

**Agreement between
The Board of Education
of the
Waterford School District
and
MESPA III
Food & Nutrition Services
Custodians and Maintenance
Transportation**

2022 - 2025



Human Resources
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WATERFORD SCHOOL DISTRICT

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AGREEMENT
BETWEEN
THE WATERFORD SCHOOL DISTRICT
and
MESPA III

THIS AGREEMENT is entered into on this fifth-teenth day of July, 2022, by and between the Board of Education of the Waterford School District, Oakland County, Michigan, hereinafter referred to either as the “Board” or the “Employer”, and the Waterford Michigan Educational Support Personnel Association III, hereinafter called the “Association”, affiliated with the Michigan Education Association and the National Education Association.

Purpose and Intent: The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote harmonious relationships among employees and the Board.

The parties recognize that the obligation of the school system is to provide the best possible educational program for young people and adults, and that all employees should assist in providing a courteous and effective service.

Note: The headings in the Agreement neither add to, nor subtract from the meaning, but are for reference only. Where appropriate, in this Agreement, the specification of masculine gender implies the feminine gender.

**ARTICLE 1
RECOGNITION**

- A. Subject to and in accordance with all applicable provisions of Act 379 of the Public Acts of Michigan, 1965, as amended, the Board does hereby recognize the Association as the exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of the Agreement with those employees of the Board in the bargaining unit described below.
- B. The members of the unit represented by the Association include all the transportations, food service, custodial, and maintenance employees, excluding supervisors, substitutes, employees in other bargaining units and all other employees.

**ARTICLE 2
AID TO OTHER UNIONS**

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining for other than the Association, or make any agreement with any group or organization for the purpose of undermining the Association.

**ARTICLE 3
SENIORITY-PROBATION EMPLOYEES**

- A. Employees hired new to the district, or rehired after having quit, who are members of the bargaining unit as defined, shall serve a probationary period of sixty (60) actual working days in their job assignment. Employees hired new to the unit, but who transferred into MESPA III from a non-affiliated position, shall also serve a probationary period of sixty (60) actual working days in their job assignment and his/her seniority date shall begin when the employee started in the MESPA III position. There shall be no seniority among probationary employees. The sixty (60) working day probationary period shall be accumulated within not more than one year. The probationary period may be extended for any absences of the employee during that period by the number said absences. After completion of the probationary period, employees will be entered on the seniority list from their first probationary work day of their present employment.
- B. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined probationary employees, for other than Association activity.

- C. The sixty (60) working day probationary period may be extended upon mutual agreement between the Board and the Association, in the event that evaluation at the time is inconclusive.
- D. Credit for vacation allowance and sick leave shall be granted to the employee for whom this Agreement provides vacation allowance and/or sick leave when he has satisfactorily completed this probationary period, retroactive to the number of work days of probation. At the District's discretion, an employee who transfers into MESPA III from a non-affiliated position, may receive no more than two (2) steps on the wage scale, per Appendix A (if applicable). Longevity benefits shall be based on the employee's continuous service with Waterford School District. All other benefits provided in this agreement shall be based on the employee's seniority date with MESPA III.
- E. When more than one employee has the same seniority date, seniority will be determined by alphabetical sequence of last name at date of hire with the last name starting with "A" having the highest seniority.

**ARTICLE 4
SENIORITY LISTS**

- A. Seniority shall not be affected by the race, sex, marital status of dependents of the employee.
- B. The seniority lists will show the names, job titles, and job location of all employees, by departments, entitled to seniority and shall not be grievable beyond ten (10) working days after posting, unless the employee was on leave during the time period. This employee shall have ten (10) working days after his/her return to grieve. The seniority lists shall also include probationary employees noted at the bottom of the list with an asterisk.
- C. The Board will keep the seniority list up to date at all times and in the event of change, will provide the Association with an up to date copy on the first of every other month between September and June and will be posted on the bulletin boards.

**ARTICLE 5
LOSS OF SENIORITY**

An employee shall lose his/her seniority for the following reasons only:

- A. He/she resigns or retires.
- B. He/she is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.

- C. He/she is absent for three (3) consecutive working days without notifying the immediate supervisor or designate.

If the absence is for medical reasons, the notification must be in the form of a medical statement to the immediate supervisor or designate within the three (3) day period. In proper cases, exceptions may be made. After such absence, the Board will send written notification to the employee at his/her last known address, that he/she has lost his/her seniority and his/her employment is terminated. If the disposition made of any such case is unsatisfactory, the matter may be referred to the grievance procedure.

- D. If he/she does not return to work when recalled from layoff, as set forth in the recall procedure. In proper cases, exception may be made.
- E. Return from sick leave and leave of absence will be treated the same as “C” above.
- F. If on a layoff, for a period exceeding his/her length of seniority.

ARTICLE 6 SENIORITY OF OFFICERS

- A. Notwithstanding their positions on the seniority list, Association Representatives shall, in the event of a layoff of any type, be continued at work as long as there is a job in a department which they are qualified to perform and shall be recalled to work in the event of a layoff on the first open job in their department which they are qualified to perform.
- B. Notwithstanding their position on the seniority lists, the President, Vice-President and Secretary/Treasurer of the local Association shall, in the event of a layoff only, be continued to work at all times, provided they are qualified to perform any of the work available.

ARTICLE 7 OFFICERS AND REPRESENTATION DIVISION OF THE ASSOCIATION

- A. Representation Division
 - 1 There are four (4) representations divisions within the bargaining unit, numbered and located as follows:
 - a. All custodial employees;
 - b. All maintenance employees;
 - c. All food and nutrition service employees;

d. All transportation employees.

2. The number of representation divisions in the unit shall be the present number, unless the number is increased or decreased by agreement between the Board and the Association. The Board and the Association may redistrict the unit from time to time by mutual agreement.

B. Association Representative

1. There shall be one (1) Association Representative in each representation division who shall represent all of the employees working in that representation division. The Association Representative shall be a regular employee working in the division they represent. Employees assigned to a representation division will be represented by the Association Representative of the representation division to which they are assigned.

The Vice President shall represent the employee with a grievance only in the absence of the Association Representative. The President shall represent the employee with a grievance only in the absence of all above in Step One.

2. The Association Representatives, Vice President or President, during their working hours, without loss of time or pay, may investigate and present grievances to the employer or may perform Association work at the request of the District or immediate supervisor. The immediate supervisor will grant permission as soon as possible, but in any event, within their shift, to leave their work for that purpose.

The privilege of Association Representatives, the Vice President, or the President leaving their work during working hours without loss of time or pay, is subject to the understanding that the time will be devoted to the proper handling of grievance and will not be abused; the Representatives, Vice President and President will perform their regularly assigned work at all times, except when it is necessary to leave their work to handle grievances. Any alleged abuse by either party will be a proper subject for a special conference.

**ARTICLE 8
SPECIAL CONFERENCES**

- A. Special Conferences for important matters will be arranged between the Local President and the Board upon the request of either party. Such meetings shall be between three (3) but not more than four (4) representatives of the Association and the Board. Requests for any such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in the special

conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 8:00 a.m. and 5:00 p.m. The members of the Association shall not lose any pay for time spent in such special conferences. This meeting may be attended by a representative of the Association and may be attended by legal counsel for the Employer.

- B. The Association representatives may meet at a place designated by the Board on the Board's property for not more than one-half (1/2) hour immediately preceding such a conference with the representatives of the Board, for which a written request has been made.

ARTICLE 9 GRIEVANCE PROCEDURE

- A. Definition:

A "Grievance" is a complaint by a member of the bargaining unit, or the Association, claiming a violation of this Agreement or a complaint involving its interpretations or application. The grievance shall not apply to any matter which is prescribed by Law, or State regulation. No management prerogative, as prescribed by law, shall be made the subject of a grievance. If a grievance arises, there shall be no stoppage of work because of such grievance.

- B. Procedure:

The number of days indicated at each step shall be considered as maximum and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual consent.

- C. The grievance procedure provided in this Agreement shall be the sole and exclusive means of presenting and resolving alleged grievances.
- D. An employee having a grievance shall present it within five (5) working days of its occurrence or knowledge of its occurrence in the following manner:

STEP ONE- Informal Conference

An employee with an alleged grievance, either accompanied by the Association Representative, or without, shall present all facts related to the alleged grievance to the representative(s) of the Board. Any settlement will not be inconsistent with the provisions of the collective bargaining agreement.

1. If the aggrieved employee is in the transportation department, the alleged grievance will be discussed with the Director of Transportation or designate.

2. If the aggrieved employee is in the food service department, the alleged grievance will be discussed with the Director of Food and Nutrition Services or designate.
3. If the aggrieved employee is in the custodial/maintenance department, the alleged grievance will be discussed with the Supervisor of Custodial Operations.

In the event the alleged grievance is not resolved by informal conference, the grievant and the appropriate Association Representative may reduce the grievance to writing, on forms provided by the Board, and present it to the appropriate Director/Supervisor (Custodial and Maintenance employees to the Director of Maintenance and Operations; Food & Nutrition Service Employees to the Director of Food and Nutrition Services; Transportation employees to the Director of Transportation) within five (5) working days. The appropriate Director/Supervisor, within five (5) working days after receipt of the written grievance, shall hold a hearing, or investigate the grievance or prescribe such other procedure as is deemed appropriate for consideration of the grievance. Within five (5) working days after receipt of the written grievance, the administrator shall render a written decision to the Association Representative, the grievant and the President.

STEP TWO:

If the grievance is not disposed of at Step One, the grievance, to be carried on, shall be submitted by the Association President within three (3) working days of the Step One Answer, to the Executive Director of Human Resources or designate. A meeting between no more than three (3) representatives of the Board and three (3) representatives of the Association, will be arranged to discuss the grievance, within three (3) working days after the date the grievance is received by the Executive Director of Human Resources to designate. Within three (3) working days after this meeting, a written decision shall be given to the Grievant, President and Executive Director.

STEP THREE:

If the grievance is not disposed of at Step Two, the grievance to be carried on shall be delivered in writing to the Board of Education, within three (3) working days after receipt of the answer in Step Two. Within fifteen (15) working days, the Board shall hold a hearing, or designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such other procedure as it deems appropriate for consideration of the grievance. Within three (3) working days after the hearing, the Board or its representative, as it may authorize, will render a decision on the grievance and present it in writing to the Grievant, President, Executive Director, the Executive Director of Human

Resources, the appropriate Director, the immediate supervisor and/or building principal.

STEP FOUR:

1. If the grievance is not settled at Step Three, the Association may, within thirty (30) working days after the date of the written decision at Step Three, submit it to the arbitration.
2. The arbitrator shall then be selected according to the rules of the American Arbitration Association.
3. The arbitrator so selected will hear the matter promptly and will issue his/her decision according to the rules of the American Arbitration Association. The arbitrator's decision will be in writing and will set forth his/her findings of facts, reasoning and conclusions in the issue submitted.
4. The power of the arbitrator stems from this Agreement and his/her function is to interpret and apply this agreement and to pass upon alleged violations thereof.
 - 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 establish salary structures or change any salary.
 - c. The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement, and to determine disputes involving the application or interpretation of the express provisions of this Agreement. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's rights and responsibilities, except to the extent that such rights and responsibilities may be expressly limited by the terms of this Agreement.
5. The decision of the arbitrator shall be final and binding on the Association, its members, the employee or employees involved and the Board.
6. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Code and Laws.
7. The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witnesses or participant in the arbitration shall be paid by the party calling such witnesses, or requesting such participant.

8. Any grievance occurring under the past contract and until the signing of this contract shall not be processed under this contract's Grievance Procedure.
- E. If the Board does not give a written answer to the grievance at any Step within the specified time limit, the grievance may be appealed to the next Step. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision and shall bar further appeal.
- F. Nothing contained herein shall preclude the grievant from being present during the hearings, upon request of either party.
- G. A grievance may be withdrawn, and, if so withdrawn, all financial liabilities shall be canceled. Where one or more grievances involve a similar issue, these grievances may be withdrawn pending the disposition of the appeal or a representative case.
- H. The Association representatives may meet at a place designated by the Board on the Board's property for not more than one (1) hour immediately preceding the arbitration hearing.
- I. All arbitration hearings shall be held in the school district unless mutually agreed otherwise.

ARTICLE 10 LAYOFF

- A. The word, "Layoff" means a reduction in the working force due to a decrease of work or a lack of funds.
- B. If a layoff becomes necessary:
 1. All temporary employees in the affected department shall be terminated.
 2. Probationary employees within the affected classifications in the department will be laid off before seniority employees.
 3. Seniority employees will be displaced from abolished jobs within the affected classification. Layoffs will follow the seniority list by department, as stated in Article 5, C.
 - a. If the displaced employee has greater seniority than another employee in the classification, he may bump to the position held by the employee with the least seniority in the classification.

- b. If the employee in the affected classification is displaced, and has satisfactorily held a position in a lower classification in the department, he/she may take the position of the employee with the least seniority in that classification.
 - c. If the employee has not previously held a lower classification position, he/she shall take the position of the lowest seniority person in the lowest classification in his/her department.
 - d. The lowest seniority employee who cannot place himself/herself shall be laid off.
- C. Employees who are notified of being displaced will be told of the positions and the locations in which they may place themselves and they must make their choices of bump before the end of their shift.
- D. Any employee who assumes a new job assignment, due to the layoff procedure, will also assume the salary rate for that position.
- E. In proper cases, exception may be made. Disposition of these cases will be a proper matter for a special conference, and if not resolved, it shall then be subject to the third step of the Grievance Procedure.
- F. Employees to be laid off for a period longer than then (10) working days shall have at least ten (10) working days written notice of layoff. The local Association President shall receive a list from the employer of the employees being laid off on the same date the notice is issued to the employees.
- G. For purposes of layoff and recall, departments are defined as:
 - 1. Custodial and Maintenance
 - 2. Transportation
 - 3. Food Services
- H. It is clearly understood that, if an employee is laid off for more than ten (10) working days, this terminates and suspends any obligation of the Board for salary and any fringe benefits with the following exceptions:
 - 1. All employees laid off will receive:
 - a. Their prorated earned vacation and sick days, up to the time of their layoff;
 - b. Their health and life insurance coverage for thirty days after layoff.
 - 2. Those employees on disability insurance at the time of notice of layoff shall continue on the disability insurance program.

3. The Association Secretary shall be furnished a list of laid-off employees and such list shall be updated when necessary.

ARTICLE 11 RECALL PROCEDURE

- A. When the Board determines to add back positions from which employees were laid off, seniority employees will be recalled in accordance with their department seniority for the classification, if they are qualified, in reverse order to layoff.
- B. The Board shall have no obligation to recall probationary employees on layoff.
- C. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail, with a copy to the Association Secretary. It is the employee's responsibility to keep Human Resources informed of any changes in his/her address.
- D. The employee shall notify Human Resources of his/her intention to return as soon as possible, but no later than seven (7) calendar days of receipt or recall notice. If the employee fails to report for work within fourteen (14) calendar days from date of mailing of the notice of recall, or fails to notify Human Resources of his/her intention to return in seven (7) calendar days, s/he shall be considered a voluntary "quit".
- E. It is the employee's responsibility to report to Human Resources to have his/her insurance reinstated and this must be done within thirty (30) days of recall.
- F. Any twelve-month transportation department employee who previously held a position in the maintenance-custodial department can use his/her seniority to bump back into that department if they are laid off from the transportation department to the lowest classification in that department.

ARTICLE 12 PROMOTION AND TRANSFER PROCEDURES

The Board, when it establishes or determines to fill a current job vacancy in those classifications covered by this Agreement, will be subject to the following conditions with the exception of bus driver positions, since these are covered under Appendix C.

- A. Bidding:
 1. The appropriate vacancies shall be posted in appropriate buildings within fifteen (15) business days for a period of five (5) working days. The Board will notify the Association for an additional five (5) days if needed. In certain cases, the Board and the Association may agree not to post less than eight-hour jobs.

2. Only employees in the department wherein the vacancy occurs may make application for the vacancy (exception: inter-department transfer, Section D).
3. The posting of the vacancy will include bargaining unit, classification, rate of pay, hours and days of the job, the building or buildings assigned. Postings will be emailed to the Association President through the district email account. Postings will state if they may include a 7-day work schedule at Administration's determination.
4. Seniority employees may apply for the open vacancy within the five (5) working days posting period by completing the form provided by the Board and filing it with the designated Board representative.
5. The Board shall post vacancies to the consortium both internally and externally for a minimum of five (5) business days.
6. Selection of employees by transfer shall be on the basis of seniority and satisfactory performance in present job. Selection of employees by promotion shall be on the basis of qualifications, satisfactory work performance and seniority. In considering work performance for promotion, the Board shall take into account only prior work performance within the past two years. If two (2) employees, one seeking transfer and one seeking promotion, are qualified for the vacancy, then seniority shall govern in this case.

Selection of employees wishing to transfer from other departments shall be made if no one in the department bids for the lowest classification. This inter-department transfer shall be made on the basis of qualifications, past work record with Waterford Schools, and seniority.
7. If no employee applies for vacancy, the Board may fill the position.
8. In no event shall any seniority employee who performs work in a regular schedule be replaced as a result of work being performed by any outside contractor, unless it is at comparable or lower cost. However, it is the intent of the Board to use bargaining unit employees whenever possible.

B. Transfer

1. A transfer is a lateral change within a pay classification in a department and there is not additional compensation; for example; a movement to another building, or to another job within the same classification.
2. An employee selected to fill the vacancy by transfer cannot refuse to move to the vacancy, and he/she cannot transfer for twelve (12) months after selection, unless the Board and the Association mutually agree to reduce the time limit.

3. An employee who is moved to a position with the board out-side the bargaining unit and is thereafter moved to a position within the unit, shall be returned with full rights if his/her former bargaining unit seniority has not been surpassed by the length of time he served in the non-bargaining unit Board position.
4. If and when operations, or divisions or fractions thereof, are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given opportunity to transfer on the basis of seniority, desire and classification.
5. Job assignment preference on the same shift within a building shall be granted on the basis of some classification and seniority, for vacancies and new positions in the building. Employees working in the building less than four (4) hours shall be exempt from the provision.

C. Promotions-Demotions

1. A promotion is an upward change in an open job classification within each department which results in additional rate compensation during the regular work day. Promotions are not meant to include the taking on of additional duties within the same job classification, or work involving over-time, shift differential or premium pay. Movement from one classification to another classification within the same pay grade shall be processed as a promotion. A voluntary demotion shall be processed under the same conditions as a promotion. A demotion is a downward change from one classification to a lower pay grade classification within the same department.
2. The employee promoted to the vacancy shall be granted up to eight (8) working weeks trial period to determine:
 - a. His/her desire to remain in the vacancy;
 - b. His/her ability to perform in the vacant position.
3. During the trial period, the employee shall have the opportunity to revert to his/her former classification. After this period, if the employee is unsatisfactory, notice and reasons shall be submitted to the Association and the employee in writing. The matter may then become a proper subject for the third step of the grievance procedure.
4. During the trial period, employees will receive the rate of the vacancy classification they are performing.

D. Inter-department Transfer (within MESPA III)

1. Seniority employees wishing to be considered for employment in another department within MESPA III shall apply via the Board's application process. The Board guarantees it will review all such applications for such positions.
 2. If the employee is selected for the position in another department, the following conditions are in effect:
 - a. The transferred employee may return or the Board may return the employee at any time during the employee's first sixty (60) work days on the job, to his/her former department and classification without prejudice, grievance and/or arbitration. This employee cannot change departments again.
 - b. After the sixty (60) work day period, the employee's seniority date shall be retroactive to his/her first work day in the new department.
 - c. During the trial period, the employee shall receive the same fringe benefits as were received in his/her former position. The hourly rate of pay shall be at the starting rate for the new position. After completion of this period, the employee shall maintain fringe benefits in accordance with his/her new department based on date of hire under the MESPA III agreement, except for eligibility under the Longevity section of this Agreement.
- E. The Board and Association agree to establish a joint committee to review in-service and training programs.

ARTICLE 13
SHIFT, HOURS AND OVERTIME, TWELVE MONTH EMPLOYEES

- A. When conditions necessitate a cutback of employees in one shift and the addition to another shift, the following procedure will be followed:
1. The necessary number of the least senior employees shall be removed from the building and shift that is being cut back.
 2. Employees in the buildings that will be affected by the shift change shall be notified in writing of the change being made five (5) days prior to the change.
 3. Any least senior employee so removed or affected by the move shall have the right to fill the vacancies of the shift being added to, first. Volunteers on a district-wide basis within the affected classification will be given the opportunity to move into the shift being added to, on a seniority basis. If no volunteers apply for the shift, then the employees so removed shall be

able to exercise seniority rights to remove a less senior employee in that classification within the District.

- B. Rest Periods: Employees shall be scheduled for and provided one (1) fifteen (15) minute relief period during the first four (4) hours of scheduled work and last four (4) hours of scheduled work.
- C. The normal daily work schedule for regular full-time twelve-month employees shall be eight (8) hours, excluding an unpaid lunch period. The normal work week shall be forty (40) hours, five (5) days at eight (8) hours each. Each employee shall have a regular starting and quitting time according to D, below.
- D. The first shift is any shift that regularly starts at or after 4:00 a.m., but before 11:00 a.m.; the second shift is any shift that regularly starts at or after 11:00 a.m., but before 7:00 p.m.; the third shift is any shift that regularly starts at or after 7:00 p.m.; but before 4:00 a.m.
- E. Employees working the second shift shall receive a premium of ten (10) cents per hour. Employees working the third shift shall receive a premium of fifteen (15) cents per hour. Premium pay shall not be for employees who work the first shift.
- F. The Board and the Association may agree to re-schedule the shift hours when school is in recess. No shift premium shall be paid during the summer shift change which shall begin the Monday after the school year ends and shall end the Monday before the school year begins.
- G. The starting and quitting (shift) times of employees may be altered based on the district needs to maintain grounds and facilities. Employees will be notified ten (10) working days period to the effective date of the change. The change will remain in effect a minimum of three (3) months. If a change is necessary after the three-month period, the employees will be notified ten (10) working days prior to the effective date of the change.
- H. Overtime: Any and all overtime must be approved by the appropriate supervisor and/or Director.
 - 1. Time and one-half:
 - a. An employee shall receive time and one-half (1 and 1/2) his/her hourly rate for scheduled hours of Saturday work.
 - b. Time and one-half shall be paid for Saturday, except on a seven-day operation, or where a shift starts on Friday and continues into Saturday; provided, however, all hours over eight (8) hours a day or forty (40) hours a week shall be paid at one and one-half (1 1/2) times on any such operation. Overtime shall not be pyramided.
 - 2. Double Time:

- a. An employee shall receive for hours worked on designated holidays set forth in this Agreement, two (2) times his/her regular hourly rate of pay.
- b. An employee shall receive two (2) times his/her hourly rate for scheduled hours of Sunday work except on a seven-day operation, or where a shift starts on Saturday and continues into Sunday. Provided all hours over eight (8) hours a day and forty (40) hours per week, shall be paid at two times the regular hourly rate, for Sunday only; provided, however, on a seven-day operation the seventh day of such schedule shall be construed as Sunday for overtime pay.

I. Call In:

When an employee is called in to work by his/her supervisor, outside of his/her scheduled hours, he/she shall be given two and one-half (2 ½) hours at his/her prevailing rate, not exceeding the rate of time and one-half pay.

- J. When the Board of Education closes school to all students because of inclement weather, twelve-month employees arriving after their normal starting time, before half of their work time is over, shall have the option to complete their normal straight time rate, or have the time deducted. Employees are expected to make every effort to arrive at their normal starting times. Employees who arrive after their shift is half over, may work their normal shift of eight hours at straight time and not be deducted for hours missed, if the employer agrees.

- K. Twelve-month employees shall receive an annual stipend of four hundred dollars (\$400.00) for each valid professional certificate (up to six [6]) held. This stipend shall be paid out over the number of pays in a year. Additional certificates earned during the school year shall be pro-rated for the remaining pays of the fiscal year.

1. Engineers - Eligible certificates and licenses include: Electrician (L), Plumber (L), Carpenter (L), Mechanical Contractor (L), Welder (L/C), Building alteration (L), and Locksmith (C)
2. Facility Maintenance, Head Facility Maintenance, Building Services, Operations Foreman, Carpenter - Eligible certificates and licenses include: Operator of Heavy equipment (C), Playground equipment inspector (C), Small engine specialist (C), Welder (L/C), Plumber (L), Electrician (L), Carpenter (L), and Locksmith (C)
3. Transportation Technicians - Eligible Michigan State Heavy Duty Truck certifications and/or ASE equivalent include: Engine Repair Gasoline, Engine Repair Diesel, Drive Train, Brakes and Braking Systems, Suspension and Steering Systems, and Electrical Systems.

ARTICLE 14
DISCHARGE AND SUSPENSION

- A. A suspended or discharged seniority employee will be allowed to discuss his/her suspension or discharge with the President, Vice President, or Executive Director. The Board will allow the discussion before the employee is required to leave the property of the Board. If the President, Vice President, or Executive Director is not available during the discharged employee's shift, the employee may meet with the President, Vice President, or Executive Director on Board property up to twenty-four hours after the end of his/her shift.

Nothing contained herein, however, shall prevent the Board from requiring the summary removal of the offending employee if it appears that the safety of any person, property, or the maintenance of order requires such summary removal. The President, Vice President, or Executive Director will not allow other employees to become involved in the discussion. Upon request of the Association, the Board's designated representative will discuss the suspension with the Association representative and the employee.

- B. Grievances protesting the discharge or suspension will commence at Step Two and must be filed within three (3) working days after the action was taken. Failure to abide by this time limit shall be construed as a waiver, by both the Association and the employee involved, of any protest of the action. If a seniority employee is notified that he/she will be suspended, the suspension will not take effect, if a timely grievance has been filed, until after the third (3) step of the grievance procedure, unless the Board deems it is necessary to immediately suspend for maintenance of order, safety of person(s) or property.
- C. Any award of back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source during the period of back pay.
- D. The Board has the right to discharge for just cause. No seniority bargaining unit member shall be disciplined without just cause.
- E. The Board agrees, when suspending or discharging an employee, to notify, in writing, the employee and the Association, including the Executive Director.
- F. In imposing discipline on a current charge, the Board will not take into account prior infractions which occurred more than two (2) years previously, nor impose discipline on an employee for inadvertent errors or mistakes on his/her employment application, after a period of one year from his/her date of seniority, except in cases of felony convictions.
- G. No written notice of any complaint directed toward an employee shall be placed in an employee's personnel file without the employee's written acknowledgement. Anonymous complaints may be discussed with the employee

prior to investigations. The employee may provide a written statement of the matter, to be attached to the notice in his/her personnel file.

ARTICLE 15 TEMPORARY ASSIGNMENTS

- A. The Parties mutually recognize that the Board's operation of a public-school district necessitates that certain positions be for less than a full twelve-month period each year and further, that during the summer months when school is not in session, a limited part of the total work force may consist of seasonal employees, and finally, in some full-time positions, it may become necessary to employ a substitute on a day-to-day basis. To distinguish these various positions, the following definitions are agreed upon:
1. Seasonal and Temporary Employees: All persons employed on an hourly basis for seasonal work, including summer catch-up work and for special non-recurring projects at any time and not entitled to receive any of the benefits under this Agreement. They shall be compensated on an hourly basis which shall be determined by the Employer. Special non-recurring projects shall include, but not be limited to disasters and situations of emergency, etc. This is an employee(s) who provides services when help is required and said job assignment or position is not of a permanent nature.
 2. Substitute Employee: A person who takes the place of an employee on a non-permanent, day-to-day basis, until the regularly assigned employee returns or is replaced.
 3. Permanent Full-time Employee: A "full-time" employee as described herein is defined as someone who works twelve (12) months per year for the employer at eight (8) hours per day, five days per week on a permanent basis.
 4. Permanent Part-time Employees: Part-time employees shall be defined to mean those who work eight (8) hours or less per day, but more than three hours per day, or fifteen (15) hours per week on a permanent basis.
 5. Student Employees: It is recognized that several cooperative work-education programs in the schools are a valuable and necessary experience to the educational welfare of our students and that the hiring of students in no way interferes or conflicts with the duties or privileges of employees. It is understood that the provisions of this Agreement entered into between the Parties do not apply to these temporary student employees.
- B. Temporary assignments for seniority permanent full-time custodial and maintenance employees shall be handled in the following manner:

1. Whenever the Board assigns the duties of a temporary vacancy in a building or trade for the maintenance/custodial employee who is absent due to vacation or illness, the Board will grant to the senior custodial/maintenance employee in the building or trade, the opportunity to fill the position temporarily, if he meets the requirements for such position. The Board will use substitutes in the entry level classifications due to temporary promotions or if no one fills the position on a temporary assignment.
 2. Any temporary assignment that may extend for a period longer than thirty (30) consecutive work days will be posted in accordance with the promotion procedure. The qualified employee receiving the position shall hold the position temporarily until the former employee returns or for twelve (12) months, whichever occurs first. After holding the position temporarily for twelve (12) months or if the former employee terminates employment within the twelve (12) months, the position becomes permanent without further posting.
 3. Employees working out of classification for more than four (4) hours in a work week shall receive the rate of the higher classification. If the employee was selected to fill a temporary assignment in accordance with B, 2, then the higher pay begins with the first hour worked.
 4. The position of Head Custodian on a temporary basis will be filled by the custodian currently located in the building with the most seniority.
 5. If the permanent employee returns to his/her position, then all temporarily promoted employees return to their original positions.
- C. If the Board hires temporary summer help, permanent part-time employees shall be considered for employment, provided they have signed the appropriate form within the time limit.
- D. Any permanent part-time Food Service vacancy that is a promotion in a secondary building will be filled by seniority Food Service Assistant in that building. Food Service employees will fill these vacancies on a rotation basis. Any temporary assignment which may extend for a period of sixty (60) days or more will be filled in accordance with the promotion procedure. If an employee works in a temporary assignment for twelve (12) or more months, and the position becomes permanent or the temporary position is extended, the employee assigned will be awarded the position. Substitutes will not be rotated. This does not apply to an absence of only one or two days.

Unassigned seniority employees will be assigned to long-term vacancies first. If no unassigned seniority employees are available, then substitutes will be used for absences up to sixty (60) days.

All seniority employees wishing to work on a day when their buildings are not serving lunches must advise the Director of Food Service. A calling list will be made up of those that wish to work, in seniority order. If a person refuses a call to work three (3) times, that name will be dropped from the calling list.

ARTICLE 16 LEAVES

A. Paid Sick Leave

1. Sick leave can be used for personal illness or family illness of an immediate family member, household member, or relative.
 - a. The “immediate family” is designated as mother, father, step-mother, step-father, father-in-law, mother-in-law, brother, sister step-brother, step-sister brother-in-law, sister-in-law, spouse, domestic partner, son, daughter, step-son, step-daughter son-in-law, daughter-in-law of the employee.
 - b. A “relative” is defined as any family relation not listed in a. above of the employee.

To receive paid sick leave time for a mental disorder or an emotional condition, the problem must be verified by a psychiatrist upon Board request, which may be confirmed by a Board-appointed physician.

2. To apply for sick leave, the following procedure shall be followed by the employee:
 - a. The employee is to present a doctor’s statement to the immediate supervisor indicating the first day of treatment, the reason for absence and the expected length of absence. If the supervisor approves of the employee’s absence, he shall sign the statement. If the employer questions the statement, the supervisor shall send the employee to the District’s physician. If the employee’s physician and the District’s physician disagree, the employee may request to go to the other District-approved physician. In this case, the third physician’s decision shall be binding upon the Board and the employee.
 - b. If the supervisor approves the employee’s absence, it is the employee’s responsibility to keep his/her immediate supervisor informed of any changes in his/her medical status while on sick leave.

- c. It is the employee's responsibility to keep his/her immediate supervisor informed of any changes in his/her medical status while on sick leave.
3. After the employee has been on sick leave of more than three (3) consecutive days, the employer shall have the right to require a written statement from a physician as to the nature of the illness and the employee's physical or mental condition and ability to perform his/her required duties before re-employment.
4. If an illness occurs on the day before or after a holiday, or vacation period, the employee must present a physician's statement to the Board upon his/her return. A physician's statement may also be required if an employee is absent for illness on two consecutive Mondays and/or Fridays.
5. Twelve-month active seniority employees shall be credited with six (6) accumulative sick leave days every July 1. Ten-month active seniority employees shall be credited with six (6) non-accumulative sick leave days every July 1, to be used only during their work year, for sickness, injury or approved personal absences.

New seniority employees hired before January 1 (for ten-month employees), and November 1 (for twelve-month employees) shall be credited with the six (6) days. Employees hired after January 1 (for ten-month employees and November 1 (for twelve-month employees) shall be credited with three (3) days.

Any unused accumulative sick leave days for twelve-month employees shall be rolled over from year to year. When an employee leaves the district or transfers to another MESPA III department, all earned/banked leave days shall be paid including the earned sick days and the prorated amount for the fiscal year they leave; or if he used more days than were earned, he must repay by a deduction from his/her pay or by direct payment to the Board. Any unused non-accumulative sick leave days for ten-month employees, will be paid out every year in the last paycheck in June at the current rate of pay.

6. Sick leave provided in this Agreement may be used consistent with and for any basis provided for in the Michigan Paid Medical leave Act (PMLA).
7. Approved absence leaves dates shall be cleared through the appropriate Director. The employee will, except in emergency, make his/her request for date of absence to the appropriate Director, at least two (2) days in advance of the requested absence. Approved absences shall not be granted in the first or last week of the school year, or within three (3) work days prior to or following a vacation and/or holiday period. No more than five (5) percent of the Food Service Department, the Maintenance

classification, the Custodial classification, the Bus Driver classification and the Garage personnel may be on approved absence leave at the same time. Applications shall be processed in the order received except for emergencies.

B. Education Leave of Absence for Veterans

Employees reinstated in accordance with Section H and applicable laws and regulations concerning military veterans, shall be granted a one-year leave of absence to attend school full-time, if requested. Such leave shall be extended for like cause. Seniority shall accumulate during such leave of absence.

C. Unpaid Leaves of Absence for Seniority Employees

1. Leaves of absence for reasonable periods not to exceed one (1) year shall be granted without pay and without loss of seniority upon application to the Executive Director of Human Resources and such leaves may be extended for:
 - a. Service in any elected position, public or Association.
 - b. An employee on an illness leave shall return to work when medically able.
 - c. The Board may grant leaves for other justifiable reasons upon request of an employee (see Maternity, Section F and E, 2).
 - d. The Director/Supervisor of Maintenance and Operations may grant to full time employees, during the student vacation period, up to two (2) weeks unpaid leave of absence, once sick and vacation leave banks are exhausted, providing such leave is requested at the time of the vacation period, and the operation of the department is not disrupted by the granting of such leave. Such leave requests will not be unreasonably denied.
2. Any employee who is granted an unpaid leave of absence and who becomes employed by another employer, shall be considered a “quit”, and shall lose all seniority rights except for one term of an elected political office and D, I, below.
3. The employee granted a leave shall give the Board ten (10) working days’ notice of intention to return, if at all possible, before his/her date of return and shall return to work within three (3) consecutive work days from the date his/her leave of absence expires, or he shall be considered a resignation.

4. Except in cases of emergency, failure to submit a written request for a leave of absence ten (10) days in advance, to the executive Director of Human resources, may result in denial of such leave.

D. Unpaid Leaves of Absence for Association Business

Members of the Association, elected or selected by the Association shall receive the following temporary leaves of absence without pay:

1. An Executive Board Member, time necessary to attend such meetings.
2. A staff position with the Association, not to exceed one calendar year.
3. A delegate to Regional, State and National Association meetings, time necessary to attend such meetings.
4. NEA Convention, not to exceed ten (10) working days.

To receive leave under numbers 2 and 4 above, the employee must submit a written notification of absence for such Association business as stated above, thirty (30) days in advance of the leave date. No more than one (1) employee may be on a year's leave of absence for Association business at the same time.

At the termination of any such leave, as set forth in this Section, the employee shall be re-employed with accumulated seniority.

E. Funeral Leave

1. An employee shall be allowed up to five (5) paid working days as may be required, as funeral leave days, not to be deducted from sick leave, for each death in the immediate family; for attending to funeral arrangements and/or attending the funeral. The "immediate family" is designated in A.1.a. above.
2. An employee shall be allowed up to three (3) paid working days as may be required as funeral leave days, not to be deducted from sick leave, for each death of a relative for attending to funeral arrangements, and/or attending the funeral. A "relative" is defined in A.1.b. above.
3. If requested, each employee will verify the necessity for each leave.

F. Maternity and Child Care Leave

1. An employee, under this Section of the Agreement, may choose Option One or Option Two.
 - a. Long Term Unpaid Leave (Option One)

1. A leave of absence without pay will be granted for up to one (1) year for the purpose of maternity and child care for seniority employees. The application for such leave, to be valid, shall be received by the Executive Director, Human Resources no later than sixty (60) calendar days prior to the effective date of such requested leave. The employee will state the specific date on which she wishes to terminate her work and begin the leave and the approximate date she wishes to return, and the date when the leave ends.
 2. The employee may continue her employment as long as she can continue her regularly assigned responsibilities. She shall provide, upon Board request, a physician's statement concerning whether her health permits her to continue her regularly assigned responsibilities.
 3. The employee on leave, according to the above conditions, who wishes to return to duty, shall file a written request with the Executive Director, Human Resources, at least thirty (30) calendar days prior to the date the leave ends. She will also furnish a statement from her physician stating that her health permits her to return and to assume the full responsibilities of the position. The employee shall be returned when a position for which she is qualified is available, but in any event, by semester time or start of the school year.
 4. If offered a position within her former classification, and that position is refused by the employee on leave, the leave shall be automatically terminated.
 5. If an employee does not comply with the above conditions, the right to such leave and/or the right to return, shall be forfeited by the employee, except when birth is premature, a miscarriage occurs, or the employee's physician decides the leave should begin earlier than requested.
- b. Medical Paid Leave (Option Two)
1. The employee, instead of taking a long-term unpaid leave, may choose a paid disability leave for pregnancy, by using sick leave in accordance with Section A of this Article, from the time the physician certifies that the employee is physically unable to perform her work duties, to the date the physician certifies she is able to perform her work duties. The employee must return to work at that time.

G. Jury Duty

An employee who is notified of the fact the he will be serving on Jury Duty shall follow these procedures:

1. Provide a copy of the original jury duty notice to his/her supervisor so that he will be approved to be off work on those dates;
2. On days that he/she serves on jury duty, he has the option of keeping the jury duty pay, and not receiving his/her regular pay, or turning his/her jury duty pay in to the Payroll Department and receiving his/her regular pay.
3. To be allowed to turn in his/her jury duty pay and receive his/her regular pay, he must also report for the remainder of his/her shift after jury duty is completed. If he/she does not report for the remainder of his/her shift following jury duty, that day, he/she will not be allowed to draw any district pay for the day.
4. He/she must keep his/her supervisor informed each day as to whether he/she will be reporting for work.

H. Military Leave

1. Reinstatement of Seniority Employees:

Any employee who enters into active service in the armed forces of the United States for up to one term of enlistment or draft, upon termination of military service under honor-able conditions, shall be offered reemployment in his/her previous position or a position of like seniority, status and pay, unless circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his/her seniority as may be available, which he/she is capable of doing, at the current rate of pay for such work, provided he/she reports for work within the ninety (90) days of the date of such discharge, or ninety (90) days after hospitalization, continuing after discharge for not more than two (2) years.

2. A probationary employee, who enters the armed forces and meets the forgoing requirements, must complete his/her probationary period. Upon completing it, he/she will have seniority equal to the time spent in the military service (for up to one term of enlistment or period of draft) plus the probationary period.
3. Except as hereinbefore provided, in this Article, the re-employment rights of veterans will be limited by applicable laws and regulations.
4. Employees who are in some branch of the armed forces, Reserves or the National Guard, may elect to take their vacations with pay for the time

spent on full time active duty. A maximum of two (2) weeks per year is the normal limit.

ARTICLE 17 HOLIDAY PROVISIONS

- A. Paid Holidays (effective July 1, 2021)
1. The paid holidays for all seniority employees of Food Service and Transportation Drivers and Aides are designated as:
 - a. Labor Day
 - b. Thanksgiving Day
 - c. Day after Thanksgiving
 - d. Christmas Eve
 - e. Christmas Day
 - f. New Year's Eve
 - g. New Year's Day
 - h. Martin Luther King Jr. Day
 - i. Good Friday
 - j. Memorial Day

 2. The paid holidays for all seniority employees of Maintenance/Custodial and Mechanics Holidays are designated as:
 - a. Thanksgiving Day
 - b. Day after Thanksgiving
 - c. Christmas Eve
 - d. Christmas Day
 - e. New Year's Eve
 - f. New Year's Day
 - g. Good Friday
 - h. Memorial Day
 - i. Two (2) additional Holidays, as assigned by the District. These days shall be scheduled on the Vacation Request Form and scheduled in May for the upcoming fiscal year. Human Resources shall notify the Association of the dates selected.

 3. The paid holidays for all twelve-month seniority employees (Mechanics, Senior Center Cook, and Maintenance/Custodial) shall receive Independence Day (July 4th) in addition to the days listed above.

 4. Employees who do not work on a holiday will be paid their current rate based on a regular hourly day for said holiday
- B. Should a designated holiday fall on Sunday, Monday shall be considered as the holiday. Should a designated holiday fall on a Saturday, Friday shall be

considered as the holiday; provided, however, that if school is in session, the Association and the Board shall mutually agree upon an alternate date.

- C. An employee shall not receive holiday pay if he is absent, without paid leave, the working day before or after the holiday. If an illness occurs on the day before or after a holiday, the employee must present a physician's statement to the Board upon his/her return.

ARTICLE 18 VACATION

A. Eligibility

- 1. Twelve-month employees will earn credit toward paid vacation in accordance with the following schedule:
 - a. One (1) working day for each month of service in the previous fiscal year, (maximum ten (10) days earned from July 1 through June 30), for all twelve-month employees with 0 through five (5) years of service.
 - b. One and one-half (1 ½) working days for each month of service in the previous fiscal year (maximum fifteen (15) days earned from July 1 through June 30) for all twelve-month employees with six (6) through ten (10) years of service.
 - c. Two (2) working days for each month of service in the previous fiscal year (maximum twenty (20) days earned from July 1 through June 30), for all twelve-month employees with eleven (11) or more years of service.
- 2. Food Service and Transportation Department employees working less than twelve months earn paid vacation in accordance with the following schedule and conditions.
 - a. Conditions
 - 1) Credit for earned vacation will be given only for those months in which an employee worked for the Board for the majority of the scheduled working days of that month. When an employee leaves the District or goes on long term disability, the earned vacation and sick days for the fiscal year in which they leave shall be paid on a prorated basis. The number of months worked times the number arrived at by dividing ten (10) into the number of allowed vacation and sick days.

- 2) There shall be no advance vacation days given before they are earned.
- 3) All earned vacation days shall be paid to employees during the student winter vacation period, spring vacation period and end of the student school year.

b. Vacation Periods

- 1) Five (5) working days per work year prorated for each month worked for employees with 0 through five (5) years of service.
- 2) Seven (7) days per work year prorated for each month worked for employees with six (6) through ten (10) years of service.
- 3) Nine (9) working days per work year prorated for each month worked for employees with eleven (11) and twelve (12) years of service.
- 4) Ten (10) working days per work year prorated for each month worked for employees with over twelve (12) years of service.

B. Vacation Period, Twelve-Month Employees

1. Vacations will be granted to twelve-month employees at such times between August 1 and the five (5) work days beyond the end of the student school year that are suitable considering both the wishes of employees and efficiency of the operation of the department concerned; provided that no more than ten (10%) percent of the maintenance classification and no more than ten (10%) percent of the custodial classification are on vacation at any one time between August 1 and the five (5) work days beyond the end of the student school year. Exceptions to the ten percent (10%) limit will be reviewed and approved by the immediate supervisor.
 - a. Requests for vacation forms shall be provided by the District annually. The employer shall have fourteen (14) days to respond to requests for vacation. All requests are to be received at least fourteen (14) days before the requested vacation period. Proper exceptions may be made by the Director/Supervisor.
 - b. With regard to an employee's original request for a particular vacation period, where conflict exists within a department, preference shall be given the employee with seniority. Seniority

shall be considered on any subsequent request changing the time of a vacation where a vacation slot becomes vacant.

2. A vacation may not be waived by an employee and extra pay received for work during that period. Exceptions may be made in cases of extended illness.
3. If an employee becomes ill before his/her scheduled vacation, his/her vacation will be re-scheduled. In the event his/her incapacity continues through the fiscal year, he will be awarded payment in lieu of his/her earned vacation.
4. Twelve-month employees may have a maximum of seven (7) days' vacation postponed from one fiscal year to the next fiscal year. The employee shall notify supervisor of such request. Any other vacation time will be forfeited unless completed in the fiscal year in which it is accumulated. In case of postponed vacation days, such days will be utilized before vacation days earned in the current year are utilized.
5. All employees who terminate their employment voluntarily or involuntarily shall receive all unused vacation for the previous fiscal year. All employees who leave voluntarily shall receive all unused earned vacation for the fiscal year in which they leave, provided they give the Board two (2) weeks' notice.
6. When an employee leaves the District or goes on long term disability, the earned vacation days for the fiscal year in which he/she leaves shall be paid on a prorated basis; (the number of months worked times the number arrived at by dividing twelve (12) into the number of allowed vacation sick days).

C. Vacation Pay Advance, Twelve-Month Employees

1. If an employee is laid off or retires, he/she will receive any unused vacation credit including that earned in the current fiscal year. A recalled employee, who received vacation credit at the time of layoff for the current calendar year, will have such credit deducted from his/her vacation the following year.
2. Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

**ARTICLE 19
INSURANCES**

- A. The Board will provide eligible permanent, employees, who elects Board insurance, with health and prescription drug coverage to the extent as negotiated

by the Board and the Association and within the guidelines and restrictions of 2011 Public Act 152. Employees hired as twelve-month employees, in MESPA III, shall be eligible for up to full-family coverage. Less than twelve-month employees hired after July 1, 2013, in a MESPA III position, will be provided with single person healthcare and prescription drug coverage. It is understood employees will have insurance premium co-payments as determined by current law and further determined by negotiations within the restraints of the law. The outcome of such negotiations shall not inhibit the District's ability to exercise its rights under current law.

Furthermore, the parties agree the District will be exercising its right to determine their status as an 80/20 or a hard cap limit District within the options permissible under the law as established by 2011 Public Act 152 as of January 1, 2014.

A joint association/district health care study committee will be established to investigate health care options and cost containments that could be agreed upon. The Board will determine the appropriate status as a single employee, married employee with spouse, or an employee with family.

It is expressly understood that "dual" coverage is not allowed for health insurance. An employee or their dependents covered under the Board's plan and dual-covered by another employer-sponsored health insurance plan shall reimburse the Board for the cost of their entire health coverage for the period of the dual coverage up to twelve (12) months when discovered. All new employees hired, will continue to be notified that double coverage of health care is prohibited. The Board has maintained a practice of not allowing double health insurance coverage. When the District has been notified that double coverage exists, they have taken steps to correct it.

- B. The Board will provide a term life insurance policy for the permanent full-time seniority employee in the amount of \$25,000 and for the part-time seniority employee in the amount of \$21,000 with provision for double indemnity in the event of accidental death. The insurance provides a thirty (30) day conversion right upon termination of employment. Any employee electing the right of conversion in order to keep his/her term life insurance in force must contact the insurance company within thirty days of his/her last day at work.
- C. The Board will cover employees with Workers Compensation Insurance. Any employee eligible for Workers Compensation within a maximum of fifteen (15) days previous to a holiday shall receive the difference between Workers Compensation and regular pay for the holiday. The Board will pay an employee's insurances as authorized by the Agreement, from the receipt of the first Workers Compensation payment up to a maximum of one (1) year thereafter, while the employee is receiving Workers Compensation benefits. If the employee wishes to continue the insurances for an additional one (1) year period, and he/she is still receiving Workers Compensation benefits, the Board will pay fifty percent (50%) of the cost.

- D. The Board shall provide eligible employees with Dental Insurance program Type I, Preventative 100%, Type II restorative, Participating Provider 80% non-par provider 50%, Type III Replacement Services 50%, Type IV Orthodontia Services 70%. Type I, II, III maximum annual benefit per covered member \$1,000, type IV is a maximum lifetime benefit of \$700.
- E. The Board shall provide employees and family with Vision Insurance.
- F. Salary deductions are authorized upon completion of the proper forms for Federal and State Income Tax, Social Security, Retirement, Blue Cross, Credit Union, United Fund, Fixed and Variable Tax-deferred annuities; if only one check is written to one depository.

Pay check schedule: Any ten-month employee will have the option to escrow with the district a percentage, determined by the employee, of his/her wage to be paid back to the employee when the employee requests it.

- G. General Insurance Provisions:
 - 1. All insurance benefits provided herein shall begin the first day of the month following the sixtieth (60th) calendar day after hire date when the employee has properly completed the necessary forms. Such insurance shall terminate when his/her employment is terminated, when he/she is on a leave of absence without pay. However, should an employee go into an unpaid status due to a personal health/medical leave, all benefits shall continue up to six (6) months. Upon the return to paid status, the employee shall be responsible for reimbursing the District for employee premium share payments missed while the employee was in an unpaid status. These premium shares shall not exceed the employee contributions under PA 152, for continued healthcare coverage. All eligible employees who elect health insurance will be enrolled in the most cost effective manner as determined by their appropriate status as a single employee, married employee with spouse, or an employee with family.
 - 2. During the months worked the following schedule shall apply for Board payment of Health Insurance, and the above Vision and Dental Insurance for permanent part-time, seniority employees. Health and prescription drug coverage to the extent as negotiated by the Board and the Association and within the guidelines and restrictions of 2011 Public Act 152. Employees hired after July 1, 2013, as a MESPA III position, will be provided with single person healthcare and prescription drug coverage up to the cap established by 2011 Public Act 152. The parties agree that dual coverage of health care insurance is prohibited. No one covered under a Board insurance plan will be dual covered. Anyone with double health coverage shall reimburse the Board for the cost of his/her entire health coverage, the length of the school year when discovered.

- a. For those employees working fifteen (15) to twenty-four (24) hours a week, the Board shall pay fifty-five percent (55%) of the cost of insurance (vision/dental/health). Effective July 1, 1995 new hires working 15 to 24 hours per week, the Board shall pay 25% of the cost of insurance. Effective July 1, 2013, new hires working 15 to 24 hours per week, the Board shall pay 25% of the cost of single person health/dental/vision insurance.
- b. For those employees working twenty-five (25) to twenty-nine (29) hours a week, the Board shall pay eighty percent (80%) of the cost of insurance (vision/dental/health). Effective July 1, 1995 new hires working 25 to 29 hours per week the Board shall pay 50% of the cost of insurance. Effective July 1, 2013, new hires working 25 to 29 hours per week, the Board shall pay 50% of the cost of single person health/dental/vision insurance.
- c. For those employees hired prior to July 1, 2004 working thirty (30) or more hours a week, the Board shall pay one hundred percent (100%) of the cost of insurance (vision/dental/health). Effective July 1, 2004, eligible permanent part time employees working thirty (30) or more hours per week not enrolled in Board provided health insurance during 03-04 and new hires working thirty (30) or more hours a week electing Board insurance, the Board shall pay the cost of insurance (vision/dental/health). Effective July 1, 2013, new hires working 30 or more hours per week, the Board shall pay the cost of single person health/dental/vision insurance up to the cap established by 2011 Public Act 152.

The hours per week shall be computed on November 1 and March 1.

3. Notwithstanding the provisions of this Section, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other benefits.
4. The Board, by payment of the premium payments required to provide the coverages set forth, shall be relieved from all liability with respect to the benefits provided by the insurance coverages as above described. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board of Education or the Union, nor shall such failure be considered a breach of any obligation by either of them.
5. Disputes between beneficiaries of employees and any insurance company shall not be subject to their Grievance Procedure established herein.

I. Long Term Disability

The Board shall provide a long-term disability insurance policy for seniority employees, the terms of which policy shall prevail; said policy to provide monthly income protection in the amount of fifty percent (50%) of the employee's regular annualized wages during his work year. This benefit shall begin six (6) months after the date of illness or injury and will be based upon the salary rate at the time of illness or injury. The benefit shall extend until age 65, death, or the employee is declared able to return to work, whichever occurs first. Any benefits provided by the Board, the State of Michigan, or the Federal government, shall be deductible from this insurance compensation. The Board, by payment of the insurance premiums required, shall be relieved from all liability with respect to the benefits and coverage provided. Disputes between employees and the insurance company are not subject to the grievance procedure established in this Agreement.

ARTICLE 20 SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the employer and the local Association. They shall be approved or rejected within a period of up to thirty (30) days following the date they are tentatively agreed to.

ARTICLE 21 ASSOCIATION BULLETIN BOARDS

The employer will provide bulletin board space in each building which may be used by the Association for posting notices of the following types:

1. Notices of Association recreational and social events.
2. Notices of Association elections.
3. Notices of results of Association elections.
4. Notices of Association meetings.

The bulletin boards shall not be used by the Association for the dissemination of propaganda and among other things, shall not be used for posting or distributing pamphlets dealing with political matters.

ARTICLE 22 RATES FOR NEW JOBS

When a new job is created in a unit and cannot be properly placed in an existing classification, the Board will notify the Association prior to establishing a classification

and rate structure. In the event the Association does not agree that the description and rate are proper, it shall become a subject for the grievance procedure at Step Three.

**ARTICLE 23
NO STRIKE**

- A. The Association officers or staff will not cause or authorize or encourage its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, or slow-down, in any plant or property of the District; or any curtailment of work or restriction of production or interference with the operations of the district during the term of this Agreement.
- B. In the event of a work stoppage, or other curtailment, the Association officers shall, as soon as possible (in any event within the four (4) hours) notify the involved employees to immediately cease the offending conduct and that they are in violation of the contract.
- C. The Board shall have the right to discipline up to and including discharge, any employee who participates in, or gives leadership to, any activity prohibited by this Section.

**ARTICLE 24
SAVINGS CLAUSE**

If any Article or Section of this Agreement, or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with, or enforcement of, has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Association and/or the Board of Education for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

**ARTICLE 25
PROMOTION OF PRODUCTIVITY AND EFFICIENCY**

The Association recognizes the responsibilities imposed upon it as exclusive bargaining agent of the employees of the bargaining unit, and realizes that, in order to provide maximum job opportunities for continuing employment, good working conditions and adequate wages, the employer must, within the existing framework of the statutes of the State of Michigan, maintain the Waterford School District within the County of Oakland

as efficiently and at the lowest possible cost consistent with fair labor standards. The Association undertakes that the employees within the bargaining unit will individually and collectively perform loyal and efficient work.

ARTICLE 26
BOARD RIGHTS AND RESPONSIBILITIES

- A. Except as modified by the terms of this Agreement, the Board retains all rights and powers to manage the Waterford School District, and to direct its employees. The Association recognizes these management rights and responsibilities as conferred by the laws and Constitution of the State of Michigan, and inherent in responsibilities to manage a Public School System, including the right:
1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees during employee working hours;
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continuing employment, or their dismissal or demotion, and to promote and transfer all such employees;
 3. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board's; the adoption of policies, rules, regulations, 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 this Agreement and then only to the extent such terms hereof are in conformance with the laws and Constitution of the State of Michigan and the laws and Constitution of the United States.
- B. The Board has the right to evaluate the work of its employees.

ARTICLE 27
MISCELLANEOUS

- A. The purpose of the installation of cameras/monitors is to increase the safety and security in that building. The Association, upon request, is entitled to information detailing where cameras/monitors are located in each building. It is specifically understood that surveillance equipment (i.e. cameras) cannot be used for purposes of staff evaluation or monitoring. It is understood that situations may arise warranting review of video. If any incident of illegal activity of staff is observed on the video, the Association will be immediately notified and will be given the opportunity to review the tape(s) within three (3) days of receipt of the notice.

- B. Employees given authorization to use their personal vehicle to carry out district work shall be reimbursed at the current IRS rate.
- C. Professional Development/Training: The Board shall provide necessary training for efficiency on the job. Employees shall be compensated at their regularly hourly rate for training. All employees shall be guaranteed at least one (1) day, not to exceed two (2) days per school year. Date(s) for training shall be established by the Board.
- D. Per Board vote, in 2015 and per the subsequent 2018 MOU, specific positions, which were originally privatized through attrition, have returned to the MESPA III bargaining unit. As such, the parties agree to organize the MESPA III Maintenance and Custodial Department positions into the following groups.
 - 1. Group I - shall remain MESPA III positions unless a position is vacated and not filled by an internal candidate. Then, the position may move to a third-party provider.
 - Night Custodian
 - Head Custodian
 - Custodial Engineer
 - 2. Group II - shall remain MESPA III positions regardless of when the position is vacated and/or if the position is filled by an internal candidate
 - Facilities Maintenance Engineer
 - Facilities Maintenance – Head
 - Operations Foreman
 - Building Services
 - Carpenter
- E. In the event step movement is negotiated in the settlement agreement, all step eligible employees shall move step(s) on July 1st of every year and not on the anniversary date of hire.
- F. Absenteeism Procedure for ten- and twelve-month employees
 - 1. This absenteeism procedure will not count excused absences with written verifiable-physician documentation as granted in the time approved by the Board for those leaves as found in Article 16.
 - 2. a. When the 10 or 12-month employee has seven (7) absences he/she will receive a written warning.

- b. When the 10 or 12-month employee has nine (9) absences he/she will receive a written reprimand.
 - c. When the 10 or 12-month employee has eleven (11) absences he/she will receive one (1) day off unpaid.
 - c. When the 10 or 12-month employee has thirteen (13) absences he/she will receive three (3) days off unpaid.
- 3. All days taken, not covered by the contract, will be considered unexcused absences.
 - 4. Absentee records will be maintained electronically in the District's absence management system.
 - 5. Absentee records will be maintained electronically in the District's absence management system. It is the responsibility of the employee to notify the supervisor/dispatch office with a phone call at a minimum of one (1) hour prior to the start of their shift. The employee must also enter all absences in the absence management system prior to the start of their shift.
 - 6. All letters, reprimands and procedures are valid and can be used in accordance with the contract.

ARTICLE 28
DURATION OF AGREEMENT

This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices between the Board and the Association and its local Waterford affiliate, and constitutes the entire agreement between the parties. It shall become effective July 15, 2022 and shall continue in effect until 11:59 p.m., June 30, 2025, and from year to year thereafter, unless either party hereto shall give the other party at least sixty (60) days written notice, by registered mail, before the end of the term of this Agreement, or before the end of any annual period thereafter, of its desire to terminate.

MESPA III
MICHIGAN EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION III

By: _____
President

By: _____
Secretary

WATERFORD SCHOOL DISTRICT
BOARD OF EDUCATION

By: _____
President

By: _____
Secretary

MESPA III
APPENDIX A
Wage Scale and Longevity

A. Wage Scale

	2022-2023	2023-2024
A. Maintenance and Custodial Department		
GROUP I		
1. Night Custodian	\$17.27	\$17.44
2. Night Custodian	\$17.37	\$17.54
3. Night Custodian	\$17.43	\$17.60
4. Head Custodian	\$19.29	\$19.48
5. Custodial Engineer	\$18.23	\$18.41
GROUP II		
1. Facilities Maintenance	\$19.20	\$19.39
2. Engineer	\$19.20	\$19.39
3. Facilities Maintenance – Head	\$21.88	\$22.10
4. Operations Foreman	\$23.10	\$23.33
5. Building Services	\$18.23	\$18.41
6. Carpenter*	\$29.73	\$30.03
*Carpenter pay is based on qualifications and experience: \$22.54 - \$34.68		
B. Transportation Department		
1. Head Technician*	\$23.44	\$23.44
2. Technician*	\$22.42	\$22.42
3. Technician Assistant	\$21.66	\$21.66
4. Driver		
Year 1	\$19.00	\$19.00
Year 2	\$19.70	\$19.70
Year 3	\$20.40	\$20.40
Year 4	\$21.10	\$21.10
5. Transportation Aides		
Step 1	\$13.00	\$13.00
Step 2	\$13.60	\$13.60
Step 3	\$14.20	\$14.20
Step 4	\$14.80	\$14.80
Step 5	\$15.40	\$15.40
*Transportation Technician pay is based on qualifications and experience: \$22.00-\$36.00		

C. Food Service Department		
	2022-2023	2023-2024
1. Cook Manager/ Nutrition Coordinator	\$18.00	\$18.00
2. Assist. Cooks and Bakers	\$15.68	\$15.68
3. Food Service Asst./Floaters	\$15.00	\$15.00
4. Senior Center Cook	\$16.97	\$16.97
5. Food Service Trainer	\$16.71	\$16.71
6. Food Service Driver	\$21.84	\$22.06

B. Longevity

1. Shall be paid no later than in the last paycheck in June and will be based on a total year of continuous service with the Waterford School District. A year of service shall be defined as follows: those individuals hired on or before January 15th shall be credited with a full year of service for purposes of determining longevity.
2. The longevity amounts are as follows:
 - i. 10 – 14 years \$300.00
 - ii. 15-20 years \$450.00
 - iii. 21 + years \$650.00

For 2022-2023:

1. Any step eligible MESPA III employees shall advance one (1) step July 2022 on the proposed 2022-2024 salary schedule
2. Reflects increases to each department as follows:
 - a. Transportation:
 - i. Technicians - \$1.00 increase
 - ii. Technician Assistant - \$21.66 (\$0.75 increase)
 - iii. Drivers - start at \$19 with .70 steps advancing to \$21.10
 - iv. Aides – Start at \$13.00 with .60 steps advancing to \$15.40
 - b. Maintenance and Custodial:
 - i. 2.5% on schedule increase for all
 - ii. Off-schedule payment of \$500.00 to be paid over two paychecks in December 2022 and May 2023
 - c. Food Service:
 - i. \$1.55 increase to 5 of 6 positions
3. If an agreement is reached after July 1, 2022, raises will commence after ratification of both parties and will be effective as of the date the tentative agreement is signed by both parties.

For 2023-2024:

1. Any step eligible MESPA III employees shall advance one (1) step July 2023 on the proposed 2022-2024 salary schedule
2. Off-schedule payments to each department as follows:
 - a. Transportation - \$850.00 to be paid over two paychecks in December 2023 and May 2024.
 - b. Maintenance and Custodial
 - i. 1% on schedule increase
 - ii. \$1,000.00 to be paid over two paychecks in December 2023, and May 2024.
 - c. Food Service
 - i. \$450.00 to be paid over two paychecks in December 2023 and May 2024.
 - ii. 1% on schedule increase for Food Service Truck Driver

For 2024-2025:

Wage re-opener for 2024-2025

APPENDIX B
CUSTODIAL AND MAINTENANCE DEPARTMENT GENERAL PROVISIONS

- A. All employees are expected to be at their regularly assigned work stations at their scheduled starting time.
- B. Payment for In-Service Training: Custodian and Maintenance employees with 100 or more classroom hours of instruction as certified by the administration (maximum of 15 hours of credit for the Michigan State University summer program) are allowed \$5.00 per month payable at Christmas and at the end of the fiscal year in lump sum payments.

Employees with 200 or more hours (maximum of 15 hours for the Michigan State Conference) are allowed \$10.00 per month, payable in the same way. Tuition for such credits is paid by the employee himself/herself. Training compensation at Christmas must have been earned before the previous July 1; compensation paid at the end of the year is based on credits earned before the preceding December 31. Custodian-engineers and engineers who have earned a low-pressure boiler operator's license will receive an additional \$5.00 per month for the October-April period.

- C. Payment for Loss of Tools: If a skilled tradesman exercises reasonable and prudent care of his/her personal tools, the school district will assume responsibility for replacing those which become lost, stolen, or broken with those of equal quality, if he had prior Board approval to use them.
- D. Equalization of Overtime:
 - 1. Overtime shall be equalized as nearly as possible on the basis of hours, among the employees assigned to a specific building or trade. Whenever an employee refuses to work, or is unavailable to work overtime, he shall be counted the same as if he/she had worked it. When employees are needed for overtime work the following procedures shall apply:
 - a. Employees in that building shall be offered first;
 - b. Employees who sign up for overtime outside of their regularly assigned building who are qualified and/or trained for perform the work.
 - 2. The Board will equalize the overtime outside the building for any employee certified for or who has been properly trained to perform the work required. Whenever an employee refuses to work, or is unavailable to work over-time outside the building, he/she shall be counted with the overtime the same as if he had worked it.
 - 3. Employees will indicate their desire to work overtime outside of their regularly assigned building upon notification from the Director/Supervisor. Employees shall have the ability to sign up for

overtime outside of their regularly assigned building two (2) times per year; once in the month of August and once in the month of January. If a new employee is hired outside of the times listed above, the employee shall be given the opportunity to sign up after the completion of the probationary period. Employees placed on the list for the first time shall be assigned the average hours of all employees on the list at that time. This procedure is intended to equalize hour of overtime for all employees on the list.

4. The Board agrees that the President of the local Association may examine the records on overtime outside of the buildings upon reasonable notice.
 5. When a new employee is assigned to a building, he/she will be charged with the average amount of overtime hours that the other employees assigned to the building have at that time.
 6. Custodial substitutes will only be used to fill in for absenteeism.
 7. Probationary employees shall not be used for overtime unless seniority employees in the building or trade are not available. After probationary employees have been asked, then the Board shall follow other provisions of this Section.
 8. The equalization of overtime shall be carried over from year to year. On July 1 of each year, the Board will subtract the overtime hours of the lowest man on the list from the overtime of the other employees.
 9. Any future fees for fingerprinting current employees will be the responsibility of the employee.
- E. After two (2) consecutive “Act of God” days, second and third shift custodians will be unpaid and do not report back to work until recalled, except at the discretion/direction of the District with a minimum three (3) hour notification pending evening activities.
- F. Uniforms
1. The Board will provide uniforms on a rental basis for employees in the positions of Facilities maintenance, head facilities maintenance, and carpenter.
 2. The Board shall provide all other Maintenance, Operations and Custodial employees, five (5) long-sleeved and five (5) short-sleeved WSD logo work shirts per year. These shirts will be required to be worn during work hours. If shirts are damaged at work, up to five (5) will be replaced at district cost per year. In the event an employee requires additional shirts, shirts shall be made available for employees to purchase at cost.

APPENDIX C
GENERAL PROVISIONS-TRANSPORTATION DRIVERS

- A. An additional eighty cents (80 cents) per hour shall be paid for runs which take place on a Saturday. If, however, such Saturday work exceeds forty (40) hours worked for such week, then all hours in excess of forty (40) shall be paid at the overtime rate.
- B. Whenever an individual school closes for an in-service education day for teachers and this results in a loss of a driver's normal working hours, such hours shall be paid for that day.
- C. Drivers shall be paid for layover time in early dismissal when the time is not over one hour.
- D. Seniority employees in the Transportation department shall be provided with a work year consisting of 190 days. This provision, however, is not to be construed as a guarantee of 190 days' pay. It is merely to set forth the scheduled work year and employees shall be required to work in order to receive pay.
- E. At the close of each school year, each bus driver shall notify the Transportation Supervisor, in writing, of his/her intention to return or not return to work after the student summer recess. Bus drivers shall be required to have on file proof of satisfactory completion of all CDL credentials to be eligible to participate in the run picking process of each year. If a bus driver does not have all CDL credentials on file by the picking of runs, he/she will automatically be given the time of the lowest runs. If a bus driver is unable to meet the deadline, due to a verifiable medical condition, the driver must call the Transportation Supervisor. The employer shall cover all costs associated with yearly physicals and licensure renewals for all seniority drivers.
- F. Drivers will be allowed three (3) hours per week for checking and cleaning their buses. If the driver is assigned another regular bus, he/she will be allowed an additional forty (40) minutes per week.
- G. Additional regular daily runs, not runs due to absences, shall be assigned on the basis of seniority whenever practical.
- H. Picking
 - 1. Bus Drivers will select runs during the month of August by seniority and shall begin their runs on the first day of school.
 - 2. The Association shall see all runs (poly-plot and coords) at least three (3) days prior to the August pick. Poly-plot and coords shall be made available for all drivers to review at least two (2) days prior to the pick.

3. After the August pick of runs, if a run becomes vacant, or if time has been added to the run involving an addition of twenty (20) minutes or more, the run shall be posted for three (3) working days. The Association shall be provided with any addition to run times after the August pick. The run shall be assigned to the seniority driver gaining time and bidding for the run. No drivers shall change runs until all the postings and selection of runs due to the first posting have been completed. If the time is added to the seniority driver's run, the run shall not be posted.
 4. The Association Representative shall be present during the August pick.
 5. In the event a driver is unable to physically be present for picking, it is the drivers' responsibility to notify management via phone or email. Drivers will be given the opportunity to pick a run or the driver can give their selection of run(s) to their Association representative. If the driver does not contact management or their Association Representative, the driver shall be assigned the next highest available run.
 6. Drivers shall be limited to five (5) minutes for their pick selection.
 7. During August pick, drivers shall also choose their parking spot. No driver shall change parking spots until all the selection of parking spots have been completed.
- I. Meetings: If a driver is required to attend a meeting of all drivers called by the Board, he/she will be compensated at the regular hourly rate. A driver shall be paid for the time spent in a meeting to discuss bus discipline problems when approved by the principal and when such time exceeds that for which he/she is compensated as part of his/her regular duties.
- J. Computation of hourly rate: Wage rates are computed by the tenth of each hour. Whenever work involves a portion of a tenth of an hour, that tenth will be paid.
- K.
1. The first three (3) snow days, weather related or "acts of God", for each calendar year shall be unpaid for 10-month transportation employees.
 2. Student instruction days not worked by part-time employees, due to weather or "Acts of God", that the District would have to make up to meet the State minimum requirements for pupil instruction as required by MCLA 338.1701 (3) and (4), of the State School Aid Act, as amended by P.A. 239 or 1984, will not be paid if employees were not required to report to work.
- L. Special Runs, Record of Hours:
1. Special runs, not part of the normally scheduled runs, will be equalized from a list of drivers who indicate at the start of each semester their desire to take such runs. Runs shall be assigned initially on seniority basis and

thereafter, on a rotation basis to those employees with the least hours first. If a new employee is hired outside of the times listed above, the employee shall be given the opportunity to sign up after the completion of the probationary period.

2. Beginning with the first day of school, all special run hours for all drivers will be returned to "O". Seniority drivers placed on the list for the first time shall be assigned the average hours of all drivers on the list at that time. This procedure is intended to equalize hours of special runs for all seniority drivers on the list. The Board shall post hours monthly.
3. At no time will a special run be assigned to a driver where it would interfere with his/her normally scheduled run.
4. Any driver who refuses an assigned special run will be charged with the hours and removed from the list, if s/he refuses three (3) times per semester. In the event the assigned run is turned in 24 hours' notice or less than when it is scheduled to start, the Board shall have the right to assign the run, however it can, keeping in mind the rotation of hours.

Once a special run has been assigned and accepted, the driver shall complete the run, unless he is excused by the supervisor or is on an excused absence, providing at least 24 hours' notice has been given to the driver taking the special run.

- M. Minimum time: Whenever a bus driver is called to report for work on a special run, other than an extension of a regular run, or other assignments, and does not perform special run/assignment due to cancellation; two (2) hours minimum time shall be paid. During this minimum time, the employee will be expected to work as necessary. When a driver reports for a special run, that is an extension of a regular run, and the run is canceled, the driver shall receive a minimum of thirty (30) minutes pay and up to a maximum of two (2) hours pay for the time of the canceled run.
- N. After completion of the probationary period, the employee will be entered on the seniority list, retroactive to the first day worked as a regular driver.
- O. The Board will pay time and one-half for hours worked over eight (8) hours per day or forty hours (40) per week, when approved by the immediate supervisor, except for an overnight run. The Board will pay drivers double their regular hourly wage for hours worked on Sundays and holidays, as approved by their immediate supervisor. The Board will not pay twice for the same hours, unless ordered through the grievance procedure.
- P. Drivers attending the State required classes (Bus Drivers School) shall be paid their regular rate of pay for the hours in attendance.

- Q. If the Board determines to use drivers for work not regularly scheduled during the summer vacation period, it will offer it to seniority drivers on a rotation basis.
- R. Bus Driver Trainers will be selected on the basis of qualifications as determined by the Board. If all other qualifications are equal between applicants, assignments shall be made in order of seniority. Qualifications will be a good driving record, no points, knowledge of and ability to demonstrate proper use of equipment, knowledge of safety rules and satisfactory work record. Drivers interested in training assignments may apply to postings as positions become available. Selection of trainers will be determined by administration.
- S. Drivers shall express interest in regularly scheduled summer work by a date certain, to be determined by the Board. Runs shall be selected on the basis of seniority. When the Association representative is a driver, he/she shall select the last available run unless he/she has seniority higher than any of those selecting runs.
- T. When a driver goes on a sick leave of a month or more, as verified by a physician's statement and the run has a mid-day run, this time will be added to a seniority driver, if possible, under a rotation basis, who is next in line for the above. The time cannot exceed eight (8) hours in a day.
- U. Reference Appendix B for the twelve-month employees in the Transportation Department. There shall be two seniority lists for employees in the Transportation department, one for 12-month employees and one for 10-month employees.
- V. All fees for fingerprinting for new employees will be the responsibility of the employee.
- W. Carrying and Administration of Medication
- All medications carried and/or administered by a driver must be documented through a student's plan of care.
- A flat, stipend of ten dollars (\$10.00) per month shall be paid to a driver responsible for supervising and carrying student medications. Stipends shall be paid in the last check of June.
- X. If management is made aware of a problem/situation has arisen after the August picking that would necessitate reassigning portions of a drivers' assignment, the following steps will be taken:
1. The supervisor, within one (1) week of his/her knowledge of the problem will call the Association with the problem/situation.
 2. The Association and management will meet to mutually agree on a

solution which will be final and non-grievable.

3. Solutions shall be considered in the following order:
 - a. Moving the driver to a vacant run or swapping out part of the driver's run with a vacant run. If the new run/portion of run results in lost time, the driver shall be held harmless and shall be paid for the time picked in August. If the change increases the driver's time, the driver shall be paid for the new time assigned.
 - b. In the event there is no vacant run, portions of the run may be swapped out with another driver's run upon agreement of both drivers. If the swap results in lost time, both drivers involved shall be held harmless and shall be paid for the time picked in August. If the change increases either driver's time, the driver(s) shall be paid for the new time assigned.
 - c. In the event drivers do not agree to the swap, the Association and management will determine a viable solution.

Y. Uniforms

1. The Board shall provide Technicians and Technician Assistants six (6) short-sleeved WSD logo work shirts and six (6) pants per year. Uniforms will be required to be worn during work hours. In the event an employee requires additional shirts, shirts shall be made available for employees to purchase at cost. If pants and/or shirts are damaged at work, they will be replaced at district cost.
2. The Board shall provide all other transportation employees a jacket. In the event an employee requires a new jacket due to wear and tear, the Board will provide it. Additional jackets shall be made available for employees to purchase at cost.

Z. Bus Safety & Accident Prevention Program

1. Each driver not involved in a preventable accident will earn one (1) additional paid vacation day for each year of accident free driving, up to three (3) additional days. The driver will continue to receive the three (3) extra vacation days each year unless involved in a preventable accident. Drivers must work a minimum of five-hundred and forty (540) hours to be eligible. This clause shall not apply to relief drivers.
2. If an accident was determined by Administration to be a "preventable" accident, the employee will lose earned safe driving vacation days according to the following degrees:

Level One	Loss of one safe driving vacation day
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Level Two Loss of two safe driving days

Level Three Loss of three safe driving days

Below are examples, but not an exhaustive list, of accidents in each level:

Level One Accident:

- Mailboxes
- Fences
- Broken mirror or lens on bus
- Scratches from tree branches etc.
- Contact with another vehicle with little or no damage to any vehicle without incurring a citation
- No injuries

Level Two Accident:

- Injuries did not require treatment away from the scene
- Significant vehicle and/or property damage
- Bus went off roadway or is towed away from scene (may be an exception to bad weather situations)
- Contact between two occupied moving vehicles

Level Three Accident:

- Meets one or more of the criteria in Level Two in addition to any of the following
- Injuries requiring treatment away from the scene
- Citation

3. Many factors will be taken into consideration when determining whether or not the accident was preventable. Some factors for consideration include: road conditions, traffic conditions, extent of damage, seriousness of accident, witnesses, statement from the driver, location of the bus, passengers on the bus, and extenuating circumstances.
4. These guidelines do not supersede any disciplinary action that may be issued by administration.
5. The above recommendations for loss of safe driving days are based on cumulative levels each year and not subject to the grievance procedures. If the driver has an accident free year, one (1) additional paid vacation day will be restored. At the end of three (3) years, if the driver has been accident free, the accident level will be dropped and earned paid vacation day(s) will be restored.

6. The implementation of the Bus Safety & Accident Prevention Program shall commence in the 2022-2023 school year. However, all drivers employed in the 2021-2022 school year shall begin the 2022-2023 school year with the ending 2021-2022 balance.

AA. Payment for Loss of Tools

If the Head Vehicle Technician or a Vehicle Technician exercises reasonable and prudent care of his/her personal tools, the school district will assume responsibility for replacing those which become lost, stolen, or broken with those of equal quality, if s/he had prior Board approval to use them, up to one thousand five hundred dollars (\$1,500.00) per year per technician, with the approval by the Supervisor. This is contingent upon providing the Supervisor with an updated tool inventory list upon request.

APPENDIX D
GENERAL PROVISIONS FOOD SERVICES DEPARTMENT

- A. When Food Services Department employees are called for evening, weekend, or holiday work, a premium of an additional two dollars (\$2.00) per hour will be paid for such work until forty (40) hours is reached, then time and one-half shall be paid.
- B. The seniority employees in the Food Services Department shall normally be provided with a work year consisting of 185 days. This provision, however, is not to be construed as a guarantee of 185-day work year, and employees shall be required to work in order to receive pay.
- C. Student Workers: A maximum of two (2) student workers will be assigned in a kitchen at any one time during the day and a maximum of six hours daily student employment at any one kitchen is permitted.

If the Food Services scheduled hours are reduced in a kitchen, the student workers in that kitchen will be reduced in a like amount of time. If any kitchen in the Food Services Department is eliminated, students shall not be permitted to work in any kitchen. Exceptions to this would be if seniority employees refuse the open position, a student would be working. This doesn't apply to special education students earning their lunches.

- D. Note of Intent to Return: At the close of each school year, a Food Services employee wishing not to return the following year will notify her supervisor in writing. All returning employees will be advised at least five days before the date they are expected to return.
- E. Meetings: If a Food Services employee is required to attend an in-service training meeting called by the Board, she will be compensated at the regular hourly rate.
- F. Computation of Hourly Rate: Wage rates are computed by the tenth of each hour. Whenever work involves a portion of a tenth of an hour, that tenth will be paid.
- G. Minimum Call-In Time: Whenever a Food Services employee is called in to work, a minimum of two and one-half (2 ½) hours shall be paid.
- H. Lunch Time Payment: Employees of the Food Services Department shall be provided a lunch if they request it. The lunch period is on the employee's own time. Each employee shall be entitled to a thirty (30) minute lunch period.
- I. Uniforms
 - a. A uniform allowance of sixty dollars (\$60.00) shall be paid to staff annually. To obtain reimbursement, receipts are required to be turned into the FNS office within thirty (30) days of purchase for returning staff within ninety (90) days for newly hired staff. Staff shall be required to adhere to the negotiated FHS dress code and personal hygiene policy.

- b. The Board shall provide all Food Service employees three (3) WSD and/or department T-shirts and a WSD apron per year. In the event an employee requires an additional apron, one will be provided at no cost. Additional T-shirts or aprons shall be made available for employees to purchase at cost.

- J. All seniority employees will have a guaranteed work schedule of the hours of the awarded position. Effective July 1, 2022, the District has the right to adjust hours of a position before the start of the school year or at the end of the first semester.

- K. Unpaid personal leaves for Food Services personnel will not be granted in the first or last week of the school year, or within three (3) days prior to or following a vacation and/or holiday period except:

Unpaid personal leaves for Food Services personnel may be granted during the holiday periods (Thanksgiving, Christmas, New Years and Easter) at the complete discretion of the Associate Director of Food Service. It is understood that the unpaid leave during the holiday period also includes loss of holiday pay to the person receiving the leave.

- L. Equalization of Extra Work and Summer Work:
 - 1. An Extra Work list will be compiled on a seniority basis at the beginning of each school year and at the beginning of the second semester, and posted for five (5) working days. If a new employee is hired outside of the times listed above, the employee shall be given the opportunity to sign up for extra work after the completion of the probationary period. Extra work shall be considered work within the school year (September to Mid-June). When employees are needed for extra-work, the following procedures shall apply:
 - a. Kitchen staff in that building shall be offered first.
 - b. Employees from the Extra Work List shall be offered the work if additional employees who are qualified and within the required classification, are needed on a rotation basis.
 - c. Each employee will be allowed three (3) refusals before being removed from the list.

 - 2. A Summer Work list will be compiled on a seniority basis and posted annually from April 1 to April 15. Summer Work shall be considered work after the last day of the traditional school year and during the summer months (Mid-June to August). When employees are needed for summer work, the following procedures shall apply:

- a. A list of summer positions shall be posted to include, location, hours and days for employees.
 - b. In seniority order, those on the summer work list shall pick their summer position as qualified and will retain that position for the summer.
 - c. In the event a less-senior employee does not secure a summer position, they shall be used to fill additional positions as determined by the Supervisor.
 - d. Employees awarded FS Substitute positions will be allowed three (3) refusals before being removed from the list.
3. Overtime shall be equalized as nearly as possible on the basis of hours, among the employees assigned to a specific building of classification. Whenever an employee refuses to work, or is unavailable to work overtime, he/she shall be charged the same as if he/she had worked it.
 4. The Board will pay time and one half (1 and ½) for hours worked over eight (8) hours per day or for forty (40) hours per week, when approved by the immediate supervisor. The Board will pay employees double their regular hourly wage for hours worked on Sundays and holidays, as approved by their immediate supervisor.
- M. Food Service administrators shall not do regularly scheduled work, except in emergencies, or as a periodic extension of hospitality.
- N. Food Service increments shall be granted annually on July 1. The first increment will be prorated by the number of months worked.
- O. Rest Periods: Food Service employees shall be scheduled for and provided with one (1) fifteen (15) minute relief period during the first four (4) consecutive hours of scheduled work and the last four (4) consecutive hours of scheduled work.
- P. After completion of the probationary period, the employee will be entered on the seniority list, retroactive to the first day worked as a regular employee.
- Q. When the Board closes school to all students due to inclement weather, employees will not be required to work and will receive their normal daily wage. Student instruction days not worked by part-time employees due to weather or “Acts of God”, that the District would have to make up to meet the State minimum requirements for pupil instruction as required by MCLA 388.1701 (3) and (4), of the State School Aid Act, as amended by P.A. 239 of 1984, will not be paid if employees were not required to report to work.

- R. Any future fees for fingerprinting current employees will be the responsibility of the employee.
- S. For the life of this Agreement, Food Service department employees hired prior to July 1, 1995, will receive five (5) days' pay in June and four (4) days' pay in December, prorated in accordance with the same conditions as vacation earning. Paid sick leave will be counted as time worked for this provision.
- T. Any Food Service employee who is instructed by the supervisor to train another employee, shall receive an additional one-dollar and seventy-five cents (\$1.75) per hour above their normal rate of pay for the training performed. This provision shall not apply to any Food Service employee in the Food Service Trainer position.

APPENDIX E
TRANSPORTATION AIDES

- A. Effective July 1, 2021, Transportation Aides will receive the equivalent leave benefits as other 10-month Transportation employees per Article 16 and Article 18.
- B. Transportation Aides will be offered single health, dental, and vision coverage per the Article 19.
- C. When the Board closes school to all students due to inclement weather, employees scheduled to work, will not be required to work and will receive their normal daily wage. Student instruction days not worked due to weather, or "Acts of God", that the District would have to make up to meet the State minimum requirements for pupil instruction, as required by MCLA 388.1701 (3) and (4) of the State School Aid Act, as amended by P.A. 239 of 1984, will not be paid if employees were not required to report to work.
- D. Sick Leave:
 - 1. Option to buy out of current days:
 - a. Effective 2020-2021, Transportation Aides have a one-time option to elect to retain current sick leave bank *OR* be paid for all or a portion of their sick days at \$25/day.
 - b. This agreement is to be completed by May 21, 2021 and eligible payments made on June 18, 2021.
 - c. If the employee does not make the election by May 21, 2021 the sick days will be retained in employee's sick leave bank.
 - 2. Option to retain current days:
 - a. Current year's sick days (per Article 16) must be used prior to use of retained sick bank days.
 - b. Up to six (6) banked sick leave days may be used for PMLA, if employee has not utilized the current year's sick days for PMLA.
 - c. Remaining banked sick leave days may be used in the case of illness or medically –necessitated leave of the employee. The absence must be verified with a physician's statement when absent three (3) or more consecutive days.
 - d. Banked sick leave days, if unused, shall not be paid out upon termination, resignation, and/or retirement.
- E. In the event of a single building closure, aides shall report and be available to work as assigned by the supervisor. Should the aide not be assigned, and results in a loss of normal working hours, such hours shall be paid for that day.
- F. Picking
 - 1. Aides will select runs during the month of August by seniority and shall begin their runs on the first day of school.

2. The Association shall see all runs (poly-plot and coords) at least three (3) days prior to the August pick. Poly-plot and coords shall be made available for all drivers to review at least two (2) days prior to the pick.
 3. After the August pick of runs, if a run becomes vacant, or if time has been added to the run involving an addition of twenty (20) minutes or more, the run shall be posted for three (3) working days. The Association shall be provided with any addition to run times after the August pick. The run shall be assigned to the seniority aide gaining time and bidding for the run. No aide shall change runs until all the postings and selection of runs due to the first posting have been completed. If the time is added to the seniority aide's run, the run shall not be posted.
 4. The Association Representative shall be present during the August pick.
 5. In the event an aide is unable to physically be present for picking, it is the aides' responsibility to notify management via phone or via email. Aides will be given the opportunity to pick a run or the aide can give their selection of run(s) to their Association Representative. If the aide does not contact management or association representative, the aide shall be assigned the next highest available run.
 6. Aides shall be limited to five (5) minutes for their pick selection.
 7. During August pick, aides shall also choose their parking spot. No aide shall change parking spots until all the selection of parking spots have been completed.
- G. At the close of each school year, each aide shall notify the Director of Transportation, in writing, of his/her intention to return or not return to work after the student summer recess.
- H. Additional regular daily runs, not runs due to absences, shall be assigned on the basis of seniority, whenever practical.
- I. Meetings: If an aide is required to attend a meeting of all aides called by the Board, he/she will be compensated at the regular hourly rate. Aides shall be paid for the time spent in a meeting to discuss bus discipline problems when approved by the principal and when such time exceeds that for which he/she is compensated as part of his/her regular duties.
- J. Computation of hourly rate: Wage rates are computed by the tenth of each hour. Whenever work involves a portion of a tenth of an hour, that tenth will be paid.
- K. Minimum Call-In Time: Whenever an employee is called into work, a minimum of two (2) hours shall be paid. During this minimum time, the employee will be expected to work as necessary.

L. Overtime:

1. The Board will pay time and one-half for hours worked over eight (8) hours per day or forty hours (40) per week, when approved by the immediate supervisor, except for an overnight run. The Board will pay aides double their regular hourly wage for hours worked on Sundays and holidays, as approved by their immediate supervisor.
2. Overtime shall be equalized as nearly as possible on the basis of hours, among the employees. Whenever an employee refuses to work, or is unavailable to work overtime, it shall be counted the same as if he/she had worked it.

M. Special Runs:

Special runs, not part of the normally scheduled runs, will be equalized from a list of aides who indicate at the start of each semester their desire to take such runs. Runs shall be assigned to those employees with the least hours first. If a new employee is hired outside of the times listed above, the employee shall be given the opportunity to sign up after the completion of the probationary period.

- N. Aides shall assist drivers with the loading, unloading, and supervisory care of students. Aides shall not be responsible for starting or cleaning of buses.

O. Uniforms

The Board shall provide all aides a jacket. In the event an employee requires a new jacket due to wear and tear, the Board will provide it. Additional jackets shall be made available for employees to purchase at cost.

- P. If management is made aware of a problem/situation has arisen after the August picking that would necessitate reassigning portions of a drivers' assignment, the following steps will be taken:

1. The supervisor, within one (1) week of his/her knowledge of the problem will call the Association with the problem/situation.
2. The Association and management will meet to mutually agree on a solution which will be final and non-grievable.
3. Solutions shall be considered in the following order:
 - a. Moving the driver to a vacant run or swapping out part of the driver's run with a vacant run. If the new run/portion of run results in lost time, the driver shall be held harmless and shall be paid for the time picked in August. If the change increases the driver's time, the driver shall be paid for the new time assigned.
 - b. In the event there is no vacant run, portions of the run may be swapped out with another driver's run upon agreement of both drivers. If the swap results in lost time, both drivers involved shall be held harmless and shall be paid for the time picked in August. If

the change increases either driver's time, the driver(s) shall be paid for the new time assigned.

- c. In the event drivers do not agree to the swap, the Association and management will determine a viable solution.

Q. All medications carried and/or administered by a transportation aide must be documented through a student's plan of care. A flat, stipend of ten dollars (\$10.00) per month shall be paid to an aide responsible for supervising and carrying student medications. Stipends shall be paid in the last check of June.