
ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative as defined in Section II of Act 379 Public Acts of 1965 and in accordance with MERC Certification R76 D-192 dated November 12, 1976 for all full-time non-supervisory cafeteria, secretarial, bus drivers, aides, custodial and maintenance personnel employed by the Grass Lake Community Schools excluding all supervisory employees, substitutes, confidential employees, and all others.
- B. **Definition of terms:**
1. *"Full time employee"*: An employee who is regularly scheduled to work on a permanent daily basis.
 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. *"Temporary employee"*: An employee who provides services when help is required and said job assignment or position is not of a permanent nature.
- C. Only after sixty (60) consecutive working days of employment with the District shall temporary and substitute employees become members of the bargaining unit and come under the terms and conditions of this Agreement.
- D. Temporary and substitute employees shall not be employed if the result would be to take work away from the Unit or would cause vacant positions to not be posted and filled with full-time employees, except as otherwise provided herein.
- E. The term *"employee"* when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as described above.
- F. The term *"Employer"* when used hereinafter shall refer to the Board of Education and administration of the Grass Lake Community Schools.
- G. Supervisors may perform bargaining unit work in an emergency or to the extent necessary to train and orient new employees and/or train and retrain current employees. An emergency shall be defined as an unforeseen circumstance that could not have been planned for in the normal course of school operation, requiring immediate remedial action (i.e., flooding).

ARTICLE II

NEGOTIATION PROCEDURES

- A. The parties hereto agree to commence negotiations on a successor agreement at least sixty (60) days prior to the expiration date of this Agreement.
- B. 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 not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Association and the Employer, 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, or with respect to any subjects or matters not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.
- C. **Special Conferences.** For the discussion of important matters (not grievances) special conferences may be arranged at a mutually satisfactory time between the Association and the Employer representative(s) within ten (10) regularly scheduled working days after request of either party, subject to the following conditions:
1. Such meetings shall be held not more than once per month unless mutually agreed otherwise.
 2. Such meetings must be attended by the Bargaining Committee, which shall not exceed four (4) bargaining unit employees. Such meetings may be attended by a representative of the JCEA. The Superintendent and/or designated representatives will represent the Employer.
 3. There must be at least one (1) calendar week's advance written notice of the agenda from the party requesting the conference. If both parties have subjects they wish to discuss, they shall exchange agendas at least one (1) calendar week prior to such meeting. The discussions at such special conferences shall be limited to the items set forth in the agenda, unless mutually agreed otherwise during said conference.
 4. Such special conferences shall commence, if mutually agreeable, during the regularly scheduled business day. Employees shall be paid at their regular hourly rate of pay for all time necessarily lost from their regularly scheduled work while attending such conferences. Employees shall not be paid for any time spent while attending such conferences outside their regularly scheduled working hours.
 5. The parties agree that as much as possible all special conferences shall be conducted and/or held outside of normal working hours for those employees involved from the Association.

ARTICLE III
EMPLOYER RIGHTS

- A. The Association recognizes that except as limited or abrogated by the terms and provisions of this Agreement or any applicable State or Federal statute or constitution, all rights to manage, direct, and supervise the employees and the operations of the District are vested solely and exclusively in the Employer.
- B. The Association further recognizes the Employer's right to adopt fair and reasonable rules not in conflict with this Agreement.

ARTICLE IV
ASSOCIATION RIGHTS

- A. School rooms may be used by the Association for meetings and special programs at no charge, provided that notification is made to the building principal on the appropriate form at least twenty-four (24) hours in advance.
- B. Inter-school mail service and the use of telephone communication on a local basis shall be made available to the Association and its members. Phone calls outside the Jackson area will be paid for by the Association.
- C. The Employer agrees to furnish to the Association, in response to written requests, information which the Association requires to process grievances, administer this Agreement, and to formulate contract proposals.
- D. During the work year, the Association Chairperson or designee shall be granted three (3) work days without pay and two (2) with pay for Association business, provided said days are not used for striking or picketing. The Association Chairperson shall give no less than twenty-four (24) hours notice to the immediate supervisor, except in emergency situations.
- E. Upon request of the Association and the presentation of proper credentials, officers or accredited representatives of the Association shall be admitted into the buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, providing that said observation shall not be in areas which would be detrimental to the management and function of the schools and its students.
- F. Employees who attend Association meetings at the request of the Association, which take place during their normal work period, shall extend their working time beyond the normal beginning or ending time to make-up the work lost in attending the meeting.

- G. The Employer agrees to promptly inform the Association Chairperson in writing of the following:
1. Additions, deletions, or change in status of members of the bargaining unit.
 2. The Employer's decision in the filling of vacancies.
 3. Discharge, suspension, or reprimand of a member of the bargaining unit.

ARTICLE V
AGENCY SHOP, DUES, AND PAYROLL DEDUCTIONS

- A. All employees shall either:
1. Sign and deliver to the Employer an assignment authorizing deduction of membership dues and assessments of the Association and such authorization shall continue in effect from year to year unless revoked in writing, or
 2. Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of duties shall pay as a fee to the Association an amount appropriate to the current MEA/NEA policies consistent with present court rulings.
- B. The Union shall notify the District of the amount to be payroll deducted and the schedule for deductions of membership dues and service fees.
- The deduction of dues and/or service fees shall be required under the terms and conditions of this Agreement. The Board shall, therefore, deduct said dues and service fees pursuant to the authority set forth in MCLA 408.477.
- C. All employees, new to the District, shall be informed of the above requirement prior to being offered employment in the District.
- D. Authorized deduction of membership dues or representation fees shall be made from each paycheck each month for twenty (20) pays beginning with the second paycheck in September. The Employer agrees to promptly and monthly remit to the Association Treasurer all monies so deducted, accompanied by a list of employees from whom the deductions have been made. Employees may also pay their dues in full to the Association Treasurer within thirty (30) days of the onset of each school year.

- E. The Employer shall also make payroll deductions upon written authorization from employees for the following and any other programs jointly approved by the Association and the Employer:
1. Credit Union
 2. Tax sheltered annuities
 3. MESSA and MEA FS options
 4. PAC
 5. Comerica Bank-Jackson

ARTICLE VI EVALUATION

A. **Definitions.**

1. The term "*evaluation*" means the assessment of an employee's performance during a period of time, usually not longer than one (1) year.
2. The term "*plan of assistance*" means a written instrument provided to each employee who receives a less than satisfactory evaluation.

B. **Evaluation Procedure.**

1. Each employee shall be evaluated on the basis of established and reasonable criteria. Upon his/her employment and/or prior to said evaluation, employees shall be given timely and proper notification as to the criteria and procedure to be used. (The evaluation form(s) developed by the Employer and the Union shall be attached as Appendix E.) The employee shall be notified of his/her supervisor at this time or at any other time when an employee's supervisor changes.
2. Each employee shall be evaluated annually, no later than June 1.
3. Failure of the Board to evaluate an employee as required in "B" above, shall be conclusive evidence that the employee's performance for the period was satisfactory.
4. **Evaluation Review.** The supervisor, upon completing the evaluation form, shall review the evaluation with the employee and provide a copy of the evaluation to the employee. Such review will be scheduled at a mutually acceptable time. If the employee disagrees with the evaluation, he/she may submit a written statement which shall be attached to the file copy of the evaluation and/or submit any complaints through the grievance procedure.

- C. **Unsatisfactory Evaluation.** If an employee receives a less than satisfactory evaluation, a Plan of Assistance shall be developed by the employee and the supervisor. Such Plan shall set forth the specific reasons the employee's work is unsatisfactory, an identification of the specific ways in which the employee is to improve, the assistance to

be given by the Employer towards improvement and specific target dates for improvement. The employee may have a representative of the Association present during any consultations regarding the Plan of Assistance.

ARTICLE VII

EMPLOYEE RIGHTS AND PROTECTION

- A. Nothing contained herein shall be construed to deny or restrict to any employee rights that employee may have under any applicable law or constitution.
- B. **Non-Discrimination.** The provisions of the Agreement, and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, handicap, or marital status.
- C. **Complaint.** Any complaint directed toward an employee shall be promptly called to the employee's attention, if such complaint is to be made a part of the employee's personnel file, or will be the cause of disciplinary action.
- D. **Employer Reimbursement.** The Employer will reimburse the employee for loss, damage, or destruction of the following which is not the result of negligence on the part of the employee:
1. Personal property authorized by the Employer for use on school premises, when such property is needed or used in the normal work of the employee, not to exceed \$250.00. The Employer will not be responsible for any personal property which has not been previously reported in writing to the Employer.
 2. The Board will carry non-owner vehicle insurance when employees are required to use their personal vehicles for authorized school business.
 3. If an employee provides the Employer with an itemized list of personal tools, the Employer will replace any such tools stolen or broken during the course of normal work.
- E. **Personnel File.** The employee shall sign all materials, other than records of pay, absences, etc. that are placed in his/her personnel file commencing with the effective date of this contract. Signing of the material does not necessarily mean agreement with the content by the employee. Employees shall have fourteen (14) calendar days to submit any written statement in regard to such materials for inclusion in the personnel files.
- F. Employees believing that material being placed in their personnel file is false or incorrect may register a complaint through the grievance procedure.
- G. **Removal of Discipline Documents.**
1. Any verbal warning noting date, time, place, brief description of unsatisfactory job performance and expected correction in an employee's personnel file which

does not relate to a reoccurring incident within a twelve (12) month period shall be removed from his/her file.

2. Written reprimands in an employee's personnel file which do not relate to a reoccurring incident will be removed after twenty-four (24) months.
3. Proven misconduct of a gross nature may be referenced in the file up to three (3) years.

H. **Right to Representation.** An employee, at the employee's request, shall have a representative of the Association present when being reprimanded or disciplined. This does not limit the authority of the Employer to give a directive to any employee at any time.

I. **Just Cause.** No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Disciplining or reprimanding shall be done in private except as provided in paragraph H of this Article.

J. **Progressive Discipline.** The Employer agrees to practice the concept of progressive discipline and shall notify the employee of alleged delinquencies. The Employer shall not be obligated to adhere to the progressive discipline concept when the proven misconduct is of a gross nature. The parties agree that progressive discipline minimally includes verbal warning, written reprimand, suspension without pay, with discharge as a final resort. Any disciplinary action taken against an employee shall be consistent to the behavior that precipitates said action.

K. **Notification.** Dismissal, suspension, and/or other disciplinary action shall be only for just stated causes, with the employee having the right to defend themselves against any and all charges. Written notification of dismissal, suspension, and other disciplinary action shall be sent to the employees and the Union.

ARTICLE VIII

SENIORITY, LAYOFF, AND RECALL

A. **Seniority.**

1. Seniority shall be defined as an employee's length of continuous service with the Employer which shall be from his/her most recent date of hire. Employees on unpaid leaves of absence or layoff shall neither gain nor lose seniority. Seniority shall continue to accumulate during unpaid leaves of absence of less than two (2) weeks in duration.
2. Date of hire shall be defined as the date the employee first reports to work pursuant to instructions from the Employer. In the event that more than one individual has the same last date of hire, a drawing to determine position on the seniority list shall be conducted openly and at a time and place which will reasonably allow affected employees and Association Representatives to be in attendance.

3. Employees who change classifications shall hold active seniority in their current classification and shall hold inactive seniority in their previously held classification. Inactive seniority shall only be used for the purpose of layoff and recall (as specified in Section B, Paragraph 4 herein).
4. Beginning July 1st, 2007, an employee who is concurrently working in two different classifications shall accrue and hold seniority in both classifications.
5. **Probationary Period.**
 - a. All new employees shall be probationary employees for the first sixty (60) work days since their most recent date of hire. The sixty (60) work day probationary period may be extended by the additional number of days necessary to make up for duty days missed through the employee's absence and/or school vacation days.
 - b. Upon satisfactory completion of the probation period, the employee's name shall be added to the seniority list as of his/her most recent date of hire.
 - c. If at any time, prior to the completion of the sixty (60) work days probationary period the employee's work performance or attendance is unsatisfactory, he/she may be dismissed by the Employer without appeal by the Association.

B. Layoff.

1. Employees shall be laid off according to their seniority within their classification. An employee whose job has been eliminated or who is on scheduled layoff shall have the right to displace an employee in the same or lower classification group with less seniority in said classification. (See Appendix A for classification groups.)
2. Written notice of layoff shall be made to the affected employees at least thirty (30) calendar days prior to the layoff. School year employees not being recalled from summer recess at the time school would normally begin shall also be given written notice at least thirty (30) calendar days prior to the normal start of school. Prior to those thirty (30) calendar days, the Employer will meet with the JCEA regarding issuance of said written notice(s).
3. Laid-off employees shall have their insurance benefits continued to the end of the prepaid period in which the layoff occurs. Thereafter, the employee may at his/her option, continue such benefits for up to one and one-half (1-1/2) years at his/her own expense unless such individual payment(s) will cause the insurance carrier to increase the premium or re-define the group.
4. Laid off employees who hold seniority in a classification other than the classification from which they are laid-off may, at the option of the employee, displace the least senior employee in that other classification provided that the laid off employee has more classification seniority than the employee being

displaced. An employee must exercise this option prior to the effective date of the layoff.

C. **Recall.**

1. Laid off employees shall be carried on the recall list for one half of their accumulated seniority but not to exceed two years commencing with the date of layoff.
2. When employees are recalled to work following layoff, they shall be recalled to the group from which they were laid off. When two (2) or more employees from the same group are on layoff, the employee with the most seniority in that classification shall be recalled first.

3. **Procedures.**

- a. The recalled employee shall be recalled by telephone and a certified or registered letter sent to the last known address.
 - b. The employee shall have five (5) working days to give notice of intent to return and if not working must return within five (5) working days of notice of intent to return or upon the date established by the Employer to return, whichever is the later. If the employee has taken another position, the employee must return within ten (10) working days of notice of intent to return or upon the date established by the Employer to return, whichever is the later.
 - c. Failure by the laid off employee to give proper notice of intent to return with the five (5) day limit is considered by the Employer to be a resignation and the employee shall be deemed a voluntary quit.
4. If the Employer declares a vacancy in a group from which employees had previously been laid off, and there are employees not on layoff who had been laid off from this group, the employee among them with the most seniority shall be offered the opportunity to return to the group.

ARTICLE IX

VACANCIES, PROMOTIONS, AND TRANSFERS

A. **Definitions.**

1. "*Classification*": The result of classifying. See Appendix A.
2. "*Group*": One or more employees engaged in the same type of work.

- B. **Vacancies.** Notices of vacancies to be filled or newly created positions shall be delivered to the employee and sent to the Association Chairperson at least seven (7) working days prior to filling the vacancy. Employees interested in filling the vacancy

shall make written application within the seven (7) working day posting period. When a selection is made following posting, the individual being awarded the position will be notified in writing. The JCEA office will also be notified. The person being awarded the job will assume the position within ten (10) days.

C. **Filling Vacancies.**

1. If a vacancy occurs it shall be posted as specified in paragraph B above. If there is an individual on layoff who can only assume the vacant position and not the remaining position from an internal transfer then the laid off employee shall be given the position.
2. Within the same classification the most senior employee making application shall be given a trial period of not more than thirty (30) working days. If during the trial period the employee's work is unsatisfactory, or at the request of the employee, he/she shall be reinstated to his/her former group.
3. When there are no applicants from the same classification, the applicant with the most district-wide seniority from other classifications who meets the same criteria of qualifications that would be required of an outside applicant shall be given a trial period of not more than thirty (30) working days. During the trial period, the employee will be reinstated to his/her former group at his/her request or by the Employer if the employee's work is unsatisfactory. If the vacancy is not filled through sub-paragraphs C-2 and 3, then the vacancy may be filled from outside the bargaining unit.

D. **Compensation.**

1. During the trial period in sub-paragraphs "C-2" and "3" above, the probationary pay is set at 90% for the thirty (30) day probationary period or the rate paid the employee in his/her former group, whichever is higher. Upon satisfactory completion of the trial period, the employee shall receive the appropriate rate for the new group.
2. For whatever step the employee leaves, the employee drops back two (2) steps of the new classification and advances one step each year until reaching the step the employee would normally have been at.

- E. **Supervisory Positions.** An employee promoted to a supervisory position shall have ninety (90) calendar days probation. If the employee does not wish to continue in a supervisory capacity, or if he/she is deemed unsatisfactory by the Employer, he/she may return or be returned to his/her former group at any time within the probationary period. He/she shall continue to accrue seniority in the bargaining unit during the probationary period, but shall lose all previously accrued seniority when the promotion is made permanent, except as provided hereinafter. If the supervisory position is eliminated, said employee shall be allowed to bump the least senior employee in his/her previous classification providing the returning employee has more previously accrued seniority than the employee being bumped, and previously earned seniority in the bargaining unit shall be restored.

- F. **Transfer.** The Employer shall not transfer an employee out of his/her group without the consent of the employee and the Association.
- G. It is the understanding of the parties that if an individual is temporarily filling in for another employee at a higher rate of pay and a holiday intervenes during that pay period, the individual assuming the higher paying job will receive a higher holiday pay as a result.

ARTICLE X

WORKING CONDITIONS

A. **Hours.**

1. The normal work day for custodian and maintenance employees shall consist of eight (8) hours and the normal work week shall consist of forty (40) hours, Monday through Friday, both inclusive.

a. **Summer Work Hour Guidelines--Custodial/Maintenance Department.**

Each year determination for summer hours will be made prior to June 1. The decision as to whether to use the ten (10) hour day option will be based upon:

- 1) Whether a team leader is in place to monitor projects and work. Said team leader will receive a stipend of five hundred dollars (\$500.00) in recognition of the additional duties and responsibilities incurred.
- 2) Whether or not a work schedule can be developed that will insure five full days of operations for each building (Monday through Friday).
- 3) Vacation hours, personal business days and floating holidays taken while on the 10-hour work schedule, will be credited for the full 10 hours (40 hour work week).
- 4) Holiday pay (Fourth of July) will be based on ten (10) hours of time worked.
- 5) Due to the small staff, the custodial-maintenance personnel need to be flexible to assist co-workers on an "as needed" basis.
- 6) Vacations must be coordinated so that building coverage is insured.

- 7) The Employer reserves the right to discontinue the 10 hour day work schedule when the interest of the school district and employees are not properly served. Notice of schedule change will be as provided in paragraph six (6) below.

2. **Work Day.**

- a. The normal work day for aides, bus drivers, secretaries, and cafeteria employees will depend upon the individual position each employee is assigned to by the Employer. The work day for the aides will be lengthened fifteen minutes in both the morning and afternoon beyond the time actually scheduled with students. The normal work week for said employees shall consist of Monday through Friday.
 - b. Secretaries hired to work the school year, as defined by the school calendar, shall work one (1) week before and one (1) week after the teacher school year. Days requested beyond the two (2) weeks will be at the secretary's option and can be refused.
 - c. Cafeteria workers hired to work the school year as defined by the school calendar shall work two (2) regular work shifts before the first lunch day and two (2) regular work shifts after the last lunch day of the calendar school year. These shifts will be compensated at the employee's regular pay rate.
3. Nothing contained herein shall be construed to constitute a guarantee of work.
 4. Employees shall be notified in writing of their regular daily starting and ending time of work by the direct supervisor at least five (5) work days before the employee's scheduled start of the new school year.
 5. **Shift Alteration.** The Employer may alter an employee's shift start or end time by up to one (1) hour, provided forty-eight (48) hours written advance notice is given to the employee, except in cases of emergency.
 6. The Employer may alter an employee's shift start or end time by more than one (1) hour, provided two (2) weeks written advance notice is given to the employee. Said shift changes shall begin on Mondays and on Fridays and shall be at least one work week in duration.
 7. The written advance notice requirement in paragraphs five (5) and six (6) above are to be considered minimums, and the Employer agrees to give as much additional notice as possible.
 8. **Breaks.** All employees shall receive a half (1/2) hour duty free, uninterrupted lunch period at or near the mid-point of their work shift. Employees receiving an unpaid lunch period shall be allowed to leave the school buildings and grounds during said lunch period. Cafeteria employees shall be given a reasonable amount of time, up to a half (1/2) hour, to eat lunch during their work day. Cafeteria employees shall be allowed to eat school lunch free of charge.

9. Employees shall be entitled to a fifteen (15) minute uninterrupted break period during the first half of their shift and again during the second half of their shift. Break time for employees working less than an eight (8) hour shift shall be prorated at four (4) minutes per hour worked.

10. **Schedules**

- a. The timing of the lunch and break periods may vary, depending on the nature of the work being performed by the employee at the time, and under certain conditions it will be impossible for employees to take a break period until the urgent aspect of the job then being performed has been completed. Supervisors shall establish reasonable lunch and break period times for each employee after consulting with the employees, and the employees shall not vary from the established lunch and break period schedule without the supervisor's permission.
- b. Schedules will be posted by each time clock and all supervisors/administrators given written notification of work schedules. Any change from the work schedule should be work related and should be documented.

11. **Snow Days.**

- a. When school is officially called off for students due to inclement weather, all bus drivers, secretaries, aides and cafeteria employees except for cooks are not required to report for work and shall be paid their normal daily rate for their regularly scheduled shift for that day. Cooks will report for work on such days if food needs to be put away or cooked due to the risk of spoilage. The cooks may leave when such work is completed. Custodians will report to work on such days if the building has been occupied by students since the last cleaning. If in the opinion of the supervisor the building is cleaned and ready to be occupied, custodians will not need to report or can be sent home early. Maintenance will report on such days for the removal of snow, checking boilers, etc. They may be released early in the day if, in the opinion of the supervisor, the building, parking lots, etc., are ready for school. Any employee who works a partial shift and is released will be paid for the regularly scheduled shift for that day.
- b. The Board may in its discretion reschedule any such days to be made up during the balance of the school year or at the end of the originally scheduled school year. Make-up days in excess of three (3) in each school year will not be paid days to the extent the employee was not required to report for work but was paid for the snow days. For bus drivers, cooks, secretaries and aides, make up days will be in addition to the employee's scheduled work year.
- c. Employees who are not scheduled to work on a snow day will not be paid for such snow day.

B. **Work Assignments.**

1. **Supervision.** Each employee shall be assigned an immediate supervisor.
2. **Call Back.** An employee that has returned home after completion of his/her regularly scheduled working hours may be requested to return to work. The parties agree that this is a request and it is not mandatory that the employee return. Compensation for call back shall be in accordance with Article XIII.
3. **Overtime and Extra Work.**
 - a. The Employer may assign overtime and extra work. An employee may not work overtime without the advanced approval of the employee's supervisor.
 - b. Notice of overtime or extra work shall be given to the affected employee(s) at least seventy-two (72) hours in advance, whenever possible.
 - c. Overtime and extra work shall be offered to employees on a rotating basis according to classification seniority in the affected classification. If no employee volunteers to work the overtime or extra work, said overtime shall be assigned to the next employee on the rotation list. The rotation list shall be posted in each building with the exception of bus drivers which shall be posted in the Superintendent's office.
 - d. Declining overtime or extra work that has been offered seventy-two (72) hours or more in advance shall cause said employee to lose his/her turn on the rotation list. Declining overtime or extra work that has been offered less than seventy-two (72) hours in advance shall not cause said employee to lose his/her turn on the rotation list.
 - e. When the extra work or overtime to be performed is a continuation of a specific job that was being performed immediately prior thereto, it shall be considered as unscheduled extra work or overtime and may be performed by the employee or employees who were performing this specific job immediately prior thereto.
 - f. When lead cook does banquet preparation and other food service duties become necessary for cafeteria employees outside of the regular school day, this work will be assigned as overtime and offered to employees on a rotating basis following Article X, B. 3. c. above.
 - g. Compensation for overtime shall be in accordance with the provisions of Article XIII.
4. During the time school is in session, the duties of an employee (excluding classification A and all probationary employees) who is absent shall be offered to another employee according to seniority within the same job classification as the absent employee. A substitute employee will be hired to fill the remaining vacant

position. Such replacement shall take place upon notification by the employee of his/her intention to take an extended absence of five (5) days or more.

5. Food service personnel and aides may work during common planning or one-half (1/2) student days when work is available and by mutual agreement between the employee and his/her supervisor.

C. **Safety.**

1. The Employer shall make reasonable provisions for the safety and health of its employees while performing their duties during the hours of their employment and shall furnish such protective devices as are reasonably required thereby.

2. **Protective Clothing.** Cafeteria employees shall be provided two (2) smocks or aprons or one (1) of each. One (1) item will be replaced each year.

The bus mechanic and maintenance employees shall be provided two (2) shop coats or coveralls or one (1) of each. One (1) item shall be replaced each year.

The custodial, aide, and secretary employees shall be provided one (1) work shirt per year.

3. **Unsafe Conditions.** The employee shall notify the Employer in writing of any hazard as soon as the employee becomes aware of such unsafe areas, conditions, or equipment. The Employer, upon notification of an alleged unsafe condition, shall investigate such condition and shall be expected to make adjustments in such conditions if in the Employer's investigation, the alleged unsafe condition is found to be a hazard. The Employer shall respond to the employee regarding the disposition of said report.

4. Since the Employer must make reasonable provisions for the safety and health of its employees, the specific assignment of protective gear, i.e., goggles and back belts must be worn while performing duties requiring such equipment.

D. **Bus Driver – General.**

1. Bus Drivers shall continue to be assigned to their current runs, except in emergency situations or when mitigating circumstances necessitate that in the best interests of the District a change be made.
2. Buses will be assigned to bus runs by the bus supervisor, on the basis of miles run per day and the amount of mileage on the bus. Buses assigned to special runs shall be assigned according to the mileage of the run (i.e. newer buses to longer runs).
3. Upon request of a driver the Board of Education shall, on a case by case basis review the possibility of providing an aide for reasons of protecting and safety of drivers and students.

4. **Extra Runs.** All bus drivers will be offered the opportunity to drive the extra runs,. If none of the regular drivers volunteer for the overtime, then it will be offered to the substitute drivers. If the substitute drivers choose not to accept the run then it will be assigned to the regular drivers on a rotation basis.
5. **Cancellations.** When an assigned run has been canceled by the school, the driver affected will be offered the first unassigned run. When a driver who has signed up cancels for reasons other than illness or injury in less than seventy-two (72) hours, said driver loses his/her next turn in the rotation. The assignment of trips will be on a seniority basis on a rotation.
6. **Bidding.** No more than two (2) weeks nor less than one (1) week prior to the start of the school year or "season" a meeting will occur to bid the extra bus runs. All extra trips will be bid out according to seniority (i.e., Career Run, Fatima, etc.) Beginning in 1997, and every three (3) years thereafter, all regular runs will be bid out according to seniority. All extra trips will be posted no later than Tuesday P.M. the week before the trips. Monday, Tuesday, and Wednesday trips will be assigned by Friday P.M., Thursday, Friday, and Saturday trips be assigned Monday P.M. thus giving the seventy-two (72) hours in accordance with the contract. The bus drivers, in agreement with the Superintendent/Supervisor, will develop a bidding system that fits the needs of the department.

Any extra runs, such as Career Center, etc. needing a substitute driver for five (5) days or more shall be posted and assigned on a rotation basis per Section B. 3. c and B. 4, Work Assignment.

Telephone bidding shall only be allowed on an emergency basis forty-eight (48) hours or less before a trip is scheduled. When telephone bidding takes place, all bus drivers shall be informed of the trip in advance, and the outcome of the bidding once it is complete.

7. A "late call" rotation list will be maintained for trips coming in with less than seventy-two (72) hours but more than twenty-four (24) hours notice. Substitutes for the Career Center runs will be included and made a part of this "late call" list. The late call rotation list will also be used to assign the first available driver for emergency runs (less than 24 hours notice).
8. **Jackets.**
 - a. The Employer agrees to provide a jacket for each driver in a style and color jointly determined by the Employer and the Association. The jacket will identify the District and the Transportation Department.
 - b. The Employer shall not be required to replace the jacket any more frequently than every two (2) years and shall not be obligated for more than seventy-five dollars (\$75.00) per garment.
 - c. Each driver shall keep the jacket clean and in good repair at his or her expense and shall wear the jacket as an outer garment at all times while on duty weather permitting.

9. An employee called for a charter run will be paid a minimum of two (2) hours guaranteed work at the hourly rate.
10. The District agrees to reimburse the employee for the cost of the licensing fees necessary to drive a bus.
11. It is recognized that cooperative efforts with other Cascade Conference schools for transportation to various events may be advantageous. The Board and Association shall mutually agree to any such cooperative effort.
12. Any bus which carries seventy-eight (78) or more passengers shall have an aide on board.
13. Over and back trips will not be required for trips of more than twenty-five (25) miles one way.

E. Custodial/Maintenance – General.

1. When students are not required to attend school and teachers are also not in attendance, employees will be scheduled on the day shift. On in-service days when students and teachers are not present in the afternoon, custodians may start their shift when the students and teachers leave, excluding the first and last teacher workday. Upon request and approval by the Superintendent, a custodial/maintenance employee may be granted unpaid day(s) of leave in these circumstances.
2. Employees shall not be required to furnish their own tools, equipment, etc.
3. The custodial employees will be provided a reimbursement of a forty dollar (\$40.00) shoe allowance each year.

**ARTICLE XI
LEAVES OF ABSENCE**

A. Paid Leaves.

1. Sick Leave.

All employees shall earn one (1) hour of sick leave for each twenty (20) hours worked including vacation, holidays, and paid leaves, all accumulative without limit. Relative to the accruing and using of sick leave for bus drivers, each regular run will be considered as two and one-half (2 1/2) hours and each special run will be considered as one (1) hour. All employees shall be notified in writing at the beginning of the school year of their accumulated sick days. Thereafter, upon request, the employee will be notified of his/her sick days. Employees shall be entitled to use sick leave for the following reasons:

- a. **Family Illness.** Critical illness to the immediate family (spouse, children, parents, parents-in-law, brothers and sisters, grandchildren, and grandparents) for a maximum of five (5) days per school year.

Additional days may be granted at the Superintendent's discretion.

The personal business day and/or floating holiday may be used for family illness.

- b. The employee may use all or any portion of such sick leave to recover from personal illness or disability, which shall include childbirth and complications of pregnancy.
- c. Any twelve (12) month employee who does not use sick leave days during a year, beginning with the employee's date of hire anniversary, shall receive a one hundred and fifty (\$150.00) dollar bonus.

Any nine (9) month employee who does not use sick leave days during a school year (July 1 to June 30) shall receive a one hundred dollar (\$100.00) bonus. A nine (9) month employee who is hired after school begins and who completes the probationary period before June 30 and does not use sick leave days during the school year, shall receive a prorated bonus (\$8.33 for each full calendar month of employment).

- d. **Death in the Immediate Family.** Any employee may use a maximum of five (5) days per year for each death in the immediate family and such days shall be taken at the time of such death. Immediate family or significant other person is defined as: spouse and parents or persons filling such roles, children, parents-in-law, brothers, sisters, grandchildren and grandparents. Three (3) of the five (5) days are not charged against the employee's sick leave but the remaining two (2) are charged against sick leave. Additionally, two (2) days each year may be used to attend the funeral of a close friend or relative not in the immediate family, for which an obituary or proof of attendance may be required. This day will be charged against the employee's accumulated sick leave.
- e. **Medical/Dental Appointments.** Full or half (1/2) days may be used for medical or dental appointments not of a routine nature which cannot be scheduled outside of school hours.
- f. **Conditions.** The following conditions shall apply:
- 1) Notification of leave for funeral or death of a person is expected as soon as practicable to the immediate supervisor.
 - 2) After five (5) days consecutive absence, a physician's statement may be required upon request of the Superintendent.
 - 3) Upon the recommendation of the Superintendent, the Employer may at its own expense require an employee to submit to a physical

or mental examination by approved specialists to determine whether an involuntary sick leave is warranted.

- 4) Any employee, whose personal illness extends beyond his/her accumulated sick leave, shall be granted a leave of absence, without pay, for such time as is necessary for complete recovery from such illness, provided that the application for said leave is made at least five (5) days before it is to become effective and provided that the length of time is specified. If further time is necessary, it may be granted by the Employer provided the conditions of the original application are met.

2. **Jury Service.**

- a. Day shift employees who serve one-half (1/2) day or less on jury service shall be expected to work half of their shift, if possible. If a second shift employee is still on jury duty at the beginning of his/her shift, then the above shall apply. Said employees shall be paid the difference between the jury duty service pay and the employee's regular daily wages.
- b. Employees who serve more than one-half (1/2) day on jury service are not required to report to work, however, the employee may report for work if mutually agreeable between the employee and the supervisor. An employee reporting for his/her entire shift shall receive his/her regular daily wages and the jury pay.
- c. The Employer shall not be required to provide compensation for released time for jury service for more than twenty-five (25) days per fiscal year per employee.

3. **Court Appearances.** Leave of absence with pay not charged against leave time shall be granted for court appearances as a witness in any connection with an employee's employment or whenever the Employer is subpoenaed to attend any court proceedings related to his/her employment in the school providing there is no criminal act or gross negligence on the part of the employee. If the employee received court pay, the employee must reimburse the District the amount of compensation received from said court or agency within ten (10) days of receipt of same. Employees shall report for as much of their normal shift as is reasonably possible.

4. **Attendance at Conferences.** Employees may be granted a leave of absence with pay with administrative approval for attending work related conferences or meetings. Conference expenses including mileage will be paid according to Board policy. Estimates of total cost of conference expenses shall be included in conference requests. Upon return from the conference an itemized expense list, with receipts, shall be presented for reimbursement.

5. **Worker's Compensation.** Leave allowances for employees injured while working for the Grass Lake Community School District and thus becoming eligible for Worker's Compensation benefits shall be as follows:

- a. Accumulated sick leave days shall, on an optional basis to the employee, be made available to the injured employee during the period he/she is unable to work as a result of an accident.
- b. If the employee chooses the option of using sick leave days, his/her Worker's Compensation benefits shall be supplemented by school funds to give the employee the equivalent of his/her regular daily rate. The employee's sick leave will be charged one full day for each day the employee receives supplemental pay greater than 50% of the employee's regular daily rate and one-half day for each day the employee receives supplemental pay of 50% or less of the employee's regular daily rate.
- c. Employees absent from work on worker's compensation shall accumulate sick leave as if at work in their regular assignment. Said sick leave shall be available for employee use upon return to work from worker's compensation. The extent of accumulation shall not be for more than one year.

6. **Personal Business.** Employees shall be entitled to use one (1) day in addition to sick leave allowance for personal business, accumulative from year-to-year as sick leave. This day shall only be used for business which may not be completed or transacted other than during working hours. Except in cases of emergency, written notification must be given twenty-four (24) hours before the requested day. Further, these days may not be used on the work day preceding or succeeding a vacation or holiday, or the first and last day of school, or for recreation. Except that an employee may combine a personal day with a floating holiday in order to attend a Grass Lake district-sponsored event (such as an overnight fieldtrip). Said days will not be granted in blocks of less than four (4) hours.

B. **Unpaid Leaves.** The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the federal Family and Medical Leave Act. All unpaid leaves required by that Act shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement.

1. **Conditions.** Unless otherwise indicated the following conditions shall apply for leaves:
 - a. Requests for leaves shall be in writing.
 - b. All leaves shall be limited to one (1) year or less, however, extensions may be granted at the discretion of the Employer.
 - c. Sick leave days shall not accrue while on leave, but unused leave days held at the start of the leave shall be reinstated upon return from leave.
 - d. Subject to the requirements of the federal Family and Medical Leave Act, all fringe benefits paid by the Employer will cease at the commencement of an unpaid leave of more than two (2) weeks or the current period for which the Employer has pre-paid the carrier, but the employee may, at

his/her option, continue such benefits for one (1) year at his/her own expense.

- e. In order to facilitate planning and efficient operation of the schools, employees on leave must notify the Employer in writing by one (1) week prior to the last day of their leave of their intent to return to work. Failure to notify shall be deemed conclusive evidence of resignation.

2. **Disability Leave.** A leave of absence shall be granted to any employee for the purpose of recovery from a disability. Such leave shall commence upon request of the employee. It is further provided that:

- a. A disabled employee may commence said leave at his/her option after confirmation of the disability by his/her doctor.
- b. The length of the leave (starting and ending date) must be stated in application. The leave may be extended for an additional period upon written request of the employee.
- c. In the event of recovery, the leave shall be terminated upon medical confirmation.
- d. The Employer reserves the right to have the employee examined by the Employer's designated physician in questionable cases. In cases of disagreement between the Employer's and the employee's physician, a third physician will be appointed by the first two and the neutral physician's opinion will be binding.

3. **Other Leaves.** Other leaves of absence may be granted by the Employer upon written request of the employee.

C. **Other Leave Provisions.**

1. The employee returning from a leave of ten (10) weeks or less shall be returned to his/her former position.
2. The employee returning from a leave longer than ten (10) weeks shall be returned to the group from which he/she departed, provided said employee is more senior than the employee with the least seniority in that group. If the employee cannot return as described above, the layoff and recall provision of Article VIII shall apply.
3. An Association Leave will be granted, up to one (1) year, upon written request if a bargaining unit member is elected or appointed to a Union position at the national, state, or county level.
4. It is the understanding of the parties that when an individual has a scheduled leave day(s) and school is closed during that day(s) that said leave day shall be reinstated to the previous amount.

ARTICLE XII
HOLIDAYS AND VACATIONS

A. Holidays.

1. Custodial/Maintenance employees shall have the following days off with pay: Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas, Day before New Years, New Years, President's Day, Good Friday, Memorial Day, and Independence Day.

Secretaries, food service personnel, aides and bus drivers shall have the following days off with pay: Labor Day, Thanksgiving Day and the Friday after Thanksgiving Day, Good Friday, President's Day, and Memorial Day.

The Board shall provide all employees in the bargaining unit one (1) additional paid holiday. The paid holiday shall be named by the employee with three (3) days advance notice without restriction. These additional paid holidays shall carry over as sick leave if not used during any school year (July 1 to June 30).

2. Employees required to work on any of the above named holidays shall receive time and one-half (1-1/2) for hours worked in addition to their regular holiday pay.
3. In the event school is in session on the day which was to be celebrated as a holiday, the parties agree to meet and negotiate on a mutually agreed upon date for the holiday to be celebrated.
4. Employees who are absent the day before and/or the day after the holiday shall not receive this salary for the paid holiday unless this absence is due to personal illness or death in the family. In the case of personal illness he/she shall receive pay for the holiday, provided he/she submits proof.
5. If a holiday falls on an employee's regularly scheduled day off, the employee who is eligible for the holiday shall be paid holiday pay for that day commensurate with the hours he/she is regularly scheduled to work.
6. Employees who are on vacation on any of the above holidays shall be entitled to one additional day of vacation or an additional day's pay.

B. Vacations.

1. Custodial/maintenance employees shall earn vacation credit for hours worked in the full twelve (12) month period preceding their anniversary date. Hours worked shall include paid leaves, holidays, vacations and regular hours.

1st year	1.0 hours for each 40 hours worked
2 through 5 years	2.0 hours for each 40 hours worked
6 through 10 years	3.0 hours for each 40 hours worked
10 years and above	3.5 hours for each 40 hours worked

2. Pay for vacations shall be at the employee's current hourly rate.
3. Vacations may be taken at any time during the school year with mutual agreement between the employee and the immediate supervisor. Said days shall be taken in blocks of four (4) or eight (8) hours. During Christmas Break, vacation may be taken by no more than one (1) employee per building for no more than one (1) week each, including paid holidays.
4. The Employer will insure that each employee takes his/her vacation. Once every five (5) years, the employee may defer taking (some or all) vacation for one (1) year's period, so as to enable him/her to take it in the following year in conjunction with the following year's vacation. When two or more employees from the same classification make a request for the same period, the employee with the most seniority will be granted the time.
5. If an employee terminates his/her service with the District, he/she shall receive a pro-rated share of vacation pay equivalent to the amount accrued at the time of separation from employment.
6. If an employee becomes ill or is injured and is under the care of a duly licensed physician during his/her vacation, his/her vacation shall be rescheduled upon receipt of evidence from such physician.
7. The employees with the most district-wide seniority shall receive preference in the scheduling of vacations.
8. Absence on account of sickness, injury or disability in excess of that amount accumulated in the employee's individual sick leave bank shall be charged against accrued vacation days at the request of the employee.
9. Vacation time cannot be taken within a two month time period of a return to work from a leave of absence unless the employee can show good cause for such vacation.

ARTICLE XIII COMPENSATION

- A. Employees shall be compensated in accordance with Appendix A, which includes addition of Classification 12c (Library Assistant) (See Attached Appendix A).
- B. **Overtime.** Time and one-half shall be paid for all work over eight (8) hours in any one day or over forty (40) hours in any one (1) week and for all hours worked on Saturday. Employees working on Sunday shall receive two (2) times their regular rate for hours worked that day. Overtime provisions shall not be applicable to drivers, except that they shall receive overtime pay for hours in excess of forty (40) worked in any one (1) week and/or for required driving on a holiday weekend. A holiday weekend shall not include the Friday before Labor Day.

- C. **Call Backs.** An employee "called back" shall be compensated at the applicable overtime rate as set forth above for the time actually worked or two (2) hours at the overtime rate, whichever is greater.
- D. **Use of Personal Equipment.** An employee using his/her personal vehicle at the request of the Employer shall be compensated at the IRS rate per mile. An employee using his/her employee owned mobile phone for school business will be reimbursed up to twenty-five dollars (\$25.00) per month.
- E. **Bus Drivers - Overnight Trips.**
1. For driving on overnight trips, pay shall be at the Special Run rate as set forth in Appendix A.
 2. In the case of side trips while at the activity, the driver will be paid the hourly rate for the actual driving time involved.
 3. Further, the Employer will provide lodging and meals with the group at or near the location of the activity. The employees shall keep documentation of said expenses and shall be reimbursed upon return from said trip.
 4. The employee shall be given free admission to the activity, provided same is possible.
 5. Any bus driver who takes a special run that leaves before their regular run shall be compensated regular run pay for the first hour and special run pay for the remaining time.
- F. **Medical Exams.** The Employer shall pay for any health or medical examination that is a condition of employment. The Employer will name a physician, whose fee schedule the Board will pay fully. Employees going to their own doctor will have fees paid up to the amount the school doctor charges.
- G. **Driver Meals.** Bus drivers will be paid for meals upon submission of receipts not to exceed breakfast at \$3.50, lunch at \$5.00 and supper at \$6.00 if a trip exceeds five (5) hours and includes a regular meal hour. In cases where the bus driver is requested by a supervisor to stop to eat, the driver will be paid the same as above.
- H. **Bus Washing.** Bus drivers will be paid ten dollars (\$10.00) per week up to a maximum of two hundred dollars (\$200.00) per year for washing their buses.
- I. **New Position.** When a new job is placed in the bargaining unit and cannot be properly placed in an existing classification or rate structure, the Employer will notify the Association prior to establishing same. In the event the Association does not agree that the description and rate are proper, it shall be subject to negotiation.
- J. **Training Reimbursement.** Any employee required to attend a course, workshop, meetings, or training session as a condition of employment shall have all reasonable and

necessary fees, tuition, supplies, etc., reimbursed by the Employer. The employee shall also be paid at his/her appropriate hourly rate for the time actually spent at said activity, excluding travel time.

K. **Pay Options.** Employees have two (2) options on which they may be paid.

Option 1. Each payment shall cover the hours worked for the bi-weekly period ending on the Friday proceeding the scheduled pay date.

Option 2. Twenty-six (26) pays, whereby the employee receives payment every two (2) weeks throughout the year. This option will result in smaller checks but more paydays for those employees who work less than a full calendar year.

L. **Substitute Rate.** Anytime a member of the bargaining unit does work in a position for an absent employee, his/her hourly rate will be adjusted to that rate of pay he/she would receive if permanently assigned to the temporary position. It is the individual's responsibility to note on his/her time card the change in pay rate and have it initialed by the direct supervisor.

Anytime a member works in a position for an absent employee for less than a one (1) hour duration, that employee shall only be paid at the higher rate if requested to do the work by the administration.

M. **Sick Leave Payoff.** Upon retirement or death after ten (10) years continuous service with the school district, the Board agrees to pay 50% of the employee's daily rate for accumulated sick leave to a maximum of 90 sick days, i.e.: maximum pay out would not exceed an amount equal to 45 day's pay.

N. **Insurance.**

1. Except as provided below in paragraph 2, the Employer will pay the full premium for any employee regularly scheduled to work six (6) or more hours per day and his/her family for a full twelve (12) month period.

PLAN A - For employees electing health insurance

HEALTH	MESSA Super Care 1
	Deductible beginning 2004-2005: \$100/\$200
	Hearing Rider
	Prescription co-pay: \$10.00/\$20.00

OR

HEALTH	MESSA Choices II
	Prescription co-pay: \$10.00/\$20.00

MESSA Long Term Disability: 66 2/3%
 \$4,000 Monthly Maximum
 90 Calendar Days – Modified Fill
 Freeze on Offsets
 Alcoholism/Drug Addiction 2 Years
 Mental/Nervous Same As Any Other
 Illness

Delta Dental Class I, II, III (80/80/80) \$2,000 annual max
 Class IV 80% \$2,000 lifetime max

MESSA Negotiated Life \$30,000 AD&D

MESSA Vision VSP-2 Silver

The District will provide a Section 125. The opportunity for flexible spending accounts for non-reimbursed medical and/or dependent care will be available.

STIPEND: Those members on Plan A for the 2007-2008 school year shall receive a \$150 stipend.

Premium Contribution on MESSA Super Care I

Employees electing MESSA Super Care I will pay the difference between the health insurance rate of MESSA Super Care I and MESSA Choices II. Payments will run from September 1st through August 31st of each year. These payments may be made with pre-tax dollars.

PLAN B - For employees not electing health insurance

Delta Dental Class I, II, III 100/90/90 \$2,000 annual max
 Class IV 90% \$2,500 lifetime max

MESSA Vision VSP-3 Gold

MESSA Negotiated Life \$40,000 AD&D

MESSA Negotiated Long Term Disability Same as Plan A

Reimbursement for medical deductibles up to one thousand dollars (\$1,000); plus two thousand dollars (\$2,000.00) cash which can be applied towards a qualified 403 B Plan.

2. Employees hired after June 30, 1994, shall receive health and dental premiums prorated as follows:

<u>Regularly Scheduled Hours</u>	<u>Premium Payment by Employer</u>
0-19 Hours per week	0%
20-29 Hours per week	50%
30-34 Hours per week	75%
35 or more hours per week	100%

Employees hired after June 30, 2004, shall receive health and dental premiums prorated as follows:

35 or more hours per week, 190 scheduled workdays, 100%

3. The Employer will pay the full premium for each employee regardless of hours worked and date of hire for the following insurance:

MESSA VSP - 3 Gold for employee and his/her family
\$25,000 Life and AD&D

4. The Employer agrees to make available to any employee not covered by the insurance provisions of this Agreement said insurance coverage at the group rates at no cost to the Employer. The employee who desires said coverage will either pre-pay said premiums or allow those premiums to be payroll deducted.

ARTICLE XIV GRIEVANCE PROCEDURE

- A. The primary purpose of this procedure is to secure in the most efficient manner equitable solutions to a claim of an aggrieved party. Both parties agree that these proceedings shall be kept confidential at each level of this procedure.
- B. A "grievance" is a claim by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any rule, order, policy, or regulation of the Employer which affects a term or condition of employment.
- C. **General.**
1. A grievant(s) failing to meet the time limits as set forth herein shall forfeit the right to further process said grievance, and therefore management's last answer shall constitute the final disposition of said grievance.
 2. A supervisor or the Board failing to meet the time limits as set forth herein shall permit the grievant(s) to proceed to the next level within ten (10) working days from the date when the supervisor's or Board's time for answer expired.

3. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement provided that the Association has been given the opportunity to be present at such adjustment.
4. Either party may involve their representative at any and all stages of the grievance proceedings.
5. A grievance may be withdrawn at any level without establishing a precedent.
6. There shall be no reprisals of any kind against any employee involved in the grievance procedure.
7. All reasonable requests for available information necessary to the determination and processing of any grievance shall be honored by both parties.
8. When a grievance is sustained, all documents, communications and records relating to said grievance shall not be filed with the personnel files of the participant(s).
9. The grievant(s) and grievant's Association Representative shall be released from duty, with no loss of pay, to attend grievance meetings and hearings called by the Employer at Step Three or below which shall be scheduled during the normal working day of the grievant(s).
10. Reasonable released time of no more than one (1) hour shall be granted to the Association Chairperson or designee for the purpose of investigating a grievance that has been submitted to Level Two. This released time shall not be abused and shall be subject to the approval of the immediate supervisor.
11. The decision of the Employer in a case shall not require a retroactive wage adjustment in another case.

D. **Procedure.**

1. **Level One (Informal Hearing)**

The grievant will discuss or attempt to discuss the complaint with the immediate supervisor within five (5) regularly scheduled working days of the time the alleged violation of the contract occurred or the Union should have reasonably known it occurred.

2. **Level Two (Immediate Supervisor)**

- a. If the Level One discussion is not satisfactory, or if no discussion has been held, the complaint shall be reduced to writing on the Grievance Report Form (Appendix B) and shall be presented to the immediate supervisor and

the Association within fifteen (15) working days of the grievant(s) knowledge of the event or occurrence which is the basis for the complaint.

- b. The immediate supervisor shall hold a meeting with the grievant(s) and the grievant's Association Representative within five (5) working days of the receipt of the written grievance.
- c. The immediate supervisor shall render a written decision to the grievant(s) and the Association within five (5) working days of said meeting.

3. **Level Three (Superintendent)**

- a. If the Level Two decision is not satisfactory, specific reasons for the unacceptability shall be expressed in writing and presented to the Superintendent or designee within five (5) working days of receipt of the Step Two answer.
- b. The Superintendent or designee shall hold a meeting with the grievant(s) and the grievant's Association Representative within five (5) working days of receipt of the grievance.
- c. The Superintendent or designee shall render a written decision to the grievant(s) and the Association within five (5) working days of said meeting.

4. **Level Four. (Grievance Resolution Council)**

- a. The Board and the Association may mutually agree in writing to submit the grievance to the Grievance Resolution Council. If the grievance is not resolved within twenty (20) days, the grievance shall revert to Level Five.
- b. **Grievance Resolution Council**
 - (1) The Board and the Association, in recognition of their commitment to discuss and resolve grievances through cooperation and collaboration and to avoid confrontation and adversarial proceedings, hereby establish a Grievance Resolution Council.
 - (2) The Council shall be composed of two (2) administrators/ board members selected by the Superintendent and two (2) ESP members from two different classifications selected by the Association. The Council shall meet as required at mutually agreeable times to resolve grievances beyond Level Three.
 - (3) Members of the Council shall be trained in the interest-based or collaborative approach to discussing and resolving issues and concerns.
 - (4) The Council shall establish ground rules for its meetings consistent with the principles of the interest-based or collaborative model. The ground rules shall include the following:

- i) All decisions shall be made by consensus.
 - ii) Resource people may participate in council meetings to provide information.
 - iii) A party of interest (i.e., grievant, Association, Administration) may participate in Council meetings.
- (5) Any consensus decision of the Council that amends or modifies the Master Agreement shall be subject to ratification or both the Board and the Association.
- (6) Any party to the grievance may refuse the Council's recommendation and either continue the grievance to Level Five or withdraw it.

5. **Level Five (Arbitration)**

- a. In the event the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within eight (8) days from receipt of the appeal by the Superintendent, the Association shall provide written reasons for non-acceptance to the Superintendent and then the Association may refer the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association, whose rules and procedures shall govern the arbitration selection process and the conduct of the hearing within fifteen (15) days from the decision of the Superintendent or the expiration of the deadline for the decision; provided, the parties shall meet during said fifteen (15) day period in an effort to select a mutually satisfactory arbitrator.
- b. The Board and the Association shall not assert in such hearing any ground or rely on any documentary evidence not previously disclosed to the other party.
- c. The arbitrator shall render a decision based upon the interpretation of this Agreement and shall have no authority or power to alter, modify, add to, subtract from, or ignore any of the terms of this Agreement.
- d. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's rights and responsibilities except where they have been expressly and clearly limited by the terms of this Agreement and shall not substitute his/her judgment for that of the Board where the Board has discretion to exercise.
- e. Specifically, the arbitrator shall have no authority or power to render a decision in cases which involve the termination of any probationary employee or the subjective assessment of an employee's performance as expressed in a written evaluation.

- f. Fees and expenses of the arbitrator shall be paid by the losing party or as determined by the arbitrator.

E. **Rights to Representation.** The grievant or grievants may be present and may be represented by another person at all meetings and hearings at any level of the Grievance Procedure. In no event shall any employee be represented by an officer, agent, or representative of any organization in conflict or competition with the Association. Provided further, when an employee is not represented by the Association, the Association shall have the right on its request to have its representative present to state its views at all stages of the grievance procedure.

F. **Appeal of Discharge or Suspension.**

1. Grievances involving an appeal of Discharge or Suspension shall be initiated directly to Level Three within fifteen (15) working days of receipt of written notice as provided above.
2. Once the grievance has been initiated at Level Three, the normal grievance procedure shall be followed as set forth in this Article.

ARTICLE XV

GENERAL PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be valid or subsisting except to the extent permitted by law, but all other provisions or implications shall continue in full force and effect.
- C. Copies of this Agreement shall be printed at the expense of the Employer and presented to all employees now or hereafter employed.
- D. The Association and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law as per Public Act 379. The Association and Employer subscribe to the principle that differences should be resolved by peaceful and appropriate means without interruption of the school system. The Association therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, encourage, ratify or condone, nor shall any member take part in, any unlawful strike, slow-down, or stoppage of work, boycott or other interruption of activities in the school system.
- E. Any qualified Association Member may, if work schedule permits, apply for other jobs that would complete their schedule, as long as they meet the required qualifications necessary to complete job specifications.

- F. In the event that the Grass Lake School District and the Intermediate School District determine that the Grass Lake Schools will provide services for medically fragile/special education students (defined as medically fragile or special education students not currently served in a regular education classroom setting) in a least restrictive environment (LRE), the Board agrees to bargain the issues dealing with medically fragile students in a least restrictive environment (LRE).
- G. **School Improvement.** A school improvement committee established as a result of Section 1277 of the Revised School Code shall not have authority to modify this Agreement, unless mutually agreed.
- Any school improvement committee participation beyond the established workday and the exceptions to the established workday as provided in this contract shall be voluntary.
- H. **Mandates.** If a problem arises during the term of this Agreement because of new school code mandates, the parties shall, upon request of either party, bargain in good faith in an attempt to resolve the problem.
- I. The Association will have a representative on the Committee for School Calendar.

ARTICLE XVI
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2007 and shall continue in effect until June 30, 2010. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness hereof, the parties have executed this Agreement by their duly authorized representatives.

**JACKSON COUNTY EDUCATION
ASSOCIATION**

**BOARD OF EDUCATION
GRASS LAKE COMMUNITY SCHOOLS**

Pam Schultz, President, JCEA

Tim Waskiewicz, School Board President

Suzanne Sczykutowicz
President, Grass Lake ESP

John Paterra, Secretary

Melissa Sortman, MEA Uniserv Director

Brad Hamilton, Superintendent

APPENDIX A

WAGE SCHEDULE – GRASS LAKE ESP 2007 - 2008 (3.0%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	1 Year or Less	After 1 Year	After 2 Years	After 5 Years	After 8 Years	After 11 Years	After 15 Years
CLASSIFICATION A							
Group 01 Maintenance	16.17	16.98	17.79	18.15	18.50	18.86	19.21
Group 02 Maintenance	13.82	14.47	15.16	15.45	15.76	16.06	16.37
Group 03 Maintenance	13.22	13.83	14.46	14.74	15.04	15.32	15.61
CLASSIFICATION B							
Group 05 Head Custodian	14.75	15.45	16.15	16.49	16.80	17.13	17.43
Group 06 Custodian	14.13	14.80	15.48	15.81	16.10	16.41	16.71
CLASSIFICATION C							
Group 07 Head Cook	13.53	14.15	14.80	15.11	15.38	15.69	15.98
Group 08 Cook	12.17	12.75	13.29	13.57	13.83	14.11	14.35
Group 09 Dishwasher	11.23	11.72	12.24	12.49	12.74	12.98	13.22
Group 10 Helper/Server	11.13	11.65	12.17	12.41	12.66	12.90	13.13
Group 10a Cafeteria Aide	9.19	9.57	9.44	10.20	10.40	10.59	10.80
CLASSIFICATION D							
Group 11 Secretary	13.27	13.92	14.54	14.83	15.13	15.40	15.70
CLASSIFICATION E							
Group 12 Aides							
Group 12a Aides	11.27	11.72	12.24	12.49	12.74	12.98	13.22
Group 12b Library Aides	11.52	11.97	12.48	12.74	12.98	13.23	13.48
***Group 12c Library Asst.	13.15	13.59	14.12	14.36	14.61	14.86	15.25
CLASSIFICATION F							
Group 13 Bus Drivers							
13 Regular Run	38.87	41.02	43.04	43.87	44.72	45.57	46.48
13 Special Run/Downtime	10.77	11.31	11.86	12.11	12.34	12.57	12.81
**13 Career Center	28.10	29.47	30.96	31.57	32.19	32.80	33.43
CLASSIFICATION G							
*Group 14 Mechanic	16.17	16.98	17.79	18.15	18.50	18.86	19.21

*It is understood that the mechanic may perform maintenance work when there is no mechanic work available.

**When the Career Center and Alternative School are combined into one run, one half hour of downtime will be added to this rate.

APPENDIX A

WAGE SCHEDULE – GRASS LAKE ESP 2008 - 2009 (3.0%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	1 Year or Less	After 1 Year	After 2 Years	After 5 Years	After 8 Years	After 11 Years	After 15 Years
CLASSIFICATION A							
Group 01 Maintenance	16.65	17.48	18.32	18.69	19.05	19.42	19.78
Group 02 Maintenance	14.23	14.90	15.61	15.91	16.23	16.54	16.86
Group 03 Maintenance	13.61	14.24	14.89	15.18	15.49	15.77	16.07
CLASSIFICATION B							
Group 05 Head Custodian	15.19	15.91	16.63	16.98	17.30	17.64	17.95
Group 06 Custodian	14.55	15.24	15.94	16.28	16.58	16.90	17.21
CLASSIFICATION C							
Group 07 Head Cook	13.93	14.57	15.24	15.56	15.84	16.16	16.45
Group 08 Cook	12.53	13.13	13.68	13.97	14.24	14.53	14.78
Group 09 Dishwasher	11.56	12.07	12.60	12.86	13.12	13.36	13.61
Group 10 Helper/Server	11.46	11.99	12.53	12.78	13.03	13.28	13.52
Group 10a Cafeteria Aide	9.46	9.85	9.72	10.50	10.71	10.90	11.12
CLASSIFICATION D							
Group 11 Secretary	13.66	14.33	14.97	15.27	15.58	15.86	16.17
CLASSIFICATION E							
Group 12 Aides							
Group 12a Aides	11.60	12.07	12.60	12.86	13.12	13.36	13.61
Group 12b Library Aides	11.86	12.32	12.85	13.12	13.36	13.62	13.88
***Group 12c Library Asst.	13.54	13.99	14.54	14.79	15.04	15.30	15.70
CLASSIFICATION F							
Group 13 Bus Drivers							
13 Regular Run	40.03	42.25	44.33	45.18	46.06	46.93	47.87
13 Special Run/Downtime	11.09	11.64	12.21	12.47	12.71	12.94	13.19
**13 Career Center	28.94	30.35	31.88	32.51	33.15	33.78	34.43
CLASSIFICATION G							
*Group 14 Mechanic	16.65	17.48	18.32	18.69	19.05	19.42	19.78

*It is understood that the mechanic may perform maintenance work when there is no mechanic work available.

**When the Career Center and Alternative School are combined into one run, one half hour of downtime will be added to this rate.

APPENDIX A

WAGE SCHEDULE – GRASS LAKE ESP 2009 - 2010 (3.0%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	1 Year or Less	After 1 Year	After 2 Years	After 5 Years	After 8 Years	After 11 Years	After 15 Years
CLASSIFICATION A							
Group 01 Maintenance	17.14	18.00	18.86	19.25	19.62	20.00	20.37
Group 02 Maintenance	14.65	15.34	16.07	16.38	16.71	17.03	17.36
Group 03 Maintenance	14.01	14.66	15.33	15.63	15.95	16.24	16.55
CLASSIFICATION B							
Group 05 Head Custodian	15.64	16.38	17.12	17.48	17.81	18.16	18.48
Group 06 Custodian	14.98	15.69	16.41	16.76	17.07	17.40	17.72
CLASSIFICATION C							
Group 07 Head Cook	14.34	15.00	15.69	16.02	16.31	16.64	16.94
Group 08 Cook	12.90	13.52	14.09	14.38	14.66	14.96	15.22
Group 09 Dishwasher	11.90	12.43	12.97	13.24	13.51	13.76	14.01
Group 10 Helper/Server	11.80	12.34	12.90	13.16	13.42	13.67	13.92
Group 10a Cafeteria Aide	9.74	10.14	10.01	10.81	11.03	11.22	11.45
CLASSIFICATION D							
Group 11 Secretary	14.06	14.75	15.41	15.72	16.04	16.33	16.66
CLASSIFICATION E							
Group 12 Aides							
Group 12a Aides	11.94	12.43	12.97	13.24	13.51	13.76	14.01
Group 12b Library Aides	12.21	12.68	13.23	13.51	13.76	14.02	14.29
***Group 12c Library Asst.	13.94	14.40	14.97	15.23	15.49	15.75	16.17
CLASSIFICATION F							
Group 13 Bus Drivers							
13 Regular Run	41.23	43.51	45.65	46.53	47.44	48.33	49.30
13 Special Run/Downtime	11.42	11.98	12.57	12.84	13.09	13.32	13.58
**13 Career Center	29.80	31.26	32.83	33.48	34.14	34.79	35.46
CLASSIFICATION G							
*Group 14 Mechanic	17.14	18.00	18.86	19.25	19.62	20.00	20.37

*It is understood that the mechanic may perform maintenance work when there is no mechanic work available.

**When the Career Center and Alternative School are combined into one run, one half hour of downtime will be added to this rate.

APPENDIX B
GRIEVANCE REPORT FORM

Grass Lake Community Schools

Distribution of Form

- 1. Superintendent
- 2. Principal (in duplicate)
- 3. Association
- 4. Teacher

Grievance # _____

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>

STEP I

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance (including contract provisions applicable): ____

2. Relief Sought: _____

Signature *Date*

C. Disposition by Principal: _____

Signature *Date*

D. Position of Grievant and/or Association: _____

Signature *Date*

STEP II

A. Date received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Association: _____

Signature

Date

STEP III

A. Date submitted to arbitration: _____

B. Disposition and award of arbitrator: _____

Signature

Date

Appendix C 2007-08 Academic Calendar

Aug 28 Teacher Work Day / Professional Development Day
 Aug 29 Teacher Work Day / Professional Development Day
 Aug 30 Teacher Work Day / Professional Development Day

Aug 31 Labor Day Weekend - No School Staff and Students
 Sept 3 Labor Day – No School Staff and Students

Sept 4 First Day of School

Nov End of First Quarter
 Nov 22 – 23 Thanksgiving Break

Dec 24 through Jan 4 Winter Break

Jan 7 School Resumes
 Jan 21 Martin Luther King Day – No School for Students
 Staff Professional Development Day
 Jan 24 Half Day All Students - HS Exams, Records Day Afternoon for Teachers
 Jan 25 End of First Semester - Half Day K-12, High School Exams
 Records Day Afternoon for Teachers
 Feb 15 Half Day Staff and Students -- Begin Mid-Winter Break
 Feb 18 President's Day – No School for Staff and Students
 Mar 21 Good Friday – No School for Staff and Students
 Mar End of Third Quarter

Mar 31 through Apr 4 Spring Break – No School

Apr 7 School Resumes
 May Seniors' Last Day
 May 26 Memorial Day – No School
 May Baccalaureate
 May Senior Awards Night
 June Graduation
 June 2 Senior Class Awards Night
 June 5 Half Day K-12, High School Exams
 Records Day Afternoon
 June 6 End of Second Semester - Half Day K-12, High School Exams
 Records Day Afternoon

APPENDIX D

The following classes are offered through the Jackson Community College and can be used by a maintenance employee to achieve Maintenance I position. In addition to the classes listed here, other courses can be taken:

Heating, Cooling and Ventilation

Small Engine

Residential and Light Commercial Plumbing

Introduction to Electricity and Electronics

Industrial Electronics

Welding I

Welding II

APPENDIX E
EDUCATIONAL SUPPORT PERSONNEL APPRAISAL

NAME _____ APPRAISAL PERIOD _____

DEPARTMENT _____ POSITION _____

BUILDING _____ CLASSIFICATION _____

PROBATIONARY # _____ DATE _____ INTERIM DATE _____

YEARLY APPRAISAL # _____

I. JOB PERFORMANCE

			SATISFACTORY	CONDITIONAL	UNSATISFACTORY	NOT APPLICABLE
A.	Anticipating Work					
B.	Requiring Assignment Explanation					
C.	Completing Daily Assignments					
D.	Completing Special Assignments					
E.	Meeting Work Standards and Specifications					
F.	Attitude					
G.	Working With Others					
H.	Handling Schedules/Assignments					
I.	Accepting Instructions/Directions					
J.	Meeting/Dealing With Public					
K.	Meeting/Dealing With Students					
L.	OTHER:					

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