

6398

6/30/2003

**Professional Negotiation
Agreement**

Between The

Jenison Public School District

And The

**Custodial, Maintenance,
Transportation Association**

July 1, 2000 – June 30, 2003

Jenison Public School

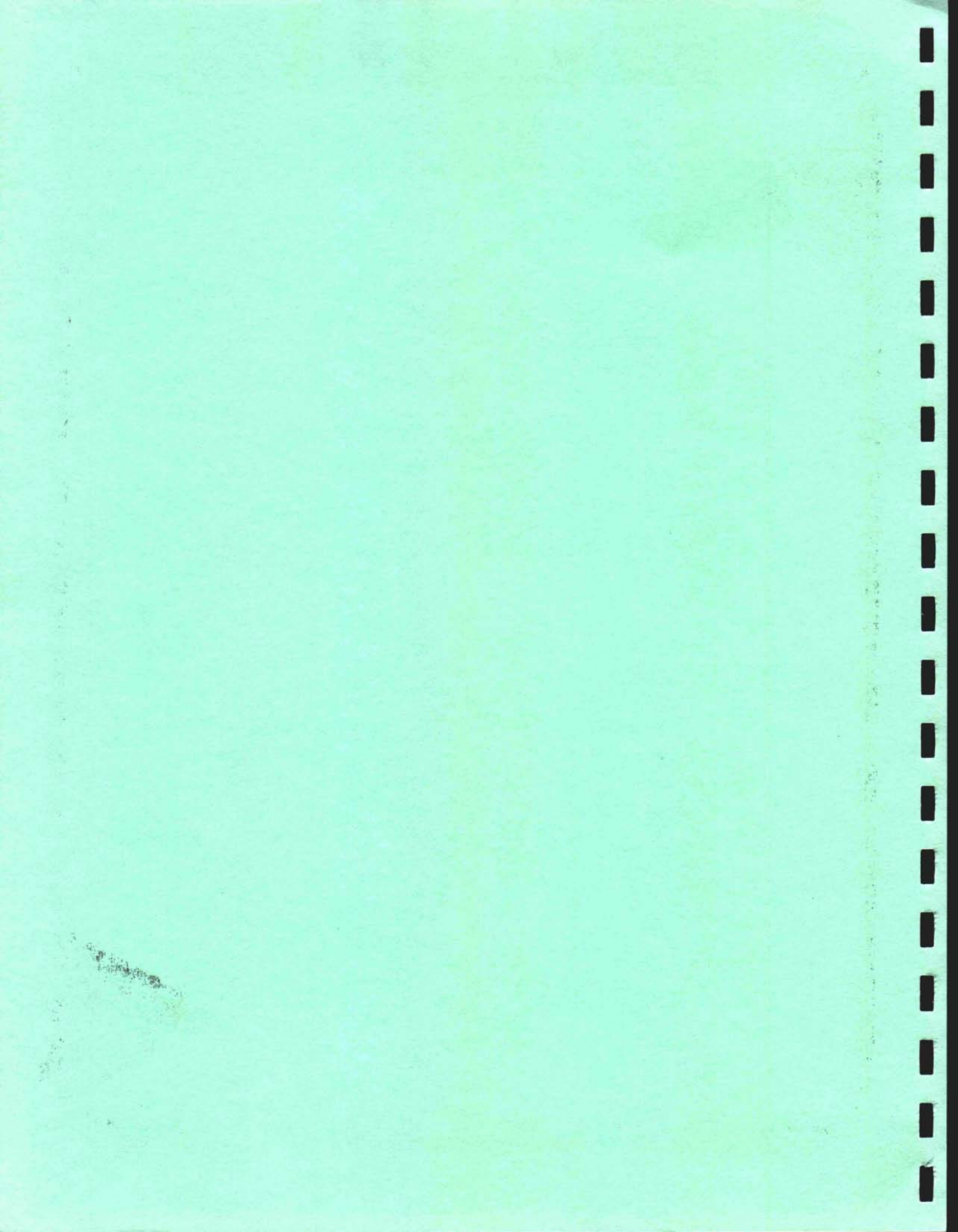


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PREAMBLE

This Agreement is entered into, effective July 1, 2000, by and between the Board of Education of the Jenison Public Schools, Jenison, Michigan, hereinafter called the "Board," and the Jenison Custodial, Maintenance and Transportation Association/Michigan Education Support Personnel Association MEA/NEA, hereinafter called the "Association."

WHEREAS, the Board has a statutory obligation to bargain with the Association with respect to hours, wages, terms and conditions of employment, and,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE 1
Recognition

The Board of Education agrees to recognize the Association as the sole and exclusive bargaining representative for all school district employees assigned to drive district school buses and all custodian and maintenance employees. Excluded are district supervisors, seasonal, student, substitute, probationary, and all other employees. The word "employee(s)," when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit defined above. A substitute is one who replaces an employee who is absent from work for any reason. A seasonal employee is one who is employed on a temporary basis during the months of May through September. A student is one who is enrolled in a regular course of study for high school credit and is employed no more than twenty (20) hours per week during the school year. A probationary employee is one hired to fill a vacancy in the bargaining unit for a trial period of employment not to exceed thirty (30) working days.

ARTICLE 2
Association Rights

1. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues of the Association, which sum shall be established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct dues as follows:

Transportation Employees

One-tenth (1/10th) of such dues from ten (10) regular salary checks beginning with the first two regular pays in October and monthly thereafter from the first paycheck of the months November through June.

Custodial/Maintenance Employees

One-twelfth (1/12th) of such dues from the first paycheck of each month. Each bargaining unit member shall, as a condition of employment, within thirty (30) working days of the beginning of their employment:

Join the Association and authorize deduction of membership dues pursuant to Section 1 above, or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Board shall pursuant to statutory authority and at the request of the Association, deduct this service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association along with the dues deducted from Association members. Should there be an objection to the proper amount of the service fee to be deducted, the employee must exhaust the internal procedures of the Association for review of such objection prior to pursuing any other procedure for contesting the amount of the fee. The amount of the service fee is not subject to the grievance procedure or the arbitration provisions of the Agreement.

2. The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with Section 1 of this article of the Agreement.
3. The Board agrees to furnish the Association all available public information concerning the financial resources of the district and public information which may be necessary for the Association to process any grievance or complaint.

4. The Association shall have the right to use the facilities and the office, audio-visual, and business equipment in the school buildings at reasonable times when such facilities and equipment are not otherwise in use. The Association shall furnish or pay for the reasonable cost of all materials and supplies incidental to such use and will be responsible for the cost of repairs or any damage or loss directly attributable to inappropriate or improper use, and provided further that such repair or loss is not covered by insurance, warranty, and/or service agreements.
5. The Board shall notify the Association within ten (10) days of any new employees including their starting date and classification.
6. The Association shall be provided a total of twenty-four (24) working hours with pay to be used by its officers or members to conduct Association business. Upon request, up to forty (40) additional hours without compensation shall be granted by the Board. Requests for such leave shall be submitted in writing to the district supervisor at least five (5) working days prior to the proposed absence. No more than one (1) member from any one employee classification shall be absent for Association leave on any given date except with approval from the Director of Personnel.
7. An employee, who during his/her scheduled working hours, participates in negotiations for the Association with any representative of the Board or participates as a grievant or necessary witness or Association Representative in the grievance procedure of this Agreement, including arbitration, which meetings are scheduled by mutual agreement of the Board Representative and the Association Representative or the grievant, shall be released from regular duties for the time necessary to participate in those meetings, without loss of pay for scheduled work time missed.

ARTICLE 3
Employee Rights

1. Pursuant to the Michigan Public Employment Relations Act, the Board agrees that every employee of the Board has the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising the governmental power under the cover of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or collective negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, so long as the same does not interfere with the full, faithful and proper performance of the duties of employment.
2. Nothing contained herein may be construed to deny or restrict to any employee, rights he/she may have under the laws of the State of Michigan and the United States. The rights granted to employees in this Agreement are in addition to those provided by law.
3. The provisions of this Agreement shall be applied without regard to sex, marital status, race, color, national origin, religion, age, or handicap. No employees will be subjected to discrimination in the course of their employment with Jenison Public Schools.
4. No employee shall be disciplined without just cause. The Board subscribes to the concept of progressive discipline with normal step progression of oral reprimand, written reprimand, suspension and discharge. The Board may elect to take action at any step of the disciplinary scale depending upon the nature of the offense.
5. An employee shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency of employee performance and when he/she is engaged in an investigatory interview from which it is reasonable to conclude that disciplinary action against him/her may result. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. When a situation demands prompt attention, the Association shall provide a representative within forty-eight (48) hours of the request.
6. At reasonable times an employee shall have the right to review the contents of his/her personnel file, excluding initial references for the Board pertaining to said individual originating prior to initial employment, and to have an Association representative present at such review.

7. Any material relating to an employee which is not exempt from disclosure to the employee according to statutory law shall not be entered into the employee's personnel file without providing a copy to the employee. The employee may be required to acknowledge receipt of a copy by signing his/her name on the material on a space provided for his/her signature, which shall indicate that the signature only acknowledges receipt of a copy of the material. The employee may submit a written statement as provided by law which shall be dated and attached to the material entered in the file.
8. If an employee is requested to sign material to be placed in his/her file, the signature shall be understood to indicate awareness of the material, but in no instance shall the signature be interpreted to mean agreement with the content.
9. A written reprimand which is more than two years old shall not be considered for disciplinary purposes provided the specific conduct which warranted the reprimand has not been repeated. At the request of the employee, said reprimand shall be removed from his/her personnel file.

ARTICLE 4
Management Rights

1. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties and responsibilities shall include, by way of illustration and not by way of limitation, the right to:
 - a. The executive management and administrative control of the school system, its facilities, property and employees.
 - b. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, discipline, discharge, or transfer employees; assign work duties; determine the size of the work force, all of which are subject to the provisions of the law.
 - c. Determine the services, supplies, and equipment necessary for operation; to determine methods and means of distributing the above; establishing standards of operation, the means, methods and processes of carrying on the work including automation or subcontracting thereof or changes therein. The Board will not subcontract work unless (a) the skills or equipment needed to perform the work specified are unavailable in the school system, or (b) the schedule for such work cannot be met with the equipment or skills available.
 - d. Determine the qualifications of employees.
 - e. Determine the policy affecting the selection, testing, or training of the employees.
 - f. Meet such responsibilities and exercise its powers and rights through its administrative staff.
2. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of rules, regulations, policies, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are in conformance with school code, Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 5
Payroll Deductions

1. Any employee may sign and deliver to the Board an assignment authorizing deductions of dues or a representation benefit fee established by the Association. Pursuant to such authorization, the Board will deduct such dues from the first regular salary check of each month.
2. With respect to all sums for dues or service fees deducted by the Board pursuant to authorization of the employee, the Board agrees to disburse promptly said sums to the Association.
3. Upon appropriate written authorization from the employee, the Board will deduct from the wages of employees and make appropriate remittance for annuities, credit union, savings bonds, and insurance premiums, the latter only if associated with an employee group plan. The business office must have in writing the employee's authorization for any deductions at least seven (7) days prior to the effective date of such deductions. Deductions may be discontinued by notifying the business office seven (7) days prior to the end of a pay period.
4. The Association shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the employer in sections 1, 2 or 3 in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues or service fees.

ARTICLE 6

Seniority

1. Seniority is defined as the length of continuous employment in the bargaining unit since the employee's most recent starting date.
2. For the purpose of this article, each bargaining unit member shall be classified as either Transportation (I), Maintenance (II), or Custodian (III) depending upon the individual employee's job assignment.
3. From their most recent starting date, employees shall be considered probationary not to exceed thirty (30) working days. Upon completion of the probationary period, an employee shall be considered a member of the bargaining unit.
4. If two or more employees have the same starting date, seniority will be determined among them by the last four digits of their social security numbers. The higher number shall have the greater seniority.
5. Seniority will be terminated if an employee resigns, is discharged, fails to return to work after a leave of absence, or if a bus driver elects to become a substitute driver.
6. A seniority list for each classification will list the names, date of hire, and job title of all members of the bargaining unit. The Board will maintain a current seniority list for each classification and will provide the Association with a copy of each list annually in September.

ARTICLE 7
Vacancies and Transfers

1. The Board declares its support for the filling of vacancies, including supervisory positions, from within the ranks of its employee force. All bargaining unit positions shall be filled on the basis of seniority, competency and qualifications, except for transportation positions, which shall be filled based solely on the seniority of the employee. However, in filling vacancies in special education and alternative education transportation runs, the Board may also consider employee competency and experience.
2. A vacancy exists when there are more positions than employees in the bargaining unit.
3. An existing vacancy will not be filled, except on a temporary basis, until the position has been posted for five (5) working days. The open position with accompanying qualifications shall be posted in each building in the district. A copy of each posting shall be sent to the president of the Association.
4. In filling a vacancy in a bargaining unit position, the Board agrees to hire outside of its employee ranks only if no qualified internal candidates apply.
5. If an employee of the bargaining unit is selected to fill a vacancy, he/she shall be transferred to the new position within twenty (20) working days unless an emergency situation exists.
6. An employee who is selected to fill an existing vacancy will serve a twenty (20) working day probationary period in that position. If the immediate supervisor determines that the employee is unable to satisfactorily perform the duties of the new position within the probationary period, the employee will be returned to a position within his/her capabilities and previous wage classification.
7. An employee who is transferred to a position within a higher wage classification shall be placed at the first step on the wage scale showing an increase in his/her current wages. An employee transferred to a lower wage classification shall be placed at the same step as his/her current job.

NOTE: Sections 8-12 of this article pertain only to transportation employees.

8. A vacancy also exists under the following conditions:
 - a. An employee granted a leave of absence of three (3) months or longer waives his/her right to return to the run he/she left, even if the employee returns prior to the termination date of the leave. Drivers will bid on the vacancy beginning with the most senior driver.
 - b. An existing route, (the regular pick-up and drop-off of students only, not included is the regular transfer of students, etc.), is modified to cause at least a ten percent (10%) decrease in the initial total daily wages of a driver as determined by the timing process. If the decrease occurs in a noon route, only the noon route will be rebid. The driver

affected must request that the route be considered vacant. The driver whose route is declared vacant will bid first only on a lower seniority route.

9. A driver may retain his/her present run by "passing" when the bidding reaches him/her. However, he/she is also eliminated from further bidding on any run which might become vacant farther down the seniority list.
10. In the case of a newly established run requiring an additional bus and driver, bidding would be open to all drivers. However, the opportunity to "pass" and its accompanying restriction would apply in this situation also.
11. The bidding process will be accomplished at a single meeting of all drivers who are eligible to bid on a specific vacancy.
12. No vacancy may occur between May 1 and the fall route selection meeting. These positions are filled by substitutes.

ARTICLE 8
Conditions of Employment

A. For custodian and maintenance employees only:

1. A normal work day consists of eight (8) hours per day and a normal work week consists of five (5) consecutive days.
2. Overtime shall be paid at the following rate:
 - a. Time and one-half for all hours worked over forty (40) hours per week.
 - b. Double time for all hours worked on Sunday.
 - c. Double time for all hours worked on holidays that are defined in this agreement plus holiday pay.
3. The opportunity for overtime in a particular building shall be distributed equally among custodians assigned to that building. Should no custodian assigned to that building accept the overtime, it shall be offered on a rotational basis to interested custodial and maintenance employees based on seniority. In the event overtime is turned down by all custodial and maintenance employees, the supervisor may assign it to a substitute or to the least senior custodial/maintenance employee. Overtime shall be assigned quarterly. Mandatory overtime shall not be required of any employee on Sunday.
4. Shifts of work are defined as follows:
 - a. First shift starts between 6:00 a.m. and 8:00 a.m.
 - b. Second shift starts between 2:00 p.m. and 4:00 p.m. The school board may flex the second shift schedule of elementary custodians beginning time from 12:00—4:00 p.m.
 - c. Third shift starts between 10:00 p.m. and 12:00 a.m.
 - d. Employees shall be given reasonable notice of changes in shift starting times.
5. First shift employees are to call the supervisor or designee one hour before shift if they are to be absent. Second and third shift employees are to call two hours before shift if they are to be absent.
6. Each shift of work will have an unpaid thirty (30) minute uninterrupted lunch period barring situations of urgency.
7. Each shift of at least six (6) hours shall be allowed two (2) coffee breaks each not to exceed fifteen (15) minutes in duration.

8. Employee requests for deviation from the daily work schedule must be approved by the appropriate district supervisor.
9. Changes in defined work shifts shall be approved by the Board and the Association.
10. Any employee who is asked to report on a call-in basis, including building opening or closing, beyond the normal work day or work week, shall be paid a minimum of one (1) hour's pay.
11. A custodian shall be responsible for the cleaning, security of the building during his/her regular hours of duty, and general care of heating, electrical, and plumbing systems, and shall assist in the removal of snow adjacent to buildings. A custodian shall be responsible for any other duties which may be designated by the district supervisor or the building principal.
12. The lead custodian shall be responsible for custodial responsibilities as well as coordinating building use with building administrators and community education to ensure appropriate preparation for activities, performing regular building and grounds inspection, ordering supplies and reporting equipment repair needs to supervisor, coordinating daily cleaning training custodial staff, assisting with the hiring of new employees, providing input into the evaluation of custodial staff and for completing any other responsibilities as assigned by the district supervisor or building principal.
13. A maintenance employee shall be responsible for substantial electrical, heating, mechanical, or plumbing repairs, and for carpentry, plastering, cement work, roof repairs, care of landscape, snow removal, and for any other duties designated by the district supervisor.
14. The Board will provide custodian and maintenance employees with the tools and equipment necessary for the tasks they are expected to perform.

B. For Transportation employees only:

1. A Regular Driver shall be defined as any driver who drives at least an am/pm route. All other drivers shall be considered regular part time drivers.
2. There are two types of regular routes: A.M./P.M. and noon. A regular route is defined as the regular pick-up and drop-off of students as well as the regular transfers of students between buildings for other programs. Additional work is defined as that work which cannot be scheduled contiguously to any run within fifteen (15) minutes. This additional work shall be posted at the route selection meeting if the information about this work is available
3. Drivers shall begin the year by driving the routes to which they were assigned during the previous school year, in so far as possible. They shall be paid at the newly negotiated run rate for that school year. All routes will be bid within a two (2) week period following the conclusion of the timing and posting sequence.

Timings will continue to be conducted during the last full week of September. Regular routes will be paid for the time from parking lost to parking lot. Following the route selection meeting, newly assigned drivers will begin driving their routes to coincide with the beginning of the regular pay period.

4. Route selection will be made on the basis of driver seniority starting with the most senior driver. A complete list of regular routes, including the estimated time for each route, will be made available three (3) working days prior to the meeting for route selection. Drivers may secure this list at the district transportation office.
5. The Board reserves the right to assign special education runs.
6. A field trip is defined as any transportation of students other than a regular route.
7. All regular drivers will be responsible for field trips.
8. An effort will be made to equalize supplemental field trip work hours among drivers. The Jenison Public Schools Transportation Field Trip Guidelines shall be used.
9. If all drivers reject the offer of particular field trip and no qualified substitute driver is available, the assignment will be made to the driver with the least seniority.
10. There shall be a four (4) hour minimum payment for a field trip with an indeterminate pick-up time on a day school is not in session.
11. For a field trip on a day school is in session, fifteen (15) minutes will be added to the accumulated time of the trip for safety check, fueling, and cleaning of the bus. For a field trip scheduled on a day when school is not in session, thirty (30) minutes will be added to the accumulated time of the trip for safety check, fueling, and cleaning of the bus.
12. Members of the bargaining unit be assigned to drive district school buses except in situations necessitating the use of substitute drivers or the district supervisor of transportation.
13. Employees are responsible for performing the mandatory daily safety check, fueling, checking and adding oil, and cleaning the interior of the buses to which they are regularly assigned and for which a thirty (30) minute daily allowance shall be provided.
14. The Board shall pay for all CDL licenses and job-related testing and training. The Board will assume the cost of registration and materials for all required trainings or workshops. Employees required to attend any training programs shall be paid for such time at the training rate in Schedule B.
15. Drivers making skill center runs will be paid for actual driving time plus field trip rate for required layover.

16. To determine daily wages for regular routes of less than one (1) hour duration, the A.M. and P.M. actual run time will be added to the thirty (30) minute daily allowance. If the total is less than one hundred twenty (120) minutes, the driver will be paid for two (2) hours at his/her regular driving wage.
17. All noon routes of less than one (1) hour shall be paid one (1) hour's wage. Noon routes longer than one (1) hour shall be paid at the driver's regular rate.
18. After all bus routes are distributed, the transportation supervisor will assign buses after considering the mileage on the buses, length of assigned routes, probable field trips, and any other relevant factors.
19. Any and all additional work which arises after the bidding of routes at the route selection meeting shall be posted separately and distinctly from the regular routes for a least forty-eight (48) hours. Drivers shall be permitted to bid on such work and shall be awarded the work on the basis of seniority unless it is contiguous to another run within fifteen (15) minutes. In that event, the most senior driver within the contiguous area (15 minutes) shall be awarded the work.
20. When a field trip has been canceled and the driver has not been notified prior to reporting to work, he/she will be paid one (1) hour at the field trip rate for reporting to work.
21. When a driver is notified after the commencement of a field trip that no pick up is necessary, he/she shall be paid for two (2) hours for the cancelled pick up and for the drop off at the actual timed rate or two (2) hours whichever is greater.
22. When a field trip has been cancelled on a day that school is in session, the driver shall be assigned to drive his/her regular run at the regular rate of pay. The substitute driver shall qualify for the cancellation fee for the run. If it is too late for the driver to drive his/her regular run, the driver will be paid for the regular run.
23. All drivers shall participate and be compensated five (5) hours annually at the field trip rate to assist with changing and updating routes throughout the school year. These hours shall be noted on time sheets and processed for payment with the Christmas/New Year holiday pay period.

ARTICLE 9
Vacation & Holidays

1. For employees who are regularly scheduled to work fifty-two (52) weeks, vacation time is earned and computed on the vacation year from June 1 to May 31.
2. First-year employees from their date of hiring to May 31 shall be granted vacation time as follows:

<u>Seniority</u>	<u>Vacation Time</u>
3 months	1 day
4 months	2 days
5 months	3 days
6 months	4 days
7 months	5 days
8 months	6 days
9 months	7 days
10 months	8 days
11 months	9 days
1 year	10 days

3. Employees with one (1) year or more seniority will have their vacation time computed as follows:

<u>Seniority</u>	<u>Vacation Time</u>
1 - 7 years	10 work days
8 - 14 years	15 work days
15 years and over	20 work days

4. Vacation pay shall be paid on an employee's normal work week exclusive of overtime.
5. When a holiday falls and/or is observed during a scheduled vacation, the vacation shall be extended one (1) day continuous with the vacation or not counted as a vacation day at the option of the employee.
6. Vacations shall be scheduled by the District Supervisor with preference given to the most senior employee. Vacations shall not be scheduled two (2) weeks before school starts or during Christmas vacation or spring vacation.
7. An employee who is terminated for any reason shall receive regular pay for accumulated vacation days.
8. Accumulated vacation shall be limited to twenty (20) working days.

9. All employees scheduled to work shall be paid for the following holidays which fall during their scheduled work year:

New Year's Day

Memorial Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Two days during winter break to be determined by the Board

July 4 shall be a paid holiday for twelve-month employees only.

10. Should any holiday fall on a Saturday or Sunday, at the discretion of the Board either the preceding Friday or the following Monday will be considered a paid holiday.
11. To qualify for holiday pay, an employee must work the last scheduled day before the holiday and the next scheduled day after the holiday unless the employee is absent under the conditions of illness, disability, bereavement leave or vacation approved by the supervisor.
12. An employee on unpaid leave of absence when a holiday occurs shall not be entitled to holiday pay.

ARTICLE 10
Illness, Disability, Bereavement, and Personal Leave

1. The provisions of this article shall be applicable to all employees except that an employee who works fewer than five (5) days per week will receive twenty percent (20%) of the annual sick leave allowance for each day he/she is scheduled to work.
2. During the first year of employment, illness, disability and bereavement leave shall be earned at the rate of one (1) day per month commencing on the employee's first day of employment and ending on June 30. Leave time may be earned but not granted during the probationary period.
3. Annually on July 1 each employee will be credited with an additional twelve (12) days of leave except an employee regularly scheduled to work fewer than twelve (12) months will be granted an allotment equal to one (1) day for each month worked. Maximum accumulation of leave is one hundred fifty (150) days.
4. An employee may use any portion or all of his/her leave to recover from personal illness or disability. No more than fifteen (15) of these days per year may be used for:
 - a. Illness of his/her legal dependents residing within his/her household, and/or
 - b. For care of his/her mother, father, mother-in-law, father-in-law, children or children-in-law regardless of residence in the household when seriously ill and/or
 - c. For care of his/her mother, father, mother-in-law, father-in-law, children or children-in-law regardless of residence in the household when the physical presence of the employee is medically necessary at times which conflict with his/her duties of employment.
5.
 - a. An employee shall be granted without loss of pay or reduction of leave time up to three (3) days for death of spouse, mother, father, or children.
 - b. As many as five (5) additional days deductible from leave time may be used for death of spouse, mother, father, or children.
 - c. Up to three (3) days deductible from leave time may be used for death of siblings, father-in-law, mother-in-law, grandchildren or grandparents. Up to two (2) days deductible from leave time may be used for death of brother-in-law, sister-in-law and grandparents-in-law.
 - d. The employee may use from accrued leave no more than one (1) day per death to attend the funeral of any other friend or relative.
6. The Board may request proof of illness in the form of a physician's statement, if an employee is absent because of illness or disability for more than three (3) consecutive days, and in cases of chronic absences. At the Board's expense the employee will submit to an examination to determine if sick leave is warranted.

7. If the Board believes that the employee's physical or mental condition is such that the employee's ability to perform the job is significantly diminished, the Board may require at district expense that the employee submit to an examination by an appropriate specialist selected by mutual agreement of the employee and the Superintendent, or his/her designee, from a list of specialists obtained from Spectrum Health Services.
8. The district will continue to pay an employee absent due to illness or injury compensable under the Michigan Workers' Compensation Act his/her regular wages for up to ninety (90) days from the point of disability. The employee will endorse all Workers' Compensation wage benefit checks for this ninety (90) day period to the district. During this ninety (90) day period, there will be no charge made against the employee's accumulated sick leave. Thereafter, the employee shall use his/her accumulated leave days on a proportional basis to continue to receive the difference between his/her wages at the point of disability and the Workers compensation benefits received for the duration of the disability or until his/her accumulated leave days are exhausted, whichever comes first. Payments in addition to amounts received from Workers Compensation are earned disability pension benefits and are specifically intended to augment the amount received under Workers Compensation and not as an offset thereto. In the event a court or administrative agency of competent jurisdiction finds such payments under this contract to be in violation of the law, then the employee shall receive only payments under Workers Compensation, and earned leave time shall be preserved.
9. An employee absent due to a case of mumps, measles, chickenpox or scarlet fever contracted in the course of employment shall suffer no diminution of compensation and shall not be charged with use of his/her accumulated leave days for a period not to exceed fifteen (15) work days.
10. An employee will be allowed two (2) days leave each year for personal business reasons. These days shall be noncumulative from year to year and will not be deducted from sick leave. However, if a personal business day(s) is not used during the school year, it shall accumulate as an additional leave day(s) under the provisions of Section 3 of this Article. Absences under this section shall be for necessary business activities or events of a personal nature related to the family, career, legal and/or financial affairs of the employee, which cannot be handled at any other time than during the work shift and for which the employee is not compensated in wage, salary, or kind for his/her personal services. An employee may be asked to change the date(s) of requested leave if it falls on a date when the district is unable to cover the employee's work. The administration reserves the right of approval for personal business day(s) that cannot be covered and/or days that extend a vacation or recess period. Except in cases of emergency, notification of intent to use the day(s) should be made in writing to the Director of Personnel at least five (5) days in advance.

ARTICLE 11
Leaves of Absence

1. An employee may be granted a leave of absence without pay for up to ten (10) days subject to the approval of the District Supervisor and Director of Personnel. Request for leaves of more than ten (10) days must be approved by the Superintendent.
2. Requests for leaves of absence must be submitted in writing for approval at least two (2) weeks prior to the time of the proposed leave. Emergency leaves of absence may be granted by the District Supervisor and Director of Personnel at any time, but a written approval must be issued.
3. An employee who is unable to work because of personal illness or disability and who has exhausted all available sick leave, shall request and be granted a leave of absence for the duration of such illness or disability, but not to exceed one (1) year, without loss of job or seniority. A physician's statement must accompany such a request.

The Superintendent may grant an extension not to exceed one (1) additional year upon receipt of written request from the employee and an accompanying physician's statement verifying the need for such extension.

4. A request for leave must contain a definite starting and ending date.
5. A request for extension of any leave of absence will be considered by the Superintendent.
6. An employee may elect to return to work prior to the termination date of the leave; this right is waived for a leave of three (3) months or longer.
7. All military leaves of absence and the reinstatement rights of any employee who enters the military service of the United States shall be determined in accordance with the applicable laws and federal regulations.

ARTICLE 12
Legal Protection

1. Any case of physical assault upon an employee occurring during the performance of duties must be reported promptly to the Board or its designated representative. Upon request the Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such an assault. This does not provide assistance for civil damages.
2. If criminal or civil proceedings are initiated against an employee acting in good faith within the scope of Board policy, the Board upon request will provide legal counsel to defend him/her in such proceedings.
3. Reimbursement to staff for validated damage to personal automobile property due to vandalism and/or theft shall be made under the following conditions:
 - a. The staff member is acting in the line of duty when such loss occurs and when the vehicle is parked in the designated area as assigned by the building administrator or supervisor.
 - b. The board will pay the deductible amount of each claim during the duration of each fiscal year (July 1-June 30) under condition of letter a above.
 - c. The items damaged or stolen are attachments to and are regular accessories of the vehicle. Note: Sound systems (CD players, tape decks, etc), tapes and compact discs and/or telecommunication units are not considered to be regular accessories.
 - d. The vehicle was secured (windows closed, doors locked). Signs of forcible entry must be evident.
 - e. The damage was properly reported to the police and building administrator immediately after the discovery of loss/damage.
 - f. The staff member signs the claim form stating the damage and/or loss was, to the best of that staff member's knowledge, done while he/she was acting in the line of duty and stating the location in which the vehicle was parked. At least two (2) estimates from reputable local businesses shall be attached. The forms will be obtained from the building principals or the immediate supervisor.
 - g. Reimbursement will be limited to the deductible amount.

ARTICLE 13
Insurance Protection

1. Employees scheduled to work thirty (30) or more hours per week, fifty-two (52) weeks per year are entitled to insurance benefits. Insurance will take effect following the thirty (30) day probationary period for new employees or twenty (20) days probationary period for current employees.
2. During the open enrollment period and upon appropriate application each eligible maintenance, custodial and laundry employee may select at no cost to the employee the following insurance coverage for himself/herself and his/her eligible dependents:

MESSA PAK A

For fulltime, year round employees electing health insurance

1. SuperCare I with preventative care (wellness) rider; \$50/\$100 deductible; \$2.00 prescription co-pay.
2. LTD (66-2/3 with \$2,000 per month maximum)
3. Negotiated Term Life-\$35,000 with AD&D
4. VSP III Vision
5. Delta Dental (80%/80%/80%); Coordination of Benefits (COB) with \$1,000 annual class 1 & 2 benefits; \$1,300 orthodontic rider.

MESSA PAK B

For full time, year round employees not electing health insurance

1. LTD (66-2/3 with \$2,000 per month maximum)
2. Negotiated Term Life-\$35,000 with AD&D
3. VSP III Vision
5. Delta Dental (80%/80%/80%); Coordination of Benefits (COB) with \$1,000 annual class 1 & 2 benefits; \$1,300 orthodontic rider.

Additionally, those employees electing Plan B shall have a cash option equal to the SuperCare I single subscriber rate in effect for the current school year (in an amount of not less than \$196.32). The cash option may be re-directed by the employee toward MESSA options and/or annuities. In addition, employees may also re-direct the cash option toward the district's medical and dependent child care flexible spending accounts (125 Cafeteria Plan).

3. Bus drivers who drive thirty (30) hours or more per week or a minimum of 1320 hours per year shall be eligible for the following insurance coverage:

MESSA PAK A

1. SuperCare I with preventative care (wellness) rider; \$50/\$100 deductible; \$2.00 prescription co-pay.
2. Negotiated Term Life-\$35,000 with AD&D
3. VSP III Vision
4. Delta Dental (50%/50%/50%) with \$1,000 annual class 1 & 2 benefits.

OR

MESSA PAK B

1. Negotiated Term Life-\$35,000 with AD&D
2. VSP III Vision
3. Delta Dental (50%/50%/50%) with \$1,000 annual class 1 & 2 benefits.

Additionally, those employees electing Plan B shall have a cash option equal to the SuperCare I single subscriber rate in effect for the current school year (in an amount of not less than \$196.32). The cash option may be re-directed by the employee toward MESSA options and/or annuities. In addition, employees may also re-direct the cash option toward the district's medical and dependent child care flexible spending accounts (125 Cafeteria Plan).

Driver eligibility for health insurance shall be determined after the retiming run in September of each year. The insurance year for bus drivers shall be November 1 through October 31 of each year.

4. Employees not eligible for health insurance under this provision shall be able to enroll in the SuperCare I package at group rates, as permitted by MESSA, and shall have the premium payroll deducted.
5. Insurance contributions for employees on unpaid leave of absence shall be provided only through the month following termination of wages or as provided by the FMLA. Such contributions shall be terminated immediately upon an employee resigning or being discharged.
6. An employee while on unpaid leave may elect to pay his/her own insurance premiums according to terms and conditions established by the insurance carrier.
7. The provisions of this article are subject to all the underwriting rules and regulations of the insurance carrier.

8. The employee must notify the employer of any change in marital status and/or number or age of dependents which would result in an adjustment of premiums paid by the employer for insurance coverage.
9. The Board shall be responsible for processing applications and information after receipt from the employee to assure the specified coverage from the insurance carriers.

ARTICLE 14
Medical Exams

1. When medical examinations or tests are required by the Board, costs incurred shall be paid by the Board. The examining physician or source of test shall be approved by the Board prior to the test or exam being administered.

2. As required by law each driver shall submit to a physical examination by a Board-designated physician and shall present the physician's certificate to the district supervisor.

ARTICLE 15
Clothing Allowance

1. Each contract year maintenance and custodian employees will be provided respectively with five (5) and three (3) uniforms, which must be worn while on duty.
2. The district will make available to each custodial and maintenance employee a \$50.00 annual allowance toward the purchase of appropriate work footwear.
3. A district specified jacket will be provided at no cost to each bus driver every other year beginning in the fall of 1998.

ARTICLE 16
Grievance Procedure

1. Purpose
The primary purpose of the grievance procedure is to secure at the lowest level possible, equitable solutions to problems which may arise between the district and members of the Association.
2. Definitions
A grievance shall be defined as an alleged violation of the expressed terms and conditions of the Agreement. The term "days" when mentioned in this Article shall mean working days.
3. Procedural Rules
A grievance shall be submitted in writing and shall contain the following:
 - a. It shall cite the section of this Agreement alleged to have been violated.
 - b. It shall review the facts giving rise to the alleged violation.
 - c. It shall specify the date of the alleged violation.
 - d. It shall specify the relief requested.
 - e. It shall be signed by the grievant or grievants.
4. Although the time limits of the procedure may be extended by mutual consent, the number of days indicated at each level must be considered the maximum.
5. A grievant may withdraw a grievance at any level of the procedure of his/her own accord without obtaining the consent of the Board or the Association and such withdrawal shall render the grievance without force or effect as if it had never been filed.
6. If the grievant fails to appeal a decision at any level of the procedure within the time limits set forth in the procedure, no further processing of that particular grievance will be permitted.
7. A grievant may choose to be represented at all meetings or hearings at any level of the grievance procedure by another employee or another person. However, the Association shall be a party to any grievance reaching Level Three.
8. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.
9. Levels of the Procedure
Any employee, group of employees or the Association may file a grievance which shall be processed in the following manner:

Level One

Within twenty (20) days of the alleged violation the grievance shall be submitted to the appropriate District Supervisor, who shall render his decision in writing within fifteen (15) days of his receipt of the grievance. Upon the request of the Association, a meeting with the grievant(s), Association Representative, Supervisor, and Director of Personnel will be scheduled prior to a decision being rendered.

Level Two

If an unsatisfactory decision is received at level one, the grievance may be filed within fifteen (15) days with the Superintendent or his representative. Within fifteen (15) days from the receipt of the grievance, the Superintendent or his representative shall render in writing his/her disposition. Upon the request of the Association, a meeting with the grievant(s), Association Representative, Supervisor, and Director of Personnel will be scheduled prior to a decision being rendered.

Level Three

If an unsatisfactory decision is received at level two, the grievance may be filed within fifteen (15) days with the Board of Education. Within twenty (20) days from the receipt of the grievance by the Board, the Board's review committee shall meet with the grievant for the purpose of arriving at a solution to the problem. The Board's decision shall be rendered in writing within fifteen (15) days thereafter.

Level Four

If the aggrieved is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator by the Association filing a demand for arbitration with the American Arbitration Association no later than twenty (20) days after receipt of the Board disposition.

10. Powers of the arbitrator are subject to the following limitations:
 - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He/she shall have no power to change any practice, policy, or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
 - c. Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
 - d. The decision of the arbitrator within the scope of his/her authority as stated herein shall be final, conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

ARTICLE 17
Reduction of Personnel and Recall

1. When a necessary reduction of personnel occurs, employees will be affected by a layoff in reverse order of seniority within each classification.
2. For the purposes of this Article, the three classifications shall be identified as follows: Classification I - Transportation; Classification II - Maintenance; Classification III - Custodial.
3. Employees affected by layoff in Classification II may bump a less senior employee within Classification III provided the employee has the present ability to perform the tasks and responsibilities of the available position.
4. Employees affected by layoff in Classification III may bump a less senior employee within Classification II provided the employee has the present ability to perform the tasks and responsibilities of the available position.
5. An employee scheduled to work fewer than thirty (30) hours per week at the time of layoff may not bump an employee scheduled to work thirty (30) or more hours per week.
6. Employees will be called back in order of seniority provided the employee has the present ability to perform the tasks and responsibilities of the available position. Notification shall be by certified mail.
7. An employee on layoff for longer than two years or the length of his/her service with the school district prior to the layoff, whichever is the longer period of time, and those who refuse to accept a recall shall forfeit all further rights to recall.

ARTICLE 18
School Closings

1. When schools of the district are closed to students because of inclement weather prior to their regular reporting times for the students' school day, employees shall not be required to report to work. Employees shall receive their normal daily compensation for the canceled work day, unless it is a work day which is to be rescheduled and worked on another date, which is in addition to their originally scheduled work year remaining. If the employee will work such a rescheduled work day, he/she will not receive his/her normal daily compensation for the canceled work day, but will work and be paid for the rescheduled work day.
2. Should an employee be requested and able to work on a day defined in section 1, said employee shall be granted equivalent compensatory time off the job as scheduled by the district supervisor within the next sixty (60) days.
3. An employee, who is sent home before his/her shift is completed because of inclement weather, shall be paid his/her total regular wages for the full shift.
4. When schools are unexpectedly dismissed early due to inclement weather, drivers who are unavailable due to a field trip which would not have interfered with normal dismissal, will be paid for their regular P.M. run. A driver unavailable for any other reason shall not be compensated for the P.M. run or its equivalent.
5. A driver who has his/her trip canceled due to inclement weather shall not suffer a loss of his/her regularly scheduled pay for his/her regular run when other drivers are to be paid for their canceled regular runs. However, the driver will not be paid the trip rate for any hours which overlap the regular run time which would have been worked.

ARTICLE 19
Judicial Proceedings

1. An employee required to serve jury duty or who is subpoenaed as a witness in a civil or criminal case during the hours of his/her regular work shift, will be paid the difference between the stipend for such service and his/her regular wages.
2. In order to be entitled to the aforementioned differential pay, the employee shall be required to sign a form provided by the school district which requests the court in writing that it either excuse him/her from jury duty service or delay his/her jury duty to a time that does not conflict with his/her duties of employment with the Jenison Public School District.
3. If any bus driver is called as a witness on a work-related matter in a judicial proceeding during holiday break time or during the summer, the employee will be compensated at the field trip rate for all time spent, including transit time, less court-paid stipend.

ARTICLE 20
General Provision

1. If any provision or the application of any provision of this Agreement is found to be contrary to law, then that provision or application will be deemed null and void. The Board and Association shall meet promptly to renegotiate the affected provision.
2. This Agreement supersedes any rules, regulations or practice of the Board which may be contrary to or inconsistent with its terms.
3. For the duration of this Agreement the Association agrees that it will not directly or indirectly engage or assist in any strike as defined by the Public Employment Relations Act. The Board agrees that it will not lock out its employees.
4. 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 mentioned herein.

ARTICLE 21
Promulgation

Copies of this Agreement will be printed at the expense of the Board of Education and presented to each employee of the bargaining unit. The Board will provide fifteen (15) extra copies for the use of the Association.

ARTICLE 22
DURATION OF AGREEMENT
Custodial/Maintenance & Transportation (MEA-NEA)

This Contract Extension Agreement including Appendix A and B, shall become effective **July 1, 2000** and shall remain in effect until **June 30, 2003**.

For the Association:

Doug Helder

Steve Anderson

Mary Earl

Mary S. McKenna

Sharon Allyn

For the Board:

[Signature]

President

William Waalkes

Secretary

Mary E. Grant

Treasurer

APPENDIX A
Custodial & Maintenance Wage Scale

CUSTODIANS:

<u>Step</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
1	\$13.02	\$13.39	\$13.77
2	13.63	14.02	14.42
3	13.91	14.31	14.72
4	14.36	14.77	15.19
5	15.66	16.11	16.57
Longevity (Years of Service)			
10 Years	\$16.20	\$16.66	\$17.14
13 Years	16.45	16.92	17.40
15 Years	16.70	17.18	17.67

MAINTENANCE & LEAD CUSTODIAN:

<u>Step</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
1	\$13.86	\$14.26	\$14.67
2	14.53	14.94	15.37
3	14.98	15.41	15.85
4	15.40	15.84	16.29
5	16.68	17.16	17.65
Longevity (Years of Service)			
10 Years	\$17.23	\$17.72	\$18.23
13 Years	17.46	17.96	18.47
15 Years	17.71	18.21	18.73

An employee working the second shift shall receive an additional fifteen cents (\$.15) per hour.

An employee working the third shift shall receive an additional twenty cents (\$.20) per hour.

An employee will move to the next step of the appropriate wage scale on the anniversary of his/her last date of hire.

APPENDIX B
Transportation Wage Scale

REGULAR RUNS:

<u>Step</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
1	\$14.10	\$14.50	\$14.91
2	14.38	14.79	15.21
3	14.67	15.09	15.52
4	14.88	15.30	15.74
5	15.60	16.05	16.51
Longevity (Years of Service)			
10 Years	\$16.12	\$16.58	\$17.05
13 Years	16.37	16.84	17.32
15 Years	16.62	17.09	17.58

FIELD TRIP RATES:

	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
Hourly	\$10.68	\$10.98	\$11.29
Minimum Rate Guarantee	11.27	11.59	11.92

TRAINING RATE:

	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
Hourly	\$9.96	\$10.24	\$10.53

ECO BUS RATE:

	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
Hourly	\$11.71	\$12.04	\$12.38

