

AGREEMENT
between
NEWAYGO BOARD OF EDUCATION

And

RETAIL WHOLSALE AND DEPARTMENT
STORE UNION,
Local Union NO. 386 UFCW

JULY 1,2024 - JUNE 30,2026

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AGREEMENT

ARTICLE 1

- 1.1 The Master Agreement is entered into between the Board of Education of the Newaygo Public Schools, hereinafter referred to as the "Board" and the Local Union No. 386 of the Retail Wholesale and Department Store Union, CLC, hereinafter known as the "Union".
- The term "Board" when used hereinafter in this Agreement may refer to a representative of the Board or in some cases the superintendent.
- The term "employee" or "bargaining unit member" when used hereinafter in this Agreement shall refer to employees represented by the Union in the Recognition clause.
- 1.2 This Agreement is negotiated pursuant to the Public Employee Relations Act of 1947, as amended, to establish the wages, hours, terms and conditions of employment of the members of the bargaining unit herein defined.
- 1.3 This Agreement constitutes the sole and entire existing agreement between the parties and the supersedes all prior practices that are inconsistent with this Agreement, whether oral or written and expresses all obligations of, and restrictions imposed upon, the Board and the Union. This agreement is subject to amendment, alterations, or additions, only by subsequent written agreement between, and executed by, the Board and the Union. The waiver of any term or condition of this Agreement by either party shall constitute a precedent in the future enforcement of all its terms and conditions.
- 1.4 If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law by a court or administrative body of competent jurisdiction, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. The parties shall meet to negotiate the clause or application adjudged contrary to law. Neither party shall be required to meet with the other for the purpose of negotiating a replacement clause after sixty (60) days have expired since adjudging a clause contrary to law. Should no agreement be reached, the provision of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relations of the parties hereunder.
- 1.5 The term "Days" as used herein shall mean the days the Administration office is open.

**RECOGNITION
ARTICLE 2**

- 2.1 The Board shall recognize the Retail, Wholesale, Department Store Union, Local No. 386 as exclusive representative and sole bargaining agent of all full-time, part-time, Kitchen Staff, Custodians, Bus Drivers, Teachers Aids, and Secretaries of the Board covered by this Agreement and regularly employed by the Board, and shall negotiate with the duly authorized representatives thus chosen by its members for the purpose of adjusting any disputes which may arise concerning rates of pay, wages, and hours of employment.
- 2.2 The Board agrees that it will not, through its officers or agents, negotiate with any other Union individual or group of individuals, concerning the subject matter of this Agreement. The Board further agrees that no employee will be required to make any verbal or written contract which conflicts with this Agreement.
- 2.3 The following employees are excluded from the bargaining unit and are not included within the operation or terms of this agreement: excluded from the bargaining unit are the Superintendents Secretary and Central office staff, supervisors, administrators, Bus Mechanics, substitutes, teachers and all other employees. Further excluded from the terms and conditions of this Agreement are students and temporary hourly help not employed on a regular basis.
- 2.4 Each bargaining unit member may decide to join the Union and pay Union dues. Union members or Bargaining unit members who decide to join the Union shall pay dues to the Union in accordance with its policies and procedures.
- 2.5 Save Harmless Clause- In the event of legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:
- A. The Board gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires.
 - B. The Board gives full and complete cooperation to the union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.
 - C. The Union shall have complete authority and settle all its claims, which it defends under this section. The Union agrees that in any action so defended, it will hold the Board harmless from any liability for damages and cost imposed by a final judgement of a court or administrative agency as a direct consequence of the Boards, compliance with this Article.

- 2.6 "Temporary" shall be defined as a person employed to meet seasonal needs or fill up employment demands of a particular temporary situation, but not to permanently replace a bargaining unit position. It is expressly understood that a vacancy in a bargaining unit position shall be filled on a temporary basis for a period not to exceed a total of ninety (90) days (except in the case of maintenance, April to October only, which shall not exceed one hundred and thirty (130) days for seasonal labor).
- 2.7 A substitute shall be defined as a person scheduled to work in absence of a regular employee on a leave of absence (paid or unpaid) including vacation and during a period of time required to post and fill vacancies.
- 2.8 A probationary employee shall be considered an "employee" who has served in a position for less than ninety (90) working days, except as provided in (5.1) Substitute time worked within a classification of a permanent hire shall count towards the employees ninety (90) working day probationary period.
- 2.9 It is expressly recognized by the parties that supervisors can perform bargaining unit work. The Board will be allowed three (3) working supervisors: Food Service Director, Director of Building and Grounds, and assistant Director of Building and Grounds.

REPRESENTATION ARTICLE 3

- 3.1 The Board agrees that the employees shall have the right of representation by a Grievance Committee of not more than three (3) members. Chairman of the Committee will be known as the Chief Steward. The union at all times to keep the board of the membership of the Grievance Committee.
- 3.2 Upon reasonable request, the Board shall make available to the Union information necessary to assist in the processing of grievances, administration of the Agreement, and negotiations.
- A. After presentation of proper credentials to the Superintendent or his/her designated representative, officers or accredited representatives of Local 386 may be admitted into the buildings of the School System to assist in the administration of the terms and conditions of this Agreement, including the adjustment of grievances, provided that such activity is not in areas which would be detrimental to the management and the function of school, its students or its employees, and furthermore providing that such visitation shall not disrupt the work of the Board.
- B. The facilities and equipment of the Board shall be available to the Union in accordance with Board Policy as long as such use does not interfere with job responsibilities and everyday operations.
- 3.3 Employees may be released from their job assignments to meet with the officers or designated representatives of Local 386 with approval of the superintendent/designee with three (3) days' notice.

- 3.4 Representation: Union representation for bargaining negotiations shall be one (1) committee person for every twenty (20) employees, or fraction thereof.
- 3.5 The selected three (3) members of the grievance committee may be released from their job assignments to meet with the international or local representative for up to one (1) hour immediately prior to a final step grievance meeting, with the approval of the superintendent /designee.
- 3.6 The Union shall have the right to post notices of official activities and matters of Union concern at designated bulletin boards in each building or facility to which employees may be assigned. The board has the right to remove notices which are inappropriate.
- 3.7 There shall be two (2) signed copies of any final agreement, one copy shall be retained by the Board and one by the Union. The Board at the conclusion of the initial negotiations shall provide printed copies of this Agreement. Future printing shall then be alternated between the parties without charge to the other party. Copies of the Agreement shall be produced for each current employee, with sufficient reserved copies for new hires throughout the life of the Agreement. The Board and the Union be given twenty (20) additional copies for their own purposes without charge by the producing party.
- 3.8 The Union shall be entitled to two (2) days per year to be used at the discretion of the Union and shall reimburse the Board for the employees' wages during these days. The days shall be scheduled as early as possible and by mutual agreement with the supervisor. Fourteen (14) written notice must be given to the supervisor after mutual agreement has been reached regarding the days.

GRIEVANCE PROCEDURE ARTICLE 4

- 4.1 A grievance shall be defined as a claim by a bargaining unit member of alleged violation of the express terms and conditions of this Agreement.
- 4.2 The discipline, discharge, and layoff of probationary employees shall not be the basis of any grievance filed under the procedure outline in this Article.
- 4.3 A written grievance as required herein shall contain the following:
- A. It shall be signed by the grievant or grievants;
 - B. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - C. It shall cite the sections or sections of this Agreement alleged to have been violated;
 - D. It shall contain the date of the alleged violation;
 - E. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper.

4.4 There shall be an earnest and honest effort to settle all differences and disputes. The procedure which governs handling of all such grievances and disputes between the Board and its employees, shall be as follows:

Level One - Any employee who believes he/she has a grievance may first discuss the matter with a steward, and shall discuss the matter with the immediate supervisor, with or without the presence of a steward. The supervisor is to get a copy of the written grievance and such written grievance shall specify the portion of the contract that is alleged to have been violated and any and all relief sought by the grievant. The supervisor shall give his answer in writing within five (5) working days after such discussion. A grievance may be filed in writing with the supervisor within twenty (20) working days of the time of the grievance is known or should have been known to exist.

Level Two - If the grievance has not been settled in Step One and the employee desires to appeal, the steward shall present the grievance in writing, signed by the aggrieved employee to the Superintendent within five (5) working days after the supervisors answer in Step One above. Thereafter the steward shall meet with the Superintendent for the purpose of discussing the grievance. If the grievance is settled as a result of such a meeting the disposition shall be reduced to writing and signed by the Superintendent and the Steward. If no settlement is reached the School shall give a written answer to the grievance within five (5) working days after the date of such meeting.

Level Three - If the grievance has not been settled in Step Two and the Schools answer is not satisfactory to the Union, the Union may appeal in writing to the School Superintendent within five (5) working days. Within ten (10) working days thereafter, the School Superintendent and his representatives from the Board Personnel Committee will meet with the Business Representative of the Union and the Union Committee for the purpose of discussing the grievance. If the grievance is resolved the settlement will be reduced to writing and signed by the parties. If no settlement is reached the School shall give its written answer to the grievance within five (5) working days after the date of such meeting.

Level Four - If the grievance is not settled in Step Three and the Schools final answer is not satisfactory to the Union, The Union may appeal the grievance to arbitration by giving written notice of the Unions desire to arbitrate to the School within twenty-one (21) calendar days from the date of the Schools final answer in Step Three. The parties shall submit a joint request to the Federal Mediation and Conciliation Service to appoint a arbitrator. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall have no right to amend, modify, nullify, ignore or add provisions of this Agreement. The arbitrator shall consider and decide only the particular grievance to him/her and his/her decision and award shall be based solely upon his/her interpretation of the meeting or application of the Terms of this Agreement, the arbitrator shall so rule in his/her award and the matter shall be not be considered further by the arbitrator.

4.5 By mutual agreement of both parties, the grievance timelines may be extended in writing.

4.6 The Board agrees not to discriminate directly or indirectly against any employee or employees on account of service on the aforesaid Grievance Committee or for any other Union activity, or for communicating any grievance to the Union or its duly authorized representatives.

- 4.7 The Union agrees that its members will not conduct Union activities during working hours which interfere with the members or other employee's duties except that the Chief Shop Steward and committee persons, may carry on their necessary duties with respect to handling grievances, but in doing so they shall make whatever arrangements are necessary with their immediate supervisor to avoid interruptions of operations.
- 4.8 The decisions of all grievances which are agreed to between the grievance committee and the Board shall be in writing, signed by both parties.
- 4.9 The Board and the grievance committee shall meet upon request, and in a timely matter to settle all grievances or disputes.

**SENIORITY/LAY-OFF-RECALL
ARTICLE 5**

- 5.1 A newly hired employee shall be on probationary status for the first ninety (90) working days of employment, beginning with the first day of employment. Bus drivers must drive at least twenty (20) days of probationary period during ice and snow conditions. This inclement weather clause will be waived if the driver has previous inclement weather driving experience. The probationary period can be extended upon written notice stating the reason(s) by the immediate supervisor. A probationary period cannot be extended more than once and not more than twenty (20) days.
- 5.2
 - A. Seniority shall be defined as the length of an employee's continuous service within his/her respective classification from his/her date of hire within the classification until such time as he/she moves out of that classification, at which time his/her seniority will be frozen in the previous classification. Date of hire is defined as the first paid day of work in the classification. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to his/her date of hire. Seniority shall not transfer from one classification to another.
 - B. Probationary employees shall not be entitled to insurance benefits, vacations or holidays. However, upon completion of the Probationary period, the employee will be credited with the vacation days he/she would have earned, if applicable. In the event a probationary employee is absent, the probationary period shall be extended accordingly.
 - C. An employee will lose his/her seniority for the following reasons:
 - 1. The employee resigns or retires
 - 2. The employee is discharged for cause, and such discharge is not reversed through the grievance procedure.
 - 3. The employee is laid off for one (1) year or length of his/her seniority, whichever is greater, but not to exceed two (2) years.
 - 4. The employee fails to return from leave on the agreed upon date. In proper cases exceptions shall be made, when mutually agreed upon by the Union and the Board.

5. The employee is absent for three (3) consecutive workdays without notifying the Board. After such absence, the Board shall send written notification that the employee has lost seniority, and his/her employment has been terminated to the employee at his/her last known address.
 6. The employee does not return to work when recalled from layoff as set forth in the recall procedure.
- D. Seniority shall be retained, but not accumulated, for an employee on layoff for (1) one year of length of his/her seniority, whichever is greater, but not to exceed two (2) years. Seniority shall continue to accumulate for an employee on approved paid or military leave pursuant to this Agreement, or any unpaid work-related disability leave.
 - E. A seniority list shall be furnished to the Union on or about September 30th of each year. If the Union does not challenge the list within thirty (30) days of its publication it shall be deemed as controlling in all matters relative to seniority until the list is published the following year. Such list shall contain each employee's name and date of hire for their current classification.
 - F. In the event more than one (1) employee has the same length of service in a seniority classification seniority ranking shall be first determined by total years of service in the district. If a tie exists a drawing shall rank employees.
 - G. Seniority shall accrue and shall be applied within the following employee groups:
 - a. Food Service
 - b. Secretary
 - c. General Education Teacher Aide
 - d. One-on One Teacher Aid
 - e. Custodian
 - f. Bus Driver
 - g. Library Aid
 - h. Bilingual Aid
 - H. For seniority and benefit purposes, The Bus Mechanic assistant shall be included in the Custodian seniority department.
 - I. For the purpose of bidding and bumping in the Custodian classification, seniority will be based on the date that the employee received full time status.
 - J. Any employee who moves to any non-bargaining unit position and maintains continuous employment with the District shall receive credit for those previous years of the bargaining unit service upon returning to the bargaining unit. Employees are limited to one (1) calendar year from the date of hire into non-bargaining union positions to return to the Bargaining unit without loss of seniority.
 - K. Employees that are doing Computer Tech work twenty (20) hours per week will receive Computer Tech wage (Alternative Academy Excluded)

- 5.3 Layoff shall be defined as a necessary reduction in the workforce as determined by the Board.
- 5.4 No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee has been notified in writing at least five (5) days prior to the effective date of layoff. Such notice will not apply when layoff is necessitated by an Act of God.
- 5.5 This section only applies where the reduction of the work force results in layoffs rather than a reduction in hours:
- A. Probationary employees shall be laid off first, provided there are more senior employees who possess the qualifications to perform the Job.
- B. In the event senior employees must be laid off layoff shall be determined by the following order:
1. The least senior employee within the classification being reduced provided there are more senior employees remaining within the classification who possess the qualifications to perform the duties of the position(s) available.
 2. In the event an employee is reduced from a position and no position is available to the employee within the classification(s) in which the reduced employee has acquired seniority, the reduced employee shall have the opportunity to make application to any open vacancies within the unit. Should the employee be given one of the posted positions He/she shall retain the right to his/her former job classification should a position come available for which he/she is qualified.
 3. An employee reduced from a position in his/her present classification shall be retained at his/her request in a position in another classification in which he/she has previously accumulated seniority and must bump the least senior employee in the classification and reduced employee possesses the qualifications to perform the job. This acquired position could result in less per pay per hour and benefits.
- 5.6 Employees on layoff who are qualified shall be considered before the hiring of new employees outside the District for a vacant position in another unit classification.
- 5.7 Where there is a vacancy, employees shall be recalled in order of greatest seniority within the classification from which they are reduced, provided the employee possesses the qualification to perform the duties of the position to which he/she is being recalled. In the event a tie exists the employee with the greatest total years of service in the district shall be recalled first. If a tie still exists a drawing shall rank employees.
- 5.8 Notices of recall shall be sent by certified or registered mail to the employees last known address as shown on the Boards records (which shall be conclusive in any disputes) A recalled employee shall notify the Board within two (2) days as to the employee's acceptance or rejection, after the letter as registered as arriving. He/she must report to work within three (3) days after such notification unless the Superintendent has made an exception. The Board fill the position on a temporary basis until the recalled employee has reported back to work.

- 5.9 An employee who has been offered his/her former position and has declined recall shall forfeit his/her seniority rights.
- 5.10 An employee shall remain on the recall list for the period of one (1) year or the length of his/her seniority whichever is greater, but not to exceed two (2) years.
- 5.11 Probationary employees have no recall rights.
- 5.12 An employee who has his/her hours reduced by one (1) or more but is not laid off shall have the right to bump the least senior employee in his/her classification, occupying a position that the senior employee can properly perform and who is scheduled to work as many hours per week, annually. If the employee being reduced has no one to bump, then the least senior employee with the nearest number of hours in his/her classification may be bumped. No hour reductions shall be allowed as long as there is any "temporary" employee working within the classification that is going to be reduced within the district excluding those temporary employees covering a bargaining unit position that is vacant due to absence or illness. It is understood by the parties that this language does not create a domino effect. The employee affected by the hour reduction or elimination will be allowed one bump only. The bumped employee may take the position of the employee whose hours are reduced if that employee can properly perform the work.
- 5.13 An employee in the One-on-One Teacher Aid category shall only be allowed to bump only if his/her job is eliminated. If One-on-One Teachers Aid Position is eliminated, he/she shall bump the lowest seniority employee in his/her classification. In the event that the job in the One-on-One teacher aid position is eliminated and there is a strong objection on the part of a parent to a bump taking place:
- A. Then the One-on-One Aid teacher aid whose position is eliminated shall be placed in a labor pool and may be used to fill in for other employees in the general education aid, library aids, secretarial, and one-on-one aids. They may be used to cover temporary vacancies due to employees being on a leave of absence or off due to illness or accident. If a One-on-One Aid displaced shall be given first preference for any new opening in the One-on-One Teacher Aid classification or sub work available. Any sub work performed shall be paid at the One-on-One teacher Aid rate without the premium. If the One-on-One has accumulated a minimum of two (2) years of seniority as a One-on-One Aid they will have the right to retain their seniority as a regular aid for the purpose of layoff bumping and bidding.
- 5.14 A Teacher Aid who works four (4) or more per day in the One-on-One category shall be considered a One-on-One teacher Aid. Employees working less than four (4) hours per day shall be considered General Education Teacher Aid.

BIDDING PROCEDURES

ARTICLE 6

- 6.1 A vacancy shall be defined as a newly created position or current/existing position that is not filled which the board intends to fill. The Board shall post a permanent vacancy for bid within seven (7) days, and a permanent newly created or recreated job within fourteen (14) days. These time limits may be extended by mutual agreement. Notice of all vacancies in the bargaining unit shall be posted internally in each location for five (5) working days. This does not apply to bus driver positions.

- 6.2 A bid application shall consist of a signature on the job posting sheet. No application shall be considered that is not signed at the time of bid closing. An employee absent from work may authorize a Union steward to make the application on his/her behalf. The vacancy shall be filled by the applicant that is most qualified. When ability to perform the work and physical fitness are equal the applicant who has the most seniority in the classification shall be selected.

When a new job bid is posted for a custodian position it will be classified according to what skill level is necessary.

An employee who submits a bid and is offered the job must take the job or forfeit his/her bidding rights for a twelve (12) month period.

- 6.3 An employee awarded a bid job pursuant to the bidding procedure shall be considered on a trial period for thirty (30) days after being placed in the job. It shall be the responsibility of the Board to decide within said period of time if the employee is qualified for the bid position. However, in advance of any disqualification, the reasons will be presented and discussed with the Union Committee. If the bidding employee is disqualified within said period, he/she may not bid again for twelve (12) months, and he/she shall be returned to his/her former position.
- 6.4 In case a job is discontinued, the employee in the job may exercise his/her seniority rights and take the job held by the least senior employee within their own department within the District. He/she must have greater seniority than the employee he/she seeks to replace. The employee thus displaced, may displace the least senior employee in the district-wide within the department they are qualified to work.
- 6.5 Temporary Transfers: Nothing in this Agreement shall be construed as limiting the right of the Board to transfer employees from one job to another to another on a daily basis, whenever emergency scheduling warrants it. Temporary transfers will be made in accordance with the qualified senior employee if consistent with the efficient operation of the Board.
- 6.6 A transfer is a change in building after the employee has begun work in the initial assignment. The Board has the right to transfer employees for the benefit of the district's educational programs. The Board will seek qualified employees first in the event a transfer is needed after the initial assignment has been made. The final decision will be based on the overall needs of the educational program.
- 6.7 The Board shall have the right to hire a temporary employee during the time that an employee who is covered by this Agreement is not on the job due to a paid or unpaid leave. The Board shall also have the right to hire temporary employees to supplement the workforce.
- 6.8 Any job(s) beginning and ending time that is moved (changed) more than three (3) hours will be reposted. The employee in this position will have bidding rights or bumping rights under normal contract procedures (as per section 5.12)

6.9

1. Custodial staff will be divided into three (3) classifications A, B, C and will be given a classification according to their training and their ability to perform the job.

- A. Most Skilled
- B. Second most Skilled
- C. Little or no skills- current custodian or newly hired custodian

2. The Administration will provide training opportunities that are convenient for both parties such as during the summer months or when school is not in session for a custodian to advance to the next classification level. It will also be the custodian's responsibility to ask his/her supervisor to assist in any electrical, plumbing, heating, ect. Repairs to acquire necessary training.

A "Skill Level – the employee must have the ability to perform the following duties:

1. Perform daily tasks to keep the building operational.
2. Knowledgeable of cleaning chemical proper mixtures, Material Safety Data sheets and lockout-tag out procedure
3. Cleaning methods on tile floor, carpet, wood floors, glass, and laminates.
4. Use of proper personal protective devices.
5. Knowledgeable of MIOSHA procedures in the workplace.
6. Operation of all necessary equipment.
7. Perform routine maintenance and repairs:
 - a. Plumbing- small repairs, repair or replace Sloan Valves, leaky faucets, or unplug drains
 - b. Electrical – replace ballast, plugs, and switches
 - c. HVAC – filter change, belt adjustments, basic understanding of thermostats.
 - d. Building – basic repair or replacement of door hardware, hinges, window latches, pencil sharpeners, paper towel dispensers, toilet paper holders, soap dispensers, install shelving and other small projects.
8. The employee must have the ability to work well with other people and organizations.

"B" Skill Level- The employee must have basic knowledge to perform the following duties:

1. Perform daily tasks to keep the building operational
2. Knowledgeable of chemical proper mixtures, Material Safety Data Sheets and lock out- tag out procedure.
3. Cleaning methods on tile floor, carpet, wood floors, glass and laminates
4. Use of personal protective devices.
5. Knowledgeable of MIOSHA procedures in the workplace
6. Operation of all necessary equipment
7. Perform routine maintenance and repairs:
 - a. Plumbing- small repairs, repair or replace Sloan Valves, leaky faucets, or unplug drains
 - b. Electrical- replace ballast, plugs or switches
 - c. HVAC- filter change, belt adjustment, basic understanding of thermostats.
 - d. Building- basic repair or replacement of door hardware, hinges, widow latches, pencil sharpeners, paper towel dispensers, toilet paper holders, soap dispensers, install shelving, and other small projects
8. The employee must have the ability to work well with other people and organizations.
9. Many of the above skills will need some training, it will be the employee's duty to request training
10. It will be the employer's responsibility to provide training

HOURS & WAGES ARTICLE 7

7.1

2024-2025 RWDSU Wage Scale Hourly and Per Route

3% Increase over 2023-2024, 5.6% Increase over 2023-2024 if currently on Step 8

Steps	1	2	3	4	5	6	7	8	Currently on Step 8 23/24
<i>Closed rates to any new hires</i>									
Aide pre 7/94					\$ 16.77	na	na	na	na
Aide	\$ 13.23	\$ 13.64	\$ 14.19	\$ 14.65	\$ 15.20	\$ 15.59	\$ 16.02	\$ 16.44	\$ 16.85
<i>One on One Aide added</i>	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	0.25
Cooks	\$ 13.63	\$ 14.13	\$ 14.61	\$ 15.11	\$ 15.72	\$ 16.12	\$ 16.56	\$ 17.00	\$ 17.42
<i>Head Baker</i>	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
<i>Kitchen manager</i>	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
<i>lead cook</i>	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
Sec I	\$ 14.35	\$ 14.85	\$ 15.39	\$ 15.91	\$ 16.53	\$ 16.96	\$ 17.42	\$ 17.90	\$ 18.35
Sec II	\$ 15.36	\$ 15.88	\$ 16.42	\$ 17.02	\$ 20.15	\$ 20.70	\$ 21.27	\$ 21.88	\$ 22.43

Bus Drivers	Hourly Rate	no steps	Per Route	no steps
	extra Trips	\$ 16.75	Regular Route	\$ 44.13
	Extra trips - down time	\$ 11.72	Mid-Day Pre-School Run	\$ 36.63
	Bus Washing	\$ 12.93	PM Pre-School Run Driver	\$ 21.63
			PM Pre-School Run Aide	\$ 15.00
			Vocational Runs	\$ 32.90
			Substitute Drivers	\$ 39.14

*Cooks-Summer Feeding Program and Evening Banquets: \$2.00 increase over current Step.

Longevity Pay – At the end of the school year, employees will be paid an annual longevity bonus. In order to receive the bonus, the staff member must work the last day of the school year unless absence is approved by the Superintendent and the staff member has less than three (3) unpaid absences (Exception if an employee has a pre- approved vacation approved by the Superintendent.)

- Employees with 5-9 years of service will receive \$250
- Employees with 10-14 years of service will receive \$325
- Employees with 15-19 years of service will receive \$400
- Employees with 20+ years of service will receive \$500

2025-2026 RWDSU Wage Scale Hourly and Per Route

3% Increase over 2024-2025, 3% for those on Step 8 in 23/24

Steps	1	2	3	4	5	6	7	8	Currently on Step 8 23/24
<i>Closed rates to any new hires</i>									
Aide pre 7/94					\$ 17.27	na	na	na	na
Aide	\$ 13.63	\$ 14.05	\$ 14.62	\$ 15.09	\$ 15.66	\$ 16.06	\$ 16.50	\$ 16.93	\$ 17.36
<i>One on One Aide added</i>	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	0.25
Cooks	\$ 14.04	\$ 14.55	\$ 15.05	\$ 15.56	\$ 16.19	\$ 16.60	\$ 17.06	\$ 17.51	\$ 17.94
<i>Head Baker</i>	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
<i>Kitchen manager</i>	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
<i>lead cook</i>	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
Sec I	\$ 14.78	\$ 15.30	\$ 15.85	\$ 16.39	\$ 17.03	\$ 17.47	\$ 17.94	\$ 18.44	\$ 18.90
Sec II	\$ 15.82	\$ 16.36	\$ 16.91	\$ 17.53	\$ 20.75	\$ 21.32	\$ 21.91	\$ 22.54	\$ 23.10

Bus Drivers	Hourly Rate	no steps	Per Route	no steps
extra Trips	\$ 17.25		Regular Route	\$ 45.45
Extra trips - down time	\$ 12.07		Mid-Day Pre-School Run	\$ 37.73
Bus Washing	\$ 13.32		PM Pre-School Run Driver	\$ 22.28
			PM Pre-School Run Aide	\$ 15.45
			Vocational Runs	\$ 33.89
			Substitute Drivers	\$ 40.31

*Cooks-Summer Feeding Program and Evening Banquets: \$2.00 increase over current Step.

Longevity Pay – At the end of the school year, employees will be paid an annual longevity bonus. In order to receive the bonus, the staff member must work the last day of the school year unless absence is approved by the Superintendent and the staff member has less than three (3) unpaid absences (Exception if an employee has a pre- approved vacation approved by the Superintendent).

- Employees with 5-9 years of service will receive \$250
- Employees with 10-14 years of service will receive \$325
- Employees with 15-19 years of service will receive \$400
- Employees with 20+ years of service will receive \$500

- 7.2 Saturday/Sunday premium- All hours worked on Saturday shall be paid at a one and one half (1 ½) rate all hours worked on Sunday will be paid at a double (2x) rate.
- 7.3 Pay period- All wages shall be paid bi-weekly and at no time shall any employee have more than fourteen (14) days of pay held by the District.
- 7.4 Overnight bus trips total time will be calculated as the total time of the trip, less eight (8) hours of rest time with down time and extra trip rates being figured accordingly.
- 7.5 Recruitment Bonus- Employees that recruit a new employee, and that employee remains in the district employ for one (1) year shall receive a bonus paid as follows: Food Service and Bus Drivers receive \$500 Teachers Aids (Paras) receive \$250.

**OVERTIME
ARTICLE 8**

- 8.1 All overtime will be offered at the discretion of the Board. Overtime shall be offered initially to those employees by seniority who are qualified and available, unless it's an emergency, within a building and within a classification where it is needed. If those employees turn the overtime down, it then will be available to other building employees. If no one who is qualified accepts the overtime, the Board reserves the right to assign it under the following guidelines.
- 8.2 All work performed by hourly paid employees in excess of forty (40) hours in any one (1) week shall be paid for at the rate of time and one-half (1 ½).
- 8.3 Voluntary overtime will be assigned by building and by classification in order of seniority (most senior qualified and available employee)
- 8.4 Mandatory overtime will be assigned by building and classification in inverse order of seniority (least senior qualified and available employee)
- 8.5 It is agreed that each school building will stand alone for the purpose of assigning overtime within each classification. If additional help is needed to complete the work it shall be offered by classification to other qualified and available school employees in other buildings in the district.
- 8.6 Vacation days and Holidays will be considered (time worked) for the purpose of calculating overtime.

**PERSONAL & SICK TIME
ARTICLE 9**

- 9.1 **Sick Leave** - Credit for sick leave shall consist of eight (8) days per school year Classification II (52wks/yr. 40hrs/wk.) Classification III (35hrs./wk.) Ha (52wks./yr.<40hrs./wk. V (Bus Drivers) . (July 1 through June 30) Sick leave accumulation, if unused will accumulate to one hundred and sixty (160) days, when

such accumulation will cease. An employee with an assignment of less than eight (8) hours a day shall be credited for (8) days equivalent to their assigned hours. Up to (5) days per year shall be available in the case of a family illness or other emergencies within a full-time, part-time, or bus driver employee's immediate family. Days used shall be deducted from the employees' accumulated sick leave. The definition of family shall be used in Article 9 section 2. Staff holding less than an eight (8) hour day assignment shall receive pay for each day absent to reflect his/her assignment. After the 3rd unpaid sick day anyone without doctors' note or approval from the Superintendent, may receive disciplinary action.

Sick leave shall be taken in no less than one- half day increments. Classification V (Bus Drivers) half-day shall be defined as either (1am regular run through noon preschool run or 2) noon preschool run through pm regular run.

Classification V (Bus Drivers) sick days will be paid using the regular run per diem rate runs as defined in Article 12.4

- A. Sick leave accumulation will be prorated for unpaid leaves lasting over one (1) calendar month.
- B. Upon reaching maximum accumulation, no further current year allowance will be credited. Upon retirement from Newaygo Public Schools (must be eligible for retirement benefits) a set amount determined by the Board will be paid per day for unused sick days up to the maximum accumulation (\$20 per day)
- C. Sick Leave- Credit for sick leave shall consist of (8) days per school year (July 1 through June 30) with (160) days maximum accumulation. Employee Classification that this applies to is VI (part-time cooks) & Classification IV (< 35hrs./wk.) Staff working less than an eight (8) hour a day assignment shall be paid for each day absent to reflect their assigned hours.

9.2 **Death in the Family** - In the event of a death in the family of any full-time, part-time or bus driver employee of the District he/she shall be allowed up to five (5) days absence per occurrence with pay. Family shall be defined as the employee's wife, husband, child, mother, father, sister, brother, corresponding in-law, grandparent, and grandchild. Staff holding less than an eight (8) hour day assignment shall receive pay for each day absent to reflect his/her assigned hours.

9.3 **Funeral Leave** - An employee will be allowed a maximum of three (3) non-accumulative days per year for attendance at a funeral service of any person whose relationship would warrant such attendance. These days cannot be used consecutively without permission of the Superintendent. This applies to all classifications of employees.

9.4 **Personal Days** - Credit for two (2) personal days per year accumulative up to five (5) to all Classifications. These days may not be used to extend a holiday or vacation period. The employee shall notify his/her immediate supervisor, except in case of emergency, no less than 24 hours in advance. (The use of personal days applies to all classifications of employees.)

- 9.5 **Paid Holidays** - The following shall be considered as paid holidays for all full-time year-round employees: New Years Eve Day, New Years Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day. The day after Thanksgiving shall also be a paid holiday, as long as long as it is a holiday on the school calendar. Employees must work both the scheduled day before and the scheduled day after the holiday to receive pay for the holiday or provide a doctor's excuse. An exception is made for custodians and cleaners during the summer months when school is not in session.

The following shall be considered as paid holidays full-time, part-time school year employees and bus drivers: New Years Eve Day, New Years Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas day. Employees must work the day school is in session both before and after the holiday to receive pay for the holiday or provide a doctor's excuse. (See Article 11.11 regarding Labor Day.)

- 9.6 Vacations, Classification II (52 wk./yr.) only. Vacation with pay shall be allowed on the following basis and must be taken during the year earned.:
- After one (1) year of continuous employment Five (5) working days
- After Two (2) years of continuous employment Ten (10) working days
- After ten (10) years of continuous employment Fifteen (15) working days
- After fifteen (15) years of service an additional day for each year of service (accumulative to five (5) days.)

Vacation shall be scheduled at the convenience of the Superintendent and /or designee. In the event of conflicting days as selected by employees, preference shall be given to the employee with the most seniority.

- 9.7 **Unpaid Leave of Absence** - The Board has the sole authority to grant unpaid leaves of absence beyond the protection of the Family Medical Leave Act and Military leaves. An employee who returns from such an approved unpaid leave of absence shall be entitled to replace the lowest senior employee in his/her classification, providing said employee has greater seniority and can perform the job. Unpaid leaves of absence shall be limited to a maximum of one (1) year, including the time spent on the Family Medical Leave. An employee shall not accumulate seniority or vacation credit during the unpaid leave of absence. The employee must apply in writing four (4) weeks in advance of the unpaid leave, stating the reason(s) for the unpaid leave and the length of time requesting.

- 9.8 Vacation Credit for Classification II- Continuous employment will include all full-time and part-time years of service. Employees will be given credit for part-time years based on credit earned toward retirement. If the employee received less than a full year of credit, the vacation time shall be prorated.

BREAKS AND LUNCH PERIOD
ARTICLE 10

- 10.1 Employees scheduled to work an eight (8) hour day will receive two (2) fifteen-minute breaks. The scheduled time of these breaks is to be determined by the Board. This section shall have no application to bus drivers. Those employees scheduled less than eight (8) hours per day shall be allowed to attend to personal needs as class time permits.
- 10.2 Employees scheduled to work at least six (6) hours per day shall receive a thirty (30) minute unpaid lunch period. This section shall have no application to bus drivers.

GENERAL PROVISIONS
ARTICLE 11

- 11.1 On call- no one shall be required to be on call duty after working his/her regular hours except in the case of an emergency.
- 11.2 Uniforms- Rental laundry uniforms shall be supplied for employee use by the Board, at the Boards cost for all Custodial, and Kitchen employees
- 11.3 Jury Duty- Employees required to report for jury duty during working hours shall be released with pay provided they turn over to the Board any earnings (excluding mileage) received for jury duty. In order to be eligible, the employee must be called (not volunteer) and must notify the Board promptly on receipt of the summons. On any day the employee is not required to serve or is released from or completes daily jury duties with three (3) or more hours in his/her regular scheduled workday, the employee will report immediately for work and will perform such work as be assigned for the balance of the workday. The Board may assign any employees regular shift for the duration of the jury duty.
- 11.4 Non-Discrimination- The board and the Union will continue their past practice of not discriminating against any employee on the basis of race color, age, sex, religion or nationality with respect to hiring or terms or conditions of employment. References throughout this contract to" he, him, man, men "shall be deemed to refer equally to employees of either gender.
- 11.5 It is clearly understood by the parties that the following provision in no way constitutes a guarantee of hours per day, days per week, or weeks per year. By way of illustration, not limitation, the Board reserves the right to increase or reduce hours, days and weeks to set the starting and ending days of the work week and work year, and the starting and ending times of the workday.

A school year part-time employee is any staff working less than thirty-five (35) hours per week on a regular basis.

A school year full-time employee will be any support staff working less than thirty-five (35) hours or more per week on a regular basis.

Fifty-two (52) week employee; A part-time employee is any support staff working less forty

(40) hours per week.

Fifty- two (52) week employee; A full-time employee is any support staff working forty (40) hours per week.

- A. The work year for bargaining unit members shall generally be as follows:
 - 1. **Aides** - The work year shall generally coincide with the school attendance year.
 - 2. **School Year Secretaries** - The Secretary II work year shall generally begin at least two (2) weeks before the reporting date of teachers and end two (2) weeks after the last teacher workday. The Secretary I work year shall generally begin at least one (1) week before the reporting date of teachers and end one (1) week after the last teacher workday.
 - 3. **Food Service** - The work year shall generally coincide with the student attendance year.
 - 4. **Bus Drivers** - The work year shall generally coincide with the student attendance year.
 - 5. **Custodians** - The work year shall generally be fifty-two (52) weeks.

- B. The workday for full-time bargaining unit members shall generally be as follows:
 - 1. **Aides** – 7 ½ hours (including a ½ hour unpaid lunch)
 - 2. **Secretaries** - 8 ½ hours (including ½ unpaid lunch)
 - 3. **Food Service** -8-hour employees- 8 ½ hours (including ½ hour unpaid lunch)
 - 4. **Custodians** - 8 ½ hours (including a ½ hour unpaid lunch)

- C. The workday for bus drivers shall be as scheduled run. Runs shall be scheduled according to the system set out in Article 12 of this Agreement.

- D. A minimum of two (2) hours shall be credited to an employee called in after hours for an emergency situation, even if less time is worked by the employee in the emergency. In such instances, The Board may assign work to complete the compensated two (2) hour time period.

- E. Employees will follow into one of the following classifications:
 - 1. Hourly employees employed to work full-time forty (40) hours per week fifty-two (52) weeks per year.
 - 2. Hourly employees employed to work part-time working less than forty (40) hours per week fifty-two (52) weeks per year.
 - 3. Hourly employees employed thirty-five (35) hours per week
 - 4. Part-time employees employed less than thirty-five (35) hours per week.
 - 5. Bus Drivers- Students school year
 - 6. Part-time Cooks- Students school year

11.6 Employees will be given adequate and appropriate supplies and equipment, in good repair as determined by the Board, to perform their assigned duties.

11.7 The Board shall support and assist employees with respect to the maintenance of

control and discipline of students in the employees assigned work area. On a case-by-case basis, the Board will determine what training and other support should be provided to an employee assigned to provide medically related services to students.

- 11.8 An employee shall be generally responsible to only one (1) supervisor. If there is a conflict in the directives from more than one (1) supervisor, employee(s) shall follow the directive of the higher-level supervisor.
- 11.9 Food Service
- A. Food service employees who are responsible for transporting food in school vans shall be compensated beginning from the time the van is picked up by the employee at the van storage area
 - B. Work for outside groups – Kitchen work generated by non-employer groups who use school facilities shall be handled in accordance with overtime provisions.
 - C. All Food Service lead positions will be Full-time, the District will provide an updated job description for this position.
 - D. Banquet Premium – For food service workers participating in Banquet and Banquet preparation the day before the Banquet and the day of the Banquet all hours will be paid at twenty-two dollars (\$22) per hour.
- 11.10 Custodians- Generally custodians shall work first shift during the summer and holiday break periods. The Board reserves the right to change shift hours.
- 11.11 Labor Day- School year employees whose position starts after Labor Day shall not receive Labor Day as a holiday.
- 11.12 Medical/ Toilet Premium- Employees who are assigned to perform the following health related services: Catheterizations, tube feeding, injections, suctioning, or special toileting will be paid an additional premium of \$10 per day per child in addition to the employee's regular wages.
- 11.13 Professional Development – Support staff will participate (mandate) in professional development days for up to 20 hours. Staff may attend and get paid for more training if the employee would like to volunteer.

TRANSPORTATION ARTICLE 12

- 12.1 The Board shall maintain whatever bus run system it deems necessary to provide efficient and cost-effective operations. Should the Board elect to change the present system it will notify the employees.
- A. 1. Runs- All transportation of students on buses as customarily and currently performed shall be considered transportation work, with the exception of Newaygo County Alternative Academy teachers who have a CDL with appropriate qualifications. For illustration purposes, commercial buses may be used for long trips and teachers and coaches may drive in vans and cars. Should an

extracurricular activity lose District-funding parents and boosters will not be bound by this section.

2. At least five (5) days prior to the beginning of the school year, a Drivers meeting will be held. At the meeting, safety and rule updates will be presented, extra-trips rotation lists will be available and those runs that are vacant will be posted for interested drivers. It will be the responsibility of every driver to inform the Transportation Director in writing of any change of name, address,

telephone number, or any other information that would affect his/her job responsibilities. Those drivers unavailable to attend shall be able to sign up for runs through a written proxy to another driver which must be presented to the Transportation Director.

3. At the opening meeting, only runs that are vacant will be posted.

4. In constructing runs (am, pm, and noon runs) Pre-School, Vocational, Special Education, and other shuttles shall not be tied together, unless it is within the one-hour time limit then additional stops can be added. The one-hour time limit will be calculated on the actual drive time of the run. If additional stops cause the run to go over the one-hour time limit the driver will be paid in six (6) minute intervals if MECEP is transported separately, it shall be treated in the same manner.

5. All regular AM, PM, runs regularly scheduled shuttle runs and special runs will be paid per run.

6. Should any new runs become available during the school year, they shall be posted in accordance with the posting procedure in Article 12.2 and awarded to the most senior applicant.

7. If a run is eliminated, the driver holding that run may elect to bump into a run held by the least senior driver.

8. The Board shall post on the transportation building bulletin board, the following: 1) seniority list; 2) Field trip rotation list. The lists shall be updated with all changes as they occur.

9. Substitute drivers for Pre-School runs will be limited to the number of Pre-School runs there are and be allowed to ride each run once and be compensated after the driver has substituted a minimum number of Pre-School runs. The designated substitute drivers will have until Thanksgiving Break to ride all the runs. If a driver refuses to substitute 3 times their name will be removed from the Pre-School list. If a driver does not substitute drive the minimum of Pre-School runs, and has not refused to drive 3 times he/she will be compensated for riding the Pre-School runs at the end of the year.

10. After Thanksgiving Break if a substitute driver for a Preschool Run has not ridden the route that he/she is to substitute on he/she cannot take the run. The substitute position will be awarded to the next senior driver on the list. Newly added substitute drivers will be given an opportunity by the Transportation Director to ride a run prior to substituting.

11. A Pre-School substitute driver list will be posted at the drivers' meeting

and will remain up during the year. Anyone can sign the list but only the top senior drivers will be selected. As drivers do not meet the criteria they will be eliminated from the list and the next driver according to seniority will be added to the substitute list.

B. Preparation of Buses

Drivers are responsible for performing the pre and post safety checklist per run and adhering to all Driver Rules and Responsibilities. Drivers are responsible for fueling, checking oil, and sweeping and cleaning the interior of the buses which they are assigned. Additionally, drivers who are assigned a field trip shall have fifteen (15) minutes added to the accumulated time of the trip for the responsibilities cited above.

C. Extra Trips

1. Drivers shall be paid extra trip rate for all extra trips and athletic trips.
2. All extra trips shall be posted in advance of the trip, along with the projected length of the trip and leaving times. It will be posted for at least twenty-four (24) hours in advance, if possible. Extra trips shall be awarded to the interested driver on the rotation list procedure. The extra trip rotation lists work as follows: The rotation lists will be developed by seniority from those interested drivers who signed the list in the opening meeting. There will be two (2) extra trip rotation lists posted. One list for trips less than three (3) hours, and one list for three (3) hours or more. As a run becomes available the driver at the top of the list will be asked, then the next, then so on until a driver accepts the run. The next available run will be offered to the next driver in the rotation. Once through the rotation, it goes back to the top of the list and starts again. If no one on the rotation accepts the run, it then can be offered to substitute bus drivers. If no one accepts the run, it then must be taken by the driver who is next in the rotation.
3. Extra trips less than three (3) hours shall not be available to drivers who have regularly scheduled runs
4. Drivers who sign up and fail to take a trip shall take a pass on the rotation.
5. When an extra trip is cancelled less than one (1) hour from the time the trip is scheduled, the driver shall be paid for one (1) hour at the extra trip rate. That driver shall be offered the next available trip of equal time if requested
6. Athletic team trips will be bid out and given to the most senior driver in the rotation for that team's season.
7. If a driver of an athletic trip is absent and cannot take the run, the replacement driver shall be selected from the three (3) hours or more rotation list.
8. When a Bus Driver takes an extra trip, he/she will receive ten (10) dollars for meal money.
9. Athletic team trips will be bid out and given to the most senior driver in the rotation for the team's season. If a team trip is eliminated for the rest of the season, the driver of the eliminated run will have the right to bump into the lowest

comparable team trip. If the trip is vacated permanently, it shall be rebid along with the route. When bidding on vacated trips the bids will take up where they left off.

D. Substitute/Temporary Run Vacancies

1. If there is a temporary vacancy four (4) days or less in a regular run due to illness or absence of another driver, such vacancies will be filled through daily posting and awarded to the most senior driver. No driver can give up a regular run to accept a temporary run vacancy and the driver must have room in his/her regular schedule to accommodate the run if accepted. If no such driver(s) is/are available, it shall be offered to a substitute bus driver

2. A temporary vacancy, known by the Transportation Director to be five (5) or more days due to illness or an approved leave of absence, it will be posted once and awarded to the most senior driver for the duration of the absence. No driver can give up a regular run to accept a temporary, and the driver must have room in his/her regular schedule to accommodate the run if accepted. If no such driver(s) is/are available, it shall be offered to a substitute bus driver.

12.2 Bidding Procedure for Bus Run Vacancy

- A. Regular Run- Driver has an AM &PM or AM, PM. Or Noon run that operates on a daily or weekly basis throughout the school year.
- B. There will be no splitting of an AM & PM run.
- C. The only way a Regular run can be bid out on a permanent is through resignation, termination or retirement.
- D. When a regular run is open for bidding on a permanent basis, it will be posted for three (3) consecutive working days. All qualified interested drivers may sign the bid sheet. The run will be awarded to the driver who signed the bid sheet with the most continuous seniority with Newaygo Public Schools. If no such driver is available, it shall be offered to the most qualified substitute driver.
- E. The assignment of trainer(s) to train new drivers is the right of the Transportation Director or his/her designee.

12.3. Licensing/Training

A. The Board shall reimburse all regular drivers who have fulfilled their probationary period the cost of the CDL less the cost of an operator's license.

Required physicals if not covered by insurance, shall be reimbursed by the Board-appointed physician charges. Drivers may select their own physician but will only be reimbursed at the Board rate. This does not apply to drug testing.

Drivers/employees will be paid their extra trip pay/ hourly wage, for attending meetings and training as required by the State of Michigan or the Board.

12.4 Bus Drivers regular per diem rate shall include the following:

- 1. Regular AM&PM Runs, Regularly Scheduled Shuttle Runs
- 2. Vocational Runs

3. Pre-School/MECEP Run

**SCHOOL CANCELATIONS
ARTICLE 13**

- 13.1 In the event school is canceled prior to the start of the employees' workday due to inclement weather conditions not within the control of the Board the following will apply.
- A. Custodians and Cleaners will report to work and will be paid their regular rate for the day. If road conditions are dangerous, custodial employees may report one (1) hour late without loss of pay if approved by the Superintendent.
 - B. Aides, bus drivers, secretaries and food service employees shall not be required to report to work except as provided below; The first six (6) of each school when school is canceled prior to the start of the workday, employees will receive their regular for the day(s). If school is canceled more than six (6) days and the Board determines not to make up the days employees will not be paid for the day(s) If the Board determines to make up the days employees will be paid when the day(s) is/are made up and worked.
 - C. In the event school is delayed, the Production Kitchen Staff, Secretaries, and Custodial Staff must report at their regularly scheduled hours unless advised by the Superintendent or immediate supervisor. All other employees need not report until the rescheduled start of school.

All employees who are not required to report will be paid for the delayed hours. Bus Drivers will be paid when they make their runs. If school is canceled the kitchen staff and secretaries will be paid for their hours worked and it will not count towards their snow day hours.
 - D. Employees have the option to use paid personal days (if they have any available) to cover any inclement weather days over the six (6) paid days. Employees wanting to take a personal day must call the Administration office by 12 pm on the day of the cancelation and speak with payroll. If a custodian or cleaner elects to use a "personal day" on a day school is canceled, he/she must receive approval from his/her immediate supervisor.

**BOARD RIGHTS
ARTICLE 14**

- 14.1 Nothing contained herein shall be considered to deny or restrict the Board of its rights responsibilities, and authority under the Laws of the State of Michigan and the Laws of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
- 14.2 It is expressly agreed that all rights which ordinarily vest in and are exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. The Board shall negotiate with

the Union as to taking action under such rights and with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by the way of illustration and not by the way of limitation, the right to:

- A. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Board.
- B. Continue its rights of assignment and direction of work of all of its personnel. Determine the number of shifts and hours of work. Starting and ending times. Length of the work year, and scheduling of all of the foregoing, but not conflict with the specific provisions of this Agreement, and the rights to establish, modify, or change any work or business hours or days.
- C. Direct the work force, including the right to hire, promote, suspend, and discharge employees, transfer employees, in accordance with the terms of this Agreement, assign work or extra duties to the employees, determine the size of the work force, and lay-off employees.
- D. Determine the services, supplies and equipment necessary to continue its operations, determine the methods, schedules, and standards of operation. Determine the means, methods, and process of carrying on the work, including automation thereof or changes therein, and the instruction of the new and, or improved methods or changes therein.
- E. Adopt reasonable rules and regulations.
- F. Hire all employees, determine their qualifications, and conditions of continued employment, dismissal, or demotion. Promote and transfer all such employees, as long as such employees as long as such shall be reasonable and in accordance with the provisions of this agreement.
- G. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions, buildings or other facilities.
- H. Determine the placement of operations, production services, maintenance or distribution of work, and source of materials and supplies.
- I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- J. Determine the size of the management organization, its functions, authority, amount of supervision and the table of organization, provided the Board shall not abridge any rights from employees as specifically provided for this Agreement.
- K. Determine the policy affecting the selection, testing, or training of employees, providing such selection shall be based on lawful criteria.

14.3 The exercise of the forgoing powers, rights, authority, duties and responsibilities by the Board, and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the terms of this Agreement, and only to the extent such terms hereof are in conformance with the Laws of the State of Michigan, and the Laws of

the United States.

- 14.4 The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement without mutual consent of the parties.

BARGAINING UNIT MEMBERS RIGHTS AND PROTECTIONS

ARTICLE 15

- 15.1. A bargaining unit member shall be entitled to have one (1) representative of the Union present during any meeting which may lead to disciplinary action by the Board.
- 15.2. Bargaining unit members shall have the right to file and process their legitimate grievances.
- 15.3. The private /personnel life of the employee is not within the appropriate concern of the Board unless the conduct of the employee adversely affects the employee's relationship with students or the discharge or the other school-related duties.
- 15.4. Confirmation of discipline or discharge will be issued in writing stating the reasons for the action. A copy of the written statement will be provided to the Union representative and the employee whenever discipline, time off or discharge is involved.
- A. DISCIPLINE- The Board agrees to take any necessary disciplinary action within five (5) working days of the occurrence or notify the Union that the investigation is taking place.
- B. Due process will be followed in disciplinary actions, which may include written warnings, reprimands, suspensions without pay, or dismissal. However, any disciplinary action shall be appropriate to the behavior which precipitated said action and therefore might begin at any level. The discipline, discharge, and layoff of probationary employees shall not be subject to the Grievance Procedure.
- 15.5 The Union agrees that the Board has just cause to discharge any employee who is convicted of a felony while employed by the Newaygo Public Schools.
- 15.6 An appeal regarding the disciplinary action will be submitted to Level Two of the Grievance Procedure according to the timelines set forth in Article 4 of this Agreement.
- 15.7. A. An employee shall have the right to schedule with the Superintendent's office a review of the contents of his/her personal file, excluding initial references, of the Board pertaining to the employee originating after initial employment and to have a representative of the Union accompany the employee in the presence of the Board in such review.
- B. No material of disciplinary will be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written comment regarding any material and the same shall be attached to the material in question. An employees Union representative shall sign the material indicating its presence and his/her awareness of its existence if requested. Such signature shall not

necessarily mean agreement with the material.

C. Disciplinary records will be kept on file for the life of the employee and may be used for evidentiary discovery. Disciplinary that are over one (1) year old will not be used in progressive discipline unless it's a safety write up. Safety write ups will be held for progressive discipline for two (2) years.

- 15.8 Any case of assault upon a bargaining unit member shall be promptly reported to the Board. The Board shall render all reasonable assistance to the employee to prevent injury when possible, during their scheduled work hours.

HOSPITALIZATION, DENTAL, AND LIFE INSURANCE ARTICLE 16

- 16.1 The Board will provide to full-time support staff employees, Classification II (hourly employees employed to work full-time forty (40) hours per week fifty-two (52) weeks per year) full family medical coverage and employee only vision insurance for the life of the Agreement. In the event that the employee declines all medical and vision coverage, the Board shall pay three hundred fifteen (\$315) dollars per month stipend. If the employee wishes to purchase additional insurance provided by the school districts insurance carrier, the employee must apply at open enrollment and must carry the additional coverage for the entire benefit year. The annual premium due for this additional coverage will be made by payroll deduction each pay period during the school year and will be paid in full by the first pay in June of the school year. Any additional cost will be paid by payroll deduction at the expense of the employee. The Board will make available a Section 125 plan.
- 16.2 A. The Board will provide to full-time support staff employees, Classification III (hourly employees employed thirty-five (35) hours per week) working less than forty (40) hours Two Hundred Forty (\$240) dollars per month, and those employees who work forty (40) hours or more a stipend of Three Hundred Fifteen (\$315) Dollars per month as a contribution toward providing (at the choice of the employee) hospitalization, vision insurance, or investment plan. If the employee wishes to purchase additional insurance benefits or a reduced insurance provided by the school districts insurance carrier, the employee must apply at open enrollment and must carry the additional coverage for the entire benefit year. The annual premium due for this additional coverage will be made by payroll deduction each pay period during the school year and will be paid in full by the first pay in June of the school year. Any additional cost will be paid by payroll deduction at the expense of the employee. The Board will make available a Section 125 plan.
- B. Aides, classification III shall receive the above stipend for the period of nine (9) months beginning September through May.
- 16.3 The following are the negotiated Medical and Vision Benefits provided on enclosed sheets.
- 16.4 If an employee wishes to purchase additional insurance benefits or a reduced insurance plan provided by the district's insurance carrier, it will be made available to them on a payroll deduction at their cost. The board will make available a Section 125 plan.

- 16.5 The Board will provide basic term life insurance in the amount of Ten Thousand (\$10,000) dollars to all support staff employees, Classifications II, III, IV, V, VI, an employee scheduled a minimum of fifteen (15) hours per week to qualify for life insurance.
- 16.6 Employees receiving medical and vision insurance shall pay expenses beyond the medical insurance cap as defined by legislature. Insurance plan coverage provided.

**NO STRIKE CLAUSE
ARTICLE 17**

- 17.1 The union and the Board recognize that strikes and other forms of work stoppages by the employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union therefore agrees that its officers, representatives, and members shall not authorize instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown, or stoppage of work, boycott, picketing or other interruption of activities of the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.
- 17.2 The Board agrees it will not lock out employees during the term of this Agreement. This provision shall not be construed to prohibit the Board from sending employees home during a strike by another labor group or by the Union and/or certain of its members in violation of section 17.1.

**WAIVER
ARTICLE 18**

- 18.1 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.
- 18.2 This Agreement constitutes the sole and entire existing Agreement between the parties, and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Union. This Agreement is subject to amendment, alteration or additions, by subsequent written agreement only between and executed by the board and the Union.

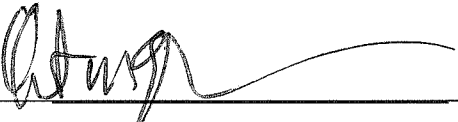
The waiver of any term or condition of this Agreement shall not constitute a precedent in the future enforcement of all of its terms and conditions.


**DURATION
ARTICLE 19**


All articles of this Agreement shall be effective 12:01 am July 1, 2024, upon ratification by the Board and the Union and shall remain in effect until 11:59 pm June 30, 2026. Either party may serve notice to terminate or amend this Agreement by giving written notice to the other party on or before March 30, 2026


Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail and addressed, if the Union, to the President or if to the Board, to Newaygo Public Schools, or to any such address as the Union or the Board may make available to each other.


In Witness Whereof, the parties have executed this Agreement.

By 
President Newaygo Board of Education
Date 9/16/24

By 
Business Representative RWDSU LOCAL 386
Date 8/26/24

By 
Secretary Newaygo Board of Education
Date 8-12-24

By 
Chief Steward Newaygo Support Staff
Date 8/26/24

By 
Superintendent Newaygo School District
Date Aug 20, 2024

By _____
Steward Newaygo Support Staff
Date _____