

130/97

MEMORANDUM

GRASS LAKE BOARD OF
EDUCATION

AND

JACKSON COUNTY
EDUCATION ASSOCIATION

MEMORANDUM

THE GRASS LAKE
EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

JULY 1, 1992 - JUNE 30, 1997

Grass Lake Community School

138/1

12.000 1000 1000
1000 1000 1000
1000 1000 1000

TABLE OF CONTENTS

ARTICLE I1

RECOGNITION.....	1
Definition of terms	1

ARTICLE II2

NEGOTIATION PROCEDURES	2
Demands and proposals	2
Special Conferences	2

ARTICLE III3

EMPLOYER RIGHTS.....	3
----------------------	---

ARTICLE IV3

ASSOCIATION RIGHTS	3
Association business	3
Association meetings	4
Inter-school mail	3
Proper credentials	3
School rooms.....	3

ARTICLE V4

AGENCY SHOP, DUES, AND PAYROLL DEDUCTIONS.....	4
Deduction of membership dues	4
Payroll deductions.....	5

ARTICLE VI5

EMPLOYEE RIGHTS AND PROTECTION	5
Dismissal, suspension.....	7
Employee's personnel file	6
Job Imprvmt. Target Sheet/Evaluations .	7
Just cause.....	6
Loss, damage, or destruction	5
Non-owner vehicle insurance	6
Personal property	6
Personal tools	6
Progressive discipline	6
Proven misconduct.....	6

Written reprimands	6
--------------------------	---

ARTICLE VII.....7

SENIORITY, LAYOFF, AND RECALL	7
Layoff.....	8
Probationary Period	8
Recall	9
Seniority	7
Seniority list	8
Two different classifications	8
Written notice of layoff.....	8

ARTICLE VIII10

VACANCIES, PROMOTIONS & TRANSFERS	10
Definitions	10
Filling Vacancies	10
Notices of vacancies.....	10

ARTICLE IX11

WORKING CONDITIONS	11
Bus Driver - General	15
Call Back.....	14
Charter run	17
Compensation for overtime	15
Custodial/Maintenance - General	17
Declining overtime or extra work	14
Extra runs	16
Hours.....	11
Jacket for each driver	16
Job hazard.....	15
Late call rotation list	16
Make-up days.....	14
Overtime and Extra Work	14
Safety	15
Snow Days.....	13
Summer Work Hour Guidelines.....	11
Uninterrupted break period	13
Uninterrupted lunch period	13
Work Assignments	14
Work day.....	12

ARTICLE X17

LEAVES OF ABSENCE.....	17
------------------------	----

STATE OF CALIFORNIA

IN SENATE
January 10, 1907
REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE
IN RESPONSE TO A
RESOLUTION PASSED BY THE
SENATE, MARCH 15, 1906,
RELATIVE TO THE
LANDS BELONGING TO THE
STATE OF CALIFORNIA

San Francisco: Published by the State Printer, 1907.
Price, 50 cents.

ALBION S. BROWN, Governor.
JAMES H. HANCOCK, Lieutenant Governor.
JAMES M. HANCOCK, Secretary of State.
JAMES M. HANCOCK, Treasurer.
JAMES M. HANCOCK, Controller.
JAMES M. HANCOCK, Auditor General.
JAMES M. HANCOCK, Superintendent of Public Instruction.
JAMES M. HANCOCK, Attorney General.
JAMES M. HANCOCK, State Engineer.
JAMES M. HANCOCK, State Geologist.
JAMES M. HANCOCK, State Mineralogist.
JAMES M. HANCOCK, State Botanist.
JAMES M. HANCOCK, State Zoologist.
JAMES M. HANCOCK, State Entomologist.
JAMES M. HANCOCK, State Pathologist.
JAMES M. HANCOCK, State Veterinarian.
JAMES M. HANCOCK, State Surgeon General.
JAMES M. HANCOCK, State Physician General.
JAMES M. HANCOCK, State Dentist General.
JAMES M. HANCOCK, State Pharmacist General.
JAMES M. HANCOCK, State Optician General.
JAMES M. HANCOCK, State Podiatrist General.
JAMES M. HANCOCK, State Oculist General.
JAMES M. HANCOCK, State Aurist General.
JAMES M. HANCOCK, State Otorhinolaryngologist General.
JAMES M. HANCOCK, State Dermatologist General.
JAMES M. HANCOCK, State Gynecologist General.
JAMES M. HANCOCK, State Obstetrician General.
JAMES M. HANCOCK, State Pediatrician General.
JAMES M. HANCOCK, State Geriatrician General.
JAMES M. HANCOCK, State Gerontologist General.
JAMES M. HANCOCK, State Geropsychiatrist General.
JAMES M. HANCOCK, State Geropsychologist General.
JAMES M. HANCOCK, State Geropsychiatrist General.
JAMES M. HANCOCK, State Geropsychologist General.

ALBION S. BROWN, Governor.
JAMES H. HANCOCK, Lieutenant Governor.
JAMES M. HANCOCK, Secretary of State.
JAMES M. HANCOCK, Treasurer.
JAMES M. HANCOCK, Controller.
JAMES M. HANCOCK, Auditor General.
JAMES M. HANCOCK, Superintendent of Public Instruction.
JAMES M. HANCOCK, Attorney General.
JAMES M. HANCOCK, State Engineer.
JAMES M. HANCOCK, State Geologist.
JAMES M. HANCOCK, State Mineralogist.
JAMES M. HANCOCK, State Botanist.
JAMES M. HANCOCK, State Zoologist.
JAMES M. HANCOCK, State Entomologist.
JAMES M. HANCOCK, State Pathologist.
JAMES M. HANCOCK, State Veterinarian.
JAMES M. HANCOCK, State Surgeon General.
JAMES M. HANCOCK, State Physician General.
JAMES M. HANCOCK, State Dentist General.
JAMES M. HANCOCK, State Pharmacist General.
JAMES M. HANCOCK, State Optician General.
JAMES M. HANCOCK, State Podiatrist General.
JAMES M. HANCOCK, State Oculist General.
JAMES M. HANCOCK, State Aurist General.
JAMES M. HANCOCK, State Otorhinolaryngologist General.
JAMES M. HANCOCK, State Dermatologist General.
JAMES M. HANCOCK, State Gynecologist General.
JAMES M. HANCOCK, State Obstetrician General.
JAMES M. HANCOCK, State Pediatrician General.
JAMES M. HANCOCK, State Geriatrician General.
JAMES M. HANCOCK, State Gerontologist General.
JAMES M. HANCOCK, State Geropsychiatrist General.
JAMES M. HANCOCK, State Geropsychologist General.
JAMES M. HANCOCK, State Geropsychiatrist General.
JAMES M. HANCOCK, State Geropsychologist General.



Attendance at Conferences	19
Bonus	18
Court Appearances	19
Critical illness	17
Death in the immediate family	18
Disability Leave	21
Jury Service	19
Medical/Dental Appointments	18
Notification of leave for funeral/death ..	18
Other Leaves	21
Paid Leaves	17
Personal Business	20
Personal illness or disability	17
Physician's statement	18
Sick Leave	17
Unpaid Leaves	20
Worker's Compensation	19
ARTICLE XI	22
HOLIDAYS AND VACATIONS	22
Holidays	22
Vacations	23
ARTICLE XII	24
COMPENSATION	24
Blue Cross Blue Shield	25
Bus Drivers - Overnight Trips	24
Delta Dental Insurance	26
Health or medical examination	24
Insurance	25
Life insurance policy	26
Meals	24
MESSA Vision Insurance	26
Personal vehicle	24
Time and one-half	24
ARTICLE XIII	26
GRIEVANCE PROCEDURE	26
Appeal of Discharge or Suspension	29
Level Four	28
Level One	27
Level Three	28
Level Two	27
Reasonable released time	27
Rights to Representation	29
Time limits	26
ARTICLE XIV	29
GENERAL PROVISIONS	29
Benefits for new employees	30
Commitments between both parties	29

Copies of this Agreement	30
Mandates	31
Medically fragile students	30
Public Act 379	30
School Improvement	30
Site-Based Decision Making	30

ARTICLE XV **31**

DURATION OF AGREEMENT	31
------------------------------------	-----------

APPENDIX A **32**

WAGE SCHEDULE	
1994-1995 Salary Schedule	32
1995-1996 Salary Schedule	33
1996-1997 Salary Schedule	34

APPENDIX B **35**

GRIEVANCE REPORT FORM

APPENDIX C **37**

JCC CLASSES MAINTENANCE I
POSITION

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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 twenty (20) 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 (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 Affiliates' Association. 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 agenda at least one (1) calendar week prior to such meeting. The discussions at such special conferences shall be limited to the times 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 Unit 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 Unit 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 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. Said employee may authorize payroll deduction for deduction for such fee in the same manner as provided in Paragraph A-1 above.

B. All employees, new to the district, shall be informed of the above requirement prior to being offered employment in the district.

C. 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.

- D. 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 MEFSA options
 4. PAC
 5. Comerica Bank-Jackson
- E. Subject to this Article, an employee who has failed to maintain membership or pay the agency shop fee in "A. 2" above, shall, within twenty (20) calendar days following receipt of a written demand from the Association requesting his/her discharge, be discharged if, during such period, the required dues and assessments or agency shop fee have not been tendered. In the event the Employer acting on request of the Association, discharges or attempts to discharge an employee at the Association's request where the Association has been paid the employee's dues and assessments or agency shop fee, the Association shall indemnify the Employer against any and all claims, suits or other forms of liability that shall arise out of the action taken by the Employer for the purpose of complying with this section unless the Association's erroneous request was the result of information supplied by the Employer.

ARTICLE VI 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. 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. 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. 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. 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.

F. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause except as provided in Article VIII. Disciplining or reprimanding shall be done in private except as provided in paragraph E of this Article.

G. 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.

H. Employees believing that material being placed in their personnel file is false or incorrect may register a complaint through the grievance procedure, provided employees may not grieve the subjective assessment of their performance as expressed in a written evaluation.

- I. 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.

J. 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 which precipitates said action.

K. 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. Causes deemed sufficient for dismissal, suspension and/or other disciplinary action shall include, but are not limited to the following:

1. Being in possession of alcoholic beverages or controlled substances on school property.
2. Drunkenness.
3. Use of controlled substances.
4. Dishonesty.
5. Taking an unauthorized leave of absence.
6. Falsification of documents.
7. Insubordination.
8. Absence from work without notifying the supervisor.
9. Willful violation of adopted Board's policy and rules.
10. Failure to make necessary improvements when placed on a Job Improvement Target Plan.

L. Job Improvement Target Sheet/Evaluations. The Employer is committed to facilitating all employees to become as efficient and as productive as possible. Positive reinforcement and the necessary corrective actions will be shared with employees to further this goal. Annual evaluations of employees are encouraged so that true self-improvement can occur.

ARTICLE VII 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. Present employees shall be placed on the seniority list according to the date indicated on the lists dated January 12, 1977. For future employees, 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. An employee who is concurrently working in two different classifications shall only accrue and hold seniority in the major classification. The major classification shall be that classification in which said employee works the most number of hours.

5. Probationary Period

- a. All new employees shall be probationary employees for the first seventy-five (75) calendar days since their most recent date of hire. The seventy-five (75) calendar days 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 completing 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 seventy-five (75) calendar 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 fourteen (14) 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 fourteen (14) calendar days prior to the normal start of school. Prior to those fourteen (14) 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 VIII
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. Notices of vacancies to be filled or newly created positions shall be delivered to the employees or sent to the Unit Chairperson if school is not in session 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) day working 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 normal. 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. 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



950 West Monroe Street, Suite 700, Jackson, Michigan 49202
517/787-4543 • 517/787-4545 (Fax)

Letter of Agreement

The Jackson County Education Association/Grass Lake ESP, hereafter referred to as the Association, and Grass Lake Community Schools, hereafter referred to as the District, agree to the resolution of the substitute pay grievance as follows:

1. Amend the first paragraph of Article XII.K of the Master Agreement by substitution:

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 vacancy. 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.

It is understood that the exact pay rate for the individual will depend on his/her current step placement and other relevant contract provisions, specifically Article VIII. D.2.

2. The District will reimburse greivants Diane Memmer and Linda Carmoney for their time subbed per #1, above.
3. The Association withdraws the grievance without prejudice.

Roger Perry
Roger Perry, JCEA president

6/20/95
date:

Dena A. Dardzinski
Dena Dardzinski, superintendent

June 23, 1995
date:

cur

1911

Journal of the ...

The ...

The ...

The ...

The ...

The ...

The ...

The ...

The ...

The ...

The ...

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. 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. 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 IX 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 working supervisor is in place to monitor projects and work.

- (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) All employees must agree to work the same hours.
- (7) Vacations must be coordinated so that building coverage is insured.
- (8) 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 #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 up to 205 working days. Days requested beyond the 205 days will be at the secretary's option and can be refused.
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.
 5. The Employer may alter an employee's shift 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 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. 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 to eat lunch during their work day. This shall be a paid lunch and said employees shall be allowed to eat the school lunch at no 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. 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 and aides are not required to report for work and shall be paid their normal daily rate. 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. Maintainers 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.

- 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. 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.
 - 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.
 - b. 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. 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

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. Cafeteria employees shall be provided two (2) smocks or aprons or one (1) of each effective with the 1990-91 school year. If needed, 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 effective with the 1990-91 school year. If needed, one (1) item shall be replaced each year.

3. The employee shall notify the Employer in writing of any job 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 to the employee. 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. 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. 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. 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. 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 "3. c" and "4. B" Work Assignment.
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.
 - 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 fifty (\$50.00) dollars 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.

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.
2. Employees shall not be required to furnish their own tools, equipment, etc.

**ARTICLE X
LEAVES OF ABSENCE**

A. Paid Leaves

Sick Leave

1. 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 (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. Critical illness to the immediate family (spouse, children, parents, parents-in-law, brothers and sisters, grandchildren, and grand-parents) for a maximum of five (5) days per school year.
 - 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 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 year shall receive a one hundred (\$100.00) dollar bonus.

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. 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.

Jury Service

1. Employees who serve one-half (1/2) day or less on jury service shall be expected to work half of their shift, if possible. Said employees shall be paid the difference between the jury duty service pay and the employees' regular daily wages.
2. 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.
3. 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.

Court Appearances

1. 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.

Attendance at Conferences

1. 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.

Worker's Compensation

1. 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.

Personal Business

1. 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. 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.

Conditions

1. 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 an efficient operation of the schools, employees on leave must notify the Employer in writing by the last day of their leave of their intent to return to work. Failure to notify shall be deemed conclusive evidence of resignation.

Disability Leave

- 1. 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.

Other Leaves

- 1. 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 six (6) weeks or less shall be returned to his/her former position.
- 2. The employee returning from a leave longer than six (6) 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 VII 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 XI 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, Good Friday, Memorial Day, and Independence Day.

Secretaries, food service personnel, aides and bus drivers shall have the following days off with pay: Thanksgiving, Good Friday 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.

All employees, except bus drivers, shall have President's Day off with pay.

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.
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 XII
COMPENSATION**

- A. Employees shall be compensated in accordance with Appendix A.
- B. 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 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.
- C. 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. An employee using his/her personal vehicle at the request of the Employer shall be compensated at the IRS rate per mile. *3.0*
- 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. 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. Bus drivers will be paid for meals upon submission of receipts not to exceed breakfast at \$3.50, lunch at \$4.00 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. 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.
- I. 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.
- J. 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.

- K. Anytime a member of the bargaining unit does work in a position for an absent employee, which is higher paid than their regular position, their hourly rate will be adjusted so that it is equal to the pay of the employee that they are replacing but it is their 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 shall only be paid at the higher rate if requested to do the work by the administration.

- L. 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.

Insurance

1. The Employer will pay for all cooks, head cooks, custodians, head custodians, maintenance, aides, secretaries and anyone working six (6) hours or more the premium for Blue Cross Blue Shield of Michigan coverage: Comprehensive Hospital, Semi-Private, with riders: D45NM, OPC, CC, XF; MVF-2, with riders: ML, FAE-RC, VST, Reciprocity, S.A.T.-2, DC, SD, SF; Prescription Drugs with \$.50 Co-Pay; Master Medical Option-4, with Rider: MMC-PD; COB-2, Reciprocity for a full twelve (12) month period for the employee and his/her family.

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 Unit 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

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

- 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

- 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

- 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 eight (8) days from the decision of the Superintendent or the expiration of the deadline for the decision; provided, the parties shall meet during said eight (8) 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.
- 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 XIV
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. The Board agrees to bargain the issues dealing with medically fragile students in a Least Restrictive Environment (LRE) after the finalization of the guidelines being developed by the JCISD and the JCEA.
- F. 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.
- G. 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).
- H. Site-Based Decision Making/School Improvement. Neither a school improvement committee established as a result of 1990 PA 25 nor site-based decision making pursuant to Section 1202a of the School Code, shall have authority to modify this Agreement, unless mutually agreed.

Any school improvement committee or site-based decision making participation beyond the established workday and the exceptions to the established workday as provided in this contract shall be voluntary.

* I. Benefits for new employees:

<i>Move to Benefits sections</i>	0 - 24	0%
	25 - 29	50%
	30 - 34	75%
	35 - 40	100%

It is not the intent of the Board to keep people at part-time to avoid benefits.

- J. 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.

ARTICLE XV
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1994 and shall continue in effect until June 30, 1997. 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.

ASSOCIATION

BOARD OF EDUCATION

President, Grass Lake ESP

President

Date: _____

Date: _____

Secretary, Grass Lake ESP

Secretary

Date: _____

Date: _____

Roger F. Perry
JCEA President

Date: _____

APPENDIX A
WAGE SCHEDULE
1994 - 1995

	Step 1 (1 year or less)	Step 2 (after 1 year)	Step 3 (after 2 years)	Step 4 (after 8 years)	Step 5 (after 15 years)
Classification A					
Group 01 Maintenance	11.73	12.36	12.98	13.11	13.22
Group 02 Maintenance	9.89	10.39	10.92	11.03	11.17
Group 03 Maintenance	9.42	9.90	10.39	10.52	10.64
Classification B					
Group 05 Head Custodian	10.61	11.17	11.72	11.85	11.98
Group 06 Custodian	10.13	10.65	11.20	11.30	11.43
Classification C					
Group 07 Head Cook	9.65	10.15	10.65	10.78	10.91
Group 08 Cook	8.60	9.04	9.50	9.62	9.74
Group 09 Dishwasher	7.87	8.25	8.67	8.80	8.92
Group 10 Helper/Server	7.79	8.20	8.60	8.73	8.85
Group 10.5 Cafeteria Aide	6.26	6.57	6.90	7.03	7.14
Classification D					
Group 11 Secretary	9.47	9.95	10.46	10.59	10.70
Classification E					
Group 12 Aides	7.87	8.25	8.67	8.80	8.92
Classification F					
Group 13 Bus Drivers					
Regular Run	27.39	28.97	30.42	30.67	30.92
Special Run/Downtime	7.79	8.20	8.60	8.73	8.85
Kindergarten	18.75	19.73	20.70	20.94	21.19
**Career Center	20.30	21.36	22.42	22.67	22.92
Classification G					
*Group 14 Mechanic	11.73	12.36	12.98	13.11	13.22

*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.

+ 2.97%
Increase

**APPENDIX A
WAGE SCHEDULE
1995 - 1996**

	Step 1 (1 year or less)	Step 2 (after 1 year)	Step 3 (after 2 years)	Step 4 (after 8 years)	Step 5 (after 15 years)
Classification A					
Group 01 Maintenance	12.07	12.72	13.36	13.49	13.60
Group 02 Maintenance	10.18	10.69	11.24	11.35	11.49
Group 03 Maintenance	9.69	10.19	10.69	10.83	10.95
Classification B					
Group 05 Head Custodian	10.92	11.49	12.06	12.19	12.33
Group 06 Custodian	10.42	10.96	11.52	11.63	11.76
Classification C					
Group 07 Head Cook	9.93	10.44	10.96	11.09	11.23
Group 08 Cook	8.85	9.30	9.76	9.90	10.02
Group 09 Dishwasher	8.10	8.49	8.92	9.06	9.18
Group 10 Helper/Server	8.02	8.44	8.85	8.98	9.11
Group 10.5 Cafeteria Aide	6.44	6.76	7.10	7.23	7.35
Classification D					
Group 11 Secretary	9.74	10.24	10.76	10.90	11.01
Classification E					
Group 12 Aides	8.10	8.49	8.92	9.06	9.18
Classification F					
Group 13 Bus Drivers					
Regular Run	28.18	29.81	31.30	31.56	31.82
Special Run/Downtime	8.02	8.44	8.85	8.98	9.11
Kindergarten	19.29	20.30	21.30	21.55	21.80
**Career Center	20.89	21.98	23.07	23.33	23.58
Classification G					
*Group 14 Mechanic	12.07	12.72	13.36	13.49	13.60

*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.

2.9%
Increase

APPENDIX A
WAGE SCHEDULE
1996 - 1997

96-97
Field Trip
11.51 / hr
1.00 mile
Driver
Bus

	Step 1 (1 year or less)	Step 2 (after 1 year)	Step 3 (after 2 years)	Step 4 (after 8 years)	Step 5 (after 15 years)
Classification A					
Group 01 Maintenance	12.42	13.09	13.75	13.88	13.99
Group 02 Maintenance	10.48	11.00	11.57	11.68	11.82
Group 03 Maintenance	9.97	10.49	11.00	11.14	11.27
Classification B					
Group 05 Head Custodian	11.24	11.82	12.40	12.54	12.69
Group 06 Custodian	10.72	11.28	11.85	11.97	12.10
Classification C					
Group 07 Head Cook	10.22	10.74	11.28	11.41	11.56
Group 08 Cook	9.11	9.57	10.04	10.19	10.31
Group 09 Dishwasher	8.33	8.74	9.18	9.32	9.45
Group 10 Helper/Server	8.25	8.68	9.11	9.24	9.37
Group 10.5 Cafeteria Aide	6.63	6.96	7.31	7.44	7.56
Classification D					
Group 11 Secretary	10.02	10.54	11.07	11.22	11.33
Classification E					
Group 12 Aides	8.38	8.74	9.18	9.32	9.45
Classification F					
Group 13 Bus Drivers					
Regular Run	29.00	30.67	32.21	32.48	32.74
Special Run/Downtime	8.25	8.68	9.11	9.24	9.37
Kindergarten	19.85	20.89	21.92	22.17	22.43
**Career Center	21.50	22.62	23.74	24.01	24.26
Classification G					
*Group 14 Mechanic	12.42	13.09	13.75	13.88	13.99

*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.

STEP II

- A. Date received by Superintendent or Designee: _____
- B. Disposition of Superintendent or Designee: _____

Signature *Date*

- C. Position of Superintendent or Designee: _____

Signature *Date*

STEP III

- A. Date submitted to arbitration: _____
- B. Disposition and award of arbitrator: _____

Signature *Date*

APPENDIX D

The following classes are offered under the Jackson Community College and can be used by a maintainer 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

STANDARD

The following information is for your information only. It is not intended to be used as a basis for any action.

Standard of the American Society of Mechanical Engineers

ASME

Standard for the Design of Pressure Vessels

Section VIII, Division 1

1989 Edition

ASME B31.3

1992 Edition

ASME B31.3

