

7462

6/30/98

MASTER AGREEMENT

between the

BOARD OF EDUCATION

of the

GREENVILLE PUBLIC SCHOOLS

and the

GREENVILLE EDUCATIONAL SUPPORT

PERSONNEL ASSOCIATION

MEA/NEA

July 1, 1995 - June 30, 1998

Greenville Public Schools

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University**



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AGREEMENT

This Agreement is entered into by and between the BOARD OF EDUCATION of the GREENVILLE SCHOOL DISTRICT, (hereinafter called the "Board"), and the GREENVILLE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION - MEA/NEA, (hereinafter called the "Association").

ARTICLE 1

RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative of all Transportation and Custodial/Maintenance Employees, excluding supervisors, student employees, temporary employees and on-call employees employed by the Board. The term "Employee" when used in this Agreement shall refer to those Employees in the bargaining unit herein defined and includes both male and female employees.
- B. An employee who works half-time or more shall be a member of the bargaining unit.
 - 1. Not more than one (1) part-time custodian will be assigned to work at a building location.
- C. The Board will not negotiate with any other Employee's organization with respect to the Employees covered by this Agreement during its life.

ARTICLE 2

BOARD RIGHTS

- A. The Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the School District to the full extent authorized by the laws and the Constitutions of the State of Michigan and of the United States provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.
- B. The Board hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, except as expressly limited by the terms of this Agreement.
- C. The Board retains and reserves its rights to select, hire, manage, transfer, evaluate, discipline and terminate bargaining unit members in a manner which is in conformity with the terms of this Agreement.

- D. Each employee shall take any physical or mental examinations required by the Board. The Board shall pay the full cost of required examinations provided by the Board's designated doctor.

ARTICLE 3

ASSOCIATION RIGHTS

A. Membership and Dues

1. Each employee in the unit shall, as a condition of their employment, either become and remain members of the Association or pay a service fee to the Association in an amount equal to monthly dues. All service fees paid thereunder shall be held in a separate trust account and be used exclusively for scholarships for students of the Greenville Public Schools. This fund shall be administered by the Association.
2. The Board will deduct from the pay of each Employee who authorizes such deduction in writing, MEA PAC and NEA PAC, and the regular monthly membership dues uniformly required by the Association of its members or the service fee mentioned above. Such deduction shall be made from the second regular salary check of each month and promptly remitted to the Association or the Scholarship fund.

- B. The Association shall have the right to use school buildings for meetings of Employees and school office type equipment on terms no less favorable than such buildings or equipment are made available to any other school employee organization.

- C. Employees who belong to the Association will be allowed to place bulletins of an informative nature on the employee bulletin boards and may utilize the internal school mail system.

- D. Employees will be allowed unpaid time away from their regular hours of work not to exceed three (3), two (2) hour periods beginning on or after 5:00 p.m., per school year, when required to attend Association membership meetings. The time away from the job is to be made up the same calendar day and must not be scheduled for days when the Employee is scheduled to be in attendance for special building activities. Prior approval for such leave must be obtained at least three (3) days in advance from the Supervisor, who will approve or disapprove such requests in writing.

- E. Duly authorized representatives of the Association will be allowed to transact official business on school property provided they transact business with Employees on lunch break or before or after the Employee's shift or run. The Employees may transact business on the telephone during their rest period. Representatives will notify the Supervisor's office or the Building Administrator of their presence on school district property before meeting with the Employees. The Association will bear the cost of any long distance calls which it makes.

- F. The Employer shall provide, at no cost to the Association, three (3) working days per year of paid released time to attend a function of the Association, such as conferences, training sessions, and conventions. No more than one (1) Employee per classification will be allowed to use an Association day at a time.

ARTICLE 4

EMPLOYEE RIGHTS

- A. Each Employee shall serve a probationary period of sixty (60) working days. During such probationary period, the Employee may be discharged or disciplined without recourse to the Grievance Procedure. The sixty (60) working days may be extended up to ninety (90) working days when the Employer deems it necessary. The Association will be notified of any proposed extension and the Employee's name and last probationary day of work would be specified. No paid fringe benefits nor paid leaves will accrue during the probationary period except that an Employee who wishes health insurance coverage may obtain it on the first day of the month following their date of hire, if otherwise eligible under this Agreement. In addition, for employees who successfully complete their probationary period, vacation will accrue from the date of hire.
- B. For purposes of this agreement, a full-time employee is one who is regularly scheduled to work forty (40) hours per week or in the case of Bus Drivers, is regularly scheduled to drive two (2) double runs per day during the school year.
- C. A regular (non-probationary) Employee shall not be disciplined or discharged except for just cause. Discipline and discharge shall be subject to Article 16, Grievance Procedure.
- D. Employees will be evaluated in writing at least once every two (2) years and may be evaluated more often at the discretion of the Board. The Employee will be given a copy and the original will be placed in the Employee's personnel file. Evaluations shall not be subject to the Grievance Procedure, however, if the Employee feels the evaluation was incomplete or unjust, a copy of any written objection(s) they may subsequently make will be attached to the evaluation report. A representative of the Association may, at the employee's request, accompany the employee at any post-evaluation meeting(s) held to review the specific objection(s) the employee wishes to raise.
- E. Employees shall, upon request, have the right to review the contents of their personnel file. A representative of the Association may, at the Employee's request, accompany the Employee at the time of such review.
- F. Any complaints against an Employee will be called to the Employee's attention before any adverse action is taken based thereon. If such complaint is to be made a part of the Employee's personnel file, the Employee may submit a written statement to be attached to and filed with the original complaint. If requested, the Employee shall sign or initial the complaint to acknowledge that it was shown to them.

- G. Adequate parking in a designated area will be made available to each Employee for use during working hours.
- H. At the request of an Employee, the Board will make deductions for Union dues, annuity plans approved by the Board, credit union, health insurance, United Fund and such other purposes as may be agreed to by the Board and the Association .
- I. Employees shall have primary responsibility to, and be evaluated by, one supervisor.

ARTICLE 5

VACANCIES, PROMOTIONS, AND TRANSFERS

A. Postings and Hirings

1. Before any vacancy is filled, notice shall be posted for at least five (5) working days. during which time interested Employees may apply for the position. An Employee interested in being considered for assignment to an open position in the bargaining unit must file a written notice of their interest with the Central Office Administration.. All bids must be made by the last day of posting. Before any vacancy is filled, the qualifications of each Employee who has filed a notice of interest shall be reviewed.
2. Vacancies shall be filled by the Board with the best qualified person available as determined by the Board. Qualifications to be considered shall include skill, abilities, training, experience, past evaluations, and personality.
3. The Board declares its intention to give full and equal consideration to present staff members when filling vacancies. In cases where the qualifications of applicants are determined to be equal, the Employee with the greatest total length of service will be selected. All applicants will be notified of who was selected for the posted position immediately after the selection has been made.

B. Bus Routes

1. On or before June 1 of each school year, a Bus Driver may file a written notice in changing their route should a vacancy occur. Vacancies in regular bus routes and kindergarten routes will be filled at the Bus Drivers' Meeting held in August. Regular and kindergarten run selections shall be made according to seniority.
2. There will be no Driver changes in routes during the school year. If a route opens after the school year begins, the Transportation Director will offer the route to the most senior part-time Driver. The route will be opened as a vacancy the following August. This Driver shall be eligible for benefits, if appropriate.

3. Baring special circumstances, Drivers assigned to a kindergarten run shall remain on that route for the remainder of the school year. If a kindergarten vacancy should occur during the school year, the most senior Driver requesting the run and not presently assigned a kindergarten run, shall fill the position. Kindergarten vacancies occurring during the school year shall be opened as a vacancy the following August and they will be filled by the most senior Driver requesting the vacancy.
 4. A driver vacating or not accepting a route assignment shall be placed at the bottom of the relevant eligibility list for subsequent assignments through the end of the school year.
- C. The Board agrees that transfers shall be avoided if possible. Any Employee transferred to a position outside the bargaining unit shall retain, but not further accumulate, any rights under this Agreement.
- D. For the efficient and uninterrupted operation of the school, where circumstances are beyond the control of the school, an Employee may be transferred to another assignment on a temporary basis. If such an assignment carries a higher hourly rate of pay, the higher rate will be paid for the temporary length of service if said assignment exceeds five (5) consecutive working days.

ARTICLE 6

SENIORITY, LAYOFF AND RECALL

A. Seniority Listings

1. Seniority shall be defined as the length of continuous service to the district in the bargaining unit by classification and shall date from an Employee's most recent starting date of employment in the unit by the District. In the event that more than one (1) Employee has the same starting date, length of service will be determined by lot. Employees shall lose their length of service credit if they:
 - a. Quit or are discharged for just cause
 - b. Fail to return from a recall
 - c. Fail to return from a leave of absence or fail to comply with the conditions of any leave of absence authorized by Article 13
 - d. Retire
2. The Employer will prepare and maintain a seniority list showing the length of service in the bargaining unit by classification. The seniority list shall be prepared and posted in the buildings by October 1 of each year.. The Employer will correct any error in the seniority list upon discovery and verification. The Association shall receive a copy of any subsequent revisions

3. An Employee employed half-time or more by working in one or more classifications shall be placed on all appropriate seniority lists.
- B. In the event a layoff becomes necessary, probationary Employees in the classification affected shall be laid off first. If further layoffs are necessary, they shall be made by seniority within the classification affected, provided the Employee(s) retained is qualified to satisfactorily perform the work remaining to be done without any additional training or significant orientation.
1. Full-time Employees whose positions have been eliminated, shall be transferred to the same classification position held by the least senior person in the bargaining unit for which they are qualified to displace.
 2. If a full-time Driver position is eliminated during the school year and the Driver has been transferred to another full-time route, they shall not lose more than one-half (1/2) the difference between the compensation rates for the affected bus routes for the remainder of the school year.
 3. No Employee shall be laid off pursuant to a reduction in the work force unless said Employee shall have been notified of said layoff at least five (5) working days prior to the effective date of the layoff.
 4. A laid-off Employee, if interested, shall be granted priority status on the substitute list. These substitutes will be used on a rotation basis.
 5. Laid-off Employees may continue their health insurance by paying the regular monthly subscriber group rate premium to the payroll office by the fifteenth (15th) of the month prior to the month of coverage. This group health insurance coverage will be limited by the policies of the carrier.
- C. The Board shall recall a laid off employee to a vacant position in their classification, in reverse order of layoff.
1. No new employee shall be hired until an attempt has been made to recall qualified bargaining unit members on lay off status who have seniority in the classification in which the vacancy occurs. There shall be no obligation to post a vacant bargaining unit position in these circumstances.
 2. An Employee shall retain such recall rights for a period of two (2) years after layoff, provided that such period may be extended for an additional period of one (1) year upon written request. An Employee shall return to work within ten (10) working days after notice of recall is given or lose such recall rights. An Employee who is laid off from a full-time job shall have the right to refuse recall to a part-time job.

ARTICLE 7

HOURS OF WORK

- A. The regular work day and regular work week of the full-time Custodial, Maintenance, Grounds and/or Mechanic Employees shall be eight (8) and forty (40) hours per week, respectively, Monday through Friday. During the Winter, Summer and Spring breaks when school is not in session, the hours of Employees may be altered with the approval of the Department Director.
- B. The full-time Custodial, Maintenance, Grounds and/or Mechanic Employees shall have an unpaid duty-free lunch period of at least thirty (30) minutes, and a paid fifteen (15) minute break for each four (4) consecutive hours worked, at a time scheduled by the Board. Should circumstances prevent Employees from taking their break at the normal time, it shall be taken as soon thereafter as possible. Should an emergency occur during the normal lunch period, the lunch period may be taken upon return from the emergency. If an employee must leave school premises during the lunch period they must notify their Supervisor, or in the case of the night Custodian, another like Employee who remains on the premises, as to where they can be reached.
- C. Overtime Pay
1. All overtime must be authorized in advance by the Supervisor.
 2. To qualify for overtime pay, Custodial, Garage Mechanic, Grounds and Maintenance Personnel must work in excess of forty (40) hours in a week.
 3. Should an Employee be required to work for the district or Greenville Recreation Department activities on a Sunday or a holiday as identified in Article 14, Holidays (A.1), the rate of pay for all hours worked in excess of four (4) shall be double time.
 4. If a non-school organization activity requires work by an Employee on a Sunday or an identified holiday, such Employee shall be paid at the rate of double time for such work.
 5. Employees may request to work shifts of ten (10) hours per day and four (4) days per work week during summer months. All such requests are subject to administrative approval.
 6. In computing overtime, time paid for will be considered time worked.
- D. Overtime Scheduling
1. When extra activities at a secondary building demand the time of an Employee after normal working hours (eight [8] hour day), the determination of which Employee or Employees shall be scheduled for such overtime work shall be on a rotation basis. A rotation schedule shall be maintained at each

Building, with notification given to the Director of Buildings and Grounds prior to the event taking place.

2. Under normal circumstances scheduled overtime activities in elementary buildings will be worked by the Building Custodian(s). Exceptions to this guideline will be at the discretion of the Director of Buildings and Grounds. When additional overtime assistance is needed, such overtime work shall be scheduled on a rotation basis among the other Elementary Building Custodians by the Director of Buildings and Grounds.
 3. When Maintenance, Grounds and/or Mechanic overtime is required, the assignment will be made by the Employee's Supervisor.
 4. When an activity is scheduled in a particular building, Custodians shall be notified in advance so that they may plan their work accordingly.
- E. If Custodial, Maintenance, Grounds or Mechanic Employees are called to work in addition to their regular work schedule, they shall receive a minimum of two (2) hours pay.
- F. An Employee shall give as much notice of absence as possible, and in any event at least one (1) hour before scheduled arrival time. Should Employees need to leave before the end of their work shift, they shall first notify the Building Head Custodian, Building Administrator, or the Director of Buildings and Grounds, before leaving their work assignment.

G. Work Reporting Schedule

1. The Custodial, Maintenance, Grounds, Mechanic Employees must report to work each day. In emergencies, early custodial shift workers have up to two (2) hours to report when school has been canceled for students. If professional staff do not report on an inclement weather day, the Director of Buildings and Grounds will determine the beginning time for each Custodian's work shift.
 2. When the start of school is delayed because of fog, ice, bus damage, etc., all school Employees must report to work at their regular time.
- H. A Pre-School Year Bus Drivers Meeting will be scheduled in late August for the purpose of reviewing any changes in laws, regulations, rules or safety practices, driving assignments, routes or other matters pertinent to the coming school year. Attendance of all Drivers is required and notification will be mailed in advance of the meeting. Drivers will receive the extra trip rate for their participation at this meeting. Any route changes and vacancies for the coming year will be included in the meeting announcement letter.

I. Extra Trips

1. When it is necessary to transport at least sixteen (16) persons to the same destination and at the same scheduled time, the trip will be posted for assignment through the seniority rotation.
2. Extra trips will be assigned from a list of regular drivers on a rotation basis by seniority. At the beginning of each semester, those Drivers who wish to be assigned to drive extra trips shall so indicate on a list provided by the Director of Transportation. At the beginning of each semester, Drivers shall indicate the days, times, or activities they would not be available to drive. These shall be referred to as exemptions. When a driver's name comes up for a trip which the driver has been exempted for, then that driver is skipped over until the next complete rotation. Three (3) consecutive refusals shall remove the Driver from Lists #1 and #2 of the rotation list for that semester. The preceding sentence will not apply to List #3 and #4.
3. The school reserves the right to screen out any Driver it feels should not be allowed to drive extra trips. The affected Employee will be given the reason for not being allowed to drive extra trips.
4. Four (4) kinds of extra trips (lists) will be available to Drivers:
 - a. List #1 will include all extra trips of less than six (6) hours that occur after regular school bus runs or any extra trips that occur, on Saturdays, Sundays, or holidays. All Drivers are eligible to sign their names.
 - b. List #2 will include all extra trips that occur during the school day. Drivers will not be assigned extra trips that interfere with morning, kindergarten or afternoon runs.
 - c. List #3 will include school day extra trips with a duration of six (6) or more hours. The Driver shall be paid for the extra trip only and shall forfeit their regular run pay. A Driver refusing this type of extra trip shall not be charged with a refusal as provided in paragraph I-2 above.
 - d. List #4 will include drivers whose names are not on lists 1 or 2 or 3. Drivers who remove their names from all lists (1, 2 and 3) can add their names to this list. After all of the available drivers on a given trip list have been asked, drivers from list #4 will be eligible for trips by seniority rotation before a substitute is used.
5. The Director of Transportation shall post the available extra trips on the bulletin board outside the Director's office. The trips shall be posted at least one (1) week in advance of the trip. The Driver assigned shall have twenty-four (24) hours to accept or reject the trip. It is recognized by both parties that not all extra trips can be foreseen a week in advance. Trips of this type will be posted immediately.

6. Trading will be allowed within the time frame of a work week (Sunday through Saturday) and only among those Drivers scheduled for an extra trip during the work week.
7. All Drivers are eligible to drive the senior class mystery trip. A Driver that has a child or grandchild that is a graduating senior at Greenville High School will be given preference. Other names will be drawn by a lottery.
8. If a regular driver is absent for their kindergarten run, regular drivers on the kindergarten list will be offered the kindergarten run by seniority rotation before a substitute driver is used.

ARTICLE 8

SICK LEAVE/WORKER'S COMPENSATION

A. Sick Leave

1. Each Employee shall be credited with sick leave in the following manner:
 - a. Full-time Employees shall receive one (1) day of paid sick leave for each month worked. A maximum of 108 days may be accumulated.
 - b. Notice of the number of sick days granted and accumulated shall be given to each Employee at the beginning of each school year.
2. Sick leave may be used when personal illness or injury results in an Employee's inability to work, and for such other cases as are authorized by the terms of this Agreement. Paid sick leave shall terminate when the Employee's accumulated sick leave has been exhausted. (See FMLA Appendix C)
3. A physician's certification or other evidence satisfactory to the Board shall, upon written request, be furnished to substantiate the Employee's inability to work because of personal illness or injury. In all cases where three (3) or more consecutive sick leave days occur, the Employee is required to present a statement from a doctor indicating that their health is satisfactory prior to returning to work. Misuse of sick leave or falsification of reasons for any paid or unpaid leave of absence shall result in loss of such pay and be grounds for disciplinary action up to and including discharge.
4. An Employee who exhausts their sick leave before being able to return to work shall be granted unpaid leave of absence. Such leave may be renewed for additional periods by the Board upon application. The Board may require medical evidence supporting the Employee's need for such leave and their ability to resume work upon completion of such leave. Sick leave and vacation time will not be earned during a period of unpaid leave. (See FMLA Appendix C)

5. To be eligible for sick leave, as much advance notice of illness or injury must be given as possible, and in no case later than one (1) hour before the scheduled starting time. This notice requirement does not apply when the Employee becomes ill after beginning work.
6. No regular Employee shall forfeit accumulated sick leave during approved leave of absence periods. However, the Employee shall not be eligible to accrue additional paid leave while on such leave of absence.
7. Employees may use up to two (2) days of sick leave per school year when required to keep a medical appointment, provided that such appointments cannot be scheduled outside the Employee's normal working time. Such leave must be approved in advance by the Administration. The Board reserves the right to disapprove such leave in non-emergency situations if the absence would disrupt school activities.
8. Employees may use up to four (4) days of paid sick leave per school year if the absence is required because of the illness of the Employee's spouse, child, parents or parents-in-law.

B. Worker's Compensation

1. If an Employee is injured on the job, they must immediately report such injury to their Supervisor. As soon as possible thereafter, they must also make a complete injury report to the Central Office Administration.
 - a. During the first ten (10) calendar days following the injury, the employee must, except in extreme emergency situations, utilize the District's designated doctor/clinic for initial treatment.
 - b. A doctor of the Employee's choice may be used after this initial treatment period. The employee is required to notify the District of any decision to change doctors.
2. An Employee who has accumulated sick days and is absent because of illness or injury compensable under the Workers' Compensation laws shall receive the difference between Workers' Compensation payments and their normal pay. To the extent the Board pays Employees that portion of their salary which is not reimbursed under the Workers' Compensation laws, the amount of such payments shall be charged against the Employee's accumulated sick leave credit.
 - a. Sick leave is not accumulated during a period of Workers' Compensation leave.
 - b. Vacation time is not accumulated during a period of Workers' Compensation leave.

ARTICLE 9

BEREAVEMENT LEAVE

- A. Full-time Employees may be allowed bereavement leave with pay which shall not be charged to sick leave, under the following circumstances:
1. Death of spouse, child, stepchild, parent or step-parent - Up to five (5) days per occasion.
 2. Death of brother or sister, parent-in-law, or grandparent and grandchild - Up to three (3) days per occasion.
 3. Death of other relative - Up to one (1) day per occasion.
 4. Death of a friend - Up to one (1) day per school year.
- B. In no case shall the total bereavement leave exceed five (5) days per school year except when required because of the death of relatives specified in Sections A.1. and A.2., in which case such excess will be charged against sick leave. Unused bereavement leave shall not be accumulated.

ARTICLE 10

INDIVIDUAL LEAVE

- A. Full time Employees will be eligible for up to two (2) days of leave per work year. Such leave cannot be accumulated.
- B. Individual leave is intended to cover matters which cannot be attended to outside working hours or during vacations. Such leave shall not be used for recreational purposes. It is further understood that such leave shall not be granted for the day immediately preceding or following a vacation period or holiday
- C. Individual leaves must be prearranged and approved by the Employee's supervisor. One week's advance request for such leave shall be given except in cases of emergency.
- D. Under special circumstances, unpaid personal leave may be granted by the employee's supervisor.

ARTICLE 11

JURY LEAVE AND LEGAL COMMITMENTS

- A. An Employee required to be absent from work in order to serve as a juror shall be granted leave and be paid the difference between their normal daily pay and the amount received for serving as a juror.

- B. An Employee required to be absent from work because they are subpoenaed as a witness in a trial/hearing which involves this School District or a bus/vehicle traffic citation shall be paid the difference between their normal pay and the amount received for their services as a witness.
1. If an employee is involved in a trial/hearing outside of their regularly scheduled hours, they will be paid the extra trip rate.
 2. This shall not apply in the case where the Employee's appearance is due to an action brought by the Employee or the Association against the School District.

ARTICLE 12

MATERNITY LEAVE OF ABSENCE

- A. An unpaid maternity leave of absence will be granted to a pregnant Employee who requests to be absent from work for a period in excess of her actual physical disability relating to the childbirth and recovery therefrom. Such leave shall begin at a time which is reasonable under all of the circumstances. A medical statement indicating the probable date of delivery shall be provided prior to the commencement of such leave. Such leave cannot exceed twelve (12) months. The Employee shall be re-employed at the beginning of a new school year within twelve (12) months after the birth of the child, provided that sixty (60) days' advance notice in writing of her desire to return is given, a satisfactory medical report is furnished showing that the Employee is able to resume her duties, and that there then is a vacancy which the Employee is qualified to fill.
- B. A pregnant Employee may elect to use accumulated sick leave for a maternity leave of absence where she intends to absent herself as a result of the childbirth and recovery therefrom, without regard for any aspect of caring for the child. An Employee who elects this type of maternity leave must provide Central Office Administration of the probable dates of the commencement and termination of her leave. Before the Employee may return to work, she must provide the Board with a written statement from a physician stating that she was physically unable to return to work during per period of leave. The duration of this leave depends solely upon the Employee's period of actual physical disability as verified by a physician's statement. The Board reserves the right under Article 2, Section D herein, to require the Employee to submit to a physical examination by a doctor designated by the Board to determine whether she is physically able to return to work.

ARTICLE 13

UNPAID LEAVE OF ABSENCE

- A. A leave of absence without pay may be granted to an Employee, upon written request made at least fifteen (15) working days prior to the beginning of the leave or as soon as reasonably possible. Such leaves may be granted for a period of up to three (3) days for special vacation purposes or up to twelve (12) weeks because of an extended illness in the Employee's immediate family (See FMLA Appendix

- C). If an Employee has not missed more than one (1) sick leave day in the previous semester for nine (9) month Employees or the previous one-half (1/2) of the work year for twelve (12) month Employees, up to five (5) days of unpaid leave may be granted for special circumstances. Approval for the leave depends in part upon the availability of a substitute. Normally, the leave will be granted to only one (1) Employee at a time and in no event to more than three (3) Employees at a time, and normally will not be granted to any Employee more than once a year. Employees returning from an unpaid leave of thirty (30) days or less shall be returned to their previous positions.
- B. Leaves of absence without pay not to exceed one (1) year, may be granted when requested in writing by the Employee at least thirty (30) days prior to the commencement of said leave for the following purposes:
1. Serving in any elected or appointed public position.
 2. Prolonged illness in the immediate family, limited to spouse, children and parents of Employee. (See FMLA Appendix C)
 3. Fulfillment of annual field training obligations with the National Guard or a branch of the Armed Forces Reserve.
 4. Training related to the Employee's job in the bargaining unit.
 5. Child Care. (See FMLA Appendix C)
- C. An Employee returning from a leave for the above purposes, which leave is in excess of thirty (30) days, shall be returned to the next vacant position which the Employee is qualified to fill, provided that written notice of the Employee's desire to return is given thirty (30) days in advance. Upon return from any such leave for thirty (30) days or less, the Employee shall be reinstated to their previous position.
- D. A leave of absence without pay may also be granted to Employees for the purpose of travel time required to attend the out-of-state funeral of a relative specified in Article 9, Section A.1. and A.2. Request for such leave must be made in writing as soon as reasonably possible. The Employee shall be returned to their former position upon expiration of the leave.
- E. Any Employee who takes leave time off without permission is subject to disciplinary action.

ARTICLE 14

HOLIDAYS

A. The following holidays are recognized for full-time, twelve (12) month Employees:

1. Paid Holidays:

a. Independence Day	7/3/95 7/4/95	7/4/96 7/5/96	7/3/97 7/4/97
b. Friday before Labor Day**		8/30/96**	8/29/97**
c. Labor Day	9/4/95	9/2/96	9/1/97
d. Thanksgiving Day	11/23/95	11/28/96	11/27/97
e. Day after Thanksgiving	11/24/95	11/29/96	11/28/97
f. Day before Christmas	12/26/95	12/24/96	12/24/97
g. Christmas Day	12/25/95	12/25/96	12/25/97
h. New Year's Day	1/1/96	12/31/96 1/1/97	1/1/98 1/2/98
I. Good Friday**			
	4/5/96**	3/28/97**	4/17/98**
J. Memorial Day	5/27/96	5/26/97	5/25/98

**These are holidays if school is not scheduled.

- In addition, when any of the foregoing holidays, excluding the Day before Christmas, is celebrated on a Tuesday or a Thursday, the preceding Monday or the following Friday, respectively, shall also be recognized as holidays.
- If New Year's Day or July 4 fall on a Wednesday or Friday, the preceding day will also be recognized as a paid holiday. If New Year's Day, July 4, or the Day before Christmas fall on a Saturday, the paid holiday will be celebrated on the preceding Friday. If the Day before Christmas falls on a Sunday, the paid holiday will be celebrated on the preceding Friday.
- To qualify for holiday pay, the holiday must be celebrated on one (1) of the Employee's work days and the Employee must work the scheduled work days before and after such holiday. When a holiday (with the exception of the Day before Christmas) occurs on a Sunday, it will be celebrated on the following Monday.

B. Bus Drivers shall receive the following holidays off with pay:

1. Christmas Day	12/25/95	12/25/96	12/25/97
2. Thanksgiving Day	-----	11/28/96	11/27/97
3. New Year's Day	-----	-----	1/1/98

ARTICLE 15

VACATIONS

- A. A fifty-two (52) week Employee will qualify for paid vacation on July 1 of each year as follows:
1. One (1) or more continuous full years of employment as of July 1 -- two (2) weeks.

Seven (7) or more continuous full years of employment as of July 1 -- three (3) weeks.

Sixteen (16) or more continuous full years of employment as of July 1 -- four (4) weeks.
 2. An Employee who is hired or transferred from a part-time position during the school year shall qualify for a partial vacation on July 1 following their initial date of hire, the length of which shall be proportionate to that part of the school year which they worked.
 3. In order for the first year of employment to qualify as the first full year of continuous employment, as referred to in A.1., an Employee must be district compensated for over 50 percent of the scheduled work days in that work year.
 4. Persons entering a twelve (12) month position from a position less than twelve (12) months shall be given a vacation anniversary date to determine vacation time. The prorated amount of vacation anniversary dating will be based on hours worked during the prior years divided by 2,000 hours. An Employee being transferred with a prorated part of a year shall be rounded up or down. Rounding shall be under .5 down and .5 or over up.
- B. To qualify for a full vacation, the fifty-two (52) week Employee must work or be paid for all of their scheduled work days. Scheduled work days which an Employee does not work or for which they are not paid will result in a reduction through prorating their available vacation time at the end of the work year. Vacation time is not accumulated during a period of Workers' Compensation leave.
- C. No more than one (1) Employee may be on vacation at any time while school is in session.
1. No Employee shall be on vacation during the week before and the week after school begins, or during the Winter and Spring breaks.
 2. Employees shall not take more than five (5) vacation days during the scheduled school year.
 3. Vacation request approvals will be based on seniority.

4. Exceptions to this section may be approved by the department supervisor.
- D. Vacation days must be used each year and are not accumulative. Vacation days will be lost if they are not used by Friday of the first full week in June of the following school year.
- E. Employees who terminate their employment and gives at least two (2) weeks' advance written notice shall be paid for any unused vacation time.
- F. Employees that are absent because of illness or injury and exhausts their accumulated sick leave benefits during such absence, they may use any vacation time for which they have previously qualified but have not used.

ARTICLE 16

GRIEVANCE PROCEDURE

- A. A grievance is a claim that a provision of this Agreement or a rule or regulation of the Board relating to wages, hours or conditions of employment has been misinterpreted or misapplied. The Association has the right to file grievances concerning interpretation, application or compliance with the contract as it applies to the Employees as a group.
- B. Grievances shall be handled as follows:
 1. Step One -The aggrieved Employee shall discuss the matter with their Supervisor within ten (10) working days after the occurrence of the event upon which the grievance is based.
 2. Step Two -If the matter is not settled to the satisfaction of the aggrieved Employee within five (5) working days following discussion in Step One, the Employee shall put the grievance in writing and file it with their Supervisor within five (5) working days after the Step One meeting. The Supervisor shall give the aggrieved Employee a written answer within five (5) working days after the written grievance is filed with him.
3. Step Three
 - (a) If the written answer does not settle the grievance to the aggrieved Employee's satisfaction and the grievance does not involve the discipline or discharge of an Employee, the grievance shall be submitted to the Central Office Administration together with a written statement of why the answer is unsatisfactory no later than the end of the fifth (5th) working day following receipt of the Supervisor's answer. The Central Office Administration shall investigate the matter and give their answer in writing to the aggrieved Employee by the end of the fifth (5th) working day following receipt of the grievance.

(b) If the written answer does not settle the grievance to the aggrieved Employee's satisfaction, and the grievance involves the discipline or discharge of an Employee, the grievance may be submitted to mediation by written notice given within five (5) working days after receipt of the Central Office Administrator's answer. Such notice shall be signed by the aggrieved Employee and sent to the Michigan Employment Relations Commission with a copy to the Central Office Administration and shall contain a statement of why the Central Office Administrator's answer was unsatisfactory. Representatives of the parties shall meet with a State Labor Mediator at a mutually agreed upon time. Any settlement reached shall be put in writing and signed by the aggrieved Employee and a representative of both the Board and the Association.

4. Step Four - If the Central Office Administration's answer does not settle the grievance or if mediation does not result in a settlement of any grievance involving discipline or discharge, the aggrieved Employee may appeal the grievance to the Board of Education. Such appeal shall be in writing and shall be filed with the Board no later than ten (10) working days after receipt of the Central Office Administration's answer or the mediation meeting, as the case may be. The Board will appoint a committee consisting of two (2) Board Members and one (1) Administrator to meet with the aggrieved Employee and their representative and hear any witnesses necessary for a full presentation of the matter. The Board shall give its written answer to the grievant within twenty (20) working days after completion of its investigation. The Board's answer shall be final and binding on all parties with respect to all grievances concerning the discipline or discharge of an Employee or Employees.
5. Step Five - If a grievance, which does not involve the discipline or discharge of an Employee, remains unsettled, after the Board has responded in writing as outlined in Step Four, then such a grievance may be referred by the Association to arbitration, the costs to be shared equally by the parties. Such referral must be made in writing within ten (10) days after receipt of the Board's written response and must be delivered to the Board within said ten (10) day period. If not so delivered, the grievance shall be considered abandoned. An arbitrator shall be selected by the parties from a panel of five (5) qualified persons prepared by the Michigan Employment Relations Commission.

The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement as written, and he/she shall have no power to alter, add to or subtract from the terms of this Agreement as written. The discharge or discipline of an Employee shall not be arbitratable. The arbitrator's decision shall be in writing and will set forth his/her findings of facts, reasons and conclusions on the issues submitted and shall be final and binding on the Association, its members, the Employee involved, and the Board.

- C. It being intended that grievances should be resolved promptly, the foregoing time limits shall be strictly observed and no grievance shall be processed unless

initiated and/or carried to the next step within the times provided herein or as extended by the mutual agreement.

ARTICLE 17

COMPENSATION

- A. Wages shall be paid in accordance with the wage schedules shown in Appendices A or B as appropriate. Drivers will not be scheduled to drive more than one hundred eighty-five (185) days per year without prior negotiation with the Association. Both parties are expected to abide by all rules and regulations set forth by the State of Michigan governing student attendance days.
- B. An Employee will be placed, at the time of hire, at an appropriate step on the wage schedule. The Board may allow credit for prior work experience, not exceeding two (2) years for actual or related experience. Employees shall advance on the wage schedule each July 1st, provided they have worked at least fifty-one (51) percent of the prior twelve (12) months.
- C. The Board may require unpaid leave or separation if the Employee's physical or mental condition, as determined by a qualified medical doctor, makes it impossible for Employees to perform the requirements of their jobs.
- D. In appreciation for services to the School District, a terminal payment of Forty-Five Dollars (\$45.00) per year of service in the district will be paid upon retirement, in accordance with the Michigan Public Schools Employee Retirement System, provided the Employee shall have been employed in the School District for at least ten (10) years. If the Employee shall have been employed at least twenty (20) years in the district, a terminal payment of Forty-Five Dollars (\$45.00) per year of service shall be made upon resignation from the district. (Should the Board of Education increase the amount for other non-certified Employees, this section shall be adjusted accordingly.)
- E. Time Cards
 1. Hourly Employees are required to report their time worked on a time card. Employees who falsify their time cards will be disciplined up to and including discharge. Recording another Employee's time card will be cause for immediate discharge for both the Employee recording another's time and the Employee requesting or directing the false recording.
 2. Employees will:
 - a. Punch their card daily for each day worked during the two (2) week pay period. Each Employee will punch in at arrival and punch out at the close of the day. Employees will punch out and in during their lunch break or during their normal work day only if they leave the building. Employee time cards must be left in the card rack.

- b. On days that an Employee is absent, write in the reason for the absence (sick/who?, approved leave, vacation, inclement weather day, etc.) in the blank space where hours would have been recorded.
 - c. Write the total hours worked each day in the right hand column next to the time (hours) punched by the clock. The hours worked daily should be only those authorized. (Do not add extra minutes to the time authorized, even though you may have arrived a few minutes early or left a few minutes late.)
 - d. Overtime must be approved in advance by your Supervisor or Principal. The reason for overtime hours must be written in the margin and initialed by the Building Principal or Supervisor.
 - e. Write the total hours worked (60, 75, 80, etc.) for the pay period in the upper left hand corner of the time card when it is complete.
 - f. Sign their time card at the end of each two (2) week period just below the Employee's typed name.
3. The Building Principal or Supervisor will review and sign all time cards before they are sent to the Central Office.

F. Payment of Wages/Hours Worked

1. Employees will be paid according to job classification and years of experience.
2. It is expected that all hourly Employees will work the hours they are scheduled or assigned to work unless given prior authorization to work different hours.
3. Employees shall be paid every two (2) weeks with the pay week running Sunday through Saturday. Payday is one (1) week after each two (2) week pay period, and payday is on Friday.
4. Hourly Employees shall be paid for hours worked and for approved sick leave, holiday leave, and vacation time.

ARTICLE 18

NO STRIKE/NO LOCKOUT

- A. The Association and the Employees agree that during the life of this agreement they will not cause, encourage, participate in or support any strike or picketing against the Board or against the Greenville School District or other interruption of or interference with the normal operations of the Greenville Public Schools. Violation of any provision of this Article shall be grounds for disciplinary action up to and including discharge without recourse to the Grievance Procedure.

- B. The Board will not participate in, instigate or cause any lockout of Employees during the life of this agreement.

ARTICLE 19

INSURANCE

- A. Eligible Employees shall include all those Employees who work at least five (5) hours or drive at least two (2) double runs per day. Eligible employees shall receive benefits as described in C, D, E, F, & G.
- B. The Board maintains its right to provide the bargained benefits through the most cost-effective carrier.
- C. Health Insurance.

Maximum Allowance

<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
\$561	\$561	\$561

1. Employees are willing to pay the balance of the cost, if any, of such health insurance through payroll deduction. The Employee contribution of the monthly premiums shall be deducted from the Employee's pay.
2. Those nine (9) month Employees that wish their health insurance continued over the summer months shall authorize the Board to deduct their contribution as determined in C.1. of this Article for the premium months of July, August and September. The Employee's contribution shall be deducted from the second (2nd) paycheck in June. Adjustments may be necessary at the beginning of the school year when health insurance rates are finalized for the ensuing school year.
3. In the event a full-time Employee is terminated or laid off during the school year, health insurance shall be continued until the Employee has received the pro rata portion of the twelve (12) month insurance year earned at the time of the termination or resignation. All other insurance coverage's will terminate when active employment is terminated or as specified by the policy in effect.
4. A single Employee qualifies for individual membership under group health insurance provisions. If a husband and wife are both employed by the district, they shall not receive double coverage.
5. It's the Board's desire not to duplicate health insurance coverage's provided by other policies.
6. Eligible employees not electing health insurance shall receive One Hundred Dollars (\$100.00) per month toward to any MESSA fixed or variable options and/or Board-approved tax exempt annuities (including MEA Financial Services).

- D. The Board shall provide each eligible Employee as defined by A., premium payment for Fifteen Thousand Dollars (\$15,000) of term life insurance protection. The plan shall include accidental death and dismemberment (AD&D) and waiver of premium (WOP). Employees shall select and state their beneficiary upon application for such coverage.
- E. Eligible Employees shall receive the current dental plan held by the majority of the Employees in the District. The plan shall be fully paid by the Board and shall cover the Employee and their eligible dependents. The plan shall include internal and external coordination of benefits.
- F. Eligible Employees shall receive the current Vision Care Plan held by the majority of the Employees in the district. The plan shall be fully paid by the Board and shall cover the Employee and their eligible dependents. The plan shall include internal and external coordination of benefits.
- G. Continuation of Coverage's (COBRA)
1. Upon termination of employment, reduction in work hours, death, divorce, legal separation from spouse, eligibility for Medicare, or termination of "dependent child" status, an Employee, and/or spouse and children may be eligible for temporary health insurance "continuation coverage" under Federal Law (PL99-272 Title X - COBRA). The Employee, spouse or child(ren) has sixty (60) days from the date of a qualifying occurrence, to notify the Board of his/her desire to continue coverage. Continuation coverage will be at the Employee's expense under the provisions as stipulated in PL99-272 (COBRA-1986). The regular monthly subscriber group rate premium, must be paid to the payroll office by the fifteenth (15th) of the month prior to the month of coverage.
 2. All benefits and coverage shall be subject to and conditioned upon proper application by the Employee for coverage and acceptance of the application by the carrier. All benefits and coverage shall be subject to and conditioned by the terms and provisions of the policy and rules and regulations of the carrier.
 3. The Board, by payment of the premiums required for insurance protections, shall be relieved of all liability with respect to the benefits and coverage provided. Disputes between Employees and the insurance company are not subject to the Grievance Procedure established in this Agreement.

ARTICLE 20

MISCELLANEOUS WORKING CONDITIONS

A. Uniforms

1. Custodial/Maintenance employees will wear uniforms during the scheduled school year.
2. Each twelve (12) month full-time Employee will be furnished with two (2) uniforms each year. At the time the yearly uniform order is made, new twelve (12) month full-time Employees that have successfully completed their probationary period will be furnished with three (3) uniforms. Maintenance and Grounds Employees will be furnished with an additional two (2) pairs of coveralls or uniforms yearly if needed in the performance of their work responsibilities.
3. Every other year, the Board will provide each Bus Driver, Maintenance, and Grounds Employee with a jacket to be worn only during working hours. Such uniforms must be worn during working hours and may not be worn outside normal working hours. The Board shall continue the present practice of furnishing and maintaining the Garage Mechanic's uniform. In addition, at least four (4) coveralls shall also be furnished and maintained by the Board.
4. Old jackets must be returned before a replacement is issued and; upon termination of employment, must be turned in before the final paycheck is received.
5. Cleaning and maintenance of uniforms will be the responsibility of the Employee.
6. Each year, the Garage Helpers shall be furnished with two (2) regular uniforms and two (2) coveralls, which shall be cleaned and maintained by them.

B. Employees are expected to conduct themselves in a courteous, friendly and businesslike manner and are expected to treat students, staff and citizens of the School District with courtesy and respect.

C. Corporal punishment of students is not allowed. Cases of student misconduct should be reported to the Director of Transportation who will take appropriate disciplinary action. In addition, the Board recognizes that good order and discipline is necessary to maintain the safety of the provision of transportation services to its students. Therefore, the Board will, through its administration, support its Bus Drivers in taking reasonable action to maintain the necessary order. Cases of student misconduct should be reported to the Director of Transportation. Drivers will be informed of all students who are suspended from riding their bus or suspended from school and the date they are to be allowed to ride again. If Drivers disagrees with the action taken, they should consult with the Director of Transportation.

- D. If an Employee desires to terminate their employment within the district, they shall give two (2) weeks written notice to the Central Office Administration.
- E. Students shall not be assigned Custodial/Maintenance duties as a form of discipline, except in situations where the students are responsible for creating any debris or defacing school property, etc. In those instances, the students must be supervised by a person(s) other than the Custodian or Maintenance person.
- F. If requested, each Custodial Employee will be furnished with a fan.
- G. Whenever spectator sports or other types of school functions are held in a particular building, and Custodians discover that the facilities have not been properly cleaned up, they shall report this immediately to their Supervisor or Building Principal.
- H. As a condition of employment, Bus Drivers must meet all of the requirements imposed on them by the State and Federal laws and regulations.
1. Bus Drivers License
 - a. Prior to being hired as a Bus Driver, the candidate will be required to present a valid commercial driver's license with the proper endorsement from the State of Michigan.
 - b. After completion of the probationary period, Drivers having to renew their licenses will be reimbursed for the cost of the renewal license and any required skills test unless such testing is required by the State as a direct result of an at fault accident or a moving violation.
 2. Michigan Bus Driver Training Program.
 - a. For classroom hours required by the Michigan Bus Driver Certification Program, the Board will pay the registration fee and the extra trip rate for training.
 3. Annual CDL/DOT Physicals
 - a. For annual CDL/DOT physicals, the Board shall pay the full cost provided the Board designates the doctor. The employee may choose the doctor, but in this event, the Board will reimburse the employee the amount the District pays to a designated doctor.
 - I. The Board will reimburse the Garage Mechanic up to One Hundred Dollars (\$100.00) for stolen personal items which they use on school premises during their normal work, provided the tools are registered with the Director of Transportation, and the loss is not due to the Mechanic's negligence. The Board may require subrogation, assignment and full cooperation by the Mechanic in seeking recovery from any party responsible for such theft.

- J. Prior to beginning employment and every three (3) years thereafter, each Employee shall furnish satisfactory evidence of freedom from tuberculosis. The Board will make available to Employees an opportunity for a skin test. Employees who do not or cannot avail themselves thereof shall obtain an x-ray examination. The Board will contribute Forty Dollars (40.00) toward the cost of such examination (if not covered by health insurance) for any Employee who is sensitive to skin tests if such examination is done at a time and place designated by it. Freedom from tuberculosis is a condition of employment and failure to comply with tuberculosis test requirements will result in time off without pay until proper records are submitted to the Business Office.

ARTICLE 21

EMPLOYEE RESPONSIBILITY

- A. Bus Drivers shall not under any circumstances change stops on the route without approval from the Transportation Director. Drivers have the right to make recommendations on routes and stops to the Transportation Director.
- B. Any ticket(s), fine(s), or court costs resulting from a moving violation while operating a school vehicle will be the sole responsibility of the Driver. A moving violation shall be defined as relating to the Driver's operation of the vehicle.
- C. A Bus Driver must maintain a valid license and an acceptable driving record to remain on duty with the district. Suspension during the period of driving ineligibility will be automatic in the event the State removes the Driver's license. Failing to meet these requirements may result in suspension.
- D. No employee shall be permitted to operate a school district vehicle if that person's driving record fails to meet the requirements of the Michigan Essential Insurance Act for standard automobile insurance or if that person fails to meet the insurance company's requirement.
- E. Any Employee suspended under the previous sections may re-apply for a position after the offending incident(s) or points have been removed from their driving record. The Department Director will maintain the right to determine whether or not to recommend any and all candidates for continued employment.

ARTICLE 22

NEGOTIATION PROCEDURE AND CONTRACT ADMINISTRATION

- A. This Agreement shall supersede any rules, regulations or practices of the Board to the extent that such rules, regulations or practices are contrary to or inconsistent with any of the terms hereof. It is, however, expressly understood that the Board retains the right to make and enforce rules and regulations so long as they are not inconsistent with any provisions of this Agreement.

- B. If any provision of this Agreement or its application to any Employee or group of Employees is found to be contrary to law, such provision or application shall be deemed invalid except to the extent permitted by law, but other provisions or applications shall continue in full force and effect.
- C. During the negotiations leading up to the execution of this Agreement, each party had the right to make proposals and to bargain on all bargainable matters. This Agreement contains the entire agreement of the parties. Each party therefore agrees that during its life the other party will not be required to engage in further bargaining on any subject or matter whether covered herein or not.

ARTICLE 23

DURATION

- A. This Agreement shall become effective July 1, 1995, and continue in effect until June 30, 1998. Upon written notice given by one (1) party to the other at least thirty (30) days in advance, negotiations for a successor Agreement will begin on or about May 1, 1998.
- B. This Agreement shall not be extended orally, and it is expressly understood that it will expire on the date indicated unless extended in writing by the parties.
- C. Second and third year re-opener on health insurance only.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 11th day of December, 1995.

**GREENVILLE EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION**

**BOARD OF EDUCATION OF THE
GREENVILLE SCHOOL DISTRICT**

Brook Hansen
Association Representative

Janet R. Ralph
Janet R. Ralph
President

Charles P. C.
Association Representative

Connie R. Borton
Connie R. Borton
Secretary

Patricia P. Ackley
Association Representative

Dean Van Zegeren
Dean VanZegeren
Chief Negotiator

APPENDIX A--Custodial, Grounds, Maintenance

A. SALARY SCHEDULE

BASE RATE PER HOUR BY SEMESTER (1st SEMESTER/2nd SEMESTER)

		Probation	Step 1	Step 2	Step 3	Step 4
1.	Custodian I					
	1995-96	8.49/8.66	8.81/8.99	9.14/9.32	9.49/9.68	9.81/10.01
	1996-97	8.66/8.83	8.99/9.17	9.32/9.51	9.68/9.87	10.01/10.21
	1997-98	9.01/9.01	9.35/9.35	9.70/9.70	10.07/10.07	10.41/10.41
	Custodian II	After				
	1995-96	completing	10.68/10.89	11.18/11.40	11.65/11.88	12.15/12.39
	1996-97	Cust. I	10.89/11.11	11.40/11.63	11.88/12.12	12.39/12.64
	1997-98	Steps	11.33/11.33	11.86/11.86	12.36/12.36	12.89/12.89
2.	Grounds I					
	1995-96	9.53/9.72	9.97/10.17	10.40/10.61	10.83/11.05	11.25/11.48
	1996-97	9.72/9.92	10.17/10.37	10.61/10.82	11.05/11.27	11.48/11.70
	1997-98	10.11/10.11	10.58/10.58	11.04/11.04	11.49/11.49	11.94/11.94
	Grounds II					
	1995-96	11.19/11.41	11.67/11.90	12.21/12.45	12.72/12.97	13.25/13.52
	1996-97	11.41/11.64	11.90/12.14	12.45/12.70	12.97/13.23	13.52/13.79
	1997-98	11.88/11.88	12.38/12.38	12.96/12.96	13.50/13.50	14.06/14.06
	Grounds III					
	1995-96	11.42/11.65	11.92/12.16	12.46/12.71	12.99/13.25	13.50/13.77
	1996-97	11.65/11.88	12.16/12.40	12.71/12.96	13.25/13.51	13.77/14.05
	1997-98	12.12/12.12	12.65/12.65	13.22/13.22	13.79/13.79	14.33/14.33
	Grounds III/ Maintenance					
	1995-96	11.72/11.95	12.23/12.47	12.76/13.02	13.27/13.54	13.80/14.08
	1996-97	11.95/12.19	12.47/12.72	13.02/13.28	13.54/13.81	14.08/14.36
	1997-98	12.44/12.44	12.98/12.98	13.54/13.54	14.08/14.08	14.65/14.65
3.	Maint. I					
	1995-96	9.53/9.72	9.97/10.17	10.40/10.61	10.83/11.05	11.25/11.48
	1996-97	9.72/9.92	10.17/10.37	10.61/10.82	11.05/11.27	11.48/11.70
	1997-98	10.11/10.11	10.58/10.58	11.04/11.04	11.49/11.49	11.94/11.94
	Maint. II					
	1995-96	12.00/12.24	12.45/12.70	13.00/13.26	13.65/13.92	14.25/14.54
	1996-97	12.24/12.48	12.70/12.95	13.26/13.53	13.92/14.20	14.54/14.83
	1997-98	12.73/12.73	13.21/13.21	13.80/13.80	14.49/14.49	15.12/15.12
	Maint. III					
	1995-96	12.76/13.02	13.18/13.44	13.78/14.06	14.40/14.69	15.00/15.30
	1996-97	13.02/13.28	13.44/13.71	14.06/14.34	14.69/14.98	15.30/15.61
	1997-98	13.54/13.54	13.99/13.99	14.62/14.62	15.28/15.28	15.92/15.92

A. SALARY SCHEDULE (CONTINUED)**BASE RATE PER HOUR BY SEMESTER (1st SEMESTER/2nd SEMESTER)**

	Probation	Step 1	Step 2	Step 3	Step 4
4. Mechanic I					
1995-96	7.47/7.62	7.87/8.03	8.28/8.45	8.66/8.83	9.08/9.26
1996-97	7.62/7.77	8.03/8.19	8.45/8.61	8.83/9.01	9.26/9.45
1997-98	7.93/7.93	8.35/8.35	8.79/8.79	9.19/9.19	9.64/9.64
Mechanic II					
1995-96	12.27/12.52	12.76/13.02	13.30/13.57	13.86/14.14	14.42/14.71
1996-97	12.52/12.77	13.02/13.28	13.57/13.84	14.14/14.42	14.71/15.00
1997-98	13.02/13.02	13.54/13.54	14.11/14.11	14.71/14.71	15.30/15.30
Mechanic III					
1995-96	12.76/13.02	13.18/13.44	13.78/14.06	14.40/14.69	15.00/15.30
1996-97	13.02/13.28	13.44/13.71	14.06/14.34	14.69/14.98	15.30/15.61
1997-98	13.54/13.54	13.99/13.99	14.62/14.62	15.28/15.28	15.92/15.92

- B. SHIFT PREMIUM** - For any employee assigned to a normal shift that begins at 3:00 PM or after, and before 5:00 AM, an additional Twenty cents (\$.20) per hour will be paid.
- C. ADDITIONAL PREMIUM** - For any daytime Employees, whose normal daytime schedule is temporarily altered to a shift beginning at 3:00 PM or after, or will begin before 5:00 AM, an additional premium of Fifty Cents (\$.50) per hour will be paid.
- D. LONGEVITY PREMIUM** - Employees having ten (10) or more consecutive years of service, will receive longevity pay of Thirty Cents (\$.30) per hour.
- E. SPECIAL LICENSE PREMIUM** - The District may pay an employee up to a 10% premium for electrical, plumbing, air conditioning/refrigeration positions held based on licenses held, field experience and district use of such professional services. Such premium will be based on the recommendation of the department director, with the subsequent approval of the administration.

**APPENDIX B - BUS DRIVERS WAGE PER SEMESTER
(1st Semester/2nd Semester)**

A. 1995-96 Pay Schedule

<u>Length of Run Minutes</u>	<u>Probation</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 8</u>
60 or less	20.44/20.85	21.29/21.72	22.16/22.60	23.00/23.46	24.73/25.22
61 - 70	22.50/22.95	23.35/23.82	24.23/24.71	25.08/25.58	26.79/27.33
71 - 80	23.69/24.16	24.37/24.85	25.24/25.74	26.11/26.63	27.78/28.34
81 - 90	24.56/25.05	25.44/25.95	26.26/26.79	27.12/27.66	28.83/29.41
91 - 100	25.57/26.08	26.44/26.97	27.33/27.88	28.14/28.70	29.88/30.48
101 - 105	26.11/26.63	26.95/27.49	27.82/28.38	28.70/29.27	30.40/31.01
106 - 110	26.62/27.15	27.45/28.00	28.34/28.91	29.18/29.76	30.89/31.51
111 - 115	27.13/27.67	27.99/28.55	28.83/29.41	29.69/30.28	31.41/32.04
116 - 120	27.65/28.20	28.51/29.08	29.37/29.96	30.22/30.82	31.96/32.60
121 - 125	28.14/28.70	29.03/29.61	29.88/30.48	30.76/31.38	32.46/33.11
126 - 130	28.70/29.27	29.53/30.12	30.40/31.01	31.26/31.89	32.97/33.63
131 - 135	29.18/29.76	30.06/30.65	30.89/31.51	31.77/32.41	33.48/34.15
136 - 140	29.69/30.28	30.56/31.17	31.41/32.04	32.28/32.93	33.99/34.67
141 - 145	30.22/30.82	31.08/31.70	31.96/32.60	32.78/33.44	34.52/35.21
146 - 150	30.76/31.38	31.59/32.22	32.46/33.11	33.30/33.97	35.01/35.71
151 - 155	31.26/31.89	32.09/32.73	32.97/33.63	33.83/34.51	35.54/36.25
156 - 160	31.77/32.41	32.65/33.30	33.48/34.15	34.33/35.02	36.06/36.78
161 - 165				34.86/35.56	36.61/37.34
166 - 170				35.37/36.08	37.12/37.86
171 - 175				35.87/36.59	37.63/38.38
176 - 180				38.07/38.83	39.96/40.76
181 - 185				39.13/39.91	41.07/41.89

Bus Drivers Wage per Semester (1st Semester/2nd Semester) Continued...
1996-97 Pay Schedule

<u>Length of Run Minutes</u>	<u>Probation</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 8</u>
60 or less	20.85/21.27	21.72/22.15	22.60/23.05	23.46/23.93	25.22/25.72
61 - 70	22.95/23.41	23.82/24.30	24.71/25.20	25.58/26.09	27.33/27.88
71 - 80	24.16/24.64	24.85/25.35	25.74/26.25	26.63/27.16	28.34/28.91
81 - 90	25.05/25.55	25.95/26.47	26.79/27.33	27.66/28.21	29.41/30.00
91 - 100	26.08/26.60	26.97/27.51	27.88/28.43	28.70/29.27	30.48/31.09
101 - 105	26.63/27.16	27.49/28.04	28.38/28.95	29.27/29.86	31.01/31.63
106 - 110	27.15/27.69	28.00/28.56	28.91/29.49	29.76/30.36	31.51/32.14
111 - 115	27.67/28.22	28.55/29.12	29.41/30.00	30.28/30.89	32.04/32.68
116 - 120	28.20/28.76	29.08/29.66	29.96/30.56	30.82/31.44	32.60/33.25
121 - 125	28.70/29.27	29.61/30.20	30.48/31.09	31.38/32.01	33.11/33.77
126 - 130	29.27/29.86	30.12/30.72	31.01/31.63	31.89/32.53	33.63/34.30
131 - 135	29.76/30.36	30.65/31.26	31.51/32.14	32.41/33.06	34.15/34.83
136 - 140	30.28/30.89	31.17/31.79	32.04/32.68	32.93/33.59	34.67/35.36
141 - 145	30.82/31.44	31.70/32.33	32.60/33.25	33.44/34.11	35.21/35.91
146 - 150	31.38/32.01	32.22/32.86	33.11/33.77	33.97/34.65	35.71/36.42
151 - 155	31.89/32.53	32.73/33.38	33.63/34.30	34.51/35.20	36.25/36.98
156 - 160	32.41/33.06	33.30/33.97	34.15/34.83	35.02/35.72	36.78/37.52
161 - 165				35.56/36.27	37.34/38.09
166 - 170				36.08/36.80	37.86/38.62
171 - 175				36.59/37.32	38.38/39.15
176 - 180				38.83/39.61	40.76/41.58
181 - 185				39.91/40.71	41.89/42.73

Bus Drivers Wage Continued...
1997-98 Pay Schedule

<u>Length of Run Minutes</u>	<u>Probation</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 8</u>
60 or less	21.70	22.59	23.51	24.41	26.23
61 - 70	23.88	24.79	25.70	26.61	28.44
71 - 80	25.13	25.86	26.78	27.70	29.49
81 - 90	26.06	27.00	27.88	28.77	30.60
91 - 100	27.13	28.06	29.00	29.86	31.71
101 - 105	27.70	28.60	29.53	30.46	32.26
106 - 110	28.24	29.13	30.08	30.97	32.78
111 - 115	28.78	29.70	30.60	31.51	33.33
116 - 120	29.34	30.25	31.17	32.07	33.92
121 - 125	29.86	30.80	31.71	32.65	34.45
126 - 130	30.46	31.33	32.26	33.18	34.99
131 - 135	30.97	31.89	32.78	33.72	35.53
136 - 140	31.51	32.43	33.33	34.26	36.07
141 - 145	32.07	32.98	33.92	34.79	36.63
146 - 150	32.65	33.52	34.45	35.34	37.15
151 - 155	33.18	34.05	34.99	35.90	37.72
156 - 160	33.72	34.65	35.53	36.43	38.27
161 - 165				37.00	38.85
166 - 170				37.54	39.39
171 - 175				38.07	39.93
176 - 180				40.40	42.41
181 - 185				41.52	43.58

B. Daily Services

1. Clean up - Sweep bus daily and wash once every two (2) weeks.
2. Gas up - as needed
3. Warm up - Daily before runs (maximum of ten [10] minutes).

1995-96	\$210.00
1996-97	215.00
1997-98	220.00

4. The above shall be paid in two (2) equal payments on a semester basis.

C. Number of Days

1. Regular route drive pay and kindergarten route pay will be based on 183 days; however, Drivers shall be paid for any days worked over 183 excluding inclement weather days.

D. Kindergarten Route Pay

1. Kindergarten route will be paid on a flat rate per run basis as follows:

	1995-96	1996-97	1997-98
1-1/2 Hours or Less	17.85	18.21	18.57
Over 1-1/2 Hours	18.87	19.25	19.64

E. Extra Trips and St. Charles Shuttle

1. For trips outside of normal working hours, extra trip Drivers will be allowed fifteen (15) minutes before the trip to gas up and clean the bus. If the Driver completes the "after the trip" duties of sweeping and re-fueling before punching out, then the driver will be paid for this time. If these duties are fulfilled the next day, the driver will not be paid.
2. For trips during the school day, extra trip Drivers will be allowed ten (10) minutes before the trip to gas up and clean the bus. If the extra trip ends after normal working hours, the "after the trip" duties will be fulfilled prior to the next regular route or extra trip. If the Driver completes the "after the trip" duties before punching out, then the Driver will be paid for this time. It is understood that the Driver shall not be paid for any whole or part of the ten (10) minute pre-trip time if it overlaps the Driver's regular run time.
3. Extra trips shall be paid at the following rate:

1995-96	1996-97	1997-98
\$8.15	\$8.30	\$8.45

F. Breakdown Time

1. Breakdown time in excess of fifteen (15) minutes and requiring assistance by the Mechanic or Transportation Director, shall be paid at the extra trip rate. Breakdowns caused by an accident at which the Driver was at fault are excluded.

G. Determination of Pay

1. Full-time Runs: For runs where the time difference between the morning and afternoon run is ten (10) minutes or less, pay shall be based on the longer run.
2. For runs where the time difference between the morning and afternoon run is greater than ten (10) minutes, pay shall be determined by the length of the longer run plus the length of the shorter run with ten (10) minutes added thereto.
3. Less than full-time runs: Drivers shall be paid for the actual number of minutes on each run.
4. The length of a run in minutes shall normally be determined at a safe and reasonable rate of speed and stopping at every stop during the last two (2) weeks of October.

H. Meal Allowance

1. A meal allowance will be allowed upon presentation to the Business Office of a signed receipt from the eating establishment.

a. Coffee Break

1. When a Driver is on a scheduled field trip and must depart from the school prior to 7:00 a.m., a coffee break allowance of up to \$2.00 will be provided. Drivers scheduled on extra trips between noon to 5:00 p.m. will receive a coffee break allowance of up to \$1.75.

b. Lunch

1. When the Driver is on a scheduled field trip for at least one (1) hour and fifteen (15) minutes between the hours of 11:30 a.m. and 1:00 p.m., a lunch allowance of up to \$5.00 will be provided.

c. Dinner

1. When the Driver is on a scheduled field trip for at least one (1) hour and fifteen (15) minutes between the hours of 5:00 p.m. and 6:30 p.m., a dinner allowance of up to \$6.50 will be provided.

d. Sack Lunch

1. On trips where restaurant facilities will not be available and students also carry their own sack lunches, a Driver who certified that they prepared and brought sack lunch will be reimbursed at \$3.50.

APPENDIX C - FAMILY AND MEDICAL LEAVE ACT

- A. In accordance with the specific requirements and definitions of the Family and Medical Leave Act of 1993, a leave of up to twelve (12) work weeks unpaid is available once every twelve (12) months for any employee who has worked for the District for over one year and at least 1250 hours in the last twelve (12) month period for:
1. the birth or care of the employee's child;
 2. adoption or foster care of the employee's child;
 3. care for the employee's spouse, child or parent with a serious health condition;
 4. where the employees are unable to perform their job functions due to the employees' serious health condition.
- B. Spouses whom both work for the District are entitled to a combined twelve (12) work weeks unpaid leave under this policy for any reasons stated in A (1), (2), or (3) above. In all other instances, each employee will receive up to twelve work weeks of unpaid leave.
- C. Where possible, any employee requesting leave under this policy will give the District thirty (30) calendar days notice of the date the leave will begin.
- D. The District may require a medical certification for any leave requested under A(3) and (4) above and may require a second medical opinion regarding the need for the leave at its expense. If there is a dispute between medical opinions, Section 103, Paragraph C of the Family Medical Leave Act provides for a third opinion from a mutually selected health care provider.
- E. An employee may take a reduced or intermittent leave when necessary for medical treatment of a serious health condition of the employee or to care for the employee's spouse, child or parent with a serious health condition. The district may permit any employee to take a reduced or intermittent leave for any leave requested for A(1) and A(2) above.
- F. Any leave granted under this policy is a part of any other leave to which the employee may be entitled under the collective bargaining agreement. Any employee requesting a leave under A(1), A(2) or A(3) above must use accrued paid vacation and personal business leave as part of the twelve (12) work weeks unpaid leave. Any employee requesting leave under A(4) above must use accrued sick leave as part of the twelve (12) work weeks unpaid leave.
- G. The District will continue the employee's group health care benefits during the twelve (12) work week unpaid leave.
- H. The District will restore employees to their former position or to an equivalent position after the leave.
- I. No employee on a leave under this policy will accrue any other benefits during the leave.



