

MASTER AGREEMENT

between

**Michigan Center Board
of Education**

and

**Jackson County
Education Association**

and its affiliate

**Michigan Center
Educational Support
Personnel Association**

1996 - 1999

Michigan Center Schools

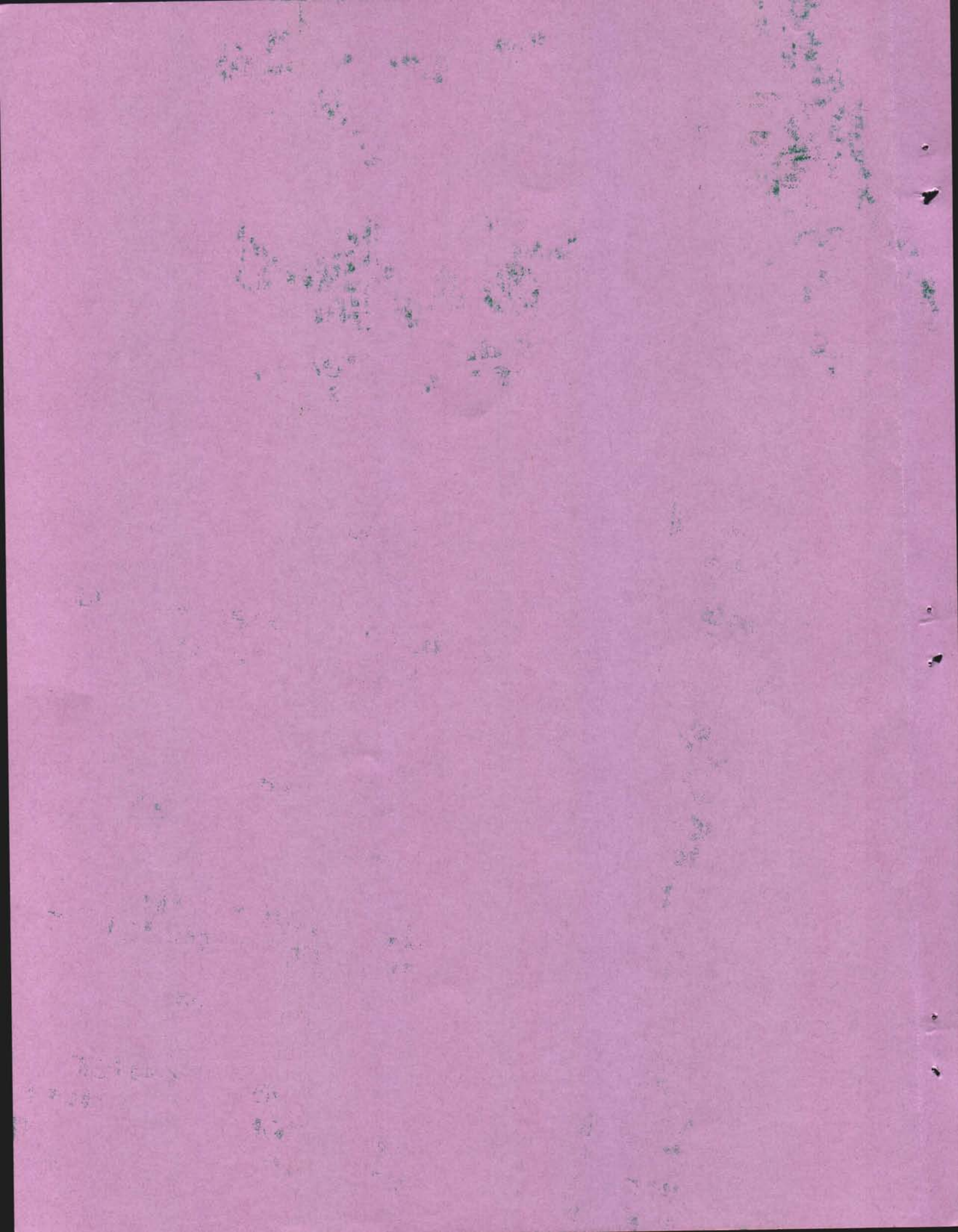


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AGREEMENT

This Agreement is made this 13th day of August, 1996, by and between the Michigan Center Public Schools (hereinafter called the "Employer") and the Jackson County Education Association, MEA/NEA (hereinafter called the "Association").

ARTICLE I - RECOGNITION

Section A. Scope. Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the term of this Agreement, of the following described employees of the Employer:

All regular full-time and part-time food service employees and all regular full-time and part-time aides, excluding supervisors.

Section B. Definitions. The term "*employee*" when used hereafter in this Agreement shall refer only to members of the bargaining unit. The term "*full-time employee*" shall mean an employee who is regularly scheduled to work at least fourteen hundred (1,400) hours a year on a permanent basis. The term "*regular part-time employee*" shall mean an employee who is regularly scheduled to work less than fourteen hundred (1,400) hours per year. The term "*regularly scheduled*" shall mean an employee who works more than nine (9) consecutive weeks in any school year. The term "*days*", unless otherwise indicated, shall mean working days.

ARTICLE II - MANAGEMENT RIGHTS

Nothing in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management unless otherwise expressly provided herein, and all management rights are reserved, and the Association hereby recognizes that the Employer has sole responsibility and authority over the matters concerning management and operations of all property, facilities and activities of the Employer not herein specifically modified, including but not limited to making rules and regulations; determining the number and location or relocation of schools or other facilities or departments, the amount and nature of supervision, and the type and amount of equipment to be used; selecting and directing the work force, including the right to hire, and to discipline for just cause, determining the number of hours to be worked, including overtime, the right to layoff employees from duty because of lack of work or for other legitimate reasons, and to schedule work; the right to sell, lease or otherwise dispose of school buildings and other facilities; the right to liquidate or to annex all or part of another school district or be annexed by or consolidated with another school district, or take any other action not inconsistent with the specific language of this Agreement.

ARTICLE III - ASSOCIATION RIGHTS

Section A. Rights

1. The private and personal life of an employee is not within the appropriate concern of the Employer unless it adversely affects students or the employee's performance of his/her duties.
2. To the extent prohibited by law, the Employer and the Association agree that, for the duration of this Agreement, neither shall discriminate against any employee or applicant for employment because of his/her religion, race, color, national origin, age, sex, height, weight, marital status, handicap, or political belief, nor shall the Employer, nor the Association, its agents or members, to the extent prohibited by law, discriminate against any employee or applicant for employment because of his/her membership or non-membership in the Association.

Section B. Discipline. No employee who has completed the probationary period shall be disciplined or discharged without just cause. The term "*discipline*" includes verbal and written warnings; verbal and written reprimands; suspensions with or without pay; and discharges. Discipline shall be administered progressively. However, the District may bypass progressive discipline steps if the District shows that the offense warrants it. A probationary employee may be disciplined or discharged at the sole discretion of the Employer and shall not have recourse to the grievance procedure. An adverse evaluation of an employee's performance shall not be considered disciplinary action and shall not be subject to the grievance procedure.

Section C. Representation. Any employee who is being disciplined shall be entitled to have an Association representative present if the employee so requests and a representative is reasonably available.

Section D. Personnel File. To the extent prohibited by law, an employee's personnel file shall not be disclosed without prior approval of the employee. To the extent permitted by law, an employee shall have the right upon request to review the contents of his/her personnel file. A representative of the Association may accompany the employee during such review. No material will be placed in a bargaining unit member's school personnel file without prior notice of such given to the bargaining unit member. All adverse material shall be removed from the personnel file two (2) years after issuance upon the employee's written request.

Section E. Assault.

1. Any case of assault upon a member by an employee shall be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.

2. If any employee is complained against or sued by reason of disciplinary action taken by the employee against a student, the Board will offer the services of its attorney to provide initial legal advice to the employee. Such advice shall not include representation or defense in any civil or criminal proceeding brought by or against the employee.

ARTICLE IV - AGENCY SHOP

Section A. Joining the Association. In accordance with the terms of this Article, each bargaining unit member within thirty (30) days of employment shall, as a condition of employment, join the Association or pay a service fee to the Association.

Section B. Association Members. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.

Section C. Service Fee Payers. Bargaining unit members not joining the Association shall pay a service fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

Section D. Non-Payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

Should such involuntary payroll deduction become legally disallowed, the employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

Section E. Payroll Deduction. Upon written authorization by a bargaining unit member or pursuant to Section D, the employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year, except for the pay period covering the Christmas break. Monies so deducted will be transmitted to the Association, or its designee, no later than twenty (20) days following each deduction.

Section F. Hold Harmless. Except in cases where the Board has refused to deduct dues and assessments or fails to terminate an employee as required by this Article, the Association will indemnify and hold the Board harmless from any and all claims, damages, liabilities, costs and expenses, including court costs and attorney fees, arising out of the deduction of dues and assessments or the termination of an employee as provided in Section D above.

ARTICLE V - GRIEVANCE PROCEDURE

Section A. Definitions.

1. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.
2. Days shall mean working days unless otherwise indicated.

Section B. Procedure. All grievances shall be presented for adjustment and handled in accordance with the following procedure:

Step 1. Any employee who believes he or she has a grievance must submit the grievance orally to his or her immediate supervisor within five (5) days after the employee has knowledge of the grievance, or within five days (5) after the employee reasonably should have had knowledge of the grievance. A representative of the Association may be present at such a meeting. The supervisor shall render his or her verbal decision within twenty-four (24) hours after the grievance is submitted.

Step 2. If the grievance is not settled in *Step 1*, it shall be reduced to writing, state the facts upon which it is based and when they occurred, specify the section of the Agreement which is alleged to have been violated and the relief sought, be signed by the grieving employee and an Association representative, and be submitted to the immediate supervisor or his/her designee and the building principal, if not the immediate supervisor, within ten (10) days after the employee has knowledge of the grievance, or within ten (10) days after the employee reasonably should have had knowledge of the grievance. The supervisor shall make a written reply within five (5) days after receipt of the written grievance.

Step 3. (a) If the grievance is not settled in *Step 2*, the Association may submit a written request for a meeting with the Superintendent or his/her designee, which request shall be made within five (5) days after the Association's receipt of the *Step 2* decision. The grievance report form (Appendix B) shall serve as such written request and shall be submitted by the Association to the Superintendent. The Superintendent or his/her designee and the Association representative, together with such additional

representatives as either party may desire, shall meet and discuss the grievance within five (5) days after the grievance is presented at this step. The Superintendent or his/her designee shall give a written answer to the Association within five (5) days after the date of such meeting.

- (b) If the grievance is denied by the Superintendent or his/her designee and no agreement is reached, the grievance shall be submitted to the Secretary of the Board by the Association within five (5) days after the disposition by the Superintendent or his/her representative.

The right to a Board level hearing is restricted to those issues which are subject to a closed session review under the Michigan Open Meetings Act and then, only where the grievant requests a closed session.

- (c) The Board, no later than at its next regular meeting or ten (10) days, whichever shall be later, may hold a meeting on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter.

Step 4. If the grievance is not settled in *Step 3*, the Association may within ten (10) days after the employer's *Step 3* decision, appeal the grievance to the Board of Education. The Board will hear the appeal at its next regularly scheduled meeting, or at a meeting scheduled with the mutual consent of the parties. The Board of Education will give its written answer to the Association within ten (10) days after the meeting.

Step 5. If the grievance is not settled in *Step 4*, the Association may within twenty (20) days after the Employer's *Step 4* decision, submit the grievance to binding arbitration in accordance with the American Arbitration Association's Voluntary Labor Arbitrator's Rules. The arbitrator shall have no power or authority:

- (a) to alter, add to, subtract from, or disregard the expressed terms of this Agreement;
- (b) to substitute his/her judgment for that of the Employer or Association as to the reasonableness of the provisions of this Agreement;
- (c) to rule on an issue excluded from the grievance procedure or arbitration by the terms hereof;
- (d) to award damages other than back pay; or
- (e) to interpret law or issue a ruling on a subject where there is a procedure under law for such relief.

The arbitrator's decision shall be final and binding upon the Association, its members, the employee or employees involved, and the Employer. The expense and fees of the arbitrator shall be paid by the losing party.

Section C. Time Periods. The time periods of the grievance procedure shall exclude weekends and holidays and may be extended only by mutual agreement between the Employer and the Association. During the summer break, days shall be treated as normal work days unless a holiday or weekend. In the event the Association does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure.

ARTICLE VI - CONTINUITY OF OPERATIONS

Section A. Both parties recognize the desirability of continuous and uninterrupted operation of school programs and the avoidance of disputes which threaten to interfere with such operations. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage or assist in any strike including a sympathy strike, as said term is defined by the Public Employment Relations Act. The Employer agrees that during the life of this Agreement there will be no lock-outs.

Section B. Both parties also agree that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

ARTICLE VII - WORKING CONDITIONS

Section A. Supervision. Employees shall at all times be kept informed of the following:

1. Their immediate supervisor;
2. The person whom they should notify in case of illness, accident, etc.; and
3. The person in charge of the employee's work area or building when the employee's immediate supervisor is physically absent from such work area or building.

Section B. Facilities. The Employer shall provide adequate rest areas, lounges and restrooms for employee use. Existing facilities on the ratification date of this Agreement shall be considered adequate.

Section C. Safety. Employees shall not be required to work under conditions which pose an imminent threat to their health, safety or well-being. The Employer will provide for such employee protective devices and equipment as required by applicable laws and regulations including OSHA and MIOSH.

In the event an employee is concerned regarding an alleged job hazard, the immediate supervisor shall be notified in writing of same. The supervisor shall investigate such condition and within five (5) days notify the employee of his/her finding and what action will be taken, if any.

ARTICLE VIII - JOB DESCRIPTIONS

Section A. Procedures.

1. The Employer shall develop a written job description for each classification, to be reviewed by the Association.
2. Copies shall be attached to this Agreement as Appendix C.
3. A committee comprised of equal members of the Association and representatives of the Employer shall meet to discuss changes in the job descriptions.
4. Each job description shall include as a minimum
 - a. Title of Classification
 - b. Qualifications
 - c. Primary duties and responsibilities.

ARTICLE IX - SENIORITY

Section A. Definitions. All employees shall hold dual seniority dates. For certain purposes as specifically set forth herein, "*unit seniority*" shall be defined as an employee's length of continuous employment with the Employer since his/her last hiring date. "*Last hiring date*" shall mean the date upon which the employee first reported for work at the instruction of the Employer since which he/she has not quit, retired or been discharged. For certain other purposes as specifically set forth herein, "*department seniority*" shall be defined as an employee's length of continuous employment with the Employer since his/her last appointment date. "*Last appointment date*" shall mean the date upon which the employee first reported for work in his/her department since which he/she has not quit, retired or been discharged or permanently transferred to another department. "*Department*" shall mean either (a) food service department, (b) aide department, or (c) child care aide. No time shall be deducted from an employee's seniority due to absence occasioned by authorized leaves of absence or vacations, but employees shall not accrue unit or department seniority during unpaid leaves of absence after twelve (12) weeks or during layoff.

An employee shall hold departmental seniority for each department in which the employee is currently working. Employees who change departments shall hold inactive seniority in their previously assigned department for a period of five (5) years after the change. Inactive seniority shall only be used for the purpose of layoff and recall.

Section B. Probationary Period. All new employees shall be probationary employees until they have completed sixty (60) working days of service, exclusive of any unpaid leaves or layoffs. Should a probationary employee be laid off, his/her probationary period will resume from the point of layoff and continue until the sixty (60) working day probationary period has been completed. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which qualify him/her for regular employee status. Before the completion of the probationary period, the employee will be evaluated in writing by the Employer. Should such an evaluation be unsatisfactory, the probationary employee will be notified in writing of those areas needing improvement and provided specific recommendations for improvement. At the end of the probationary period, both parties may mutually agree to extend the probationary period for another thirty (30) working days in order to give the employee a further opportunity to display the abilities and attributes which qualify him/her for regular employee status. The Employer will provide specific recommendations for performance to the employee. During the probationary period, the employee shall be represented by the Association for all purposes, except the employee shall have no seniority status, may be terminated in the sole discretion of the Employer and the termination of such employee shall not be subject to the grievance procedure. Upon the successful conclusion of his/her probationary period, the employee's name shall be added to the seniority list as of his/her last hiring date.

Section C. Seniority List. The Employer will maintain an up-to-date seniority list showing the seniority of each employee. A copy of the seniority list will be posted on the appropriate bulletin boards each twelve (12) months. The names of all employees who have completed their probationary periods shall be listed on the seniority list, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, or same last appointment date, their position on the seniority list shall be determined by casting lots. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

Section D. Termination of Seniority. An employee's seniority and employment shall terminate:

1. If he or she quits, retires, or is discharged.
2. If following a layoff he/she fails or refuses to return to work on the date specified in the recall notice unless he/she presents an excuse acceptable to the Employer.
3. If he/she is laid off for a period of time equal to his/her accumulated seniority at the time of layoff or two (2) years whichever is shorter.

4. If he/she is absent from work for two (2) consecutive working days without notifying the Employer, unless he/she presents an excuse acceptable to the Employer.

Section E. Transfers outside the Bargaining Unit. When a bargaining unit employee is promoted or transferred by the employer to a job with the Employer outside the bargaining unit, the employee shall cease to accrue seniority and shall lose all accrued seniority if he/she is not returned to the bargaining unit within six (6) months.

ARTICLE X - VACANCIES AND TRANSFERS

Section A. Definition of Vacancy. A vacancy shall be defined as a newly created position or a present position that is not filled. An eliminated position shall not be considered a vacancy.

Section B. Posting. All vacancies shall be posted in a conspicuous place in each building of the school district for a period of five (5) work days. Each position shall contain the following information:

- (a) Type of work;
- (b) Rate of pay;
- (c) Classification;
- (d) Minimum requirements or special qualifications, if any.

Copies of postings will be sent to the local Association President prior to posting. Interested employees may apply in writing to the Superintendent or his/her designee within the five (5) day posting period. A vacant position may be filled on a temporary basis for a maximum of thirty (30) working days. After that time, the position shall be posted. A posted position may be filled on a temporary basis until it is filled.

Section C. Filling Vacancies. Vacancies shall be filled with the most senior applicant within the affected classification. Should no bargaining unit member from the affected classification apply, the vacancy shall then be filled by the most senior qualified applicant from another classification. Should no bargaining unit members apply, either from within or outside of the affected classification, the District may seek applicants from outside of the bargaining unit. The Employer shall give due weight to the qualifications of all applicants and other relevant factors in filling vacancies, but where the qualifications of two (2) or more applicants meet the required qualifications for the position as determined by the Employer (as specified in the job description), preference shall be given to the senior applicant. The decision of the Employer as to the filling of vacancies shall be final.

Section D. Notification. The Employer shall make known its decision as to which applicant has been selected to fill a posted position. Such notification shall be made in writing within ten (10) working days to each applicant.

Section E. Trial Period. In the event of a transfer or move to a new classification, the trial period shall be up to fifteen (15) working days. The trial period is not a training period, but is for the purpose of giving the employee an opportunity to show his/her ability to perform the new job. During the trial period the Employer shall have the right to retransfer the employee if he/she does not have the ability to perform the job and the employee shall have the right to revert to his/her former classification. The Employer will give the promoted or transferred employee reasonable assistance in performing up to Employer standards on the new job.

Section F. Temporary Transfers. The Employer shall have the right to transfer employees from one job classification or assignment to another to substitute for employees who are absent from work due to illness, accident, vacations, or leaves of absence for the period of such absence and to fill temporary jobs or temporary vacancies subject to the employee's seniority and acceptance. When the absence exceeds five (5) working days, the immediate supervisor will offer the temporary vacancy to qualified employees on a seniority basis. Any employee so transferred for more than two (2) consecutive days, shall be paid the regular rate for that classification or the employee's regular rate, whichever is greater.

Section G. Additional Work.

1. Food Service and Aides: Whenever additional hours are available, either during or outside the school day, such hours will be offered on a rotating seniority basis to qualified employees.
2. Child Care: Whenever additional non-scheduled hours are available, either during or outside the school day, such hours will be offered on a rotating seniority basis to qualified employees. The employee will be paid \$5.00 for every fifteen (15) minutes over his/her scheduled time that the employee works after closing when children are still present. If no qualified employee accepts the additional hours, the least senior person will be required to work.

ARTICLE XI - LAYOFF AND RECALL

Section A. Definition. For purposes of this provision, a layoff shall be defined as a reduction in the work force as determined by the Employer.

Section B. Notice of Layoff. No employee shall be permanently laid off unless the employee shall have been notified of the layoff at least thirty (30) calendar days prior to the effective date of the layoff. An employee may be temporarily laid off for up to thirty (30) calendar days with at least twenty-four (24) hours written notice.

Section C. Layoff Procedure. In the event of a layoff, the Employer shall first lay off probationary employees in the affected classification. In no case shall a new employee be employed by the Employer while there are laid off bargaining unit members who are qualified for a vacant or newly created position. In the event further layoffs beyond probationary employees are necessary, employees with seniority in the affected classifications shall be laid off in the inverse order of their departmental seniority. Any laid off employee with seniority shall have the right to exercise his/her seniority to bump the less senior employee in any other equal or lower classification within his/her department having less departmental seniority, provided the senior employee is qualified and has the ability to perform the work as determined by the Employer. An employee must exercise his/her right to bump by written notice to the Superintendent or his/her designee within three (3) work days after receipt of a layoff notice.

Laid-off employees who hold seniority in a department other than the department from which they are laid-off, may at the option of the employee, displace the least senior employee in that other department provided that the laid off employee has more department seniority than the employee being displaced and is qualified and has the ability to perform the work.

Section D. Reduction in Work Hours. The Employer will make every effort to not reduce full-time positions to part-time positions. If a reduction in the work force is necessary, the Employer shall make every effort to reduce whole positions and not reduce hours among several positions. In the event of a permanent reduction in the work hours within a classification, an employee may claim seniority over another employee in the classification for the purpose of working the hours of the less senior employee, provided he/she has greater departmental seniority than the other employee. In no case shall a permanent reduction of any employee's work hours take effect until the Employer gives at least five (5) work days written notice to the affected employee. An employee must exercise his/her seniority rights under this section by written notice to the Superintendent or his/her designee within three (3) work days after receipt of a reduction in hours notice.

Section E. Substitute Priority. A laid off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her departmental seniority, provided the laid off employee has the qualifications and ability to perform the work. A laid off employee who refuses substitute work two or more times without an acceptable excuse may be removed from the substitute list. Due to job acclimation in the food service, the Employer may, however, use established substitutes for immediate short-term work needs of non-extended duration.

Section F. Recall. When the work force is increased after a layoff, employees will be recalled by classification based on department seniority, with the most senior employee being recalled first, provided the employee has the qualifications and ability to perform the work. An employee who is required to accept recall to a classification other than the classification held when laid off, shall have the right to fill the first vacancy in his/her former classification.

Section G. Notice of Recall. Notices of recall of employees on permanent layoff shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. An employee on permanent layoff shall be given at least five (5) work days from receipt of notice to report to work, and an employee on temporary layoff shall be given at least twenty-four (24) hours from receipt of notice, written or verbal, to report to work. The employer may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports with the five (5) day or twenty-four (24) hour period.

ARTICLE XII - SUBCONTRACTING

Section A. Classifications. In the event the Employer is considering the subcontracting of an entire program, the Employer will meet and confer with the Association prior to Board action on such subcontracting.

Section B. Provisions. The Employer will not subcontract work if such action would cause the lay-off of any bargaining unit member.

ARTICLE XIII - EVALUATION

Section A. Procedures.

1. Each Employee shall be evaluated by his/her immediate supervisor and/or building administrator by April 30 of each year. The absence of an annual evaluation indicates a satisfactory performance of the bargaining unit members.
2. Each Employee, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. An employee shall not be evaluated based on work performed outside the employee's classification. Evaluations shall be based solely on observations of the employee's work.
3. All evaluations shall be reduced to writing and shall be kept in the employee's personnel file. A copy will be given to the bargaining unit member within ten (10) working days. If a supervisor believes an employee is doing unacceptable work, the evaluation shall set forth (1) the specific deficiencies; (2) specific ways for the employee to improve and correct the deficiencies; and (3) any assistance available from the Employer.
4. An Employee may submit a written response which shall be attached to the file copy of the evaluation in question.

Section B. Grievances. The content of evaluations shall not be subject to the grievance procedure.

Section C. Forms. The Employer, in consultation with the Association, shall develop appropriate evaluation forms(s). Such form(s) shall be attached to this Agreement as Appendix E.

ARTICLE XIV - LEAVES OF ABSENCE WITH PAY

Section A. Sick Leave. At the beginning of each work year, each bargaining unit member shall be credited with six (6) days of sick leave. The Employer shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member.

1. An employee may use all or any portion of his/her earned sick leave for: personal illness, personal injury or physical disability including maternity related disability.
 - a. Should the absent employee receive payment from worker's compensation and/or employer's liability insurance, said employee shall be compensated at his/her regular gross rate, provided the Board retains the payment resulting from the worker's compensation claim or insurance claim, and prorates an amount of sick leave time from the employee's accumulated sick leave days so that the payment from worker's compensation or employer's liability insurance plus the gross sick pay is equal to the employee's regular gross pay rate. When an employee's paid sick leave is exhausted, the employee shall be placed, by the Employer, on an unpaid leave of absence of up to one (1) year and receive only the compensation provided by worker's compensation or employer's liability insurance.
 - b. An employee may elect not to use paid sick time under 1,a, above and shall be placed, by the Employer, on an unpaid leave of absence of up to one year and receive only the compensation provided by the worker's compensation or employer's liability insurance.
 - c. The Employer shall provide, at least once during the life of this Agreement and upon the hiring of new employees, information regarding procedures for accessing worker's compensation and employer's liability insurance.
2. Sick leave shall not be abused and a medical certificate may be required by the supervisor, at the employee's expense, after five (5) consecutive days to substantiate a request for approval of sick leave or for permission to return to work.

3. At the end of each school year, the employee shall have the option of being paid their hourly rate for any unused sick leave that year or the option of allowing their unused sick leave for that year to accumulate up to a maximum of fifty (50) days.
4. Upon a voluntary quit from the District, an employee shall be paid at their current hourly rate, a severance pay of:
 - a. One-fourth (1/4) of any unused sick days after five (5) years of employment in the District.
 - b. One-half (1/2) of any unused sick days after ten (10) years employment in the District.
5. A maximum of five (5) days sick leave per year may be used for a serious illness in the immediate family. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Wife or Husband, Son or Daughter, Mother-in-law, Father-in-law, Brother-in-law, Son-in-law, Sister-in-law, Daughter-in-law, Grandparents, Grandchildren, Step Father and Step Mother.
6. Additional Uses of Sick Leave:

In addition to personal illness or injury, sick leave may be utilized for the following: funerals, personal business, dental and doctor appointments and any other reason approved in advance by the superintendent.
7. An employee shall notify her supervisor at least two (2) hours before the regular start of work, or as soon thereafter as the employee's circumstances will permit, if she is going to be absent for reasons chargeable to sick leave. Such notice must be given to receive paid sick leave.

Section B. Funeral Leave. An employee shall be allowed three (3) working days per year without loss of pay for a death in the immediate family.

Section C. Jury Duty An employee who is summoned and reports for jury duty as prescribed by applicable law, for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he/she receives from the court as daily jury duty fee and what she would have earned from the Employer on that date at his/her regular hourly rate of pay, provided that if such employee is excused from jury duty during regular working hours he/she shall promptly return to work. Night shift employees shall not be required to report for work if jury duty requires morning attendance.

In order to receive the payment above referred to, an employee must give the Employer prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days and to the extent for which she claims such payment, and produce satisfactory evidence as to the amount she was paid by the court for such jury duty. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

Section D. Association Leave Days. The Employer shall grant the Association up to four (4) unpaid leave days for the use of the President or his/her designee to conduct Association business or participate in Association activities. The Employer shall pay the cost of any substitutes. The Association shall give at least two (2) days advance notice of such leave days.

ARTICLE XV - LEAVES OF ABSENCE - UNPAID

Section A. Unpaid Leaves.

1. **Granting and Extension.** Leaves of absence without pay or benefits shall be granted for up to one (1) year without loss of seniority upon written request from an employee. Such leaves may be extended by the Employer upon written request of the employee.
2. **Request for Leave.** Requests for unpaid leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of the leave.
3. All fringe benefits paid by the Employer will cease at the commencement of the unpaid leave, but the employee may, at her option, continue medical and dental insurance during the leave to the extent permitted by the insurer by full payment of the cost thereof in advance to the Employer on a monthly basis.
4. In order to facilitate planning an efficient operation of the school, employees on extended leaves must notify the Employer in writing at least thirty (30) days prior to the scheduled return date of their intent to return to work as scheduled.

Section B. Reasons for Leaves of Absence are as follows

1. **Infant Child Care Leave:** Infant child care leave shall be granted in accordance with Section A. of this article following the birth or adoption of a child.
2. Upon the recommendation of a physician a health leave without pay shall be granted for prolonged illness of spouse, children or parent in accordance with Section A.

3. An employee who is unable to work because of non-compensable personal illness or disability and who has exhausted all sick leave available shall upon examination be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, inclusive of paid sick leave used. Such leave may be extended at the discretion of the Employer upon request of the employee. The provisions of Section A above shall apply to such extended sick leave.
4. Leaves for other purposes may be granted at the discretion of the Board upon written request.
5. Members of the Association elected to Local Association positions or selected by the Association to do work which takes them from their employment with the Employer shall at the written request of the Association receive temporary leaves of absence without pay for periods not to exceed one (1) year or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority. An extension of such leave not to exceed one (1) year may be approved by the Superintendent.

Section C. Return from Leave of Absence

1. Employees on leave for health reasons must either return, resign, or request a special extension for a maximum of one (1) additional year.
2. When an employee's health permits his/her return, he/she shall make his/her request known in writing to the Superintendent and will submit a statement from a physician of the employee's fitness for work. In the event there is a question of the employee's fitness to return to work, the Board has the right to request an examination at Board expense.
3. Seniority permitting, an employee returning from an approved leave of absence shall be reinstated to the same or comparable classification or position he/she held when the leave began.
4. An employee returning from a leave of absence of sixty (60) calendar days or less shall be required to notify the Board in writing, of his/her intent to return at least five (5) working days prior to the date of his/her return.
5. Employees wishing to return from a leave of absence of more than sixty (60) calendar days shall be required to notify the Board in writing of his/her desire to return at least twenty (20) working days or to request an extension, or to submit a resignation, otherwise the employee will be considered as terminating his/her employment with the district.

Section D. Family and Medical Leave Act. All terms and conditions of the Family and Medical Leave Act of 1993 shall be applied to all applicable leaves.

Section E. Military Leave. The Employer shall comply with the provisions of the Selective Service Act, with respect to leave of absence due to military service, including National Guard.

Section F. Educational Leave. At the discretion of the Superintendent, leaves of absence shall be granted for the purpose of permitting the bargaining unit member the opportunity to continue his/her education in a field related to his/her classification. Application for such leaves will be made in writing by the employee. Such leaves will be granted for a maximum of one year. Extensions may be granted at the discretion of the Superintendent and upon written request by the employee.

ARTICLE XVI - HOLIDAYS

All bargaining unit members shall have the following days off with pay provided the employee works their scheduled work day before and after such days off:

Labor Day
Thanksgiving Day
Christmas Day
New Year's Day
Memorial Day

ARTICLE XVII - WORK DAY, WORK WEEK

Section A. Work Week.

1. The normal work week shall consist of up to forty (40) hours per week. However, nothing contained herein shall be construed as a guarantee of forty (40) hours of work a pay per week.
2. Employees shall be notified in writing, prior to the start of the school year, of their daily and yearly starting and ending time of work.
3. The Employer may alter an employee's shift provided at least one (1) week written advance notice, except in an emergency, is given to the employee. Said shift changes shall begin on Monday, end on Friday, and shall be at least one (1) week in duration, except in an emergency.

Section B. Work Day. Employees who work six (6) hours or more per day will be entitled to two (2) ten (10) minute relief times and employees who work three (3) hours or more will be entitled to one (1) ten (10) minute relief time. Employees who work overtime will be entitled to an additional ten (10) minute relief time for every three (3) consecutive hours worked. Employees who work six (6) hours or more per day will be entitled to an unpaid thirty (30) minute duty-free lunch period.

Section C. Overtime. Employees who work overtime shall be granted compensatory time off to the extent permitted by law. If compensatory time off cannot legally be used for overtime, employees shall receive overtime pay at a rate of one and one-half (1- 1/2) times the employee's regular rate of pay to the extent required by law.

Section D. Substitutes. The employer may provide substitutes in the absence of a regular bargaining unit member. The District has agreed to investigate the procedure by which aides must secure substitutes when they are absent. The creation of a pool of substitutes has been suggested.

In an emergency, when an aide is used to substitute for a certified employee, he/she will be compensated at the current substitute rate of pay in addition to his/her regular rate of pay.

Section E. Act of God Days. Nothing in this Agreement shall require the Employer to keep offices/buildings open in the event of inclement weather, or when otherwise prevented by an act of God, or an event that causes the closing of schools. When the schools are closed to students due to the above conditions, bargaining unit members, except child care, shall be excused from reporting to their job assignment without loss of pay for one of the days allowed under the State Aid Act. Bargaining unit members will not be compensated for days beyond the first day. Days of instruction lost due to "act of God days" may be rescheduled if necessary to prevent the loss of state aid under the State Aid Act with appropriate compensation for hours worked. When such days are rescheduled, employees shall be required to report for duty.

Employees who have reported to work prior to notice of such closings shall be paid their regular rate for all hours worked or three (3) hours pay, whichever is greater.

Section F. Inservice Days.

1. When employees are required to work on a school day when students are not in attendance, such as a teacher inservice day, the employee shall be paid for all hours worked.
2. If such inservices are due to early student dismissal, bargaining unit members will be given the option of working their normal hours (i.e., students will be fed prior to their dismissal [except for two (2) days of finals at the end of the first semester] unless other arrangements have been agreed to by the Association and the District prior to any such inservice(s).

ARTICLE XVIII - NEGOTIATIONS PROCEDURES

Section A. Terms and Conditions. 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 or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Nevertheless, because of the special nature of the public educational process it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties.

Section B. Savings Clause. If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

Section C. Entire Agreement. No agreement, practice, or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties. This Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreements, understandings, practices, and arrangements heretofore existing.

Section D. Procedures. Negotiations between the parties on a successor agreement shall begin at least thirty (30) days and not more than ninety (90) days prior to the expiration of the contract term. All bargaining by the parties shall occur during non-working hours unless the parties mutually agree to bargain during the work day. When negotiations are conducted during regular school hours, released time without pay shall be provided for the Association's negotiating committee.

Section E. Bargaining Team. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Employees covered by this Agreement will be represented in negotiations by not more than six (6) negotiating committee members from the unit and such other Association representatives as the Association shall determine.

Section F. Final Agreements. There shall be two signed copies of any final agreement. One copy shall be retained by the Employer and one by the Association. Copies of this agreement shall be printed at the expense of both parties equally within 30 days after the

agreement is signed and presented to all bargaining unit employees now employed or hereafter employed by the Employer. In addition, the Employer shall provide the Association thirty (30) copies of the agreement without charge to the Association. All school district personnel policies or any changes in said policies shall be distributed to all bargaining unit members within thirty days of the commencement of this contract or upon employment.

Section G. Contract Maintenance. Representatives of the Association and the Employer shall meet each month for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Employer and the Association.

ARTICLE XIX - INSURANCE PROTECTION

Section A. Life. The Board agrees to provide each employee with \$10,000 group life with AD&D.

Section B. Long Term Disability. (66-2/3%, Plan I, 90 calendar days modified fill, \$2,500 maximum, no freeze on offsets, alcoholism/drug addition 2 year, mental/nervous same as other illness) shall be provided to each employee.

Section C. Other Insurance. The Board agrees to hold harmless any employee currently receiving health and other insurance unless they are covered by a spouse's insurance.

Section D. National Health Care

1. Should the national and/or state government mandate that the Employer provide a specific level and/or plan of health coverage, the Employer agrees to bargain over the implementation of said mandate and its effect upon the collective bargaining agreement and the health insurance coverage for members of the bargaining unit.
2. All other benefits shall remain as provided for in this Article.

Section E. Communicable Disease Control Policy/Blood Borne Pathogens

1. The Board shall provide the Association, as soon as possible, with a copy of its exposure control plan and any changes made to it.
2. The Board shall provide, at no cost to the employee, Hepatitis B vaccine to all employees who have occupational exposure to blood or other infectious materials.
3. The District shall provide, within twenty-four (24) hours, the Hepatitis B vaccine shots to those employees who have an occupational exposure to blood or other potentially infectious materials.

4. Each employee shall have the right to appeal the determination made by the Board regarding the employees reasonable expectation of exposure to blood borne pathogens or other infectious materials and the availability of Hepatitis B vaccine. the Board shall provide a process for this appeal.
5. The Board shall provide, where appropriate, personal protective equipment, such as gloves, at no cost to the employee.
6. The Board shall provide labels for all containers of regulated waste, refrigerators, and freezers containing blood or other potentially infectious material, an other containers used to store transport or ship blood or other potentially infectious materials.
7. The Board shall ensure that all employees, with occupational exposure to blood borne pathogens or other infectious materials, participate in a training program. The training program shall be of no cost to employees and be offered during working hours. Training shall be offered during working hours. Training shall be provided at the time of initial assignment to tasks when occupational exposure may take place and whenever there is a change in circumstances.

ARTICLE XX - MISCELLANEOUS

Section A. Least Restrictive Environment/Medically Fragile

1. In the event that the Michigan Center Schools will provide services to a medically fragile student in a regular classroom setting, the Board agrees to bargain the issues dealing with the inclusion of said medically fragile student. However, no member will be required to perform any medical procedure unless such procedure is a service mandated by the IEP. For the purpose of this Agreement, "*medical procedure*" shall be defined as a procedure required as part of ongoing medical treatment which requires special training.
2. The District shall determine the special education aide who will be providing services for a handicapped student, if such an aide is required and approved, as early as practical so that such aide may participate in the IEPC which initially places (or continues the placement) of the student in a regular education classroom. "*Services*" shall not include medical procedures beyond the training level of the aide, facility clean-up or off-campus activities not a part of regular classroom activities unless specified by the IEP.
3. Any bargaining unit member who will be providing services to a handicapped student in a regular educational classroom setting will be invited to participate in the individual educational planning committee (IEPC) determining that student's

appropriate placement. Appropriate arrangements will be made so that any bargaining unit member who has been invited to attend the IEPC may do so as a full participant.

4. If any bargaining unit member whose working conditions are impacted by the student has a reasonable basis to believe that a handicapped student's current individual education plan (IEP) is not meeting the student's unique needs as required by law, the member will advise the committee established in number 6, below. The committee shall review the concern and institute the necessary steps to address and/or remedy the concern.
5. On a case-by-case basis, the building principal and the aide who will be providing services to a handicapped student will mutually determine what ongoing training, observation opportunities and other support should be provided to the aide. Such support shall be provided in a timely manner, at no expense to the aide, and with release time as appropriate.
6. For each case, a committee comprised of the building principal, an Association representative, the teacher and the special education aide providing services shall determine the level of information awareness to be provided to building staff. Due care will be taken to comply with the Family Educational Rights and Privacy Act (FERPA) and appropriate confidentiality will be maintained at all times.
7. A comprehensive job description shall be developed for the special education aide that relates directly to the individual student being served.

Section B. School Improvement

1. The Board and the Association agree that employee participation in decision making is effective in providing positive results for education.
2. The provisions contained in this section shall apply to all school improvement plans, programs or processes set forth by school improvement committees established in the Michigan Center School District as a result of P.A. 25.
3. It is understood that participation on school improvement committees is voluntary. Further, employees who participate, or are non-participants, in such activities shall not be negatively evaluated for any conduct relative to such committees.
4. In the event that any provision(s) of a school improvement plan, program or process or application thereof violates, contradicts, or is inconsistent with this Collective Bargaining Agreement, the Collective Bargaining Agreement shall prevail.

Section C. Drug and Alcohol Policies

1. In the event the Board should meet to modify its current policy pertaining to alcohol and drug use, the Board will consult with the Association prior to any such modification.
2. If, during the term of this Agreement, the Employer is required to implement alcohol and drug testing of bargaining unit members covered by the Omnibus Transportation Employee Testing Act of 1991, the District agrees that it will bargain with the Association relative to the procedures and protections necessary to implement said Act.

ARTICLE XXI - DURATION OF AGREEMENT

This Agreement shall become effective as of the date of its execution, and shall remain in full force until the 31st day of August, 1999.

Jackson County Education Association

Michigan Center School District

Sally Maronde
JCEA President

Dan Bentschneider
Board President

Dated: _____

Dated: _____

Elizabeth Baker
Michigan Center ESP President

Dated: _____

**APPENDIX A
SALARY SCHEDULE**

K-12 AIDES

Step	1996-97	1997-98	1998-99
0	\$6.20	\$6.26	\$6.52
1	\$6.40	\$6.56	\$6.72
2	\$6.60	\$6.77	\$6.94
3	\$6.80	\$7.00	\$7.18
4	\$7.00	\$7.18	\$7.36

Probationary period for sixty (60) working days from day of employment. Any individual, regardless of seniority, in the bargaining unit transferring from one department to the other department will begin at the "0" STEP on the salary schedule.

FOOD SERVICE

Position	1996-97	1997-98	1998-99
FS 1 (Cooks)	\$8.40	\$8.56	\$8.73
FS 2 (H.S. Cashier; Hot Cart)	\$8.06	\$8.22	\$8.38
FS 3 (Server/Utility; Elem. Cashier)	\$7.50	\$7.65	\$7.80

Probationary period employees will be paid 10% less for the sixty (60) working days of their probationary period from the first day of employment. If the probationary employee successfully completes the probationary period and is offered a regular position, he/she will be reimbursed the total amount of the 10% salary reduction from the first day of the sixty-day probationary period.

Any individual, regardless of seniority, in the bargaining unit transferring from one department to the other department will begin at the "0" STEP on the salary schedule.

CHILD CARE

1996-97	1997-98	1998-99
\$6.00	\$6.15	\$6.30

Probationary period employees will be paid 10% less for the sixty (60) working days of their probationary period from the first day of employment. If the probationary employee successfully completes the probationary period and is offered a regular position, he/she will be reimbursed the total amount of the 10% salary reduction from the first day of the 60-day probationary period.

Any individual, regardless of seniority, in the bargaining unit transferring from one department to the other department will begin at the "0" STEP on the salary schedule.

***All current bargaining unit members will be grandfathered in at the highest salary rate for each classification.**

APPENDIX B

MICHIGAN CENTER EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

GRIEVANCE REPORT FORM

Grievance # _____ Michigan Center Public Schools Distribution of Form

Refer to MCESP Agreement for Time Limits

- 1. Superintendent
- 2. Supervisor
- 3. Association
- 4. Secretary

Submit to Supervisor in Duplicate

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
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LEVEL I and II

Date Cause of Grievance Occurred: _____

1. Statement of Grievance: _____

2. Relief Sought: _____

Signature of Grievant / Date

3. Disposition by Supervisor: _____

Signature of Supervisor / Date

4. Position of Grievant: _____

Signature of Grievant / Date

LEVEL III

1. Date Received by Superintendent or Designee: _____

Disposition of Superintendent or Designee:

_____/_____
Signature Date

2. Position of Grievant and/or Association: _____

_____/_____
Signature Date

LEVEL IV

1. Date Received by Board of Education or Designee: _____

Disposition by Board: _____

_____/_____
Signature Date

2. Position of Grievant and/or Association: _____

_____/_____
Signature Date

LEVEL V

1. Date Submitted to Arbitration: _____

Disposition and Award of Arbitrator: _____

_____/_____
Signature Date

APPENDIX C

LETTER OF AGREEMENT

The Michigan Center Educational Support Personnel/JCEA (hereafter referred to as the Association) and the Michigan Center School District (hereafter referred to as the District) agree to the following, relative to training opportunities for Association members.

1. If the District anticipates special skills upgrades, advancement opportunities, or possibility for job expansions, it will notify bargaining unit members and ascertain their interest for such training.
2. If the District offers specific training opportunities to any member of the bargaining unit which could make him/her qualified for an advancement or change in position, such training shall be made available to all interested bargaining unit members.
3. Such training opportunities need be no more than one (1) day duration at any one time and shall not require the District to expend funds beyond registration fees and substitute costs.

For the Association

For the District

Rosemary Carey, Uniserv Director
MCESP/JCEA/MEA

John Jiminez, Superintendent
Michigan Center Schools

Date

Date

APPENDIX D-1

JOB DESCRIPTION - COOK

POSITION: Cook
DIRECT SUPERVISOR: Food Service Director or as assigned
HOURS: As arranged by supervisor

MINIMUM QUALIFICATIONS

1. Neat, clean appearance.
2. High school diploma or equivalent required.
3. Ability to work efficiently, responsibly, and independently.
4. Must adapt to new or unexpected situations easily.
5. Must relate well to and be cooperative with children and building staff.
6. Must appear alert, intelligent, and able to follow written and spoken directions.
7. Must work effectively with immediate supervisor.
8. Must demonstrate both knowledge and ability in the preparation and handling of food in an institutional setting.
9. Must be in good health and free of communicable disease.

DUTIES

1. Prepare food as directed, including the preparation of Type "A" meals, choices, entrees, as well as other food to be served.
2. Prepare lines as directed.
3. Serve food as directed.
4. Collect and account money as directed.
5. Cleaning of food preparation and serving equipment and areas as directed.
6. Other duties as assigned to assist immediate supervisor and assist in the efficient operation of the food service program.

APPENDIX D-2

JOB DESCRIPTION - SERVER

POSITION: Server
DIRECT SUPERVISOR: Food Service Director or as assigned
HOURS: As arranged by supervisor

MINIMUM QUALIFICATIONS

1. Neat, clean appearance.
2. High school diploma or equivalent required.
3. Ability to work efficiently, responsibly, and independently.
4. Must adapt to new or unexpected situations easily.
5. Must relate well to and be cooperative with children and building staff.
6. Must appear alert, intelligent, and able to follow written and spoken directions.
7. Must work effectively with immediate supervisor.
8. Must demonstrate both knowledge and ability in the preparation and handling of food in an institutional setting.
9. Must be in good health and free of communicable disease.

DUTIES

1. Prepare serving lines and food areas.
2. Food preparation as directed.
3. Serve meals as directed.
4. Prepare reports as directed.
5. Collect and account money as directed.
6. Cleaning of food preparation and serving areas and equipment as directed.
7. Other duties as assigned to assist immediate supervisor and assist in the efficient operation of the food service program.

APPENDIX D-3
JOB DESCRIPTION - UTILITY WORKER

POSITION: Utility Worker
DIRECT SUPERVISOR: Food Service Director or as assigned
HOURS: As arranged by supervisor

MINIMUM QUALIFICATIONS

1. Neat, clean appearance.
2. High school diploma or equivalent required.
3. Ability to work efficiently, responsibly, and independently.
4. Must adapt to new or unexpected situations easily.
5. Must relate well to and be cooperative with children and building staff.
6. Must appear alert, intelligent, and able to follow written and spoken directions.
7. Must work effectively with immediate supervisor.
8. Must demonstrate both knowledge and ability in the preparation and handling of food in an institutional setting.
9. Must be in good health and free of communicable disease.

DUTIES

1. Prepare and maintain dish washing areas.
2. Prepare lines for meals.
3. Do kitchen laundry as directed.
4. Maintain records of products used as directed.
5. Cleaning of food preparation, storage, and serving equipment and areas as directed.
6. Other duties as assigned to assist immediate supervisor and assist in the efficient operation of the food service program.

APPENDIX D-4

JOB DESCRIPTION - HOT CART DRIVER

POSITION: Hot Cart Driver
DIRECT SUPERVISOR: Food Service Director or as assigned
HOURS: As arranged by supervisor

MINIMUM QUALIFICATIONS

1. Neat, clean appearance
2. High school diploma or equivalent required.
3. Ability to work efficiently responsibly, and independently.
4. Must adapt to new or unexpected situations easily.
5. Must relate well to and be cooperative with children and building staff.
6. Must appear alert, intelligent, and able to follow written and spoken directions.
7. Must work effectively with immediate supervisor.
8. Must demonstrate both knowledge and ability in the preparation and handling of food in an institutional setting.
9. Must be in good health and free of communicable disease.
10. Must possess and maintain a good driving record.

DUTIES

1. Drive hot carts and school materials to and from out buildings as directed.
2. Food preparation as directed.
3. Serve meals as directed.
4. Prepare reports as directed.
5. Cleaning of food preparation and serving equipment and areas as directed.
6. Other duties as assigned to assist immediate supervisor and assist in the efficient operation of the food service program.

APPENDIX D-5

JOB DESCRIPTION - CASHIER

POSITION: Cashier
DIRECT SUPERVISOR: Food Service Director or as assigned
HOURS: As arranged by supervisor

MINIMUM QUALIFICATIONS

1. Neat, clean appearance.
2. High school diploma or equivalent required.
3. Ability to work efficiently, responsibly, and independently.
4. Must adapt to new or unexpected situations easily.
5. Must relate well to and be cooperative with children and building staff.
6. Must appear alert, intelligent, and able to follow written and spoken directions.
7. Must work effectively with immediate supervisor.
8. Must demonstrate a well developed ability to use the English language, make change and perform mathematical calculations. An English and math competency test will be administered.
9. Must demonstrate both knowledge and ability in the preparation and handling of food in an institutional setting.
10. Must be in good health and free of communicable disease.

DUTIES

1. Prepare lines prior to meals.
2. Maintain accurate records of products and food used.
3. Collect and account money paid for meals.
4. Maintain records required by local, state, and federal program requirements.
5. Cleaning of food preparation and serving equipment and areas as directed.
6. Other duties as assigned to assist immediate supervisor and assist in the efficient operation of the food service program.

APPENDIX D-6

JOB DESCRIPTION - PARAPROFESSIONAL (Aide)

POSITION: Paraprofessional (Aide)
DIRECT SUPERVISOR: Building Principal or as assigned
HOURS: As arranged by supervisor

MINIMUM QUALIFICATIONS

1. High School Diploma or equivalent.
2. Neat, clean appearance.
3. Must work effectively with immediate supervisor.
4. Ability to interact in a positive manner with parents and visitors.
5. Must relate in a positive manner with children and building staff.
6. Ability to work responsibly and independently.
7. Must adapt to new or unexpected situations easily.
8. Must demonstrate a fluency in the use of the English language.
9. Must be alert, intelligent, and able to follow written or spoken directions.
10. Should meet applicable requirements of State and Federal programs (depending on position).
11. Should possess the skills necessary to use computers to facilitate student learning (depending on position).
12. Demonstrated ability to work with sensitive or confidential information.
13. Must be in good health and free of communicable disease.

DUTIES:

1. Plans and carries out instructional reinforcement activities for identified students individually or in small groups as directed by supervisor or building principal.
2. Assists building office staff as instructed by supervisor or building principal.
3. Operates office machines to print, duplicate, or type to facilitate distribution of information related to programs.
4. Supervises students as assigned by supervisor or building principal.
5. Performs all duties with an awareness of and compliance with applicable state and federal guidelines.
6. Assist teachers as assigned by building principal including student tutoring as assigned by supervisor.
7. Other duties as assigned by supervisor or building principal to assist immediate supervisor in the operation of building management, teaching and non-teaching related duties.

APPENDIX D-7

JOB DESCRIPTION - PRESCHOOL/CHILD CARE AIDE

POSITION: Preschool/Child Care Aide
DIRECT SUPERVISOR: Preschool/Child Care Coordinator, or as assigned
HOURS: As arranged by supervisor

MINIMUM QUALIFICATIONS

1. Neat, clean appearance.
2. Must be able to follow written or spoken directions.
3. Must relate well to young children.
4. Ability to work responsibly and independently.
5. Must adapt to new or unexpected situations easily.
6. High School Diploma or equivalent required.
7. Ability to interact well with parents and visitors.
8. Must cooperate well with building staff.
9. Must be alert, intelligent, and able to follow written and spoken directions.
10. Demonstrate ability to deal with sensitive or confidential information.
11. Must be in good health and free of communicable disease.

DUTIES

1. Interacts with students individually or in groups as directed by Preschool/Child Care Coordinator.
2. Assists building office staff as instructed.
3. Cleans as assigned.
4. Plans and carries out instructional and recreational activities for students.
5. Prepares and serves snacks and lunches to students.
6. Other duties as assigned.

1. The first part of the document discusses the importance of maintaining accurate records.

2. It is essential to ensure that all data is entered correctly and consistently.

3. Regular audits should be conducted to verify the accuracy of the information.

4. Any discrepancies should be investigated and corrected immediately.

5. The final section outlines the procedures for handling sensitive information.

6. All personnel must be trained on these protocols to ensure compliance.

7. It is the responsibility of every employee to protect the organization's data.

8. Failure to follow these guidelines may result in disciplinary action.

9. Please refer to the attached policy manual for more detailed information.

10. Thank you for your attention to this matter. We appreciate your cooperation.

