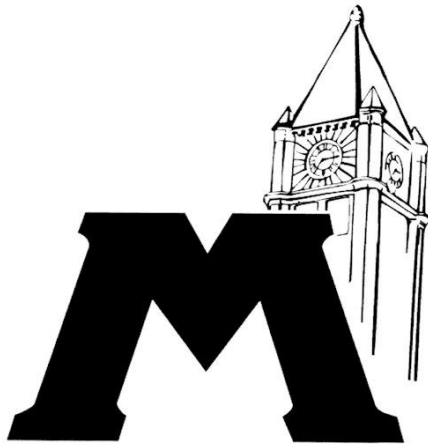


AGREEMENT
BETWEEN THE
NON-INSTRUCTIONAL EMPLOYEES ASSOCIATION
AND THE
MUSKEGON BOARD OF EDUCATION



July 1, 2009 - June 30, 2010

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AGREEMENT

This Agreement made and entered into as of the first day of July 1, 2009, except as other effective dates are hereinafter set forth, by and between the Non-Instructional Employees Association of the Public Schools of Muskegon, hereinafter referred to as "N.I.E.A." and the Board of Education of the Public Schools of the City of Muskegon, Hereinafter referred to as the "Board", provides as follows:

ARTICLE I

PURPOSE AND INTENT

- 1.1 The purpose of this Agreement is to set forth the understandings of the N.I.E.A. and the Board with respect to wages, rates of pay, hours of work and other conditions of employment; to provide procedures for adjustment of grievances; and to promote the orderly and peaceful conduct of labor relations for the mutual interest of the N.I.E.A. and the Board.
- 1.2 For the accomplishment of the ends set forth above, the N.I.E.A. and the Board encourage to the fullest degree, the friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE II

RECOGNITION

2.1 The Board does hereby recognize the N.I.E.A. as the exclusive representative for the purpose of collective bargaining with respect to wages, rates of pay, hours of work and other conditions of employment for all employees who are employed on a regular schedule of work in the classifications listed in 2.2.

2.2 The current classifications are:

- Licensed Maintenance
- Maintenance I
- Head Custodian
- Building Mechanic
- Custodian
- Stock Clerk
- General Maintenance
- Groundskeeper
- Utility Person
- Lead Painter
- Painter
- Environmental Technician
- Heating, Ventilation & Air Conditioning Technician
- Head Stock Clerk
- Groundskeeper/Maintenance
- Assistant Head Custodian
- Bus Driver
- Unassigned Custodian
- Unassigned Bus Driver

2.3 For the purposes of this Agreement, the term "Board" shall refer to the Muskegon Board of Education or its designated representatives. "Employee" refers to Custodians, Maintenance, Bus Drivers et cetera except for positions herein referred specifically to as Drivers, or Custodians.

ARTICLE III

CHECK-OFF OF DUES AND PAYROLL PROCEDURES

3.1 During the life of this Agreement, the Board agrees to deduct N.I.E.A. membership dues regularly and uniformly in accordance with the Constitution and by-laws of the N.I.E.A. from the pay of each employee who submits to the Board a card, provided by the N.I.E.A., individually authorizing such deduction and assignment as hereinafter provided, in the amount of the N.I.E.A. dues certified to the Board by the Financial Secretary of the N.I.E.A. The deduction of dues shall cover the dues for the month in which the deductions are made, but shall not be applicable to any arrearages occurring prior to the execution of the check-off deduction and authorization form. Authorizations for deduction of dues shall be made in accordance with the following form:

Dues Deduction and Assignment
Non-Instructional Employees Association
of the Public Schools of the City of Muskegon

Date _____

I authorize and direct the Board of Education of the Public Schools of the City of Muskegon, my employer, to deduct from my second paycheck each month following the date hereof, or following the effective date of the Collective Bargaining Agreement between said N.I.E.A. and said Board, whichever occurs first, my regular monthly dues as certified to the Board by the Financial Secretary of the N.I.E.A. such deductions to be made once each month, and to pay such dues to the Financial Secretary of the N.I.E.A.

This authorization of dues deduction and assignment shall not be revocable for a period of one (1) year from the date hereof or until the expiration of the Collective Bargaining Agreement between the Board and the N.I.E.A., whichever occurs sooner, and it shall continue beyond such date until revoked by written revocation signed by me and directed to the Board and to the Financial Secretary of the N.I.E.A.

_____ Employee's Signature

- 3.2 The foregoing deductions shall be made from the second pay of each month and the amounts deducted by the Board, together with a list of the employees for whom deductions have been made, as soon as possible, but in no event later than ten (10) days thereafter.
- 3.3 The individual authorization card shall be submitted to the Board at least seven (7) days before the pay day on which the first deduction is to be made and if not so submitted, the Board may defer the deduction until the first payday of the following month.
- 3.4 The N.I.E.A. shall indemnify and save the Board harmless against any and all claims, demands, lawsuits or other forms of liability which may arise out of, or by reason of, action taken by the Board in making payroll deductions as hereinabove defined. The Board shall not be liable to the N.I.E.A. by reason of the requirements of this Section for the remittance or payment of any sum other than that constituting actual deductions from the employee's wages earned.

- 3.5 All employees shall be paid bi-weekly on the Friday following the payroll period in which work is performed. Except for conditions beyond the control of the Board of Education, a warehouse employee will deliver paychecks Friday, no later than 2:30 p.m. to all employees.

ARTICLE IV

MANAGEMENT RIGHTS

- 4.1 It is recognized by the N.I.E.A. that the controlling factor throughout all relationships of the Board of Education and the N.I.E.A. is contained in the words "working for the welfare and good of all students in the school district".
- 4.2 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
- A. To the executive management and administrative control of the school system and its properties and facilities, and for such purposes, the appointment of executive, administrative and supervisory personnel and the delegation of their respective duties.
 - B. To select and hire all employees, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees.
 - C. To determine methods and schedules of work, including technological alteration, location of work, areas, type of equipment, materials and supplies.
 - D. To determine those to be retained after the probationary period.
 - E. To make and enforce reasonable rules and regulations for promoting efficiency, safe practices and discipline.
 - F. To direct the work of employees subject to the terms and conditions of this Agreement, including with respect to any employee, the right to hire, discharge, suspend or otherwise discipline for good cause, promote, demote, transfer, assign jobs or shifts, layoff or relieve from duty because of lack of work or for other proper or legitimate reason, and to compel early retirement thereunder for good cause, and determine performance standards in the quality and quantity of work to be produced.
 - G. To subcontract unit work in keeping with P/A 112.
- 4.3 It shall be the rule of construction in determining the meaning of the provisions in Sections 4.1 and 4.2 that the exercise of the foregoing powers, rights, authority duties and responsibilities of the Board and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE V

ASSOCIATION'S REPRESENTATIVES

- 5.1 Notwithstanding any other provisions in the contract, including but not limited to the right to representation contained in Articles XXII and XXIV, permission for a Steward or Chief Steward to be away from his/her duty assignment for Association business, must have prior approval of the Assistant Superintendent for Human Resources.

Meetings for the purpose of conducting Association business, including but not limited to membership meetings, elections, bargaining sessions, etc., shall not be held during working hours except with permission of the Assistant Superintendent for Human Resources. No association meeting shall be held on Board property at any time without prior consent of the Assistant Superintendent for Human Resources.

- 5.2 The N.I.E.A. may use a total of fifteen (15) days per year of release time, with pay, for the conducting of association business. These association days may be taken in whole or half-day segments.

The use of these association days shall be at the discretion of the association, but shall require at least twenty-four (24) hours advance notification to the Personnel Office by the President of the N.I.E.A. or his/her designee, whose name shall be on file in the Personnel Office.

The above days are in addition to specific work time association activities authorized in the agreement or otherwise specifically authorized by the Assistant Superintendent for Human Resources.

ARTICLE VI

RESPONSIBILITIES AND QUALIFICATIONS

- 6.1 The Board shall determine a supervisory structure applicable to the members of the bargaining unit. Such information shall be provided in writing to the N.I.E.A. It is expected that members of the administrative staff will adhere to the established supervisory structure to the extent possible. Should an employee receive work instructions from more than one supervisor, which are in conflict, he/she should seek resolution from the Assistant Superintendent for Human Resources. If a change in supervision becomes necessary, the Board shall notify the N.I.E.A. immediately and no later than seven days prior to such change becoming effective. Notice of changes in supervisory structure shall be posted in each building.
- 6.2 The Board shall establish the general duties for each classification of employee covered under this agreement.
- A. Licensed Maintenance - Skilled maintenance personnel. License required. e.g. electrician; plumber; bus mechanic; carpenter, plasterer (equivalent of license).
 - B. Maintenance I - To perform general duties from work orders or assist as assigned by Director of Buildings and Grounds or designee.
 - C. Head Custodian - A person who will prepare daily work schedules of custodians assigned to them with the approval of the building administrator. He/she will have responsibility for the overall care and maintenance of the buildings and grounds to which assigned in addition to routine custodial and minor maintenance duties.
 - D. Building Mechanic - An employee, who, in addition to routine custodial duties, minor maintenance repairs, will service mechanical equipment, pools and do outside work.
 - E. Custodian - Responsible for basic cleaning and other general duties.
 - F. Stock Clerk - Assigned to the warehouse for general duties and for pick-up and delivery services.
 - G. General Maintenance - Assigned duties by Director of Buildings and Grounds or designee.
 - H. Groundskeeper - Employee responsible for maintaining the grounds and equipment where assigned at the high school.
 - I. Utility Person - Employee not assigned on a permanent regular basis, but able to perform assigned tasks as needed throughout the district.
 - J. Head Stock Clerk - In addition to general duties, assigns work schedules of stock clerks. Responsible for overall receiving and shipping.
 - K. Assistant Head Custodian - An employee who acts in the place of the Head Custodian during an alternate shift. In addition to minor maintenance and general custodial duties, the employee is responsible for overall care of buildings and grounds.
 - L. Lead Painter - Responsible for estimation, preparation and completion of painting tasks.

- M. Painter - Does general painting.
 - N. Unassigned Custodian - A regular employee to be assigned to substitute for absent regularly assigned custodial employees. If not needed as a substitute, will be assigned other duties and projects as needed.
 - O. Bus Driver - A person whose primary duty is to transport students and is responsible for loading and unloading vehicle.
 - P. Unassigned Bus Drivers - A regular employee to be assigned to substitute for absent regularly assigned drivers. If not needed as a substitute, will be assigned other duties and projects as needed.
 - Q. Environmental Technician - perform a variety of functions and/or procedures for asbestos abatement projects which includes project clean up, decontamination and disposal procedures.
 - R. Heating, Ventilation & Air Conditioning Technician - responsible for maintaining, repairing and installing equipment.
- 6.3 The Board shall have the right to change the general duties, responsibilities and qualifications of a classification in the interest of improving safety, health performance or efficiency. A change, however, may be made only after it has been submitted in writing to the N.I.E.A. and discussed with them. The N.I.E.A. may grieve a change on the basis that it has resulted in an unreasonable workload or that it has caused an unsafe working condition.
- 6.4 In the event there is a redefining of a position, the position shall be re-posted. **
- 6.5 In the event a new classification is established, the pay rate for that job shall be negotiated. Meanwhile, the Board shall have the right to establish a temporary rate for such new classification. Negotiations for the new rate will commence within thirty (30) calendar days from the date the new classification was established. The negotiated rate shall be retroactive.
- 6.6 In the event of an emergency, a bargaining unit employee shall respond to a call for assistance unless he/she has a substantial excuse which would reasonably and practically prevent him/her from responding. In addition, a bargaining unit employee who determines that an emergency situation exists shall, after taking any emergency action available to him/her, make an effort where practical, to contact the Director of Buildings and Grounds for further direction.
- In the event the supervisor is not available or it is not practical to contact the supervisor, contact should be made according to posted emergency procedures.
- 6.7 The Board shall not infringe on any job classification bound by this labor agreement by using maintenance personnel outside of their job description for more than three hours without the approval of the N.I.E.A.

** Redefining means a change in classification, the shift, or a four (4) hour or more change in the building assignment.

ARTICLE VII

WAGE CLASSIFICATIONS

7.1 CLASSIFICATIONS

- Class 1 Custodian - Unassigned Custodian
- Class 2 Assistant Head Custodian: Administration Building, MCEC, Art Museum, Glenside, Marquette, McLaughlin, Moon, Craig, Nims, Oakview,
- Class 3 Bus Driver - Unassigned Bus Driver
- Class 4 Building Mechanic: Bunker, Nelson, Steele
Assistant Head Custodian: Bunker, Nelson, Steele
Head Custodian: Craig
Stock Clerk
General Maintenance
Groundskeeper
- Class 5 Building Mechanic: High School
Head Custodian: Bluffton, Administration Bldg.
Assistant Head Custodian: High School
Groundskeeper/Maintenance
Painter
- Class 6 Head Custodian: MCEC, Glenside, Marquette, McLaughlin, Moon, Nims, Oakview, Art Museum
Head Stock Clerk
Utility Person
- Class 7 Maintenance I
Lead Painter
Head Custodian: Bunker, Nelson, Steele
- Class 7a Head Custodian: Muskegon High School
- Class 8 Licensed Maintenance

ARTICLE VIII

WAGE SCHEDULES

- 8.1 Hourly wages for the various job classifications are effective July 1, 2009 - June 30, 2010. Increments are effective on July 1 of each year and will apply only if an employee has worked for 150 calendar days prior to July 1.

2009-2010

The salary schedule for 2009-2010 shall be increased a half (.5%) percentage over the 2008-2009 salary schedule.

*See Appendix A for Salary Schedule

- 8.2 When an employee, other than substitute, works a regular schedule that extends beyond 6:30 p.m. an additional five cents (\$.05) will be added to the hourly wage as set forth in schedule 8.1.
- 8.3 Longevity shall be paid annually in a lump sum during the month of the anniversary date of hire. If the employee is on a leave of absence unpaid by the district for up to one year on their anniversary date full longevity will be paid. Longevity will be prorated for the amount of time worked in the year they return to work. If the employee terminates during a year where longevity is earned, the amount shall be prorated.

ARTICLE IX

INSURANCE

- 9.2 Effective July 1, 2009 through June 30, 2010 the Board shall pay 100% of the premium for full-time eligible employees covered by this contract.

\$10 Office Visit

Plan A – shall consist of:

Priority Health Medical Coverage, hearing is included, 10/30 prescription drug card
United Health Care – Vision Care Benefit
MetLife Dental Benefits
MetLife – Basic Term Life and Basic AD&D \$40,000

The extent of coverage shall be determined by the employee's qualification for one of the following categories:

Single
Double
Family

Plan B – shall consist of:

United Health Care – Vision Care Benefit
MetLife Dental Benefits
MetLife Financial – Basic Term Life and Basic AD&D \$40,000

Those selecting Plan B shall also be eligible for options in a dollar amount up to the Priority Health single subscriber premium. The options may be a tax deferred annuity plan. If a husband and wife are both employed by the school district, one (1) shall elect health insurance and the other shall elect options as indicated above.

- 9.2 No employee shall be eligible for coverage under any of the above plans provided for in this article until he/she completes his/her initial probationary period as provided in this Agreement.

The obligation of the Board to provide insurance or options to any employee shall, notwithstanding the above provisions, terminate with the month in which the employee's services are terminated.

The insurance provided shall terminate with respect to any employee who ceases to be on the active employment rolls of the Board, except that individual cases may be subject to review by representatives of the N.I.E.A. and the Board.

- 9.3 Full-time employees, for the purposes of the Agreement, will be defined as all persons who are employed by the school district for thirty, (30), or more hours per week. Such employees qualify for full benefits. Employees who do not qualify for full-time benefits, but who are employed twenty, (20), hours or more to 30 hours per week, shall be entitled to one-half the benefits provided. Benefits shall not be granted to probationary employees.

ARTICLE X

PAID HOLIDAYS

10.1 The following designated days shall be recognized as holidays with pay to all employees who work thirty-eight (38) or more weeks:

- Labor Day
- Thanksgiving Day
- Day following Thanksgiving Day
- Day before Christmas
- Christmas
- First working day after Christmas
- Martin Luther King Day
- *Good Friday P.M. (1/2 day)
- *Hackley Day P.M. (1/2 day)
- Memorial Day

*All employees on shifts D-K shall be scheduled 8:30 a.m. - 12:30 p.m. L shift will work 7:00 a.m. - 11:00 a.m. This four-hour period will be paid at the straight time rate as it replaces the normal L shift beginning at 11:00 p.m. the same day.

Employees who are employed forty-seven (47) to fifty-two (52) weeks, shall be granted New Year's Day, the day before New Years and Independence Day as additional holidays.

Whenever the holiday falls on a Sunday, the following day will be observed as the holiday.

Whenever the day before Christmas or New Years falls on Saturday or Sunday, the preceding Friday will be granted.

For determination of paid holidays for regular drivers, the year shall be determined as being from the end of one school year to the end of the next school year, (e.g. June 7, 2000 - June 11, 2001).

Paid Friday before Labor Day (in the event that circumstances dictate that school starts after Labor Day, the parties agree that the paid day will be the Friday of midwinter break).

ARTICLE XI

Vacancies and Promotions Custodial and Maintenance Employees

- 11.1 The Board and N.I.E.A. subscribe to the principle of upgrading employees provided the employee desires promotion and makes the contribution necessary to acquire the skills requisite to promotion. It is agreed that preference will be given to employees for training needed to fill the following positions: Maintenance I, Head Custodian, Building Mechanic, Stock Clerk, General Maintenance, Groundskeeper, Utility Person, Head Stock Clerk, Assistant Head Custodian, Groundskeeper/Maintenance, Painter, and Environmental Technician.

The Board shall have the right to require that applicants for promotion pass the job-related examination(s)*. The minimum level of performance on any promotional test shall be agreed upon between the Board and the N.I.E.A. Any person who fails to achieve a passing grade, may repeat the examination or portion if in several parts, after a period of twenty (20) calendar days following the day when the test was last taken.* It is hereby agreed between the parties that all current custodial employees who have passed the old promotional test and have that test on file, will be eligible for applying for a promotional job, with the exception of the Stock Clerk/Driver and/or Maintenance positions. All others shall pass the appropriate current job related exam. All applicants who have passed the old promotional test and the new job related exam will be subject to an interview process, meet job requirements as defined in job descriptions, and serve the contractually defined probationary period.

Individuals who are in the positions of head custodian and building maintenance mechanic at the high school and the middle schools will be required to have the swimming pool pesticide applicator certification required by the State of Michigan.

Those individuals who are presently in the above stated positions as of April 15, 1998, are grandparented in. Future applicants must acquire proper certification within the 30 working day probationary period.

The following factors shall be considered in selecting employees for promotion or the filling of vacancies:

- A. Seniority of the applicant.
- B. The ability and qualifications of the employee to meet the job responsibilities.
 - 1. Qualifications to be determined and agreed upon by the Board and the N.I.E.A. on the basis of the job responsibilities
- C. The work record of the employee.

*After two re-tests, the cost of the test administration (if any) shall be paid by the applicant.

If applicants are equal with regard to the 2nd and 3rd factors, preference will be given to the applicant with the greatest seniority. When a position becomes available, a notice of such vacancy shall be posted within five (5) workdays in all buildings with a copy of the posting furnished to the N.I.E.A. Such posting shall be at a place where the employees can be reasonably expected to notice the posting and the same shall remain posted for a period of ten (10) working days (up to 30 working days for promotional positions). All employees shall have the right to apply for any posted position. If there are not qualified applicants, a new employee may be hired. A probationary employee may apply for posted vacancies. However, a probationary employee is eligible only when such posting would otherwise be filled by hiring a new employee. An employee on leave may bid on postings if he/she is ready and able to report for work when awarded the job. If such employee is not available to work, the job would go to the next qualified person with the necessary seniority.

11.2 In posting jobs under section 11.1, as a minimum the Board shall state the name of the available classification, the shift, the number of vacancies to be filled, the building(s) at which the vacancy occurs, the established trial period (10 working days non-promotional, 30 working days promotional for custodial and maintenance employees), established schedules, and time posting expires. The posting shall indicate qualifications for the position including whether the job is a promotional position.

A. All postings will be up at 4:00 p.m.

B. A determination regarding the award of the position will be made within 5 working days from the expiration of the job posting. The president of the N.I.E.A. and the applicant will be notified of the determination.

C. The starting date shall be no later than the Monday following the posting of their old job.

Any employee who is awarded the job must take the job unless the board and the N.I.E.A. otherwise agree. However, said employee may, within ten (10) working days, disqualify himself/herself from the posting and return to his/her previous position. In the event he/she is disqualified, within his/her probationary period, he/she shall return to his/her previous position. An employee who has been awarded a permanent vacancy shall be ineligible to be awarded another job in their own or lower wage classification during the thirty-five (35) working days following his/her commencing work on the job awarded to him/her.

11.3 When an employee moves to a higher classification, he/she shall be placed on the salary schedule in that classification at the same level of years as his/her wage at the time of bidding.

11.4 No employee shall be transferred to another position permanently, except in accordance with the provisions of this section. This provision shall not preclude temporary transfers in an emergency, or the filling of a vacancy or promotion by temporary transfer, pending the selection of the successful bidder under the provisions of this article.

11.5 The following procedure will be followed to fill temporary vacancies in the promotional positions of Head Custodian, Assistant Head Custodian, Building Mechanic and Head Stock Clerk.

A vacancy caused by:

- A. The absence of the Head Custodian will be filled by the Assistant Head Custodian in the same building. In the buildings where one or more day custodians are available, the Assistant Head Custodian will remain on his/her current shift until the sixth (6th) consecutive work day at which time he/she will assume the normal Head Custodian shift and begin to receive the pay for Head Custodian as determined by the employee's seniority status.
- In all other buildings the Assistant Head Custodian shall, upon verbal notification by the Director of Buildings and Grounds, immediately move to the normal Head Custodial shift and begin to receive the pay for Head Custodian as determined by the employee's seniority status on the sixth (6th) consecutive day.
- If the assistant is not available (according to contract language, i.e. illness, leaves, etc.) for the temporary appointment, the Building Mechanic, or the senior custodian (in that order) shall be assigned, if qualified.
- B.1 The vacancy of Assistant Head Custodian or High School Building Mechanic shall be filled by a qualified* custodian from the building by seniority. The pay of the promotional position shall commence on the sixth (6th) consecutive work day, (commencing the first day of absence of the Assistant Head Custodian or the High School Building Mechanic), at the promotional position pay rate as determined by the employee's seniority status.
- B.2 The vacancy of the Bunker/Steele Building Mechanic Position shall be filled from Bunker or Steele by the most senior qualified* custodian. The pay of the promotional position shall commence on the sixth (6th) consecutive work day, (commencing the first day of absence of the Assistant Head Custodian or the Building Mechanic), at the promotional position pay rate as determined by the employee's seniority status.
- C. In buildings with no Assistant Head Custodian, the building custodian, if qualified*, will assume the Head Custodian shift. The acting Head Custodian will begin to receive pay for Head Custodian as determined by the acting heads' seniority status on the sixth (6th) consecutive work day.
- D. In the absence of the Head Stock Clerk, the most senior stock clerk will immediately move to the Head Stock Clerk position. The pay of the promotional position shall commence on the sixth (6th) consecutive work day (commencing the first day of absence of the Head Stock Clerk) at the promotional position pay rate as determined by the employee's seniority status.
- E. In the absence of a licensed, maintenance employee or a lead painter due to medical causes or other approved leaves of absence, the employee who is assigned the duties of such employee will on the sixth day receive an additional eight (8) percent of his/her wages during the time the employee is responsible for those duties.
- F. If no one in A, B, C, & D is available, the position shall be filled temporarily by assignment and posted as per contract - Article XI.
- G. When the regular absent employee returns to work, each temporarily assigned employee will return to his/her formerly held position.
- H. Temporary assignments made under these procedures can continue for up to six (6) months. If the regular employee's absence will exceed six months, the parties will get together to determine what direction to go on a case-by-case basis.

*Qualified means meeting the provisions of Article 11.1. Deviations from the above procedures may be granted by the Assistant Superintendent for Human Resources upon written request with appropriate rationale stated.

- 11.6 No employee shall be assigned to a level one custodial position on a temporary basis for more than thirty (30) working days, and the job shall be posted within ten (10) days. Employees who bid on temporary jobs shall, at the return of the employee temporarily replaced, be placed as an Unassigned Custodian.
- 11.7 Notwithstanding any of the above provisions, any employee receiving a written reprimand shall be ineligible to be awarded any job for a period of fifty (50) working days following the disciplinary action. Any employee receiving a suspension shall be ineligible to bid on any job for a period of seventy (70) working days following the disciplinary action.
- 11.8 If a position is available because of transfer, promotion, suspension or termination, the position shall not be left for more than five (5) working days without an eight hour Unassigned Custodian or the job filled by a permanent placement, if a qualified person can be found.

ARTICLE XII

PROBATIONARY PERIOD FOR NEW EMPLOYEES

- 12.1 Each new employee shall be placed on probation for a period of forty (40) working days and shall be entitled to all the benefits provided herein for any time worked thereafter. If, at the end of this period, his/her work is satisfactory, he/she shall be considered to be a regular employee and seniority shall date from the first day he/she worked.

All newly hired or probationary bus driver(s) must complete a bona fide CPR (Cardio Pulmonary Resuscitation) course prior to or within their probationary period. Said personnel will be required to maintain a current certification on a yearly basis within the employment anniversary date.

Failure to be properly certified may be grounds for dismissal. Current bus drivers will be required to complete a CPR course and renew certification annually if they wish to bid on a run requiring CPR training.

ARTICLE XIII

WORK WEEK CUSTODIAL/MAINTENANCE EMPLOYEES

- 13.1 The regular work week of regular full-time custodial and maintenance employees shall be forty (40) hours of work and shall consist of five (5) eight (8) hour work days commencing on Monday. Custodians at the Art Museum and Administration Building may have their work week distributed over six (6) days.

ARTICLE XIV

OVERTIME

- 14.1 A. Any hours worked over an eight (8) hour shift shall be paid at the rate of time and one-half.
- B. Any hours worked over forty (40) hours of paid service* per week shall be paid at their rate of time and one-half.
- C. Overtime shall be paid at double the regular rate of pay for Sunday and contractual holiday service when such work exceeds forty (40) hours of paid service.*
- 14.2 The use of compensatory time should be an option to paying overtime and to provide for short, less than two hour, absences from a scheduled shift for extenuating conditions.

The following applies when compensatory time is considered for use.

- A. If work is in need of completion by a day shift custodian (day shift is a shift normally completed by 6:30 p.m.) beyond the regularly scheduled shift time, the decision to allow compensatory time for hours worked e.g. two hours beyond regular shift assignment is to be decided by the building administrator (Principal) after consultation with the Head Custodian. The Director of Buildings and Grounds is to be informed within 24 hours of that decision.

If overtime in lieu of compensatory time is needed, permission is required from the Director of Buildings and Grounds.

If the employee affected is on an evening or night shift (ending after 6:30 p.m.) the permission for either compensatory time or overtime must be approved in advance by the Director of Buildings and Grounds. The supervisor will inform the building administrator so that time off can be arranged where compensatory time is used. (Building permits excluded) compensatory time used as described must be granted during the same pay period whenever possible. Personnel must be notified of exceptions.

If the additional work puts the custodian beyond an eight hour day or forty hour week, the compensatory time must be at time and one-half. (Three (3) hours compensatory for two (2) hours worked).

- B. Occasional shift adjustments of up to two (2) hours may be granted for extenuating reasons. The time is to be made up at the end of the same shift without overtime e.g. 3:00 p.m. to 11:00 p.m. shift, dental appointment 3:00 p.m. - 4:00 p.m. adjusted shift 4:00 p.m. - 12:00) approved in advance through Head Custodian by building administrator.
- C. Except for occasional shift adjustments (#2 above) compensatory time for overtime worked shall be recorded on the payroll.

*Paid service shall include regular salary, personal leave, sick leave, vacation time, holiday pay or any day in which an employee is covered and paid.

- 14.3 Head Custodians, Assistant Heads or Building Mechanics shall be allowed time for building checks on Saturdays, Sundays and for contractual holidays. Checking will consist of visiting the building each Saturday, Sunday and contractual holidays to ascertain that the building is secure, that mechanical equipment is functioning properly, that heat is being satisfactorily maintained and that there have been no break-ins or other unusual disturbances. Time allowed for routine weekend and holiday checks shall be one and one-half hours per day in middle and senior high school buildings and three quarter hours in all other buildings.
- 14.4 Except as provided in 14.2 of this section, a minimum of two (2) hours overtime will be paid when the employee is called back to work on weekends or after a regular workday.
- 14.5 It shall be the general policy to keep overtime to a minimum. Overtime shall be allowed only when authorized by the Board. If a custodian is absent, the Board shall determine whether to fill the absence with an unassigned custodian, authorize a minimum of four (4) hours of work time for another custodian in that building, use the emergency work list made up of custodial/maintenance employee wishing to work extra, or leave this position vacant.

ARTICLE XV

WORK SCHEDULE FOR CUSTODIAL/MAINTENANCE EMPLOYEES

15.1 The work day for day Custodial/Maintenance employees (Schedules A, B, C, D, & E) shall be eight (8) hours, exclusive of a lunch period. Not less than thirty (30) minutes shall be provided for a duty free lunch.

Working time for night Custodial/Maintenance employees (Schedules F, G, H, I, J, K & L) will include an allowance of one-half hour for lunch. Night employees will remain in the building during lunch period.

15.2 In buildings with one first shift custodian, the immediate supervisor shall have the right to extend the lunch period by no more than an additional thirty (30) minutes in order that duties may be performed with a minimum of interference during the eight (8) hour work day.

15.3 In a building where there is more than one custodial employee, regular shifts shall be established and arranged to minimize the need for overtime to the fullest extent possible.

15.4 The work day for Custodial/Maintenance employees shall be according to the following schedules:

Schedule

A	6:00 A.M.	to	2:30 P.M.
B	6:30 A.M.	to	3:00 P.M.
C	7:00 A.M.	to	3:30 P.M.
D	9:00 A.M.	to	5:30 P.M.
E	10:00 A.M.	to	6:30 P.M.
F	12:00 Noon	to	8:00 P.M.
G	1:30 P.M.	to	9:30 P.M.
H	2:00 P.M.	to	10:00 P.M.
I	2:30 P.M.	to	10:30 P.M.
J	3:00 P.M.	to	11:00 P.M.
K	4:00 P.M.	to	12:00 Midnight
L	11:00 P.M.	to	7:00 A.M.

Part-time custodial employees will be scheduled as needed.

Temporary exceptions to this schedule shall be cleared by the immediate building supervisor (one day and up to one week). More than one week or permanent changes shall be approved by the Director of Buildings and Grounds.

15.5 When school programs are not being conducted, or staff is not present, it shall be the general policy to place night custodial employees who are regularly assigned to buildings which serve elementary and secondary students on a day shift.

Exceptions to this general policy shall be three (3) election days per building. In buildings with more than one custodial employee, the Head Custodian shall be responsible for assigning the Assistant Head Custodian and other night employees, if needed, to accommodate elections and scheduled established education programs of the District (K-12, Adult & Community Ed. and school sponsored extra-curricular activities).

- 15.6 For every scheduled work period of four (4) hours or more, a fifteen (15) minute break will be allowed during that work period at the Custodial/Maintenance employee's current work site. (i.e. an eight hour employee will receive two fifteen (15) minute breaks.)
- 15.7 Custodial/Maintenance personnel shall not leave their place of assignment during working hours, except under unusual circumstances and only with the prior approval of the employee's immediate supervisor, or in his/her absence, the Director of Building and Grounds.
- 15.8 The last ten (10) minutes of each shift shall be allowed for personal clean-up and/or the clean-up of tools and equipment.

ARTICLE XVI

VACATIONS - CUSTODIAN/MAINTENANCE EMPLOYEES

- 16.1 Custodian/Maintenance employees who on July 1 of each year have been on the payroll for less than three (3) months, shall receive no vacation for the first year.
- 16.2 If an employee in his/her first year works less than the full year, but more than three (3) months, vacation shall be granted at one (1) day per month employed, up to ten (10) days.

The employee shall be granted ten (10) days vacation for each year employed from the second year through the seventh year.
- 16.3 Custodian/Maintenance employees who shall have been in the continuous employment* of the Muskegon Schools for eight (8) years shall receive fifteen days of vacation with full pay each year of employment.
- 16.4 Custodian/Maintenance employees who shall have been in the continuous employment* of the Muskegon Schools for thirteen (13) years shall receive twenty (20) days of vacation with full pay each year of employment.
- 16.5 Custodial/Maintenance employee who work less than a full day shall be granted vacations in accordance with above policies on a prorated basis.
- 16.6 The Head Custodian or Director of Buildings and Grounds, whichever is appropriate, shall maintain a record of vacation schedules. Vacation for Custodians/Maintenance may be scheduled any time throughout the year provided that building coverage is maintained and arrangements can be made for normal services. (When school is in session vacation requests shall be submitted to the Director of Buildings and Grounds). A minimum of three (3) working days notice is required. The Director of Buildings and Grounds will respond to the employee's request within (2) working days. Notice for vacations shall be given by the end of the regular shift to the Head Custodian who in turn will notify the Director of Buildings and Grounds.

*Continuous employment shall mean from date of hire to present time as a custodian/maintenance employee within the bargaining unit; up to one year unpaid medical leave is considered continuous employment. Vacation is considered a fringe benefit.

- 16.7 Vacation time shall be taken within one year after July 1 when designated as earned, and will not be accumulative year-to-year.

If a custodial/maintenance employee is on a leave of absence unpaid by the District for up to one year full vacation pay will be paid. Vacation pay will be prorated for the amount of time the employee worked in the year they return to work.

In cases where hospitalization, sick leave, or workers' comp. would prevent a custodian or maintenance employee from using his/her vacation time prior to July 1, an exception would be made and vacation may be taken until August 15 at which time any remaining vacation owed will be paid at the rate earned.

- 16.8 A custodial/maintenance employee who terminates his/her employment in the course of the year will be entitled to his/her accumulated vacation benefit, if he/she has been employed by the schools for one (1) full year and has given not less than two (2) weeks notice of termination of employment.

ARTICLE XVII

LEAVES OF ABSENCE

For the purpose of the sections of this Agreement having to do with leaves of absence, the following definitions shall apply:

- A. "Immediate Family" shall include father, mother, husband, wife, child, sister, brother, parent-in-law, brother-in-law, sister-in-law, daughter-in law, son-in-law, grandparent, grandchildren and any person in lieu of parents.
- B. "Per diem basis" shall be the amount obtained by dividing the contractual salary by the number of days to be employed as indicated in the Agreement.
- C. "Pro rata basis" shall mean employees employed on a schedule different than an eight (8) hour (full day), shall have deductions for unpaid leave or pay for paid leave, determined by the portion of the day normally worked on the day(s) of absence.

17.1 Reasons for which leave may be granted are:

- A. Absence of not more than five (5) days per year caused by deaths in the immediate family, shall be compensated by payment of contractual salary.
- B. Absence of not more than three (3) days per year for the death of an aunt, uncle, nephew, niece or first cousin shall be compensated by payment of contractual salary.
- C. Out of state deaths may entail an extension of time in ratio to travel time. Such extension is at the discretion of the Assistant Superintendent for Human Resources.
- D. Absence under (C) shall be counted as sick leave and shall be deducted from sick leave accumulation.
- E. Leave of absence shall be granted for conditions of injury or illness, military service or for other reasons by the Board of Education. No employee, however, shall be granted leave of absence to seek employment elsewhere. Seniority shall be retained during a leave of absence. To be eligible for a leave of absence, an employee shall have served for a period of not less than two (2) years.
- F. Absence of a reasonable length of time, but not to exceed five (5) days per year, caused by the serious illness of member of the employee's own household or a member of the immediate family whose care is the direct responsibility of the employee and requiring the personal attention of the employee will be compensated by payment of the contractual salary.
- G. Additional personal absences shall result in a deduction on a per diem basis.
- H. No unused days in this Article may be accumulated.
- I. Paid leave of absence shall be counted as sick leave and deducted from the sick leave allowance provided in Article XVIII.

Request for exceptions to 17.1, shall be approved through the Assistant Superintendent for Human Resources .

- 17.2 To obtain a leave of absence for any reason, an employee must file a request in writing with the Assistant Superintendent for Human Resources, stating the reason for the request in detail. Leave may be granted only upon approval of the Board of Education.

ARTICLE XVIII

SICK LEAVE

Sick Leave (Personal Illness)

- 18.1 The following rules shall be applicable to sick leave for personal illness:
- A. During the first year of employment, the qualified full-time employee shall earn sick leave for personal illness at the rate of one (1) day per month of employment or major fraction thereof.
 - B. No sick leave may be used by a new employee before he or she has completed the probationary period.
 - C. Employees who have accumulated sick leave due to previous service but who are unable to begin a new contract year because of personal illness or personal injury, shall be allowed to draw upon such sick leave accumulated until it is depleted or until resumption of assigned work, whichever occurs sooner.
 - D. After the first year of employment, full-time employees shall earn one (1) day per month.
 - E. Accumulation of sick leave days shall be without limit.
 - F. Additional absences shall result in deduction on a pro rata or per diem basis.
 - G. Any employee who is absent because of injury or disease in compliance with the Michigan Workers Compensation law shall receive from the Board the difference between the allotted amount and his/her regular salary for the duration of the illness, limited to and deducted from any accumulated sick leave. Number of days of sick leave deducted would be proportionate to the dollar amount contributed in salary by the Board.
 - H. The Board of Education reserves the right to consider all sick leave problems extending beyond the limitations set forth herein on the merits of each individual case. Any employee whose personal illness extends beyond the period compensated under Section 18.1, shall be granted a leave of absence without pay for such time as is necessary for complete recovery (but not to exceed twenty-four (24) months). Upon return from leave, if physically qualified, an employee shall be assigned to the same position previously held if the position still exists. If the leave extends beyond the two year limit the employee's employment will be terminated.
 - I. The Board of Education contemplates that the use of sick leave will be on an ethical basis in keeping with the high standards of the school profession.

- J. The employee, absent because of illness or injury, shall, after five (5) consecutive work days, on the request of the Assistant Superintendent for Human Resources, present a doctor's certificate or other proof of illness and satisfactory recovery. The proof of illness shall cover the period of absence. In the case of maternity or elective surgery, the administration may request a medical statement indicating the last day the employee is available to work and the expected date of return.
- K. Half-time employees will receive above benefits on a half-time basis.
- L. Sick leave taken beyond those days accumulated at the time of illness will result in a loss of pay for each additional day or fraction of a day taken.

If an individual wishes to have payment for any lost days when additional sick leave days are earned he/she may request payment through the personnel office.

ARTICLE XIX

PROCEDURES APPLICABLE TO PERSONAL AND OTHER LEAVE

- 19.1 The Principal or other appropriate administrator, shall certify to the legitimacy of a claim for compensation for absence covered in Article XIX, by entering on the payroll his signature and the dates and causes for such absence, provided the provisions of this Agreement covering such absence(s) are complied with.
- 19.2 Employees who may have accumulated sick leave days under the provisions of this Article and who terminate their employment with this school system, shall not be compensated for unused sick leave days and said unused sick leave days may not be carried forward in case of subsequent reemployment with this school system. However, employees employed in this district continuously for at least ten (10) consecutive years, shall, upon retirement, receive ten (10) dollars for each day of unused accumulated sick leave. * Beginning July 1, 1998 employees employed in this district continuously for at least ten (10) consecutive years, shall, upon retirement, receive thirty (30) dollars for each day of unused accumulated sick leave.
- 19.3 No employee shall absent himself or herself from regular duties for causes other than personal illness, illness in the immediate family requiring the personal attention of such employee, death in the immediate family, or death of a relative, except with the prior permission of the immediate supervisor. When, in the judgment of the immediate supervisor, Supervisor of Transportation, Director of Buildings and Grounds or Assistant Superintendent for Human Resources, such absence contributes to the general interest of the school system, compensation may be paid on a full or partial basis.
- 19.4 Absence with pay not chargeable against the employee's allowance, shall be granted for the following reasons:
 - A. Absence when an employee is called for jury service. (Pay the difference between jury pay and regular pay.)

* Retirement is defined as being qualified to retire under the Michigan Public School Employees Retirement System (MPERS).

- B. Court appearance as a witness whenever an employee is subpoenaed to attend any proceeding. (Pay difference between witness fees and regular pay.)

(For A and B, the district will pay the difference between pay received from the court and the employee's regular pay. Determination of the amount to be received from the school shall be determined by deducting the court fee from the amount usually earned during the time missed because of the employee's physical presence at court, plus reasonable travel time to return to the work site.

- C. Time necessary to take the Selective Service physical examination.
- D. A maximum of two (2) days for personal leave per year, but such personal leave days will not be used immediately prior to or immediately following a holiday or vacation (with the exception of emergency leave). Except in cases of emergency, an employee taking personal leave must notify the immediate supervisor during his/her shift on the day previous to the leave. Unused personal leave days will be added to sick leave accumulation. Those who have used two (2) days and terminate at six (6) months, must have one (1) day deducted.

19.5 Parental leaves of absence shall be granted, upon request, for up to two (2) years without pay to commence at the end of disability, due to childbirth, or at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody if necessary, in order to fulfill the requirements for adoption. Such requests shall include the beginning date and probable ending date of said leave.

19.6 Military leaves of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States, in accordance with the requirements of applicable law.

19.7 The Board shall grant a leave of absence without pay to any employee to campaign for or serve in an elected public office for a period not to exceed two (2) years. Upon return from serving in a full-time public office, an employee shall receive salary increments mutually agreed upon by the employee, and the Assistant Superintendent for Human Resources, but in no case exceeding salary benefits allowable for military leave.

19.8 Seniority shall continue to accumulate during all leaves. An employee who is granted a leave of absence pursuant to the sections above, shall have the following re-employment right:

- A. When an employee notifies the Assistant Superintendent for Human Resources of a desire to return to active employment, said employee shall be assigned to the first available vacant position for which he/she is qualified.

ARTICLE XX

ABSENCE OF EMPLOYEES

- 20.1 Employees who are unable to report for work, shall notify their Head Custodian at the earliest possible time and in no event less than one (1) hour before the employee is to report for work. In event the Head Custodian cannot be reached, the employee shall notify the office of the Director of Buildings and Grounds. In buildings without Head Custodians, an appropriate person shall be designated.
- 20.2 Second and third shift employees who are unable to report for work shall follow the contract procedure, but with notification at least two (2) hours before their scheduled shift.

ARTICLE XXI

INJURIES TO EMPLOYEES

- 21.1 Any employee who receives a personal injury arising out of, and, in the course of his/her employment, shall report such injury to his/her immediate supervisor, in accordance with the provisions of the Michigan Workers Compensation Act.

ARTICLE XXII

DISCIPLINE AND DISCHARGE

- 22.1 A non-probationary employee shall not be disciplined or discharged without just and sufficient cause. In cases where rules call for a penalty less than immediate discharge and a written warning is not required, the discipline administered shall be commensurate with the seriousness of the violation. The Board shall not be obligated to re-employ any employee who had been laid off or discharged during his/her probationary period.
- 22.2 When the Board is considering disciplinary action* against an employee, the Chief Steward shall be notified in advance, in writing, so that the employee may be represented at the time such discipline is invoked. Within five (5) working days of an alleged infraction, an employee shall be notified in writing that disciplinary action is being considered and the reasons therefore. The foregoing time limit shall be waived, however, in those cases where the Board could not have been reasonably expected to know, in a timely fashion, that an infraction had taken place. Copies of such notification shall be provided to the Chief Steward.

Should an employee choose to not have representation by the Grievance Committee at the time discipline is to be imposed, said employee shall indicate such preference in writing and provide copies in advance to his/her immediate supervisor imposing said discipline and the Chief Steward. Notwithstanding the provisions above, both parties recognize that cases of gross misconduct may require immediate and direct disciplinary action on the part of the supervisor at the time such offense takes place.

- 22.3 When imposing any discipline on a current charge, the Board will not take into account any prior infractions which occurred more than one (1) year prior thereto. In cases where the discipline imposed on an employee is taken to arbitration, however, the parties agree that the work performance of said employee over the prior eighteen (18) month period, may be introduced by the Board and shall be subject to the arbitration process.

*Disciplinary action shall be defined as written reprimand, suspension, demotion or, discharge.

ARTICLE XXIII

LAYOFF AND RECALL

- 23.1 Layoff. If it becomes necessary for the Board to effect a reduction in the work force, probationary employees shall be laid off first, subject to the provisions of Article 23.4. Exceptions to the foregoing would be those instances where more senior employees do not possess the skills needed to perform the work of a probationary maintenance employee. After probationary employees have been laid off, other employees may then be laid off in accordance with their seniority, those having the least seniority being laid off first, providing more senior employees possess the necessary skills and ability to perform the work available.

Should a more senior employee become laid off or displaced, said employee shall be allowed to (1) bump the least senior employee in the same job classification within the same wage classification, or, if not available, (2) a choice to bump the least senior employee in a different job classification within the same wage classification, if qualified for the position, (the displaced employee may choose the position held by the least senior employee on the same work schedule or select the position held by the least senior employee on a different work schedule), or a less senior employee in a lower wage classification.

A "displaced" employee is one employed by the Board, whose particular position has been redefined or eliminated.

An exception to the above layoff procedure shall apply to Bus Drivers as follows:

Should a more senior driver become displaced or laid off, said employee shall be allowed to bump (1) the least senior employee with the same number of hours in his/her regular run (excluding shuttles, field trips, and other miscellaneous time), or if not available, (2) the least senior full-time (30 hours or more) driver or if not available, (3) the least senior driver with less than thirty (30) hours in their assigned run or if not available (4) they become unassigned drivers.

No laid off employee shall lose accrued vacation pay to which he/she is entitled.

- 23.2 Recall. When the work force is increased after a layoff, employees shall be recalled in order of their seniority to the first available position for which they are qualified in their previous wage classification or lower wage classification.
- 23.3 Seniority. Seniority shall be determined by the number of years of continuous service with the school system. Separate seniority lists shall be maintained for: (1) custodians and maintenance workers; (2) bus drivers.

Seniority lists shall be up-dated annually and published during the month of July. Seniority order of employees hired on the same day shall be decided by lottery, the N.I.E.A. shall be represented.

An employee shall lose his/her seniority for the following reasons:

- a. He/she quits
- b. He/she is discharged
- c. He/she retires

23.4 Seniority on one list shall not entitle an employee to seniority rights on another list for the purpose of layoff, recall, transfer or promotion. Total school district service time shall be used to determine longevity, vacation and accumulated sick time.

23.5 Procedures to be followed if a bus driver wishes to become a custodial employee or vice versa.

An employee on one seniority list (bus driver) may apply for a position on the other list (custodian/maintenance).

The application will be processed the same as any outside application.

If the position is offered, the applicant will enter the probationary period of the new position. He/she will remain on the seniority list of the job from which he/she is leaving until the probationary period is successfully completed and the new job is awarded.

Seniority will begin to accrue on the new list retroactive to the original date of hire in the new position.

If the employee is unsuccessful in completing the probationary period by school district standards, he/she may return to the previous department as an unassigned employee. Seniority will be continued on the original list.

If the employee chooses not to remain in the new position, a resignation will be accepted. All rights to the previous position will be terminated. The person may reapply as a new applicant.

23.6 No employee on the district payroll shall work for two (2) or more bargaining units when the combined regular schedules exceeds eight (8) hours a day. Also, any employee under this provision shall be paid at the rate of the position being worked, according to the wage scale.

ARTICLE XXIV

GRIEVANCE PROCEDURE AND ARBITRATION

24.1 The term "grievance" as used herein, shall refer to any alleged violation of the expressed terms and conditions of this Agreement. A grievant is defined as an employee, a group of employees and/or the Association.

24.2 PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level are maximums and every effort should be made to expedite the process. However, the time limits may be extended by mutual agreement of the parties.

A. Level One

1. An employee and steward, if requested by the employee, shall, within five (5) working days of the occurrence of the grievance, orally discuss the matter with the immediate supervisor with the objective of resolving the matter informally.

All grievances of disciplinary action shall begin at level two in writing on the proper form.

However, the foregoing time limit shall be waived up to twenty (20) working days in those cases where the grievant could not have been reasonably expected to know that a contract violation had taken place. If the aggrieved is not satisfied with the disposition from the oral discussion and wishes to further pursue the matter, he/she shall file the grievance in writing on a grievance form provided by the Board. The written grievance must be submitted to the Director of Buildings and Grounds or Supervisor of Transportation whichever is appropriate, within five (5) working days of the discussion of the grievance.

2. Within three (3) working days of the filing date, the Director of Buildings and Grounds or the Supervisor of Transportation or his/her representative shall meet with the aggrieved and the grievance committee* in an effort to resolve the grievance. A written answer shall be given within three (3) working days after such meeting.

B. Level Two

1. If the aggrieved is not satisfied with the disposition of the grievance at Level One, the proper form as provided by the Board, shall be forwarded within three (3) working days thereafter by the employee to the Assistant Superintendent for Human Resources or designee, stating a desire to pursue grievance to Level Two. At this level, the grievance form must be co-signed by the aggrieved and the Association and one signed and dated copy retained by the Association.

*The grievance committee shall consist of no more than three persons.

2. Within seven (7) working days of receipt of such grievance, the Assistant Superintendent for Human Resources or designee, will meet with the aggrieved and the grievance committee to discuss the issue. A written answer shall be given to the aggrieved and the N.I.E.A. representative within fifteen (15) working days after receipt of such grievance.

C. Level Three

The grievance shall be deemed settled on the basis of the answer given by the Assistant Superintendent for Human Resources or designee, unless within thirty (30) calendar days after receipt of the answer of the Assistant Superintendent for Human Resources or designee, or the expiration of the time for him/her to answer, whichever is earlier, the grievance is appealed to arbitration by the N.I.E.A.

Any such appeal shall be made within that period by written demand for arbitration served upon the Assistant Superintendent for Human Resources. An exception to the foregoing shall be a grievance which does not fall within the jurisdiction of the arbitrator, as provided below, in which event the parties shall have recourse to their rights provided by law with respect to any answer given by the Assistant Superintendent for Human Resources which is not accepted as satisfactory settlement of the grievance.

An exception to this procedure will be a mutually agreed upon meeting two weeks prior to an arbitration date for the parties to meet for a final attempt to settle before arbitration. If there is no agreement at this final meeting the arbitration procedure will continue.

ARBITRATION:

In the event the answer of the Board is not satisfactory to the N.I.E.A. and the grievance has been appealed to arbitration in the manner above provided, the arbitrator shall have the following jurisdiction, and no other, to hear and decide all issues with respect to such unsettled grievance:

1. The grievance shall relate solely to the application and interpretation of the terms and conditions of this Agreement, or any addendum or supplement thereto, including and issue respecting suspension, discharge or other discipline.
2. The arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of this Agreement or any supplement or addendum thereto, and he/she shall have no authority to hear or rule upon any of the following:
 - a. Any matter involving the refusal of the Board to hire any person or to permit any person to remain an employee of the Board to the completion of the probationary period;
 - b. Any matter involving the Board's discretion in the expenditure of funds for outlay;
 - c. Any matter involving the fixing or establishment of any salary schedule or rate of pay;
 - d. Any matter which can be addressed only by a change or revision or non-enforcement of one or more of the terms of provisions of this Agreement, or any schedule, exhibit, supplement or addendum thereto;

- e. Any matter which requests the change of any classification of work (but he/she shall have jurisdiction over the application of any established classification involving a claim of misclassification);
 - f. Any grievance requesting a change or revision of any performance standard; or
 - g. Any grievance involving any issue respecting the no-strike provision of this agreement, except to hear and decide a case involving the sole issue of guilt or innocence of an employee receiving disciplinary layoff or discharge for alleged breach of said provision. Subject to the foregoing limitations on the jurisdiction of the arbitrator, the arbitrator's decision within his/her jurisdiction shall be final and binding upon both parties. The fees and expenses of the Arbitrator shall be divided fifty percent (50%) to the Board and fifty percent (50%) to the N.I.E.A.
- 24.3 All requests for arbitration pursuant to the provisions of Section 24.2 shall emanate from the Board or the N.I.E.A., and not an individual employee or group of employees. The Board may demand arbitration respecting any unsettled grievance by making its written demands for arbitration upon the N.I.E.A. within the period above allowed to the N.I.E.A. for so doing. In the event of such demand, the N.I.E.A. shall have the right, within the period allowed for demanding arbitration by it, to notify the Board in writing that it unqualifiedly accepts the Board's answer to grievance given in Step Three, in which event such grievance shall be deemed conclusively settled on the basis of such answer without the necessity for arbitration.
- 24.4 Where arbitration is properly demanded under Section 24.2 or 24.3 the Board and the N.I.E.A. shall refer their request for the appointment of an arbitrator to the Federal Mediation and Conciliation Service for arbitration, in accordance with its rules of procedure applicable to labor arbitration cases. The Federal Mediation and Conciliation Service shall be requested to furnish the names of five (5) arbitrators, and proceeding by lot, the Board and the N.I.E.A. shall alternately strike one name each until one (1) of the five (5) remains, which person shall be deemed the impartial arbitrator for the purpose of proceeding under said rules. Where the parties are able to agree upon an impartial arbitrator without invoking the procedures of the Federal Mediation and Conciliation Service, the arbitrator shall, nevertheless, adhere as closely as possible to the rules of procedure of the American Arbitration Association established for labor arbitration cases, except that the American Arbitration Association shall not serve as administrator and there shall be no duty to notify the American Arbitration Association pursuant to any of its rules of the appointment of the arbitrator by agreement of the parties.
- 24.5 Either party may designate an alternate representative to act in a temporary absence of its regular representative at any step in this grievance procedure. Such designation shall not affect any grievance in process which was properly presented to the designated representative. Any such designation of an alternate by either party shall be made by notice in writing given to the other party and such temporary designation shall remain in effect until written notice is given to the other party of the restoration of the representatives designated above.

ARTICLE XXV

STUDENT TRANSPORTATION SECTION
ROUTE SELECTION

25.1 Route selection procedures will be conducted at least one week prior to the beginning of the regular school year and one week prior to summer runs. Proposed routes will be available one week prior to the selection meeting based upon available information.

The Procedure shall be as follows:

1. Each basic route will be listed.
 - a. Basic routes will include the location of pick-up and drop-off points of the students to be transported, (those known as of the selection day).
 - b. An additional one-half (1/2) hour will be allowed before the first pick-up of the day which will consist of 15 minutes to pre-trip the vehicle and 15 minutes travel time, and one-half, (1/2), hour after the last drop of the day which will consist of 15 minutes travel time and 15 minutes vehicle clean-up time.
2. Selection of routes will be made in descending order by seniority, with the Chief Steward and a committee person in attendance.
3. A driver on leave may select a route if he/she is ready and able to report to work when awarded the route. If extenuating circumstances preclude the driver returning as scheduled, an unassigned will be placed on the route for up to thirty (30) calendar days. If the driver is still not available after fifteen (15) days, a temporary position shall be posted. The temporary driver shall hold the position until the driver awarded the permanent route returns to work, within the school year.

25.2 Detailed information concerning transportation runs (routes), (including names, addresses and phone number), that are to be selected by the bus drivers prior to the beginning of the regular school year, shall be available one week prior to route selection:

1. Be posted at the warehouse.
2. Be available in notebook form in at least eight copies for drivers to check-out for their review. The eight copies shall be given to the Chief Steward for the N.I.E.A. membership use.

The administration shall keep one master copy in reserve, and available, if individual drivers' wish to have additional copies of routes made at their own expense.

25.3 Assignment of unassigned drivers shall be by order of seniority, as routes become available, e.g. drivers call in sick et cetera.

ARTICLE XXVI

WORK TIME

26.1 Workweek and Hours for Bus Drivers

The assigned route will determine the length of the workday and the number of days per week. The normal year for all drivers will end on the last day of the last week that students are transported during the regular (K-12) school year (approximately the end of the first week of June).

Every effort will be made so that a driver who is awarded a run and remains continuously on that run, will receive as a minimum in any given full week of school, no less in wages than the number of hours of their run times their hourly pay rate. Hours used shall be those posted at the bidding of runs and includes adjustments made during the first full two weeks of the school year as approved by the supervisor of transportation. Runs posted during the school year will follow the same procedure and adjustments in hours may be made during the first two weeks of the run if approved by the Supervisor of Transportation. Driver's wages will be pro-rated in weeks which there are less than five (5) school days. The above mentioned procedures will hold true only as long as the run exists.

Unassigned drivers will have their hours locked in for a full week of school as a minimum at their pay rate times the run with the least amount of hours as determined at the time of bidding at the beginning of the school year. Hours will be pro-rated for weeks with less than five (5) days.

Summer assignments including SMI-SXI, where drivers are on the Muskegon Public School payroll, will be made following the above procedure. (See 25.1)

The procedure for assigning drivers for field trips and athletic trips is as follows:

A. Field Trips and Athletic Trips

1. General Education and Local Special Education drivers will be assigned on a seniority rotating basis to all athletic and field trips, up to and including 4:00 p.m., provided that the trip does not interfere with the driver's regular run. An unassigned driver will be assigned for the field trip if a regular driver is not available.

Those unable to be assigned because of unavailability as a result of other special assignments by supervision, e.g. inservice training, Board directed medical exam, state tests, et cetera, shall hold their position on the assignment list. They will be offered the first available trip when they return from the special assignment.

Those unavailable because of regular runs, illness, personal leave, et cetera, will be assigned when their name reappears in the regular rotation.

2. Field trips and athletic trips commencing after 4:00 p.m., or when school is not in session, or when overnight travel is required, will be assigned on a seniority rotating basis to all drivers.

The driver shall stay at the destination on trips of twenty-five (25) miles or more. On trips of less than twenty-five (25) miles, the driver may stay or return home with the permission of the Supervisor of Transportation.

The field trip sponsor may overrule the Supervisor of Transportation if he/she should determine that the use of the vehicle may be necessary for the protection of students because of threatening weather, etc.

Non-driving time on field trips and athletic trips will be paid at the regular pay rate. Compensation for overnight trips will be determined by mutual agreement between the Board and N.I.E.A.

- B. Time Blocks and Shuttle Runs will be assigned on a seniority basis, provided the senior driver is available and is assigned for their regular run the appropriate vehicle for the number and handicapping condition of the students to be transported on the shuttle.

A shuttle is the use of a vehicle to transport student(s) at any time other than the normal building/program starting/dismissal time, occurring on an ongoing basis.

- C. If the time between a driver's last drop and the next pick-up is one and a half hours (1 1/2) or less, the driver will be paid for such time.

D. Emergency Trips

In the event a driver who is assigned to a field trip or athletic trip becomes unavailable for that trip, assignment will be made from the emergency drivers' list only under the following conditions:

1. Notification of unavailability is given less than two (2) hours prior to the trip.

OR

2. The Transportation Office is closed at the time of notification.

The emergency drivers' list shall be updated annually and consist of five (5) drivers, bid by seniority, who have volunteered to take field and athletic trips with less than one (1) hour notification.

E. Unscheduled Field and Athletic Trips

Unscheduled field and athletic trips will be defined as trips which the transportation office becomes aware of on the same day in which the trip is to take place. Drivers who accept these trips, will have these count as a rotation trip. Drivers who do not accept these trips, will

not have their position affected on the rotation list. Unscheduled trips where the transportation office has more than two hours notice, an attempt will be made to assign them on a rotation basis.

F. Cancellation Pay

If a driver is not notified of a scheduled trip being canceled at least one (1) hour prior to pick up time, they shall receive two (2) hours of pay.

G. Breaks

If a driver is paid the 1-1/2 hours time between runs, this time shall incorporate a break and no time shall be allotted during that period for a break. Should a driver work three (3) hours in the morning without said 1-1/2 hours, he/she shall be entitled to a ten (10) minute break. The same shall pertain to the afternoon work period.

H. Notes

Notes for bus routes must be completed by the second Friday after the opening day of school.

Any changes to the bus routes after the above two (2) week allowance for set-up time will be compensated at the rate of five (5) minutes per card for the original set provided there is not sufficient paid time during the day to complete the required change. Copies of the changed notes will be placed in the second notebook and there will be no additional time granted for making these copies. A copy of the Change Form received by the driver will be returned with the payroll indicating the number of cards that need to be changed. The time to make this copy is also included in the original five (5) minutes per card.

ARTICLE XXVII

VACATION DRIVERS

- 27.1 Bus drivers * working twenty (20) hours per week or more shall receive vacations as follows:
- A. They shall be paid vacation pay for time worked in the previous July 1 to June 30 period.
 - B. Bus drivers with more than three (3) months service shall receive .4% of their gross pay for each additional month of service for vacation pay up to maximum of 4% of their gross pay for each full year of service. If the driver has completed eight (8) years of service he/she will be paid 6% and if he/she has completed thirteen (13) years of service, the driver shall be paid 8% of the gross pay the driver would have earned in the previous fiscal year. If a bus driver is on a leave of absence unpaid by the District for up to one year full vacation will be paid. Vacation pay will be prorated for the amount of time the employee worked in the year they return to work.
 - C. Vacation allowance shall be paid in the second paycheck in July of each year.
 - D. Drivers who are employed forty-seven (47) to fifty-two (52) weeks, shall be allowed to take five (5) days unpaid vacation. Their vacation days must be taken during the summer months between the regular (K-12) school year. The Transportation Supervisor must be notified five (5) work days prior to any vacation days being taken.
 - E. A driver shall be determined to have completed eight (8) or thirteen (13) years of service when they have completed eight or thirteen school years of driving, regardless of hire date.

For example:

Hire date, August 21, 1979, shall have completed thirteen (13) years of driving by the end of the school year 1992 or --

Hire date, February, 1979, shall have completed thirteen (13) years in February, 1992.

*Bus and wagon drivers may not take unpaid vacation during the school year without prior approval from the Assistant Superintendent for Human Resources or designee.

ARTICLE XXVIII

ORIENTATION AND TRAINING

- 28.1 Bus drivers shall be assigned only after an orientation session is completed. All drivers shall participate in an orientation session and a minimum of six (6) hours of inservice annually.
- 28.2 Difficulties of student management shall be brought to the attention of the immediate supervisor and/or the Supervisor of Transportation. Arrangements for additional inservice and/or transfer of the driver to another run may be made when within the judgment of the Supervisor of Transportation such action would be warranted. The bus driver Chief Steward shall be notified as soon as possible.

If a transfer is to be long term or permanent, the vacated positions shall be posted. If no transfer is available, the driver shall be continued until a vacancy occurs or laid off until an appropriate run becomes available. This will be at the discretion of the Supervisor of Transportation.

ARTICLE XXIX

ENTIRE AGREEMENT CLAUSE

- 29.1 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 the right and opportunity are set forth in the Agreement. Therefore, the Board and the N.I.E.A., for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. If both the N.I.E.A. and the Board should mutually agree that a need exists to re-open a specific area of this Agreement, negotiations may be initiated on that area during the life of the Agreement.
- 29.2 This Agreement shall supersede and replace, as of its effective date, all agreements between the parties dated prior thereto, or all rules and regulations of the Board which are in conflict herewith.
- 29.3 This Agreement shall be binding upon the Board and the N.I.E.A. and shall be binding upon any successor of the N.I.E.A. A successor of the N.I.E.A. shall be (a) a labor organization into which the N.I.E.A. is merged, consolidated, assigned, transferred or reorganized, or (b) a labor organization which is the successor to the N.I.E.A. by operation of law.
- 29.4 Nothing in this Agreement shall be interpreted as modifying or eliminating the Board's authority to act under Public Act 112 of 1994.

ARTICLE XXX

NO-STRIKE CLAUSE

- 30.1 The N.I.E.A. agrees that neither its officers, agents or members shall authorize, engage in, condone or ratify a strike. A strike shall be defined to include slow-downs, boycotts, picketing, work stoppages of any kind or any other concerted activities having the effect of interrupting work or interfering with normal school business during the term of this Agreement.
- 30.2 The N.I.E.A. shall not be liable for any violation of this Article, provided that it submits, upon Board request, a written disclaimer of any responsibility for such action.
- 30.3 Any employee who willfully violates any of the above provisions may be disciplined forthwith, up to and including discharge. Such disciplinary action may only be grieved as provided for in Section 24.2 (2) (g).

ARTICLE XXXI

MISCELLANEOUS

- 31.1 School Closing. Announcement over the local radio stations to the effect that "Muskegon Public Schools are closed and employees need not report for work", will mean that custodians, maintenance and transportation personnel will not report, however, Head Custodian, or designee will be required to conduct building checks.

In the event the Head Custodian determines that it would not be possible for normal building operation to resume without the assistance of bargaining unit employees, the Head Custodian shall call in employees necessary to complete the work.

- 31.2 The cost of the TB test required by the State of Michigan shall be paid for by the Board.

31.3 Snow Removal Procedures

1. All parking and walk areas will be identified for the purpose of snow removal for each of the Muskegon school buildings.
2. Contracted services and/or school mechanized equipment will be utilized to the fullest extent possible in keeping these areas clear.
3. Entrance ways and approach areas will continue to be the responsibility of the building custodians.
4. Any unusual situations in these areas shall be called to the attention of the Director of Buildings and Grounds for evaluation.

Note: Mechanized equipment shall be defined as enclosed riding equipment, e.g. tractors, trucks with snow plows, snow blowers.

ARTICLE XXXII

DURATION AND TERMINATION

- 32.1 The terms of this Agreement are effective as indicated below:

July 1, 2009 through June 30, 2010

NIEA SALARY SCHEDULE

2009-2010
@ .5% Increase

YEAR	1	2	3	4	5	6	7	7a	8	Longevity After:
1	12.99	13.59	13.80	13.80	14.87	14.73	16.16	17.47	18.44	14 years \$ 1,074
2	13.65	14.19	14.45	14.45	14.94	15.56	16.80	18.13	19.09	19 years \$ 1,730
3	14.27	14.79	15.02	15.02	15.61	16.22	17.47	18.76	19.71	24 years \$ 2,589
4	14.97	15.55	15.97	15.97	16.36	16.96	18.22	19.53	20.46	29 years \$ 3,450
5	15.30	15.84	16.29	16.29	16.69	17.32	18.57	19.91	20.88	34 years \$ 4,098

