

3750

6/30/98

AGREEMENT

Between The

**REETHS-PUFFER EDUCATION
SUPPORT PERSONNEL ASSOCIATION,
MEA-NEA**

**CUSTODIAL, MAINTENANCE,
TRANSPORTATION AND FOOD
SERVICE**

And The

**REETHS-PUFFER BOARD OF
EDUCATION**

July 1, 1995 - June 30, 1998

Reeths-Puffer Schools
Muskegon, Michigan

Reeths-Puffer Schools

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ARTICLE I

PARTIES OF THE AGREEMENT

This Agreement made and entered into by and between the Reeths-Puffer Board of Education, hereinafter referred to as "Employer", and the Reeths-Puffer Educational Support Personnel Association, MEA/NEA, hereinafter referred to as the "Union".

ARTICLE II

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages hours, terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the Employees. Recognizing that the safety and well-being of students are paramount, all parties agree that this must be foremost in all decisions and it is so recognized. The Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE III

RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all regular Transportation Department employees, Transportation Service Department employees, Building and Grounds employees, and Food Service Department employees. Excluded are supervisors and all other employees.

ARTICLE IV

UNION RIGHTS

1. The Union and its representatives shall have the right to use school facilities and equipment for Union business in the building in which it is located, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all other types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The person operating each piece of equipment shall be trained to operate that machine prior to the use.
2. Executive officers of the national, state, and local union or their representatives, duly authorized to represent the Union, and/or the President of the Local Union will be permitted to participate in any negotiations or grievances relative to hours, wages, and working conditions providing that when they are to be on the Reeths-Puffer District grounds that the employer is notified and it does not stop or delay normal operations, informs the employer of whom he/she wishes to see, and for what purpose. Employees will not be paid for such time unless the employer so agrees to do so.
3. The Union shall have the right to post notices of activities and matters of Union concern on designated bulletin boards, at least one of which shall be provided in each building or

facility to which bargaining unit members may be assigned. The Union may use the District mail service for communication to bargaining unit members.

4. The names of the officers, stewards, or alternates shall be given in writing to the Employer. A steward, or alternate, shall not function as such until the Employer has been so informed in writing by the local president or unit official. Any changes in officers, stewards, or alternates will be reported to the Employer in writing as far in advance as possible. Stewards of one department shall not process grievances of another department. However, when a department steward is not available, the chief steward may process the grievance. In such event, the department steward shall be notified as soon as possible by the chief steward that the grievance is being processed.
5. With respect to any School Improvement Plan as required by P.A. 197, Section 15.199 (9196) M.S.A. it is agreed as follows:
 - a. All matters pertaining to wages, hours, and other terms and conditions of employment, including the negotiation of an agreement on behalf of the employees shall be the sole responsibility of the Reeths-Puffer Educational Support Personnel Association (CMFST). Any plans, strategies, or objectives which conflict with the Master Agreement will require mutual agreement between the RPESPA and the Reeths-Puffer Board of Education.
 - b. The RPESPA shall approve any and all bargaining unit representatives to any district or building committee formed for the purpose of School Improvement, On Site Board Decision Making, Building Level Decision Making, etc.
 - c. The participation in the above mentioned plans shall be voluntary on the part of the bargaining unit members.

ARTICLE V

UNION DUES OR FEES AND PAYROLL DEDUCTIONS

1. Any employee who is a member of the Union or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions in the Union which sum shall be in such amount as established by the Union. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the Reeths-Puffer Education Support Personnel Association, MEA/NEA Constitution and By-laws. Pursuant to such authorization, the Board shall deduct (1/8th) of such dues, assessments and contributions from the regular payroll check of the employee each month for eight (8) months, beginning in September and ending in May of each year. No deduction in December.
2. The Union recognizes its responsibility to provide the Board's designated financial official a continuous membership list on or before September 1 of each school year.
3. The Union will notify the school payroll office prior to July 1 of each school year as to the amount of yearly dues to be deducted from the employee's salary.
4. **Joining the Union**
 - a. Each bargaining unit member shall as a condition of employment, (1) on or before sixty (60) calendar days from the date of commencement of duties or the

effective date of this agreement, whichever is later, join the union or (2) pay a service fee to the union, pursuant to the union's "policy regarding objections to political-ideological expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of union dues collected from union members. The bargaining member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the union, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the union, deduct the service fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant from the paychecks of each bargaining unit member and moneys so deducted shall be remitted to the Association or its designee, no later than twenty (20) days following deduction.

- b. Pursuant to Chicago Teachers Union V. Hudson, 106 S CT 1066 (1986). the union has established a "Policy regarding objections to political-ideological expenditures". That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of the article shall be subject to the grievance procedure set forth in the agreement, or any other administrative or judicial procedure.
- c. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated sixty (60) days following the unions notification to non-members of the fee for that given school year.
- d. In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this article, the union agrees to defend such action, at its own expense and through its own counsel, provided:
 - (1) The employer gives full and complete cooperation to the union and permits the union intervention as a party if it so desires, and
 - (2) The employer gives full and complete cooperation to the union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels. The union agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

5. Payroll deductions will be available to employees on a mutually agreed basis. The order of priority shall be determined by the existing payroll program subscribed to by this district.

The priorities are as follows:

- a. Annuities; annuity carriers are limited to the following companies:
 - (1) Michigan Education Association Financial Services (MEAFS)
 - (2) Fidelity Investments
 - (3) Washington National Insurance Company
 - (4) Northwestern Mutual
 - b. Federal Tax
 - c. FICA
 - d. State
 - e. Regular Insurance Deductions
 - f. Summer Insurance Deductions
 - g. Union Dues
 - h. Credit Union
 - i. United Way
 - j. Variable deductions (YFCA, Saving Bonds through First Michigan Bank, Second Annuity)
6. The Board agrees to promptly remit to the union all dues assessment and fees deducted in accordance with those procedures as outlined in Section 1 of this article.
 7. This article shall be effective retroactively to the date of agreement, and all sums payable hereunder shall be determined from said date.
 8. The Board shall not be liable for any errors or losses in the administration of this article unless it is shown that the Board or its agents was negligent in the care and handling of the moneys involved.

ARTICLE VI

EMPLOYEE RIGHTS

1. The word employee shall be defined as follows:
 - A. Full year employee: One who is hired for 2,080 hours per year and has passed the probationary period.
 - B. School year employee: One who has completed the probationary period and is regularly scheduled to perform daily a specified duty during the school year term.
 - C. Probationary employee: One who has not completed the trial period as defined in Section 2 of this article.
 - D. Seasonal employee: One who is hired for a period of time not to exceed sixty (60) work days. The time may be extended by mutual agreement between the Board and the Union. Seasonal employees are not subject to the contract.

- E. Substitute Employee: One who is hired to replace an employee who is temporarily absent due to illness, disability, vacation, or to fill a job that can not be posted. Substitute employees are not subject to the contract.
- F. School Bus Driver: A person who has passed an annual physical and driver competence examination as authorized by the Board and/or the Department of Education, and/or State or Federal Laws.

Possesses the proper Commercial Drivers License for the vehicles to be driven as defined by Public Act 187.

- 1). Regular Driver - Drivers of routes other than the Special Education Program.
 - 2). Special Education Driver - Driver for the Special Education Program. Drivers of routes whose students, more than 50%, require special needs or services such as: use of a lift, harness hook ups, special medical attention and door to door service (such as P.P.I.) Special Education drivers and Special Education substitutes must be CPR certified.
- 2. Probationary Period: All new employees shall serve a probationary period of ninety (90) actual work days. The purpose of the probationary period is to give the Employer an opportunity to observe the performance of the new employee and dismiss such employee without recourse if the Employer feels he/she is not up to standard. The Employer shall evaluate, in writing, each new employee no later than the employee's 45th work day. The supervisor shall meet with the employee to discuss the evaluation. All provisions of Article VII, Evaluation of Employee, apply. Failure of the Employer to evaluate the new employee shall mean that his/her work is deemed to be satisfactory. The probationary period may be extended an equal amount of time by mutual consent of the Union and the Employer.
 - 3. Pursuant to Act 379 of Public Acts of 1965, as amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of the State of Michigan or the Constitutions of Michigan and United States; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the union, his/her participation in any activities of the union or collective bargaining with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
 - 4. Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to his/her employment.
 - 5. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.

6. Membership in the Union shall be open to all bargaining unit members regardless of race, creed, sex, marital status or national origin.
7. Employees shall not be prevented from wearing Union insignia, on or off the school premises.
8. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any contractual rights or benefits without just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth, including arbitration. Procedures regarding all such action as outlined herein shall be:
 - a. An employee shall be entitled to have present a representative of the Union during any meeting to discuss disciplinary action.
 - b. Employees to receive disciplinary action, in any form, must be notified of such disciplinary action within ten (10) work days from the knowledge of the incident for which the action is taken.
9. If an employee is reduced in hours to the point of suffering a loss or reduction in fringe benefits, or any other contractual benefit, he/she shall be eligible to employ the bumping procedure as set forth in Article X, Reduction in Personnel, Layoff, and Recall.
10. The current selection process will be used for hiring substitute custodians. Reeths-Puffer Schools will maintain a pool of three substitute custodians to be used when needed at the supervisor's discretion. In the event of an opening, the three subs would be interviewed by a joint employee/employer selection committee to fill the positions. It is clearly understood that a substitute is not covered by the contract and can be let go at the supervisor's discretion if he/she believes the individual is not working out.

ARTICLE VII

EVALUATION OF EMPLOYEES

All employees shall be evaluated in writing by their immediate supervisor. (See Appendix A). Employees shall have the opportunity to discuss their evaluation with their supervisor, a reasonable length of time to prepare a supplementary statement for inclusion in their own files if they wish, and a copy of the evaluation for their own files. Employees shall have access to their personnel files. The content of evaluations shall not be subject to the grievance procedure.

ARTICLE VIII

SENIORITY

1. Seniority shall be defined as an employee's length of continuous service with the Employer, beginning with the employee's first day of work. Seniority credit may be reduced through the procedure outlined in Article XXIV, Disciplinary Procedure, of this Agreement. Seniority shall not accrue or be lost when an employee takes an authorized unpaid leave of more than ten (10) working days. Seniority shall accrue for any employee on paid sick leave, layoff, or an authorized unpaid leave of ten (10) working days or less.

2. Seniority shall be by classification only, and seniority accrued in one classification shall not be transferred to another classification. The classifications are as follows:

TRANSPORTATION DEPARTMENT

Bus Drivers

- a. Special Education/Regular Education Double Runs
- b. Regular Education Single Runs

TRANSPORTATION SERVICE DEPARTMENT

1. Mechanic I
2. MechanicII/Maintenance III
3. Mechanic's Helper
4. Service Person

MAINTENANCE/CUSTODIAL DEPARTMENT

1. Maintenance I
2. Maintenance II
3. Maintenance III
4. Custodial I
5. Custodial II
6. Custodial III
7. Custodial IV

FOOD SERVICE DEPARTMENT

Seniority shall accumulate within group as follows:

GROUP I RESTRICTED POSITIONS

Coordinator
Head Cashier

GROUP II SENIORITY POSITIONS

Delivery/Stock/Mail
Cook/Baker
Food Service I
Cashier
Food Service II

GROUP III SENIORITY POSITIONS

Lunchroom Ass't/Stock
Ass't Cashier

3. The Employer shall prepare and post an updated seniority list in each building by October 15 of each year. An updated transportation seniority list shall be provided at the August drivers' meeting.
4. Probationary employees shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. All new employees shall serve a probationary period of ninety (90) actual work days. The probationary period may be extended an equal amount of time by mutual consent of the Union and the Employer.

ARTICLE IX

VACANCIES, PROMOTIONS, AND TRANSFERS

1. All job vacancies shall be posted on departmental bulletin boards in each building for a period of five (5) working days. The posting shall include the qualifications and background needed, a brief job description, and job location.
2. Any employee may apply for the vacancy by signing the posting and personally calling or contacting the supervisor for an interview. The local president, chief steward or department steward may sign on behalf of any employee on vacation or paid sick leave; the officer must also inform the supervisor that he/she has signed on behalf of any employee.
3. Vacancies in all classifications, except maintenance, food service coordinator, food service head cashier, custodial I and specialties technician positions, will be filled by the most senior qualified employee in the district using the current seniority list. All maintenance vacancies shall be filled by the most qualified applicant, except when qualifications are equal, the most senior person shall be selected. The successful employee shall be notified within one (1) week following his/her selection. At the Employer's discretion, a new assignment may not begin until all vacancies created by the original vacancy have been filled.
4. The Employer agrees that all job vacancies shall, insofar as possible, be filled from within existing personnel resources in accordance with the above provisions. Custodial II vacancies shall be filled from Custodial III. In filling a Custodial III vacancy, Custodial IV applicants shall be given preference.
5. Any employee who is a successful bidder for transfer or promotion may not bid on any job for twelve (12) months from the date of the successful bid. For the purpose of this Agreement, the date of the notification of success would be sufficient. The twelve (12) month eligibility clause may be waived by mutual consent of the Union and the Employer.
6. A. Except for Maintenance and Food Service, an employee who has been granted a transfer to a vacancy within his/her classification will have a trial period in the new position not to exceed thirty (30) work days. The trial period must be taken only after the transfer has been awarded by the employer. The purpose of the trial period is not to allow every employee, regardless of qualifications, to have 30 work days to try a new job. Food Service employees who have been granted a transfer to a vacancy within the department will have a trial period in the new position not to exceed ten (10) work days. The trial period must be taken only after the transfer has been awarded by the employer. The purpose of the trial period is not to allow every food service employee, regardless of qualifications, to have 10 work days to try a new job. If, for any reason, the employee cannot meet the requirements of the new position, he/she may return to his/her former position by mutual agreement of the employee and administration. During the trial period, a substitute employee may be hired for vacated positions, or if feasible, the Board may by way of temporary transfer within the department move people up, with mutual agreement, so that a substitute is hired for the lowest classification.

- B. When a Maintenance employee is promoted to the next highest maintenance classification he/she shall initially serve a sixty (60) work day qualifying period in the new classification. The employee shall be evaluated at the thirty (30) and forty-five (45) work day level using the appropriate evaluation form found in Appendix A. Procedure for Utilization of Support Staff Evaluation Tool.

If for any reason, the employee cannot meet the requirements of the higher classification within the sixty (60) work day qualifying period, he/she may return to his/her former position by mutual agreement of the employee and administration.

7. All employees shall have the right to refuse a permanent promotion or transfer without loss of seniority, except if it's for the maintenance of discipline or layoff. Maintaining discipline includes non-cooperation, areas of need where meeting the physical demands of the job require special consideration as determined by Administration and not assigning relatives to the same building. No proof of fault is required. Temporary work assignments do not fall under this section as all employees may be assigned varying duties throughout the year. Temporary includes summer. Emergencies are excluded.

8. A. A temporary work assignment, except for summer, shall not exceed thirty (30) work days. Any extension of a temporary work assignment shall be by mutual agreement between the union and the employer.

- B. A sub will be used in any absence in the Food Service Department until the employee gives notification that he or she will be gone for an extended period of time.

When an extended absence (more than 10 days with advance notice from the employee) occurs in the Food Service Department, the position will be considered a temporary vacancy, not to exceed twelve (12) months. The position will be posted internally and awarded to the most senior food service person signing the posting.

If at the end of the twelve (12) months, the employee has not returned to work, all affected employees will return to their original positions and the original temporary vacancy will be posted internally as a permanent position and awarded to the most senior food service person signing the posting.

The position will be posted as a temporary vacancy in August if the twelve (12) month period has not been reached.

In the case of unavailability of subs, the coordinator or delegated employee will fill positions with available staff to the best of their ability which may result in less than total staff.

9. In reviewing the applications for vacant position(s), the Board shall fill the vacancy based on qualifications as stated in the job description, skills, abilities, and experience of each applicant.

10. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status.

11. By mutual agreement, employees may be assigned outside their classification for training purposes.
12. All promotions in the Custodial/Maintenance Department will be awarded through employee selection procedures jointly developed by the Union and Employer through the Custodial/Maintenance Council. The Custodial III position shall be the entry level position for all new full time custodial hires. The number of Custodial II personnel shall always be equal to the number of Custodial III personnel by a factor of three (3). In no event shall there be less than 21 Custodial II's unless there is a reduction in work force.

ARTICLE X

REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

1. No employee shall be laid off pursuant to a necessary reduction in the work force unless the employee shall have been notified of said layoff at least fourteen (14) calendar days prior to the effective date of layoff. In the event of a necessary reduction in the work force, the Employer shall notify the employees in those positions in writing (personally delivered or by certified mail). Employees whose positions have been eliminated due to a reduction in the work force or who have been affected by a layoff/elimination of position shall have the right to assume a position in their department for which they are qualified, which is held by a less senior employee. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified for a vacant or newly-created position.
2.
 - A. If there is a layoff within a classification, all long term substitutes will be laid off first. A long term substitute shall be defined as a substitute whose assignment is longer than ten (10) consecutive regular work days.
 - B. If additional layoffs are necessary in the affected classification, then probationary employees employed in that classification shall be laid off.
 - C. After all probationary employees within the classification have been laid off and further layoffs are needed, non-probationary employees within the classification shall be laid off beginning with the least senior employee.
 - D. A laid off employee shall be offered the work of any or all long term substitutes in the affected classification. This shall be done by seniority.
 - E. The Employer is not obligated to employ a laid off employee as a long term substitute for more hours per week than what the laid off employee was working at the time he/she was laid off.
3. When an employee has personally received written notice of layoff (i.e., personally delivered or by certified mail), the affected employee shall notify the Employer in writing within three (3) days, excluding Saturdays, Sundays, and holidays (when school operations are completely closed) of his/her desire to bump.
4. Bumping Procedure
 - A. Bumping shall occur only within a department as set forth below:

TRANSPORTATION DEPARTMENT

1. Special Education Runs / Regular Education Double Runs *
2. Regular Education Single Runs

*In the event one run is dropped from a double run, it shall be considered a "layoff" for bumping purposes. In addition, if a Special Education run time is cut by fifty percent (50%) of the time set at the beginning of the school year, it will be considered a layoff for bumping purposes.

TRANSPORTATION SERVICE DEPARTMENT

1. Mechanic I
2. Mechanic/Maintenance III
3. Mechanic's Helper
4. Service Person

MAINTENANCE/CUSTODIAL DEPARTMENT

1. Maintenance I
2. Maintenance II
3. Maintenance III
4. Custodial I
5. Custodial II
6. Custodial III
7. Custodial IV

FOOD SERVICE DEPARTMENT

GROUP I RESTRICTED POSITIONS

Coordinator
Head Cashier

GROUP II SENIORITY POSITIONS

Delivery/Stock /Mail
Cook/Baker
Food Service I
Cashier
Food Service II

GROUP III SENIORITY POSITIONS

Lunchroom Ass't/Stock
Ass't Cashier

- B. In the event of a layoff, bumping shall be implemented first within the affected classification. All bumping shall be done at a meeting of the entire department called by administration. Bumping shall take place in order of seniority and qualifications; a laid off employee or an employee who has been bumped may bump any person in the classification with less seniority. If a person(s) is bumped out of a classification he/she may bump a less senior person in a lower classification provided the department has more than one (1) classification. The end result must be that the least senior person(s) is laid off in the lowest classification.
- C. Employees shall only be allowed to bump into another department, except maintenance, if they have previously earned enough seniority in that department with which to bump.

- D. Employees who bump down or into another department (as specified in 3) shall have a trial period of thirty (30) calendar days to show proper ability. Such trial period may be extended thirty (30) calendar days upon concurrence of the Employer and the Union.
5. Recall - Laid off employees shall be recalled in order of seniority within the classification, with the most senior employee being recalled first to any position within their classification. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the five (5) day period. Employees recalled to full time work for which they are qualified are obligated to take said work. An employee who declines recall to full time work for which he/she is qualified shall forfeit his/her seniority rights. Employees on layoff shall not accrue seniority during the period of such layoff if it exceeds 10 days.

ARTICLE XI

WORKING CONDITIONS

1. A. Rest breaks shall be fifteen (15) minutes in length and shall be paid. Employees shall be permitted to take rest breaks depending on the daily number of continuous hours worked as follows:

<u>Number of Hours Worked</u>	<u>Rest Breaks</u>
More than six (6) continuous hours	2
Four (4) hours up to and including six (6) continuous hours	1
Less than four (4) continuous hours	0

No breaks will be taken during the first or last hour of a shift. Rest breaks will be scheduled or authorized by the immediate supervisor and must be taken on the Employer's premises, at the work site.

- B. Where mutually agreeable, the work shift for full time employees shall consist of eight (8) consecutive hours with two (2) paid breaks of 15 minutes and no unpaid lunch period. Hours to be determined by immediate supervisor.
2. The Employer may subcontract work if (a) the skills needed to perform the work are unavailable within the bargaining unit, or (b) the Employer does not have the equipment necessary to complete the job. In no event shall such contracting reduce the hours or working conditions of the bargaining unit members.
3. Each driver must keep his/her bus safe by posting the "empty" sign after each run, keeping all safety items (such as emergency equipment, clean up kit in good condition and doorways, mirrors, windows) clean. Refer to Appendix A, Section L. In the event a

driver does not keep the inside of his/her bus clean, the time paid for in between runs will be forfeited and the violation will fall under the Disciplinary Procedures of Article XXIV.

4. The Employer will make every effort to maintain a safe working environment. Employees are expected to bring hazardous or unsafe conditions to the attention of the Employer. Where hazardous conditions exist that present a threat to the safety of the employee, the employee shall not be forced to perform the work until the hazard is removed.
5. All overtime in each classification, except maintenance, shall be assigned on a rotation basis from either an alphabetical list or a master seniority list.
 - A. **Overtime for transportation** shall operate as follows--All overtime shall be assigned on a rotation basis from an alphabetical list of employees. Employees desiring overtime assignments must submit their names in writing to their immediate supervisor.
 - B. **Overtime for food service** shall operate as follows--All overtime shall be assigned on a rotation basis from a master food service seniority list. Any employee not desiring overtime assignments must inform his/her immediate supervisor in writing.
 - C. **Overtime for custodial employees** shall operate as follows--All overtime shall be assigned on a rotation basis from a master custodian seniority list. Any employee not desiring overtime assignments must inform his/her immediate supervisor in writing. An employee assigned overtime in a building other than his/her own, must familiarize himself/herself with the new building. This must be done by visiting the building and talking to the custodian in that building to learn the whereabouts of equipment, written instructions from the party planning to use the building, and to obtain any necessary keys, etc.
 - D. Employees shall be contacted Monday through Wednesday during their regular scheduled working hours for scheduled overtime. In the event the employer is unable to contact the employee as provided above, the employer shall make every reasonable effort to contact the employee by telephone at the employee's place of residence. In the event the employer is unable to contact the employee by telephone prior to the scheduled overtime, the employee shall be notified of the attempt to contact and shall be offered the next available overtime in the next rotation.
 - E. Employees who work in buildings without hall bells connected to their phone systems shall be contacted on their breaks or in person.
 - F. The employee when contacted for overtime must give an immediate "yes" or "no" response. If the employee who is scheduled for overtime cannot do so because of a personal emergency, the next person on the overtime list, when called, will not lose his/her place if not able to work.
 - G. Scheduled overtime that is received by the supervisor later than Wednesday will go to the next person on the overtime list using the procedures described in this article.

- H. In case of emergency, overtime will be assigned to an employee at the employer's discretion. However, unlike scheduled overtime, it will be the supervisor's responsibility to see that the employee has the necessary keys and instructions to do the job.
 - I. In the event that no employee on the list described in either subsection (b) or (c) above accepts an overtime assignment, the employer shall have the right to assign overtime. When this occurs, the whole master custodian seniority list shall be rotated in reverse for the mandatory overtime.
- 6. Those employees who are hired to take the place of an employee temporarily absent due to illness, vacation, etc., shall, for the purpose of this agreement be considered substitute employees and shall not accrue seniority or any other rights under this agreement.
 - 7. Employees desiring to improve themselves and learn new job skills in the school district may, upon written request, be given the opportunity to learn a particular job by mutual agreement by both parties. Food Service mentoring program will be offered to insure continuity of program.
 - 8. Drivers are required to complete permanent route maps and passenger lists to be turned in to the Transportation Director's office on or before the last Monday in September. A tentative passenger list must be on the bus and in the office on or before the second Monday in September. In the event a driver does not complete the required maps and lists, the time paid for in between runs will be forfeited and the violation will fall under the disciplinary procedures of Article XXIV.

ARTICLE XII

WORK WEEK, HOURS, ASSIGNMENTS

- 1. Work Week
 - A. A regular work week shall consist of five (5) consecutive days, Monday through Friday, except as follows:
 - B. A second shift consisting of a regular work week of Sunday through Thursday (five (5) consecutive work days) shall be established.
 - C. A second shift consisting of a regular work week of Tuesday through Saturday (five (5) consecutive work days) shall be established.
 - D. It is understood that the deviations in the work week set forth in B, and C above shall not cause the employee to lose any right, benefit or wage by his/her acceptance of the job.
- 2. Assignment of Regular Bus Runs
 - A. The Transportation Director shall call a meeting of all bus drivers each year on the second Friday before Labor Day and in the month of January, if necessary. At that meeting, all available bus runs will be posted and selection will be according to seniority. Drivers may keep the same run they had the previous year if it is still scheduled, or they may opt to select one of the available runs by order of seniority. The new assignments will be effective at the beginning of the semester. The Employer has the right to control the transfers to or from a maximum of three (3) runs in any one school year.

The driver has the responsibility to attend the August organizational meeting and remain for the entire process. If the driver leaves the organizational meeting he/she forfeits all rights to anything that might become available. If the driver must leave for regular scheduled work hours or an emergency, a union steward may sign for said employee upon their request. The steward must notify the Transportation Director. See Article IX, Section 2.

- B. If a regular run is permanently vacated during a semester, this run shall be posted and awarded within seven (7) working days. A substitute driver may be assigned to such a run until such a run is posted and bid. If a driver takes a personal leave, the run will be reposted immediately and awarded after 30 days if the driver does not return from the personal leave. See Article XIV, Section 2., Personal Leave.

3. Assignment of Special Education Runs

At the August organization meeting, all bargaining unit members interested in substituting on Special Education routes will have the opportunity to sign the list to be a Special Education substitute.

Each Special Education driver shall have a primary substitute from that Special Education list. The list of those signing shall be organized in order of seniority beginning with the most senior driver and in rotation thereafter. The driver shall select the Special Education route for which he/she will be primary substitute. These will be permanent assignments for the school year.

A special education substitute shall be paid special education drive time for three (3) days to learn the special needs of the students and the route. The three (3) days training will be assigned by the Transportation Director as soon as possible. When a special education driver is unable to fulfill their obligation, their primary substitute will be used to fill the route, including any special education noon run.

If the primary substitute cannot fill the assignment, a substitute will be assigned by seniority from the list of bargaining unit members who signed the special education substitute list at the August organizational meeting. If the list is exhausted without finding a substitute from that list, the route will be assigned to the least senior driver on the Special Education substitute list.

All drivers of Special Education routes must be CPR certified.

4. Assignment of Extra Bus Runs

- A. Extra runs are those that follow no pattern, regularity or schedule. The Transportation Director and/or his/her designee will keep an alphabetical list of bus drivers wishing to participate in extra runs, to be reassigned each August at the organizational meeting if the driver wishes to remain on the list. The list will continue from year to year alphabetically. Substitute bus drivers shall not be included on the rotation list. If a person has been assigned a run and turns it down for a reason other than their participation in the rodeo, safety team, jury duty, personal leave, family emergency, i.e. hospital, death, or at the discretion of the director, they will be skipped on their next signed trip.

- B. Extra run drivers who turn down an extra run after the run has been assigned will lose their next signed trip. Trip sheets will determine the conditions of the extra run. The employer reserves the right to assign all scheduled runs to specific

drivers (i.e. Spring athletic runs and those that normally occur during regular bus transportation hours). Drivers may sign for extra bus runs at times other than the August organizational meeting. However, the drivers will have to wait for the next rotation to become eligible for an extra run.

C. Copies of all trip sheets for the week will be posted by Tuesday of the week prior to the extra run. Drivers must sign their name and number of preference, in a legible manner, for all trips that are posted for each day. This must be done by Thursday night of the week posted. Trips will be awarded by Friday night for the week.

- 1). Drivers must follow the above procedure to insure they receive the extra run they are interested in. If this procedure is not followed, the Director at his/her discretion may assign the driver to any one of the trips he/she signed for that day.
- 2). Late trips will be posted as soon as possible and will be assigned to the next driver in rotation who does not have a trip for that day.
- 3). If a run has been canceled, that driver will receive his/her choice of the next day of available trips regardless of the amount of hours involved. If the driver is not able to accept the make-up trip, he/she will not be penalized. If the make-up trip is accepted and then turned down, he/she will be penalized. See Article XII, Section 4B. If a driver misses a turn in rotation due to the rodeo, that driver will receive their choice of the next trips that are available and equal to the hours missed.

5. Other Runs

A. Shuttle Runs - Each run shall be posted separately.

Shuttle runs, both regular and special education, shall go to the most senior driver out of that school. A shuttle that goes out on a regular basis shall be assigned to the same driver. Shuttles that have no buses in the immediate area shall go to the closest senior driver available. The Transportation Director has the right to design the shuttle route in the best interest of all concerned, both economically and efficiently.

Special Education shuttles will be bid by seniority to special education drivers. If all special education drivers decline any available shuttles, the special education driver(s) with the least amount of seniority must accept the available shuttle.

On days that it is not necessary for a shuttle run to operate, the driver must notify the Director and must be available for work in the transportation department to receive pay for the time normally worked. If that person does not desire to be available for work, he/she may opt to forfeit their pay for the period of time involved. This does not apply to days when school is not in session. Example: 1/2 days or other scheduled days off.

B. Noon Runs

- 1.) Noon Run is defined as any regularly scheduled run between 9:30 a.m. and 2:00 P.M., Monday through Friday, when school is in session. This includes, but is not limited to Kindergarten, P.P.I., North Service Unit Special Education, Vocational Runs, and Band Runs. Each run (which may be a combination of the aforementioned elements) shall be posted

separately and shall be subject to the same selection process as set forth in Section 2 above.

- 2.) At the August organizational meeting, all bargaining unit drivers interested in substituting on noon routes will have the opportunity to sign a list to be a noon run substitute. Drivers signing this list who wish to learn other runs will have to do so without pay. When a substitute is needed, the requesting regular driver must first notify the Transportation Director or his/her designee by no later than 8:30 am on the day of need for permission to be excused from said run. If the primary substitute is not available, a substitute will be assigned from the list of bargaining unit members who signed the noon run substitute list. Assignment shall be by seniority in rotation order. If the list is exhausted without finding a substitute from that list, the Transportation Director or his/her designee may assign the route to any qualified driver or substitute from outside the bargaining unit.

If all attempts to cover said assignment fail, the assignment will be assigned to the least senior driver who is not working at the time.

Each noon route driver shall have a primary substitute from within the bargaining unit. The primary substitute shall be paid drive time for the first three days of kindergarten each year to assist the driver in training students in safety procedures and learning the route. Any bargaining unit driver without a noon route may volunteer to be a primary substitute; drivers willing to substitute must sign up at the August organizational meeting. Anyone who becomes interested in signing the noon rotation list after the August organizational meeting may do so but may not bump the established primary substitute from his/her position. The list of those signing shall be organized in order of seniority. Beginning with the most senior driver, and in rotation thereafter, the drivers shall select the route for which they will be the primary substitute. These will be permanent assignments for the school year.

When a noon run primary substitute needs a replacement, the primary substitute has the responsibility of notifying the Transportation Director and/or his/her designee by 8:30 a.m., on the day the replacement is needed. The primary substitute will be replaced by a driver who has signed the noon run rotation list.

If the list is exhausted without finding a substitute, the Transportation Director or his/her designee may assign the route to any qualified driver or substitute driver from outside the bargaining unit. If all attempts to cover said assignment fail, the assignment will be assigned to the least senior driver who is not working at that time.

- 3.) If a regular noon run is vacated during the course of a semester because of an extended illness, then that driver's primary substitute shall be assigned to the run for a period not to exceed three (3) months, or until the Board grants the regular driver an extended leave whichever is the shorter period of time. After such time, the most senior driver eligible for the next regular noon run shall be assigned the run. When the regular

driver is able to return to work, he/she shall also return to his/her regular noon run.

The above procedure shall be applied only on a per incident basis.

C. Special Education Considerations

- 1.) At the August bid meeting when no special education shuttles exist, special education drivers who have the seniority to drive a noon run may bump into a noon run until shuttles build to equal noon run time. As soon as the shuttles build enough to equal their noon run time, the driver will take special education shuttles and vacate the noon run if the driver desires to do so.
 - 2.) Special Education drivers can only return to noon runs once in a school year. The driver will return to the same noon run or one of equal value.
 - 3.) Until special education shuttles build to equal noon run time, special education drivers may take their noon run off to drive special education shuttles. When special education drivers take their regular education noon run off, the primary substitute will cover the route.
 - 4.) Noon runs that were vacated by special education drivers will be immediately posted and filled within five (5) working days of special education driver departure. During the five (5) day posting, the primary substitute will drive the route.
6. No person shall drive a bus at any time where there is a regular bus driver available and willing to complete the run and responsibility, except in an emergency.
7. Summer Runs
- A. All summer runs, including Muskegon County Centralized Special Education Runs, will be posted and bid for the summer months, each school year. Primary substitute positions will also be posted and awarded at the same time.
 - B. Summer runs are defined as any run other than an extra run from the day following the last day of school until the last day preceding the start of the next school year. Lake Michigan Day is a regular summer run.
 - C. If there is a need for a substitute driver for any summer run, including the Muskegon County Centralized Special Education routes, the primary substitute for that route will be called. If the primary substitute is not available, then the substitutes on the summer rotation list will be called. If these lists are exhausted without finding a qualified substitute, the transportation director may assign the route to any qualified personnel.
 - D. Substitutes for summer bus runs are those regular drivers who were not selected for the regular summer runs. Rotation will be by seniority. If on occasion additional drivers are needed, these too shall be taken from the list of summer substitutes.

ARTICLE XIII

PAID LEAVES

1. Sick leave

- A. Full year employees shall earn sick leave at the rate of one (1) day per month of work up to twelve (12) days per year with unlimited accumulation. School year employees shall earn sick leave at the rate of one (1) day per month of work up to nine (9) days per year with unlimited accumulation. A day shall be defined as the regular number of hours in the employee's normally scheduled work day.
- B. During their first year of employment, full year employees shall be limited to earning only five (5) days and school year employees shall be limited to earning only three (3) days. Upon completion of the first year, employees shall earn sick leave as described in subsection A. above.
- C. New employees hired after June 30, 1990 and who work less than four (4) hours shall not be eligible for any sick leave.
- D. Sick leave shall be granted for the following reasons:
 - 1). Any illness or disability an employee may contract or injury that he/she may suffer preventing his/her ability to perform normally and safely at work.
 - 2). Any contagious disease, as defined by the Health Department, that he/she may experience through which the health of others would be endangered by his/her attendance on duty.
 - 3). Illness or injury in his/her immediate family which would require the employee's presence due to a life and death condition. A doctor's verification will be necessary.
 - 4). The day of major surgery for a spouse or child. A doctor's verification will be necessary.
 - 5). For provision 3). above, immediate family shall be defined as spouse, parent, step parent, child, adopted child, step-child, foster child, mother-in-law and father-in-law.
 - 6). To extend bereavement as specified in section 3 of this article.
- E. When an employee notifies his/her designated supervisor that he/she will not be in for work, the employee will personally give the Employer the reason for being absent (in rare cases it would be necessary for someone else to call) and any special doctor orders that would require him/her to be outside of his/her legal residence. An employee who works at another job within 24 hours of his/her absence from the school job will not receive sick pay. To be eligible for sick leave pay, an employee must turn in a signed absence report.
- F. An employee may elect not to use any of his/her accumulated sick leave. This request must be in writing.

2. Unused sick leave, as subject to this Agreement, may be accumulated from year to year with no maximum for all employees.
3. Bereavement - Utilization of such leave shall be for the purpose of attending the funeral or making funeral arrangements in the case of the death of employee's parent, step parent, father-in-law, mother-in-law, spouse, children, adopted children, step children, foster children, brother, sister, brother-in-law, sister-in-law, grandparents or grandchildren. This leave shall be for a maximum of five (5) days per death and shall not be deducted from sick leave. Bereavement days shall not be counted as a vacation day or holiday.

One day leave shall be granted for attending funerals for persons other than in the immediate family. One additional day shall be granted for attending funerals held more than 200 miles from Muskegon. In the event more days are needed than the days allowed above, the Employer may grant an extension. The extension may be charged to the employee's accumulated sick leave at the Employer's discretion. This time is not to be used for recreational or such activities contrary to the purpose of this leave. Violation of this section shall be construed as an unexcused absence and subject to discipline under Group 2 "D" of the Disciplinary Procedure, Article XXIV.

4. Worker's Compensation
 - A. The Employer shall provide Worker's Compensation protection for all employees as required by law.
 - B. Employees shall promptly report all work-related injuries or illnesses to their supervisor, and complete the necessary forms as soon as possible.
 - C. An employee's absence from duty due to a service connected disability for which he/she is receiving loss of wages Worker's Compensation benefits, shall not be compensated for, or deducted from his/her sick leave, unless no Worker's Compensation is to be received and therefore the period may be paid under sick leave (less than a seven (7) day disability). A day's sick pay will have one (1) day deducted. The Employer will be reimbursed if the Employer pays sick leave during a "waiting" period that eventually extends to seven (7) days (Worker's Compensation days).
 - D. Seniority shall continue for all employees absent due to injury or illness covered by the Worker's Compensation Act.
5. Employees who are called for jury duty, or to serve as a witness, shall receive the difference between their regular earnings for that day and the pay received from the Court for such services. Moneys received from the Court for expenses shall not count as pay. A check stub from the Court shall be presented to the Employer as verification. If the employee is excused, or if court recesses by noon for the day, the employee must call his/her supervisor for instructions. This section shall not apply where the Union and/or employee is involved in a suit against the Employer. Second shift employees will not be expected to report for work only if selected for a jury and if the jury is in session all day. If the court adjourns for the day at noon or before, the employee will be expected to report for work.
6. The employee shall not lose pay when appearing as a witness in a case connected with his/her employment by the school, or in support of litigation initiated by the school.

7. At the beginning of each work year, each employee shall be credited with one (1) personal day to be used under the following conditions:
 - A. Employees desiring to use such leave shall submit their request on the application form (provided by the Board) at least five (5) working days in advance of the anticipated absence except in cases of emergency; in such case, the employee shall apply as soon as possible. This form must be filed with the immediate supervisor.
 - B. Such leave shall not be used for seeking other employment, rendering services, working either with or without remuneration for themselves or anyone else.
 - C. Such leave shall not be granted for the first working day preceding or following a vacation period or holiday (exceptions; graduation exercises for the employee, spouse, child, or honors convocation honoring the employee and/or military departure of a child or in an emergency as determined by the department administrator, employee's birthday or anniversary).
 - D. If the day is not used, it shall be added to the employees accumulated sick leave.
 - E. The day may be split into two (2) half days at the employee's discretion except in the case of bus drivers who have three (3) runs. In that case, split days will be dealt with individually and on an hourly basis.
 - F. Day shall be defined as the length of the employee's normal working day.
 - G. Food Service employees shall not be granted time off, including their personal day, except for jury duty, illness or a death in the family, graduation exercises for the employee, spouse, child, or honors convocation honoring the employee and/or military departure of a child, the last ten (10) working days of the school year. These ten (10) days will be determined by the last meal served in each building.
8. At the beginning of each work year, the Union shall be credited with eight (8) working days to be used by employees who are officers of the Union, such use to be at the discretion of the Union. These days shall be made available to the Union without cost. Requests for the use of these days must be made ten (10) days in advance during the school year. If days are to be used during the summer recess period, application must be made at least thirty (30) calendar days in advance.
9. A member elected to any state level position shall be granted release time to attend the various board or committee meetings without compensation.
10. Sick leave may be reviewed by the Union and the Employer for the purpose of correcting possible abuses. Others may be authorized to attend as requested by the Employer. A committee employee will lose no pay for time so spent. The Employer reserves the right to make the final decision as to the allowing of sick leave if the committee is to meet or not.

GUIDELINES

1. All employees are expected to report to work as scheduled and to work their scheduled hours and any required overtime. Employees will be charged with an absence occurrence when they fail to report for their scheduled work hours. Similarly, workers who leave early, are tardy for work, or extend authorized breaks past their official limits may be charged with a partial absence occurrence.
2. Absences for which employees will be charged an occurrence include failure to report for such reasons as an illness or accident for which a physician was not consulted, other than those officially recognized by the employer (i.e. weather related closings). Several days taken for one illness or accident will count as one occurrence, as will hospitalization. Absences that will not result in an occurrence charge include those involving weather related closings officially recognized by the employer, (Custodial/Maintenance employees are expected to report for work unless notified otherwise) sick days for which a physician was consulted, personal days, emergencies, association leave, vacations, jury or military duty, work related injuries or illness, hospital confinement, and the use of authorized bereavement leave. The employer has the right to require employees to submit a doctor's note or undergo a physical examination to verify a claim of illness or injury. Employer will pay at their expense the employee's doctor.
3. Employees must notify their supervisor in advance when possible - and in no case later than one (1) hour before their starting time - of their inability to report for work as scheduled. If a supervisor cannot be reached, workers should inform the personnel office as soon as possible that they will not be able to show up for work. In providing this notification, employees should give a reason for their absence and an estimate of when they will return to work. Supervisors will maintain written records of employees absences and tardiness, which will include the reasons given by employees for missing work.
4. Employees who are absent for three consecutive working days without notifying the employer are subject to termination.
5. Once employees have accumulated a total of six occurrences in a 12-month period, their supervisor will discuss with them the reasons for their absences and the organization's need for regular attendance by all workers. The accumulation of two more additional occurrences within the 12-month period will result in an oral warning. The ninth occurrence will elicit a written warning; the 10th, a three-day suspension; and the 11th, a 10-day suspension. Employees who are charged with 12 occurrences within a 12-month period will be subject to discharge. Supervisors will provide counseling and assistance at each step of this progressive procedure.
6. Full-year employees who have a perfect attendance record for a period of twenty-six (26) consecutive weeks will earn one (1) incentive day, to be used during the following twelve (12) month period. This incentive day may be applied for when the employee believe they are entitled to a day by using the personal day application as described in Article XIII, Paid Leaves, Section 7A. This day may be used by itself or to extend a vacation period. If for any reason this day is not used, other than the supervisor's denial of a request to use the day, by the end of the twelve (12) month period, the time will be lost and added to the employees sick leave.

School year employees who have perfect attendance for a three (3) month period are entitled to have one occurrence expunged from their records. School year employees who have a nine (9) month perfect attendance record will earn one (1) incentive day. School year employees will earn their additional day September 1, through May 31, of each school year, beginning on September 1, 1990. The incentive day may be used from September 1 through January 1, of the following year. If for any reason this day is not used by January 1, the time will be added to the employees sick leave. Less than four (4) hour a day employees will lose the day if not taken per this paragraph.

The employer will notify the employee in writing when such an additional day has been earned.

7. In dealing with attendance problems - especially those involving an illness or physical or mental incapacity to report to work, the employer will consider all the facts and circumstances of a particular case, including the employee's overall attendance, reasons for missing work, and prospects for future improvement and maintenance of an acceptable attendance record. The employer reserves the right to make exceptions to the disciplinary procedures outlined above in the interest of fairness and to make accommodation through the Americans with Disabilities Act.
8. Bus Drivers who only take their noon run off will not be charged with an absence occurrence as described in paragraph 1 above, as long as the absence from the noon run is for the following; doctor or dentist appointment, hospital test, family emergency, injury or accident, illness, other school business or any legal business that can not be conducted after normal work hours as approved by the Transportation Director or his/her designee. See Article XIII, section 1e. The driver shall be charged with an occurrence if Article XII, section 5.b.2 is not followed.

ARTICLE XIV

LEAVES OF ABSENCE - UNPAID WAGES AND FRINGES

1. Leave Procedures - All requests for leave of absence will be submitted in writing to the employer two (2) weeks in advance of the anticipated leave. The employer will notify the employee one (1) week prior to anticipated leave. All such leaves are subject to having the District able to cover the leave with personnel without subjecting the District to personnel shortage as covered under Article XXIV. Days off in general will not be authorized from two (2) weeks before school starts to four (4) weeks after school starts following summer vacation; the same applies to one (1) week after the end of the regular school year.
2. Personal Leave - An employee who has completed his/her probationary period may be granted a leave of absence for personal reasons without pay for a period not to exceed one (1) year, provided he/she requests such leave in writing and receives advance written permission from the Employer. Employees exercising their rights under this provision shall maintain but not accrue seniority and must return to the position from which he/she took leave if his/her leave was for thirty (30) days or less, or to the next available position in his/her classification that is open if the leave is for more than thirty (30) days but not more than one (1) year.
3. Maternity Leave - A woman who is within eight months of childbirth, as supported by a doctor's signed affidavit, shall be entitled to a leave of absence not to exceed one (1)

year. Upon release to work from the attending physician, such employee shall notify the Employer of her intent to return within ten (10) days of being released, and the Employer must reinstate her to her former position within ten (10) working days of receipt of such notification if her leave is six months or less and to the next opening in her category if the leave is for six (6) to twelve (12) calendar months. Any vacancy caused by this provision shall not be subject to the posting provisions.

Notwithstanding Article VIII, Seniority, Section 1, when an employee is absent due to maternity leave, that employee's seniority shall continue for up to three (3) months. If the leave extends past three (3) months, the seniority will stop at the third month and continue when employee returns to work.

4. Military Leave - A military leave 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, or who shall enlist, volunteer, be called, or otherwise make him/herself available for active duty in the National Guard or Reserve.

The reinstatement rights of any employee who enters the Military Service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist to avoid being drafted during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

5. Extended Illnesses - Those employees who as a result of extended illness have used all of their accumulated sick leave and who require additional time off due to such illness, shall be allowed up to one year of unpaid sick leave only if requested in writing. If not requested, they shall be terminated when paid sick leave ends. Vacation time may not be used to become eligible for holiday pay or any other fringe. Although officially and automatically terminated at the end of the one (1) year of requested unpaid sick leave, the employee would retain the right to return to any open position which he/she were working. Any employee hired to take the place of an employee off on paid or requested and granted unpaid sick leave shall enjoy employment only for the term of the sick leave. Vacancies caused by persons being on sick leave shall not be posted.

6. Parental Leave - An employee shall be entitled, upon request, to a parental leave of absence, without pay, for up to two (2) years. Such leave shall commence immediately after the birth of a child, receives de-facto custody of an infant child, receives custody of a minor child or, prior to receiving custody of said infant or minor child if such is necessary, as determined by the employee, to fulfill the requirements of adoption. A request for leave shall include the beginning and anticipated ending date of the leave. The request for leave must be submitted to the Superintendent of Schools sixty (60) days prior to commencement of leave or ninety (90) days prior to the end of the school year, whichever comes first; and in cases of child adoption or the death of either parent, whenever possible. After notifying the district of a desire to return to active employment, the employee shall be assigned to his/her former position or, if the former position is no longer open, to a position of like nature. During said leave, seniority will not accrue nor shall the employee be advanced on the wage schedule.

ARTICLE XV

HOLIDAYS

1. All full year employees shall receive the following paid holidays:
 - Fourth of July
 - Labor Day
 - Thanksgiving
 - Day after Thanksgiving
 - Day before Christmas
 - Christmas
 - Day before New Year's
 - New Year's Day
 - Good Friday, 1/2 Day
 - Memorial Day

2. All school year employees except Bus Drivers shall receive the following paid holidays:
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Day before Christmas
 - Christmas
 - Day before New Year's
 - New Year's Day
 - Good Friday, 1/2 Day
 - Memorial Day

3. Bus Drivers shall receive the following paid holidays:
 - Labor Day
 - Thanksgiving
 - Day after Thanksgiving
 - Christmas
 - New Year's Day
 - Good Friday - Drivers shall receive an additional one-half (1/2) day's pay
 - Memorial Day

4. Should a holiday fall on Saturday or Sunday, it shall be celebrated according to the student school day calendar. If no school day is involved, it shall be celebrated on the following Monday. In the event that the day off is not possible, the employee will receive six days pay for five days work.

5. To be eligible for holiday pay, an employee shall work his/her last scheduled work day preceding and his/her first scheduled work day following such holiday. No employee shall be eligible for holiday pay while laid off or on unpaid leave.

6. Holiday pay shall be the employee's normal daily straight time compensation.

7. To be eligible for holiday pay under this article, a new employee must have worked at least thirty (30) days.

ARTICLE XVI

VACATIONS

1. Eligibility
 - A. All full year employees shall earn vacation at the following rate:

After one (1) year	5 days
After two (2) years	10 days
After five (5) years	12 days
After eight (8) years	13 days
After nine (9) years	14 days
After ten (10) years	15 days
After eleven (11) years	16 days
After twelve (12) years	17 days
After thirteen (13) years	18 days
After fourteen (14) years	19 days
After fifteen (15) years	20 days
 - B. The date of July 1, of each year shall be used to determine an employee's eligibility for vacation days. An employee who has less than a year of service as of July 1, shall have his/her vacation pro-rated, the number of pro-rated days to be taken after July 1. Vacations shall be determined by rounding off to the nearest half (1/2) day of vacation. From thenceforth, the employee shall be on the regular vacation schedule.
2. All employees who retire due to age or Social Security disability shall be entitled to his/her pro-rated accumulated vacation time.
3. At the employee's request, his/her vacation pay shall be paid four (4) days in advance of the beginning date of the vacation.
4. Employees shall be required to submit to the Employer a written request indicating their proposed vacation time off at least fifteen (15) calendar days prior to the start of such anticipated vacation. If there are two (2) or more employees who request the same vacation time off and both, or all, cannot be spared at such time, preference will be given to those employees with the greater seniority. Vacations not requested and/or taken during each eligible year will be lost to the employee except when the employer denies such valid time request or changes a scheduled vacation. Vacations will be allowed during the regular school year as service requirements permit.

ARTICLE XVII

COMPENSATION

Beginning July 1, 1990, any new employee shall begin at the beginning step of the appropriate pay scale. For purposes of moving to another step on the salary schedule, each employee will move up a step on the scale on July 1, of each year, providing they have worked for the district since January 1, of that year. They will move up one step on their own wage schedule.

1. WAGE SCHEDULES

<u>BUILDING & GROUNDS</u>		<u>95-96</u>	<u>96-97</u>	<u>97-98</u> Formula
Maintenance I	5 years or more	14.91	15.21	
	4 years	14.29	14.58	
	3 years	13.68	13.95	
	2 years	13.06	13.32	
	1 year or less	12.42	12.67	
Maintenance II	5 years or more	14.24	14.52	
	4 years	13.64	13.91	
	3 years	13.01	13.27	
	2 years	12.38	12.63	
	1 year or less	11.76	12.00	
Maintenance III	5 years or more	13.57	13.84	
	4 years	12.94	13.20	
	3 years	12.32	12.57	
	2 years	11.70	11.93	
	1 year or less	11.09	11.31	
Custodial I	5 years or more	12.91	13.17	
	4 years	12.75	13.01	
	3 years	12.65	12.90	
	2 years	12.55	12.80	
	1 year or less	12.44	12.69	
Custodial II	5 years or more	12.20	12.44	
	4 years	11.59	11.82	
	3 years	10.95	11.17	
	2 years	10.34	10.55	
	1 year or less	9.72	9.91	
Custodial III	5 years or more	9.45	9.64	
	4 years	9.13	9.31	
	3 years	8.82	9.00	
	2 years	8.42	8.59	
	1 year or less	7.91	8.07	
	Probationary	7.14	7.28	

Effective July 1, 1995, all new hires and currently employed custodial IV who have 3 years or less seniority shall be compensated according to the 6 step scale below.

Custodial IV personnel employed previous to July 1, 1995, shall be inserted into the steps closest to their hourly wages without a reduction.

BUILDING & GROUNDS

		<u>95-96</u>	<u>96-97</u>	<u>97-98</u> Formula
Custodial IV	5 years or more	7.67	7.82	
	4 years	7.54	7.69	
	3 years	7.41	7.56	
	2 years	7.27	7.42	
	1 year or less	7.14	7.28	
	Probationary	6.63	6.76	

Custodial IV with four (4) years or more seniority as of July 1, 1995, will use the two step scale below

Custodial IV (Grandfathered)

5 years or more	8.46	8.63
4 years	7.73	7.88

The Building and Grounds Department shall consist of the following classifications:

Maintenance I	Custodial I
Maintenance II	Custodial II
Maintenance III	Custodial III
	Custodial IV

Substitutes for Custodial/Maintenance will be paid at the beginning step of the classification they are working in.

TRANSPORTATION

		<u>95-96</u>	<u>96-97</u>	<u>97-98</u> Formula
Mechanic I	5 years or more	14.80	15.10	
	4 years	14.21	14.49	
	3 years	13.62	13.89	
	2 years	13.03	13.29	
	1 year or less	12.43	12.68	
Mechanic II/ Maintenance III	5 years or more	13.57	13.84	
	4 years	12.94	13.20	
	3 years	12.32	12.57	
	2 years	11.70	11.93	
	1 year or less	11.09	11.31	
Mechanic Helper	5 years or more	12.20	12.44	
	4 years	11.59	11.82	
	3 years	10.95	11.17	
	2 years	10.34	10.55	
	1 year or less	9.72	9.91	
Service Person	5 years or more	63.91	7.05	
	4 years	6.32	6.45	
	3 years	5.72	5.83	
	2 years	5.14	5.24	
	1 year or less	4.77	4.87	

Bus Driver	1995-96		1996-97		1997-98	
	Driving	D/T *	Driving	D/T	Driving	D/T
5 years or more	12.46	9.09	12.71	9.27	Formula	
4 years	11.87	8.51	12.11	8.68		
3 years	11.29	7.92	11.52	8.08		
2 years	10.70	7.32	10.91	7.47		
1 year or less	10.11	6.73	10.31	6.86		

Special Education Driver

5 years or more	12.79	9.39	13.05	9.58
4 years	12.20	8.79	12.44	8.97
3 years	11.61	8.21	11.84	8.37
2 years	11.02	7.62	11.24	7.77
1 year or less	10.42	7.03	10.63	7.17

Substitutes for the Transportation Department shall be paid at the 1st step.

*D/T indicates Down Time

FOOD SERVICE

		95-96	96-97	97-98
				Formula
District FS Coord.	5 years or more	12.46	12.71	
	4 years	11.85	12.09	
	3 years	11.23	11.46	
	2 years	10.61	10.82	
	1 year or less	10.00	10.20	
Head Cook	5 years or more	10.10	10.30	
	4 years	9.47	9.66	
	3 years	8.85	9.03	
	2 years	8.23	8.40	
	1 year or less	7.62	7.77	
Cook/Baker	5 years or more	9.89	10.09	
	4 years	9.26	9.45	
	3 years	8.66	8.86	
	2 years	8.04	8.20	
	1 year or less	7.42	7.57	
FS Ass't I	5 years or more	8.62	8.79	
	4 years	8.01	8.17	
	3 years	7.39	7.54	
	2 years	6.76	6.90	
	1 year or less	6.14	6.26	
FS Ass't II	5 years or more	8.01	8.17	
	4 years	7.40	7.55	
	3 years	6.77	6.91	
	2 years	6.15	6.27	
	1 year or less	5.53	5.64	

FOOD SERVICE		95-96	96-97	97-98 Formula
Head Cashier	5 years or more	9.33	9.52	
	4 years	8.71	8.88	
	3 years	8.10	8.26	
	2 years	7.47	7.62	
	1 year or less	6.86	7.00	
Cashier	5 years or more	8.21	8.37	
	4 years	7.59	7.74	
	3 years	6.98	7.12	
	2 years	6.36	6.49	
	1 year or less	5.72	5.83	
Ass't Cashier	5 years or more	7.83	7.99	
	4 years	7.21	7.35	
	3 years	6.59	6.72	
	2 years	5.97	6.09	
	1 year or less	5.36	5.47	
Lunchroom Ass't/ Stock	5 years or more	7.95	8.11	
	4 years	7.32	7.47	
	3 years	6.70	6.83	
	2 years	6.08	6.20	
	1 year or less	5.47	5.58	
Delivery/Stock/ Mail	5 years or more	11.17	11.39	
	4 years	10.55	10.76	
	3 years	9.94	10.14	
	2 years	9.32	9.51	
	1 year or less	8.70	8.87	

Catering \$6.00 per hour

Catering Coordinator will be paid per catering event as follows:

Event less than 200 people - hourly wage

Event more than 200 people - 1-1/2 time the hourly wage

Food Service substitutes, except for Delivery/Stock, shall be paid \$.50 per hour less than a first year Food Service II.

Delivery/stock substitute shall be paid \$7.00 per hour.

Food Service personnel with certification shall receive an additional \$.15 per hour.

Food Service Coordinator, Catering Coordinator and Nutrition Education Coordinator will be paid mileage when appropriate in addition to their certification and hourly wage.

2. Longevity will be paid to eligible employees as follows:

8 or 9 years of seniority, but less than 10	\$50 maximum paid each December
10 Years of seniority, but less than 15	\$125 maximum paid each December
15 years of seniority, but less than 20	\$200 maximum paid each December
20 years of seniority, but less than 25	\$300 maximum paid each December
25 years of seniority or more	\$375 maximum paid each December

The payment will be included in the first pay in December as a lump-sum payment with an IRS override. Less than a 2080 hour worker would be pro-rated on 2080 hours of his/her regular hours only as of the first pay in November. November 1, will be used to determine years of seniority.

3.
 - A. Transfer within a department, i.e., Building and Grounds, Food Service, Transportation - An employee within a department shall be placed on a step which is either the next highest pay rate or at least equal to the pay rate of the previous assignment
 - B. Transfer from one department to another department - An employee with at least two (2) years of service to the district as a bargaining unit member, and who transfers from a classification in one department to a classification in another department, shall begin at step two (2) of the wage scale in the new classification. An employee with less than two (2) years of service to the district as a bargaining unit member shall begin at step one (1).
 - C. All interdepartmental transfers shall be awarded through employee selection procedures jointly developed by the Union and the Employer.
4. When an employee is temporarily assigned to a higher paying classification, he/she shall be paid at the higher rate.
5.
 - A. One and one-half (1-1/2) hours minimum pay shall be paid when any employee is called in for unscheduled work hours. A bus driver going immediately from a regular run to a special run will be paid a minimum of 1/2 hour if the special run is less than 1/2 hour.
 - B. One and one-half (1-1/2) hours driving time shall be paid to a driver who reports to work no more than 15 minutes before start time when school has been cancelled.
6. Retirement - Any employee who retires under the Michigan Public Schools Employee Retirement System shall be paid as follows for any accumulated sick leave he/she has earned:

First 100 days	5.00/day
101 - 150 days	7.50/day
151 - 200 days	10.00/day
201 -250 days	12.50/day
251 + Days	15.00/day

An employee will be entitled to a 50% bonus of the total amount entitled for unused sick days provided that written notice of intent to retire is submitted to the Superintendent nine (9) months or more before the date of retirement. For the purposes of calculating the payment, a day shall be defined as the average length of the employee's work day during his/her last three (3) years of employment.

In the event of the employee's death while still in the employ of the district, accrued benefits under this provision shall be paid to the employee's spouse or designated beneficiary.

7. Bus drivers will be paid an additional ten (10) minutes of time each trip for the purpose of thoroughly checking the safety conditions of the bus. The safety check must be done prior to the departure on a regular run or extra runs.
8. Bus drivers shall be allowed up to the amount, but not to exceed the following: Breakfast, \$2.50, lunch \$3.50, dinner \$6.00. Lodging will be paid upon receipt. The employee can select the lodging place and eating establishment.
9. The required 16 hours schooling for bus drivers shall be compensated for at the rate of five dollars (\$5.00) per hour providing the course is completed and the driver becomes an employee of the district. The compensation for schooling will be paid on the last pay in June, regardless of dates of attendance. Drivers are requested to attend the annual inservice each summer and shall be reimbursed twenty-five dollars (\$25.00) if in attendance the entire day. Each driver will be responsible for their own meals.
10.
 - A. Drivers shall be paid their regular wage for time spent on a field trip. This includes driving time and down time as set forth in Section 1 of this Article. The driver is responsible for the school bus at all times during the course of a field trip.
 - B. One and one-half (1-1/2) hours drive time shall be paid for trips that are canceled after the driver reports for work provided driver does not drive regular run.
 - C. If a driver has 15 minutes or less from the end of an extra run to the beginning of their scheduled work hours, they shall receive their regular driving wage.
11. Buses may be washed by school employees and/or drivers, with no vehicle being washed more than once every other month. If/or when a driver requests to wash a bus, the driver shall be compensated one (1) hour at the down time rate for thoroughly washing their bus. If bus is sprayed off only, compensation shall be 1/2 hour at the down time rate. A driver wishing to wash his/her bus or any other bus shall make a request to the Director of Transportation for permission and to schedule the day and time.

12.	Shift Differential	
	2nd Shift	\$.10
	3rd Shift	.20
	Split Shift	.20

13. A. Any work performed over eight (8) hours per day or over forty (40) hours per week shall be paid at the rate of time and one-half (1-1/2) or by mutual agreement the employee may take comp time at the time and one-half (1-1/2) rate. All paid time off and unpaid authorized funeral leave shall be counted as time worked when computing overtime (except when the day is the sixth day of pay, such as at Christmas and New Year's). Food Service Employees will be paid at one and one-half (1-1/2) times their regular rate of pay for all time worked after 3:30 p.m. on school days and on other days when school is not in session providing the work is not directly related to the required school lunch program or a required Board of Education function.

B. With respect to comp time, such time shall be earned at the rate of time and one-half (1-1/2). The first hour of comp time earned must be not less than one (1) hour per occurrence. Additional comp time may be earned in one-half (1/2) hour increments. In order to earn comp time, the employee must get permission in advance from the supervisor that the time will be earned as comp time. An employee may accumulate no more than twelve (12) hours (18 hours at straight time) at any time. Accumulated comp time may be used as partial days up to a full day. Comp time must be applied for by using the personal day application as described in Article XIII, Paid Leaves, Section 7. Once an employee has accumulated twelve (12) hours of comp time, any additional overtime shall be paid. The Director of Buildings and Grounds shall be receptive to any requests for comp time except in special circumstances such as where the buildings are rented to outside concerns. (An example of an outside concern would be, if a church group rented a building on a weekend and paid the employer overtime for custodial services, then the employee would have to take the overtime and could not request comp time.)

14. All Sunday work will be paid at the rate of two (2) times the hourly rate. All work performed on a holiday will be paid at the rate of one and one-half (1-1/2) times the regular hourly rate in addition to the pay for the holiday.

15. Food Service Employees will receive a certification pay incentive in the amount of \$.15 per hour when the following conditions have been met by the employee:

A. Proof of certification from the American School Food Service Association in the proper job classification.

B. Annual proof of payment of dues to the American School Food Service Association and the Michigan School Food Service Association.

C. Proof of certification renewal every three (3) years.

D. Advancement to a higher classification in the Food Service Department will require certification with MSFSA (Michigan School Food Service Association.)

E. New employees must, within the first year of employment, take the Safety and Sanitation Class offered by the Michigan Department of Education.

All cost involved in obtaining certification will be at the expense of the employee except when the district specifically agrees to pay certain fees.

16. Employees may elect to have their regular wages paid over a period of twenty-six (26) equal pay periods.
17. School Bus Drivers will pay for the cost of their Basic Chauffeur's License only. Within no more than thirty (30) days the Board will reimburse the driver for the Basic CDL and any necessary endorsements. The driver must submit proof of renewal to the Transportation Director. A new driver must work one year before being reimbursed for his/her CDL and necessary endorsements.
18. Hours for bus routes shall be those that were established during the first two weeks of school. The hours will remain the same unless the route is altered because of an overcrowded condition or because a student(s) moves from the route.

The Transportation Director reserves the right to investigate runs and adjust time if it is necessary.

19. The building checker will be paid at the delivery/kitchen rate during the school year for holiday checks. During the summer, the rate will be \$5.00 per hour. The position shall be posted according to Article IX, Vacancies, Promotions and Transfers, and shall be available to any non-full-time employee who wishes to apply.

ARTICLE XVIII

FRINGE BENEFITS

DEFINITION - Fringe benefits are defined as:

- Health Insurance
- Dental Insurance
- Vision Insurance
- Long Term Disability
- Life Insurance
- Options in Lieu of Health Insurance

1. FULL YEAR EMPLOYEES

A. Six (6) or more hours per day

- 1.) The Employer shall provide without cost to the bargaining unit member MESSA Super Care 1 protection (as described in the certificate booklet) for the bargaining unit member and his/her entire family and any other eligible dependents as defined by MESSA.
- 2.) The Employer shall provide without cost to the bargaining unit member the following MESSA/Delta Dental Plan:
E; 007 (80/80/80; \$1300)
including internal and external coordination of benefits (COB), for all bargaining unit members and their eligible dependents as defined by MESSA/Delta.

- 3.) The Employer shall provide without cost to the bargaining unit member, MESSA Vision Service Plan 2 for all bargaining unit members and their eligible dependents as defined by MESSA.
 - 4.) The Employer shall provide without cost to the bargaining unit member, MESSA Negotiated Life Insurance protection in the amount of \$20,000, that shall be paid to the bargaining unit member's designated beneficiary(s). The plan shall include accidental death and dismemberment (AD&D) and waiver of Premium (WOP).
 - 5.) The Employer shall provide without cost to each eligible bargaining unit member MESSA Plan 2 Long Term Disability Insurance. Benefits shall be paid at 50% of salary up to a monthly maximum of \$4,500 and shall begin after the later of 1) exhaustion of the bargaining unit member's accumulated sick leave, 2) expiration of ninety (90) calendar days of disability accumulation in any twelve (12) consecutive months. (Only the last three (3) days of the waiting period need to be consecutive and for the same condition.)
 - 6.) Bargaining unit members not electing health insurance will receive \$80.00 per month subsidy amount to be applied towards the MESSA options and/or MEAFS's/MEA-Sponsored Tax-Deferred Annuity. Any amounts exceeding the Employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.
- B. Custodal III - Self only Super Care 1 protection as described in the certificate booklet
- C. At least four (4) but less than six (6) hours per day.
- 1.) The Employer shall provide 50% of the cost of MESSA Super Care 1 protection (as described in the certificate booklet) for the bargaining unit member and his/her entire family and any other eligible dependents as defined by MESSA.
 - 2.) The Employer shall provide without cost to the bargaining unit member the following MESSA/Delta Dental Plan:
E; 007 (80/80/80; \$1300)
including internal and external coordination of benefits (COB), for all bargaining unit members and their eligible dependents as defined by MESSA/Delta.
 - 3.) The Employer shall provide without cost to the bargaining unit member MESSA Vision Service Plan 2 for all bargaining unit members and their eligible dependents as defined by MESSA.
 - 4.) The Employer shall provide without cost to the bargaining unit member, MESSA Negotiated Term Life Insurance protection in the amount of \$20,000 that shall be paid to the bargaining unit member's designated beneficiary. The plan shall include accidental death and dismemberment (AD&D) and waiver of premium (WOP).

5.) The Employer shall provide without cost to each eligible bargaining unit member MESSA Plan 2 Long Term Disability Insurance. Benefits shall be paid at 50% of salary up to a monthly maximum of \$4,500 and shall begin after the later of 1) exhaustion of the bargaining unit member's accumulated sick leave, 2) expiration of ninety (90) calendar days of disability accumulation in any twelve (12) consecutive months. (Only the last three (3) days of the waiting period need to be consecutive and for the same condition.)

6.) Bargaining unit members not electing health insurance will receive \$40.00 per month subsidy amount to be applied towards the MESSA options and/or MEAFS's/MEA-Sponsored Tax-Deferred Annuity. Any amounts exceeding the Employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

D. Less than four (4) hours per day.

The Employer shall provide without cost to the bargaining unit member MESSA Negotiated Term Life Insurance protection in the amount of \$20,000 that shall be paid to the bargaining unit member's designated beneficiary. The plan shall include accidental death and dismemberment (AD&D) and waiver of premium (WOP). Full year employees who work less than four hours per day shall receive no other fringe benefits.

2. SCHOOL YEAR EMPLOYEES

A. Six (6) or more hours per day.

1.) The Employer shall provide without cost to the bargaining unit member MESSA Super Care 1 protection (as described in the certificate booklet) for a full ten (10) month period (September - June of each year) for the bargaining unit member and his/her entire family and any other eligible dependents as defined by MESSA.

2.) The Employer shall provide without cost to the bargaining unit member the following MESSA/Delta Dental Plan:
E; 007 (80/80/80; \$1300)
including internal and external coordination of benefits (COB), for a full twelve (12) month period, for all bargaining unit members and their eligible dependents as defined by MESSA/Delta.

3.) The Employer shall provide without cost to the bargaining unit member, MESSA Vision Service Plan 2 for all bargaining unit members and their eligible dependents as defined by MESSA.

4.) The Employer shall provide without cost to the bargaining unit member, MESSA Negotiated Life Insurance protection in the amount of \$20,000, that shall be paid to the bargaining unit member's designated beneficiary. The plan shall include accidental death and dismemberment (AD&D) and waiver of premium (WOP).

- 5.) The Employer shall provide without cost to each eligible bargaining unit member MESSA Plan 2 Long Term Disability Insurance. Benefits shall be paid at 50% of salary up to a monthly maximum of \$4,500 and shall begin after the later of 1) exhaustion of the bargaining unit member's accumulated sick leave, 2) expiration of ninety (90) calendar days of disability accumulation in any twelve (12) consecutive months. (Only the last three (3) days of the waiting period need to be consecutive and for the same condition.)
 - 6.) Bargaining unit members not electing health insurance will receive \$80.00 per month subsidy amount for a ten (10) month period (September - June of each year) to be applied towards the MESSA options and/or MEAFS's/MEA-Sponsored Tax-Deferred Annuity.
 - 7.) Any amounts exceeding the Employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.
- B. At least four (4) but less than six (6) hours per day.
- 1.) The Employer shall provide 50% of the cost of MESSA Super Care 1 protection (as described in the certificate booklet) for a full ten (10) month period (September - June of each year) for the bargaining unit member and his/her entire family and any other eligible dependents as defined by MESSA.
 - 2.) The Employer shall provide without cost to the bargaining unit member the following MESSA/Delta Dental Plan:
E; 007 (80/80/80; \$1300)
including internal and external coordination of benefits (COB), for a full twelve (12) month period, for all bargaining unit members and their eligible dependents as defined by MESSA/Delta.
 - 3.) The Employer shall provide without cost to the bargaining unit member MESSA Vision Service Plan 2 for all bargaining unit members and their eligible dependents as defined by MESSA
 - 4.) The Employer shall provide without cost to the bargaining unit member, MESSA Negotiated Term Life Insurance protection in the amount of \$20,000 that shall be paid to the bargaining unit member's designated beneficiary. The plan shall include accidental death and dismemberment (AD&D) and waiver of premium (WOP).
 - 5.) The Employer shall provide without cost to each eligible bargaining unit member MESSA Plan 2 Long Term Disability Insurance. Benefits shall be paid at 50% of salary up to a monthly maximum of \$4,500 and shall begin after the later of 1) exhaustion of the bargaining unit member's accumulated sick leave, 2) expiration of ninety (90) calendar days of disability accumulation in any twelve (12) consecutive months. (Only the last three (3) days of the waiting period need to be consecutive and for the same condition.)

- 6.) Bargaining unit members not electing health insurance will receive \$40.00 per month subsidy amount for a full ten (10) month period (September - June of each year) to be applied towards the MESSA options and/or MEAFS's/MEA-Sponsored Tax Deferred Annuity. Any amounts exceeding the Employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.
- 7.) Any school year employee commencing employment after October 31, 1988, and who works at least four (4) but less than six (6) hours will receive \$40.00 per month subsidy amount for a full ten (10) month period (September - June of each year) to be applied towards the MESSA options and/or MEAFS's/MEA Sponsored Tax-Deferred Annuity. The employee shall receive no other fringe benefits. Any amounts exceeding the Employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

C. Less than four (4) hours per day.

For those school year employees employed as of October 31, 1988.

- 1.) The Employer shall provide without cost to the bargaining unit member MESSA Negotiated Term Life Insurance protection in the amount of \$20,000 that shall be paid to the bargaining unit member's designated beneficiary. The plan shall include accidental death and dismemberment (AD&D) and waiver of premium (WOP).
- 2.) School year employees employed after October 31, 1988, who work less than four (4) hours per day shall receive no fringe benefits.

D. All bargaining unit members hired prior to July 1, 1987, and working less than four (4) hours per day shall receive an additional thirty-five cents (\$.35) per hour added to their regular wages. The additional hourly rate shall continue until the employee is terminated, resigns, retires, or is assigned a job which requires four (4) hours per day or more of work. However, should the employee return to a less than four (4) hour per day assignment, he/she shall receive the additional thirty-five cents (\$.35) per hour.

It is expressly understood that the provisions of this section shall survive the expiration date of the collective bargaining agreement.

ARTICLE XIX

GRIEVANCE PROCEDURE

1. A claim by an employee, group of employees, or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

2. Procedure

- A. In the event that an employee believes there is a basis for a grievance, he/she shall request a meeting to discuss the alleged grievance with his/her supervisor. The request must be made within ten (10) working days or fourteen (14) calendar days whichever comes first of the occurrence or knowledge of the alleged violation, misinterpretation or misapplication. The employee may request the presence of his/her association representative(s). (It shall be the responsibility of the employee to contact their representative.) A maximum of a half hour paid release time shall be granted for the meeting with the supervisor. The Employer may end the meeting before the half hour paid time period has elapsed. The half hour paid time period does not include a steward/employee conference. The meeting must take place within two (2) working days of the request of the grievant. The Employer may, at its discretion, schedule the meeting either before or after the grievant's shift. The meeting may begin no earlier than one (1) hour before the shift begins or, if held at the end of the shift, must begin no later than fifteen (15) minutes following the end of the shift. The supervisor shall give an oral answer to the employee within five (5) working days following the meeting.

Any disciplinary meeting which can lead to a grievance shall be treated as a grievance meeting with respect to union representation.

- B. If the matter is not settled in step 1 above, the employee may invoke the formal grievance procedure through the union within five (5) working days following the supervisor's oral answer in step 1 above. The formal grievance shall include the following:
- 1.) Written and signed "Statement of Grievance."
 - 2.) Shall name the employee involved, shall state the facts giving rise to the grievance.
 - 3.) Shall identify the provisions of the agreement alleged to be violated by reference to article and section.
 - 4.) Shall state the contention of the grievant and the Union.
 - 5.) Shall indicate the relief requested. Within five (5) working days following the personal receipt of the formal grievance, the designated supervisor may submit a written answer to the employee or to the union.
- C. If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made in step 2 above, the grievance shall be transmitted to the Deputy Superintendent. Within seven (7) working days, the Deputy Superintendent or his/her designee shall meet with the Union on the grievance, and shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Union.
- D. If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made in step 3 above, the grievance shall be transmitted to the Superintendent. Within seven (7) working days, the Superintendent or his/her designee shall meet with the Union on the grievance, and shall indicate

his/her disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Union.

- E. If the Union is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time period provided in step 3 above, the Union may submit the grievance to arbitration by notifying the Board of its intent to do so. In the event the Board and the Union cannot agree on the choice of an arbitrator within fifteen (15) working days after the Union has notified the Board of its intent to arbitrate, the Union shall submit a demand for arbitration to the American Arbitration Association.

The arbitrator may determine the effective date for his disposition of grievance. The arbitrator shall have jurisdiction and authority only to interpret, apply and determine compliance with this Agreement, and shall not add to, or detract from, or alter in any way, its provisions. The arbitrator's decisions shall be final and binding on both parties. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear individually the costs of presenting their respective case in arbitration.

- F. A grievance regarding the dismissal of an employee shall be submitted in writing to the Superintendent or his/her designee within three (3) working days following the meeting in step 1. The immediate supervisor's written response will not be required in this instance.
- G. Time limits may be extended in writing by mutual agreement between the Board and the Union.
- H. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- I. Any grievance not advanced to the next step within the time limit specified shall be deemed abandoned and not subject to further appeal.
- J. In the event of an individual grievance, the grievant will be expected to be present at all levels of the procedure except in extraordinary circumstances.

ARTICLE XX

NO STRIKE

The Union, its officers and its members, individually and collectively agree that during the course of this Agreement neither it, nor they, will cause, permit, or take part in, any sit-down, stay-in, or slow-down, or any curtailment of work, or restriction of service or interference with education of the children. The Employer agrees that during the course of this Agreement, it will not lockout its employees.

ARTICLE XXI

SEPARABILITY

1. Invalidated Provisions - In any event that any of the provisions of this Agreement shall become invalid or unenforceable, such invalidity or unenforceability shall not effect the remaining provisions thereof.
2. Negotiating Invalidated Provisions - It is further provided that in the event any provisions are so declared to be in conflict with any law superseding this Agreement, both parties shall meet within thirty (30) days for the purpose of negotiating the provisions so invalidated.

ARTICLE XXII

BOARD OF EDUCATION RIGHTS

1. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.
2. The Union recognizes that the Board is legally responsible for the operation of the entire school system within the boundaries of the Reeths-Puffer School District, Muskegon County, 3rd class #14, and that the Board has the necessary authority to discharge all of its responsibilities subject to laws above mentioned and to the provisions of this Agreement.
3. The Union recognizes that the Board may invoke appropriate disciplinary action in situations where employees fail to adhere to the terms and conditions of employment herein outlined or to reasonable rules, regulations and policies of the Board.
4. Manage and control its business, its equipment and its operation and to direct the working force and affairs of the school district.
5. Hire all employees and, subject to the provision of law, to determine their qualifications.
6. Establish levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
7. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation; the means, methods, and processes of carrying on the work, including automation or contracting thereof, or changes therein; the institution of new and/or improved methods or changes therein.
8. Adopt rules and regulations.
9. Determine financial policies and accounting procedures.

10. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, and divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or sub-divisions, buildings or other facilities.
11. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board shall be limited only by the terms and provisions of this agreement, state and federal laws and/or the Constitutions of the State of Michigan and/or the United States of America.

ARTICLE XXIII

COMMUNICABLE DISEASE

It is recognized that the formulation of a policy dealing with communicable diseases is a concern of both the Board of Education and the Reeths-Puffer Educational Support Personnel Association. A committee to develop the policy dealing with communicable diseases will be established involving representatives of both the Board of Education and the Reeths-Puffer Educational Support Personnel Association.

ARTICLE XXIV

DISCIPLINARY PROCEDURE

The misconduct list below is not all inclusive; unlisted offenses will be placed in the classification that is determined by mutual agreement if possible

Discipline procedures are set forth in Article VI, Employee Rights, section 8 and must be followed. If time off is to be given, it shall be carried out within six (6) weeks.

Classification of Misconduct:

- | | |
|----------|-----------------------|
| Group 1. | Minor Offenses |
| Group 2. | Intermediate Offenses |
| Group 3. | Major Offenses |

Group 1. Minor Offenses

- A. Habitual tardiness (shall be interpreted to mean three instances within one month)
- B. Violation of safety rules or safety practices.
- C. Foul and/or abusive language in the presence of supervisor, fellow workers, public or students.
- D. Absence from an assigned work area without a justifiable reason.
- E. Smoking on school property (in violation of the Michigan Penal Code which has been amended to read "A person shall not use a tobacco product on school property". Tobacco use is banned from all public school buildings and properties at all times.)

F. Any offenses and penalties in Group 2 or 3 would be accumulative steps applied here.

The disciplinary procedure in this group may be: First offense, written warning; second offense, one day suspension without pay; third offense, three day suspension without pay, fourth offense, seven day suspension without pay; and fifth offense, discharge. The violations shall be accumulated for a period of not more than one (1) year from the time of the first offense, (e.g., January 15 offense would be included up through January 14 of the next year), except as below.

In case of bus drivers not thoroughly checking out their bus, (Article XVII, Section 7), the following disciplinary steps will be taken superseding the steps above:

First Offense:	Written Warning
Second Offense:	Three day suspension without pay
Third Offense:	Discharge

The disciplinary steps in this group shall be taken in order stated, however, the last two offenses shall carry over beyond a year until no new offenses occur for one year.

Group 2. Offenses

- A. Knowledgeable destruction of school property of less than twenty (\$20.00) dollars in value.
- B. Gross Insubordination. Knowledge of and/or refusal to accept an order or follow instructions that fall within the job and that do not violate common safety rules or practices.
- C. Deliberate violations of safety rules or safety practices. (Knowledge is presumed - Written or verbal).
- D. Unexcused absence. Time off request denied - if in a period of personnel shortage it falls into Group 3. Refer to Group 3 Section E. Each day is considered a separate offense.
- E. Abuse of Sick Leave. Would also include loss of pay. After the fifth absence, a doctor's certificate may be required.
- F. Any two offenses and penalties in Group 1 or any in Group 3 would be accumulative steps applied here.

The disciplinary procedure in this group may be: First offense, three days suspension without pay; second offense, seven day suspension without pay; third offense, discharge. The violations shall be accumulated for a period of not more than two (2) years.

Group 3. Offenses

- A. Consumption of any alcoholic beverage during working hours or being intoxicated on the job.
- B. Conviction of drunk or reckless driving while driving any vehicle owned by the Employer.
- C. Indecent or immoral conduct in front of students or with students or serious intentional misconduct (i.e., being in a room with a student after dark without the lights turned on).

- D. Knowledgeable destruction of school or fellow employee's property.
- E. Unexcused absence. Without prior notification or during personnel shortage, except in cases where it is impossible to notify.
- F. Fighting on the premises. Arguments are not considered fighting.
- G. Intentionally falsifying any time keeping record, or giving false information to any person keeping such records.

The disciplinary action in this group may be grounds for immediate discharge.

Miscellaneous Provision

Employees with seniority who have been found to be guilty of an offense or an accumulation of offenses, which would under the provisions of this article warrant discharge, may at the discretion of the employer and with the concurrence of the employee and the Union, agree to a loss of seniority standing rather than discharge. Employees who suffer loss of seniority under these provisions shall be moved back on the seniority roster to a position of a newly-hired employee who has served the appropriate probationary period and shall begin accumulation of seniority credit and benefits from this date.

ARTICLE XXV

DURATION

This Agreement Shall be effective as of 12:01 a.m. July 1, 1995, and shall continue in effect until 12:00 midnight June 30, 1998.

Bargaining for a successor contract shall commence prior to the expiration date.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative on this 9th day of September, 1996.

Union

By [Signature]
President

By [Signature]
Secretary

Board of Education

By [Signature]
President

By [Signature]
Secretary

APPENDIX A

PROCEDURE FOR UTILIZATION OF SUPPORT STAFF EVALUATION TOOL

Newly employed staff shall be evaluated by their immediate supervisor at least once each school year during the first two years of employment.

Recommended dates for newly employed staff:

First Evaluation - completed prior to the end of probationary period evaluation

Second Evaluation - if the probation period is extended the evaluation is to be completed prior to the end of the extended probationary period

Experienced employees will be evaluated every two years at the minimum.

The evaluation process will involve actual observation on the job and interview with the employee using a mutually agreed to evaluation form.

The results of each evaluation report shall be discussed with the employee within ten days of the supervisory observation. The employee shall sign and be given a copy of the evaluation report prepared by the supervisor. Any employee may submit a written response if he/she is not in agreement with the supervisor's report. All evaluation reports will be placed in the employee's personnel file.

Included in each evaluation report will be the employee's recommended employment status. The recommendation may include any of the following:

- _____ Recommend continued employment; employee appears to be in good status.
- _____ Recommend second evaluation; employee is not meeting all the expectations of the job.
- _____ Recommend discontinuing employment, employee has consistently failed to meet expectations of the job despite specific recommendations/coaching and time to improve relative to areas of weakness.

DEFINITION OF BUS DRIVER APPRAISAL AREAS

There are two major areas upon which the Reeths-Puffer bus drivers will be evaluated. These involve job performance and personal characteristics. The appraisal will also have a summary and recommendation. Sections I and II will include a four point rating scale as noted on the top of the evaluation document.

The following is the definition of each section of the bus driver appraisal form:

SECTION I - JOB PERFORMANCE

- A. Pre-check of Bus - Consider whether the employee completes the pre-check, including checking of: engine compartment, under vehicle leaks, all fluid levels, all belts and hoses, gauges, warning systems, horn, steering play, heaters and defrosters, lights/reflectors, safety equipment, proper brake check, mirrors, windows, tires and wheels, doors, exhaust system, seats, seat belts, gas cap, battery box, windshield wipers and washers, and proper warm-up (5 minute idle) and other things listed on CDL Vehicle Inspection Memory Guide.
- B. Driving Record - Consider the driving record over the appraisal period, including accumulated points and violations.
- C. Driving Habits - Consider the driving habits of the employee, including: proper hand position, use of clutch, up and down shifting properly, brake use, speed, smooth starts and stops, lane use, turn arounds, use of seat belt, tailgating, excessive time with engine running.
- D. Ability to Control Students While Driving - Consider the ability of the employee to control students, including: noise level, do students remain seated, quiet at railroad crossings, and general behavior of students.
- E. Use of Radio - Consider proper use of radio (i.e., idle conversation, answer base promptly when called, driver shows responsible care of radio, report radio repairs when needed and/or notify if dropped on ground or hard surface.)
- F. Proper Use of Warning Lights - Knowledge of eight light system and of state law, judgment of 200 feet, observing traffic before opening door and signal to students of proper time to cross road, use of turn signals, allowing traffic to pass before pulling back in traffic.
- G. Proper Procedure at Railroad Crossings - Use of hazard lights, check traffic, stop distance, open door/window, turn off heaters, look and listen, and use of transmission, see handbook.
- H. Loading/Unloading of Bus - Check traffic, pull to right when possible, check traffic, use of mirrors before opening door, use of right signal before stop, use of flashers, use of left turn signal and mirrors before entering traffic.
- I. Observe Speed Limits - Posted speed, speed according to conditions.
- J. Shows Patience When Driving - Defensive driving, driving in a safe manner with consideration for other vehicles.

- K. Ability to Control Bus - Distance between vehicle and vehicle ahead, smooth stops, proper merging with other traffic, turns without hitting curb, parking ability, and judgment of distance.
- L. Care of Bus - The "empty" sign must be placed in the rear window after each run. When a bus is in use, the "empty" sign must be placed in the front section of the bus. Daily sweeping of bus, clean interior windows once a week. Clean rear exterior, driver's side, driver's door and first passenger side windows before each run. Weekly removal of all lost items. Keep glove box and front of bus neat and orderly. Reporting of needed repairs, and proper emergency equipment such as fire extinguishers, fuses, triangles, first aid and cleanup kits.
- M. Recordkeeping - Route descriptions kept updated with removal of all old routes and maps from driver clipboards or lockers. Pretrip, gas and mileage reports kept in a timely and accurate manner. Responsible care of gas card.

SECTION II - PERSONAL CHARACTERISTICS

- A. Communication Skills with the Public - Willingness to work with the public to develop good public relations. Exhibits willingness to cooperate, self control and tact.
- B. Communication Skills with District Employees - Employees' should reflect a positive image of the District at all times. If there is a disagreement between employee and employer, the employee will follow the proper procedures for resolving the situation.
- C. Ability to Carry Out Responsibilities and Adjust to New and Unusual Circumstances - Productive work habits, following trip board procedures, reports done timely and accurately, knowledge of/obtaining directions for trips. Ability to adapt to changes that can occur at a moments notice.
- D. Initiative - Energy, drive displayed in completing assignments, willingness to help parents, fellow employees, dispatcher(s), supervisor and/or other Administrators.
- D. Personal Appearance - Exhibits neatness and orderliness by wearing appropriate dress - consult driver's handbook.
- E. Attendance and Punctuality - With respect to performance of work and working relationships with others. Exhibits a conscientious effort to be in attendance on a regular basis and arrive for work in a timely manner.

SECTION III - PROFESSIONAL DEVELOPMENT

- A. Willingness to Learn - Employee shows willingness to broaden their skills by being involved in any/all ongoing inservice training sessions available, educational development classes, roadeo, CPR and driving skills classes, ie., Eaton Road Rangers, etc.
- B. Participation in Events - Willingness to participate in workshops, classes and roadeo.

SECTION IV - CONCLUSIONS AND RECOMMENDATIONS

This section is intended as a critique of the foregoing and an overall summary of abilities and/or shortcomings of the employee. Should contain any pertinent comments concerning employee's performance.

LETTER OF AGREEMENT NO.1

It is agreed between the parties that the Reeths-Puffer Board of Education shall, in any advertisements for outside applicants for bargaining unit positions, include the statement "Minority applicants are encouraged to apply."

Signed: _____, President
Reeths-Puffer Educational
Support Personnel Association
MEA-NEA

Date: _____

Signed: _____
Reeths-Puffer Board of Education

Date: _____

ADDENDUM I

CAREER LADDER

MAINTENANCE I

MAINTENANCE II

MAINTENANCE III

CUSTODIAL I

CUSTODIAL II

CUSTODIAL III

CUSTODIAL IV

JOB EXPECTATIONS AND STANDARDS

MAINTENANCE I

Proficient in all areas of maintenance including, but not limited to:

Electrical	Plumbing
Carpentry	Welding
Construction	Heavy Equipment
Demolition	Snow Removal
Grounds	Boiler
Lawn and Athletic Field	Refrigeration
Sprinkler Systems	Air Conditioning
Re-key	Current Codes
Key and Lock	Reading Schematics
Blueprint Reading	Painting
Technology (minor maintenance)	

JOB EXPECTATIONS AND STANDARDS

MAINTENANCE II

Proficient in all areas of maintenance including:

Electrical	Plumbing
Carpentry	Welding
Construction	Heavy Equipment
Demolition	Snow Removal
Grounds	Lawn and Athletic Field
Key and Lock	Sprinkler Systems
Painting	

*Boiler - Limited to: maintenance, start up, and troubleshooting

*Air Conditioning - limited to: troubleshooting and maintenance

*Current Codes - limited to: working knowledge

*Blueprint Reading - limited to: working knowledge

*Reading Schematics - limited to: working knowledge

*Unless proficiency demonstrated to Supervisor

JOB EXPECTATIONS AND STANDARDS

MAINTENANCE III

Proficient in all areas of maintenance including:

- *Electrical - limited to: non-technical
- *Plumbing - limited to: non-technical
- *Carpentry - limited to: rough carpentry
- *Welding - limited to: rough welding
- *Boiler - limited to: start up and cleaning
- Construction - assist Maintenance I or Maintenance II
- Heavy Equipment
- Demolition
- Snow Removal
- Grounds
- Lawn and Athletic Field Sprinkler Systems
- Key and Lock
- Painting

*Unless proficiency demonstrated to Supervisor

JOB EXPECTATIONS AND STANDARDS

CUSTODIAL I

- A. Advancement into this classification is by qualifications as provided for in subsection B. An opening must be available or a new position can become available upon the Director's discretion.

I. INSIDE

A. General Cleaning

1. Multipurpose Room/Gym
2. Classrooms
3. Office
4. Restrooms - Individual and Public
5. Storage Rooms
6. Locker Rooms/Shower Room
7. Lounges
8. Kitchens/Cafeteria
9. Custodial Closets
10. Hallways
11. L.M.C.s
12. Shops

B. Areas and Surfaces

1. Windows, Glass Areas, Display Cases
2. Ceilings
3. Walls
4. Floors, Tile, Carpet, Mats
5. Light Fixtures
6. Vents, Grates
7. Equipment
8. Waste Baskets
9. Furniture
10. Chalkboards
11. Lockers
12. Blinds, Drapes
13. Vestibules
14. Doors
15. Sinks
16. Stalls, Stools, Urinals
17. Drinking Fountains
18. Mirrors
19. Pictures
20. Counters, Ledges
21. Dispenser Surfaces
22. Scrubber

II. OUTSIDE

A. General

1. Entrances, Overhangs
2. Sidewalks, Curbs, Edge Trim
3. Courtyards
4. Major Lawn Care (trees, shrubs, grass)

5. Parking Lots
6. Flags
7. Snow Removal, Ice Removal
8. Litter
9. Roofs
10. Dumpsters
11. Grating, Drains
12. Ditches, Culverts
13. Playground Equipment Inspection
14. Athletic Field Care

B. Areas and Surfaces

1. Removal of Debris, Litter, Graffiti, Pests, Sweep Cobwebs
2. Mowing, Trimming, Manicure, Leaf Removal, Weed Kill, Edge Trim, Watering
3. Snow Removal - Shovel, Blow, Salt
4. Demonstrates Initiative in Building and Ground Appearance.

III. OPERATIONAL RESPONSIBILITIES

1. Proficient in all areas of Custodial II.
2. Able to coordinate work assignments for a crew of custodians.
3. Working knowledge of outside custodial duties.
4. Knowledge of location for emergency valves and equipment and the use of them.
5. Responsible for building security.
6. Will coordinate custodial supply distribution.
7. Familiar with building systems, i.e. fire alarm, heating, cooling, etc
8. Interpersonal skills.
9. Perform minor maintenance painting.

B. When filing the vacancy the following factors shall be considered:

1. Prior experience.
2. Special requirements of the position.
3. Academic preparation.
4. Professional development and training.

When all other factors are equal, seniority shall be used to determine selection.

*Will not perform any technical maintenance tasks, such as boiler or electrical maintenance, without the direct supervision of a classified maintenance person.

**If a Custodial I person demonstrates interest in learning the duties of Maintenance III, training opportunities can be arranged through the Director's office.

JOB EXPECTATIONS AND STANDARDS

CUSTODIAL II & CUSTODIAL III

Proficient in all custodial II areas including but not limited to:

I. INSIDE

A. General Cleaning

1. Multipurpose Room/Gym
2. Classrooms
3. Offices
4. Restrooms - Individual and Public
5. Storage Rooms
6. Locker Rooms/Shower Room
7. Lounges
8. Kitchens/Cafeteria
9. Custodial Closets
10. Hallways
11. L.M.C.s
12. Shops

B. Areas and Surfaces

1. Windows, Glass Areas, Display Cases
2. Ceilings
3. Walls
4. Floors, Tile, Carpet, Mats
5. Light Fixtures
6. Vents, Grates
7. Equipment
8. Waste Baskets
9. Furniture
10. Chalkboards
11. Lockers
12. Blinds, Drapes
13. Vestibules
14. Doors
15. Sinks
16. Stalls, Stools, Urinals
17. Drinking Fountains
18. Mirrors
19. Pictures
20. Counters, Ledges
21. Dispenser Surfaces
22. Scrubber

II. OUTSIDE

A. General

1. Entrances, Overhangs
2. Sidewalks, Curbs, Edge Trim
3. Courtyards
4. Minor Lawn Care in Confined Areas (trees, shrubs, grass)
5. Parking Lots
6. Flags

7. Snow Removal, Ice Removal
8. Litter
9. Roofs
10. Dumpsters
11. Grating, Drains
12. Ditches, Culverts
13. Inspection of Playground Equipment/Painting Same

B. Areas and Surfaces

1. Removal of Debris, Litter, Graffiti, Pests, Sweep Cobwebs
2. Mowing, Trimming, Manicure, Leaf Removal, Weed Kill, Edge Trim, Watering
3. Snow Removal - Shovel, Blow, Salt

III. OPERATIONAL RESPONSIBILITIES

1. Building Security
2. Furniture Relocation
3. Shipping, Receiving
4. Interpersonal
5. Load Dispensers
6. Set-ups and Teardowns

**If Custodial II person demonstrates interest in learning duties of Custodial I, training opportunities can be arranged through the Director's office.

JOB EXPECTATIONS AND STANDARDS

CUSTODIAL IV

1. Loading/Unloading
2. Stocking
3. Emergency Clean-ups
4. Errands
5. Assist Maintenance/Custodial As Needed
6. Snow Removal (Minor) Shovel, Blow, Salt
7. Assist Building Principal
8. Unlock Buildings

APPENDIX I

REETHS-PUFFER SCHOOL CALENDAR

1995-96

Wednesday, August 23, 1995	New Teachers Report
Thursday, August 24, 1995	Breakfast, RPEA Meeting , Faculty Meetings, Classroom Preparation
Friday, August 25, 1995	Kindergarten Teacher Orientation 9 A.M. in each individual building
Monday, August 28, 1995	All students report for class
Thursday, August 31, 1995	In-service for all employees No Students
Friday, September 1, 1995	No School
Monday, September 4, 1995	Labor Day - No School
September - to be determined	Open House - Elementary Buildings and Middle School
Monday, October 16, 1995	In-service
Tuesday, October 17, 1995	In-service
Friday, November 3, 1995	Elementary Classes A.M. - Elementary Records' Day P.M. A.M. Kindergarten in A.M.; No P.M. Kindergarten
Monday, November 6, 1995	High School Classes A.M. - Parent-Teacher Conference 6-9 P.M. P.M. Kindergarten Classes in P.M. - Parent-Teacher Conferences A.M. or Evening
Tuesday, November 7, 1995	High School Classes A.M. - Parent-Teacher Conference 6-9 P.M. Elementary Classes A.M. - Parent-Teacher Conferences 6-9 P.M. A.M. Kindergarten - A.M.; No P.M. Kindergarten
Wednesday, November 8, 1995	Middle School Classes A.M. - Parent-Teacher Conferences 6-9 P.M. Elementary Classes A.M. - Parent-Teacher Conferences 6-9 P.M. A.M. Kindergarten in A.M.; No P.M. Kindergarten
Thursday, November 9, 1995	Middle School Classes A.M. - Parent-Teacher Conferences 6-9 P.M. Elementary Classes A.M. - Parent-Teacher Conferences 1-4 P.M. A.M. Kindergarten Classes in A.M.; No P.M. Kindergarten
Friday, November 10, 1995	Middle School Classes A.M. - Parent-Teacher Conferences 12-3 P.M. Kindergarten Parent-Teacher Conferences in A.M. P.M. Kindergarten in the P.M.; No A.M. Kindergarten
Wednesday, November 22, 1995	High School Students A.M. - High School In-Service P.M.
Thursday & Friday November 23 & 24, 1995	Thanksgiving Recess
Tuesday, December 12, 1995	High School Students A.M. - High School In-Service P.M.
Friday, December 22, 1995	Christmas Recess begins at 4 P.M.
Wednesday, January 3, 1996	School resumes after Christmas Recess

Friday, January 19, 1996

All Students A.M. - Records' Day P.M.
High School Exams; No A.M. Kindergarten
P.M. Kindergarten in A.M.

Friday, February 16, 1996
Monday, February 19, 1996

Mid-Winter Break

Friday, March 15, 1996

Elementary Students A.M. - Elementary Records Day in P.M.
A.M. Kindergarten in A.M.; No P.M. Kindergarten

Monday, March 18, 1996

High School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
Kindergarten Conferences A.M.
P.M. Kindergarten in P.M.; No A.M. Kindergarten

Tuesday, March 19, 1996

High School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
Elementary Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
A.M. Kindergarten in A.M.; No P.M. Kindergarten

Wednesday, March 20, 1996

Elementary Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
A.M. Conferences in A.M.; No P.M. Kindergarten

Thursday, March 21, 1996

Elementary Classes A.M. - Parent-Teacher Conferences 1-4 P.m.
A.M. Kindergarten in A.M.; No P.M. Kindergarten

Friday, March 22, 1996

P.M. Kindergarten in P.M. ; No A.M. Kindergarten; Kindergarten Conferences

Tuesday, March 26, 1996
Wednesday, March 27, 1996
Thursday, March 28, 1996

Middle School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
Middle School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
Middle School Classes A.M. - Parent-Teacher Conferences 12-3 P.M.

April 1 - 5, 1996

Spring Recess

Tuesday, April 23, 1996

High School Students A.M. - High School Orientation 6-9 P.M.

Monday, May 27, 1996

Memorial Day

Monday, June 3, 1996

All Students A.M. - Records Day P.M.
High School Exams; P.M. Kindergarten in A.M.; No A.M. Kindergarten

Tuesday, June 4, 1996

All Students A.M. - Records Day P.M.
High School Exams; P.M. Kindergarten - A.M.; No A.M. Kindergarten

June 5 and 6, 1996

Potential Snow Make-up Days

Days in Session 1995-96

Students

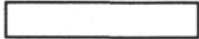
Teachers

	August	1***
3	August	5
19	September	19
20	October	22
20	November	20
16	December	16
21	January	21
19	February	19
21	March	21
17	April	17
22	May	22
2	June	2
180	TOTAL DAYS	184

*Kindergarten teachers will be allowed 5 conference sessions each semester

** To make up any days missed by A.M. or P.M. Kindergarten, a rotation of schedule will be used to assure equal attendance sessions.

*** New teachers will work 1 extra day in the month of August making their work year 185 days.



Potential Snow Day Make-up.

SNOW DAYS - If more than two (2) snow days occur during the school year 1995-96, days after the first two (2) days shall be made up as follows:

3rd Day - Friday, February 16, 1996

4th Day - Monday, February 19, 1996

5th Day - Wednesday, June 5, 1996

6th Day - Thursday, June 6, 1996

All 1/2 days will equal 3 hours of instruction for students. Half day dismissal schedules are as follows:

Elementary	11:55 A.M.	Middle School	11:00 A.M.	High School	10:57 A.M.
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The Board and Association agree that Kindergarten orientation day forms a vital positive beginning to a youngster's school career. Therefore, Kindergarten teachers shall be required to report for an additional day (Friday, August 25, 1995 and Friday, August 23, 1996) for the purposes of orientation. It is understood between the parties that these teachers will be compensated proportionate to the time spent for orientation by providing them with one (1) full day or one-half (1/2) day release time; or by paying them one (1) day's substitute teacher pay or one-half (1/2) day substitute pay.

The parties understand that during the 1995-96 school year, the issue of orientation for Kindergarten students shall be re-examined to determine the exact configuration for Friday, August 23, 1996.

**REETHS-PUFFER SCHOOL CALENDAR -
1996-97**

Wednesday, August 28, 1996	New Teachers Report
Thursday, August 29, 1996	Breakfast, RPEA Meeting, Faculty Meetings, Classroom Preparation
Friday, August 30, 1996	No School
Monday, September 2, 1996	Labor Day - No School
Tuesday, September 3, 1996	All students report for class A.M. Kindergarten only attends all day with parents; No P.M. Kindergarten
Wednesday, September 4, 1996	P.M. Kindergarten only attends all day with parents No A.M. Kindergarten
September - to be determined	Open House - Elementary Buildings and Middle School Make-up time for open houses shall be scheduled in each building (time for time). The make-up time shall be given on a mutually agreed upon 1/2 day.
Friday, October 11, 1996	In-Service Countywide
Friday, November 1, 1996	Elementary Classes A.M. - Elementary Records' Day P.M. A.M. Kindergarten in A.M.; No P.M. Kindergarten
Monday, November 4, 1996	All Kindergarten students attend - Parent-Teacher Conferences
Tuesday, November 5, 1996	In-service
Wednesday, November 6, 1996	Elementary Classes A.M. - Parent-Teacher Conferences 6-9 P.M. A.M. Kindergarten - A.M.; No P.M. Kindergarten
Thursday, November 7, 1996	Elementary Classes A.M. - Parent-Teacher Conferences 6-9 P.M. P.M. Kindergarten - A.M.; No A.M. Kindergarten
Friday, November 8, 1996	Elementary Classes A.M. - Parent-Teacher Conferences 1-4 P.M. P.M. Kindergarten Classes in A.M.; No A.M. Kindergarten
Monday, November 11, 1996	All Kindergarten students attend; Parent-Teacher Conferences
Monday, November 11, 1996	High School Classes A.M. - Parent-Teacher Conference 6-9 P.M.
Tuesday, November 12, 1996	High School Classes A.M. - Parent-Teacher Conference 6-9 P.M.
Wednesday, November 20, 1996	Middle School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
Thursday, November 21, 1996	Middle School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
Friday, November 22, 1996	Middle School Classes A.M. - Parent-Teacher Conferences 12-3 P.M.
Tuesday, November 19, 1996	High School Classes A.M. - High School In-Service P.M.
Thursday & Friday November 28 & 29, 1996	Thanksgiving Recess

Tuesday, December 12, 1996	High School Classes A.M. - High School In-Service P.M.
Friday, December 20, 1996	Christmas Recess begins at 4 P.M.
Thursday, January 2, 1997	School resumes after Christmas Recess
Friday, January 17, 1997	All Students A.M. - Records' Day P.M. High School Exams - A.M. Kindergarten in A.M.; No P.M. Kindergarten
Friday, February 14, 1997 Monday, February 17, 1997	Mid-Winter Break
Friday, March 7, 1997	In-Service Countywide
Monday, March 17, 1997 Tuesday, March 18, 1997	High School Classes A.M. - Parent-Teacher Conferences 6-9 P.M. High School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
Friday, March 21, 1997	Elementary Students A.M. - Elementary Records Day P.M. A.M. Kindergarten A.M.; No P.M. Kindergarten
Monday, March 24, 1997	All Kindergarten attend, Kindergarten Conferences
Tuesday, March 25, 1997	Elementary Classes A.M. - Parent-Teacher Conferences 6-9 P.M. A.M. Kindergarten in A.M.; No P.M. Kindergarten
Wednesday, March 26, 1997	Elementary Classes A.M. - Parent-Teacher Conferences 6-9 P.M. A.M. Conferences in A.M.; No P.M. Kindergarten
Thursday, March 27, 1997	Elementary Classes A.M. - Parent-Teacher Conferences 1-4 P.M. P.M. Kindergarten in A.M.; No A.M. Kindergarten
Friday, March 28, 1997	All Students A.M. - Good Friday Observance P.M. Kindergarten in A.M.; No A.M. Kindergarten
Monday, March 31, 1997	All Kindergarten attend - Parent Teacher Conferences
Tuesday, April 1, 1997 Wednesday, April 2, 1997 Thursday, April 3, 1997	Middle School Classes A.M. - Parent-Teacher Conferences 6-9 P.M. Middle School Classes A.M. - Parent-Teacher Conferences 6-9 P.M. Middle School Classes A.M. - Parent-Teacher Conferences 12-3 P.M.
April 7-11, 1997	Spring Recess
Tuesday, April 22, 1997	High School Classes A.M. - High School Orientation 6-9 P.M.
Monday, May 26, 1997	Memorial Day
Monday, June 9, 1997	All Students A.M. - Records Day P.M. High School Exams - P.M. Kindergarten in A.M.; No A.M. Kindergarten
Tuesday, June 10, 1997	All Students A.M. - Records Day P.M. High School Exams - P.M. Kindergarten - A.M.; No A.M. Kindergarten
June 11 and 12, 1997	Potential Snow Make-up Days

Days in Session 1996-97	Students		Teachers
	0	August	1***
	20	August	1
	22	September	20
	18	October	23
	15	November	19
	22	December	15
	18	January	22
	20	February	18
	17	March	21
	21	April	17
	7	May	21
	180	June	7
		TOTAL DAYS	184

*Kindergarten teachers will be allowed 5 conference sessions each semester

** To make up any days missed by A.M. or P.M. Kindergarten, a rotation of schedule will be used to assure equal attendance sessions.

*** New teachers will work 1 extra day in the month of August making their work year 185 days.

Potential Snow Day Make-up.

SNOW DAYS - If more than two (2) snow days occur during the school year 1996-97, days after the first two (2) days shall be made up as follows:

- 3rd Day - Friday, February 14, 1997
- 4th Day - Monday, February 17, 1997
- 5th Day - Wednesday, June 11, 1997
- 6th Day - Thursday, June 12, 1997

All 1/2 days will equal 3 hours of instruction for students. Half day dismissal schedules are as follows:

Elementary	11:55 A.M.	Middle School	11:00 A.M.	High School	10:57 A.M.
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KINDERGARTEN ORIENTATION

New Name: Home to School Transition Days

Procedure: The Transition Day(s) would occur on the first 2 days of school for 1996-97, those dates would be September 3 and 4, 1996. The A.M. Class would attend one day and the P.M. Class would attend the other day. On the following conference days, November 4, November 11, March 24 and March 31, the Kindergarten students would attend school. The Kindergarten teacher would have the equivalent of one (1) full day substitute each semester. They would be able to use this substitute as a one (1) full day substitute or two 1/2 day substitutes. This would give the teachers flexibility in scheduling conferences. On the Transition Day, each teacher would take attendance. They will notify their building principal as to which days they would have their substitute work.

Dates:

September 3, 1996	A.M. Kindergarten students only attends all day with parents
September 4, 1996	P.M. Kindergarten students only attends all day with parents

**REETHS-PUFFER SCHOOL CALENDAR
1997-98**

Wednesday, August 20, 1997	New Teachers Report
Thursday, August 21, 1997	Breakfast, RPEA Meeting, Faculty Meetings, Classroom Preparation
Monday, August 25, 1997	All students report for class
Friday, August 29, 1997	No School
Monday, September 1, 1997	Labor Day - No School
September - to be determined	Open House - Elementary Buildings and Middle School
Friday, October 10, 1997	Countywide In-Service
Friday, October 31, 1997	Elementary Classes A.M. - Elementary Records' Day P.M. A.M. Kindergarten in A.M.; No P.M. Kindergarten
Monday, November 3, 1997	P.M. Kindergarten Classes in P.M. - Parent-Teacher Conferences A.M. No A.M. Kindergarten
Tuesday, November 4, 1997	Elementary Classes A.M. - Parent-Teacher Conferences 6-9 P.M. P.M. Kindergarten - P.M.; No A.M. Kindergarten
Wednesday, November 5, 1997	Elementary Classes A.M. - Parent-Teacher Conferences 6-9 P.M. A.M. Kindergarten - A.M.; No P.M. Kindergarten
Thursday, November 6, 1997	Elementary Classes A.M. - Parent-Teacher Conferences 1-4 P.M. A.M. Kindergarten Classes in A.M.; No P.M. Kindergarten
Friday, November 7, 1997	Kindergarten Parent-Teacher Conferences
Monday, November 10, 1997	High School Classes A.M. - Parent-Teacher Conference 6-9 P.M.
Tuesday, November 11, 1997	High School Classes A.M. - Parent-Teacher Conference 6-9 P.M.
Tuesday, November 11, 1997	Middle School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
Wednesday, November 12, 1997	Middle School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
Thursday, November 13, 1997	Middle School Classes A.M. - Parent-Teacher Conferences 12-3 P.M.
Tuesday, November 18, 1997	High School Classes A.M. - High School In-Service P.M.
Thursday & Friday November 27 & 28, 1997	Thanksgiving Recess
Tuesday, December 9, 1997	High School Classes A.M. - High School In-Service P.M.
Friday, December 19, 1997	Christmas Recess begins at 4 P.M.
Monday, January 5, 1998	School resumes after Christmas Recess
Friday, January 16, 1998	All Students A.M. - Records' Day P.M. High School Exams ; P.M. Kindergarten in A.M.; No A.M. Kindergarten
Friday, February 13, 1998 Monday, February 16, 1998	Mid-Winter Break
Friday, March 6, 1998	Countywide In-Service
Monday, March 16, 1998	High School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
Tuesday, March 17, 1998	High School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.

Tuesday, March 24, 1998	Middle School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
Wednesday, March 25, 1998	Middle School Classes A.M. - Parent-Teacher Conferences 6-9 P.M.
Thursday, March 26, 1998	Elementary Classes A.M. - Elementary Records Day P.M. A.M. Kindergarten in A.M.; No P.M. Kindergarten Middle School Classes A.M. - Parent-Teacher Conferences 12-3 P.M.
Friday, March 27, 1998	Classes A.M. Good Friday Observance
Monday, March 30, 1998	P.M. Kindergarten in P.M. - Parent-Teacher Conferences No A.M. Kindergarten
Tuesday, March 31, 1998	Elementary Students A.M. -. Parent-Teacher Conferences 6-9 P.M. A.M. Kindergarten A.M.; No P.M. Kindergarten
Wednesday, April 1, 1998	Elementary Students A.M. -. Parent-Teacher Conferences 6-9 P.M. A.M. Kindergarten A.M.; No P.M. Kindergarten
Thursday, April 2, 1998	Elementary Classes A.M. - Parent-Teacher Conferences 1-4 P.M. A.M. Kindergarten in A.M. ; No P.M. Kindergarten
Friday, April 3, 1998	P.M. Kindergarten P.M. - Parent-Teacher Conferences
April 6-10, 1998	Spring Recess
Tuesday, April 21, 1998	High School Classes A.M. - High School Orientation 6-9 P.M.
Friday, May 1, 1998	Countywide In-Service
Monday, May 25, 1998	Memorial Day
Thursday, June 4, 1998	All Students A.M. - Records Day P.M. High School Exams; P.M. Kindergarten in A.M.; No A.M. Kindergarten
Friday, June 5, 1998	All Students A.M. - Records Day P.M. High School Exams; P.M. Kindergarten - A.M.; No A.M. Kindergarten
June 8 & 9, 1998	Potential Snow Make-up Days

Days in Session 1997-98	Students		Teachers
	0	August	1***
	4	August	5
	21	September	21
	22	October	23
	18	November	18
	15	December	15
	20	January	20
	18	February	18
	21	March	22
	17	April	17
	19	May	20
	5	June	5
	180	TOTAL DAYS	184

*** New teachers will work 1 extra day in the month of August making their work year 185 days.



Potential Snow Day Make-up.

SNOW DAYS - If more than two (2) snow days occur during the school year 1997-98, days after the first two (2) days shall be made up as follows:

3rd Day - Friday, February 13, 1998

4th Day - Monday, February 16, 1998

5th Day - Monday, June 8, 1998

All 1/2 days will equal 3 hours of instruction for students. Half day dismissal schedules are as follows:

Elementary 11:55 A.M.

Middle School 11:00 A.M.

High School 10:57 A.M.

No reference to Kindergarten - needs further discussion.

Make-up time for open houses shall be scheduled in each building (time for time). The make-up time shall be given on a mutually agreed upon 1/2 day.

SEPTEMBER 3, 1996

TO: LYNN STEL
DIRECTOR OF MAINTENANCE AND GROUNDS
REETHS PUFFER SCHOOLS

THIS IS TO INFORM YOU, THAT ON AUGUST 26, 1996 THE CUSTODIAL DEPT HELD A MEETING. AT THIS MEETING THE CUSTODIANS VOTED ON AND ACCEPTED DISTRICT SENIORITY.

ALL JOB OPENINGS SHOULD BE POSTED DISTRICT WIDE. *OK*

no abuse?
THE CUSTODIAL DEPT ALSO FEELS THAT THE STATEMENT IN ARTICLE IX NUMBER 5 WHICH STATES (ANY EMPLOYEE WHO IS A SUCCESSFUL BIDDER FOR TRANSFER OR PROMOTION MAY NOT BID ON ANY JOB FOR 12 MONTHS FORM THE DATE OF THE SUCCESSFUL BID.) SHOULD BE, SUSPENDED UNTIL ALL CONSTRUCTION IS COMPLETED *IN THE AFFECTED BUILDING.*

ALSO, IF ANY SHIFT HOUR CHANGES SHOULD BE NEEDED, THERE NEEDS TO BE A MUTUAL AGREEMENT BETWEEN PARTIES. *STRAIGHT EIGHT ONLY*

I WOULD LIKE TO SET UP A MEETING, TO SPEAK WITH YOU REGARDING THE LEAD CUSTODIAL POSITION.

SINCERELY,

Peggy Watkins

PEGGY WATKINS
PRESIDENT OF R.P.E.S.P.A.

[Handwritten signature]