

# **AGREEMENT**

BETWEEN

**ALLENDALE PUBLIC SCHOOL  
BOARD OF EDUCATION**

AND

**GENERAL TEAMSTERS LOCAL UNION NO. 406**  
Affiliated with the  
**International Brotherhood of Teamsters**

**July 1, 2017---June 30, 2020**

**TABLE OF CONTENTS**

<u>Article</u>	<u>Subject(s)</u>	<u>Page</u>
1	Purpose and Intent.....	1
2	Recognition and Definition.....	1
	Section 1.    Unit Description.....	1
	Section 2.    Prohibited Bargaining.....	2
	Section 3.    Unit Work.....	2
	Section 4.    Definitions.....	2
3	Management Rights.....	3
3	Union Rights.....	3
	Section 1.    Stewards.....	3
4	Seniority.....	4
	Section 1.    Probationary Period.....	4
	Section 2.    Seniority.....	4
	Section 3.    Seniority List.....	4
	Section 4.    Loss of Seniority.....	4
5	Hours and Schedules.....	5
	Section 1.    Work Day.....	5
	Section 2.    Work Week.....	5
	Section 3.    Work Schedules.....	5
	Section 4.    Lunch Periods.....	6
	Section 5.    Rest Periods.....	6
	Section 6.    Scheduled Overtime.....	6
6	Pay and Pay Periods.....	6
	Section 1.    Rates of Pay.....	6
	Section 2.    Overtime.....	6
	Section 3.    Pay Period and Pay Day.....	7
	Section 4.    New Pay Rates.....	7
	Section 5.    Show-Up Pay.....	7
	Section 6.    Training Time.....	7
	Section 7.    Call-In Pay and Building Checks.....	7
7	Leaves of Absence.....	7
	Section 1.    Paid Sick Leave.....	7
	Section 2.    Bereavement Leave.....	8
	Section 3.    Family and Medical Leave Act.....	8
	Section 4.    Personal Leaves.....	8
	Section 5.    Military Leave.....	8

<u>Article Subject(s)</u>	<u>Page</u>
9	Paid Vacations .....9
	Section 1.    Vacation Schedule .....9
	Section 2.    Vacation Year .....9
	Section 3.    No Accumulation or Pre-Payment .....9
	Section 4.    Vacation Scheduling .....9
	Section 5.    Pay Upon Termination .....10
10	Paid Holidays, Personal Day and Snow Days .....10
	Section 1.    Paid Holidays .....10
	Section 2.    Eligibility for Holiday Pay .....11
	Section 3.    Holiday Pay .....11
	Section 4.    Holiday Premium .....11
	Section 5.    Paid Personal Day .....11
	Section 6.    Snow Days .....11
12	Insurance Benefits .....12
	Section 1.    Group Health .....12
	Section 2.    Group Dental Insurance .....12
	Section 3.    Group Vision Insurance .....12
	Section 4.    Long Term Disability Insurance .....12
	Section 5.    Group Term Life Insurance .....12
	Section 6.    Continuation/Termination of Group Insurance Benefits/Payments .....12
	Section 7.    Programs, Carriers and Benefits .....13
	Section 8.    Respective Responsibilities .....13
	Section 9.    Payroll Deductions .....14
	Section 10.   Regular Part-Time Employees .....14
	Section 11.   Cost for Coverage .....14
	Section 12.   Section 12. PPACA .....14
12	Uniforms .....15
	Section 1.    Uniforms .....15
	Section 2.    Shoe Allowance .....15
	Section 3.    Dress Code .....15
13	Layoff and Recall .....15
	Section 1.    Layoff .....15
	Section 2.    Recall .....16
	Section 3.    Qualifications .....16
14	No Strike and No Lockout .....16
15	Miscellaneous Provisions .....17
	Section 1.    Captions .....17
	Section 2.    Severability .....17
	Section 3.    Equipment .....17

<u>Article</u>	<u>Subject(s)</u>	<u>Page</u>
	Section 4. Dangerous Activities.....	17
	Section 5. Report of Accidents .....	17
	Section 6. Loss or Damage .....	17
	Section 7. Picket Line .....	18
	Section 8. Worker's Compensation .....	18
16	Grievance Procedure.....	19
	Section 1. Definition .....	19
	Section 2. Exclusions .....	19
	Section 3. General Provisions .....	19
	Section 4. Specific Procedure .....	19
	Level One - Director of Operations .....	20
	Level Two - Superintendent.....	20
	Level Three - Board .....	20
	Level Four - Arbitration Panel.....	21
17	Duration and Termination of Agreement.....	23
	"APPENDIX A" - WAGE SCHEDULES .....	24
	"APPENDIX B" - Teamsters Local 406 GRIEVANCE REPORT FORM .....	25-26
	TABLE OF CONTENTS.....	i-iii

**COLLECTIVE BARGAINING AGREEMENT**  
**Between**  
**ALLENDALE PUBLIC SCHOOL BOARD OF EDUCATION**  
**and**  
**GENERAL TEAMSTERS LOCAL UNION NO. 406**

THIS AGREEMENT, to be effective during the "Duration of Agreement" provisions set forth below, is made and entered into by and between ALLENDALE PUBLIC SCHOOL BOARD OF EDUCATION, located at 10505 Learning Lane, Allendale, Michigan (hereinafter termed "Employer"), and GENERAL TEAMSTERS LOCAL UNION NO. 406 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 3315 Eastern Avenue, S.E., Grand Rapids, Michigan (hereinafter termed "Union").

**ARTICLE 1**  
**Purpose and Intent**

**Section 1.** The Employer and the Union recognize that their joint objective is to provide school facilities which are clean, safe and conducive to student learning, and to promote a working environment which is conducive to efficiency, productivity, staff morale and cooperation.

**Section 2.** The provisions of this Agreement set forth the specific rights and obligations of the Employer and the Union regarding the rates of pay, wages, hours, and other terms and conditions of employment of all employees in the bargaining unit, (as described in the "Recognition" clause below), represented by the Union.

**ARTICLE 2**  
**Recognition and Definitions**

**Section 1. Unit Description.** The Employer hereby recognizes the Union as the exclusive bargaining agent, for purposes of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment, for employees in the following described bargaining unit:

"ALL REGULAR FULL-TIME AND REGULAR PART-TIME CUSTODIAL AND MAINTENANCE EMPLOYEES EMPLOYED BY THE ALLENDALE PUBLIC SCHOOLS. EXCLUDING temporary, casual, seasonal or substitute employees, students, confidential and supervisory employees (e.g. head custodians), and all other employees."

**Section 2. Prohibited Bargaining.** In recognition of the Union's status as exclusive bargaining agent, the Employer agrees not to recognize or negotiate with any other labor organization in contravention of the Union's rights. The Employer further agrees not to enter into any agreement with another labor organization, during the life of this Agreement, with respect to the employees covered by this Agreement; and the Employer still further agrees not to enter into any contract or agreement with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement.

**Section 3. Unit Work.**

- (a) Nothing in this Agreement shall be construed to prohibit the Employer from the use of students or others (e.g. satisfying community service requirements), volunteers or independent contractors to perform bargaining unit work provided such use does not otherwise violate the terms and provisions of this Agreement; and, while the use of working supervisors is contemplated, such use shall not be for the purpose of displacing bargaining unit members.
- (b) While the right to subcontract unit work is expressly conferred upon the Employer by law (i.e. Act 112 of 1994) and cannot be bargained away, the Employer will make every reasonable effort to limit or avoid such subcontracting to the extent the same would result in the layoff or other displacement of one or more of the nine (9) bargaining unit members (i.e. specific individuals) employed by the Employer on July 1, 2017.

**Section 4. Definitions.** As used in this Agreement, the following terms shall have the following meanings:

- (a) "Employee" shall mean and refer to any employee of the Employer who is in the bargaining unit (described above) represented by the Union and who is, therefore, subject to this Agreement.
- (b) Reference in this Agreement to the male gender shall include the female gender; and reference to the female gender shall include the male gender.
- (c) "Employer" shall mean the Allendale Public School, including its Board of Education and its authorized administrative staff.
- (d) "Regular full-time employee" shall (for purposes of this Agreement) generally mean and refer to a bargaining unit employee who is regularly scheduled for and normally works thirty-seven and one-half (37-1/2) or more hours per work week.
- (e) "Regular part-time employee" shall (for purposes of this Agreement) generally mean and refer to a bargaining unit employee who is regularly scheduled for and normally works thirty-three (33) or more hours per work week but less than thirty-seven and one-half (37 ½ ) hours per work week.

**ARTICLE 3**  
**Management Rights**

**Section 1.** The Employer, on its own behalf and on behalf of the District's constituents and electors, retains and reserves onto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon or vested in it by the rules, regulations, laws and/or constitution of the State of Michigan and/or United States, or which have been properly exercised by it, except where expressly and specifically limited by the provisions of this Agreement.

**Section 2.** By way of illustration, but not of limitation, the Employer retains the right to establish and enforce rules, regulations and policies covering all employees and governing their employment with the Employer; to manage and control school property and facilities; to hire employees and to determine their qualifications; to determine the size of the work force, to increase or decrease its size, and to determine the circumstances under which employees will be laid off or recalled provided such layoffs and recalls are not for arbitrary and capricious reasons; to discipline (up to and including discharge) employees for just cause; to determine the hours of work and working schedules of employees; to determine the work assignment(s) of employees and to transfer or reassign such employees, and to otherwise direct the work force in all regards; to use working supervisors and to contract out or sub-contract, at any time and in the Employer's discretion, all or any part of the work performed by bargaining unit employees; and in all other respects to perform the customary and usual functions of management, except where expressly and specifically limited by the provisions of this Agreement.

**ARTICLE 4**  
**Union Rights**

**Section 1. Stewards.** The Employer recognizes the right of the Union to designate (by vote of its unit members) job stewards and alternates from the Employer's seniority list; provided, however, there shall be not more than one (1) steward and one (1) alternate per shift. Such job stewards and alternates shall be subject to and function in conformance with all of the following terms and conditions:

- (a) They may investigate and present to the Employer (or its designated representatives) concerns or complaints on behalf of bargaining unit members and/or the Union at large.
- (b) They may transmit to bargaining unit members such messages and information as originate with and are authorized by the Union or its officers; provided such messages and information are in writing, or (if not in writing) are of a routine nature; and provided further such messages and information do not advocate any action or otherwise contain any matter which is adverse to the Employer's interests.
- (c) Such job stewards and alternates shall not, except in cases of bona fide emergency or when specifically authorized and approved in advance by management (which approval shall not be unreasonably withheld), perform their duties as stewards or alternates, or perform other Union business, during their scheduled working time.

- (d) Not more than one (1) of the job stewards may be designated (by vote of the unit members) as the Chief Steward. The Chief Steward shall have "super seniority" within the bargaining unit, but only for layoff and recall purposes and then only if he/she is capable and qualified to effectively and efficiently perform the remaining and available work.

## **ARTICLE 5**

### **Seniority**

**Section 1. Probationary Period.** All new employees shall serve a probationary period of one-hundred-twenty (120) calendar days. This period of probation may be extended, upon mutual agreement between the Employer and the Union. During their probationary period, employees shall not have any bargaining unit seniority, and may be laid off (without recall rights) or disciplined (including discharge) at will.

### **Section 2. Seniority.**

- (a) Upon satisfactory completion of the probationary period, an employee shall be credited with seniority retroactive to his most recent date of hire into the bargaining unit.
- (b) Any bargaining unit employee who is, or has been, promoted or transferred to a non-bargaining unit position shall not accumulate seniority while he/she works in the non-bargaining unit position. If such an employee returns or is returned to the bargaining unit within ninety (90) calendar days from the date of such promotion or transfer, he/she shall maintain the seniority rank (excluding the non-unit time not exceeding 90 days) he/she held at the time of his/her promotion or transfer out of the bargaining unit. If such promoted or transferred employee remains out of the bargaining unit for a period in excess of ninety (90) calendar days, he/she shall lose all seniority and seniority rights within the bargaining unit.

**Section 3. Seniority List.** The Employer shall, at least annually (or semi-annually if changes are required), prepare and provide the Union with a seniority list (i.e. arranged in order of seniority) of bargaining unit employees. A copy of the list shall also be posted in a place mutually agreeable to the Employer and the Union.

**Section 4. Loss of Seniority.** Seniority shall be lost, and the employment relationship shall cease, upon the happening of any of the following:

- (a) An employee's quit, resignation or retirement;
- (b) An employee's discharge or termination;
- (c) An employee's absence from work (whether paid or unpaid), including an absence pursuant to an Employer approved leave of absence for any reason, for a period in excess of one (1) year; provided, however, that if the absence is due to an illness or injury compensable by worker's compensation, then and in such event the period of absence may not exceed two (2) years instead;



- (d) An employee's continuous layoff for a period in excess of one (1) year;
- (e) An employee's failure to timely return to work as scheduled following a vacation, or an approved leave of absence; or an employee's failure to report for work (within the time required in this Agreement) following a recall from layoff; or
- (f) An employee's failure (for any reason) to report for work as scheduled, without properly notifying the Employer, unless specifically excused (consideration of which shall not be unreasonably withheld) by the Employer.

## **ARTICLE 6**

### **Hours and Schedules**

#### **Section 1. Work Day.**

- (a) The normal work day for regular full-time employees shall be eight (8) hours, excluding non-paid lunch periods.
- (b) For purposes of this section, the term "work day" shall mean a twenty-four (24) hour period from 11:00 p.m. to 11:00 p.m. daily.

#### **Section 2. Work Week.**

- (a) The normal work week for regular full-time employees shall be forty (40) hours, typically consisting of five (5) work days per work week.
- (b) For purposes of this section, the term "work week" shall mean a seven (7) day period from 11:00 p.m. to 11:00 p.m. on successive Saturdays.

#### **Section 3. Work Schedules.**

- (a) Work schedules shall be as determined by the Employer. Tentative work schedules shall be prepared and posted by the Employer at least one (1) week in advance of the first work day of the schedule.
- (b) Schedules shall be subject to change as the Employer's needs may require, and the Employer reserves the right to make changes in work schedules. Reasonable advance notice of schedule changes shall be given when possible and practical.
- (c) Employees shall not trade work schedules without the express prior permission of the Employer. Such trading of work schedules shall generally be avoided if it would result in overtime liability on the part of the Employer.
- (d) Notwithstanding the Employer's right to establish work schedules and make work assignments, an employee who was in the bargaining unit as of July 1, 1996 and who was not then assigned to a "split shift" shall not thereafter be assigned to a "split shift" without his/her consent.

**Section 4. Lunch Periods.**

- (a) Employees working more than four (4) consecutive hours per work day shall be entitled to a thirty (30) minute non-paid lunch period.
- (b) All lunch periods shall occur at such times as the Employer may determine, consistent with its needs.

**Section 5. Rest Periods.** Employees shall be entitled to one (1) fifteen (15) minute paid rest period per four (4) consecutive hours worked. Rest periods shall be scheduled by the Employer, consistent with its needs. Rest periods are subject to delay in order to meet work requirements. Rest periods not taken will not result in extra pay.

**Section 6. Scheduled Overtime.** When overtime work is being regularly scheduled (i.e. as distinguished from incidental, emergency or unscheduled overtime), the Employer shall seek to distribute such scheduled overtime among bargaining unit members as equitably as reasonably possible. Such scheduled overtime shall be offered to bargaining unit members on a rotating basis in the order of their bargaining unit seniority (i.e. most senior first). If an employee declines a scheduled overtime opportunity, he/she shall, for overtime equalization and distribution purposes, be charged as if he/she had accepted and worked the scheduled overtime. If an insufficient number of employees accept the scheduled overtime when offered, the Employer may require such employees to perform the available scheduled overtime work in the inverse order of their bargaining unit seniority (i.e. least senior first). Notwithstanding the foregoing provisions, the Employer shall not be required to offer or assign scheduled overtime to bargaining unit members on the basis of seniority if: (a) the employee does not have the experience and qualifications necessary to perform the scheduled overtime work, or (b) the employee is absent (e.g. due to vacation, leave of absence, etc.) when the scheduled overtime is being assigned.

**ARTICLE 7**

**Pay and Pay Periods**

**Section 1. Rates of Pay.** Employees shall be paid in accordance with the hourly wage rates prescribed in "APPENDIX A" (attached to and made part of this Agreement).

**Section 2. Overtime.**

- (a) Time and one-half (1-1/2) an employee's regular rate of pay shall be paid for all hours worked in excess of forty (40) hours per work week.
- (b) No overtime hours shall be worked without the Employer's prior approval, except in the case of an emergency.
- (c) Overtime eligibility shall be based solely on hours actually worked - i.e. paid time off (e.g. for vacations, holidays, sick leave, etc.) shall not be counted as hours worked for overtime purposes.

**Section 3. Pay Period and Pay Day.** The Employer has a two (2) week pay period which ends at 11:00 p.m. every other Saturday. All hours worked during such pay period will be paid on or before the following Friday, provided the employee has timely complied with all reporting requirements.

**Section 4. New Pay Rates.** If (a) the Employer determines to use new equipment and/or new methods and procedures, and (b) such use results in material and substantial changes in the complexity, difficulty and/or skill required to perform one or more bargaining unit positions, then and in such event the pay rate(s) applicable to the job classification(s) affected by such charges shall be subject to negotiations between the parties.

**Section 5. Show-Up Pay.** If an employee reports for scheduled work under circumstances where the Employer has determined that the employee is not needed for work, but has failed to make a good faith effort to advise the employee of the lack of work before he/she shows up for work, then and in such event the Employer shall (at the Employer's option) either: (a) pay the employee (without working) two (2) hours pay at his/her regular straight time hourly rate, or (b) provide the employee with two (2) or more hours of work in lieu of being sent home.

**Section 6. Training Time.** If the Employer requires an employee to attend a conference or in-service training program, etc., the employee shall be paid for the time the employee is actually in attendance at such conference or in-service, and for his/her reasonable and necessary travel time; provided, however, that no such employee shall be paid for more than eight (8) hours per conference or in-service day unless expressly agreed to by the Employer in writing.

**Section 7. Call-In Pay and Building Checks.** An employee who is called in to work at a time other than his/her scheduled hours that day, shall be guaranteed at least two (2) hours work or pay; provided, however, that if an employee is required to conduct a building check during non-scheduled hours, the employee shall instead receive time and one-half (1-1/2) for the building check time.

## **ARTICLE 8** **Leaves of Absence**

### **Section 1. Paid Sick Leave.**

- (a) Regular full-time employees shall be granted paid sick leave at the rate of twelve (12) days per year of employment (i.e. to be pro-rated during any partial year of employment). Earned but unused sick leave may be accumulated up to but not exceeding ninety (90) days. Upon retirement or separation from the District after ten (10) years of employment with the District in the bargaining unit, a bargaining unit member shall be paid thirty seven dollars and fifty cents (\$37.50) per day for each unused accumulated sick day. For purposes of this section, a day of sick leave shall mean the number of hours in the employee's regular daily work schedule, up to but not exceeding eight (8) hours.
- (b) Paid sick leave may only be used as follows:
  - (i) Sick leave may not be used during an employee's probationary period;

- (ii) Sick leave may not be used before it is earned; and
  - (iii) Sick leave may only be used in the event of an employee's inability to work due to his personal injury or disability. (Disability resulting from pregnancy or childbirth shall be treated like any other disability).
- (c) Employees shall, as a condition of receiving paid sick leave benefits, provide the Employer with such verification of illness or injury as the Employer may (in its discretion) require.

**Section 2. Bereavement Leave.**

- (a) Regular full-time employees who have completed their probationary period may be granted up to three (3) work days, as needed (i.e. if scheduled to work), as bereavement leave with pay in the event of death in the employee's immediate family. As used in this section, the term "immediate family" shall include an employee's spouse, child, parent, brother, sister, grandparent, father-in-law or mother-in-law. Additional days (if any) may be granted in the Superintendent's sole discretion.
- (b) Paid bereavement leave shall not be granted during an employee's paid vacation, on a paid holiday, or during any leave of absence.

**Section 3. Family and Medical Leave Act.** A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to an eligible employee in accordance with the Family and Medical Leave Act ("FMLA") for the purposes permitted by the FMLA. All FMLA leaves of absence shall be subject to and administered in accordance with the FMLA and its regulations. If a FMLA leave is one for which paid sick leave is available, such paid sick leave shall be used in connection with the FMLA leave. Paid vacation time (if available) may be used in the employee's discretion. Any paid time off (e.g. paid sick leave, paid vacation time, etc.) taken for FMLA purposes shall be counted toward the FMLA time available; and, except to the extent paid sick leave and/or paid vacation time are available and used for FMLA purposes, all other FMLA time off shall be without pay.

**Section 4. Personal Leaves.** Employees who are not eligible for paid sick leave, paid bereavement leave, or FMLA leave, may request (in writing) an unpaid personal leave of absence. The granting or denial of any such unpaid personal leave of absence shall be in the Employer's discretion; and neither the granting nor denial of any such unpaid personal leave in any given case shall constitute any practice or precedent with respect to any other case. Any such personal leave, if granted, shall not be for any period in excess of thirty (30) calendar days; and the renewal or extension (if any) of any such unpaid personal leave shall also be at the Employer's discretion.

**Section 5. Military Leave.** Any employee who, while employed by the Employer, enters or has entered into active service in the United States Armed Forces, and who receives an honorable discharge and makes application for reinstatement within ninety (90) days after his discharge, shall have such reinstatement rights, consistent with his seniority, as are afforded by all applicable laws and federal regulations. Furthermore, if the employee's military service does not exceed thirty (30) calendar days (e.g. National Guard summer camp, etc.), the Employer shall during said thirty (30)

day period continue to pay its share of the cost of any applicable group insurance benefits.

## **ARTICLE 9** **Paid Vacations**

**Section 1. Vacation Schedule.** Regular full-time employees shall earn vacations with pay according to the following schedule:

- 10 work days (2 weeks) - After one (1) year of continuous service.
- 15 work days (3 weeks) - After seven (7) years of continuous service.
- 20 work days (4 weeks) - After fifteen (15) years of continuous service.
- 22 work days (4 weeks and 2 days) – After twenty-two (22) years of continuous service.
- 24 work days (4 weeks and 4 days) – After twenty-four (24) years of continuous service.
- 25 work days (5 weeks) – After thirty (30) years of continuous service.

**Section 2. Vacation Year.** For purposes of this Article, a vacation year is defined as a twelve (12) month period starting with the employee's anniversary date of last employment, and each twelve (12) month period thereafter (anniversary date to anniversary date).

**Section 3. No Accumulation or Prepayment.**

- (a) Paid vacations shall not be accumulated from year to year, but must be taken within the vacation year (based upon anniversary date) for which they are earned.
- (b) Paid vacations shall not be granted or allowed in advance (i.e. they may not be taken before they have been earned as herein provided).
- (c) Paid vacations shall not be taken in increments of less than four (4) hours.

**Section 4. Vacation Scheduling.**

- (a) The Employer reserves the right to determine how many employees may take vacation at any time, and to approve or disapprove all vacation requests in its discretion, provided, however, that an effort shall be made by the Employer to schedule paid vacations at times mutually agreeable to the employees and the Employer, consistent with the proper and efficient management, operation and maintenance of school facilities.
- (b) All vacation requests must be submitted, in writing, to both the Employer's Director of Operations and its Head Custodian. For vacations to be taken during the summer recess period, written vacation requests must be submitted before May 15th; and for vacations to be taken during the school year, written vacation requests must be submitted before August 15th. Vacation requests submitted by

the above dates shall be awarded on the basis of seniority, and on a first come first serve basis thereafter.

**Section 5. Pay Upon Termination.**

- (a) If and to the extent vacation pay is earned but not paid at the time of an employee's voluntary termination of employment, and if the employee has been employed for at least one (1) year, and if the employee gave the Employer at least fourteen (14) calendar days' advance written notice before such termination, then such earned vacation pay will be paid to the employee upon termination; provided, however, that paid vacation days may not be used to satisfy the advance notice requirement. Notwithstanding the above provisions of this section, the employer may in its sole discretion, waive the fourteen (14) calendar day notice requirement under extenuating circumstances. Unused vacation pay shall be prorated based upon the date of termination in relation to the anniversary date of the employee (e.g. An employee with an anniversary date of July 1 who terminates employment as of August 1, is entitled to be paid for 1/12 of vacation time that has been allocated but not yet paid for in that year).
- (b) In the event of an employee's death, any unused paid vacation for which the employee was eligible shall be paid to the named beneficiary or, in the absence of such designation, to the personal representative of the employee's estate.
- (c) No vacation pay shall be made to employees upon discharge for gross misconduct.

**ARTICLE 10**

**Paid Holidays, Personal Day and Snow Days**

**Section 1. Paid Holidays.**

- (a) Subject to and in accordance with the provisions of this Article, eligible employees shall be entitled to holiday pay for the following days:
  - New Year's Eve
  - New Year's Day
  - Spring Break Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Wednesday before Thanksgiving (so long as school is not in session)
  - Thanksgiving
  - Day after Thanksgiving
  - Christmas Eve Day
  - Christmas
  - Employee's Birthday
- (b) When one of the above designated holidays (excluding the Spring Break Day) falls on a Saturday or Sunday, it will instead be observed on an alternate day of

the Employer's choosing, either the preceding Friday or the following Monday (provided school is not in session).

- (c) The Spring Break Day may only be taken during the District's Spring Break recess period on a day which has been approved, in advance, by the Director of Operations.

**Section 2. Eligibility for Holiday Pay.**

- (a) To be eligible for holiday pay, an employee must satisfy and comply with the following conditions:
  - (i) The employee must be a regular full-time employee;
  - (ii) The employee must have completed his probationary period; and
  - (iii) The employee must have worked his last scheduled work day immediately preceding and his first scheduled work day immediately following the holiday unless the employee's absence on his last scheduled day before or first scheduled day after the holiday is due to an absence approved in advance by the Employer.
- (b) If a holiday falls within an employee's authorized , paid vacation and the employee is otherwise eligible for holiday pay, the day of the holiday shall be paid as a holiday and shall not be charged as a vacation day.

**Section 3. Holiday Pay.** Employees who are eligible for holiday pay shall receive holiday pay equal to their regular straight time hourly rate times the number of hours in their regular work day, but not exceeding eight (8) hours.

**Section 4. Holiday Premium.** Any employee who is required to work on one of the paid holidays designated in this Article (above) shall be paid at twice their regular straight time hourly rate for all holiday hours worked; provided, however, that there shall be no pyramiding of overtime and/or premium pay (i.e. no hours shall be paid at more than double time).

**Section 5. Paid Personal Day.** Regular full-time employees who have completed two (2) or more years of continuous service with the Employer shall be eligible for two (2) paid personal days per year of employment thereafter. Such paid personal days shall not be accumulated or carried over from one year to the next and shall not be paid if unused. All requests for use of paid personal days shall be submitted, in writing, to the Employer's Director of Operations; and the granting or denial of any such request shall be in the Employer's discretion.

**Section 6. Snow Days.** Regular full-time employees shall be eligible for up to three (3) paid snow days per school year. A "snow day" is defined as a school day (i.e. student instructional day) which is canceled due to inclement weather. A snow day does not, however, include a delayed start school day. If an employee is required to work on one or all of the three (3) permitted paid snow days, the employee shall be given compensatory time off for the snow day hours having been worked. If there are more than three (3) snow days in a given school year,

then any such excess snow days shall either be worked or taken off without pay, in the Employer's discretion.

## **ARTICLE 11** **Insurance Benefits**

### **Section 1. Group Health.**

- (a) Regular full-time employees shall be eligible to participate in a group health program provided through the Employer (West Michigan Health Insurance Pool Versatile 3 Plan with a \$10/\$40 Rx card and \$20 office co-pay). Regular full-time employees may include their eligible dependents (including an eligible spouse), and the Employer will pay the cost of the health care premiums each month, not more than one-twelfth (1/12<sup>th</sup>) of the applicable Hard Cap amounts allowed by the State of Michigan. The remaining annual cost for the employee's plan premiums shall be paid by the employee and will be deducted from the employee's paycheck bi-weekly.
- (b) Upon attainment of Medicare eligibility, or when Medicare Part B is elected while receiving Social Security disability benefits, the Employer shall pay its share (i.e. depending upon full-time or part-time status) of the Medicare Part B premiums.

**Section 2. Group Dental Insurance.** Regular full-time employees shall be eligible to participate in a group dental insurance program provided through the Employer. Regular full-time employees may include their eligible dependents (including an eligible spouse), and the Employer will pay the premium in an amount governed by any applicable state law.

**Section 3. Group Vision Insurance.** Regular full-time employees shall be eligible to participate in a group vision insurance program provided through the Employer. Regular full-time employees may include their eligible dependents (including an eligible spouse), and the Employer will pay the premium in an amount governed by any applicable state law.

**Section 4. Long Term Disability Insurance.** Regular full-time employees shall be eligible to participate in a group long term disability insurance program provided through the Employer. The group long term disability insurance program shall be available to such employees only (and not their spouses or other dependents). The Employer will pay the premium in an amount governed by any applicable state law.

**Section 5. Group Term Life Insurance.** Regular full-time employees shall be eligible to participate in a group term life insurance program provided through the Employer. The group term life insurance program shall be available to such employees only (and not their spouses or other dependents), and shall be in an amount equal to one (1) times the employee's annual straight time earnings. The Employer will pay the premium in an amount governed by any applicable state law.

### **Section 6. Continuation/Termination of Group Insurance Benefits/Payments.**

- (a) Group insurance coverage pursuant to this Article shall be provided, and the Employer's contributions toward its cost shall be continued, only as follows:



- (i) For eligible employees who are unable to work due to illness or injury (which is not compensable by workers' disability), such coverage and contributions shall continue during the employee's paid sick leave and through the calendar month following the month in which the employee's paid sick leave benefits are exhausted.
  - (ii) For eligible employees who are unable to work due to illness or injury (which is compensable by workers' disability), such coverage and contributions shall continue for a period not to exceed twelve (12) calendar months.
  - (iii) For eligible employees who are on an unpaid leave of absence, such coverage and contributions shall continue through the calendar month in which the unpaid leave of absence commenced; provided, however, that such coverage and contributions shall be continued (if and to the extent required by the FMLA) with respect to an employee on a leave of absence pursuant to the FMLA.
  - (iv) Except as specifically provided above, group insurance coverage pursuant to this Article shall not be provided, and the Employer's contributions toward the cost of group insurance coverage pursuant to this Article shall not be continued, during an unpaid leave of absence or following an employee's termination, resignation or layoff.
- (b) If an eligible employee desires to continue group insurance coverage during any period with respect to which the Employer's payment obligation does not exist or apply (e.g. during an unpaid leave of absence, etc.), the eligible employee shall have sole responsibility for making all arrangements and payments necessary for the continuation of such coverage at the employee's own expense.
  - (c) Furthermore, notwithstanding the fact that the Employer's contributions toward the cost of any group insurance program may be discontinued as provided above, eligible employees and/or their eligible dependents shall have such rights (if any) to extended group health coverage, at their own expense, as are prescribed by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA-Pub. Law 99-272), as amended.

**Section 7. Programs, Carriers and Benefits.**

- (a) The Employer may select, and from time to time change, the particular insurance or other programs and carriers or providers required to satisfy the group insurance coverage (for eligible employees) provisions of this Article; provided, however, that changes in such programs and carriers or providers shall only be made if the new benefits and benefit levels are substantially comparable to the old (unless the Union otherwise agrees).
- (b) In addition to any terms and conditions prescribed herein, all group insurance benefits provided pursuant to this Article shall be further subject to any and all terms, conditions and/or limitations (e.g. regarding eligibility, enrollment,

benefits, etc.) prescribed by the particular group insurance policies and/or programs involved.

**Section 8. Respective Responsibilities.**

- (a) The Employer's responsibility with respect to the above group insurance benefits shall be limited to the prompt payment of its premium obligations on behalf of eligible employees. In addition, the Employer shall make group insurance information available to eligible employees, including applications and claim materials as furnished by the insurance carriers.
- (b) Employees who are eligible for and/or participating in group insurance programs provided through the Employer shall be responsible for keeping the Employer informed, in writing, of any and all changes in their personal status (e.g. marital status, eligible dependents, etc.) which may affect their group insurance benefits.

**Section 9. Payroll Deductions.** An eligible employee's contribution toward the cost of any group insurance benefits provided pursuant to this Article shall be paid by the employee by payroll deductions; provided, however, that if an employee's pay on any occasion is not sufficient to do so, then and in such event the employee shall timely remit the required contribution to the Employer.

**Section 10. Regular Part-Time Employees.** A regular part-time employee (i.e. a bargaining unit member who is not eligible for group insurance benefits as a regular full-time employee) may elect to participate in one or more of the group insurance programs available to regular full-time employees; provided, however, that any such participation (if elected) shall be subject to and contingent upon all of the following terms and conditions:

- (a) Such participation shall only be allowed if and to the extent permitted (e.g. based on work hour requirements, etc.) by the particular plan, policy or program of insurance;
- (b) Such participation shall be subject to all terms, conditions and limitations imposed by the particular plan, policy or program and/or by the carriers or other providers involved; and
- (c) Such participation shall only be allowed or permitted, and shall only be continued, if and to the extent the employee timely pays (in advance) the full cost (i.e. premium) of the particular group insurance benefit(s) elected. Such payment shall be by payroll deduction authorization, but in the event of insufficient earnings shall be timely made in cash.

**Section 11. Cost for Coverage.** Either the Employer or the Union may re-open Article 11 of this Agreement for the purpose of seeking a change in the percentage of cost for coverage paid by the respective parties under this Article.

**Section 12. PPACA.** This Article may be re-opened at the Employer's request for the sole purpose of addressing the responsibilities, obligations, and impact that Government programs

have on the Employer's economic obligation toward health care. The Employer's economic obligation shall not exceed the dollar amounts specified above.

## **ARTICLE 12**

### **Uniforms**

**Section 1. Uniforms.** The Employer, in its discretion, may require the wearing of a uniform of specific design and/or color. Such uniforms required by the Employer shall be provided and maintained at the Employer's expense. Furthermore, if the Employer requires the wearing of any other uniform items which cannot also serve as wearing apparel capable of being used in non-work situations as well, then and in such event the Employer shall pay for or provide such items as well.

**Section 2. Shoe Allowance.** Regular full-time employees who have completed their probationary period shall, upon submission of proper verification of purchase of shoes suitable and intended for use in the course of work, be eligible to receive a shoe allowance of up to (but not to exceed) Two Hundred dollars (\$200.00) per calendar year.

**Section 3. Dress Code.** Recognizing that all school employees have the opportunity to serve as role models and to influence the image of the District in the community, the Employer may prescribe reasonable rules and regulations pertaining to appropriate attire, grooming and personal hygiene on the part of bargaining unit members during all working hours. Employees shall comply with all such rules and regulations.

## **ARTICLE 13**

### **Layoff and Recall**

**Section 1. Layoff.** Layoff shall mean the separation of an employee from the active work force of the Employer due to a reduction in the work force, provided such reduction is not for arbitrary and capricious reasons as determined by the Employer. When the size of the Employer's work force is to be reduced through a layoff of employees, the following procedure will be utilized:

- (a) The Employer shall determine the classification(s) affected and the number of positions to be reduced or eliminated. Upon such determination, the Employer shall implement such layoffs as follows:
  - (i) Probationary employees in the classification(s) affected shall be laid off first, provided the remaining employees in the classification(s) have the necessary training, experience, qualifications and work record, as determined by the Employer, to satisfactorily and efficiently perform the required work.
  - (ii) Additional layoffs within the classification(s) affected shall be administered in the inverse order of the employees' seniority (i.e. employees with the least seniority shall be laid off first), provided the remaining employees in the classification(s) have the necessary training, experience, qualifications and work record, as determined by the Employer, to satisfactorily and efficiently perform the required work.

- (b) Employees remaining in the classification(s) where layoffs are made shall be subject to such transfers or reassignments (as to shifts, work locations, etc.) as may be deemed necessary by the Employer.

**Section 2. Recall.**

- (a) Employees who are laid off from a classification, as provided in Section 1 above, shall have recall rights (in the inverse order of their layoff) as vacancies occur or positions are reinstated in the classification from which they were laid off, provided such employees have the necessary training, experience, qualifications and work record, as determined by the Employer, to satisfactorily and efficiently perform the required work.
- (b) Notices of recall shall be sent by certified mail (return receipt requested) to the recalled employee's last known address, according to the records of the Employer, and shall allow a minimum of two (2) weeks for the employee's return to work. A recalled employee who does not report for work within two (2) weeks from the date the notice is delivered (or the date of attempted delivery if the notice is unable to be delivered or is unclaimed), or who has indicated that he no longer desires to be employed by the Employer, shall lose all further recall rights.

**Section 3. Qualifications.** As used in this Article (Layoff and Recall), the terms "qualified" or "qualifications" shall mean and include: (a) an employee who presently holds and has satisfactorily performed in the job or classification affected; (b) an employee who previously held and satisfactorily performed the job or classification in the past and remains capable of doing so; and (c) an employee who has otherwise demonstrated his/her ability to satisfactorily perform the duties and responsibilities of the job or classification in question.

**ARTICLE 14**  
**No Strike and No Lockout**

**Section 1.** 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, participate in, assist, encourage, condone, defend, or permit any strike, sit-down, stay-in, slow-down, work stoppage or any other interruption of or interference with the normal business or activities of the Employer, and will not support or participate in any picketing of or against the Employer by the bargaining unit or its members. Furthermore, the Union agrees to use its best efforts to prevent any of such prohibited conduct. This Section shall not be construed to restrain bargaining unit members from exercising their constitutional rights on their own time.

**Section 2.** Any employee who engages in any activity prohibited by this Article shall be subject to disciplinary action.

**Section 3.** The Employer agrees that during the term of this Agreement, it will not lock out the employees.

**ARTICLE 15**  
**Miscellaneous Provisions**

**Section 1. Captions.** The titles or captions used in the various Articles, sections and paragraphs of this Agreement are for identification purposes only, and are not a substantive part of this Agreement.

**Section 2. Severability.**

- (a) 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 persons or circumstances other than those as to which it has been held invalid or as to which compliance with or endorsement of has been restrained, shall not be affected thereby.
- (b) In the event that any Article, section, paragraph or clause of this Agreement is held invalid, or as to which compliance or enforcement has been restrained, as set forth above, the Employer and the Union shall promptly enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article, section, paragraph or clause.

**Section 3. Equipment.** The Employer shall not require bargaining unit employees to operate, on the public streets or highways, any motor vehicle which is not in safe operating condition or which is not equipped with such safety appliances as are required by law with respect to the vehicle.

**Section 4. Dangerous Activities.** Bargaining unit employees shall not be required by the Employer to engage in any dangerous activity which, under the circumstances, would constitute a violation of applicable statutes, court orders, or governmental regulations.

**Section 5. Report of Accidents.** An employee involved in any work-related accident occurring during the course of employment shall immediately report the accident, and any physical injury sustained (if any), to the Employer. Unless expressly excused by the Employer, such report shall be made in writing, on such form(s) as may be furnished by the Employer, before the start of the employee's next shift. The employee shall then also provide the Employer with the names and addresses of all known witnesses to the accident. An employee's failure to comply with the requirements of this Section will subject the employee to disciplinary action by the Employer.

**Section 6. Loss or Damage.** Employees shall exercise due diligence to ensure the proper care, maintenance and protection of District property and equipment against loss or damage while the same is in their custody and/or under their control, ordinary wear and tear excepted. Employees shall not be charged for lost or damaged property or equipment unless such loss or damage results from the employee's negligence, carelessness or other failure to exercise the due diligence

required, in which latter case reimbursement for repair or replacement of the property or equipment may be required of the employee.

**Section 7. Picket Line.** Bargaining unit employees shall not be required by the Employer to cross a primary picket line (i.e. a picket line other than a secondary boycott and excluding informational picketing) at another (i.e. non-District) employer's work site under circumstances where the employee reasonably believes that he/she cannot do so safely (i.e. without risk of personal injury or harm).

**Section 8. Worker's Compensation.**

- (a) The Employer shall provide such worker's compensation coverage as is required by state law; and, in the event the state's worker's compensation laws are repealed or abolished, then and in such event the Employer shall negotiate with the Union with respect to possible alternate coverage for job-related illnesses or injuries.
- (b) When an employee's worker's compensation claim(s) are not contested or disputed, the Employer shall reasonably cooperate toward the prompt and fair settlement or resolution of the same. Similarly, an employee having sustained an injury or illness compensable under worker's compensation shall reasonably such return to work program(s) as may be jointly developed and proposed by the Employer, the worker's compensation provider, and the worker's compensation physician.
- (c) If an employee who sustains an acknowledged job-related injury (i.e. where its compensability is not in dispute) is sent home or to obtain medical treatment at the Employer's direction, then and in such event the employee shall receive his/her straight time hourly rate of pay for the regularly scheduled hours lost on the day of the injury.
- (d) Upon return to work following a compensable (and uncontested) job related injury, the employee shall (whenever possible) endeavor to schedule any further medical treatment relating to the injury during non-working hours. When it is not possible to do so, however, then and in such event the Employer will (during the first two [2] calendar months following the employee's return to work) pay up to (but not exceeding) four (4) hours per day or sixteen (16) hours per calendar month, whichever is less, for regularly scheduled hours lost due to follow-up medical treatment relating to said injury; provided, however, that after the first two (2) calendar months following the employee's return to work, the sixteen (16) hour per calendar month cap shall be reduced to eight (8) hours.

**ARTICLE 16**  
**Grievance Procedure**

(\*See Note Below)

**Section 1. Definition.** A grievance shall be defined as a written complaint filed by an employee or the Union based on an alleged violation of the provisions of this Agreement. The term "grievant" shall mean the employee and/or Union filing the grievance.

**Section 2. Exclusions.** Notwithstanding the foregoing definition, it is understood and agreed that the following matters are not subject to, and may not be processed under the grievance procedure contained in this Agreement:

- (a) Employee evaluations;
- (b) The discipline, discharge or demotion of any probationary employee;
- (c) Any matter over which the Employer has contractual discretion; and
- (d) Any other matter which does not constitute a violation of this Agreement.

**Section 3. General Provisions.**

- (a) Nothing contained herein shall be construed as limiting the right of an employee to discuss a matter informally with the Employer in an effort to resolve the matter without recourse to the grievance procedure.
- (b) The term "days," as used in this grievance procedure, shall mean and refer to work days (i.e. days when bargaining unit members are scheduled to work).
- (c) The number of days indicated at each level of the grievance procedure shall be considered a maximum, and the parties shall attempt to expedite the process when reasonably possible. The time limits contained in the grievance procedure may be compressed or extended, in writing, by mutual consent.
- (d) A grievance which is not timely filed or appealed shall be considered as dropped or abandoned, and may not thereafter be processed. In the event the administration fails or neglects to issue a timely answer or response, the grievance will be deemed to have been denied and may be appealed to the next level.
- (e) A Union Steward shall be allowed to participate in any grievance meeting between the parties (at any step of the grievance procedure).

**Section 4. Specific Procedure.** In addition to the foregoing, the following specific procedures shall be followed:

### **Level One - Director of Operations.**

- (a) A grievance must be in writing, and must be filed with the Employer's Director of operations and the Union within thirty (30) days following occurrence of the grievable event. The written grievance must be written on the grievance form attached hereto as "APPENDIX B" and must also:
  - (i) Be identified as "individual" and/or "Union," and shall be signed by the grievant;
  - (ii) Identify the specific provision(s) of this Agreement which have been allegedly violated;
  - (iii) State the facts supporting the alleged violation; and
  - (iv) Specify the relief requested.
- (b) Within ten (10) days following receipt of the grievance, the Director of Operations (or his/her designee) shall meet with the grievant and/or the Union to hear the grievance.
- (c) Within ten (10) days following the meeting at Level One, the Director of Operations (or his/her designee) shall issue a written response to the grievance and provide a copy of the same to the grievant and the Union.

### **Level Two - Superintendent.**

- (a) If a grievance is not satisfactorily resolved at Level One, the grievant may appeal it to the Superintendent, in writing, within ten (10) days following receipt of the Level One written answer (or following the time when it should have been received if it was not timely received).
- (b) Within ten (10) days following receipt of the grievance, the Superintendent (or his/her designee) shall meet with the grievant and the Union (e.g. Steward, Business Agent, etc.) to hear the grievance.
- (c) Within ten (10) days following the meeting at Level Two, the Superintendent (or his/her designee) shall render a written decision on the grievance and provide a copy of the same to the grievant and the Union.

### **Level Three - Board.**

- (a) If a grievance is not satisfactorily resolved at Level Two, the grievant may appeal it to the Board, in writing, within ten (10) days following receipt of the Level Two written answer (or following the time when it should have been received if it was not timely received). The written appeal to Level Three (Board) shall, however, be filed with the Superintendent.
- (b) Within thirty (30) days of the receipt of the grievance, the Board shall meet with the grievant and the Union (e.g. Steward, Business Agent, etc.) to hear the grievance. The meeting shall be open or closed, at the option of the grievant (but only to the extent permitted by the Open Meetings Act).



- (c) Within twenty (20) days following the meeting at Level Three, the Board shall render a written decision on the grievance and provide a copy of the same to the grievant and the Union.

**Level Four - Arbitration Panel.**

- (a) If a grievance is not satisfactorily resolved at Level Three, the Union (but not an individual grievant) may appeal it to a three (3) member Arbitration Panel, in writing, within thirty (30) days following receipt of the Level Three written answer (or following the time when it should have been received if it was not timely received). Superintendent and with the American Arbitration Association (AAA). The rules and procedures of the AAA shall (to the extent consistent with the provisions of this Agreement) apply to the arbitration proceedings under this Agreement.
- (b) All arbitration proceedings at Level Four (Arbitration Panel) shall be subject to all of the following terms and conditions:
  - (i) The Board and the Union shall each appoint one (1) member to the Arbitration Panel. Such appointees shall be residents of the District, shall be eighteen (18) years of age or older, shall not be or have been employed by either the Board or the Union, and shall not be either a present or past member of the Board or the Union. No such appointee shall be compelled to serve against his/her will; and all such appointees shall serve without fee or remuneration, except that an appointee may be reimbursed (by the party having made the appointment) for expenses reasonably incurred by the appointee in serving on the Arbitration Panel.
  - (ii) The third member of the Arbitration Panel shall be selected and appointed in accordance with the rules and procedures of the American Arbitration Association (AAA). The person appointed by the AAA shall chair or preside over the Level Four hearing before the Arbitration Panel. The cost or expense of the person appointed by the AAA shall be shared equally by the District and the Union, but any costs or expenses individually incurred by the parties shall be borne by the party incurring the cost or expense.
  - (iii) The Arbitration Panel shall issue a written decision and provide a copy of the same to the Board and the Union. A majority decision by the three (3) member Arbitration Panel, if within its scope of authority (as herein prescribed and limited), shall be final and binding and judgment thereon may be entered in any court of competent jurisdiction.
  - (iv) Not more than one (1) grievance shall be heard by the Arbitration Panel at any one time, except by mutual agreement of the parties.
  - (v) The Arbitration Panel shall have no authority to add to, subtract from, disregard, alter or modify any provision(s) of this Agreement.

- (vi) The Arbitration Panel shall not change or alter any policies, rules and/or actions of the District which are not specifically in violation of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the District.
- (vii) The Arbitration Panel shall not hear any grievance previously barred from the scope of the grievance procedure.
- (viii) The Arbitration Panel shall not make any adjustment or settlement of a grievance retroactive beyond the date of the grievable occurrence. No decision in any one case shall require retroactive adjustment in any other case.
- (ix) The Arbitration Panel shall not award any punitive damages.
- (x) Any compensation award shall be subject to the retroactivity limitations prescribed herein.
- (xi) The Arbitration Panel shall have no authority to award new salary schedules or to otherwise modify established salary schedules.


(\***Note:** Upon expiration of this Agreement, and in the absence of any extension agreement or successor agreement continuing these grievance procedures, the Employer reserves the right to suspend this Grievance Procedure in its entirety until and unless it is reinstated pursuant to an extension agreement or successor agreement; provided, however, that any grievance having been timely and properly filed prior to expiration of this Agreement shall nevertheless be processed under this Grievance Procedure.)


**ARTICLE 17**  
**Duration and Termination of Agreement**


**Section 1.** This Agreement shall take effect on July 1, 2017, and shall thereafter remain in full force and effect, without change, addition or amendment (except by mutual agreement), from said date through June 30, 2020 and from year to year thereafter until and unless written notice of termination is given by either party to the other by certified mail not less than sixty (60) days prior to any June 30th expiration date.


**Section 2.** In the event of an inadvertent failure of the Employer or the Union to give the notice set forth in Section 1 of this Article, such party may give such notice at any time thereafter; and, in such event, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

**General Teamsters Local Union No. 406**  
**Board of Education**  
**an affiliate of the International Brotherhood**  
**(Allendale Public School)**  
**of Teamsters**

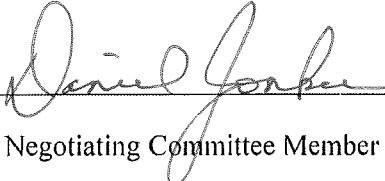
By   
Its **Secretary-Treasurer**

By   
Its **President**

By   
Its **President**

By   
Its **Secretary**

By   
Negotiating Committee Member

By   
Negotiating Committee Member

**“APPENDIX A”**

**WAGE SCHEDULES**

**A. New Hire Wage Schedules:**

1. Upon effective date of the 2017-2020 agreement, employees newly hired into the bargaining unit shall be paid at the following hourly rates (for the applicable job classification):

- Part-Time Custodian..... \$ 9.41
- Full-Time Custodian..... \$11.42
- Full-Time Maintenance/Custodian..... \$14.33

**B. Existing Employee Wage Schedules:**

1. For 2017 - 2020. Upon ratification of the agreement, and each fiscal year thereafter, wages for employees in the bargaining unit on the preceding June 30th shall be increased, effective July 1st, by an amount equal to 2.25% of their current hourly wage rate.

**C. Premium Pay Hours.** Regular full-time employees shall receive the following shift differential or premium pay (i.e. above their regular straight time hourly rate):

- \$.70 per hour for all hours worked between 3:00 p.m. and 11:00 p.m.
- \$.90 per hour for all hours worked between 11:00 p.m. and 7:00 a.m.

An employee whose shift begins one-half (½) hour earlier or ends one-half (½) hour later than the premium pay hours prescribed above, (i.e. in order to provide the employee with a thirty [30] minute unpaid lunch period), shall not be denied or receive diminished shift differential or premium pay with respect to the one-half (½) hour before or after the above premium pay hours.

**"APPENDIX B"**  
Teamsters Local 406  
**GRIEVANCE REPORT FORM**

Grievance# \_\_\_\_\_ Date Filed: \_\_\_\_\_

Building: \_\_\_\_\_ Assignment: \_\_\_\_\_

Name of Grievant: \_\_\_\_\_ Individual \_\_\_\_\_ Union \_\_\_\_\_ Both \_\_\_\_\_

**LEVEL 1: SUPERVISOR LEVEL**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. Statement of Grievance (Facts Supporting Alleged Violation): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Specific Contract Provisions Violated: \_\_\_\_\_

D. Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant/Union

\_\_\_\_\_  
Date

E. Disposition of Supervisor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Director of Operations

\_\_\_\_\_  
Date

**Teamsters Local 406**  
**GRIEVANCE REPORT FORM (cont.)**

F. Position of Grievant and/or Union: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant/Union

\_\_\_\_\_  
Date

**LEVEL 2: SUPERINTENDENT LEVEL**

A. Date Received by Superintendent: \_\_\_\_\_

B. Disposition of Superintendent: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

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

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant/Union

\_\_\_\_\_  
Date

**LEVEL 3: BOARD OF EDUCATION LEVEL**

A. Date Received by Board of Education: \_\_\_\_\_

B. Disposition of Board of Education: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature for Board of Education

\_\_\_\_\_  
Date

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

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant/Union

\_\_\_\_\_  
Date

**LEVEL 4: ARBITRATION**

A. Demand to Arbitrate Filed: \_\_\_\_\_