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SUPPORT STAFF

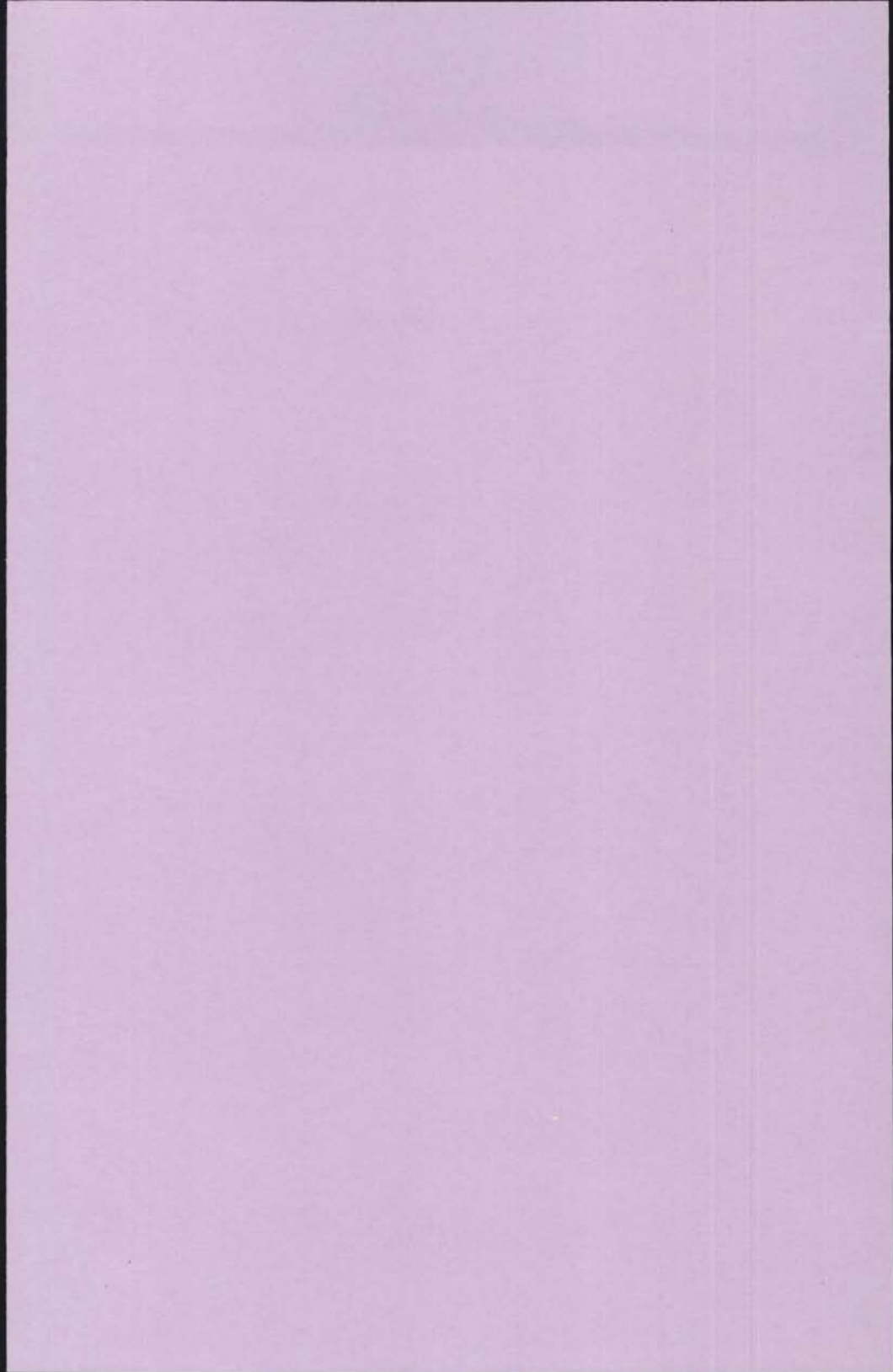
AGREEMENT

WEST OTTAWA PUBLIC
SCHOOLS

JULY 1, 1993 - JUNE 30, 1996

West Ottawa Public Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY



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MANAGEMENT RIGHTS

This district retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. Not by way of limitations but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965 and applicable state or federal statutes. Rights reserved exclusively herein by the District which shall be exercised by the District without prior negotiations either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement limitations, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods of changes therein.
5. Adopt reasonable rules and regulations, so long as such rules and regulations are not inconsistent with the terms and conditions of this Agreement.
6. Determine the qualifications of employees, including physical conditions. This shall not serve to bypass recall rights.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to the District's public relations.
10. Determine the size of the management operation, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection and testing of new hires and on-the-job training of all employees providing such selection and training shall be based upon lawful criteria.

AGREEMENT CHANGES

Any changes within this agreement that will affect a majority of employees will be discussed in advance with the Support Staff Representatives.

Representatives of the administration will meet three (3) times each year with the Support Staff Representatives to discuss employee concerns.

Meetings between the Support Staff Representatives and the District will be conducted on the following dates:
Dates will be set by the administration in September of each school year and communicated to representatives.
All meetings are scheduled to begin at 4:15 p.m.

DRUG-FREE WORK PLACE POLICY

Board Policy #4264, "Drug-Free Workplace," makes it illegal for employees to be in the unlawful manufacture, distribution, dispensation possession or use of a controlled substance on all premises on which school district programs are located or when any employee of the district is performing his or her responsibilities.

STUDENT DISCIPLINE POLICY

Board Policy #4274 and Policy #5274 concern the issue of student discipline. Michigan school law forbids school employees to threaten to inflict, inflict or cause to be inflicted deliberate physical pain by any means to any students.

This law eliminates any kind of physical force used with students. There are, however, some important exceptions. They are as follows:

An employee may use reasonable measures, including but not limited to, such reasonable physical force as may be necessary to: a) Protect himself, herself, the pupil, or others from immediate physical injury; b) Obtain possession of a weapon or other dangerous object upon or within the control of a student; and c) Protect property from physical damage.

CLASSIFICATION, HOURS AND PERIOD OF EMPLOYMENT

All hourly employees of the West Ottawa District will be classified in one of the following categories. The category is determined by the hours and period of employment.

1. Full time - Full year
 - a. 2080 hours scheduled; 5 days per week; 12 months per year.
 - b. The period of employment is July 1 to June 30 of each year.
2. Full time - school year
 - a. More than four hours a day; 5 days per week; school year (9 months).
 - b. The period of employment is the opening date of school to the closing date of school. Some persons in this category will be asked to work additional days by their immediate supervisor.

3. Part time - full year and school year
 - a. Four hours or less per day; school year (9 months) and full year (12 months).
 - b. The period of employment is the approximate date of the opening of school (school year) or July 1 to June 30 (full year). The immediate supervisor may adjust the exact dates (school year) as needs dictate.
4. Summer
 - a. Up to eight hours per day; summer months only.
 - b. In some cases full time - school year or part time - school year employees have requested additional work throughout the summer. This may or may not involve a change in jobs, hours or rate. Employees who have elected to work throughout the summer, where work is available, are still considered school year employees since the position for which they were hired and which is their regular job is a school year position. Summer employment is extra, short-term employment and is not to be considered as an extension of their regular job. (Exceptions to this definition are: Matrons, bus sweepers and custodians who work part time during the school year and full time during the summer months in the same capacity, who are also treated as part time - school year employees.)
5. Substitute or temporary
 - a. On call or short term employment.
 - b. Substitutes are called in at the request of administrative staff or immediate supervisor to fill a position which is normally filled but is vacant due to illness or other causes at any time of the year (usually during school). Temporary employees are called in at the request of administrative staff to complete an assignment or assist a current employee on a temporary basis. This can take place at any time of the year it becomes necessary.
 - c.
 - 1) Non-employee substitutes will be paid the Step 0 rate of the grade of the person for whom they are subbing. Example: A non-employee hired to substitute for an elementary secretary will be paid Step 0 of the Grade VI category.
 - 2) Employees who are asked to substitute for other employees in a different grade will be paid as follows:
 - A. In situations where the pay is higher than the employee is getting, the employee will receive Step 0 of that category. Example: An educational assistant Grade V is asked to substitute for an elementary secretary Grade VI. If the educational assistant's pay is less than Step 0 of the elementary secretary category, Grade VI, the assistant will be paid Step 0 of Grade VI.
 - B. In situations where the employee's pay is higher than the grade of the person for whom they are substituting, the employee will be paid at his/her own rate for the hours they normally work their job and then be paid Step 0 of the grade of the person for whom they are substituting. Example: An educational assistant Grade V who is at the top of the grade is asked to substitute for an elementary secretary Grade VI. Since the assistant is making more per hour for the educational assistant position than he or she would be making for an elementary secretary Grade VI, Step 0, the employee will be paid at his or her Grade V assistant position rate for the hours he/she normally works. If the elementary secretary's job required more hours worked, those

- hours will be paid at the Grade VI, Step O rate.
- 3) Maintenance Department - Non-Employee custodial substitutes are all hired at Grade III, Step O rate at all times. Non-Employee skilled mechanical maintenance substitutes are all hired at Grade VI, Step O at all times.

Those substitutes hired prior to March 1, 1988, will be paid at the Step O rate per hour for the grade for which they are substituting.

A custodian asked to substitute for another custodian will be paid at his/her own rate unless the person for whom he/she is substituting is at a higher grade. The substitute will then be paid Step O of that higher grade. **Example:** A Grade III custodian asked to substitute for a Grade VII custodian, will be paid the Step O rate for Grade VII.

FRINGE BENEFITS

The following fringe benefits are currently available to all or certain categories of hourly employees:

1. Retirement

West Ottawa Public Schools pay 5% of your gross pay to the Michigan Public School Employees Retirement System on your behalf. You may draw on this retirement fund only after you have become vested in the system. (If you have any questions, please contact the Payroll Department or Office of Human Resources.)

All employees must belong to either the Member Investment Plan (MIP) or the Basic Plan. You are automatically a member of the Member Investment Plan (MIP), if you (1) first become an employee after December 31, 1989; or, (2) are a returning employee who did not work in public schools from January 1, 1987, through December 31, 1989.

A Comparison MIP vs. Basic

Benefit	MIP	Basic
Age and Service Requirements for Retirement	Any age with 30 or more years*	Age 55 with 30 or more years
Benefit Formula	Age 60 with 5 or more years under certain conditions**	Age 60 with 10 or more years
Averaging Period	3-year salary average x 1 1/2% (.015) x years of service	5-year salary average x 1 1/2% (.015) x years of service
Annual Increase	Guaranteed yearly increase of 3% of the 1st year's benefit	No guarantee increases
Survivor Protection	Survivor eligible for benefits after 10 years of service (5 years at age 60)	Survivor eligible for benefits after 15 years of service (10 years at age 60)

Both plans provide 10 year vesting.

Both plans provide reduced retirement as early as age 55 with 15 or more years of service under certain conditions.

*Some restriction may apply if a member has 30 years of service prior to age 46.

**With service credit in each of the 5 school years immediately preceding retirement.

Service Credit -

One year of service credit is earned by performing Michigan public school work for 170 days at 6 or more hours per day within the school fiscal year of July 1 through the following June 30. No more than one year of credit may be earned within one school fiscal year, and credit may be earned within one school fiscal years, and proportionate service credit is granted for less than full-time employment. **Example:** An employee working 3 hours a day for 170 days earns one-half year of credit. Working 6 hours a day for 85 days also equates to one-half year of credit. **Retirement credit** may also be bought. (Contact the Payroll Department or the Michigan Public School Employees Retirement System for further information regarding buy-in credit.)

Continuation of Benefits After Retirement -

Health, dental, vision and hearing insurance will be available for you and your eligible dependents regardless of plan choice (MIP or Basic).

2. Health and Accident Insurance

- a. The School District pays the premium for MESSA Super Care I coverage for full time - full year employees.
 - b. MESSA Super Care I group rates are made available to full-time, school-year employees who are scheduled for more than 4 hours per day and who pay their own premiums.
 - c. The School District pays 85% of the premium for single subscriber health insurance comparable to MESSA Super Care I the 1st and 2nd years of this agreement for employees who are scheduled to work 1,500 to 2,079 hours per year effective July 1, 1993. The 3rd year of the contract the health insurance coverage will be recommended by a committee of support staff and administration who have researched coverage possibilities.
 - d. Employees newly hired by the Board who are eligible for Board-paid insurance fringe benefits upon acceptance of written application by the insurance carriers shall have effective day of coverage on the first day of employment.
 - e. Changes in family status shall be reported by the employee to the Payroll Department within 30 days of such change. The employee shall be responsible for any overpayment of premiums made by the Board on his/her behalf for failure to comply with this paragraph.
 - f. An open enrollment period shall be provided annually during the month of September.
 - g. To be eligible for the above coverage (or increase in coverage), employees must be able to perform the "at work requirements" with this employer before benefits are effective.
 - h. Employees working less than a full year shall have benefits terminated on the first day of the month following termination of employment.
3. The District will provide premium payments for dental insurance comparable to Delta Dental Insurance EW/07 (80-80-80) for full time - full year employees.
 4. The School District will pay the premiums for self-funded vision insurance plan at the single subscriber rate for employees who are scheduled to work 2,080 hours or more per year effective July 1, 1993.

In addition to fringe benefits provided by the agreement, the Consolidated Omnibus Reconciliation Act of 1985 provides for the opportunity to purchase certain insurance programs at group rates for employees and/or dependents who are no longer eligible for employer paid benefits.

It shall be the responsibility of each employee to inform the Finance Department personnel of any conditions in the family relationship which entitle survivors, children or divorced partners to group health insurance plans as outlined in the Consolidated Omnibus Reconciliation Act of 1985.

Failure to notify the District's Finance Department personnel releases the District from any responsibility in making proper arrangements for continuing health benefit coverage under the health coverage plans available to employees under the current Support Staff Agreement.

5. Medical and Dependent Care Reimbursement Program - Best Flex

A Flexible Spending Account Plan is available for employees. Best Flex is a program established by West Ottawa and allowed under Section 125 of the Internal Revenue Code which allows participants the opportunity to pay for certain medical and/or dependent care expenses with pre-tax rather than after-tax dollars.

Employees participating in the program must set aside money each pay period on a tax-free basis into one or both types of accounts. This money is set aside and is not subject to Federal, State, or FICA taxes. When the money is reimbursed to the employee for covered medical or dependent care expenses, there are no taxes deducted. The transaction is entirely tax-free. This results in substantial savings to the participants.

Employees must fill out forms before the last day of the year (December 31) prior to the year they plan to participate. Forms and information may be obtained from the Payroll Department.

6. Sick Leave Pay

Sick leave pay is available according to categories as follows:

- a. Full time - full year employees: 15 days sick leave the first year; 1 day per month worked thereafter, accumulative to 100 days.
- b. Full time - school year employees: 10 days sick leave per year, accumulative to 100 days.
- c. Part time - school year employees: 10 days sick leave per year, accumulative to 100 days.
- d. Summer employees: One day sick leave per month worked. No accumulation.
- e. Substitute or temporary employees: No sick leave granted.

Employees shall be allowed to use up to 3 days per year sick leave for absence occasioned by the critical illness, injury or disability of a member of the employee's immediate family, or the immediate family of the employee's spouse, or a relative living in the same household as the employee. Immediate family as used herein shall include only spouse, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, children, brother, brother-in-law, sister and sister-in-law. **A REQUEST FOR EXCUSED ABSENCES FOR HOURLY EMPLOYEES** form (available at each school office) which has been properly approved by your principal or supervisor is to accompany your time sheet or card covering the pay period in which you were absent.

7. Bereavement Leave

In the event of an employee's absence because of a funeral at which the employee is in attendance, a leave of absence shall be granted for a period of time which is of duration appropriate to the circumstances presented, up to a maximum of three (3) workdays, and the employee shall be paid for such period of leave. This three (3) day limit may, upon request for cause acceptable to the District, be extended for two (2) additional days, for a total maximum of five (5) days.

The District, at its discretion, may require verification of the death, relationship, and actual attendance of the funeral following the leave and may withhold payment if the employee(s) did not make immediate request for leave, prior to taking the time off, so that his/her work could be covered in his/her absence. All such leaves shall be deducted from the number of "sick leave days" accumulated by the employee except in the cases when the death involves a member of the employee's immediate family, or the immediate family of the employee's spouse, or the death of a relative living in the same household as the employee. Immediate family as used herein shall include only spouse, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, children brother, brother-in-law, sister and sister-in-law.

A "REQUEST FOR EXCUSED ABSENCES" FORM FOR HOURLY EMPLOYEES is to accompany your time sheet or card covering the pay period in which you were absent. These are available in each school office.

8. Emergency Leave Pay - to be determined by the Superintendent

Emergency leave may be granted for sudden, unexpected situations that occur which demand immediate action. It is expected that after two days the situation would cease to be an emergency and more permanent arrangements could be made. Emergency leave is deducted from your sick leave allowance. Two copies of the **"REQUEST FOR EXCUSED ABSENCE"** form are to be submitted to the Assistant Superintendent of Human Resource's Office for his approval upon employee's return to work. These forms are available in the Central Service Building office. Emergency leave should be noted on your time sheet or card and will be reflected on the paycheck covering the period of time in which the emergency occurred.

9. Personal Leave Day

One (1) day per year, non-accumulative. Personal leave days may not be taken for recreation, vacation or shopping. An employee planning to use a personal leave day shall request permission from his/her supervisor as early as possible. A personal leave day will not normally be granted for: the day preceding, or the day following holidays or vacation, and the first and last days of the school year. (Personal leave is not deducted from sick leave accumulation.) **A "REQUEST FOR EXCUSED ABSENCE" FORM IS AVAILABLE FROM THE SUPERVISOR.**

10. Jury Duty Pay

You are expected to notify payroll if you have been called for jury duty. While serving on jury duty, you should turn in or have someone else turn in your time sheet or card noting the days you were on jury duty. You will then be paid through our payroll as usual. When you receive compensation for your time spent on jury duty you will be expected to reimburse West Ottawa Schools for the total amount of the daily jury duty fee paid by the courts, not including travel allowances or reimbursement for expenses.

11. Leave of Absence Without Pay

- Requests will be reviewed by supervisor.
- Requests will be approved or denied by Assistant Superintendent of Human Resources.
- Requests must be received ten (10) working days prior to date requested. Urgent requests should be hand-delivered to Human Resources office. Requests must be responded to within ten days of receipt.

Unpaid leaves of absence will be reviewed by supervisor and will be approved or denied by Assistant Superintendent for Human Resources. Unpaid leaves granted to employees with less than ten years of service to the district will result in the proration of vacation and insurance benefits. Employees with more than ten years of service may be granted up to five unpaid leave days per year without proration of benefits. Full time, full-year employees may be granted by the Assistant Superintendent for Human Resources up to three unpaid leave days per fiscal year without benefit deduction prior to ten years of service in the district.

*See bus drivers, Item 5.

Prior to a leave being granted, a **"REQUEST FOR EXCUSED ABSENCES" FORM FOR SUPPORT STAFF EMPLOYEES** must be completed by the employee and signed by his/her supervisor.

Unpaid leaves granted the day(s) preceding or following holidays will disqualify the employee from receiving holiday pay.

12. Holiday Pay

All hourly employees will be paid for those holidays which fall within their period of employment providing they work the scheduled work day before and the scheduled work day after the holiday.

After working for 10 consecutive days as a sub, the substitute will receive holiday pay if he/she works the day before and the day after the holiday.

Days set for Christmas holidays and New Year's holidays are as follows:

Christmas Holiday	1993-94	December 23 & 24
New Year's Holiday	1993-94	December 30 & 31
Christmas Holiday	1994-95	December 23 & 26
New Year's Holiday	1994-95	December 30 & January 2
Christmas Holiday	1995-96	December 25 & 26
New Year's Holiday	1995-96	January 1 & 2

Eligible holidays are as follows:

- a. Full time - full year employees:
 - July 4
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day
 - Day before or after Christmas (set annually)
 - New Year's Day
 - Day before or after New Year's Day (set annually)
 - Memorial Day
- b. Full time - school year employees:
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day
 - Day before or after Christmas (set annually)
 - New Year's Day

Full time - school year employee continued -

Day before or after New Year's Day (set annually)

Memorial Day

Labor Day for those who are required to work prior to Labor Day by their immediate supervisor.

Effective 1986-87 this was eliminated for employees who have not been receiving it in the past on a yearly basis.

c. Part time - school year employees:

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Day before or after Christmas (set annually)

New Year's Day

Day before or after New Year's Day (set annually)

Memorial Day

Labor Day for those who are required to work prior to Labor Day by their immediate supervisor.

Effective 1986-87 this was eliminated for employees who have not been receiving it in the past on a yearly basis.

d. Summer employees:

Paid holiday is July 4th. (Those working into September would have Labor Day as a paid holiday.)

13. School Closed - Inclement Weather

- a. Full time - full year employees are required to work unless told not to report by their supervisor. If the employee does not report, as instructed, then the employee will be paid for the day. Full time - full year employees who are required to work and do so will receive their regular straight time pay plus one additional vacation day of credit. If unable to report to work because of a weather condition, an emergency leave day may be used if approved by the Superintendent's Office. If a full-time hourly employee is granted an emergency leave day because of weather on a day when school has been closed, that day will not be deducted from sick leave. At all other times, emergency leave is deducted from sick leave.
- b. Full time - school year and part time - school year employees will be paid for the day, but are not to report to work unless told to report by the supervisor. A supervisor may specifically direct an employee to report to work. In the event that a supervisor directs an employee in this category to report to work then that employee will be paid straight time for that day plus actual hours worked.
- c. If personal leave, vacation or unpaid leave days are requested, the day(s) will be treated as such. Sick days will not be charged to the employee except for full time-full year who are required to work.

Instructions for filling out time sheet day of the week slot for a day when school is closed because of inclement weather:

Full time - full year employees:

Sample time sheet

8:00 - 12:00 12:30 - 4:30
School closed - worked - 1 day vacation credit 8 Hrs.

Full time - school year and part time - school year employees:

Just enter time as ordinarily worked. If a full time - school year employee is called in to work by their supervisor, then they enter the actual hours worked.

14. School Delayed - Inclement Weather

On days when school is delayed as a result of inclement weather, those employees who come to work at their regularly scheduled start time will be paid beginning with that regular start time.

Those employees who are unable to come to work at their regularly scheduled start time as a result of inclement weather will not be paid for those hours they miss.

All school year employees are expected to report for work on school delay days at the time of their regularly scheduled start, unless announced on the appropriate radio and television stations to the contrary.

Bus drivers are the only exception. Bus drivers must complete their whole day; therefore, they should report to work on the delayed schedule. In the event that kindergarten is canceled due to inclement weather, the drivers will be paid.

VACATIONS

School Board Policy #4243 - "Vacation days awarded non-certificated personnel shall not accumulate for more than the annual employment period. The Superintendent is responsible for keeping records and establishing regulations appropriate to regulate the use of vacation days."

All vacation schedules are to be approved by the immediate supervisor or director. Vacation time per category is as follows:

1. Full time - full-year employees:
First year - vacation time is prorated the first year the employee is hired; from the date of hire through June 30.

i.e. Hired 4/9/90 = $3/12 \times 5 \text{ days} = 1.25$ or 1/2 day per month = 1 1/2 days.

Employee then begins second year of employment on 7/1/90. Earns 10 days vacation between 7/1/90 and 6/30/91 to be used from 6/30/91 to 9/1/91 to 12/31/91 with supervisor's approval.

Employee hired 7/2/90 would earn 5 days to be used between 6/30/91 and 9/1/91 or 12/31/91 with supervisor's approval.

Full time - full-year employees continued -

Second year would begin 7/1/91 earning 10 days to be used between 6/30/92 and 9/1/92 or 12/31/92 with supervisor's approval.

Second through ninth years - 2 weeks per year. Ten through fifteen years - 3 weeks per year. Sixteen years or more - 4 weeks per year.

"Second through ninth year, ten through fifteenth and sixteenth or more employees may schedule their vacation to take place between June 1 and September 1 annually for vacation earned the previous year (July 1 through June 30 is the earned period, and the vacation must be used up prior to September 1 or December 31 with supervisor's approval following June 30 of the year in which the vacation is earned.)

Request for variance to this policy will be considered if the request is timely. A variance cannot be made without approval of the Superintendent or his designee."

2. Full time - school year employees, part time - school year employees and part time - full year employees:

One average week's pay, or average 5 days for employees with less than 5 years seniority or 7 days for employees with 5 or more years of seniority with 5 days being paid during the period in the spring that school is not in session and 2 days during Christmas break. Prorated for employees working less than a full school year. An employee who does not complete period from spring break to the end of school year will have deductions made on final paycheck for any overpayment.

3. Summer employees: No vacation
4. Substitute or temporary employees: No vacation

(Note: Credit for time spent as school year employee when transferring to full time - full year position will be prorated based on 2080 hours as a full year of credit.)

Upon termination of employment an employee must not have used more vacation days than earned. Final pay will reflect all adjustments.

TERMINATION OF EMPLOYMENT

An employee must notify his/her supervisor at least two (2) weeks in advance of the desired date to terminate with the West Ottawa Schools to avoid forfeiture of any unused vacation time. When the employer terminated the employment, the employee will be given all due vacation.

School year employees who are not returning to their job in September will be notified no later than August 15.

POSTING AND JOB TRANSFER

1. When ever a vacancy or newly created position occurs within the school system, the Assistant Superintendent of Human Resources will post such a position for a period of 5 working days before permanently filling it. Any interested employee may apply in writing, using form Request for Job

Transfer for Vacancy or New Position, to the Assistant Superintendent of Human Resources indicating the employee's interest in said position. Such position shall be filled by the Assistant Superintendent of Human Resources on the basis of fitness for the job and other relevant criteria, including the desires of any administrator affected by the transfer. First consideration will be given to present employees who have applied.

Vacancies which occur during the summer will be posted in the buildings that are open including the Administration Office. First consideration will be given to present employees who have applied using the Request for Job Transfer for Vacancy or New Position form. These forms will be retained in an active file for a period of three years.

2. Employees of West Ottawa who have requested a transfer and who have applied shall be notified in writing or by personal contact by the supervisor of the results within five (5) working days after the position is filled.
3. Job transfers will be made to a higher grade at the rate nearest to, but higher than the current rate and held at this step for 30 days. At the end of a satisfactory probationary period the employee will advance to the next highest step. In case of unsatisfactory performance as determined by immediate supervisor during the probationary period, employee will return to prior job and rate, without loss of time. Employee transferred during the July 1 and December 31 period will advance to the next step on the following July 1. Employees transferred during January 1 and June 30 period will stay at original step for an additional year.

Employee transferring to a lower grade will be handled on an individual basis at a rate not to exceed present rate.

4. Advance placement may be allowed for the most recent years of direct job-related experience up to but not to include the final top step of each grade.

LAYOFF, RECALL OR DEMOTION

In the event of layoff, recall or demotion employees with the least seniority in their grade will be laid off first. Any employee scheduled for layoff shall have the right to displace a lesser seniority employee who is in a grade previously held by the employee scheduled for layoff; provided, the senior employee is qualified to hold that position.

In cases of layoffs due to budget reasons, employees not in federally funded positions shall be laid off as per the layoff and recall provision of this agreement.

In cases of layoff due to reduction of federally funded positions, employees in the federally funded positions shall be laid off per the layoff and recall provision of this agreement.

Federally funded vacancies do not require postings. (For purposes of this agreement, federally funded programs shall mean C.E.T.A., W.I.N., etc.)

Qualifications will precede seniority. Seniority becomes the determining factor when two or more candidates qualify for the same position.

Qualifications will be determined by the supervisor of the position when the position is posted. (most qualified?) The communication of one's qualifications to the supervisor is the responsibility of the employee.

If a lay-off were necessary, the following procedure will be used to determine who will have priority for the remaining positions in the school district.

1. There will be an opportunity for each support staff member to preview a list of positions which remain in the school district that will need to be filled for the coming year.
2. This list will include the name of the position, location, grade level, number of hours available, qualifications and job description. (Qualifications and job descriptions will be updated at the time of evaluations.)
3. Each support staff member will have an opportunity to review the information.
4. In reviewing the position list, each staff member will be asked to list in priority order, 1-10, the position which they would want to hold.
5. Each support staff member will have an opportunity to complete a form to explain their qualifications as it may relate to positions within the district. A skills inventory form will be completed each year by May 1.
6. The individual who has the greater seniority will receive first choice for which they are qualified.
7. The next senior person will receive next choice on down the list until each person has an opportunity to select the position they desire and for which they are qualified.

If a position is eliminated within the district, and there is a position for which the person is qualified, the situation will not be considered a "layoff". The person will, under these circumstances, be placed in the open position unless it is at a lesser grade and/or significant change in hours.

If the position is a lesser grade, the person can "bump" within their current grade at the least senior position having approximately the same hours.

In cases of positions available of lesser grade and/or hours, the person may, 1) accept the position, 2) accept the position and request a transfer to the next appropriate position when it is posted or, 3) resign.

NEW HIRES

1. Employees hired during the period July 1 through December 31 will advance to the next step on the following July 1.
2. Employees hired during the period of January 1 through June 30 will not advance to the next step on the following July 1, but will remain at the original step they were hired at for an additional year.

Advance placement may be allowed for the most recent years of direct job-related experience up to but not to include the final top step of each grade.

LUNCH AND WORK BREAKS

Each full time employee shall be assigned a duty-free meal period of not less than 30 minutes and "break(s)" as approved by your supervisor.

SENIORITY LIST

A seniority list will be made available to each employee, upon request, by his/her supervisor. The list will be made available by November 1 of each year.

LONGEVITY HOURLY RATE

All employees who have a seniority date of 10 years or more in the district prior to October 1 of the current year will receive an additional .40 an hour longevity pay.

OVERTIME PAY

Overtime pay will be granted after 40 hours worked in a week. The determination of overtime will be made by the employee's immediate supervisor.

Hours worked in excess of forty (40) hours per week will be paid at one and one-half (1 1/2) times the regular hourly rate, except for Sundays and holidays, which is double time.

Holidays that fall within a week will not disqualify the employee from overtime payment calculation.

NIGHT RATE PREMIUM

Twenty-six (26) cents per hour for 1993-94; twenty-seven (27) cents for 1994-95; twenty-eight (28) cents for 1995-96. Night premium will be paid on a daily basis to all hourly rated employees who work 50% or more of their regularly scheduled hours from 6:00 p.m. in the evening to 7:00 a.m. in the morning.

Employees who normally work nights but get assigned to days during the summer will forfeit their night premiums.

MILEAGE

When an employee is required by his/her supervisor to use his/her own automobile for the district's business he/she will be paid at the rate per mile currently in effect at the time this service is performed. This is not paid through payroll. Personal car mileage records must be kept, approved by the supervisor and submitted to the Finance Department.

BUS DRIVERS

1. Field trips - Driving and waiting time.
 - a. Field trips that have more than 1/2 hour waiting time will pay \$7.69 per hour (1993-94) and \$7.92 per hour (1994-95), and \$8.16 per hour (1995-96) for waiting time.
 - b. Trips in West Ottawa and Holland are paid straight driving time.
 - c. Drivers who take sports or activity trips in lieu of their regular runs will be paid the amount they would receive for their regular run if special trip driving time is less than regular run plus waiting time involved.
 1. If a driver takes a field trip in place of his/her regular run and the field trip is canceled, driver would be paid time of regular run and their name goes back to the top of field trip list.
 2. If the driver has a field trip after regular run and the driver has left the lot when the trip is canceled, he/she will get minimum pay and their name goes back to the top of field trip list.
 3. If a driver has left school on a field trip and it is canceled, driver will receive a

- "mini" or actual driving time, whichever is greater and their name will not go back on top of field trip list. They have had their turn.
4. If a trip has been canceled but the driver has not left school, minimum pay will be given and the driver's name will go back on the top of field trip list.
 5. If two (2) or more drivers are assigned to a field trip and one of the trips is eliminated, the last driver assigned to the trip will go back.
- d. Field trips will be posted by Thursday noon. Driver will have until 8:00 a.m. Friday to refuse. Next driver will have until 12:00 noon Friday to refuse. Third driver will have until 4:00 p.m. Friday to refuse. Trips that become available after Friday's postings would be offered to three (3) drivers, by seniority, before a sub is called unless they are last minute-same day trips.
 - e. Last Minute - Same Day trips
Office will call next in line seniority person. They will try to reach person once, and if unable to contact, office will call the next in line person until trip is filled. Turn will not be lost if office is unable to contact them or if they refuse trip.
 - f. Long trips that begin before 1:00 p.m. and will go into evening hours shall be designated as day trips on a school day. Saturday and Sunday trips are designated as night trips. Trips that begin at 1:00 p.m. or after and go beyond 4:30 p.m. are night trips. If a 1:00 p.m. or after trip ends before 4:30 p.m. it will be considered a day trip.
2. All regular drivers are on a seniority list, full-time and part-time.
 - a. substitute drivers have no seniority, but will be listed in numerical order according to their hiring date.
 - b. All subs hired after November 1, 1982, must be qualified and willing to drive all buses. All currently employed drivers must be qualified to drive all transportation vehicles by June 30, 1989.
 - c. Every effort will be made to use subs in rotation.
 - d. After a long absence (6 months) not including summer, drivers will be required to take a CDL driving test before returning to work.
 3. All drivers are hired by West Ottawa as school year employees.
 - a. Summer runs will be assigned by seniority from the drivers in each program. Additional vacancies will be filled by seniority from drivers outside the program.
 1. Summer drivers will be eligible for 1 sick day for every month worked, i.e., first day of run in fall until last day of run in summer (June) 10 sick days. First day of summer run until last day of summer run (2 sick days) if summer school is 2 months long; June 15 - July 1; July 1 - August 15.
 - b. Assignments to kindergarten and regular mid-day runs will be by seniority to interested drivers in each program involved. Additional vacancies will be filled by seniority from other programs if it does not conflict with the regular run.
 - c. Any driver with a regular noon run cannot take a day trip. Day trips and evening sports runs will be assigned from a sign-up list of each program. No trading of runs. Extra runs will not be assigned if it causes the district to pay overtime unless approved by supervisor.
 - d. All drivers must be available for the Tulip Time Children's Parade, subject to cancellation. Tulip Time band buses will be assigned by seniority from a sign-up list.
 4. Bus run vacancies will be posted for three (3) work days. Seniority is the main consideration in all assignments as long as, in the opinion of the transportation director, the driver is qualified and capable of adequately performing the assignment. After bidding on and receiving a run, a driver has to stay on that run and cannot bid on another run for three (3) calendar months as of January 23, 1984.

- a. In the event a noon run is created or an existing run becomes vacant after the school year has begun, said run will be posted for three (3) work days. Assignment to the run will be by seniority in the program involved. If there is no driver from the program interested, run would be filled by seniority from other programs if it does not conflict with the regular run effective as of September 24, 1992.
5. Leave of absence of more than 30 consecutive working days (non-medical) will cause the loss of assigned run. Leave of absence for more than 30 consecutive working days may be granted if approved by employee's supervisor and the Office of Human Resources. The employee will be reassigned when a position opens up. Seniority will be retained up to six (6) calendar months. Employees may bid on the next available posting.
6. Drivers may request authority to help each other or parents with transportation, if it will not cause a danger or delay, by calling the transportation office by radio.
7. Persons considered as full-time help cannot run extra day or night runs.
8. A committee will be formed in 1993 to implement a pilot program with regard to the assignments and frequency of field trips. This program will be completed and ready for trial in January, 1994.

PAYROLL PROCEDURES

1. New employees must fill in two tax exemption forms (Federal and State) and retirement form before they can be put on a payroll. Proof of citizenship is required of all newly-hired employees.
2. All employees are to submit time sheets or cards to the Payroll Department for each pay period they work. These must be approved by your immediate supervisor and received in the Business Office by the Monday preceding payday. Any unusual circumstances should be noted (such as sick, bereavement, emergency leaves, jury duty, etc.).
3. Paychecks will be delivered to each building for employees of that building by 3:30 p.m. on each payday. Pay is not to be considered late until that time.
4. When a payday falls on a legal holiday, regular payroll procedures will be followed the day immediately preceding the holiday.
5. When a payday falls on a day that schools are closed by emergency, such as snow or tornado, checks will be distributed from the Business Office on the payday between 3:00 p.m. and 4:00 p.m. only. Any remaining checks will be mailed. It must be remembered that the cause for closing school may also affect Administration Office activities. The Administration Office will not open or remain open under conditions considered dangerous to personnel such as tornado warnings or other weather conditions that indicate the advisability of closing.
6. Any changes in dependents, exemptions, marital status, name or address should be immediately reported to the Payroll Department on an EMPLOYEE RECORD DATA form or W-4 form available from the Payroll Department.
7. Changes in other deductions (credit union, automatic savings and automatic checking) should be directed in writing to the Payroll Department and should state the payday the change is to go into effect.

- a. Annuities -
Three types of employee savings plans are available to West Ottawa employees: 403(b) Tax-Deferred Annuities, 401(K) Tax-sheltered Annuity, and 457 Deferred Compensation Plan. These savings plans are offered through companies that are independent contractors and have no association with the West Ottawa School District. A list of companies and representatives is available at the Administration Office. Representatives must be contacted directly by the employee. **September, January and May are the only months** you can sign up or make changes in these programs.
- b. Direct Deposit -
Employees may elect to have all or part of their paycheck directly deposited into their account at any financial institution which has a routing number for electronic fund transfer through First Michigan Bank. Funds deposited in institutions other than FMB may experience a one day delay in availability. Employees may enroll or make changes in this program during the months of January, May and September **only**.

ON THE JOB INJURY

If you are injured in any way on the job, it is imperative to report the incident to your supervisor immediately. He/she will then notify the Business Office, and you will then be advised what action to take.

JOB APPRAISALS

Each employee will have his/her job performance appraised every other year. Supervisors will meet with each employee for this purpose. Full - year employees shall be appraised by July 1 and school - year employees by April 15. Employees must receive a copy of the appraisal after the conference with the supervisor.

PROCEDURES FOR PERSONNEL PROBLEMS OR QUESTIONS

All employees are encouraged to direct any personnel problems or questions to their immediate supervisor immediately. If the immediate supervisor cannot answer the concern, he/she will get an answer for you.

GRIEVANCE PROCEDURE

1. A grievance shall be defined as a claim by an employee that there has been a violation of a specific provision of this Agreement.
2. The term "days" as used herein shall mean work days.
3. To be processed hereunder, a grievance must be in writing on a form provided for that purpose, and shall contain the following:
 - a. It shall be signed by the grievant(s).
 - b. It shall be specific.
 - c. It shall contain a synopsis of the facts giving rise to the alleged violation.
 - d. It shall cite the section or subsections of this Agreement alleged to have been violated.
 - e. It shall contain the date of the alleged violation.
 - f. It shall specify the relief requested.Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

LEVEL ONE -- An employee alleging a grievance shall within ten (10) days of its alleged occurrence or within ten (10) days of the time the employee should have been aware of it, discuss the grievance with the principal or immediate supervisor.

If no resolution is obtained within five (5) days of the discussion, the grievance shall be reduced to writing and filed within ten (10) days of said discussion to LEVEL TWO.

If the alleged grievance, involved more than one work location, it may be filed with the Superintendent or designated representative.

LEVEL TWO -- A copy of the written grievance shall be filed with the Superintendent or designated representative as specified in LEVEL ONE. Within five (5) days of receipt of the grievance, the Superintendent or designated representative shall arrange a meeting with the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent or designated representative shall render a decision in writing, transmitting a copy of same to grievant. If no decision is rendered within five (5) days of the discussion at LEVEL TWO, or if the decision is unsatisfactory to the grievant, the grievant shall within fifteen (15) days appeal the decision to a committee of the Board of Education.

4. The time limits provided in this section shall be strictly observed but may be extended by written agreement of the parties.
5. If a grievance arises from the action of an authority higher than the immediate supervisor of the employee, the employee may present such grievance at the appropriate step of the grievance procedure.

LEVEL THREE -- If the decision at LEVEL TWO is unacceptable, the grievant may, within fifteen (15) days of such decision, appeal the grievance to a committee of the Board of Education.

The Board of Education will communicate its decision in writing to the grievant within fifteen (15) days of the hearing.

The decision of the Board shall be final.

GRIEVANCE FORM

Name of Grievant _____ Classification _____ Building _____

Date of Occurrence: _____

Handbook Articles alleged to have been violated: _____

Statement of Grievance: _____

Relief Sought: _____

Grievant's Signature _____

Date Received by Supervisor: _____

Disposition: _____

Supervisor's Signature _____ Date _____

Date Appealed: _____ Grievant's Signature _____

Date Received by Assistant Superintendent of Human Resources: _____

Disposition: _____

Ass't Supt of Human Resources Signature _____ Date _____

Date Appealed: _____ Grievant's Signature _____

Date Received by Ass't Supt of Human Resources: _____

Final Disposition by the Board of Education: _____

Ass't Supt of Human Resources Signature _____ Date _____

DURATION

This agreement has been ratified by the Support Staff and the Board of Education for a three-year period commencing on July 1, 1993 and ending on June 30, 1996.

For the Support Staff:

For the District:

Deon Knoll
Joe D. O'Brien
John C. Roy
Marilyn Wreghen
Stella Paganowski
Betty L. Kolan
Bonnie Von Dyke
Karen DeFazio
Shirley Dams
Dianne Crook
Helene Wiscida
Madeline Whitney
Carolyn Schepinsky
Sara Jane Lambert
Sharon Delwit
Edward S. Sola
Cynthia Stuenkel
M. Klass
Richard J. Jurek

