligibility stipulation providing that during the period of time in which their regularly scheduled AM/PM work day is twenty (20) hours or more, but less than thirty (30) hours, they agree to take any seniority based mid-day run made available to them up to the thirty (30) hour per week level. Refusal of such mid-day runs shall constitute loss of benefit eligibility and will revert employee to the thirty (30) hour minimum benefit provision of the existing Collective Bargaining Agreement.

## **Section 2.**

- A. Regular part-time employees who are regularly employed on a nine (9) or more month basis for twenty (20) or more hours per week shall be eligible to participate in a group individual health insurance program provided through the Employer with an insurance carrier selected by the Employer. Effective February 1, 2006 all newly hired regular part-time employees who are regularly employed on a nine (9) or more month basis for thirty (30) or more hours per week shall, after completion of their probationary period, be eligible to participate in a group individual health insurance program provided through the Employer with an insurance carrier selected by the Employer. For eligible employees electing such coverage, the Employer shall contribute monthly toward the cost of such eligible employee individual coverage up to self-only option or (fifty) 50 percent of the (eighty) 80 percent of the employer-paid benefit of any insurance plan above. The balance of the cost of such insurance, including any increases in premium rates above the employer contribution per month, shall, if elected by an eligible employee, be paid by the employee by payroll deduction.

Such Employer contributions toward individual health insurance coverage shall, if the employee contributions are paid, be continued for eligible employees during the summer vacation period, during paid leaves of absence and during the first thirty (30) calendar days in the case of such unpaid leave of absence or layoff; and such contributions shall terminate effective upon such an employee's quit or discharge for just cause.

- B. All employees hired on or after October 1, 2007, will receive \$3,000 flat annual amount (if eligible for cash in lieu of insurance benefits). All others are grandfathered at the single subscriber rate, less twenty (20) percent.

**Section 3.** Regular full-time (8 hours per day, 12 months a year) employees shall be eligible to participate in a group family dental program provided through the Employer with an insurance carrier selected by the Employer. Eligible regular part-time employees (20 hours per week, 9 or more months per year) electing dental shall participate in an employee-only dental program provided through the Employer. Effective February 1, 2006, all newly hired eligible regular part-time employees (30 hours per week, 9 or more months per year) electing dental

shall participate in an employee-only dental program provided through the Employer. Employees may pay the district the additional costs to participate in full family dental.

A vision care insurance program shall be available for eligible employees on a part-time and full-time eligibility basis.

Employees shall be eligible to participate in a group family vision program provided through the employer with an insurance carrier selected by the Employer. The coverage will include:

Vision Examination .....	up to but not exceeding .....	\$ 55.00
Single Lenses .....	up to but not exceeding .....	70.00
Bifocal Lenses .....	up to but not exceeding .....	80.00
Trifocal Lenses .....	up to but not exceeding .....	100.00
Lenticular Lenses .....	up to but not exceeding .....	115.00
Frames .....	up to but not exceeding .....	105.00
Contact Lenses .....	up to but not exceeding .....	175.00

**Section 4. Short- Term Disability:** Regular employees who (1) are regularly employed on a nine (9) or more month basis, and (2) regularly work thirty (30) or more hours per week, and (3) have the full maximum allowable paid sick and emergency leave (200 days) accumulated and unused shall be eligible, as of the July 1st upon which they qualify, to participate in a group individual short -term disability insurance program provided through the Employer at the Employer's expense and with an insurance carrier selected by the Employer. Said short term disability insurance program shall provide for an eight (8) month waiting period and shall thereafter provide benefits for an eligible employee for a period of up to one (1) year at a benefit level of fifty (50) percent of the employee's regular earnings, excluding overtime, premium pay and bonuses. Provided, however, that the Employer's obligation hereunder to secure short -term disability insurance is conditioned upon the reasonable commercial availability of such insurance on a group basis, without proof of health, at rates which do not exceed six tenths of one percent (0.6%) of the aggregate annual earnings of the eligible employees, excluding overtime, premium pay and bonuses; and provided further that such coverage shall be subject to the specific terms and conditions of the insurance policy.

**Section 5. Insurance Limitation:** The Employer's obligation for insurance benefits shall be limited to the terms and conditions of the insurance policies.

**Section 6. Severance Pay for Retirement:** The employee who retires from the District under the Michigan School Employees' Retirement Program will receive a one-time payment of \$100 for each year of full time District service and \$90 for each year of part-time District service.

**Section 7.** Group term life insurance will be provided for employees working at least 20 hours a week in the amount of \$25,000 with Accidental Death and Dismemberment coverage. Effective February 1, 2006 group term life insurance will be provided for newly hired employees working at least 30 hours a week in the amount of \$25,000 with Accidental Death and Disability coverage.

## ARTICLE XXII

### Severability

**Section 1.** If any Article, Section, paragraph or clause of this Agreement, or any riders thereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article, section, paragraph or clause shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article, section, paragraph or clause to the persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**Section 2.** In the event that any article, section, paragraph or clause is held invalid or compliance with or enforcement of which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article, section, paragraph or clause during the period of invalidity or restraint.

## ARTICLE XXIII

### No Strike - No Lockout

During the term of this Agreement, the Employer will not lock out the employees.

The Union agrees that during the term of this Agreement, it, its members, or any employees in the bargaining unit represented by it, will not call, authorize or participate in any strike, work stoppage or other interruption of or interference with the normal business or activities of Employer.

## ARTICLE XXIV

### Wages

**Section 1.** Employees shall be paid in accordance with the wage schedule attached hereto and made a part hereof as Appendix "A".

**Section 2.** It is understood and agreed that bargaining unit employees who work a portion of their time in one classification and the balance of their time in another classification shall be paid in accordance with the collective bargaining agreement at the rates applicable to the respective classification(s) in which they work for the period of time they work in such classification(s).

**Section 3.** It is further understood and agreed, with specific reference to the provisions of Article X, Section 11, of the collective bargaining agreement, that an employee who is temporarily assigned to a classification carrying a rate of pay higher than his/her regular classification shall be paid at the rate of pay for that position.

**Section 4.** A bus driver having an isolated run (i.e. a bus run which is not connected to the driver's other run or runs by driving time) shall be paid minimum of one (1) hour. In the event the isolated trip involves a shuttle service, real time or one (1) hour whichever is greater will be paid.

**Section 5.** It is further understood and agreed, in view of the reduced period of time required to achieve the top wage rate in a classification following a permanent transfer or promotion to a higher paying classification, the employees who have been so transferred or promoted and who were receiving the "Completion of Probation" rate pending the completion of one (1) year of service in the higher paying classification at the time the collective bargaining agreement became effective (i.e. July 1, 1975), shall be paid at the "After 1 Year" rate on the thirty (30) working days following their permanent transfer or promotion to the higher paying classification, whichever occurs last.

**Section 6.** Regular full time (8 hours per day, 12 months per year) employees who have completed thirteen (13) years of continuous service with the District, determined as of June 30 of each year shall receive a \$300 longevity payment in a June paycheck. Employees who have completed eighteen (18) years of continuous service with the District, determined as of June 30 of each year shall receive \$335 longevity payment in a June paycheck.

All other less than full time employees who have completed thirteen (13) years of continuous service with the district as of June 30 of each year shall receive a \$260 longevity payment in a June paycheck. Less than full-time employees who have completed eighteen (18) years of continuous service with the District as of June 30 of each year shall receive \$300 longevity payment in a June paycheck.

**Section 7.** All employees who are certified as having met the current qualification standards of the Asbestos Hazardous Emergency Response Act will be paid an additional \$.50 per hour for the actual time they spend removing or handling asbestos.


ARTICLE XXV

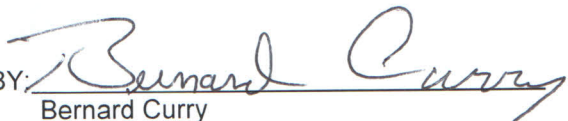
Duration of Agreement

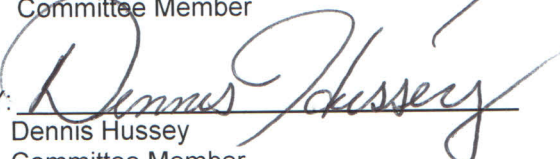
This agreement shall be retroactive to the, 1<sup>st</sup> day of July, 2012 and shall continue in full force and effect from said date until midnight on the 30th day of June, 2013, and shall be automatically renewed from year to year thereafter unless either party hereto shall give the other party at least sixty (60) days of written notice, by certified or registered mail, before the end of the terms of this Agreement or before the end of any anniversary date thereafter, of its desire to terminate, modify or change this Agreement.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly-authorized representatives:

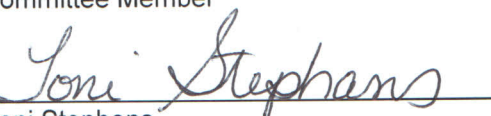
**Local 517M Service Employees  
International Union, AFL-CIO**

BY:   
Raymond G. Clover  
Its President & Committee Member

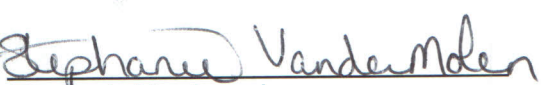
BY:   
Bernard Curry  
Committee Member

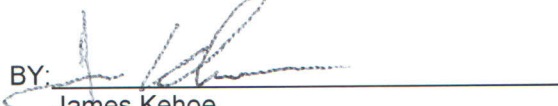
BY:   
Dennis Hussey  
Committee Member

BY:   
Marlene Wilder  
Committee Member

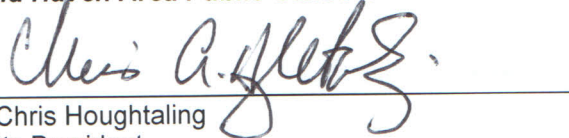
BY:   
Toni Stephens  
Committee Member

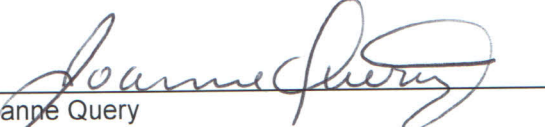
BY:   
Bob Dixon  
Committee Member


BY:   
Stephanie Vandermden  
Committee Member

BY:   
James Kehoe  
Business Manager, Local 517M

**Board of Education  
Grand Haven Area Public Schools**

BY:   
Chris Houghtaling  
Its President

BY:   
Joanne Query  
Its Secretary

BY:   
Keith Konarska  
Its Superintendent

**APPENDIX A**

**WAGES**

**Wages Effective July 1, 2012 through June 30, 2013**

	<b>Start</b>	<b>Completion Probationary Period</b>	<b>After 1 Year</b>
<b>Transportation Department:</b>			
Bus Driver	\$ 12.79	\$ 15.72	\$ 17.13
<b>Food Service Department:</b>			
Production Coordinator	\$ 12.00	\$ 14.06	\$ 15.35
Head Cook	\$ 10.59	\$ 11.50	\$ 13.39
Cook	\$ 10.32	\$ 11.22	\$ 12.76
General Help/Cashier	\$ 10.23	\$ 10.84	\$ 12.38
Food Service Lead	\$ 10.55	\$ 11.18	\$ 12.71
General Help/Warehouse	\$ 10.39	\$ 11.02	\$ 12.56
Truck Driver	\$ 10.46	\$ 11.44	\$ 14.01
<b>Custodial and Maintenance Department:</b>			
Head Custodian (MS/HS/ESC)	\$ 14.72	\$ 15.92	\$ 18.80
Asst. Head Custodian (MS/HS)	\$ 13.40	\$ 14.62	\$ 17.55
Building Maintenance	\$ 15.09	\$ 16.30	\$ 19.22
Lead Custodian	\$ 13.40	\$ 14.62	\$ 17.55
Custodian	\$ 12.90	\$ 13.89	\$ 16.64
Mail Run	\$ 11.62	\$ 12.71	\$ 15.57
Cleaning Person	\$ 11.79	\$ 12.85	\$ 14.95



**GRAND HAVEN AREA PUBLIC SCHOOLS  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 517 M**

**LETTER OF UNDERSTANDING**

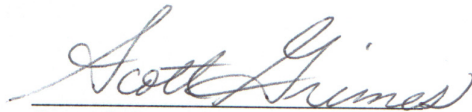
By mutual agreement of the Grand Haven Area Public Schools and Local 517 M, the following Letter of Understanding is in place regarding seniority and the "date of hire" for the Local 517M SEIU added to the 2012-13 collective bargaining agreement.

**IT IS MUTUALLY UNDERSTOOD:**

That "seniority" shall be defined as an employee's length of continuous service in the employ of the District since the employee's "date of hire" or transfer into the Bargaining Unit. The term "hiring date" shall mean the date upon which the District hired the employee.

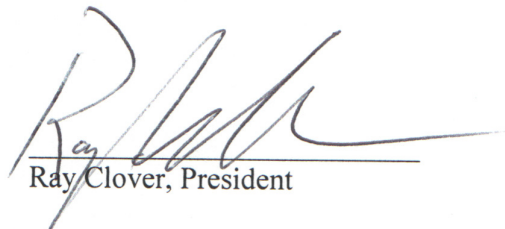
The 70 working day probationary period will begin on the first paid workday in an assigned "regular" position.

**GRAND HAVEN AREA PUBLIC SCHOOLS  
Board of Education  
By**

  
Scott Grimes,  
Assistant Superintendent of Human Services

12-12-12  
Date

**LOCAL 517 M  
By**

  
Ray Clover, President

12-12-12  
Date



**GRAND HAVEN AREA PUBLIC SCHOOLS  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 517 M**

**LETTER OF UNDERSTANDING**

By mutual agreement of the Grand Haven Area Public Schools and Local 517 M, the following Letter of Understanding is in place regarding compensation for substitute bus driver's language added to the 2012-13 collective bargaining agreement.

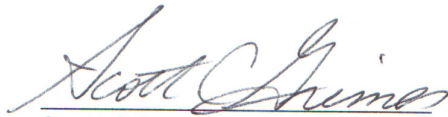
**IT IS MUTUALLY UNDERSTOOD:**

That a beginning bus driver with no previous experience will have a starting wage of \$12.79. This wage will increase to \$15.72 after the driver works for 70 days. These employees will stay at \$15.72 until they receive a regular run. After one calendar year from the day they started their regular bus run, these employees will receive \$17.13 per hour.

Those drivers new to the Grand Haven Area Public Schools, with previous school bus driving experience and a CDL will have a starting wage of \$15.72. This wage will increase to \$17.13 after the driver works for 70 days.

These wage numbers may change with each new GHAPS and Local 517 M agreement.

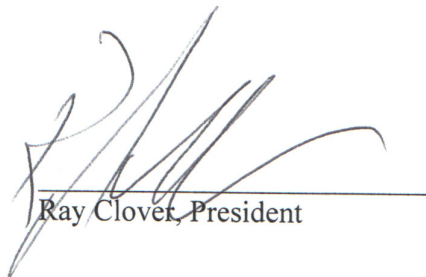
**GRAND HAVEN AREA PUBLIC SCHOOLS  
Board of Education  
By**



Scott Grimes, Date  
Assistant Superintendent of Human Services

12-5-12

**LOCAL 517 M  
By**



Ray Clover, President

12-5-12  
Date