

**AN AGREEMENT**

**BETWEEN**

**GRANT PUBLIC SCHOOLS  
BOARD OF EDUCATION**

**AND**

**GRANT EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION-MEA/NEA**

**July 1, 2013 - June 30, 2016**

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**ARTICLE I**  
**Agreement**

This Master Agreement is entered into between the Board of Education of the Grant Public Schools, hereinafter referred to as the “Board,” and the Grant Educational Support Personnel Association-MEA/NEA, hereinafter referred to as the “Union.”

The term “employee” or “bargaining unit member” when used hereinafter in this Agreement shall refer to all employees represented by the Union in the Recognition clause, and references to the masculine gender shall include female employees.

**ARTICLE 2**  
**Purpose**

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

**ARTICLE 3**  
**Entire Agreement**

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

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law by a court or administrative body of competent jurisdiction, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. The parties shall meet to negotiate the clause or application adjudged contrary to law. Neither party shall be required to meet with the other for the purpose of negotiating a replacement clause after thirty (30) days have expired since adjudging a clause contrary to law. Should no agreement be reached, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

Any individual contract between the Board and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

**ARTICLE 4**  
**Recognition**

The District hereby recognizes the Union as the exclusive representative for all full-time and regular part-time Aides, Secretaries, Bus Drivers, Food Service, Maintenance, and Custodial employees.

Excluded from the bargaining unit are the Superintendent's secretary, mechanic, supervisors, substitutes, and all other employees. Further excluded from the terms and conditions of this Agreement are students and temporary hourly help not employed on a regular basis.

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

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

Unless otherwise indicated, use of the term "employee" or "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit.

A probationary employee shall be considered an employee who has served in a bargaining unit position for less than ninety (90) calendar days.

It is expressly recognized by the parties that the Custodial Supervisor, Bus Mechanic, Transportation Supervisor, Food Service Director, and Finance Director may continue to perform bargaining unit work of the same kind and nature and to the extent as has been done in the past. It is understood that other supervisory employees may perform bargaining unit work in circumstances such as emergency situations, when operational difficulties are encountered, in the testing of materials and equipment, and in the instruction or training of employees. Work performed by non-bargaining unit employees shall not result in the layoff of regular bargaining unit members.

## **ARTICLE 5**

### **Union Dues Deductions**

5.1 Membership in the Union and the payment of Union dues are voluntary activities as provide Public Act by 349. Under Public Act 53, the district cannot collect dues or fees on behalf of the GESPA.

[The parties will agree to a letter of agreement that if there is a court decision on or before June 30, 2015 that determines Public Act 349 is legally invalid and unenforceable, the following n Article 5.2 will be reinstated. However, if Public Act 349 is found to be legally valid or there is no court decision by June 30, 2015, then this letter agreement will expire the changes described will be implemented fully.

In order that the bargaining agent can exercise its duty to support all employees of the bargaining unit by enforcing provision of the master agreement, the employer will provide the bargaining agent with the following information for each bargaining unit employee on or before August 15 of each school year. The following information shall be provided to the designated representative provide that person is identified to the district between July 15 and August 1:

- A. Name
- B. Last know address
- C. Marital status and number of dependents if known

- D. Status of employee (active, leave, layoff)
- E. Hire date into the current bargaining unit
- F. Compensation of any kind from Grant Public Schools for the previous school year.
- G. Other compensation and the positions for which the bargaining unit member was paid in the previous school year.
- H. Building and assignment from the previous school year.
- I. If the bargaining agent feels additional information is needed they may request it of the employer and it will be provided as long as the information exist in the form requested and does not need to be created nor caused excessive work for the employer. The information will be provided within 10 business days of the written request.

5.2 The Union agrees to indemnify and save the Board, including individual Board members and their agents, harmless against any and all claims, demands, awards, judgments, suits, attorney's fees and legal costs or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions of this article.

In the event of any legal action against the Board because of its compliance with this Article, the Union agrees to defend such action at its own expense and through its own counsel.

The Union shall have complete authority to compromise and settle all claims which it defends under this section.

In any such instances, the Board agrees to give full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

## **ARTICLE 6**

### **Union Rights**

6.1 Upon reasonable request, the Board shall make available to the Union information necessary to assist in the processing of grievances, administration of the Agreement, and negotiations.

6.2 A. Officers or authorized representatives of the Union may be admitted onto the Board's premises during working hours for the purpose of adjusting grievances and other union and advocacy functions, providing that said visitation shall not disrupt the work of the Board. The Union agrees that its representatives shall advise the building administration's office of their need to be on school property upon their arrival.

B. The facilities and equipment of the Board shall be available to the Union in accordance with Board Policy as long as such use does not interfere with job responsibilities and everyday operations.

6.3 The Union shall have the right to post notices of activities and matters of Union concern at designated bulletin boards in each building or facility to which employees may be assigned.

6.4 The Union shall be entitled to five (5) days per year to be used at the discretion of the Union, and the Union shall reimburse the Board for the cost of substitutes during these days. The day shall be scheduled as early as possible and by mutual agreement with the supervisor. Five (5) days written notice must be given to the supervisor after mutual

agreement has been reached regarding the days.

- 6.5 There shall be two (2) signed copies of any final agreement. One copy shall be retained by the Board and one by the Union. The district will provide an electronic copy of this agreement to all union members after ratification and a final draft is completed.

## **ARTICLE 7**

### **District Rights**

- 7.1 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
- 7.2 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
- A. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Board.
  - B. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
  - C. Direct the working forces, including the right to hire, promote, suspend and discharge employees (non-probationary employees for just cause), transfer employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force, and to lay off employees.
  - D. Determine the services, supplies and equipment necessary to continue its operations; determine the methods, schedules and standards of operation; determine the means, methods, and processes of carrying on the work, including automation thereof or changes therein, and the instruction of new and/or improved methods or changes therein.
  - E. Adopt reasonable rules and regulations.
  - F. Hire all employees; determine their qualifications and conditions of continued employment, dismissal (non-probationary for just cause), or demotion, and promote and transfer all such employees.

- G. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- H. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
- I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- J. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
- K. Determine the policy effecting the selection, testing or training of employees, providing such selection shall be based upon lawful criteria.
- L. Subcontract bargaining unit work per Article 11.

7.3 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Laws of the State of Michigan, and the Laws of the United States.

7.4 The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement without the mutual consent of the parties.

7.5 Pay will be on a bi-weekly basis for hours worked/earned during the prior two (2) weeks and will be paid into a direct deposit or pay card account.

## **ARTICLE 8**

### **Bargaining Unit Members Rights and Protections**

8.1 The private/personal life of the employee is not within the appropriate concern of the Board unless the conduct of the employee adversely affects the employee's relationship with students or the discharge of other school-related duties.

8.2 Non-probationary employees will not be disciplined or discharged without just or reasonable cause. Confirmation of discipline or discharge will be issued in writing stating the reasons for the action. A copy of the written statement will be provided to the Union representative and the employee when time off or discharge is involved.

Due process will be followed in disciplinary actions which may include written warnings or reprimands, suspensions with or without pay, or dismissal. However, any disciplinary action shall be appropriate to the behavior which precipitated said action and, therefore, might begin at any

level. The discipline and discharge of probationary employees shall not be subject to the Grievance Procedure.

- 8.3 The Association agrees that the Employer has just cause to discharge any employee who is convicted of any felony while employed in Grant Public Schools.
- 8.4 An appeal regarding disciplinary action will be submitted to Level Two of the Grievance Procedure according to the timelines set forth in Article 9 of this Agreement.
- 8.5 A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which will lead to disciplinary action by the Board. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union is present, but in no case shall action be suspended for more than twenty-four (24) hours unless by mutual agreement.

At the request of the Union representative or employee, the supervisor or superintendent's representative will meet with the Union representative and the employee prior to the employee being required to leave the facility in the instance of suspension or discharge, unless the employee's offense requires immediate removal from the work site.

- 8.6 An employee shall have the right to schedule with the Superintendent's office a review of the contents of his/her personnel file, excluding initial references, of the Board pertaining to the employee originating after initial employment and to have a representative of the Union accompany the employee in the presence of the Board in such review.

No material of a disciplinary nature will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written comment regarding any material and the same shall be attached to the material in question within 15 Business days. An employee shall sign the material indicating its presence and his/her awareness, if requested. Such signature shall not necessarily mean agreement with the material.

The employer shall notify affected employee(s) in the event that information and/or work records are requested by a third party under FOIA. The employee shall be notified of the request prior to sending the information to the requesting party and the employee shall be given an opportunity to review the documents that are being transmitted before they are transmitted.

- 8.7 Any case of assault upon a bargaining unit member shall be promptly reported to the Board. The Board shall render all reasonable assistance to the bargaining unit member to prevent injury when possible.
- 8.8 The Board shall offer aid and assistance to all employees in the matter of the maintenance of student discipline.

## **ARTICLE 9** **Grievance Procedure**

- 9.1 A grievance shall be defined as a claim by a bargaining unit member of an alleged violation, misapplication or misinterpretation of the expressed terms and conditions of this Agreement.

The discipline and discharge of probationary employees shall not be the basis of any grievance filed under the procedure outlined in this Article.

9.2 The term “days” as used herein shall mean work days.

9.3 Written grievances as required herein shall contain the following:

- A. It shall be signed by the grievant or grievants;
- B. It shall contain a synopsis of the facts giving rise to the alleged violation;
- C. It shall cite the sections or subsections of this Agreement alleged to have been violated;
- D. It shall contain the date of the alleged violation;
- E. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall extend the time limitations hereinafter set forth by five (5) days.

- 9.4
- A. Level One - An employee alleging a violation of the express provisions of this Agreement shall, within ten (10) days of its occurrence or knowledge of its occurrence, orally discuss the grievance with his/her immediate supervisor in an attempt to resolve same. A Union representative may be present during these discussions if requested by the grievant.
  - B. Level Two - If no resolution is reached in level one (1), the grievant, within ten (10) days of the level one (1) meeting may submit a written grievance to the supervisor. Within ten (10) days of receiving the written grievance the supervisor shall render his/her decision in writing, transmitting a copy of the to the grievant(s) and the union representative.
  - C. Level Three - If no resolution is forthcoming that is satisfactory to the parties, the grievant(s) may transmit a written grievance as outlined above to the Superintendent within ten (10) days of receiving the Supervisor’s written disposition from level two. Within ten (10) days of receipt of the written grievance, the Superintendent or his/her designated agent shall conduct a grievance meeting to hear the grievance. Within ten (10) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant(s) and the Union representative.
  - D. Level Four- If no resolution is forthcoming or if no disposition has been made within the period above provided that is satisfactory to the grievant(s), the Union shall have the option of filing a letter of intent to arbitrate with the Superintendent’s office within thirty (30) days of the discussion. The thirty (30) day period will be reduced to fifteen (15) days in cases involving a continuing back pay liability. No individual employee shall have the right to process a grievance to Level Three.

Within fifteen (15) days of receipt of the notice of arbitration, the Union President or his/her designee and the Superintendent or his/her designee may try to mutually agree to an arbitrator. If the parties fail to agree on an arbitrator, the parties shall, within fifteen (15) days of the

receipt of the notice of arbitration, meet and select an arbitrator according to the following procedure:

1. A panel of arbitrators shall be maintained by the parties. Only arbitrators acceptable to both parties shall be placed on the list. Names of new arbitrators to be added to the list may be proposed at any time by either the Union or the Board.
2. Each party shall alternate striking one name from the panel of arbitrators until all arbitrators are eliminated except one. That arbitrator shall be selected for hearing the grievance.
3. The parties will alternate the initiation of the elimination process with each successive grievance.
4. Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.
5. Should either the Board or the Union wish to terminate the use of the preselected panel arrangement for selection of grievance arbitrators, the party wishing to terminate the panel shall give one (1) year's notice to the other party. Prior to formation and/or after termination of the panel selection arrangement, selection shall be through the American Arbitration Association subject to its rules.

#### 9.5 **General Arbitration Provisions**

- A. It is expressly understood that no grievance arising subsequent to the expiration date or any extensions thereof of this Agreement shall be arbitrated absent mutual agreement between the parties.
- B. If a grievance is sustained by the arbitrator, the fees and expenses of the arbitrator shall be paid by the Board. If the grievance is not sustained by the arbitrator, such fees and expenses of the arbitrator should be paid by the Association. If the arbitrator decides in favor of neither party, the parties shall share equally the arbitrator's fees and expenses. Each party shall assume its own cost for representation.
- C. An award in any one case will not require retroactive adjustment in any other instances not in dispute in the case at hand.
- D. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.

#### 9.6 **Restrictions on the Arbitrator's Authority**

The arbitrator shall have no power to:

- A. Rule on an issue previously barred from the scope of the Grievance Procedure.

- B. Add to, subtract from, or otherwise modify the expressed terms and conditions of this Agreement.
  - C. Award compensatory or punitive damages, except as may be appropriate in a make-whole remedy.
  - D. Change any practice, policy, or rule of the Board not in conflict with the terms of this Agreement, nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
  - E. Decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of the Board and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
  - F. Consider more than one grievance at the same time, except upon expressed written mutual consent on the parties.
  - G. Make monetary adjustments where no monetary loss has been caused by the action of the Board.
  - H. Issue a back pay award for any amount in excess of lost hourly pay rates not for a period to exceed twenty (20) days prior to the date the grievance was filed.
  - I. Establish wage schedules or change any wage.
  - J. Rule on an issue involving employee evaluation.
  - K. Interpret law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief (e.g., Wage and Hour, E.E.O., M.E.R.C., etc.)
  - L. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than twenty (20) days prior to the date on which the grievance is filed.
- 9.7 Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a grievant fail to appeal a decision within the limits specified, all further proceedings on a previously instituted grievance shall be barred.
- 9.8 The Union shall have no right to initiate a grievance involving the right of an employee or group of employees without his/her or their expressed approval in writing thereon.
- 9.9 All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee and/or a participating Union representative are to be at their assigned duty stations, except as agreed by the parties. In such instances, employees will suffer no loss of pay.
- 9.10 The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties.

- 9.11 Notwithstanding the expiration of this Agreement, any claim or grievance arising there-under prior to the expiration of this Agreement may be processed through the Grievance Procedure until resolution. Subsequent to the expiration date of this Agreement, grievances are subject to the restrictions detailed in Section 9.5-A.

**ARTICLE 10**  
**School Cancellations/Delays**

- 10.1 In the event school is canceled prior to the start of an employee's work day due to inclement weather or conditions not within the control of the Board, the following procedures will apply:
- A. Custodial and maintenance employees will report to work and will be paid at their regular rate for the day. If road conditions are dangerous, custodial employees may report one (1) hour late with no loss of pay.
  - B. Aides, bus drivers, secretaries, and food service employees shall not be required to report to work.

The first two (2) days of each school year that school is canceled prior to the start of the workday, employees will receive their regular rate of pay for the day(s). If school is canceled more than twice and the Board determines not to make up the days, employees will be paid for the day(s) up to a total of five (5) days per school year. If the Board determines to make up the days, employees will be paid when the day is made up and worked.

- 10.2 In the event school is canceled after the start of an employee's workday, or delayed due to inclement weather or conditions not within the control of the Board, the following procedures will apply:
- A. Custodial, maintenance, and fifty-two (52) week secretarial employees shall remain on the job and will be paid at their regular rate of pay for the day.
  - B. Except as provided above in Section 10.2-A, aides, secretaries, bus drivers and food service employees will be dismissed following any deemed necessary activities by their supervisor.

- 10.3 In the event the start of school is delayed due to inclement weather or conditions not within the control of the Board, the following procedures will apply:
- A. Custodial and secretarial employees will report to work and will be paid at their regular rate for the day. If road conditions are dangerous, custodial and secretarial employees may report one (1) hour late with no loss of pay.
  - B. Aides, bus drivers, and food service employees report time is pushed back an equal amount of the delay and these members will only be paid for time worked on those days.
    - 1. If an Aide's, bus driver's, secretaries', or food service employee's scheduled report time begins before the delay is declared the employee will be paid for time worked and released for the remaining time of the delay without pay. If their services are needed, as determined by supervisor, the employee will be informed to remain at work with pay or if needed called in during the delay period.

2. Vocational Ed. bus drivers and Preschool drivers who loose a run due to the delay will be paid for the lost run.

## **ARTICLE 11**

### **Non-Bargaining Unit Employees/Subcontracting**

- 11.1 Non-bargaining unit employees shall not be permitted to perform bargaining unit work, except in the following types of situations:
  - A. The expediency rising out of an unforeseen circumstance which calls for immediate action.
  - B. In the instruction or training of employees, demonstrating the proper method to accomplish a task assigned.
  - C. Youth Employment and Training Programs, Operation Graduation, GM Jobs Program, or other programs of similar nature if no employee suffers loss of regular pay. Employees on layoff will not have a right to such work.
  - D. Working supervisors.
- 11.2 Nothing contained herein shall preclude the Board, at its sole discretion, from contracting or subcontracting.
- 11.3 The Board retains the right to contract/subcontract.
- 11.4
  - A. There will be no increase in the number of unit members unless determined by the district.
  - B. The current number of positions filled by bargaining unit members in the custodian and bus driver sub group will be maintained for the length of contract, unless a vacancy is created through attrition as described in sub part C, and unless the financial situation of the district described in the following paragraph is realized.

The Board will preserve the Bus Driver and Custodians positions for the existing work force unless it is determined that reductions are needed or the district needs to file a deficit elimination plan and/or a reduction to the pre-pupil allowance takes place, which reduces the amount to that of \$50 below the Per Pupil Foundation Allowance level of 2012-13 school year. (Reductions would begin with third party filled positions first. )

- C. Any vacancy created by attrition or the creation of a new position, the Board reserves the right to exercise its discretion through PERA to fill the positions by a third (3<sup>rd</sup>) party. The Board will also commit to moves within positions of the subgroups after hours are assessed and determined if the move benefits the employee and the district.
  - a. This would also cover any position opened by a sub group member choosing to work for the third party provider.

EXAMPLE: A custodian retires from GPS who filled an 8-hour position. The District determines that there is only need for 7-hours to filled. Current GPS custodians will be able to express interest in the position under 11.4C. If the position is filled from within, which would cause another position to be opened, then the remaining opening would be filled by the third party provider. This process will continue until no GPS Custodial or Bus Driver express interest, with in the contractual window of time, of opens caused by a vacancy or

movement into a vacancy. The final vacancy will be filled by the 3<sup>rd</sup> party provider.

- D. The Board will not guarantee the current hours for the positions but is committed to staffing levels and hours to meet the district's needs in these positions. There is no limitation on sending out RFPs for either of these groups. This provision will be in place until June 30, 2016.
- E. Bus drives and Custodians and extra time
  - a. Field trips will be determined by the current rotational process based on drivers who sign up to express interest in a run. If no GPS employed driver is interested in the run the third party drivers will have an opportunity to take the run.
  - b. Extra time that is beyond the total regularly schedule time will be assigned by the current rotational process. If no GPS employed custodian is interested in the time the third party custodians will have the opportunity to fill the time.

## **ARTICLE 12**

### **Special Conferences**

- 12.1 Special conferences for important matters other than items which are mandatory subjects of negotiations under the Public Employment Relations Act (PERA) may be conducted at the request of either party. Requests for a special conference shall be made in writing by either the Union president or the Superintendent. Written requests shall detail the reason for requesting the conferences. A meeting will be scheduled within ten (10) calendar days of receiving the request.
- 12.2 Union representatives attending special conferences scheduled during the workday will be released with pay.
- 12.3 It is expressly recognized that alleged violations of this Article are not subject to the Grievance Procedure detailed in Article 9. This Article does not constitute a waiver of any right either party may have to bargain mandatory subjects of negotiations under the Public Employment Relations Act.

## **ARTICLE 13**

### **General Provisions**

- 13.1 A. The assignment and work schedule of each employee shall be determined by the Board. It is clearly understood by the parties that the following provisions in no way constitute a guarantee of hours per day, days per week, or weeks per year. By way of illustration, not limitation, the Board reserves the right to increase or reduce hours, days and weeks to set the starting and ending days of the work week and work year, and the starting and ending times of the workday.

The work year for full-time bargaining unit members shall generally be as follows:

- 1. Aides: The work year shall generally coincide with the student attendance year.
- 2. School Year Secretaries: The work year shall generally begin at least two (2) weeks before the reporting date of teachers and end two (2) weeks after the last teacher workday.

3. Food Service: The work year shall generally coincide with the student attendance year.
  4. Bus Drivers: The work year shall generally coincide with the student attendance year.
  5. Custodians: The work year shall generally be fifty-two (52) weeks.
  6. Maintenance: The work year shall generally be fifty-two (52) weeks.
- B. The workday for full-time bargaining unit members shall generally be as follows:
1. Aides: 7 hours (including a ½ hour lunch period)
  2. Secretaries: 8 ½ hours (including a ½ hour lunch period)
  3. Food Service-8 hour employees: 8 ½ hours (including a ½ hour lunch period)
  4. Custodians: 8 ½ hours (including a ½ hour lunch period)
  5. Maintenance: 8 ½ hours (including a ½ hour lunch period)
- C. The workday for bus drivers shall be as per scheduled run. Runs shall be scheduled according to the system set out in Article 15 of this Agreement.
- D. Employees scheduled to work at least five (5) hours per day shall receive a thirty (30) minute unpaid lunch period. This section shall have no application to bus drivers.
- E. 1. A minimum of two (2) hours shall be credited to an employee called in for an emergency situation, even if less time is worked by the employee on the emergency. In such instances, the Board may assign work to fill out the compensated two (2) hour time period.
2. A minimum of one (1) hour's pay at the overtime rate, if applicable, will be given to bargaining unit employees performing weekend building checks, EPS calls, or emergency call-in authorized by the Board.
- F. Employees shall receive one (1) fifteen (15) minute break for each four (4) hours worked. This section shall have no application to bus drivers.

### 13.2 Overtime

#### A. Extra Hours

Extra hours shall be defined as all hours above an employee's regular scheduled hours. All extra hours should be approved by the employee's supervisor prior to the hours worked.

The first opportunity for extra time hours, at the beginning of each school fiscal year, will be offered to the most senior person on the rotation list within the building and classification that the extra time will be worked. Each opportunity, thereafter, for hours will be offered to the next senior person on the rotation list within the specific building where the hours will be worked. Should an employee choose not to accept the extra time hours being offered, they will go to the

bottom of the rotation list. An exception to this would be if any employee, next in rotation, were unable to accept the extra hours due to an authorized absence at the time the extra hours were offered. They would then maintain their position in the rotation for the next offer of extra time hours within their classification and building.

If no one within the specific building and classification accepts the extra hours, then those hours will be offered to employee(s), outside the building, within the classification, by seniority, utilizing the rotation system previously described, until the specific extra hour assignment has been filled.

If no one within the classification accepts the extra hours, the Board then reserves the right to assign those hours to the least senior employee(s) within the classification, moving up the overtime rotation list from least senior to more senior.

- B. The parties agree that an assignment requiring a shift extension immediately preceding or following an employee's shift on their regular assignment shall constitute an acceptable exemption to the rotation system.
- C. Overtime shall be compensated at the rate of time and one-half (1 ½) of the regular hourly pay for all hours worked over forty (40) hours per week, except bus drivers. If drivers are given no responsibilities during down time on field trips, such hours will not be counted toward overtime.

All work on Sundays and holidays (as per Appendix A) shall be compensated at time and one-half (1 ½).

- 13.3 Regular bargaining unit members within the same classification may substitute for absent bargaining unit members at the substitute rate of pay or their own rate of pay, whichever is higher, provided there is no conflict with regularly assigned hours.

#### **ARTICLE 14** **Working Conditions**

- 14.1 Employees will be given adequate and appropriate supplies and equipment, in good repair as determined by the Board, to perform their assigned duties.
- 14.2 The Board shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work area. On a case-by-case basis, the Board will determine what training and other support should be provided to an employee assigned to provide medically-related services to students.
- 14.3 A bargaining unit member shall be generally responsible to only one (1) supervisor, said supervisor to be designated by the Board. If there is a conflict in directives from more than one supervisor, employees shall follow the directives of the higher level supervisor.

**ARTICLE 15**  
**Conditions of Employment**

15.1 TRANSPORTATION

A. Runs

1. The Board shall maintain whatever bus run system it deems necessary to provide efficient and cost effective operations. Should the Board elect to change the routing system (e.g., change to double runs) or elect to convert from the present system, the Board will notify the Union in writing thirty (30) days in advance of any proposed change. All appropriate contract language shall govern this change. A new wage rate will be subject to negotiations at the request of the Union. In the event agreement is not reached by the conversion date, drivers will not be paid less than one (1) hour's pay at the Regular Hourly Run Rate plus fifteen (15) minutes per run for pre-trip and fueling.
2. All transportation of students on buses as customarily and currently performed shall be considered bargaining unit work. For illustration purposes, commercial buses may be used for long trips and teachers may drive students in vans or cars. Should an extracurricular activity lose district funding, parents and boosters will not be bound by this section.
3. Runs shall be constructed at least seven (7) workdays prior to the school year. The Board shall hold a run selection meeting at least five (5) work days prior to the beginning of the school year. Drivers shall be informed of the specific date of the run selection meeting prior to June 1 of each year. It is the responsibility of every driver to inform the supervisor in writing of any change of name, address, telephone number, or any other information that would affect his/her job responsibilities. Those drivers who are unavailable to attend the run selection meeting shall be able to select runs by written proxy to another driver.
4. At the run selection meeting, all known runs shall be posted.
5. In constructing runs, Kindergarten (a.m., p.m., and noon runs), Vocational, Special Education, and Christian School runs shall not be tie-barred together, but shall be posted as separate runs. If MECEP is transported separately, it shall be treated in the same manner.
6. All regular and special runs shall be paid in one-tenth (1/10) hour increments, portal to portal. -Runs shall be posted at the run selection meeting with projected driving times. Should a question arise regarding the time of a run, the transportation supervisor shall formally time the run and then make any necessary adjustment in pay.
7. At the run selection meeting, all known and available runs will be posted along with a map of the run and the number of the bus.
8. Drivers shall select all of the runs they wish to drive that fits into their driving schedule, up to a total of forty (40) hours, in the selection order that is consistent with their seniority. Extra trips combined with regular runs may not total over forty (40) hours in a week. At the superintendent's discretion, this forty (40) hour limitation may be waived.

9. If a driver or supervisor believes that a driving time needs to be changed, a corrective retiming will occur from parking space to parking space. If possible, such retiming shall take place within five (5) working days of the request with notice to the driver.
10. Should any new runs become available during the school year, they shall be posted in accordance with the posting procedure in Article 17 and awarded to the most senior applicant.
11. If a run is eliminated, the driver holding that run may elect to bump into a run during the same driving period held by a less senior driver.
12. The District shall post, on the Transportation Building bulletin board, the following:
  - 1) Seniority List;
  - 2) Continuing Field Trip Rotation List;
  - 3) Regular Driver Subbing Rotation List; and
  - 4) Regular run times assigned by bus and any changes to the runs.
 The lists shall be updated with all changes as they occur.
13. When daily runs are posted during the posting period, drivers will be offered runs from among all those available on a seniority basis, according to rotation. When several of the same runs (e.g. Kindergarten runs) are available, the most senior driver shall be assigned the highest paid route.

**B. Preparation of Buses/Down Time**

1. Drivers are responsible for performing the safety checklist and adhering to all Driver Rules and Responsibilities. They are responsible for fueling and sweeping the interior of the buses to which they are regularly assigned, for which a fifteen (15) minute allowance shall be provided for each single run assigned, at the driver's regular hourly rate. Additionally, drivers who are assigned a field trip shall have fifteen (15) minutes added to the accumulated time of the trip for the responsibilities cited above.
2. Drivers shall be paid field trip rate for all field trip drive time. Drivers shall be paid for all on-duty non-driving time at \$9.00 per hour. On trips lasting overnight, drivers shall be paid for all driving time and for all on-duty time at the field trip rate. For overnight trips, on-duty time shall be defined as all non-driving time less eight (8) hours sleeping time
3. All field trips and special trips shall be compensated at the field trip rate per Appendix B.
4. Compensation for waiting at the elementary schools shall be limited to 10 minutes.

**C. Field Trips**

1. All field trips shall be posted in advance of the trip, along with the projected length of the trip and assigned no sooner than forty-eight (48) hours before the run. Field trips shall be awarded to interested drivers who bid on the trip starting with the most senior driver with the longest non-trip interval, but not in violation of Section A.8. of this Article.
2. Field trips leaving during regular driving time shall be available to drivers who have regularly scheduled runs. If a field trip is scheduled during a driver's regular run, he/she shall be paid the regular run rate for the field trip time that coincides with the regular run

time (first regular run only) and paid the field trip rate for all remaining time of the field trip.

3. Drivers who sign up and fail to take a field trip shall take a pass on the rotation system. Unless the trip the driver signed up for is cancelled as below.
4. When a field trip is canceled within an hour from the time the trip is scheduled, the driver shall be paid for one (1) hour at the field trip rate or the applicable rate under 15.1 C.2. and will be reinstated in the trip rotation since no extra trip was run. If the trip was scheduled to leave during a regular run and the driver is present, he/she drives the regular run. If a sub drives the regular run, the driver gets paid the regular run time and rate.
5. Field trip drivers may leave the field trip site for meal breaks as per contract, but at all other times should remain accessible at the trip site to students, trip sponsor, and chaperones unless other arrangements have been made prior to the trip, or with the supervisor, or in an emergency situation.

#### D. Substitutes/Temporary Run Vacancies

1. If there is a temporary vacancy in the driving schedule due to the illness or absence of another driver, such temporary run shall be offered to drivers, on the basis of seniority, who have room in their regular driving schedule to accommodate the run, but not in violation of Section A.8. of this Article. Drivers need not be able to drive the entire schedule to be awarded the run. If no such driver(s) is available, it shall be offered to substitute drivers.
2. In no event shall runs or field trips be assigned to a non-regular driver when bargaining unit members are available.

#### E. Licensing/Training

1. The Board shall reimburse all regular drivers who have fulfilled their probationary period for the cost of their CDL less the cost of an operator's license. Required physical, if not covered by insurance, shall be reimbursed at whatever rate the Board-appointed physician charges. If covered by insurance, deductibles or co-pays (if applicable) will be reimbursed. Drivers may elect their own physician. This does not apply to drug testing.
2. Drivers will be paid at the field trip rate for attending all required meetings and any training as required by the State of Michigan.

#### F. Lodging Reimbursement

1. In the event an overnight stay is required, the Board will make the necessary arrangements and pay for lodging.

#### G. Additional Work

1. Whenever possible, additional trips for parts and other such "errands" shall be posted and awarded on the same basis as field trips above, and shall be compensated at the field trip rate.

2. Last minute/Emergency bus runs: The district shall be able to assign emergency and last minute unexpected runs to available volunteers. These runs shall be defined as runs that are not regularly scheduled and were not planned or scheduled but become necessary during any work day because of a change in the weather or some other unexpected and unplanned emergency type of situation. These runs shall be:
  - a.) Compensated according to the type of trip it is, i.e., field trip runs shall be paid at the hourly field trip rate; regular trip runs shall be paid at the hourly regular run rate. The two-hour minimum trip requirement does not apply here. Pay shall be for all time worked.
  - b.) These emergency, last minute, runs shall be distributed if possible among the available drivers who volunteer. This shall not require the delay of a trip beyond the time that a driver should begin the run.
  - c.) The driver who accepts a run of this nature will maintain his/her regular extra trip rotation spot (does not disrupt extra trip rotation) if at the time of departure, the trip is planned and scheduled to be less than two hours. Any trip that is over two hours at the time of assignment will result in the loss of the driver's extra trip rotation placement and the driver will be moved to the bottom of the rotation list. (However, this shall not require a driver to forfeit any extra trip already scheduled at the time of the emergency run.)
  - d.) Posting of these emergency or last minute runs shall not be required.
3. Drivers shall be paid at the field trip rate for all time spent constructing route maps or student lists.

## 15.2 FOOD SERVICE

- A. Food Service Employees who are responsible for transporting food in school vans shall be compensated beginning with the time the van is picked up by the employee at the van storage area and for all time spent fueling and driving the van, including time spent returning the van to the storage site.
- B. Work for Outside Groups - Kitchen work generated by non-employer groups who use school facilities shall be handled in accordance with the posting and overtime provisions of this Agreement.

## 15.3 CUSTODIANS

Generally, custodians shall work first shift hours during the summer and holiday break period. The Board reserves the right to change shift hours as per Article 13, Section A. Night time custodians will clean per team schedule as determined by the District in consultation with custodians. The Board has the discretion to appoint one Lead Custodian in the evenings who will receive a .30 cents per hour premium. There will be no day time lead custodian or premium during the day shift.

15.4 MAINTENANCE

Generally, maintenance shall work first shift hours during the summer and holiday break period. The Board reserves the right to change shift hours as per Article 13, Section A.

15.5 MISCELLANEOUS

- A. Any employee working in more than one classification or holding two (2) part-time positions within one classification shall receive benefits as though all work was performed in one classification.
- B. All Para pros must be HQ certified, or complete HQ certification by the end of their first year. To fill a Title 1 Para pro position the member must meet the HQ requirements at the beginning of the assignment. Para's hired to fill general funded positions or At-Risk positions that do not meet the HQ requirements, must fulfill the requirements by June 30 of their first year. Failure to fulfill the certification requirements will be cause for separation from the district.
  - 1. The MDE approved assessment (Work Keys) scores to be considered HQ are as follows: Reading (4), MATH (4) and Writing (3).
  - 2. Per the districts understanding that the assessment process to be considered HQ is a one time requirement. It is agreed that if the state were to define a change to this process that those requirements would overrule this subsection and be followed by the district and GESPA.
  - 3. The time and cost of the testing/certification requirements in place as of July 1, 2013 are the responsibility of the GESPA member.
  - 4. If there are changes to the criteria to be considered Highly Qualified the parties agree to discuss and negotiate the responsibilities of cost and time for active staff members to meet the requirements.

15.6 IN SERVICE/TRAINING

There will be no professional development days, unless required by the Board.

**ARTICLE 16**

**Seniority**

- 16.1 A newly hired employee shall be on a probationary status for the first ninety (90) calendar days of employment, taken from and including the first day of employment.
- 16.2 A. Seniority shall be defined as the length of an employee's continuous service within his/her respective classification from his/her date of hire into that classification until such time as he/she moves out of that classification, at which time his/her seniority will be frozen in the previous classification. Date of hire is defined as the first paid day of work in the classification. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire. Seniority shall not transfer from one classification to another.
- B. Probationary employees shall not be entitled to insurance benefits, vacations, or holidays. However, upon completion of the probationary period, the employee will be credited with the vacation days that he/she would have earned, if applicable. In the event a probationary employee is absent, the probationary period shall be extended accordingly.

- C. An employee will lose his/her seniority for the following reasons:
1. The employee resigns or retires.
  2. The employee is discharged for cause, and such discharge is not reversed through the grievance procedure.
  3. The employee is laid off for one (1) year or the length of his/her seniority, whichever is greater, but not to exceed two (2) years.
  4. The employee fails to return from leave on the agreed upon date. In proper cases, exceptions shall be made, when mutually agreed upon by the Union and the Board.
  5. The employee is absent for three (3) consecutive work days without notifying the Board. Upon return the employee will provide credible reasons to the board for his/her failure to contact the district during this absence. After such absence, the Board shall send written notification to the employee at his/her last known address that the employee has lost seniority and employment has been terminated.
  6. The employee does not return to work when recalled from layoff as set forth in the recall procedure.
- D. Seniority shall be retained, but not accumulated, for an employee on layoff for one (1) year or the length of his/her seniority, whichever is greater, but not to exceed two (2) years. Seniority shall continue to accumulate for an employee on any approved paid leave of absence pursuant to this Agreement or any unpaid work-related disability leave.
- E. A seniority list shall be furnished to the Union on or about September 30th of each year. If the Union does not challenge the list within thirty (30) days of its publication, it shall be deemed as controlling in all matters relative to seniority until the list is published the following year. Such list shall contain each employee's name and date of hire for each classification.
- F. In the event more than one (1) employee has the same length of service in a seniority classification, seniority ranking shall be first determined by total years of service in the district. If a tie still exists, employees shall be ranked in order of the highest four digit numbers taken from the last four (4) digits of each employee's Social Security number.
- G. Seniority shall accrue and shall be applied within the following classifications:
1. Food Service
  2. Secretary
  3. Aide
  4. Custodian
  5. Bus Driver (including Community Ed. drivers)
  6. Maintenance
- H. Any supervisor who later comes into the bargaining unit shall retain his/her date of hire with the District as a seniority date. (see Letter of Agreement attached modifying this language)

**ARTICLE 17**  
**Vacancies, Transfers, and Promotions**

- 17.1 A vacancy shall be defined as a newly created position or a present position that is not filled which the Board does intend to fill.
- 17.2 Notice of all vacancies in the bargaining unit shall be posted internally in each work location for at least five (5) working days. The most qualified applicant will be selected by the Board; however, when in the determination of the Board the qualifications of both internal and external applicants are equal, the internal applicant with the most seniority will be granted the position.
- 17.3 A newly promoted or transferred employee shall serve a probationary period of sixty (60) calendar days in the open position. Whenever an employee is promoted or is reclassified upward, he/she shall be placed on the first step that is closest to his/her previous rate of pay without a loss of pay per hour. During the time period that the employee is serving the probationary period, the Board shall provide the employee with periodic evaluations as to the employee's work performance. During the probationary period, the employee shall return to his/her former position at the request of the Board or the employee. This shall not affect the employee's seniority date. Any individual granted a position under this Article or electing to return to his/her former position under this Article or electing to return to his/her former position under the terms of this section shall be prohibited from applying for another position for a period of twelve (12) months from the effective date of assignment in the posted position.
- 17.4 The Board shall have the right to hire a temporary employee during the time that an employee who is covered by this Agreement is not on the job due to a paid or unpaid leave not subject to the provisions of Article IV. The Board shall also have the right to hire temporary employees to temporarily supplement the work force.
- 17.5 The parties agree that involuntary transfer of employees shall not be capricious and shall be minimized to the extent the Board deems necessary.
- 17.6 All after school and summer school program bus driver (including field trips and extra runs), food service, secretarial, and custodial positions shall be posted and filled per the contract as they become vacant.

**ARTICLE 18**  
**Layoff and Recall**

- 18.1 A layoff shall be defined as a necessary reduction in the work force as determined by the Board.
- 18.2 No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee has been notified in writing at least fifteen (15) working days prior to the effective date of layoff. Such notice will not apply when layoff is necessitated by work stoppages or Acts of God.
- 18.3 The reduction procedure shall be individually applied within each classification as follows:
- A. Probationary employees shall be laid off first, provided there are more seniored employees who possess the qualifications to perform the job.

- B. In the event senior employees must be laid off, layoff shall be determined by the following order:
1. The least senior within the classification being reduced, provided there are more senior employees remaining within the classification who possess the qualifications to perform the duties of the position(s) available.
  2. In the event an employee is reduced from a position and no position is available to the employee within the classifications in which the reduced employee has acquired seniority, the reduced employee shall have the opportunity to make application to any posted vacancies within the unit. Should the employee be given one of the posted positions, he/she shall retain the right to his/her job classification should a position become available for which he/she is qualified.
  3. An employee reduced from a position in his/her present classification shall be retained at his/her request in a position in another classification in which he/she has previously accumulated seniority, provided there is a less senior employee in that classification and the reduced employee possesses the qualifications to perform the job.
- 18.4 Employees on layoff who are qualified shall be considered before the hiring of new employees outside the district for a vacant position in another unit classification.
- 18.5 When there is a vacancy, employees shall be recalled in order of greatest seniority within the classification from which they were reduced, provided the employee possesses the qualifications to perform the duties of the position to which he/she is being recalled to. In the event a tie exists, the employee with the greatest total years of service in the district shall be recalled first. In the event a tie exists, it shall be broken by the last four (4) digits of the employee's Social Security number, with the employee with the highest number having the most seniority.
- 18.6 Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records (which shall be conclusive in any disputes). A recalled employee shall notify the Board within two (2) days after the letter is registered as arriving as to the employee's acceptance or rejection and must report to work within three (3) days after such notification, exceptions may be made by the Superintendent. The Board may fill the position on a temporary basis until the recalled employee is to report back for work.
- 18.7 An employee offered his/her former position who declines recall shall forfeit his/her seniority rights.
- 18.8 Employees shall remain on the recall list for a period of one (1) year or the length of his/her seniority, whichever is greater, but not to exceed two (2) years.
- 18.9 Probationary employees have no recall rights.
- 18.10 Employees who have their hours reduced by one (1) hour or more shall have the right to bump the least senior employee within his/her classification occupying a position that the senior employee can properly perform and who is scheduled as many hours per week/annually. If the employee being reduced has no one to bump, then the least senior employee with the nearest number of hours in his/her classification may be bumped. It is understood by the parties that this language does not

create a domino effect. Only one (1) bump will occur. The bumped employee may take the position of the employee whose hours are reduced if that employee can properly perform the work.

- 18.11 Any school year bargaining unit employee who collects unemployment compensation during the summer months (MESCS's "summer denial period") and who is recalled before the start of his/her normal work year to a position with the same or more hours of work, shall be obligated to reimburse the District the amount of unemployment compensation collected during the summer months. The District is authorized to obtain repayment through a payroll deduction of the appropriate amount in equal payments over the entire year.

## **ARTICLE 19** **Compensation**

- 19.1 A. The 2013-14, 2014-15 and 2015-16 wage schedule is reflected in Appendix B.
- B. MS Head Cook receives an additional \$1.00 per hour  
Special Ed Aides receive an additional \$0.45 per hour
- C. Longevity Pay will be \$100/semester at fifteen (15) years of service for all classifications. (mid-January and June each year)

Employees qualify for the two longevity payments of that year if they have completed fifteen (15) years of service prior to that end of the first semester of that year. Employees who complete fifteen (15) years of service after the end of the first semester of that year will receive their longevity payment the following year.

- 19.2 Summer school and after-school program work shall be considered extra work and paid according to the terms of the funding grant or the rate established by the district. The rate of pay for the positions shall be referenced in the posting of the positions.

In the event that the district funds these two programs from district revenues without the primary support of a funding grant from an outside source the parties will meet to negotiate a pay rate for the positions.

## **ARTICLE 20** **Insurance Benefits**

- 20.1 Employees within the following designated classifications will receive Board paid premium contributions toward insurance plans if regularly scheduled to work the hours specified below. The Board shall provide to each eligible employee and his/her eligible dependent(s) the insurance plans for a full twelve months as follows.

A. Eligible Classifications:

1. For members to be eligible for healthcare coverage greater than what is mandated by PPACA the following must be met:
  - a. Custodial and Maintenance (40 hours per week)
  - b. Secretaries (40 hours per week)

- c. Food Service Employees (40 hours per week)
  - d. Bus Drivers (for 2013-14) 35 hours per week based on previous years hour totaling 1440 and the for 2014-15 and beyond will be 40 hours per week based on previous years hour totaling 1440 qualifying hours are based on Article 13.1.A.5. Time from after-school programs, summer school, community education, and alternative education do not qualify and will not be counted.)
  - e. Aides (32.5 hours per week)
  - f. New hires after July 1, 2012 are not eligible for insurance unless they are regularly scheduled to work 8 hours per day.
2. For those who are to be provided healthcare under PPACA the following is an example of a current plan that meets the requirements: MESSA ABC H.S.A option three .

B. Insurance Benefits for members who are entitled too more than PPACA.

1. Effective July 1, 2013 or date of ratification, which ever is later, the Board shall establish the “Grant Public Schools Premium Cap” for healthcare coverage (medical and non-medical) equal to the following monthly equivalent:
- a. Single: \$500, which would equal \$6,000 annually.
  - b. Two person: \$1,062.50, which would equal \$12,750 annually
  - c. Full family at \$1,325, which would equal \$15,900 annually.
  - d. “Eligible employee premium contributions shall be calculated as follows:
    - i. First year 2013-14 members monthly contribution will be
      - 1. Single = \$103.50
      - 2. Two person = \$231.67
      - 3. Full family = \$257.67
    - ii. The 2014-15 and 2015-16 contract year “smoothing “amounts for a total employee contribution will be calculated based on census information and new rates. The calculations will be based on the difference between the previous year’s census/rate and the new census/rate information in the late spring each year. This calculation will be determined by the GESPA. July 1 will be the date of implementation.
- A. The medical coverage package will be selected by the GESPA and comparable to current MESSA Choices II.
  - B. The non-medical coverage package will be determined/selected by agreement between the GESPA and Board.
  - C. The dental plan will be a (80-80-80- with an annual \$1500 maximum; class IV 80% with a \$2,700 lifetime maximum – 2 cleanings/yr) and comparable to current Delta Dental.
  - D. Vision coverage will be comparable to current VSP Gold.
  - E. A Life Insurance policy equal to \$30,000 AD&D
  - F. A LTD plan will be provided, 66 2/3 %, monthly maximum \$5,000, 90 calendar day waiting period, Alcohol/Drug/Mental/Nervous same as any other illness, Social Security Offset (family), with COLA and comparable to current MESSA LTD plan.

2. The district will cover 90% of the premium cost for those members who select PAK-B from ratification through December 31, 2013. This amount will become the “Grant Public Schools PAK-B Cap” non-medical.

D. In the event that the District reduces an employee's hours below the required amount to receive benefits, the Board will continue to pay the districts portion of the benefits costs for sixty (60) calendar days beyond the time of the reduction in hours during the 2013-14 and the 2014-15 school years. For the 2015-16 school years, the district will cover its portion for (30) days beyond the time of the reduction in hours. Beginning with the conclusion of this contract ending June 30, 2016 the Employer will only be obligated to pay the benefit in this situation to the end of the month the work hour reduction occurs.

20.2 A. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such, any claims disputes are, therefore, not subject to the Grievance Procedure.

B. Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters.

C. The Board’s sole responsibility under this Article is to pay its share of the insurance premiums on behalf of eligible employees and their eligible dependents at the rates paid during the 2012-13 school year for single, two-person and full family. The Board is authorized to make necessary deductions from the payroll of eligible employees for their contribution toward the cost of the healthcare package. Subject to IRS guidelines, the Board will offer a Flex 125 Plan so employees’ medical insurance premium contributions can be made on a pre-tax basis.

D. Eligible dependent shall be defined by the insurance carrier.

E. Probationary employees shall not be eligible for insurance benefits until completion of the probationary period or required by law.

20.3 The Board will continue to pay insurance premiums for employees in school year positions during the summer months and for break periods during the school year.

20.4 Part time employees may purchase health insurance benefits, provided for full time employees in this agreement at group rates through payroll deduction according to the rules and regulations of the underwriter.

## **ARTICLE 21**

### **Paid Leaves**

21.1 A. At the beginning of each work year, each bargaining unit member with seniority shall be credited sick leave as follows:

12 month employees	11 days
11 month employees	10 days
School year employees	9 days

If an employee is scheduled to work two (2) or more weeks of any month, that month shall be considered a work month for sick leave allocation purposes.

- B. Sick leave accumulation will be prorated for unpaid leaves lasting over one (1) calendar month.
- C. Upon reaching maximum accumulation, no further current year allowance will be credited.

21.2 Sick leave shall accumulate, if unused, to a maximum of

12 month employees	120 days
11 month employees	110 days
School year employees	100 days

21.3 The Board shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member.

For the purpose of computation of sick leave for bus drivers, the following shall govern:

1. Previous accumulated sick leave run credits shall be maintained from individual driver sick leave accounts and carried forward.
2. Drivers shall be credited with one (1) sick leave run credit per run driven for each of ten (10) months. Once credited, as outlined above, the sick leave credit shall be added to the individual driver's sick leave account in total on the first driver work day.
3. All run credits, whether previously accumulated or newly generated, shall be lumped together as a run credit, regardless of whether they were Kindergarten, Vocational or regular run credits. These runs shall all be accessible for use regardless of the kind of run(s) that generated the credit.
4. In the case of probationary drivers, and until such time as "probationary" has been defined, or one (1) school year, whichever is sooner, sick leave shall be accrued on a monthly basis for ten (10) months. Once earned, sick leave may be accessed by the probationer as with any other driver.
5. Driver run credit shall be considered as the portal to portal driving time for the run, plus time for pre and post check i.e., drivers shall receive a sick leave pay credit that is equal to their regular run/daily pay rate).

21.4 A day is defined as the length of the employee's regularly scheduled workday. When an employee's hours are increased or decreased, the accumulation will be prorated.

21.5 A. It is the responsibility of each employee to report to his/her supervisor or designee unavailability for work prior to his/her normal starting time. Each employee shall, at the time of reporting absence, state the reason for absence, where the employee may be reached in case of emergency, and the anticipated length of absence.

B. An employee utilizing sick leave days shall be considered continuously employed for purposes of computing benefits under this Agreement.

C. Insurance benefits shall cease to be paid for eligible employees upon exhaustion of the employee's sick leave accumulation and any eligible insurance benefits under

the Family and Medical Leave Act. During all periods of unpaid absence, the employee will assume responsibility for premium payments, if he/she elects to continue those benefits.

- 21.6 Accumulated sick leave days may be utilized for the following reasons:
- A. Illness of the employee.
  - B. Family illness. The employee may take up to six (6) days for illness in the immediate family. This includes spouse, children, or one for whom he/she is responsible in extreme or emergency cases where that employee's presence is necessary. Additional days may be granted upon approval of the superintendent. Days used shall be deducted from accumulated sick leave.
- 21.7 Personal Business Leave. Two (2) days may be authorized for personal business. These days shall be with full pay and do not accumulate. Such leave may be granted upon application submitted in writing to the Superintendent seventy-two (72) hours in advance. Personal business leave shall be used, only in situations of urgency, for purposes of conducting business, which is difficult to transact on the weekend or before or after working hours. Such leave shall not be used for seeking other employment. Such leaves shall not be granted for hunting, fishing, shopping, or other recreational activities. Personal business days shall not be used the day before or the day after a holiday or vacation, except at the discretion of the superintendent.
- 21.8 Workers' Compensation. An employee receiving Workers' Compensation pay and electing to receive supplemental pay will provide check receipts to the Board within ten (10) days of receiving checks. The Board will pay the difference between Workers' Compensation payments and the employee's regular expendable income for a period not to exceed the number of prorated days of his/her accumulation. An employee whose Workers' Compensation extends beyond the sick leave accumulation shall be placed on an unpaid leave. Statements from medical professionals may be required as per Section 22.1 of this Agreement. Reinstatement rights will be provided as per Section 22.8 of this Agreement.
- 21.9 Jury Duty. Employees required to report for jury duty during working hours shall be released with pay provided they turn over to the Board any earnings (excluding mileage) received for jury duty.
- 21.10 Any employee who misrepresents the facts pertaining to paid absence will minimally forfeit the sick leave paid and may be subject to other forms of discipline.
- 21.11 Employees may be required to supply a doctor's verification to verify the reason for an absence.
- 21.12 The Board agrees to follow the provisions of the Family and Medical Leave Act of 1993 (FMLA).

As prescribed and required by the FMLA, the Board will provide insurance benefits as per Article 20 of this Agreement. If an employee does not return to work after the leave, payment for fringe benefits shall be deducted from any severance pay that the employee is entitled to. Before allowing any leaves for medical purposes under the FMLA, the Board may require the employee to obtain a second and/or third medical opinion or provide any necessary documentation of the need for such a leave from the Board-appointed physician.

Any second or third opinion will be paid for by the Board, if not covered by insurance. Any paid sick leave days provided for in this Agreement shall count toward the twelve (12) week period provided for in the FMLA. Any paid sick leave provided for under this Agreement must be exhausted before the employee is eligible for an unpaid leave (to a combined maximum of twelve (12) weeks as per the FMLA). Any alleged Board violations of the FMLA shall be dealt with under the procedures set up in the FMLA and not subject to the Grievance Procedure contained herein.

- 21.13 Bereavement Leave. The bargaining unit member shall be granted a maximum of three (3) days paid leave per death for immediate family members, which shall not be deductible from sick leave. Up to two (2) additional paid bereavement days deductible from sick leave may be taken for a death in the immediate family. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, brother-in-law, sister-in-law, children, grandchildren, son-in-law, daughter-in-law, parent-in-law, and grandparents. Unused funeral/bereavement leave shall not be cumulative.

The bargaining unit member shall be granted one day bereavement per death, not to exceed three (3) to attend the funeral of someone not in the immediate family, days used shall be deducted from sick leave.

- 21.14 Employees hired after July 1, 2012, will receive, after new employees complete their probationary period, 7 paid time off (PTO) days to use during the first year of employment and, thereafter, 7 paid time off days on their anniversary hire date. The PTO days are in lieu of any paid sick days or personal business leave days.

## **ARTICLE 22** **Unpaid Leaves**

- 22.1 Medical Leave. An employee who has exhausted his/her sick leave because of illness, disability (including maternity) or accident, and is physically unable to report to work shall be granted a leave of absence without pay for the duration of the illness or disability up to six (6) months, provided the employee notifies the Board of the necessity thereof, and provided further that the employee supplies the Board with a statement from his/her physician or medical professional of the necessity and length of time for such absence and for the continuation of such absence, including return to work when the same is requested by the Board. The Board reserves the right to require a second opinion at a Board-appointed physician or medical professional. If the employee is uncomfortable with whom the Board appoints, the Board will provide two (2) more names from whom the employee may choose. Extensions may be granted at the discretion of the Board. To be considered for an extension, the same provisions specified above must be met.
- 22.2 Personal Leave. Upon approval of the Board, an employee may be granted a personal leave for up to six (6) months. Upon return, the employee shall be returned to the same position prior to the leave. It is understood that such granting of this leave is discretionary with the Board and is not subject to the Grievance Procedure.
- 22.3 Military Service Leave. Military unpaid leaves of absence shall be granted in accordance with applicable laws. The reinstatement rights of any employee who enters the military service of the United States by reason of an act of law enacted by Congress, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provision of the law granting such rights. Service in the military reserve or National Guard shall qualify for military leave.

- 22.4 Any employee interested in applying for an unpaid leave of absence (as described in 22.1, 22.2, and 22.3) must submit a written application to the Superintendent, which includes the requested beginning and ending dates of the leave and the purpose for requesting the leave.
- 22.5 Unpaid leaves shall be without Board-paid benefits, except as those provided for in the Family and Medical Leave Act.
- 22.6 Seniority shall not accrue during unpaid leaves of absence for more than thirty (30) days.
- 22.7 At least fifteen (15) calendar days prior to the date a leave is scheduled to expire, the employee shall notify the Superintendent of his/her intent to return to work. Failure by the employee to give notice of return shall be deemed a resignation. Return shall be subject to the operation of the Reduction of Personnel procedures of this Agreement.
- 22.8 During an authorized leave of absence, the Board reserves the right to fill the position of the absent regular employee with a substitute. Upon expiration of the leave, the employee will be returned to his/her former position.
- 22.9 Any employee who willfully misrepresents the facts pertaining to an absence for the purpose of qualifying for benefits under any unpaid leave provisions of this Article shall forfeit all benefits or rights he/she may have accrued under the provisions of this Article. If such offense is repeated, it will constitute grounds for discipline up to and including dismissal.

**ARTICLE 23**  
**Vacations**

- 23.1 A. Upon completion of one (1) complete fiscal year of service (July 1-June 30), all fifty-two (52) week employees will receive five (5) full working days of vacation with pay.
- B. If an employee is hired during the fiscal year, vacation days will be prorated as provided in the contract, up to five (5) days for the first partial fiscal year.

Thereafter, vacation days are accrued as follows:

Hired before July 1, 2012

(Fiscal year = July 1 – June 30)

First full fiscal year of employment = One week (5 days)

Second full fiscal year of employment = Two weeks (10 days)

Tenth full fiscal year of employment = Three weeks (15 days)

Fifteenth full fiscal year = Four weeks (20 days)

Hired after July 1, 2012

(Fiscal year = July 1 – June 30)

Second full fiscal year of employment = One week (5 days)

Fourth full fiscal year of employment = two week (10 days)

Tenth full fiscal year of employment = Three weeks (15 days)

- 23.2 A. A maximum of two (2) weeks vacation may be taken during the school year.

- B. Vacation requests shall be submitted to supervision prior to the ending of school in June or twenty (20) days prior to the period of time requested. The supervisor shall notify the employee of the disposition of the request within two (2) weeks of the request. Denial of vacation requests shall not be arbitrary or capricious.
- C. Supervision shall have the authority to grant or deny the period of time requested. No vacations shall be authorized during the two (2) weeks prior to the start of school in the fall.
- D. No vacation pay will be allowed unless the vacation is taken. If the denial of vacation, accumulated July 1 through June 30 of any year, results in a potential loss of vacation, the employee may carry up to five (5) days forward into the next vacation year to be used by October 1 of that next year.

**ARTICLE 24**  
**Paid Holidays**

24.1 **General Provisions**

- A. For purposes of this Article, the term “day” shall be defined as the number of hours the employee is regularly scheduled to work per day.
- B. An employee must work the entire last regularly scheduled workday preceding and following the holiday in order to receive holiday pay.
- C. Probationary employees shall not be eligible for paid holidays.
- D. In the event a holiday falls during an approved vacation, the employee will receive holiday pay.
- E. An employee on sick leave may be required to provide medical verification of illness.

24.2 Employees will receive paid holidays in accordance with the appropriate schedule detailed in Appendix A.

**ARTICLE 25**  
**Evaluation**

- 25.1 Each employee shall be apprised of evaluation criteria derived from contractual job descriptions at the time of his/her employment.
- 25.2 Each employee shall be formally evaluated by his/her immediate supervisor no less than once every two (2) years.
- 25.3 A copy of the written evaluation shall be given to the employee during a conference within ten (10) days of the evaluation. If deficiencies are observed, they shall be specifically noted along with recommendations for improvement.

- 25.4 The employee's signature does not necessarily mean that he/she agrees with the evaluation. The employee may submit additional comments to the evaluation, which shall be attached.
- 25.5 For each classification, an evaluation instrument will be developed by the Board after consultation with the Union.

**ARTICLE 26**  
**No Strike Clause**

- 26.1 The Union and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.
- 26.2 The Board agrees it will not lock out employees during the term of this Agreement. This provision shall not be construed to prohibit the Board from sending employees home during a strike by another labor group or by the Union and/or certain of its members in violation of Section 26.1.

**ARTICLE 27**  
**Waiver**

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

**ARTICLE 28**  
**Job Descriptions**

For each classification, job descriptions will be developed by the Board after listening to the perspective of the union. The descriptions shall be distributed to all new bargaining unit members. At the time of hire, current employees will be provided copies of changed or modified job descriptions for their position(s) as they become available

**ARTICLE 29**

**Duration**

All articles of this Agreement shall be effective upon ratification by the Board and shall remain in effect until June 30, 2016.

In Witness Whereof, the parties have executed this Agreement.

BY \_\_\_\_\_  
For the Grant Board of Education

BY \_\_\_\_\_  
For the Grant Educational Support  
Personnel Association, MEA-NEA

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**APPENDIX A**  
**Paid Holidays**

	Bus Drivers	Aides	Secretaries (12 month)	Secretaries (School Year)	Cafeteria	Custodial
July 4			X			X
Labor Day	X	X	X	X	X	X
Thanksgiving Day	X	X	X	X	X	X
Day after Thanksgiving			X	X		X
Day before or after Christmas			X	X		X
Christmas Day	X	X	X	X	X	X
New Years Eve Day	X	X	X		X	X
New Years Day	X@	X@	X	X	X@	X
*Good Friday			X	X@		X
Memorial Day	X	X	X	X	X	X

\*In the event Good Friday is a scheduled day of student instruction, employees designated above to receive holiday pay will report for work and shall not receive holiday pay.

Community Ed Secretaries

The holidays with @ next to the designation (X) will remain paid holidays as long as the student report day count is below 178.

**APPENDIX B**  
**Wage Schedule for 2013-2014**

<b>Custodial and Maintenance</b>	STEP	
	1	8.73
	2	9.18
	3	10.13
	4	11.15
	5	11.46
	6	11.73
	7	12.22
	8	13.03
	9	13.28
	10	13.68

One evening lead custodian will be paid an additional \$0.30 per hour.

Maintenance will receive \$0.30 more an hour. This is for pay only not work responsibilities.

<b>Secretarial</b>	1	7.81
	2	8.36
	3	9.37
	4	11.03
	5	11.77
	6	12.53
	7	*13.34
	8	13.84
	9	14.53
	10	15.00

\*Secretaries hired after July 1, 2010 top out at step 7 at \$13.34

<b>Aide</b>	1	7.40
	2	7.53
	3	8.35
	4	9.82
	5	10.23
	6	10.87

7	*11.29
8	11.73
9	12.14
10	12.41

\*Aides hired after July 1, 2010 top out at step 7 at \$11.29

Special Education Aides will receive \$0.45 more an hour.

**Food Service**

1	7.73
2	8.27
3	9.06
4	10.66
5	10.92
6	11.63
7	*11.85
8	12.03
9	12.30
10	12.48

\*Food Service personnel hired after July 1, 2010 top out at step 7 \$11.85

MS Head Cook will be paid an additional \$1.00 per hour

**Drivers**

Hourly	15.56
	16.39
	16.48
Field Trip Drivetime	12.02
Field Trip non-drive time	9.00
After school programs Drivers	Regular runs \$13.97 Field Trips \$11.56

**Comm. Ed. Secretarial**

1	8.22
2	8.79
3	9.76
4	11.43
5	11.92
6	12.40
7	12.97
8	13.58
9	14.24

	10	14.97	
<b>Comm. Ed. Aides</b>	1	7.40	
	2	7.48	
	3	8.17	
	4	9.45	
	5	9.75	
	6	9.92	
	7	*10.32	*Comm. Ed. Aides hired after July 1, 2010 top out at step 7 at \$10.32.
	8	10.72	
	9	11.07	
	10	11.40	
<b>Fall Camp Aides</b>		11.40	

Longevity pay will be \$100.00 per semester at 15 full years of service for all classifications

**Additional Pay Scale Considerations:**

In the 2014-15 school year, second year of the contract, if the district receives an increase in the per-pupil foundation allowance (PPFA) from that of the 2013-14 school year and the MPSERS offset/prefunding is not decreased and/or does not revert back to the district in part or in whole to cover:

- a. A \$25 to \$50 (PPFA) increase each member would receive a 15 cent per hour raise for the year.
- b. A \$51 to \$75 (PPFA) increase each member would receive a total of a 20 cent per hour raise for the year.
- c. A \$76 (PPFA) increase or more, each member would receive a total of a 25 cent per hour raise for the year.

However, if the per-pupil change is defined as a one-year increase or if the per-pupil foundation allowance is decreased for the 2015-16 school year, third year of the contract, the increased hourly rate will revert to the corresponding level or the 2013-14 school year level whichever is appropriate matched to the new amount.

Example: If the 2014-15 PPFA is increased by \$100 the employees would receive a 25 cent per hour increases. However, if the 2015-16 PPFA is \$50 less than the 2014-15 PPFA the employees hourly rate would revert to the level of the 2013-14 rate plus 15 cents an hour.

In the 2015-16 school year, third year of the contract, if the district receives an increase to in the (PPFA) of and the MPSERS offset/prefunding is not decreased and/or does not revert back to the district in part or in whole to cover:

- a. A \$15 to \$25 (PPFA) increase, each member would receive a 10 cent per hour raise for the year.
- b. A \$26 to \$50 (PPFA) increase, each member would receive a total of a 15 cent per hour raise for the year.
- c. A \$51 (PPFA) or more, each member would receive a total of a 20 cent per hour raise for the year.

The key is that non-restricted funds are available to the district to cover the raises.

Example: For the 2014-15 school year the conditions described above provide for a 25 cent/hour increase.

Then for the 2015-16 school year the funding levels described above are decreased to those levels that would have allowed for a 15 cent/hour increase in 2014-15. Therefore, the GESPA members would see a decrease of 10 cent/hour during the 2015-16 school year.

### Letter of Agreement Grant Food Service Extra Hours Rotation Procedures

It is acknowledged that the Administration and GESPA are entering into this agreement to facilitate the efficient operation of the food service department in the event an employee is absent. A secondary consideration is to format a common procedure for the Food Service Director to use when providing extra hours to existing employees. It is understood that this agreement is to be used as clarification for an existing practice and an extension of the Master Agreement. The Administration and GESPA are fully aware that non-bargaining unit substitutes may be called to perform bargaining unit members' assignments should there be an absence.

- At the beginning of each year, the rotation list for food service employees will be organized by seniority, with the most senior employee being called first. Each employee's daily work hours will also be listed as information and to facilitate the assignment of extra hours. Interested employees must provide reliable contact information that can be accessed should information regarding extra hours not be communicated while on site.
- When a food service employee requires a substitute, the Food Service Director will contact the first person on the rotation list who has fewer hours than the absent employee. The Director will contact the first person on the list and ask if he or she would like to fill in and work for the absent employee.
- If the person agrees to fill in, the employee's name will be moved to the bottom of the rotation list and that employee will be reassigned to the absent employee's vacancy.
- If the person declines the invitation, the employee will be placed on the bottom of the rotation list.
- If the Food Service Director is unable to contact the first eligible employee on the rotation list, he/she will try another employee, both of which will be documented in writing. The first person will then be moved to the bottom of the rotation list. If the second person declines or cannot be contacted, a non-bargaining substitute will be called to sub.
- In the event of a prolonged absence of a bargaining unit member, assignments of extra time will be made on a weekly basis based on the established rotation list protocol. Should other bargaining unit members decline the assignment; the employee filling the position will be assigned for an additional week(s). It is understood that some site movement may occur and that whenever circumstances dictate, a substitute outside the bargaining unit will generally receive the least amount of hours. It is understood that every effort will be made to ensure bargaining unit members are given more extra time than substitutes from outside the bargaining unit.
- It is also understood that the Food Service Director will assign the most senior person within the bargaining unit following the rotation procedure already in place to fill in should one of the two employees currently employed as Head Cooks have to miss work.

It is understood that philosophically, the two parties agree that the least amount of hours should be available to a non-bargaining member substitute realizing that time constraints and other circumstances may affect the strict adherence to the above mentioned procedure.

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
For the District

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING  
BETWEEN THE  
Grant Public School Board of Education  
AND THE  
Grant Educational Support Personnel Association, MEA, NEA**

**Subject: Supervisor Seniority in Bargaining Unit**

The parties have reached the following understanding regarding the bargaining unit seniority “hire” date that will be granted to any District supervisor who later may become a bargaining unit member.

Any District supervisor (administrator) who is awarded a bargaining unit position at any time will be listed on the local bargaining unit seniority list with the initial “hire” date (seniority date) being the date that the employee most recently became a bargaining unit member and performed bargaining unit work. Any subsequent break in the bargaining unit employment status as listed in the contract will result in a “break” in seniority.

The parties further agree that should the current food service supervisor be transferred to a bargaining unit position, the current food supervisor will be placed or listed on the seniority list at the same years of service level that she held when she left the bargaining unit to become a supervisor. (Her seniority date –“hire date” - on the bargaining unit seniority list will be adjusted to reflect the seniority level addressed here). This provision shall not apply to any other supervisor positions.

This provision replaces the contractual provision (Article 16. C.) addressing supervisor bargaining unit seniority and will remain in place until such time as the parties agree to alternate language.

\_\_\_\_\_  
For the GPS

\_\_\_\_\_  
For the GESPA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date