

6/30/98



SUPPORT STAFF
AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

OF THE

EAST GRAND RAPIDS
PUBLIC SCHOOLS

AND

KENT COUNTY
EDUCATION ASSOCIATION

July 1, 1995
through
June 30, 1998

East Grand Rapids Public Schools

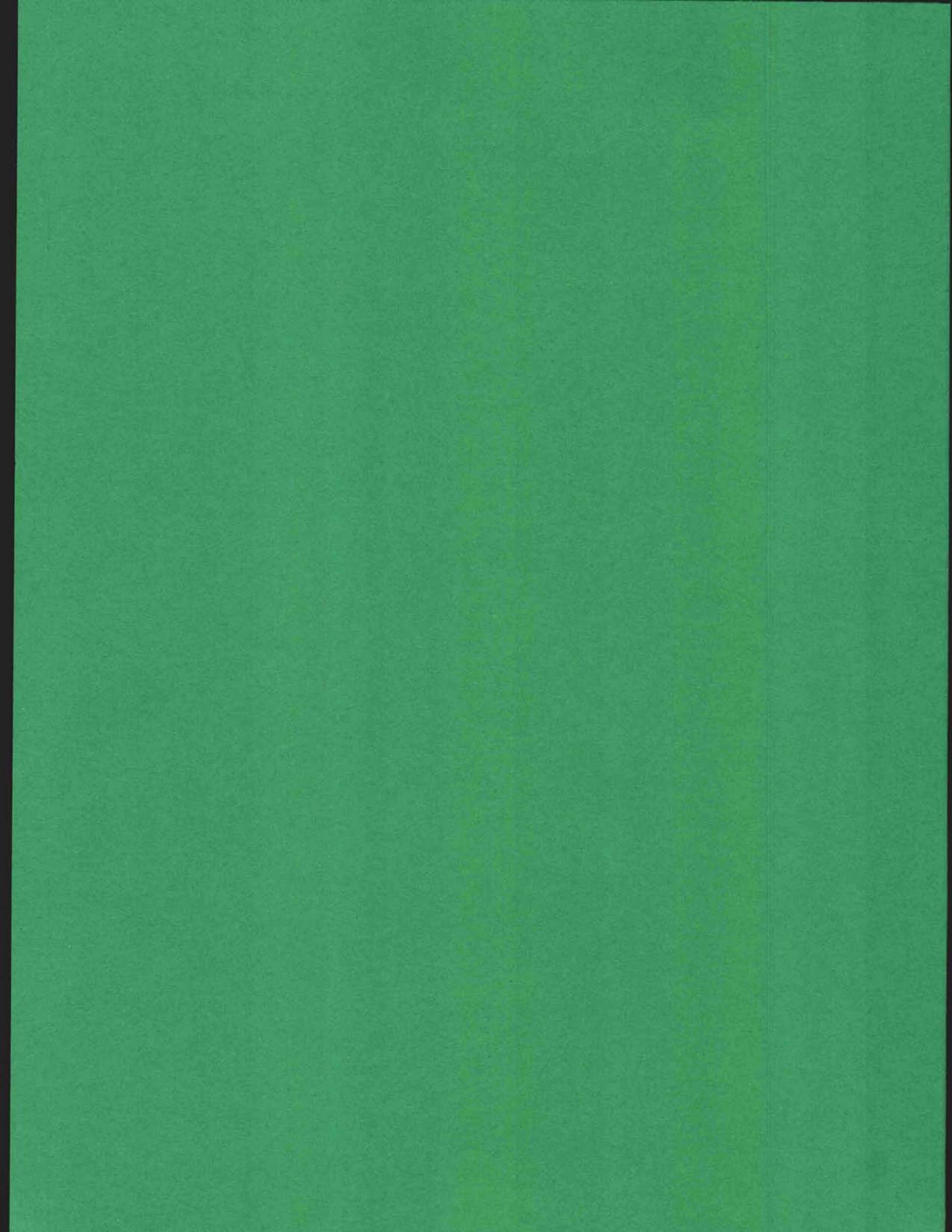
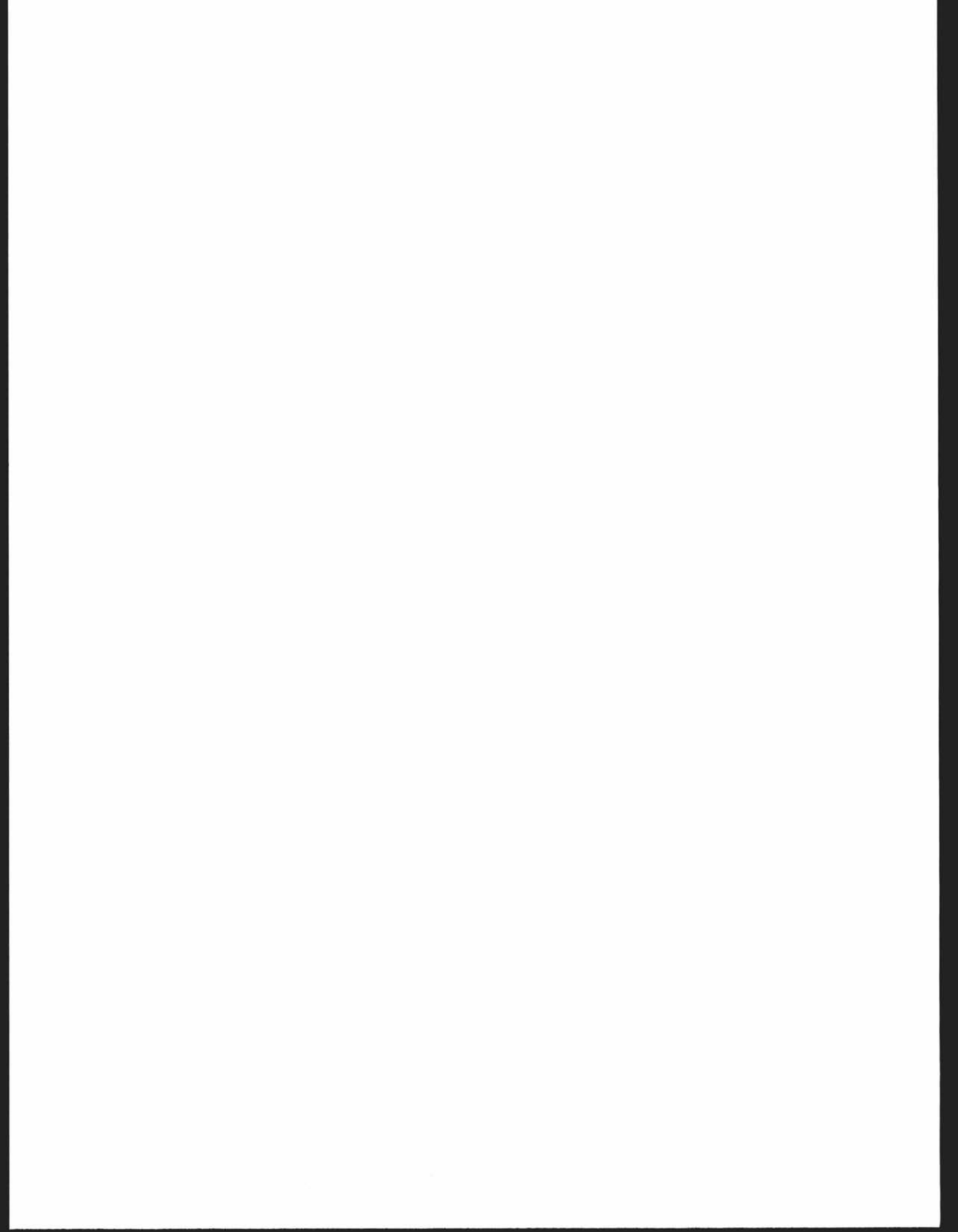


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ARTICLE 1 EMPLOYEE & ASSOCIATION RIGHTS

A. Recognition of Bargaining Unit

Pursuant to and in accordance with all applicable provisions under Act 379 of the Michigan Public Acts of 1965, the Board recognizes the Kent County Education Association/Michigan Education Association/National Education Association as the exclusive representative of all of the employees in the unit for the purpose of engaging in collective bargaining and negotiations and other lawful activities for mutual aid and protection to establish the wages, hours and other conditions of employment in the bargaining unit.

The Board will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 of the Public Acts of 1965 or any other laws of the State of Michigan, or the Constitution of the State of Michigan, or the Constitution of the United States; it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of the employee's membership in the Association, the employee's participation in any lawful activities of the Association for collective negotiations with the Board, or the employee's institution of any grievance under this agreement with respect to any term or condition of the employee's employment.

Included in the Unit

The Association shall include all custodial/maintenance, food service, paraprofessional, secretarial, teacher assistant, and transportation employees of the East Grand Rapids School District working fifteen (15) or more hours per week unless they are specifically excluded below.

Excluded from the Unit

Excluded from the bargaining unit are all certified personnel, student employees, supervisors, including Food Service Director, Transportation Director, up to 9.5 F.T.E. secretarial, bookkeeping and print shop personnel working at the District Office (Business Office, Instruction Office, Special Education Office and Superintendent's Office) as long as their job responsibilities do not include work historically done by bargaining unit secretaries, High School Science Laboratory position, temporary and casual employees working ninety (90) calendar days or less, up to 1.0 F.T.E. custodial employee assigned to clean the district's administrative offices, the High School Custodial Supervisor, part-time employees regularly working less than fifteen (15) hours per week, and all other employees of the East Grand Rapids Board or of any other employer. Maintenance work at Woodcliff will be done by bargaining unit employees as in the past.

The Board agrees not to negotiate with any other organization other than the Association with respect to custodial/maintenance, food service, paraprofessional, secretarial, teacher assistant, or transportation employees for the duration of this agreement.

The Board recognizes the Association as the sole and exclusive bargaining representative for all of the Boards non-supervisory employees (hereinafter called "employee") in the departments and positions as set forth in the Appendices and described above as "Included in the Unit."

Definitions

1. "Classification" shall mean employees identified as members of the bargaining unit within one of the six following groups: custodial/maintenance, food service, paraprofessional, secretarial, teacher assistants, and transportation.

2. "Category" shall refer to levels of positions within each of the classifications.
3. "Position" shall refer to the specific jobs within each category.
4. "Employee" shall apply to all members of the bargaining unit.
5. "Full-Time Employee" is an employee regularly scheduled to work **at least twenty (20) or more** hours per week, even though not employed for fifty-two (52) weeks per year.
6. "Part-Time Employee" is an employee regularly scheduled to work **less than twenty (20) or more** hours per week, even though not employed for fifty-two (52) weeks per year.
7. "Temporary and Casual Employee" is an employee hired on an irregular basis for the purpose of performing a particular task or for the purpose of temporarily replacing an absent employee and for periods less than ninety (90) consecutive calendar days.
8. "Probationary Period" is the first ninety (90) calendar days of employment.
9. "Probationary Employee" is an employee who has been hired to fill a vacancy and has yet to work ninety (90) calendar days .
10. "Seniority" is the length of continuous service with the District since the employee's most recent date of hire.
11. "Seniority Date" is an employee's most recent date of hire with the District.
12. "Classification Seniority" is the length of continuous service with the District within **one** of six classifications.
13. "Administrator" is an administrator, director, or supervisor.

B. Use of Board Facilities

The Association, or any Committee thereof, shall have the right to use school buildings or facilities without charge for meetings of employees of the Board of Education of the East Grand Rapids Public Schools for Association business. These meetings are to be held on the employees' time unless permission to do otherwise is granted by the Assistant Superintendent for Business or his designee five (5) days in advance of the meeting. Proper clearance for the use of school buildings, facilities, materials and equipment shall be obtained from the Assistant Superintendent for Business or his designee in accordance with Board policy for use of facilities and equipment. The Association shall be responsible for the maintenance and security of any facilities used by it, and shall be fully responsible to the Board for any damage.

C. Negotiations Committee

The Board agrees to recognize a Negotiating Committee comprised of members of the Bargaining Unit and their appointed agent or representative. This agent or representative need not be a member of the Association. The make up of this Negotiating Committee will remain unchanged unless changed by prior written notice. The Association shall furnish to the Assistant Superintendent for Business a written list of members of the Negotiating Committee. The Assistant Superintendent for Business will furnish to the Association a list of the members of the Board Negotiations Committee.

D. Association Activities

1. No employee will engage in Association activities during working hours unless permitted within this Agreement or by permission of the Assistant Superintendent for Business. Unless this permission has been granted, any employee who is absent from assigned duties for the purpose of Association business shall have a pro rated deduction of the hourly wage for each hour or part thereof of the employee's absence and shall be subject to disciplinary action. Provided that, subject to over-riding business needs as determined by the Assistant Superintendent for Business, there will be authorized up to thirty-two (32) hours of paid Association Leave of Absence per year for Association business. The Association will reimburse the Board for one-half (1/2) the hourly rate of the employee utilizing the Association Leave. The Board will pay no more than sixteen (16) hours with the Association paying for sixteen (16) hours. This will be an equally shared financial liability for each hour used up to the maximum of thirty-two (32) per year. Written request for such leave shall state the general nature of the Association Business and shall be submitted to the Assistant Superintendent for Business not less than five (5) working days before the requested leave. All requests will be signed by the Association President.
2. **Released Time for Association Meeting**

Each employee scheduled to work during Association meetings shall be released from duty with pay for up to six (6) hours per year to attend such meetings (meetings may be used by the association to meet with the members of individual classifications). These meetings shall be held during non-student attendance periods such as fall orientation, conferences and card marking sessions. The Board and the Association shall meet to determine mutually acceptable meeting times, dates and locations. These meetings will be scheduled at least five (5) days in advance (See Article I, B). These hours are not transferable and are not cumulative. Any employee attending an Association meeting during a time that s/he is normally scheduled to work will indicate on her/his time sheet the length of time away from the job for attendance at the meeting. The immediate supervisor reserves the right to deny a person's request to attend a meeting if the absence of the employee would cause problems. In no case will an employee be away from her/his work assignment for more than one and one-half (1-1/2) hours at any one time.

E. Information

The Assistant Superintendent for Business agrees to furnish to the Association, in response to reasonable requests, information concerning the financial resources of the District and tentative budgetary requirements and allocations in the form such information is maintained by the Board.

F. Membership Fees and Payroll Deductions

The Board agrees to deduct membership dues and initiation fees from the pay of each employee who has delivered to the Board a written authorization for such deductions, PROVIDED, that:

1. **Association Notification to the Business Office**
 - a. Prior to the end of the third week of September each year the Association will provide the Business Office with information regarding Association members and the annual amount of Association dues to be deducted from each. The amount of the deduction will be fixed once entered into the computer except for situations where employees have their hours changed to the point that it changes the amount of annual dues they must pay. If the Association does not give notice of a change in the dues deductions amount by

the third week of September, the amount deducted the previous year will be deducted unless revoked in writing by the employee.

By the end of the first full week of school in September, the Business Office will provide the Association with a list of bargaining unit employees and the number of hours worked by each.

- b. The Board shall deduct one-sixteenth (1/16th) of such dues from the regular payroll check of the employee each pay period beginning with the second pay period in October and for fifteen (15) consecutive regular pay periods thereafter. (Note: when there are three (3) pay periods in a calendar month, dues deductions are not withheld from the third payroll check for that month.) The Board will deduct dues only when the employee has earnings sufficient to cover the amount of such dues or fees.
- c. The Board shall be held harmless and shall not be liable to the Association for any individual employee or employees for monies deducted in accordance with a list provided by the Association or for monies once remitted to the Union by first class mail, postage prepaid or via inter-office mail.

2. Direct Payment to Association

Any employee may pay dues and fees directly to the Association in lieu of payroll deductions.

3. Penalties for Nonpayment of Dues

In the event the Association does not receive the dues and fees from any given employee, who by this agreement is required to such dues and fees, the Board, upon written notification by the Association, shall deduct the amount of the bargaining unit member's wages as authorized under MCLA408.4A and remit same to the Association.

4. Save Harmless Clause

The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this article of the collective agreement. The Association further agrees to indemnify the Board of any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:

- a. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
- b. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the damages which may be assessed against the Board by a court or tribunal.
- c. The Association has the right to choose the legal counsel to represent the Association and the Board in defense of any suit or action.
- d. The Association has the right to compromise or settle any claim made against the Board under this section.

5. Board Notification and Remittance to Association

The Assistant Superintendent for Business shall send written notice to the Association's Secretary/Treasurer of new employees in the bargaining unit. Such notice shall include the employee's name, date of hire, classification, category and hours per week and shall be sent within thirty (30) days of the employee's first day of work. Any increase or decrease in hours shall also be sent within ten (10) days of the change.

All sums so deducted under Section F shall be remitted to the Association as soon as practicable.

G. Subcontracting

The Board agrees not to subcontract work normally performed by bargaining unit members if said subcontracting would:

1. Require a layoff to bargaining unit members, or
2. Cause a reduction in the regular weekly hours worked by bargaining unit members.

It is understood that the Board can engage the services of non-bargaining unit persons to perform work generally similar to the work done by various bargaining unit classifications under the following conditions:

- a. Volunteers may perform services without financial compensation;
- b. Custodial services at the Wealthy Pool/locker rooms and the Community Pool/locker rooms can be performed by the City of East Grand Rapids staff or a custodial cleaning contractor;
- c. The Board can contract with a commercial snow plowing service to have lots and walks cleared of snow;
- d. An outside contractor can be hired if there is a backlog of work which cannot be completed in the current work week, or if the district does not own the necessary equipment to complete a project safely, or if current bargaining unit employees do not have the qualifications or certification to complete the work;
- e. Supervisors who are excluded from the bargaining unit may perform bargaining unit tasks in the course of their employment and this shall not be construed as a violation of this agreement;
- f. The Assistant Superintendent for Business can hire temporary non-bargaining unit employees for periods of ninety (90) days or less to fill vacancies caused because of absence of bargaining unit members.

Additionally, there is no guarantee to any bargaining unit member that overtime hours will be available to them.

H. Student Custodial Assistants

Student custodial assistants shall not be covered by this agreement. Student custodial assistants are individuals performing custodial duties on a part-time basis while attending high school and/or college. The number of student custodial assistants shall not exceed six (6). They shall not be regularly scheduled to work more than twenty (20) hours per week except during school vacation periods. With the exception of weekends and the Woodcliff building, student custodial assistants shall work under the direct supervision of a bargaining unit custodian.

Student custodial assistant positions shall not be used to replace vacant bargaining unit custodian positions, nor shall they be employed when bargaining unit custodians are on layoff or have experienced a reduction in hours. Student custodial assistant positions shall not be created at Breton and Lakeside until the full-time custodian in the building is regularly scheduled to work 40 hours per week. Student custodial assistant positions at the High School will not be offered hours in addition to their regular schedules until those hours have been offered to the flex custodian position at the High School.

I. Bomb Scares

The District recognizes its responsibility to provide its employees with a safe work environment. If the District determines it necessary to have bargaining unit employees assist in building inspections during a bomb scare, the District will provide training for said employees prior to them performing such duty.

**ARTICLE 2
BOARD RIGHTS AND RESPONSIBILITIES****A. Responsibilities**

The Board on its own behalf, and on behalf of the electors of the School District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the school code and the laws and the constitution of the State of Michigan and/or the United States. Such rights, duties, etc. shall include, by way of illustration, and not by way of limitation, the right to (1) manage and control its business, its equipment, and its operations, and to direct the working forces and affairs of the Board of Education and School District; (2) continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement; (3) direct the working forces, including the right to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force, and to layoff employees, but not in conflict with the provisions of this agreement.

B. Authority

The Association recognizes that the Board is legally responsible for the operation of the entire school system within the boundaries of the school district, 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.

C. Administrative Staff

In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to the establishment of education policies, the construction, acquisition and maintenance of school buildings and equipment, the hiring, transfer, assignment, supervision, discipline, promotion, and termination of employees, and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law. No actions shall violate any of the expressed terms of this agreement, and no rules and regulations, shall be adopted or revised, which violate the express terms of this agreement unless mandated by law.

D. Emergency Situations

Upon request of the administration, an employee shall remain on duty as long as needed in the event of emergency situations as determined by the Superintendent or her/his designee.

ARTICLE 3 EMPLOYEE RIGHTS

A. Discipline

No employee who has successfully completed the probationary period shall be disciplined without just cause. Discipline includes warnings, reprimands, suspensions, reductions in rank or pay and discharge. Any such discipline, which is to be made a permanent part of the employee's personnel file, shall be subject to the grievance procedure herein set forth. Upon request, the specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing if the disciplinary action is documented in the employee's file.

The Board agrees with the concept of progressive discipline, except in cases where there has been violations of the law or extreme violations of the rules and policies of the District; and will endeavor to follow the normal progression of oral warnings, written reprimands, suspensions with or without pay, and finally, dismissal if necessary.

B. Right to Representation

An employee shall be entitled to have present a representative of the Association during any meeting which leads or may lead to disciplinary action beyond an oral warning. When a request for such representation is made, the administration shall take no action with respect to the employee until such representative is present. The Association agrees that the Board shall also have the right to request the presence of an Association representative at any meeting with an employee when it appears disciplinary action is likely. Representatives will be designated by the Association and a list of these representatives will be given to the administration.

C. Evaluation and Employee Files

1. Administrators are responsible for the supervision and evaluation of all employees. For employees whose immediate supervisor is a fellow association member (i.e. custodians/head custodians, cook/head cook, paraprofessional/teacher, etc.), the employee will be informed of the immediate supervisor's name, in writing, by the administrator, prior to the start of the third week of fiscal/school year. The employee's job performance will initially be assessed by the immediate supervisor. Then, the administrator will review the assessment to confirm that it is consistent with her/his observations, record any area of disagreement and/or additional comments, and meet with the employee and the immediate supervisor to discuss the employee's evaluation. At the conclusion of the meeting, all parties will sign and date the evaluation. If an employee requests to meet with the administrator and/or immediate supervisor to discuss her/his goals and responsibilities, such meeting shall be held at a mutually convenient time.
2. Each employee will be evaluated in writing on an annual basis. No evaluations or material shall be placed in the employee's file unless the employee has had an opportunity to review the material. Complaints against the employee, if deemed important by the administrator, shall be put in writing with the names of the complainants, administrative action taken, and the remedy recommended clearly stated. When asked to sign any material, the employee shall understand that such signature indicates awareness of the material, but in no instance shall the signature be interpreted to mean agreement with the content. The employee may submit a written notation regarding any evaluation or material which shall be attached to the file copy of the material in question.

3. An employee will have the right, upon request, to review the contents of her/his personnel file excluding initial references. After material has been in the personnel file for an extended period of time, the employee may schedule an appointment with the Assistant Superintendent for Business to review the entire file and formally request that consideration be given to removing outdated material from the file. The official personnel files are kept in the Business Office at the Administration Building.

ARTICLE 4 CONDITIONS OF EMPLOYMENT

A. Probationary Period

1. An individual hired to fill a permanent vacancy shall be considered to be on probation and shall have no seniority until s/he has been an employee for ninety (90) calendar days. During this period, said employees shall not be subject to this Agreement. Such probationary employees may be laid off or discharged without regard to this Agreement, and the Board shall have no obligation to recall or rehire such employees.
2. Uniforms for custodial/maintenance and food service personnel will not be provided until the end of the probationary period unless specified by the Assistant Superintendent for Business.
3. Upon successful completion of the probationary period, the employee shall acquire seniority and shall be placed upon the seniority list with a seniority date which is the same as her/his date of hire. Further, upon obtaining seniority status, the employee will be paid for holidays and sick leave, if they qualify, which occurred during the probationary period.
4. The Assistant Superintendent for Business, or her/his designee, shall provide a written notice to each employee following the completion of the probationary period indicating the successful completion of probation and the employee's job placement.

B. Professional Improvement

The Board of Education will reimburse the employee for the cost of courses taken by the employee to improve the employee's performance. Such courses must be approved in advance by the Assistant Superintendent for Business.

C. Health

1. The Assistant Superintendent for Business may require an employee have on file in the Business Office a health certificate signed by a licensed physician approved by or satisfactory to the Board certifying that the employee is physically fit to perform the full scope of her/his duties. Continued employment in any position shall be contingent upon the individual's continuing physical fitness to capably handle her/his duties.
2. This certificate must be renewed at the option of the Assistant Superintendent for Business or his designee.
3. The cost of the initial physical examination will be paid by the Board of Education after delivery of the physician's statement for services rendered to the Assistant Superintendent for Business. The Board will, in the same manner, pay the cost of additional examinations required by it.

4. Each employee shall meet applicable state requirements concerning tuberculosis examinations. Failure to comply with this requirement will result in layoff, without pay or other benefits until such requirements have been met; PROVIDED, an employee who has failed to comply with the state requirements within ten (10) days from the date of layoff for failure to meet such requirements shall be considered a voluntary quit. The Board will reimburse the employee for the cost of such examination after delivery of the statement for services rendered to the Assistant Superintendent for Business. A written receipt indicating the amount paid by the employee must be submitted for reimbursement. The Board will reimburse the actual amount paid by the employee so long as this amount does not exceed the amount charged by the Kent County Health Department for the same test.
5. An employee absent because of an extended or serious illness of 7 days or more, shall upon request of the Administration, present at the office of the Assistant Superintendent for Business prior to a return to service, a statement from a licensed physician indicating that the employee's health is satisfactory to resume normal duties.
6. The Board reserves the right to send the employee to a Board appointed doctor if the Board pays the cost of such examination.

D. Work Week/Work Year/Work Hours

A work week for overtime computation purposes shall begin at 12:01 a.m. on Saturday and end at 12:00 Midnight on the following Friday. The number of hours worked each week will vary with the job category and building assignment. The normal work week for all employees will be Monday through Friday. If new positions are added in the future that require regular work on Saturday or Sunday, a posting notice will state this schedule. The schedule will be within the framework defined below, if any. The work schedule (hours and shift) will be determined by the Administration. All changes in work shifts will be discussed in advance with individual(s) involved and where possible, personal preferences for shift assignment will be taken into consideration.

1. Custodial/Maintenance Hours

The working day for full-time Custodial/Maintenance employees shall consist of eight (8) hours per day during the school year. With prior approval of her/his administrator, full-time Custodial/Maintenance employees have the option of ten (10) hours per day for a 4-day work week, nine (9) hours a day for four (4) days and four (4) hours on the fifth day, for a 5-day week; or eight (8) hours per day during vacation periods. The lunch/dinner period will be without pay and is not included in the eight (8) hour work period. Employees classified as Custodial/Maintenance will be scheduled to work the hours or shift that the Administration determines to best meet the needs of the district. The work schedule will be within the range of hours detailed below for each shift. Any changes in starting time or shift will be communicated to any employee at least ten (10) work days in advance of the change.

- a. *First Shift*—The first shift is any shift that regularly starts between 5:30 a.m. and 8:00 a.m.
- b. *Second Shift*—The second shift is any shift that regularly starts between 1:00 p.m. and 5:00 p.m. It is agreed that up to three (3) second shift employees may come in as early as 12:00 noon.
- c. *Third Shift*—The third shift is any shift that regularly starts between 9:30 p.m. and 12:00 midnight.

NOTE: Full-time second and third shift Custodial/Maintenance employees will be required to schedule a lunch/dinner. This lunch/dinner will be scheduled by the supervisor at approximately the mid-point of the work shift for each employee. Custodial/Maintenance employees working part-time (less than eight hours) will be scheduled to start their work shift when needed.

Additionally, the work week for the head groundsman from approximately November 15 through March 15 will be five days and will fluctuate between Monday through Saturday while the working hours will be eight hours per day and will fluctuate between first, second, and third shifts depending upon activities and custodial absences. The groundsman shall not be required to work two (2) consecutive shifts.

2. Secretarial Hours

The working day for full-time secretarial employees shall consist of eight (8) consecutive hours per day. The normal working hours are between 7:00 a.m. and 5:00 p.m. However, there are instances where these hours can vary. It is up to the building principal or immediate supervisor to work out a satisfactory lunch hour as well as other changes in the 7:00 a.m. to 5:00 p.m. work day range.

3. Teacher Assistant Hours

Each actual 185 school year work day consists of a minimum of seven hours (7), excluding a lunch period. Employees working less than seven hours per day shall have their salary prorated based on a seven-and-a-half-hour (7-1/2) day. A three-and-three-quarter-hour-per-day (3-3/4) employee will receive one-half the wages listed above (3-3/4 / 7-1/2 = .5 FTE).

Each actual 27 extended school year work day consists of a minimum of six hours (6), including a lunch period.

All absences and/or deviations from the normal work schedule must be reported to the immediate supervisor at least one (1) hour prior to the start of the employee's work shift. Failure to give at least one (1) hour notice could subject the employee to disciplinary action.

E. Lunch Periods and Rest Periods (Breaks)

Employees working four (4) hours or more may schedule an appropriate lunch period of thirty (30) to sixty (60) minutes with their supervisor. The final determination as to the length and time of the lunch break will rest with the supervisor. Each employee working three (3) hours per day or more shall receive one (1) paid fifteen (15) minute break for each complete three (3) hour block of time worked consecutively. Employees working seven (7) or more hours per day shall be allowed two (2) break periods. The rest period will be scheduled by the employee's supervisor.

The Board shall provide without charge to all Food Service employees the equivalent of one (1) adult lunch per day. The lunch must be eaten on the work day earned and consumed on Board property.

NOTE: Breaks are not to be accumulated, and an employee is not allowed to take this paid rest period at the beginning or end of the regular work schedule.

F. Overtime and Call in Pay**1. Overtime**

Time and one-half (1-1/2) of the employee's regular hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours worked in any work day or in excess of forty (40) hours in any work week, PROVIDED, that overtime pay shall not be pyramided. Overtime, for full-time custodial/maintenance employees, will not be paid for hours worked in excess of eight (8) hours worked during vacation periods, provided the employee is not scheduled to work in excess of 40 hours in any work week. All overtime must be approved in advance by the supervisor. When calculating "hours worked" for overtime pay purposes, paid leave (sick leave, Personal Business Days, and family illness) will not be considered "hours worked." For example, if an employee WORKS thirty-six (36) hours in a particular work week and also qualifies for eight (8) hours of paid sick leave that same week, s/he will not be paid overtime unless s/he exceeded eight (8) hours on a given day.

NOTE: Paid holidays and paid vacation days approved at least five (5) days in advance will be considered as "hours worked" for calculation of overtime.

2. Call In Pay/Emergency Call In

In the event an employee is called in to help in an emergency (not scheduled at least forty-eight (48) hours in advance) which requires an additional trip to work, the employee shall be paid at a rate of one and one-half (1-1/2) times her/his regular rate of pay for a minimum of three (3) hours. This pay shall be computed on a portal-to-portal basis from the employee's home.

3. Call In Pay/Prescheduled

If an employee is scheduled to work at least forty-eight (48) hours in advance of the time s/he actually works, the pay will be at one and one-half (1-1/2) times the regular hourly rate of pay. The employee will be guaranteed a minimum of three (3) hours pay at the overtime rate, but will only be paid under these conditions for actual hours worked at the site (no portal-to-portal). For example, if an employee only works two (2) hours s/he will only be paid for two (2) hours. Most facility use hours and the weekend/holiday Community Pool responsibilities fall under this criteria.

4. Call In Pay—Food Service Banquets

In the event a food service employee is called to work on a Saturday or any other time which requires an additional trip to work, the employee shall be paid at a rate of one and one-half (1-1/2) times the regular rate of pay. Banquet work during scheduled vacation periods will be at the employee's regular hourly rate of pay.

Banquet assignments for Food Service employees will be made on a voluntary, rotating basis amongst the employees in the same classification. Rotating schedules will be posted and based on seniority within a category. (Note: Needs by category will be determined by the Food Service Director.) All Food Service employees who have indicated a desire to work banquets will be listed on the rotating schedule. This list will include regular and part-time Food Service employees who are in the bargaining unit who have indicated a desire to work banquets.

G. Time for Transportation Employees

1. Calculation of Time — Paid time will be calculated as follows:

- a. Pre-trip to post-trip: driving time shall be calculated from the time the driver begins their 15-minute pre-trip to the time the driver completes their 15-minute post-trip.
 - b. Minimum guarantee: drivers are provided one hour guaranteed paid time for any route that is less than one hour.
 - c. School closing or absent students: drivers shall not lose paid time due to unscheduled school closing or absent students.
2. Bus Timing: The timing of routes shall be made by the Transportation Director, after conferring with the driver.

H. Bus Driver Route and Extra Trip Assignments

1. Opportunity to Drive: The Transportation Team shall consist of bargaining unit members and the Transportation Director. Regular drivers, including the Transportation Director, will have the first opportunity to select routes and extra trips (athletic and field trips) by date of hire. During the school year, each driver will be responsible for driving her/his vehicle to and from the garage for maintenance as arranged by the Transportation Director. Training of prospective drivers will be assigned by the Transportation Director. However, the Transportation Director will endeavor to include all drivers who indicate an interest in assisting with the training.
2. Description of runs and routes. Runs shall be considered in blocks of time: 6:00 to 10:00 a.m. (morning), 10:00 a.m. to 1:30 p.m. (noon), and 1:30 to 4:30 p.m. (afternoon). Normally, a route has two or more runs, and consists of transporting a student to and from school.
3. Rotation list. The rotation list shall be established each school year in seniority order as outlined in Article 7. Section A.
4. Assignment of regular routes.
 - a. Establishment of routes: No later than two weeks prior to the start of the school year, the Transportation Director and Transportation Representative of the bargaining unit, will begin meeting to establish routes. The routes will be planned cooperatively by the Transportation Director and the Transportation Representative. They will attempt to make the routes as equitable as possible. Input will be solicited from remaining bargaining unit members. If one week prior to the start of the school year, the parties have failed to reach consensus on establishment of routes, the Transportation Director will make the final determination on any areas that are unresolved. Regularly scheduled fueling times, not to exceed thirty (30) minutes each time, will become a part of the drivers regular route.
 - b. Extra Trip Route: An extra trip route, which when combined with regular route duties averages thirty (30) hours per week, may be established. The extra trip route driver will be assigned the number of trips needed to reach 30 hours in a week, prior to any extra trip being posted. The extra trip route driver will be allowed up to four (4) refusals per year of trips assigned to meet the thirty (30) hour average.
 - c. Route selection: The route selection process shall be done cooperatively by the Transportation Team and shall be completed one week prior to the start of school. If routes cannot be agreed upon, transportation team members shall choose routes by date of hire. The Transportation Director will have the first opportunity to drive any route which is less than thirty (30) hours and uses a school vehicle with a capacity of less than sixteen (16) passengers.
 - d. Additional runs/pick-ups after initial route selection: In the event a new run or pick-up is needed after the initial route selection process has taken place, the Transportation

Director and the Transportation Representative will meet to schedule the additional run/pick-up within one week, as outlined in 4. a., above. If the parties have failed to reach consensus on the assignment within two (2) weeks, the Transportation Director will have the final determination in any areas that are unresolved. However, the following exceptions will apply:

- 1) The Transportation Director may temporarily assign the run/pick-up until s/he is able to meet with the Transportation Representative.
- 2) In the event a driver(s) has lost an average of 5 or more hours per week of her/his run time anytime during the school year, all new runs/pick-ups will be assigned to said driver, in order of seniority, until time lost has been recovered.
- 3) In the event a driver(s) has gained an average of 5 or more hours per week of her/his run time anytime during the school year, an attempt will be made to not add more time.
- 4) In the event a new run or pick-up is created 6 weeks after the initial route selection process has taken place, the Transportation Director may arrange for the run or pick-up through assignment to a driver, a parent contract or a contract with a neighboring district. Said arrangement may remain in effect until the start of the next semester, at which time the process outlined in 4. a., above, will apply.

5. Assignment of Extra Trips

- a. Posting of Extra Trips: Extra trips shall be posted forty-eight (48) hours in advance, except in emergency situations. Extra trips posted under such emergencies shall be posted by the Transportation Director via the District's voice mail system. Therefore, each driver should check her/his voice mail by 8:00 a.m. each day. The posting shall include the estimated time, destination, and group.
- b. Assignment of Extra Trips: Extra trips shall be offered to regular drivers by date of hire, and then substitutes, regardless of when it is posted, unless acceptance of the trip would put the driver over 40 hours for the week. In the event an extra trip is not selected, the Transportation Director will first offer the trip to any regular driver not offered the trip due to the fact that it would put them in excess of 40 hours for the week. If a driver or drivers refuse the trip, the Transportation Director will assign the remaining trips to regular drivers, in reverse order of date of hire.
- c. Giving Up Runs: Drivers can give up a regular run to take an extra trip only when a substitute driver is available to cover their run.
- d. Cancellation of Extra Trips: In the event that an extra trip is canceled after 2:30 p.m., the driver will receive one hour extra trip pay for the canceled run and their name will be returned to the rotation list.
- e. Shuttling: In the event that a driver is shuttling any extra trip and has less than one hour down time, pay shall be at the regular driving rate.

6. Assignment of Summer Routes

- a. Summer Posting: Summer routes shall be posted no later than one week prior to the last day of the school year. The posting shall include the estimated time of the route, the vehicle to be used, and a general description of the route.
- b. Summer Route Selection: The summer route selection process shall be done cooperatively by the Transportation Team. Route selection will be completed between the posting date and the last day of the school year. If the Transportation Team fails to reach consensus on route selection, the route will be awarded, as posted, by date of hire. In the

event that not all routes are selected, the Transportation Director shall assign any unselected routes to substitute employees.

- c. **Timesharing of Summer Routes:** If requested, summer routes may be timeshared, provided the arrangement is agreed to by the Transportation Team, does not result in additional costs to the district, and the drivers involved take responsibility for the additional communication required. If the Transportation Team fails to reach consensus on timesharing, the route will be awarded as posted.

7. Substitute Runs

- a. A portion of a run may be substituted, in an emergency.
- b. If the substitute run replaces the driver's regular run, and if that run has fewer hours than her/his regular run, the driver shall experience no loss in pay.
- c. In the event all regular drivers refuse a substitute run and there is no substitute driver available, the Transportation Director shall assign the run to the least senior employee.

8. Meals Out of Town

Meals out of town shall be reimbursed when the driver presents a valid receipt. Five dollars (\$5) per meal is the maximum allowed reimbursement.

9. Layover Time and Pay

Drivers will be paid for layover time for special trips. Drivers are responsible for their vehicles at all times.

I. Bus Driver Certification

1. **Required Licenses:** All drivers are required to maintain a Commercial Driver's License (CDL) as administered by the Michigan Department of State.
 - a. A "C" endorsement is required for all drivers who drive vehicles in the capacity of less than 16 passengers.
 - b. A "B" endorsement and an air brake endorsement is required of all drivers of vehicles with a capacity over 16.
 - c. All drivers are required to maintain a "P" passenger endorsement.
2. **Drivers Safety Education Course:** All drivers are required to successfully complete a drivers safety education course and additional courses as required by the Transportation Director. The rate of pay for required course work will be one-half (1/2) of the driver's regular rate of pay.
3. **Pay for Licenses:** The additional costs for a driver's license and certification that are required to be eligible to drive will be reimbursed by the Board provided that the driver provides a receipt and satisfactorily meets all license and certification requirements. Reimbursement shall be limited to one (1) road test and one (1) CDL license fee per renewal. The Board will not pay for the renewal of a driver's regular license.
4. **Driving Record:** Driving/traffic records may be checked annually. The acquisition of points for poor driving may result in the loss of the driver's position.

J. Bus Driver Pay**1. Pay for In-service**

In-service pay shall be at \$6.00 per hour. Attendance at in-service sessions scheduled by the Transportation Director shall be mandatory.

2. Extra Trip Wages

Extra trips shall be paid at \$9.37 per hour in 1995-96, \$9.56 per hour in 1996-97 and \$9.69 per hour in 1997-98.

ARTICLE 5 PAID LEAVES

A. Paid Holidays

Employees regularly scheduled to work fifty-two (52) weeks per year, school year secretaries, and teacher assistants will be paid for the following eleven (11) holidays at their regular rate of pay for the number of hours normally scheduled to work:

Labor Day	Christmas Day	Memorial Day
Thanksgiving Day	New Year's Eve	July 4th**
Day After Thanksgiving	New Year's Day	
Christmas Eve	Good Friday*	

The eleventh holiday for 1995-96 will be Monday, July 3, 1995. The eleventh holiday for 1996-97 will be Friday, July 5, 1996. The eleventh holiday for 1997-98 will be Friday, July 3, 1997. The eleventh holiday for 1998-99 will be Monday, July 6, 1998.

School year employees working twenty (20) hours per week or more and less than fifty-two (52) weeks per year will be paid their regular rate of pay for the number of hours normally scheduled to work for the following nine (9) holidays.

Thanksgiving Day	Christmas Day	New Year's Day
Day After Thanksgiving	Day After Christmas	Good Friday*
Christmas Eve	New Year's Eve	Memorial Day

*If Good Friday is a scheduled school day, a paid floating holiday will be determined jointly by the Administration and the Association President.

**School year secretaries will be paid for holidays which occur during summer recess in their first paycheck following their return to work in the new school year.

In order to be eligible for holiday pay, employees must:

- a. Have seniority as of the date of the holiday;
- b. Be an active employee as of the date of the holiday; and
- c. Have worked the last scheduled work day or be on an approved paid leave immediately preceding and immediately following the holiday, unless excused.

Eligible employees will be paid holiday pay at straight time hourly rates for the number of hours per day normally worked when the holiday occurs.

Should any holiday fall on a Saturday or a Sunday, the Monday following will be considered a paid holiday. There may be exceptions to this policy where the school calendar dictates.

When half day holidays are agreed to, day shift employees will start their work schedules at the normal time and work one-half (1/2) their normal shift and night shift employees will work a four hour shift.

In the event a holiday falls within an employee's vacation period, s/he shall be paid for that holiday in addition to vacation pay or shall be given an additional vacation day at the employer's option.

B. Paid Vacations

1. An employee normally scheduled to work forty (40) hours per week shall be eligible for paid vacation benefits indicated below if they completed the length of service shown by June 30 of the year the vacation days were accrued:

<i>Completed Service as of June 30</i>	<i>Length of Vacation</i>
Less than 12 Months	Same ratio to ten (10) as the number of days of employment before the vacation are to 365
1 Year through 7 years completed as of 6/30	Ten (10) work days
8 - 13 Years completed as of 6/30	Fifteen (15) work days
14 Years or more completed as of 6/30	Twenty (20) work days

Employees who are employed for less than a fifty-two (52) week year shall be entitled to paid vacation days on a pro rated basis. The pro ration will be based on the number of weeks worked in relation to fifty-two (52) when applied to the chart above. Under no circumstances will employees working less than fifty-two (52) weeks be entitled to more than ten (10) days of vacation.

2. In order to be eligible for vacation as set forth in Paragraph 1, an employee must:
 - a. Have seniority at the time of the taking of the vacation;
 - b. Be an active employee; and
 - c. Regularly be scheduled to work forty (40) hours per week.
3. Vacation time off shall be scheduled with the approval of the immediate supervisor and the Assistant Superintendent for Business. Unless other arrangements are made with the immediate supervisor and the Assistant Superintendent for Business, employees who are employed for fifty-two (52) weeks shall take their vacation time off during those vacation periods scheduled during the year. Exceptions to this may be made on an individual basis when the Assistant Superintendent for Business believes circumstances dictate.
4. Vacation periods shall not accumulate or carry over from one year to the next unless a vacation period is denied at the convenience of the Board or unless the Assistant Superintendent for Business agrees, in writing, to such accumulation or carryover.

5. Eligible employees who terminate their employment with the Board for any reason whatsoever without two weeks notice of termination shall not be entitled to accumulated vacation benefits or pay. Those employees who terminate their employment for any reason whatsoever and who provide two weeks notice of said termination will receive vacation pay, pro rata.
6. A written request on a "Request for Leave" form designating the vacation period desired shall be filed with the Assistant Superintendent for Business at least five (5) work days prior to the vacation time requested. The Assistant Superintendent for Business will make the final determination on vacation dates requested.

Employees shall not be paid in lieu of taking vacations.

Extra days of vacation without pay will not be allowed except under very unusual circumstances. The Assistant Superintendent for Business will make the final determination on all requests for unpaid leave.

7. Employees working fifty-two (52) weeks and twenty (20) or more hours per week up to forty (40) hours per week shall be granted five (5) days vacation based on their regularly scheduled hours (i.e. employees regularly working five (5) hours per day shall receive twenty-five (25) hours vacation pay (five (5) hours times five (5) days)).

C. Paid Disability Leave

All employees working twenty (20) hours or more per week shall, from and after successfully completing their probationary period, be credited with one day of disability leave for each full calendar month they are scheduled to work. These days will be credited to the employee's disability leave bank on the first day of work on or after July 1 of each year. Such disability leave will accumulate without limitation. An employee with credited disability leave who is disabled due to illness, injury, or pregnancy shall be paid full salary for all days normally scheduled to work, charged against accumulated disability leave until disability leave is exhausted. Thereafter, absences shall be without payment of wages or Board paid fringe benefits. Once disability leave is exhausted, an employee must request an unpaid leave or be considered terminated.

School year employees will accrue ten (10) disability leave days per school year. These ten (10) days will be pro rated if the employee works less than a full school year. Teacher assistants will accrue twelve (12) disability leave days per year. An employee will note on her/his time sheet "sick leave" when such a day is used. Notification of absence under this provision will be as soon as practicable, but in no case less than one (1) hour prior to normal starting time.

Note: In the event that an employee leaves the Board's employment for any reason, or is granted any unpaid leave of absence, the number of disability leave days as described above shall be pro-rated and reduced on the following basis: One (1) disability leave day shall be reduced for each twenty (20) scheduled days not worked, excluding paid vacation and paid holidays, rounded to the nearest half day. If the pro-ration indicates that the employee has "over utilized" disability leave, the employee will reimburse the Board by any of the following methods: A) payroll deduction; B) from accrued paid vacation; or C) direct payment by the employee. The method of repayment will be determined by the employer.

D. Illness in Immediate Family

Absence without loss of salary shall be allowed not to exceed five (5) days in any school year for illness in immediate family (spouse, son, daughter, or parents). This provision will apply to the immediate family members described if:

1. They live in the same household with the employee, or
2. They are the primary responsibility of the employee.

This provision is granted with the understanding that it is intended to be a shared responsibility with the employee's spouse, if any, or other adult members of the immediate family.

Doctor appointments (except for emergency medical treatment) will not qualify under this provision.

Such absence shall be deducted from the employee's accumulative disability leave.

E. Personal Business

Each employee regularly working twenty (20) hours or more during the school year will be allowed one (1) day of absence during each fiscal year without loss of salary, to transact personal business which cannot be conducted outside their regular work day. Such day of absence shall not be deducted from the employee's paid disability leave bank. To qualify for this benefit, the request must adhere to the requirements below.

Employees regularly scheduled to work the first shift throughout the fiscal year and who are scheduled to work thirty-seven and one-half (37-1/2) hours per week for a fifty-two (52) week period, shall be allowed up to two (2) days of absence during each fiscal year to transact personal business which cannot be conducted outside their regular work day. If these personal business days qualify by meeting the requirements detailed below, they will be approved without loss of pay. The first day of personal business will not be deducted from the employee's paid disability leave bank, however, the second day will be approved as paid leave time only if the employee has an accumulated paid disability leave day accrued in which case the second day will be deducted from the paid disability leave bank.

A personal business day may not be used immediately before or following a vacation or holiday, except by express approval of the Assistant Superintendent for Business or her/his designee.

It is understood that personal business days are not intended to be used for non-business purposes. Personal business days can not be used for the following:

1. To seek other employment.
2. To engage in other employment.
3. For travel. (Unless the travel is necessary to get to an event that occurs on a regular work day and qualifies under the Personal Business section of the contract.)
4. For business that could be conducted during non-work hours.

NOTE: It is agreed that the definition of "Personal Business" will include unique events of the immediate family which occur during the work shift of the employee on a scheduled work day (examples: college registration, graduation, wedding, etc.)

One quarter (1/4) personal business day can be used for routine or periodic doctor or dentist appointments.

An applicant for a business day is required to state the general reason for such absence and complete the "Request for Leave" form at least five (5) calendar days in advance. In cases of emergency, the five (5) day requirement can be waived by the Assistant Superintendent for Business.

Personal days are non-cumulative. These days must be taken in equivalent quarter (1/4) day units. When personal leave is used, the employee will be compensated at her/his hourly rate for the number of hours normally worked.

F. Death in the Immediate Family

Absence without loss of salary for up to five (5) working days per occurrence will be allowed within the categories listed below:

Death in the employee's immediate family (spouse, children, parents, brothers and sisters, grandparents, parents-in-law, and brothers- and sisters-in-law)

Each day of absence specifically covered under the terms of Section "F" of Article 5 shall be charged against the employee's accumulated disability leave days.

G. Absence for Jury Duty

Any employee summoned to jury duty shall be paid full salary for each working day of absence, provided that the employee pays the Board the jury fee less mileage expenses.

H. Worker's Compensation

1. All injuries and/or disabilities which are claimed to be job related, no matter how slight, are to be reported immediately to the immediate supervisor. All potential claims against Worker's Compensation should be documented within twenty-four (24) hours of the occurrence by completing the "Report of Injury to Employee" form.
2. For any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law, sick leave payments will not exceed the difference between the benefits paid under the provisions of the act and normal wage. Said sick leave payments shall be charged against the employee's accumulated sick leave days until such days are exhausted.
3. Verification of disability and the relationship between the disability and employment may be required. Such verification shall be from medical personnel approved by or satisfactory to the Board.
4. The Board may, but is not required to, place an employee in an assignment within restrictions established by medical personnel approved by or satisfactory to the Board.
5. Once an accident claim has been filed with the Board, it will be the Board's responsibility to file the claim with the Worker's Compensation insurance carrier. After the claim is filed with the insurance company, all claims, problems, reimbursements, etc. must be worked out directly between the employee and the insurance company.

I. Compulsory Absence

Any employee served with a subpoena resulting in involuntary absence, shall be paid her/his wages, provided that the witness fee, less mileage expenses, is paid to the Board.

J. Other Paid Leaves

The Assistant Superintendent for Business shall have discretion to grant emergency leave for death, illness or other emergencies which are not specifically covered under the terms of this contract.

**ARTICLE 6
UNPAID LEAVES**

A. Unpaid Disability Leave

Any employee whose disability extends beyond the period of compensation provided by the accumulated disability leave provisions and using available paid vacation days (provided the employee may reserve up to five (5) days of accumulated vacation) shall request in writing and be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness, provided, however, that such leave of absence shall not extend beyond a period of one (1) calendar year from the date of last payment, unless extended by the Assistant Superintendent for Business.

When an employee's accumulated disability leave is exhausted, further absence will result in full deduction of salary during the period of absence and fringe benefit premium cost will become the responsibility of the employee.

B. Return from Unpaid Disability Leave

Written notification to the Assistant Superintendent for Business of intent to return from an unpaid disability leave of absence must be given at least ten (10) work days prior to the date of return. If an employee who has been on Long Term Disability is able to return earlier than the timelines specified above, the Assistant Superintendent for Business will return the employee to the same or comparable job held by the employee before going on leave, although it is recognized that such assignment cannot be guaranteed. Any employee on leave of absence without pay shall not be entitled to advancement on the salary schedule. Upon return from leave of absence, the Assistant Superintendent for Business will make every effort to return the employee to the same or comparable job held by the employee before going on leave, although it is recognized that such assignment cannot be guaranteed.

The employee shall provide medical verification indicating the need for the disability leave if requested by the Assistant Superintendent for Business.

C. Child Care Leave

Upon at least sixty (60) days advance request, a non-probationary employee shall be granted a child care leave of absence, without pay or other benefits, beginning either upon the conclusion of a disability leave due to pregnancy or upon the delivery of an adopted child; provided that such leave will be granted to only one of two parents, if both are employed by the District. Such leave shall extend for not more than one year unless an extension is granted by the Assistant Superintendent for Business. In the event of the death of the child, the leave may be terminated provided both parties agree. The employee shall, not less than thirty (30) days prior to the

expiration of the leave, notify the Assistant Superintendent for Business of her/his intent to return. Failure to do so will be treated as a resignation of employment. The employee shall be placed in her/his same or comparable position, provided that proper notice of intent to return has been given.

D. Military

An employee shall be granted a leave of absence without pay to serve in the United States military under the following circumstances: the employee is called into service, the employee is activated as a member of the reserve forces, the employee enlists in anticipation of induction, or the employee enlists during a period of time when our country is at war. Full credit on the salary and seniority schedules shall be granted for such time spent in military service. The employee's employment will terminate upon any voluntary extension of such military service.

E. Other Unpaid Leave

Any absence for reasons not specifically covered under the terms of this contract must be discussed in advance with the Assistant Superintendent for Business or her/his designee.

F. Conditions Applicable to all Leave of Absences

Any employee desiring a leave of absence heretofore described, or a leave of absence for any reason not mentioned, shall apply, in writing, to the Assistant Superintendent for Business indicating the period of proposed absence and the reason therefore. Approval of all leaves and extensions shall be discretionary with the administration or Board, except as otherwise provided herein. If the request for leave is approved, the approval shall indicate the period of absence, whether it is without or with pay, whether or not it will be charged against sick leave, and (if it extends into another school year) whether the employee will receive credit on the salary schedule for their period of absence. Upon return from any approved leave, the employee shall be credited with unused sick leave which s/he had at the time the leave began, but shall not be credited with sick leave days for the period of the leave of absence.

ARTICLE 7 SENIORITY, LAYOFF, RECALL, VACANCIES & TRANSFERS

A. Seniority

1. Definition

- a. July 1 will be the first day of the year for determining seniority for first year employees. In an employee's first year of employment, seniority will be prorated based upon the employee's date of hire in relation to July 1.
- b. Full-time employees will accrue one (1) year of seniority for each year of continuous service with the District.
- c. Part-time employees will accrue one-half (1/2) year of seniority for each year of continuous service with the District.
- d. Temporary and casual employees working less than 90 days shall not be subject to this Agreement. Temporary and casual employees working more than ninety (90) consecutive calendar days shall become probationary employees, unless otherwise agreed to by the Association.
- e. If two or more employees have the same seniority date, their placement on the seniority list shall be determined by a lottery drawing of the names of the employees.

The drawing shall be held on or before the first day of the second semester. It will be conducted by the Assistant Superintendent for Business and the Association President. Each affected employee will be invited to attend the drawing.

- f. If an employee transfers from one classification to another classification, the seniority in the former classification will be "frozen" in that classification and, the employee will begin earning seniority in the new classification as of the date s/he starts working in the new classification.
- g. Seniority in one of the classifications does not give an employee rights in any other. Seniority within a given classification does not necessarily qualify an employee for all possible job responsibilities within that classification (i.e. The qualifications for maintenance positions are different than for custodial positions. A food service server will not necessarily qualify to be a head cook.)

2. Seniority Lists

The District shall maintain lists indicating classification seniority. There shall be six (6) separate classifications: 1) custodial/maintenance; 2) food service; 3) paraprofessional; 4) secretarial 5) teacher assistant; and 6) transportation employees. These lists shall be posted, on or before the first day of the second semester, and shall be available to the Association, upon written request.

If any member of the bargaining unit disagrees with her/his placement on the seniority list, the grievance procedure and timelines must be followed when the seniority lists are posted.

The seniority list attached to this Agreement shall be the formal list. Some non-bargaining unit personnel are included on the list. Effective June 30, 1993, those non-bargaining unit personnel shall have their seniority "frozen."

3. Loss of Seniority

Seniority shall be lost if any of the following apply:

- a. The employee retires, quits or is discharged;
- b. The employee is absent five (5) consecutive work days without notifying her/his immediate supervisor. If the Assistant Superintendent for Business is notified of extenuating circumstances which are beyond the control of the employee, the s/he may waive this condition;
- c. The employee does not return from an approved leave of absence within five (5) working days after the leave expires;
- d. The employee does not notify the Assistant Superintendent for Business of her/his intent to return from layoff status within seven (7) working days from date of recall;
- e. If a layoff exceeds sixty (60) months or a period of time equal to an employee's seniority, whichever is less, the employee shall be considered terminated and all contractual rights will cease.

B. Reduction of Work/Hours

If the Board determines that a reduction of bargaining unit work is necessary, the following procedure will be used:

1. The Assistant Superintendent for Business shall meet with the Association President to discuss the proposed layoff and/or reduction of hours;

2. The Assistant Superintendent for Business and the Association President will attempt to reduce staff through attrition and/or voluntary layoff or reduction of hours;
3. If reduction is still necessary, employees working less than 15 hours per week in the classification(s) affected by the reduction shall be laid off or reduced in hours in inverse order of seniority;
4. If reduction is still necessary, probationary employees in the classifications affected by the reduction shall be laid off or reduced in hours in inverse order of seniority;
5. If reduction is still necessary, non-probationary employees in the classification(s) affected by the reduction shall be laid off or reduced in hours in inverse order of seniority.

C. Notice of Layoff/Hours Reduction

Thirty (30) calendar days notice of layoff and fourteen (14) days notice of reduction in hours shall be given. There will be no reduction in the number of hours an employee is normally scheduled to work unless the criteria in Section B "Reduction of Work" is followed. However, hours shall not be reduced across a classification to avoid individual layoffs. Additionally, hours can be reduced for food service employees and paraprofessionals on days when the school calendar has students in school for less than a full school day or not at all.

D. Bumping

1. An employee who has lost hours shall have the right, based on classification seniority and necessary qualifications, to recover those hours, provided there is no conflict in scheduling. Such recovery of hours shall only be within the classification. The intent of this provision is to restore hours as closely as possible to the employee's previously scheduled hours. If an employee is unable to recoup hours under this provision, the employee will have the right to bump the least senior employee in the same classification working the same or closest number of hours as the reduced employee, in the subsequent school year, provided the bumping employee possesses the necessary qualifications for the position into which the bump will occur.
2. An employee whose position has been eliminated, may bump, based upon classification seniority and necessary qualifications:
 - a. the least senior employee within her/his present category, or
 - b. a less senior employee within her/his present classification, but not category, or
 - c. a less senior employee within any classification in which s/he has previously accumulated seniority.

An employee will be guaranteed a position of comparable hours per day and days per year unless they have the least seniority of all other comparable positions. If a part-time employee bumps a full-time employee, the part-time employee must assume all of the full-time employee's hours. Should a layoff/reduction in hours occur six (6) weeks after the start of the school year, part-time paraprofessionals are not permitted to bump any full-time paraprofessionals assigned to an individual special education student, until the beginning of the next school year.

Under no circumstances can an employee bump from one classification to another classification where they have not previously accrued seniority, regardless if the employee has more seniority than someone in another classification. (For example, a custodian with 5.5 years seniority as a custodian does not have the right to bump into the

food service classification and take away someone's job who may have only 3.0 years seniority, unless said custodian accumulated more than 3.0 years seniority in the food service classification.)

E. Job Placement of Laid Off Employees

A laid off employee may apply for any posted positions within another bargaining unit classification covered by this contract provided that a laid off employee has the present skill and ability to perform the necessary work by the end of the trial period as outlined in Section H. 4. of this Article. The employee would be given serious consideration for the posted vacancy if s/he meets the qualifications. If the employee is hired under these circumstances, the hourly rate of the employee will be adjusted to a step level of the new category closest to her/his rate of pay in the classification which s/he was laid off.

F. Employment Priority

Laid off employees shall, upon timely application, be granted priority on all temporary or casual work, provided they are physically able and qualified to perform the full scope of the required work. However, under such circumstances, the employee will not be deemed to have been recalled and will not, except for recall rights, be subject to this Agreement. The administration will make the final determination as to an employee's qualifications for work outside the laid off employee's usual work classification. When work is performed within the employee's classification, the hourly rate of pay will be equal to the employee's regular rate of pay.

G. Recall

A laid off employee will have a contractual right to recall for a period of time equal to her/his seniority, not to exceed a maximum of sixty (60) months. Employees shall be recalled in inverse order of layoff to any position for which they are qualified. Notification of recall shall be by telephone followed by written notification either by first class mail, return receipt requested, or telegram addressed to the employee at the address on file with the Assistant Superintendent for Business. Date of mailing shall be determined by the Board's receipt for mailing. The Board shall not be required to recall probationary employees. Employees who are recalled to a position with fewer hours than they were working prior to recall, or who are recalled to a position outside of their regular classifications, may turn this down and still remain eligible for all recall rights under this contract.

If the employee or a member of her/his household is notified of recall by telephone, s/he shall personally advise the Assistant Superintendent for Business in writing of her/his intent to return to work within seven (7) calendar days from the date of written notification.

The Board may use any available persons to perform work during the time between notification of recall and the return of such employee.

It is the responsibility of the employee to maintain her/his correct address with the Assistant Superintendent for Business. The Board shall have no responsibility or liability for an employee's failure to respond or report for work where the address of the employee on file with the Assistant Superintendent for Business is incorrect.

H. Transfers and Assignments

In order to insure and promote successful and continued operations and because job category are general in nature, temporary transfers between category may be made, fragmentary work from one category may be performed by an employee from another category without a change in category and

replacement of absentees may be made by transfer of available employees; PROVIDED that , an employee temporarily transferred to another category shall receive either her/his current rate of pay or the minimum rate of pay of the category to which transferred, whichever is higher.

I. Permanent Vacancies

1. Posting

A vacancy is a newly created position, a current position increased by more than five hours per week within the same fiscal year (except transportation employees), or a position from which an employee retired, resigned, was terminated or was transferred. The administration can add more than five hours per week to a paraprofessional position during a semester; however, the position shall be posted and staffed no later than the start of the next semester.

Vacancies, which are to be filled, shall be posted for five (5) working days at each building. Postings shall list: job title, hours, starting date, compensation, immediate supervisor, qualifications per the job description, application process, posting and deadline dates, and contact name and phone number. The administration will send three copies of the posting to each work site. The Association shall notify the administration of the person responsible for posting at each work site. The notice will be officially posted and notice served as of the date that the administration sends the posting notices to the designated Association members.

Interested employees must apply by submitting a letter of application and resume to the Assistant Superintendent for Business, at any time during the posting period.

The following explanation will be added to vacancy postings: "Association members will be considered first for this vacancy. The Administration will screen Association members' applications to assess their qualifications for the vacancy. This screening may include an interview. If an Association member meets the qualifications, no other applicants will be considered."

2. Award of the Job

The posted job will be awarded by the Assistant Superintendent for Business on the basis of qualifications for the job and seniority, with seniority being the determining factor when two (2) or more employees meet the qualifications. The qualifications are listed in the job description and posting. Prime consideration will be given to present employees who are qualified. The Assistant Superintendent for Business will prepare an announcement stating who was awarded the job.

3. Staffing Paraprofessional Positions

- a. Prior to the end of the current school year, paraprofessionals shall be notified of their tentative assignments, including building, supervisor and scheduled hours for the next school year. However, if there will be a reduction in hours and/or layoffs, the Assistant Superintendent for Business will notify the Association President of the potential reductions and/or layoffs. The Assistant Superintendent for Business and the Association President will work together to complete the paraprofessional assignments as outlined in this article. Once completed, the paraprofessionals will be notified of their tentative assignments. The Assistant Superintendent for Business and the Association President will endeavor to complete the bumping process prior to the end of school.

- b. Any vacancy that develops over the summer will be posted within ten (10) working days after the students' first day in the fall. The building principal has the right to make temporary assignments as needed until the vacancy is filled permanently. The only exception will be the hiring of paraprofessionals assigned to work with special education students. If such a new position and/or vacancy is created in the summer, it will be posted and filled during the summer. Any paraprofessional interested in being notified of such a vacancy that occurs during the summer, must notify the Special Education Director, in writing, prior to the end of the current school year.

4. Trial Period

During the first ninety (90) calendar days in the position, the employee awarded, transferred or assigned to the position may, if performance is not satisfactory, be returned to her/his original category, if a vacancy exists, or to a category where the employee is capable of performing satisfactorily.

5. Involuntary Transfers or Promotions

Employees shall not be placed on a lower step on the salary schedule due to an involuntary transfer or promotion. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases the administration reserves the right of final determination as to building assignment and work shift.

ARTICLE 8 GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim by one or more employees or the Association of a violation of this Agreement.

B. Purpose

The purpose of this grievance procedure is to secure at the lowest possible administrative level, a resolution of grievances.

Nothing contained in this grievance procedure shall be construed as limiting the right of any employee to discuss any matter informally with any appropriate member of the administration and of having the grievance settled without intervention of the Association, provided the settlement is not in violation with the terms of this Agreement. Such settlement shall be submitted in writing to the Association within ten (10) working days of the settlement.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the time limits set forth in this grievance procedure are maximums. Such time limits may, however, be extended by mutual agreement, in writing, between the Association and the Assistant Superintendent for Business or her/his designee. Grievances must be submitted within seven (7) working days after the facts giving rise to the grievance have occurred. Grievances, except as otherwise provided in this Agreement, shall be processed as follows:

1. By conference between the aggrieved employee and her/his immediate supervisor. In order to be subject to the grievance procedure, matters raised at this level must be clearly identified by the employee as being raised under the grievance procedure. A grieving

employee may elect to have a fellow employee with her/him at the conference with the immediate supervisor.

2. If the grievance is not resolved at Step 1, the grievance must be placed in writing stating the facts giving rise to the grievance, stating the section or sections of this Agreement which have been violated, and must be signed by the aggrieved employee. The written grievance must be submitted directly to the immediate supervisor not later than ten (10) working days after the facts giving rise to the grievance have occurred. The immediate supervisor will meet with the grievant and an Association representative, if requested by the grievant, in an attempt to resolve the grievance and will respond in writing within five (5) working days.
3. If the grievance is not resolved at Step 2, the grievance may be forwarded to the Assistant Superintendent for Business not later than ten (10) working days after receiving the immediate supervisor's response in Step 2. Grievances claiming violation of Association rights may be filed at this Step by an Association representative. The Assistant Superintendent for Business or designee will meet with the grievant and, if requested by the grievant, an Association representative in an attempt to resolve the grievance and will respond in writing within five (5) working days.
4. If the grievance is not resolved at Step 3, the Association and the grievant may, not later than ten (10) working days after receiving the written response of the Assistant Superintendent for Business or the date such response was due, whichever is earlier, notify the Assistant Superintendent for Business that the grievance will be submitted to arbitration. If, within ten (10) working days from the notification of the arbitration, the Association and the Board have not mutually agreed upon an arbitrator, the Association shall, within the next five (5) working days, submit the grievance to the American Arbitration Association in accordance with its rules and regulations which shall likewise govern the arbitration hearing.

The arbitrator shall have the authority to decide only unresolved grievances timely raised involving the interpretation or application of specific terms of this Agreement and shall have no authority to alter, ignore, add to or subtract from any of the terms of this Agreement as written.

The award of the Arbitrator, within the scope of his authority, shall be binding upon all parties.

Costs for the services of the Arbitrator shall be borne equally by the Board and the Association.

D. General Provisions

1. Any grievance not advanced to the next step in accordance with this Article shall be deemed resolved on the basis of the last response, or if no response has been given, shall be deemed to have been abandoned.
2. Only one grievance shall be presented to an arbitrator in any one hearing unless the parties mutually agree to combine grievances for the same arbitrator.
3. Awards for back pay shall be limited to one pay period prior to the first filing in writing of the grievance.

4. The time and date of receipt of all grievance documents shall be placed on the documents and shall be initialed or signed by the Aggrieved, Association representative, if present, or Board representative, with a copy for each party.
5. Conferences relating to grievances shall be held during non-working hours or at otherwise mutually agreeable times.
6. Except at Step 1, settlement of grievances shall be in writing and signed by the Assistant Superintendent for Business or designee and the Association representative. Settled grievances shall be without precedent unless signed by the Association representative and the Assistant Superintendent for Business or designee.
7. In the event more than one person is Aggrieved, only one such person shall be present at conferences or other meetings regarding the grievance unless otherwise agreed. Further, only one such person need acknowledge receipt of grievance documents.
8. Grievance Exclusions—The following matters will not be the basis of grievance filed under the procedure outlined above:
 - a. Termination of services of a probationary employee.
 - b. Anything that is not a violation of the specific terms and conditions spelled out in the written Master Contract Agreement.
9. For the purpose of the time limits in the Grievance Procedure, legal holidays, Saturdays, and Sundays shall not be counted.

All other days that are normal Administration Office work days will be counted in the time limits. It is understood that the time limits are maximums and can be extended with the written mutual consent of both parties.
10. Grievances will be filed only on the form specifically designed for such a purpose and referred to as "Grievance Report Form." Copies of this form will be available from the Administration Office and officers of the union. (A sample grievance form is shown in the back of this contract.)

ARTICLE 9 BASIC PAY, BONUSES AND LONGEVITY PAY

A. Step Increase

Each employee will automatically move to the next step on the pay scale in her/his category effective on July 1st of each contract year except as limited by this provision. Employees hired after December 31 of the contract year shall receive a step increase on their first anniversary date of employment. Subsequent step increases will be made on July first of each contract year.

B. Previous Experience

When determining the appropriate step for an employee to start on, the Assistant Superintendent for Business, or her/his designee, shall take into consideration a maximum of three (3) years service or related experience in a similar position previously held.

A bargaining unit member changing from one category to another category will normally be placed on Step 1 of the new category unless previous experience would qualify the employee to be

placed above Step 1. Previous experience as it relates to qualification for step placement will be determined by the Assistant Superintendent for Business.

C. Longevity Pay

To qualify for longevity pay, an employee must work thirty (30) hours or more per week for thirty-six (36) weeks per year after their years of continuous completed service to the East Grand Rapids Schools exceeds the years listed below.

1. For longevity purposes, continuous years of service in East Grand Rapids Public School System shall be computed twice each year; once as of December 31 and once as of June 30. The anniversary date of each employee shall be used in this determination.
2. One-half of the amount shown below shall be paid in a lump sum on or about December 31 and one-half on or about June 30.
3. Any employee who has completed the number of years of service as stated below shall begin to earn longevity at the rate per annum as indicated.

(Exceptions: Certain paraprofessional employees hired prior to January 1, 1980 were given credit towards longevity for non-continuous employment at East Grand Rapids Public Schools. This will continue. Transportation employees hired before July 1, 1991, shall continue to receive longevity payments per the former "Miscellaneous Work Guidelines for Transportation Employees" until the schedule below equals or exceeds their longevity pay.)

The initial and the final longevity payments will be pro rated based on the number of calendar days an employee actually qualifies for this benefit when compared to the closest date of June 30 or December 31. Additionally, the annual maximums for longevity pay will be according to the following schedule:

Years Completed	Annual Maximums		
	1995-96	1996-97	1997-98
5-9 Years	\$332	\$339	\$344
10-14 Years	\$530	\$541	\$549
15-19 Years	\$734	\$749	\$759
20 Years or More	\$969	\$988	\$1002

D. Mileage

Employees required to use their personal vehicle for the benefit of the district shall be reimbursed at the rate of \$.20 per mile or the current district rate, whichever is higher.

E. Bonuses

In an effort to improve productivity, increase revenue and reduce costs, the Board encourages the establishment of work teams. Suggestions from these teams are sincerely solicited by the Board. If a support staff work team submits a suggestion to the Assistant Superintendent for Business, and the suggestion, once implemented, increases revenue and/or reduces costs by at least \$500 per year, the Assistant Superintendent for Business will recommend to the Superintendent that a bonus be paid. To be eligible to receive a bonus check, a team must be recognized, in writing, by the Assistant Superintendent for Business, prior to a suggestion being submitted. If the Superintendent approves, the team will be awarded a one-time check equal to 50% of the first year additional revenue or savings. The team will determine how the money should be divided among its members. No bonus check will exceed \$500.

ARTICLE 10 SEVERE WEATHER

A. Tornado Warning

In the event of a tornado warning, after the children have been led to shelter, all employees shall take shelter in either the building they are in at the time or the nearest available shelter.

Upon clearance of the warning, all employees shall return to their duties. If employees are excused after completion of at least four (4) hours of the work day, they will receive full pay.

B. Inclement Weather Days

Food service, paraprofessionals, secretaries, teacher assistants, and transportation employees are not normally expected to work on a day when school has been called off due to severe weather. Usually custodial/maintenance employees are expected to work on days school has been canceled because of severe weather. If school has been called off because of severe weather, the employee will be contacted by her/his immediate supervisor if they are going to be required to work. The supervisor will have the final determination as to whether the employee must report to work (or stay at work) on an inclement weather day.

It is the intent of the parties to be in compliance with the requirement regarding the make-up of days lost beyond the control of school authorities. Any days that must be rescheduled will be rescheduled without additional compensation to staff unless the employee is required to work on a canceled day.

1. Canceled Days, Not Made-up

- a. Normal days which are canceled due to severe weather and are not made-up will be paid based on the normal hours and wages for the employee.
- b. When an employee is required to work on a day when other employees in the bargaining unit are not and the work day is not rescheduled, s/he shall receive equal compensation time off on a mutually agreeable date between the employer and the employee.

2. Canceled Days, Rescheduled

- a. Normal work days which are canceled due to severe weather which will be rescheduled will be paid within the pay period the day is made-up.
- b. When an employee is required to work on a day when other employees in the bargaining unit are not, s/he shall receive her/his normal rate of pay for the time worked.

ARTICLE 11 INSURANCE BENEFITS

In order to qualify for benefits under this Agreement, there are certain underwriting requirements and other responsibilities that must be met by the employee and the Board. The following items are applicable to all insurance benefit coverages stated in this Article unless otherwise specified.

1. Upon submission of a proper written application form to the East Grand Rapids Business Office, the Board shall provide the benefits described in this Article for those employees who meet the qualifications stated in this Agreement.
2. Employees newly hired, recalled by the Board, or returning from leave shall be eligible for Board-paid premiums upon completion of appropriate forms. Such coverage shall become effective on the first day they assume their duties.
3. Changes in family status shall be reported by the employee to the Business Office within thirty (30) days of such change. All changes must be submitted in writing on the proper form. The employee shall be responsible for any overpayment of premiums made by the Board in her/his behalf for failure to comply with this. The Board will not be responsible for retroactive premiums because of failure by the employee to complete forms in a timely manner or meet underwriting requirements.
4. The Board agrees to provide the benefit programs described, but within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder. Current copies of all rules and regulations shall be forwarded to the Association President.
5. Employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment. Provided that the employee has fulfilled all contractual obligations, benefits will be provided during all twelve (12) months of the contract year, and the July and August Board portion of the premiums will be paid by the Board.
6. To be eligible for coverage (or increase in coverage), employees must be able to perform the carrier's "at work requirement" with this employer before benefits are effective. Copies of all such "at work requirements" shall be provided to the Association President.
7. Employees who have Board provided term life insurance, have a thirty (30) day conversion right upon termination of employment. Any employee electing her/his right of conversion in order to keep her/his life insurance in force must contact the insurance carrier within thirty (30) days of her/his last day of employment.
8. An open enrollment period for health insurance shall be provided annually during the month of September.
9. An employee or spouse and/or qualified dependent(s) eligible for Medicare shall enroll for Medicare benefits (parts A. and B.) within thirty (30) days of her/his eligible date.
 - a. Employees eligible or who have spouse and/or qualified dependents eligible for Medicare benefits on or after January 1, 1983 must notify the Board of Education, in writing, of their primary program election. The employee's election of primary carrier (Medicare or the school provided plan) shall be subject to the final provisions of T.E.F.R.A.
 - b. To the extent permitted by law, premiums for Medicare supplement and Medicare part B. premiums shall be paid on behalf of the employee, spouse and/or qualified dependents eligible for Medicare.
 - c. The Board of Education will not be liable for any penalties against the employee by the insurance carrier as the result of her/his election.
 - d. All of the above language of Article 11 shall be subject to the final federal regulations of T.E.F.R.A

10. The Board paid benefits are for all bargaining unit members scheduled to work at least thirty (30) hours per week for at least thirty-six (36) weeks and their eligible dependents, as defined by the insurance carrier.
11. The descriptions of benefits in this Article are only general in nature and are superseded and controlled by the terms and conditions of the applicable insurance plan, a copy of which is available for inspection during normal working hours at the Business Office of the Board and are subject to underwriting rules and regulations. A copy will also be filed with the Association President.
12. The Business Office shall be responsible for providing insurance information (certificates of insurance, claim forms, and application forms) made available to them by the insurance company. This information will be available upon request.

A. Qualifications for Benefits/Premium Contribution

To be eligible for health care and dental benefits under this Article, an employee must be scheduled to work a minimum of thirty (30) hours per week for at least thirty-six (36) weeks per year. Employees who work less than thirty (30) hours per week and for twelve (12) months will be eligible for Board paid health and dental benefits on a pro-rata basis provided they are accepted by the underwriter. The proration for these employees will be determined by dividing the scheduled hours by 2,080 hours. For example, if the annual scheduled hours worked are 1,510, the Board paid portion will be 73% (1,510/2,080) and the employee paid portion of the benefit cost will be 27%. For employees working at least thirty (30) hours per week for thirty-six (36) to thirty-nine (39) weeks, the Board will pay 80% of the monthly premium. **Example:** If the monthly premiums are \$100.00, the Board will contribute \$80.00 per month for each of the twelve (12) months and the employee will contribute the remaining \$20.00.

(NOTE: The Board of Education's monthly percent of contribution for school year secretaries and teacher assistants will remain at 88.0%).

Employees scheduled to work thirty (30) hours or more for fifty-two (52) weeks will have 100% of the monthly premium paid by the Board.

B. Medical Care Benefits

For those employees and their eligible dependents that qualify, the health insurance coverage will be provided through MESSA SuperCare and will be similar to the program offered during 1992-93. It is recognized that the insurance company does make some modifications in coverages and coverage limits from time to time. The Board portion of the monthly premium will be determined by the formula described in "A" above.

C. Option Group

Those employees who do not participate in the medical care benefits plan described above, shall participate in the "East Grand Rapids Supplemental Orthodontic Benefits" and "East Grand Rapids Vision Plan II (SET)". Contributions by the Board will be pro rata per the example detailed above.

For each full-time employee not enrolling in the medical care program, the Board of Education will deposit \$25 per month in any one of six deferred income or annuity programs currently in effect. Contributions by the Board will be pro rata per the example detailed above for employees working less than 52 weeks per year, but at least 30 hours per week for 36 weeks.

D. Dental Benefits

The Board will provide without cost to each full-time calendar year employee and her/his spouse and eligible dependents an incentive dental care program which will pay 70%, 80%, 90% or 100% Class I benefits. Payment for Class II benefits (bridges, partials and dentures) will be at 50%. This program will provide for internal and external coordination of benefits. The specific details for this coverage will be determined by the terms and conditions of the plan that was available to employees during the 1992-93 school year.

Less than full-time employees will be required to contribute a pro rated portion of the cost through payroll deduction according to the formula described above.

E. Life Insurance

Upon application, the Board agrees to provide, at no cost to the employee, \$20,000 term life and \$20,000 accidental death insurance coverage for all active employees working thirty (30) hours or more per week for at least thirty-six (36) weeks per year. For those employees working at least twenty (20) hours per week for fifty-two (52) weeks, a \$20,000 term life policy with AD & D will be provided upon submission of an application form completed by the employee. For those employees working more than ten (10) hours and less than thirty (30) hours per week for at least thirty-six (36) weeks per year the Board will provide at no cost to the employee a \$10,000 term life policy with an AD & D rider. Such coverage shall begin in the case of new employees at the time they begin their duties and fulfill the underwriter's requirements. Coverage will cease upon termination of employment.

F. Long Term Disability Benefits

The Board will provide to all employees working thirty (30) hours per week or more and who are eligible under applicable underwriting rules and regulations, a long term disability benefit program generally described as follows:

1. An employee who is disabled under the plan will receive 66-2/3% of their monthly salary not to exceed \$2,000 per month.
2. An employee will not be eligible for benefits until a ninety (90) calendar day waiting period has elapsed.
3. Benefits reduced at age 65 and will terminate at age 70.
4. Income during the period of disability including, but not limited to, sources such as Worker's Compensation, social security, other insurance or state, federal, local governments will be considered in determining level of benefits.

The description of Long Term Disability Benefits in this Article are only general in nature and are superseded and controlled by the terms and conditions of the applicable insurance contract, a copy of which is available for inspection during normal working hours at the Business Office of the Board.

ARTICLE 12 CLOTHING ALLOWANCE

A. Food Service

Food Service employees will receive the following subsidy toward the purchase of uniforms:

	Annual Payment
(a) Employees working twenty (20) hours or more	\$140/year
(b) Employees working less than twenty (20) hours but more than ten (10) hours	\$70/year

The amounts specified above will be paid to Food Service employees as of December 1 each year. The payment will be made when the employee submits receipts to the Food Service Director indicating purchase of shirts, slacks, shorts and shoes to be worn for work in the current calendar year equal to or exceeding the dollar amount of this reimbursement. The Food Service Director must approve the design of shirts, and color of slacks, shorts and shoes prior to being purchased.

B. Custodial/Maintenance Personnel

The Board of Education will purchase uniforms for full-time employees. The Board will determine the supplier, the color, the style, and the number of uniforms to be furnished. The Board will replace no less than two (2) uniforms per year per person. Each employee will clean and maintain the uniform and will wear the uniform while on the job.

If an employee terminates employment prior to completing a full year of service, said employee will reimburse the Board for costs, less depreciation (normal wear and tear). Any employee terminating after one (1) full year of service will be permitted to keep the uniforms.

C. Transportation employees

The Board of Education will purchase a jacket for regularly scheduled transportation employees each fall. A winter jacket will be purchased in odd numbered years and a spring jacket in even numbered years. The Transportation Director, with input from the drivers, will determine the supplier, color and style. Drivers will wear the jacket on the job. Each driver will clean and maintain the jacket.

ARTICLE 13 NO STRIKE CLAUSE

The Board and the Association agree that all differences between them shall be resolved by the orderly procedures provided in this Agreement without interruption of services.

Accordingly:

- A. The Association agrees that during the term of this Agreement, it will not direct, instigate, encourage or support any cessation or interruption of services by any employee of the East Grand Rapids Board of Education and pledges itself to the purpose of insuring continuation of services.

- B. Employees of the East Grand Rapids Board of Education represented by the Association, and each of them, agree that, during the term of this Agreement they will not direct, instigate, participate in, encourage or support any cessation or interruption of services by any employee of the East Grand Rapids Board of Education and pledge themselves to the purpose of insuring continuation of services.

In the event there is an alleged violation of this Article, the Association shall, upon request by the Board, notify within forty-eight (48) hours of the Board's request, in writing, every employee of the Board of Education represented by it that such activity is unauthorized by the Association, that such activity is a violation of the Contract and that such activity, in and of itself, is just cause for termination of employment, and that each and every employee is to immediately cease such activity.

ARTICLE 14 COLLABORATIVE PROBLEM SOLVING

A. Introduction

It is recognized that changes in the ways we deliver services to the District will occur during the life of this Agreement. Additionally, the parties recognize that issues and concerns will arise which may not be covered by this Agreement. In order to address any possible change, and prevent deferral of solutions to problems to the end of the contract period, the parties may agree that the mutual interest involved would best benefit from collaborative study or problem solving. In such cases, these options are available:

1. **Joint Executive Committee:** A Joint Executive Committee of the EGR School Administration and EGRASE shall meet, on a schedule determined by the committee, to consider and make recommendations to the Board and Association, with respect to proposed changes within the District affecting terms and conditions of employment prior to their implementation. The committee shall consist of an equal number of members, half chosen by the Administration (including the Assistant Superintendent for Business) and half by the Association (including the Association President).
2. **Study Team:** A jointly appointed study team, with representatives of the Administration and the Association who share a degree of involvement with the issue at hand, may be established to review and collect information on specific issues. Such study teams, when established, will deal only with the issue or issues for which they were created and charged, and shall serve until completion of their report. Membership, charges, and timelines for study teams shall be determined jointly by the Assistant Superintendent for Business and Association President, or by the Joint Executive Committee. In cases where the Assistant Superintendent for Business and the Association President establish a study team, each are responsible for the immediate notification of the Joint Executive Committee of the establishment of said study team. Reports generated by any study team shall be submitted to Joint Executive Committee.
3. **Resolution Team:** A jointly appointed resolution team, with representatives of the Administration and the Association who share a degree of involvement with the issue at hand, may be established to research options and prepare resolutions to specific problems or issues charged to them by the Assistant Superintendent for Business and Association President, or by the Joint Executive Committee. In cases where the Assistant Superintendent for Business and the Association President establish a resolution team, each are responsible for the immediate notification of the Joint Executive Committee of the establishment of said resolution team. Such resolution teams, when established, will deal with only the

issue or issues for which they were created and charged, and shall serve until completion of their written recommendation(s). Such recommendation(s) will be submitted to the Joint Executive Committee.

B. Limitation

It is not the intention of this Article to place any limitation on the approach the parties may utilize to modify the Agreement. The primary intent is that any change be made through mutual agreement. It is further understood that all terms and conditions of this Agreement shall remain in force until altered by mutual agreement in writing between the parties.

ARTICLE 15 RETIREMENT PROGRAM

Beginning July 1, 1996, through March 31, 1998, the Board will make available a Retirement Program to employees who meet all criteria detailed below:

1. Employees eligible for the EGR Retirement Program must be eligible for retirement under the Michigan Public School Employees Retirement System.
2. Employees intending to participate in the Program must notify the Assistant Superintendent for Business in writing by March 31, 1997, for retirement at the end of the 1996-97 school year and March 31, 1998, for retirement at the end of the 1997-98 school year. An employee wishing to participate in the Retirement Program must submit a letter of resignation for the purposes of retirement with the application to participate in the Retirement Program. Only employees who will complete the school year are eligible. To complete the year means to work all scheduled days or qualify for Board paid disability leave for all scheduled days not actually worked. After the employee's application to participate in the Retirement Program has been accepted by the Assistant Superintendent for Business, the employee may not withdraw her/his resignation.
3. An eligible employee will be paid a lump sum payment of 10% of her/his wages for all regularly scheduled hours worked (not including overtime or other pay) on the first pay day in January following her/his retirement. This sum may be paid as wages or to an annuity approved by the Board. Participants must notify the Business Office of their choice (wages or annuity) by December 15 or the compensation will be paid as wages. A contract from the annuity company must be received by December 15 if that option is selected. It is understood that the lump sum payment may not be counted as wages for the purposes of retirement by the Michigan Public School Employees Retirement System and is subject to withholding for all applicable taxes; further, it is understood that any annuity payment is subject to the allowable limits determined by law and regulations of the Internal Revenue Service.
4. Employees who have completed the school year and who participate under this Program will continue to receive their current insurance benefits through June 30 of the current school year.
5. Employees retiring due to a medical disability, which qualifies them for retirement benefits from the Social Security Administration, the Michigan Public School Employees Retirement System, or any insurance company, are not eligible to qualify for benefits under this Program. Once a person is receiving benefits through the Retirement Program, no subsequent disability will affect those benefits.

6. This offer is non-precedent setting and may not be offered in future years. If any portion of this agreement is found contrary to law, those aspects of the program will be considered null and void.

This program is subject to approval of Board legal counsel and the Michigan Public School Employees Retirement System.

ARTICLE 16 MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be prepared at the expense of the Board and presented to all employees now or hereafter employed by the Board plus ten (10) additional copies shall be provided to the Association initially and each successive year of the contract.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. During the negotiations leading up to this Agreement, each party had the opportunity to bargain on all proper matters. This represents the entire Agreement of the parties. It is further expressly understood and agreed that during its term neither party shall be required to engage in further collective bargaining on any matter or subject whether mentioned herein or not.

**ARTICLE 17
DURATION OF AGREEMENT**

This Agreement shall become effective, upon ratification by both parties, and remain in effect until June 30, 1998. The wages will be retroactive to July 1, 1995. No other benefits or terms of this Agreement will be retroactive. This Agreement shall not be extended orally and negotiations between the parties shall begin at least sixty (60) days prior to the expiration date of the Agreement. If an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at said date unless it is extended for a specific period or periods by mutual written agreement of the parties.

- A. Appendix A sets forth the salary schedule for all classifications.
- B. Appendix B—School Calendars.
- C. Appendix C—Grievance Form.
- D. Appendix D—Seniority Lists.

In Witnesseth Thereof, the parties hereto have caused this Agreement to be signed by their respective representatives:

In Witnesseth Thereof, the parties hereto have caused this Agreement to be signed by their respective representatives:

ASSOCIATION

BOARD OF EDUCATION



 Karen Hamelink, KCEA President



 Louise Edson, President



 Dawn Wise, President



 James E. Morse, Superintendent



 J. Robin Langley, Chief Negotiator



 Robert W. Elliott III, Chief Negotiator

DATE September 28, 1995

DATE September 28, 1995

LETTER OF AGREEMENT
Between the
East Grand Rapids Public Schools Board of Education and the
East Grand Rapids Association of School Employees
on Commitment Sheets

The parties agree to have the Joint Executive Committee appoint a Resolution Team to research options and prepare recommendations regarding commitment sheets. The Resolution Team's recommendations must be presented to the Joint Executive Committee by April 1, 1996 so that appropriate action can occur prior to the first payroll of the 1996-97 year.

For the 1995-96, the following procedures are in effect:

All absences and/or deviations from the normal work schedule must be reported to the immediate supervisor at least one (1) hour prior to the start of the employee's work shift. Failure to give at least one (1) hour notice could subject the employee to disciplinary action.

Commitment sheets for all employees scheduled to work 20 or more hours per week, except for food service and transportation employees, and the high school flex schedule custodian must be signed and returned to the Business Office at least one week prior to the first payroll in July for 12 month employees and the first payroll in the fall for school year employees. School year employees will have the option of being paid in 21 or 26 equal installments.

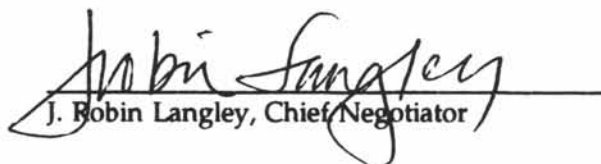
If it is necessary for the employee to work hours over and above her/his regularly scheduled hours, s/he will:

- Receive prior approval from her/his immediate supervisor
- Record the additional hours worked on an Exception Sheet
- Have the Exception Sheet approved by her/his immediate supervisor
- Submit an Exception Sheet to the Business Office on non-payroll Fridays.
- Payment for Exception Sheet hours will be made with no tax adjustments.

EAST GRAND RAPIDS ASSOCIATION OF
SCHOOL EMPLOYEES


 Karen Hamelink, KCEA President


 Dawn Wise, President



 J. Robin Langley, Chief Negotiator

September 28, 1995

EAST GRAND RAPIDS BOARD OF
EDUCATION


 Louise Edison, President


 James E. Morse, Superintendent


 Robert W. Elliott III, Chief Negotiator


September 28, 1995

LETTER OF AGREEMENT
Between the
East Grand Rapids Public Schools Board of Education and the
East Grand Rapids Association of School Employees
on Gerald Boyer Premium

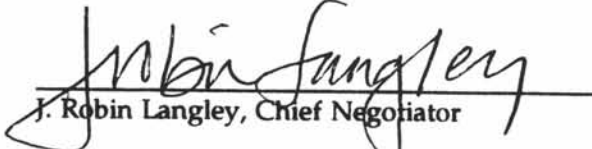
Prior to 1995-96, custodians were paid premiums for head custodian responsibilities and second/third shift assignments. With the three-year contract covering 1995-1998, premiums have been included in the base wage. Gerald Boyer's premium for head custodian responsibilities has been included in his base wage; however, since Gerald is the only head custodian working second shift, his second shift premium was not included in the base wage.

Therefore, the parties agree that the following accommodation will be made for the first two years of the contract. For 1995-96 and 1996-97, Gerald Boyer will be paid an additional \$222 per year. One half of the amount will be paid with the last payroll prior to the end of the first semester. The other half of the amount will be paid with the last payroll prior to the end of the fiscal year. Should Gerald discontinue working the second shift, the \$222 will be prorated. Effective 1997-98, Gerald will be paid the base wage only.

EAST GRAND RAPIDS ASSOCIATION OF
SCHOOL EMPLOYEES


Karen Hamelink, KCEA President

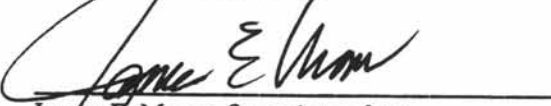

Dawn Wise, President



J. Robin Langley, Chief Negotiator

September 28, 1995

EAST GRAND RAPIDS BOARD OF
EDUCATION


Louise Edison, President


James E. Morse, Superintendent


Robert W. Elliott III, Chief Negotiator

September 28, 1995

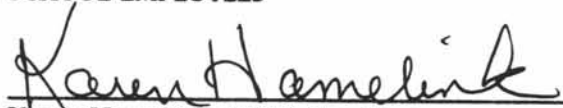
LETTER OF AGREEMENT
Between the
East Grand Rapids Public Schools Board of Education and the
East Grand Rapids Association of School Employees
on Option Group Insurance Benefits

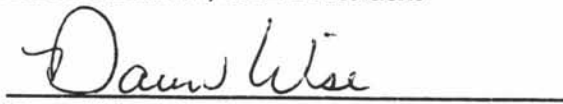
The parties agree to have the Joint Executive Committee appoint a Study Team to research Article 11.C, as listed below, and develop recommendations that will both expand the benefits of this section for the employees and reduce the total cost of health insurance for the District. The Study Team will conduct its work during 1995-96. It is understood that the Study Team's recommendation will only result in expanded benefits within Article 11.C if those changes will result in a reduction of the District's total cost of health insurance..

Those employees who do not participate in the medical care benefits plan described above, shall participate in the "East Grand Rapids Supplemental Orthodontic Benefits" and "East Grand Rapids Vision Plan II (SET)". Contributions by the Board will be pro rata per the example detailed above.

For each full-time employee not enrolling in the medical care program, the Board of Education will deposit \$25 per month in any one of six deferred income or annuity programs currently in effect. Contributions by the Board will be pro rata per the example detailed above for employees working less than 52 weeks per year, but at least 30 hours per week for 36 weeks.

EAST GRAND RAPIDS ASSOCIATION OF
SCHOOL EMPLOYEES


 Karen Hamelink, KCEA President



 Dawn Wise, President



 J. Robin Langley, Chief Negotiator

September 28, 1995

EAST GRAND RAPIDS BOARD OF
EDUCATION


 Louise Edison, President


 James E. Morse, Superintendent

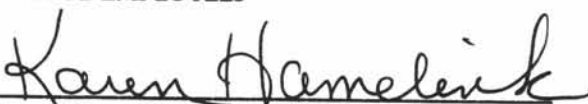

 Robert W. Elliott III, Chief Negotiator

September 28, 1995

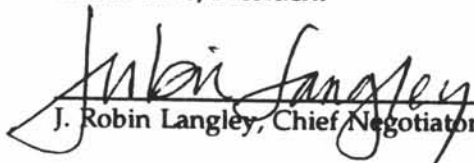
LETTER OF AGREEMENT
Between the
East Grand Rapids Public Schools Board of Education and the
East Grand Rapids Association of School Employees
on Evaluation Form

Study Teams, by classification, will be established by the Joint Executive Committee to revise the support staff evaluation form and develop recommendations. Any proposed revisions must be submitted to the Association's Executive Board and the Administration, on or before March 31, 1996. It is the intent of the Association and the Administration to approve any revisions to the support staff evaluation form prior to July 1, 1996. For 1995-96, the evaluation form found in the 1993-95 Contract will be used.

EAST GRAND RAPIDS ASSOCIATION OF
SCHOOL EMPLOYEES


Karen Hamelink, KCEA President

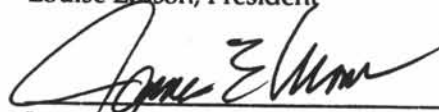

Dawn Wise, President



J. Robin Langley, Chief Negotiator

September 28, 1995

EAST GRAND RAPIDS BOARD OF
EDUCATION


Louise Edison, President


James E. Morse, Superintendent


Robert W. Elliott III, Chief Negotiator


September 28, 1995


LETTER OF AGREEMENT
Between the
East Grand Rapids Public Schools Board of Education and the
East Grand Rapids Association of School Employees
on Alcohol and Drug Testing for Transportation Employees

A Study Team will be established by the Joint Executive Committee to develop recommendations for a Board Policy on alcohol and drug testing for transportation employees. The recommendations for the proposed policy will be submitted to the Association's Executive Board and the Board of Education on or before October 31, 1995. It is the intent of the Board of Education to approve a policy on alcohol and drug testing for transportation employees prior to January 1, 1996.

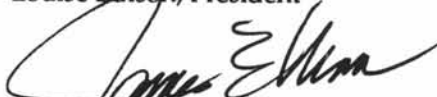
EAST GRAND RAPIDS ASSOCIATION OF SCHOOL EMPLOYEES

EAST GRAND RAPIDS BOARD OF EDUCATION

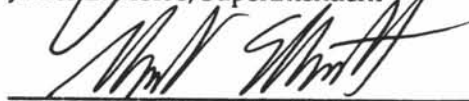

 Karen Hamelink, KCEA President


 Louise Edison, President


 Dawn Wise, President


 James E. Morse, Superintendent


 J. Robin Langley, Chief Negotiator


 Robert W. Elliott III, Chief Negotiator


September 28, 1995

September 28, 1995

LETTER OF AGREEMENT
Between the
East Grand Rapids Public Schools Board of Education and the
East Grand Rapids Association of School Employees
on Secretarial Classification Positions

The parties agree to have the Joint Executive Committee appoint a Study Team to conduct a classification study of all positions within the Secretarial Classification. The Study Team will conduct its work during the Second Semester of the 1995-96 School Year. It is understood that the Study Team's recommendation to the Joint Executive Committee will not necessarily result in an increase in wages for any positions within the Secretarial Classification.

EAST GRAND RAPIDS ASSOCIATION OF
SCHOOL EMPLOYEES


Karen Hamelink, KCEA President


Dawn Wise, President

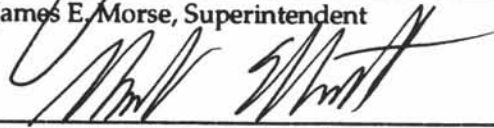

J. Robin Langley, Chief Negotiator

September 28, 1995

EAST GRAND RAPIDS BOARD OF
EDUCATION


Louise Edison, President


James E. Morse, Superintendent


Robert W. Elliott III, Chief Negotiator

September 28, 1995

APPENDIX A
WAGES — 1995-96, 1996-97, 1997-98

CATEGORY	POSITIONS	STEP	1995-96	1996-97	1997-98
CUSTODIAL/MAINTENANCE	CLASSIFICATION				
Maintenance I Category I	Hardware Technician	1 (Probation)	\$14.72	\$15.01	\$15.22
		2	\$15.23	\$15.53	\$15.75
		3	\$15.76	\$16.08	\$16.30
		4	\$16.31	\$16.64	\$16.87
		5	\$16.88	\$17.22	\$17.46
Maintenance II Category II	General Carpentry	1 (Probation)	\$13.07	\$13.33	\$13.52
	General Electrical Services				
	General Maintenance	2	\$13.47	\$13.74	\$13.93
	General HVAC/Plumbing Services	3	\$13.88	\$14.16	\$14.36
		4	\$14.31	\$14.60	\$14.80
		5	\$14.73	\$15.02	\$15.23
Leadership I Category III	Head Custodian	1 (Probation)	\$12.38	\$12.63	\$12.80
		2	\$12.86	\$13.12	\$13.30
		3	\$13.33	\$13.60	\$13.79
		4	\$13.81	\$14.09	\$14.28
		5	\$14.28	\$14.57	\$14.77
Leadership II Category IV	Head Groundsman	1 (Probation)	\$11.87	\$12.11	\$12.28
		2	\$12.35	\$12.60	\$12.77
		3	\$12.82	\$13.08	\$13.26
		4	\$13.30	\$13.57	\$13.76
		5	\$13.77	\$14.05	\$14.24
Operations Category V	Custodian	1 (Probation)	\$11.82	\$12.06	\$12.23
	Groundsman				
	Painting	2	\$12.30	\$12.55	\$12.72
		3	\$12.77	\$13.03	\$13.21
		4	\$13.25	\$13.52	\$13.70
		5	\$13.72	\$13.99	\$14.19
Delivery Category VI	Delivery/Head Custodian	1 (Probation)	\$11.23	\$11.45	\$11.61
		2	\$11.59	\$11.82	\$11.99
		3	\$11.93	\$12.17	\$12.34
		4	\$12.30	\$12.55	\$12.72
		5	\$12.66	\$12.91	\$13.09

CATEGORY	POSITIONS	STEP	1995-96	1996-97	1997-98
SECRETARIAL CLASSIFICATION					
Category I	Secretary to High School Principal	1	\$11.68	\$11.91	\$12.08
	Secretary to Middle School Principal	(Probation)			
	Sec. to Elementary School Principal	2	\$11.95	\$12.19	\$12.36
	High School Registrar	3	\$12.30	\$12.55	\$12.72
		4	\$12.58	\$12.83	\$13.01
		5	\$12.84	\$13.10	\$13.28
		6	\$13.10	\$13.36	\$13.55
		7	\$13.37	\$13.64	\$13.83
Category II	Secretary to Librarians — Districtwide	1	\$11.31	\$11.54	\$11.70
		(Probation)			
		2	\$11.61	\$11.84	\$12.01
		3	\$12.14	\$12.38	\$12.56
		4	\$12.41	\$12.66	\$12.84
		5	\$12.66	\$12.91	\$13.09
		6	\$12.93	\$13.19	\$13.37
		7	\$13.20	\$13.46	\$13.65
Category III	Secretary to Counselors	1	\$11.25	\$11.48	\$11.64
	Secretaries to Assistant Principal	(Probation)			
	Secretary to Athletic Director	2	\$11.53	\$11.76	\$11.93
	Woodcliff Arts Center Secretary	3	\$11.97	\$12.21	\$12.38
		4	\$12.22	\$12.46	\$12.64
		5	\$12.48	\$12.73	\$12.91
		6	\$12.75	\$13.01	\$13.19
		7	\$13.03	\$13.29	\$13.48
Category IV	High School Receptionist	1	\$9.82	\$10.02	\$10.16
		(Probation)			
		2	\$10.08	\$10.28	\$10.43
		3	\$10.35	\$10.56	\$10.70
		4	\$10.61	\$10.82	\$10.97
		5	\$10.88	\$11.10	\$11.25
		6	\$11.14	\$11.36	\$11.52
		7		\$11.62	\$11.79
TEACHER ASSISTANT CLASSIFICATION					
Category I	Teacher Assistant	1	\$12.67	\$12.92	\$13.10
		2	\$13.18	\$13.44	\$13.63
		3	\$13.70	\$13.97	\$14.17
		4	\$14.25	\$14.54	\$14.74
		5	\$14.82	\$15.12	\$15.33
		6	\$15.42	\$15.73	\$15.95
		7	\$16.04	\$16.36	\$16.59
		8	\$16.69	\$17.02	\$17.26
		9	\$17.35	\$17.70	\$17.94
		10	\$18.04	\$18.40	\$18.66

CATEGORY	POSITIONS	STEP	1995-96	1996-97	1997-98
PARAPROFESSIONAL CLASSIFICATION					
Technical Category I	Software Technician	1 (Probation)	\$11.77	\$12.01	\$12.17
		2	\$12.46	\$12.71	\$12.89
		3	\$12.91	\$13.17	\$13.35
		4	\$13.35	\$13.62	\$13.81
		5	\$13.80	\$14.08	\$14.27
Instructional Category II	Classroom Media Center Noon Hour Special Education	1 (Probation)	\$9.82	\$10.02	\$10.16
		2	\$10.12	\$10.32	\$10.47
		3	\$10.68	\$10.89	\$11.05
		4	\$10.90	\$11.12	\$11.27
		5	\$11.14	\$11.36	\$11.52
FOOD SERVICE CLASSIFICATION					
Category I	Chef/Banquet Manager	1 (Probation)	\$11.82	\$12.06	\$12.23
		2	\$12.30	\$12.55	\$12.72
		3	\$12.77	\$13.03	\$13.21
		4	\$13.25	\$13.52	\$13.70
		5	\$13.72	\$13.99	\$14.19
Category II	Middle School Head Cook	1 (Probation)	\$9.37	\$9.56	\$9.69
		2	\$9.67	\$9.86	\$10.00
		3	\$10.14	\$10.34	\$10.49
		4	\$10.37	\$10.58	\$10.73
		5	\$10.63	\$10.84	\$10.99
Category III	Server/Cashier	1 (Probation)	\$8.96	\$9.14	\$9.27
		2	\$9.23	\$9.41	\$9.55
		3	\$9.75	\$9.95	\$10.08
		4	\$9.98	\$10.18	\$10.32
		5	\$10.20	\$10.40	\$10.55
Category IV	Production Banquet Production	1 (Probation)	\$9.10	\$9.28	\$9.41
		2	\$9.37	\$9.56	\$9.69
		3	\$9.87	\$10.07	\$10.21
		4	\$10.15	\$10.35	\$10.50
		5	\$10.32	\$10.53	\$10.67
TRANSPORTATION CLASSIFICATION					
Category I	Bus Driver	1 (Probation)	\$10.64	\$10.85	\$11.00
		2	\$11.27	\$11.50	\$11.66
		3	\$11.69	\$11.92	\$12.09
		4	\$12.12	\$12.36	\$12.54
		5	\$12.54	\$12.79	\$12.97
Category II	Van Driver	1 (Probation)	\$9.15	\$9.33	\$9.46
		2	\$9.69	\$9.88	\$10.02
		3	\$10.11	\$10.31	\$10.46
		4	\$10.53	\$10.74	\$10.89
		5	\$10.96	\$11.18	\$11.34

**APPENDIX B-1
EAST GRAND RAPIDS PUBLIC SCHOOLS
1995-96 School Calendar**

Week	August 1995							TD	SD	Week	February 1996							TD	SD
No.	S	M	T	W	T	F	S			No.	S	M	T	W	T	F	S		
1	20	21	NS	NS	SR	NT	26			24					1	2	3		
2	27	CB	29	30	31			5	4	25	4	5	6	7	8	9	10		
Week	September 1995							TD	SD	Week	March 1996							TD	SD
No.	S	M	T	W	T	F	S			No.	S	M	T	W	T	F	S		
2						1	2			28	25	26	27	28	29			20	20
3	3	LV	5	6	7	8	9			29	3	4	5	6	7	8	9		
4	10	11	12	13	14	15	16			30	10	11	12	13	14	15	16		
5	17	18	19	20	21	22	23			31	17	18	19	20	21	22	23		
6	24	25	26	27	28	29	30	20	20	32	24	25	26	27	28	SV	30		
Week	October 1995							TD	SD	Week	April 1996							TD	SD
No.	S	M	T	W	T	F	S			No.	S	M	T	W	T	F	S		
7	1	2	3	4	5	6	7			33		SV	SV	SV	SV	DV	6		
8	8	9	10	11	12	13	14			34	7	8	9	10	11	12	13		
9	15	16	17	18	19	20	21			35	14	15	16	17	18	19	20		
10	22	23	24	25	26	27	28			36	21	22	23	24	25	26	27		
11	29	30	31					22	22	37	28	29	30					17	17
Week	November 1995							TD	SD	Week	May 1996							TD	SD
No.	S	M	T	W	T	F	S			No.	S	M	T	W	T	F	S		
11				1	2	3	4			37				1	2	3	4		
12	5	6	7	8	9	10	11			38	5	6	7	8	9	10	11		
13	12	13	14	15	16	17	18			39	12	13	14	15	16	17	18		
14	19	20	21	22	TV	TV	25			40	19	20	21	22	23	24	25		
15	26	27	28	29	30			20	20	41	26	MV	28	29	30	31		22	22
Week	December 1995							TD	SD	Week	June 1996							TD	SD
No.	S	M	T	W	T	F	S			No.	S	M	T	W	T	F	S		
15						1	2			41							1		
16	3	4	5	6	7	8	9			42	2	3	4	LD	TR	TR	8		
17	10	11	12	13	14	15	16			43	9	10	11	12	13	14	15		
18	17	18	19	20	21	22	23			44	16	17	18	19	20	21	22		
19	24	HV	HV	HV	HV	HV	30			45	23	24	25	26	27	28	29		
20	31							16	16	46	30							5	3
Week	January 1996							TD	SD	TOTALS							185	180	
No.	S	M	T	W	T	F	S												
20		HV	HV	HV	HV	HV	6												
21	7	8	9	10	11	12	13												
22	14	15	16	17	TR*	TR*	20												
23	21	22	23	24	25	26	27												
24	28	29	30	31				18	16										

TD — Teacher Days
 SD — Student Days
 NS — New Staff Report
 SR — Staff Report (All)
 LV — Labor Day Vacation
 CB — Classes Begin
 Students a.m.
 Teacher In-Service p.m.
 NT — No Teachers

TV — Thanksgiving Vacation
 HV — Holiday Vacation
 TR — Teacher Record Day
 WB — Winter Break
 DV — Day of Vacation (Good Friday)
 SV — Spring Vacation
 MV — Memorial Day Vacation
 LD — Last Day for Students (Full Day)
 * — Half Day In-Service one of these days

**APPENDIX B-2
EAST GRAND RAPIDS PUBLIC SCHOOLS
1996-97 School Calendar**

August 1996									TD	SD	February 1997									TD	SD				
Week No.	S	M	T	W	T	F	S					Week No.	S	M	T	W	T	F	S						
1	25	26	27	28	SR	NT	31		1	0	23														
September 1996											March 1997														
Week No.	S	M	T	W	T	F	S					Week No.	S	M	T	W	T	F	S						
2	1	LV	CB	4	5	6	7					27									20	20	27		
3	8	9	10	11	12	13	14					28	2	3	4	5	6	7	8						
4	15	16	17	18	19	20	21					29	9	10	11	12	13	14	15						
5	22	23	24	25	26	27	28					30	16	17	18	19	20	21	22						
6	29	30							20	20		31	23	24	25	26	27	DV	29			20	20		
October 1996											April 1997														
Week No.	S	M	T	W	T	F	S					Week No.	S	M	T	W	T	F	S						
6			1	2	3	4	5					32			1	2	3	4	5						
7	6	7	8	9	10	11	12					33	6	SV	SV	SV	SV	SV	12						
8	13	14	15	16	17	18	19					34	13	SV	15	16	17	18	19						
9	20	21	22	23	24	25	26					35	20	21	22	23	24	25	26						
10	27	28	29	30	31				23	23		36	27	28	29	30							16	16	
November 1996											May 1997														
Week No.	S	M	T	W	T	F	S					Week No.	S	M	T	W	T	F	S						
10						1	2					36						1	2	3					
11	3	4	5	6	7	8	9					37	4	5	6	7	8	9	10						
12	10	11	12	13	14	15	16					38	11	12	13	14	15	16	17						
13	17	18	19	20	21	22	23					39	18	19	20	21	22	23	24						
14	24	25	26	27	TV	TV	30		19	19		40	25	MV	27	28	29	30	31			21	21		
December 1996											June 1997														
Week No.	S	M	T	W	T	F	S					Week No.	S	M	T	W	T	F	S						
15	1	2	3	4	5	6	7					41	1	2	3	4	5	6	7						
16	8	9	10	11	12	13	14					42	8	9	10	LD	TR	TR	14						
17	15	16	17	18	19	20	21					43	15	16	17	18	19	20	21						
18	22	HV	HV	HV	HV	HV	28					44	22	23	24	25	26	27	28						
19	29	HV	HV						15	15		45	29	30								10	8		
January 1997											TOTALS									185	180				
Week No.	S	M	T	W	T	F	S																		
19							4																		
20	5	6	7	8	9	10	11																		
21	12	13	14	15	16	17	18																		
22	19	20	21	22	*TR	*TR	25																		
23	26	27	28	29	30	31			20	18															

TD — Teacher Days
SD — Student Days
NS — New Staff Report for five additional days; will be notified of starting date
SR — Staff Report (All)
LV — Labor Day Vacation
CB — Classes Begin
Students a.m.
Teacher In-Service p.m.
NT — No Teachers

TV — Thanksgiving Vacation
HV — Holiday Vacation
TR — Teacher Record Day
WB — Winter Break
DV — Day of Vacation (Good Friday)
SV — Spring Vacation
MV — Memorial Day Vacation
LD — Last Day for Students (Full Day)
* — Half Day In-Service one of these days

**APPENDIX B-3
EAST GRAND RAPIDS PUBLIC SCHOOLS
1997-98 School Calendar**

Week	August 1997							TD	SD	Week	February 1998							TD	SD
No.	S	M	T	W	T	F	S			No.	S	M	T	W	T	F	S		
1	24	25	26	27	SR	NT	30			24	1	2	3	4	5	6	7		
2	31							1	0	25	8	9	10	11	12	13	14		
										26	15	16	17	18	19	20	21		
										27	22	23	24	25	26	WB	28	19	19
Week	September 1997									Week	March 1998								
No.	S	M	T	W	T	F	S			No.	S	M	T	W	T	F	S		
2										28	1	2	3	4	5	6	7		
3		LV	CB	3	4	5	6			29	8	9	10	11	12	13	14		
4	7	8	9	10	11	12	13			30	15	16	17	18	19	20	21		
5	14	15	16	17	18	19	20			31	22	23	24	25	26	27	28		
6	21	22	23	24	25	26	27	21	21	32	29	30	31					22	22
	28	29	30																
Week	October 1997									Week	April 1998								
No.	S	M	T	W	T	F	S			No.	S	M	T	W	T	F	S		
6					1	2	3	4		32				1	2	3	4		
7	5	6	7	8	9	10	11			33	5	SV	SV	SV	SV	DV	11		
8	12	13	14	15	16	17	18			34	12	SV	14	15	16	17	18		
9	19	20	21	22	23	24	25			35	19	20	21	22	23	24	25		
10	26	27	28	29	30	31		23	23	36	26	27	28	29	30			16	16
Week	November 1997									Week	May 1998								
No.	S	M	T	W	T	F	S			No.	S	M	T	W	T	F	S		
10							1			36						1	2		
11	2	3	4	5	6	7	8			37	3	4	5	6	7	8	9		
12	9	10	11	12	13	14	15			38	10	11	12	13	14	15	16		
13	16	17	18	19	20	21	22			39	17	18	19	20	21	22	23		
14	23	24	25	26	TV	TV	29			40	24	MV	26	27	28	29	30		
15	30							18	18	41	31							20	20
Week	December 1997									Week	June 1998								
No.	S	M	T	W	T	F	S			No.	S	M	T	W	T	F	S		
15		1	2	3	4	5	6			41			1	2	3	4	5	6	
16	7	8	9	10	11	12	13			42	7	8	9	LD	TR	TR	13		
17	14	15	16	17	18	19	20			43	14	15	16	17	18	19	20		
18	21	HV	HV	HV	HV	HV	27			44	21	22	23	24	25	26	27		
19	28	HV	HV	HV				15	15	45	28	29	30					10	8
Week	January 1998									TOTALS							185	180	
No.	S	M	T	W	T	F	S												
19						HV	HV	3											
20	4	5	6	7	8	9	10												
21	11	12	13	14	15	16	17												
22	18	19	20	21	*TR	*TR	24												
23	25	26	27	28	29	30	31	20	18										

TD — Teacher Days
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 NS — New Staff Report for five additional days; will be notified of starting date
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 * — Half Day In-Service one of these days

**Appendix C
GRIEVANCE REPORT FORM**

**East Grand Rapids Board of Education
and
East Grand Rapids Association of Support Employees**

GRIEVANCE # _____

SUBMIT TO SUPERVISOR
IN DUPLICATE

NAME OF GRIEVANT _____ BUILDING _____ POSITION _____

DATE GRIEVANCE OCCURRED: _____

STEP ONE: INFORMAL DISCUSSION DATE OF STEP 1 MEETING _____

STEP TWO: FORMAL/WRITTEN GRIEVANCE STATEMENT OF GRIEVANCE: _____ _____ _____ _____ _____ CONTRACT SECTION(S) VIOLATED: _____ _____ RELIEF SOUGHT _____ _____ _____ SIGNATURE OF GRIEVANT _____ DATE _____ DATE OF RECEIPT OF GRIEVANCE BY IMMEDIATE SUPERVISOR _____ DATE OF STEP TWO MEETING _____ RESPONSE OF IMMEDIATE SUPERVISOR _____ _____ _____ _____ SIGNATURE OF IMMEDIATE SUPERVISOR _____ DATE _____ DATE OF RECEIPT OF RESPONSE BY GRIEVANT/ASSOCIATION _____
--

STEP THREE: FORMAL GRIEVANCE FILED WITH ASST. SUPT. FOR BUSINESS

DATE SUBMITTED TO STEP THREE BY GRIEVANT/ASSOCIATION _____

DATE OF RECEIPT OF THE GRIEVANCE BY ASST. SUPT. FOR BUSINESS _____

DATE OF STEP THREE GRIEVANCE MEETING _____

RESPONSE OF ASSISTANT SUPERINTENDENT FOR BUSINESS _____ :

SIGNATURE OF ASST. SUPERINTENDENT FOR BUSINESS _____

DATE _____

DATE OF RECEIPT OF RESPONSE BY GRIEVANT/ASSOCIATION _____

STEP FOUR: ARBITRATION

DATE ASSISTANT SUPERINTENDENT FOR BUSINESS NOTIFIED OF ASSOCIATION'S
DECISION TO ARBITRATE _____

ARBITRATOR MUTUALLY AGREED TO _____

OR

DATE SUBMITTED TO AMERICAN ARBITRATION ASSOCIATION _____

SIGNATURE OF ASSOCIATION REPRESENTATIVE _____

**Appendix D
SENIORITY LISTS**

Custodial/Maintenance

<u>Name</u>	<u>Date of Hire</u>	<u>Full Time Equated Years of Seniority As of 06/30/95</u>
Greene, William	01/28/77	18.4
Meyer, Raymond	03/24/80	13.7
Ledford, Robert	08/25/86	8.9
Mead, Robert	09/08/86	8.8
Bailey, Robert	10/06/86	8.7
Liebert, Michael	03/18/87	8.3
Webber, Michael	08/01/88	6.9
Michalec, Edward	08/15/88	6.9
Magrum, Steven	01/19/89	6.4
Boyer, Gerald	06/12/89	6.1
Wiseman, Robert	11/27/89	5.6
Robertson, James	05/06/91	4.2
Mosley, Karl	09/08/92	2.8
Gavitt, Terry	09/15/92	1.9
Mulder, John	01/03/94	1.25
Wood, J. Patrick	09/26/94	.8
Garzelloni, John	12/06/94	.6
Howell, William	12/06/94	.6
Fryling, Doug	12/12/94	.6

Food Service

<u>Name</u>	<u>Date of Hire</u>	<u>Full Time Equated Years of Seniority As of 06/30/95</u>
George, Sally	09/01/81	13.8
Zerfas, Donna	09/28/82	12.4
Gerke, Judy	08/31/87	7.8
Duncan, Joyce	08/31/87	6.8
Najar, Shirley	09/03/86	5.8
Noorman, Ernest	08/27/90	4.9
Rice, Sandy	09/05/89	4.4
Liebert, Carol	10/28/91	2.9
Pimental, Noreen	08/30/88	2.0
Jarrett, Kathi	09/06/89	2.0
Satterthwaite, Kathy	10/14/94	.4

Paraprofessional

<u>Name</u>	<u>Date of Hire</u>	<u>Seniority Date</u>	<u>Full Time Equated Years of Seniority As of 06/30/95</u>
Rollins, Joanne	03/02/79		16.3
Ross, Shirley	08/29/79		15.8
Weadock, Mary	09/05/79		15.8
Lukassen, Joanne	10/22/79		15.7
Hillman, Shirley	10/16/86		8.7
Meiers, Dorothy	08/29/88		7.0
Marshall, Pamela	08/30/88		5.5
Genthe, Anne	05/12/88		5.4
Nyman, Judy	05/12/88		5.4
Reid, Barbara	09/25/89		5.4
Kravat, Sally	01/02/91		4.5
Heagle, Linda	09/11/91		3.5
Holodnick, Nancy	01/08/91		2.4
Sichta, Bridget	01/03/94		1.5
Reinhardt, B. Camille	09/05/92	08/25/94	.8
Boshoven, Denise	09/06/94		.8
DeGraaf, Denise	01/03/94	08/25/94	.6
Potter, Madelon	10/23/90	08/25/94	.4
Russell, Elizabeth	09/01/92	08/25/94	.4
Stone, Jan	10/27/92	08/25/94	.4
Noorman, Bonnie	09/07/93	08/25/94	.4
Keye, Laura	09/10/93	08/25/94	.4
Auwers, Karen	01/03/94	08/25/94	.4
Bartlett, Lisa	08/29/94		.4

Teacher Assistants

<u>Name</u>	<u>Date of Hire</u>	<u>Full Time Equated Years of Seniority As of 06/30/95</u>
Paas, Tanya	08/27/91	4.0
Stille, Michael	08/27/91	4.0
Kuzma, Rosemary	01/03/95	.5

Transportation

<u>Name</u>	<u>Date of Hire</u>	<u>Full Time Equated Years of Seniority As of 06/30/95</u>
Schaefer, Mary	09/01/87	8.0
Guy, Carol	09/25/90	5.0
Snider, Terri	09/01/93	1.25

Secretarial

<u>Name</u>	<u>Date of Hire</u>	<u>Full Time Equated Years of Seniority As of 06/30/95</u>
Johnson, Jacklyn	01/15/73	22.5
Bosma, Nancy	02/24/75	19.4
Garlick, Susan	08/26/77	17.2
Monck, Sue Ann	12/17/79	15.5
Criner, Terrie	02/28/84	11.3
Brown, Karen	08/14/86	8.9
Wise, Dawn **	07/12/82	7.2
Firlik, Carol	08/15/88	7.0
Stratton, Kathy	10/31/88	6.8
McCormick, Nancy *	07/11/77	6.0
Malec, Judie	08/29/90	4.8
Brown, Lynne***	02/17/88	4.7
Browand, Pamela	08/06/92	2.9
Bolt, Joan *	07/01/82	2.0
Clipp, Jennifer***	12/10/90	2.0
Graham, Linda***	08/29/91	1.5

* Indicates that this employee is not a member of the bargaining unit, but is being allowed to receive full credit on the seniority list for all time accrued through 06/30/83. No additional seniority will accrue unless the employee takes a job within this classification that is represented by the Association.

** Indicates that this employee had earned some seniority credit as in (*) above through 6/30/83 and at a later date took a job within the Association classification and is now earning additional credit on the seniority list.

*** This employee, due to a change in classification, has accrued seniority in another classification which has been frozen.

