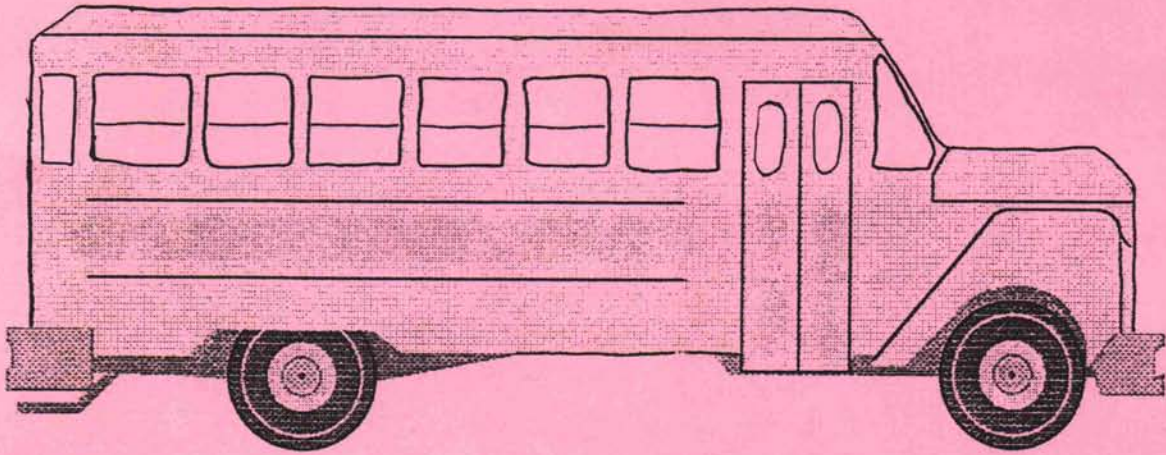


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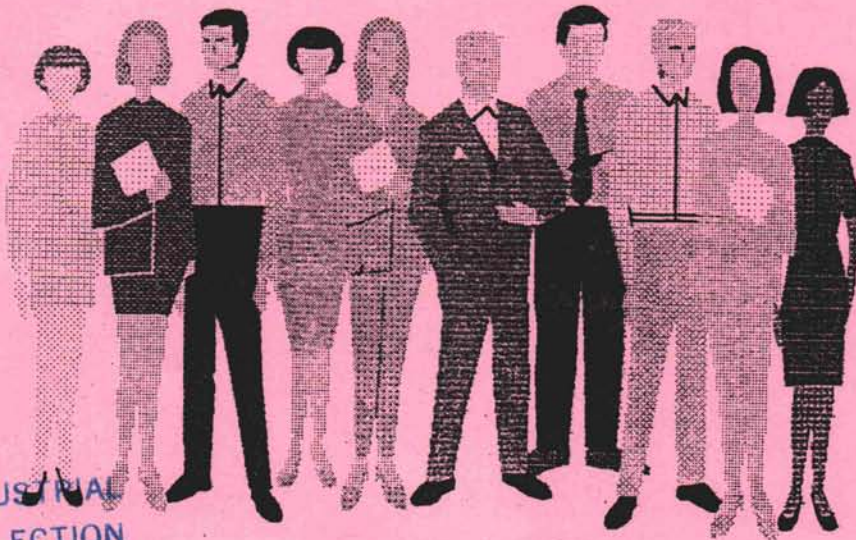


**MICHIGAN CENTER
SCHOOLS**

and

**LOCAL #139, AFSCME
CUSTODIAN & BUS DRIVER
AGREEMENT**

1995 - 1998



LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Michigan Center Schools

Michigan State University
RELATIONS OFFICE
1000 S. Tenth Avenue
Lansing, Michigan 48906

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AGREEMENT

THIS AGREEMENT entered into between the MICHIGAN CENTER SCHOOL DISTRICT, OF JACKSON COUNTY (hereinafter referred to as the "Board") and the MICHIGAN CENTER SCHOOL EMPLOYEES CHAPTER OF LOCAL #139, MICHIGAN COUNCIL #25, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the employer and the employees.

ARTICLE 1

Section 1. RECOGNITION - Employees Covered

(a) Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all regular bus drivers, maintenance & custodial personnel of the employer excluding students, supervisors (as defined by the Act), job trainees and all substitutes.

(b) It is agreed that the Board may employ and/or train student or temporary custodial helpers to assist in the delivery of custodial services. Student or temporary custodial helpers will be excluded from union membership. The number of temporary or student employees will not exceed five (5) and the period of employment for these employees will be confined to those months when schools (colleges & universities) are not in regular session. In no case will the period of employment for these employees exceed ninety (90) working days.

Pupils will not be assigned or employed as student custodial helpers as punishment for unacceptable school behavior. Student custodial helpers will not be utilized to lower the custodial level below eight (8).

Section 2. UNION SECURITY - Agency Shop

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to the contract administrative costs allowed by law.

(b) Union Security, Membership, Fees, & Payroll Deduction.

Membership Dues & Fees - Within thirty (30) working days of commencing employment all union members shall pay either membership dues or a service fee equal to the amount allowed by law. The deduction of dues and/or fees shall be required as a condition of this agreement. The employer (Board) shall accordingly deduct dues and fees in accordance with the amount and time tables set by MCLA 408.477.

(c) Any dispute arriving as to an employees membership in the union shall be reviewed by the designated representative of the employer and a representative of the local union. The union 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 implementation of this section.

(d) Dues Deduction - Any union member shall sign an authorization for payroll deduction of union dues or fees. Such authorization shall continue in effect from year to year unless revoked by the participants in writing. Deductions will be made monthly.

Section 3. AID TO OTHER UNION

The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization with respect to this bargaining unit for the purpose of undermining the Union.

Section 4. UNION DUES AND INITIATION FEES

(a) Payment by Check-Off.

Employees who are members of the bargaining unit shall tender the initiation fee and monthly membership dues by signing an annual authorization for Check-Off of Dues form.

Check-Off Forms: During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-Off of Dues hereinafter set forth, the Employer agrees to deduct union membership dues levied in accordance with the Constitution and by-laws of the Union from the pay of each employee who executes or has executed the following Authorization for Check-Off of Dues Form:

AUTHORIZATION FOR REPRESENTATION BY THE AMERICAN
FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES AFL-CIO

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee, assessments and, once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the treasurer of the Union.

By: _____
Last Name First Name Middle Name

To: _____
Employer Department

Date to Start Deduction: _____

Signed: _____

Address: _____

(b) When Deductions Begin.

Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from each pay check thereafter.

(c) Remittance of Dues.

Deductions for any calendar month shall be remitted to the Secretary-Treasurer of Council #25 with a list for whom dues have been deducted within seven (7) days after each monthly period.

(d) Termination of Check-Off.

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit.

ARTICLE 2

Section 1. UNION REPRESENTATION

For the purpose of collective bargaining and negotiating, in respect to rates of pay, hours of employment, and other conditions of employment, the Union will be represented by three (3) committee members from the bargaining unit who are employees of the Michigan Center School District. One of these committee members will be designated as Chapter Chairperson.

Section 2. STEWARDS

The above committee members shall also act as stewards and shall be selected as follows:

One from the Bus Driver Employees.

One from the Custodial Employees.

One from the Unit at Large to be designated Chapter Chairperson.

Section 3. ADJUSTMENTS IN REPRESENTATION

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation. Therefore, it is mutually agreed that the number of committee members and/or stewards shall be subject to negotiation for an increase or decrease should the total number of employees covered by this Agreement increase or decrease by a minimum of ten (10).

Section 4. SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer upon the request of either party. There shall be at least two (2) representatives of each the Employer and the Union in attendance at the meeting.

Arrangements for such special conferences shall be made in advance and an agenda of the items to be discussed at the special meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. This meeting may be attended by a representative of the Council and/or the International Union.

ARTICLE 3

GRIEVANCE PROCEDURE

If an employee feels that he or she has a grievance the procedure as herein stated shall be followed in presenting it to the Employer.

Section 1. DEFINITIONS

(a) A COMPLAINT is an alleged violation, misinterpretation, or misapplication of the expressed provisions of this Agreement. A complaint may be presented orally by the employee to his immediate supervisor.

(b) A GRIEVANCE is a complaint which has not been resolved and which has been reduced to writing.

Section 2. PROCEDURE

STEP 1.

Any employee with a complaint may present it orally or in writing to his or her immediate supervisor. If the complaint is not satisfactorily resolved at this Step 1, the employee may proceed to Step 2 of the grievance procedure.

STEP 2.

(a) The employee shall file a written grievance on the approved form with his or her steward specifying how and which of the provisions of the Agreement have been violated, and the remedy sought, within ten (10) days after the event or occurrence which is its basis. All grievances shall be signed by the grievant and his or her steward. All information regarding the incident or situation will be shared with the Employer on the grievance form.

(b) Within five (5) days after receipt of the written grievance, the Supervisor shall meet with the grievant and Union Steward in an effort to resolve the grievance. The Supervisor shall indicate his disposition of the grievance in writing within five (5) days of such meeting.

STEP 3.

(a) If the grievance is not resolved at Step 2, it shall be submitted to the Superintendent or his representative within five (5) days after the Supervisor makes his disposition.

(b) Within five (5) days the Superintendent or his representative shall meet with the Chapter Chairperson or his designated representative on the grievance and shall indicate his disposition in writing within five (5) days of such meeting.

STEP 4.

(a) If the grievance is denied by the Superintendent or his representative in Step 3 and no agreement is reached, the grievance shall be transmitted to the Secretary of the Board of Education by the Chief Steward or his designated representative within five (5) days after the disposition by the Superintendent or his representative.

(b) The Board shall hold a meeting on the grievance within thirty (30) days after its receipt by the Secretary. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter.

STEP 5.

(a) If a satisfactory decision has not been rendered in Step 4, the Union may submit a notice of intent to proceed to arbitration to the Superintendent within ten (10) days after the disposition in Step 4.

(b) If the parties cannot agree as to the arbitrator within ten (10) days after said notice of intent is submitted to the Superintendent, the arbitrator shall be selected by the American Arbitration Association in accordance with its voluntary labor arbitration rules. The arbitrator shall not have the power to alter, add to, or to subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

(c) The fees and expenses of the arbitrator shall be shared equally by the Employer and Union.

Section 3. MISCELLANEOUS

(a) Grievances within the meaning of the grievance procedure shall consist only of disputes about the interpretation or application of the clauses of this Agreement and about alleged violations of the Agreement.

(b) Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand.

(c) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of Management's last answer.

(d) The time limits herein specified for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing.

(e) An employee may withdraw his grievance without prejudice at any stage of the proceedings, up to the arbitration level, by giving written notice to all parties of interest; provided, however, if the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated.

(f) After a case has been referred to the American Arbitration Association, the case may not be withdrawn by either party except by mutual consent.

(g) If a grievance is withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

(h) No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

(i) Stewards shall have the right to investigate grievances on the Employer's time in the following manner and under the following limitations:

(1) On receipt of notice of a grievance the steward shall notify his immediate supervisor as to place and person involved in grievance and if necessary the supervisor will release the steward as soon as possible.

(2) On arrival at the building where the aggrieved employee is working the steward shall report to the supervisor and/or principal of that building that he is contacting the aggrieved employee and on obtaining all the facts and having discussion with the aggrieved employee's supervisor, he shall return to his job and report to his supervisor and/or building principal.

(3) Such activities shall not be carried on during the first or last hours of the steward's regular work shift.

(4) Stewards shall receive a combined total of not to exceed ten (10) hours per month released time with pay for the services on grievances during regular working hours. Additional time will be allowed without pay as may be necessary.

(j) The term "days" shall not include Saturdays, Sundays and holidays.

ARTICLE 4

SENIORITY

Section 1. PROBATIONARY PERIOD

(a) New employees hired in the unit shall be considered as probationary employees for the first sixty (60) working days of their employment. The sixty (60) working days probationary period shall be accumulated within not more than one hundred twenty (120) calendar days. Upon successful fulfillment of this probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the day sixty (60) working days prior to the day he completes the probationary period.. *THE EMPLOYER MAY EXTEND THE PROBATIONARY PERIOD ONE (1) TIME FOR ANOTHER THIRTY (30) DAYS FOR A NEW EMPLOYEE, IF THE EMPLOYEE IS GIVEN WRITTEN IMPROVEMENT INSTRUCTIONS. THE CHAPTER CHAIRPERSON AND STEWARD SHALL BE PROVIDED WITH A COPY OF THE EXTENSION AND WRITTEN INSTRUCTIONS.*

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1, Section 1 of this Agreement, except discharged and disciplined employees for other than union activity.

(c) Bus driver and custodial seniority lists shall be separate.

Section 2. SENIORITY LISTS

(a) The seniority lists on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

(b) The Employer will keep the seniority lists up to date at all times and will provide the local Union membership with up to date copies at least every three (3) months.

Section 3. LOSS OF SENIORITY

An employee shall lose his or her seniority only if the employee:

(a) Quits. (If the employee later returns he or she begins at the bottom of the seniority list.)

(b) Is Discharged.

(c) Is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will notify the employee in writing at his or her last known address that the employee's employment has been terminated.

(d) Does not return to work when recalled from layoff as set forth in the recall procedure.

(e) Retires.

(f) Is continuously laid off for a period equal to the employee's accumulated seniority or eighteen (18) months, whichever is lesser.

Section 4. SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, stewards shall, in the event of a layoff, be employed as long as there is a job for which they are capable and qualified to perform and shall be recalled on the first open job in the unit for which they are capable and qualified to perform.

ARTICLE 5

BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law and Constitution of the State of Michigan and/or the laws and Constitution of the United States of America, including, but without listing the generality of the foregoing; the management and control of school properties, facilities, materials used, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel. The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement.

ARTICLE 6

UNION RESPONSIBILITY

Section 1. OBJECTIVE

The Union recognizes that the primary objective of this Agreement is to promote orderly personnel relations between the Employer and its employees in order to attain efficient and uninterrupted operation of the Employer's school plants. The Union and its members agree that they, and each of them, will cooperate with the Employer to assure to it a fair day's work.

Section 2. STRIKE PROHIBITION

It is recognized that this Agreement is intended to set forth the rights and obligation of the Employer to the Union and the employees it represents, and that the grievance procedure set forth herein gives them full redress for any grievance arising from this Agreement. The Employer and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means without interruption of the school program. Accordingly, the Union agrees that during the term of this Agreement, it shall not direct, instigate or support any strike action against the Employer. The Union further agrees that should it violate this provision of the Agreement, that the Employer shall be under no obligation or responsibility to fulfill the Agreement.

ARTICLE 7

LAYOFF

Section 1. DEFINED

The word "layoff" means a reduction in the working force.

Section 2. PROCEDURE

If it becomes necessary for a layoff, the following procedure will be mandatory.

1. When the number of employees in the custodial classification is being reduced, those custodians who are probationary employees shall be laid off in inverse order of hiring. The last hired will be the first laid off. If further reductions are still necessary after the probationary custodial employees are laid off, the senior custodians will be laid off in inverse order of hiring. The last hired will be the first laid off.
2. When the number of employees in the bus driving classification is being reduced, those bus drivers who are probationary employees shall be laid off in inverse order of hiring. The last hired will be the first laid off. If a further reduction in the bus driver personnel is required after probationary driver employees are laid off, the senior drivers will be laid off in inverse order of hiring. The last hired will be the first laid off.

Section 3. NOTICE

Employees to be laid off for an indefinite period except in the event of natural catastrophes shall receive at least seven (7) calendar days notice of layoff. The Chief Steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

ARTICLE 8

RECALL

Employees will be recalled according to custodial or driver seniority provided they are capable and qualified to perform the available work. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report to the Employer within five (5) calendar days from the date of mailing of notice of recall, he shall be considered as quit unless during said five (5) calendar day period he is granted a leave of absence without pay by the Employer for a definite period of time.

ARTICLE 9

TRANSFERS

Section 1. BUS RUN ASSIGNMENTS

The Employer shall establish the route for each regular run. The starting time shall be determined by the route, seasons of the year in which it is run, and the length of the run shall be the time it takes to safely drive the entire route.

At least seven (7) calendar days prior to the first instructional day in each year, drivers shall meet with the Employer for the purpose of bidding bus runs. The Employer shall provide written notice of the intended date of said meeting not later than July 1 of the preceding year.

1. Bus runs will be bid on the basis of seniority with the most senior driver bidding on available runs first.

2. At the annual bid meeting, the Employer will provide written notice of the available runs together with a schedule of hours for each run.
3. At a minimum, each driver will bid on a morning and afternoon double run (secondary & elementary combined) designated by Route Number. EXCEPTION: Career Center is its own run and single elementary route is its own run. Additional runs will be bid at the driver's option by seniority.
4. Drivers who are seriously ill or unable to attend, shall be permitted to submit their bids by proxy on forms provided by the Employer. Said forms shall be submitted to the immediate supervisor in advance of the bid meeting.
5. Except as provided in paragraph 4, drivers who miss a bid meeting will be assigned to a remaining run(s).
6. Vacancies which remain or occur subsequent to any bid meeting shall be governed by Article 10 of this Agreement.
7. The foregoing shall not apply to temporary assignments which are assigned in accordance with seniority when possible without interference with regular runs.
8. Buses will be assigned as necessary.
9. In the event a route is altered or modified by one (1) bus run the employer agrees that prior to the second semester of school, the bus steward shall have the option of requesting that bus runs be reposted in accordance with Article 9 of the existing contract.

Section 2. TRANSFER OUT OF CLASSIFICATION

Employees who transfer from one classification to another (bus driver-custodian) will be listed on the bottom of the seniority list for purposes of layoffs, overtime, recall, transfers, and promotions. Their total service to the district will be used for the computation of all benefits referred to in this agreement; provided that district seniority in the bus driver unit will be prorated at 1/2 the service of the custodial unit.

Section 3. CUSTODIAL DISPLACEMENT

In the event a custodial unit employee is displaced due to a school closing, the employee will have the right to bump the least senior person in the same classification.

ARTICLE 10

PROMOTION

Section 1. VACANCY/NEW POSITIONS

(a) In the event of a vacancy or newly created driver or custodial position, bargaining unit employees shall be given the opportunity to apply for such an open position provided they meet the qualifications which shall be conspicuously posted in each building for five (5) days.

(b) If a driver position becomes available after the annual bid meeting, those employees with the classification of bus driver will have the opportunity to bid. Those employees with the classification of custodian may apply. The position will be awarded to the most senior driver classification person bidding provided they are qualified of performing all the responsibilities of the assignment.

(c) In the event a driver position is still vacant after the driver bidding process is completed, any custodial classified person who has applied during the five (5) day posting period will be given consideration for the driver position. However, this would not prevent the Board from hiring an outside person, whose qualifications exceed the current school employees who have applied.

(d) If a custodial position becomes available, those employees with the classification of custodian will have the opportunity to bid. Those employees with the classification of bus driver may apply. The position will be awarded to the most senior custodian classification person bidding provided they are fully qualified, certified and capable of carrying out the responsibilities of the assignment.

(e) Should a part time employee (custodian or bus driver) bid on a full time position, their beginning salary will be that of a beginning employee. The grandfather clause in this contract only applies to full time custodian employees as of July 1, 1995.

(e) In the event a custodial position is still vacant after the custodial bidding process is completed, any driver classified person who has applied during the five (5) day posting will be given consideration for the custodial position. However, this would not prevent the Board from hiring an outside person whose qualifications exceed the current school employees who have applied.

Section 2. TRIAL PERIOD

(a) The employee awarded the position shall be granted up to a four (4) week trial period to determine:

- (1) His desire to remain on the job.
- (2) His ability to perform the job.

In the event the senior applicant is denied the promotion by the Board of Education, reasons for denial shall be given in writing to such employee's Chief Steward. In the event the senior applicant disagrees with the reasons for denial, it shall be proper subject for the Grievance Procedure.

(b) During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing by the Employer to the employee with a copy to the Union. The matter may then become a proper subject for Step 3 of the Grievance Procedure.

(c) During the trial period, employees will receive the rate of pay of the job they are performing.

(d) If a vacancy occurs and the employer decides to fill such vacancy, the vacancy shall be posted within ten (10) working days after the Employer makes such decision and shall be awarded within five (5) working days after the final posting.

Section 3. BID RESTRICTION

An employee making a successful bid or transfer shall hold that position for three (3) calendar months before being eligible to bid on any new positions or vacancies.

ARTICLE 11

TEMPORARY TRANSFERS

Employees required to work in a higher classification on a temporary basis for one (1) day, or more, shall be paid the rate of pay of the higher classification while on such a job. Such temporary assignments shall be granted to the senior employee who meets the requirements.

ARTICLE 12

VETERANS' LAW

Except as hereinafter provided the reemployment rights of employees and probationary employees shall be governed by Veterans' applicable laws and regulations.

ARTICLE 13

LEAVE OF ABSENCE

FAMILY MEDICAL LEAVE ACT - The Board reserves the right to exercise those rights available to it under the Family Medical Leave Act and the rules established by the Federal government for purposes of implementation of the Acts provisions.

Section 1. SICK LEAVE ALLOWANCE

Any employee contracting or incurring any non-service sickness or disability which renders the employee unable to perform his duties of employment, shall be eligible for sick leave with pay within the limits as set forth below:

- (a) All regularly employed custodians shall be allowed sick leave days during the year without loss of pay. Each custodian shall be credited twelve (12) sick days and two (2) personal days at the beginning of each school year (September) subject to adjustment if the custodian is not employed the entire year.
- (b) Bus drivers shall be allowed sick leave days during the school year without loss of pay. Each eligible bus driver shall be credited with nine (9) sick days and two (2) personal days at the beginning of each school year (September) subject to adjustment if the bus driver is not employed the entire year.
- (c) Sick leave days which have not been used, may accumulate to the credit of the employee's account not to exceed 72 days, plus the 10 day bonus leave.
- (d) A bonus of ten (10) days sick leave will be credited to the employee's account on the first day of his 6th consecutive year of service.

(e) Under normal situations, the employer may require a doctors certificate after three (3) days illness. The employer may require the employee to have an examination by an employer designated physician and report all conditions which might affect the performance or well being of the employee via a certificate or report from the examining physician. The employer will assume any examination fees and pay the employee for his/her time to comply with this requirement.

(f) An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

Section 2. TERMINAL LEAVE PAYMENT

Terminal leave pay shall be paid to employees who qualify and retire or terminate under the provision of the Michigan Public School Employees Retirement Act, or to his Estate upon death, at the following rates:

10 through 14 years - 1/2 of 60 days pay

15 through 19 years - 1/2 of 80 days pay

20 years or more - 1/2 of 100 days pay

Employees terminated for cause shall not be eligible for terminal leave pay.

Section 3. LEAVES OF ABSENCE WITHOUT PAY

Leave of absence without pay for a reasonable period not to exceed one (1) year will be granted when requested in writing by any employee who has been employed for two (2) or more consecutive years by the district without loss of seniority in any of the following cases. A second year may be granted, at the option of the Employer, if requested at least sixty (60) days before the expiration of the original approved leave.

(a) Serving in any elected or appointed position, either public or union.

(b) Personal illness, either physical or mental. Request to return must be accompanied by an Employer designated physician's statement that the employee is able to resume his regular duties.

(c) Prolonged illness in the immediate family, limited to spouse, children and parents of the employee.

(d) Maternity and/or Paternity leave shall be in accordance with sub-section (b) above and shall be handled as any other illness or disability leave.

(e) Military leave shall be granted for the purpose of enlistment, conscription, or recall to active service in the military forces of the United States. This leave shall automatically be extended for the actual period of military service. Any employee granted military leave, shall forfeit all rights of reemployment in the district if the employee becomes separated from the military service because of a dishonorable discharge, or re-enlists at the completion of initial obligation.

(f) Any employee who presents official orders requiring his attendance for a period of training in other active duty as a member of the United States Armed Forces or National Guard shall be entitled to military leave for a period or periods not exceeding a total of fifteen (15) calendar days in any one year.

(g) One delegate for each fifty (50) members or less, of the local union elected to attend a function of the Council or the International Union, such as conventions or conferences shall be allowed time off with pay to attend such conferences and/or conventions, not to exceed five (5) working days annually. Additional delegates and time off may be allowed, but without pay.

Section 4. LEAVES OF ABSENCE WITH PAY

(a) Sick leave will be granted for personal illness or disability of the employee or critical illness of immediate family (mother, father, children, spouse) as outlined in Article 13, Section 1.

(b) The parties agree there may be personal conditions (the employee will use good judgment in what is deemed personal business) or circumstances which may require absenteeism for other reasons than heretofore mentioned. The Employer agrees that such leave, not to be accumulated nor deducted from sick leave, may be granted and used in situations of urgency, for the purpose of conducting personal business which is impossible to transact on the weekends, after work hours, or during vacation periods. The maximum number of days to be TWO (2) PER YEAR. Requests for such leave days must be submitted 72 hours in advance except in an emergency. Replies for emergency days will be immediate. Other requests will be granted or denied within 48 hours after request is received.

(c) A maximum of three (3) days leave shall be allowed upon the occasion of death in the immediate family. Immediate family in this case is defined as mother, father, spouse, children, mother or father of spouse, grandparents, grandchildren, brother or sister of employee and spouse.

(d) Additional leave time shall be allowed for funeral leave purposes if requested by the employee and charged against the employee's accumulated sick days.

Section 5. RETURN FROM LEAVE OF ABSENCE

Any employee who is returning from an extended leave of absence (3 months or more) must notify the Employer in writing of his intention to return thirty (30) days prior to such return. Failure to comply with this section may be considered as a resignation and a forfeiture of seniority rights.

(a) The employee will be placed in the same classification he held when he left on his leave of absence. It is mutually agreed that insofar as possible the employee will be placed in the same position he/she left.

(b) It is further agreed that any vacancy created by an employee who is on a leave of absence will be filled as provided in Article 9-TRANSFERS and/or Article 10-PROMOTIONS. Employees who fill the vacancy by either of the two methods provided for in these Articles will revert to their former classification or position upon the return of an employee from a leave of absence. The last employee hired into the bargaining unit shall be subject to the layoff procedure in Article 7

ARTICLE 14

Section 1. HOLIDAYS

See Appendix A for Custodians and Appendix B for Bus Drivers.

Section 2. VACATIONS

(a) Custodial Personnel covered by this Agreement except temporary or seasonal employees shall be allowed vacation leave with pay according to the schedule and conditions printed below:

- (1) One week for those employed more than six months and not more than one year.
- (2) Two weeks for those employed more than one year and not more than five years.
- (3) Three weeks for those employed more than five years and not more than ten years.
- (4) Four weeks for those employed more than ten years.
- (5) Vacation time may be taken anytime during the course of the year, provided the employee notifies the employer in writing (custodial supervisor or Superintendent's Office) thirty (30) days in advance. In case of conflicts, vacation periods shall be granted according to seniority. From June 1st through September 30th, the union agrees to allow the employer the discretion to use state and federal programs for the better scheduling of vacations. During the school term, the employer agrees to receive approval from the union to retain state and federal programs.

(6) Years of service for vacation purposes shall be determined as to length of time the employee has served the school district on June 30 of said school year.

(7) If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit, including that accrued in the current calendar year, on a pro-rata basis. A recalled employee who receives credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

(b) Bus Driver Personnel with 1 through 4 years of consecutive service shall receive *FOUR (4)* days of vacation with pay and bus driver personnel with more than 4 years of consecutive service shall receive *FIVE (5)* days of vacation pay. The vacation period shall be the first *FOUR (4) or FIVE (5)* weekdays, as the case may be, of the Christmas vacation period of the school district. The vacation pay shall be payable on or before the last school day prior to the commencement of the Christmas vacation period. Vacation pay will be prorated if an employee works less than the minimum 180 days. Years of service for vacation purposes shall be determined as of December 15 of said school year.

(c) Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purpose may, at the request of the employee and within the discretion of the department head, or building principal, be charged against vacation leave credit.

(d) Each department head, or building principal shall keep necessary records of vacation leave credit and shall schedule vacation leaves with particular regard to seniority of employees, in accord with operating requirements and insofar as possible, according to the desires of the employee.

(e) If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation according to the above schedule and conditions.

ARTICLE 15

UNION BULLETIN BOARDS

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

- (a) Notices of recreational and social events.
- (b) Notices of elections.
- (c) Notices of results of elections.
- (d) Notices of meetings.

ARTICLE 16

RATES FOR NEW JOBS

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

ARTICLE 17

JURY DUTY

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay only if jury duty interferes with the employee's regular employment hours.

ARTICLE 18

SAFETY COMMITTEE

A Safety Committee of employees and the Employer representatives is hereby established. This committee will include the two stewards and the Chapter Chairperson and shall meet upon the request of either group.

ARTICLE 19

EQUALIZATION OF OVERTIME HOURS AND EXTRA TRIPS

(a) Overtime hours shall be divided as equally as possible among the custodial employees in the same classification in their building. An up-to-date list showing overtime hours will be posted in a prominent place in each building.

When overtime is required, the person with the least number of overtime hours in that classification within their building will be called first and so on down the list. For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the number of overtime hours of the employees working during that call-out period with a two (2) hour minimum. Overtime will be computed from July 1 through June 30 each year.

(1) If all regular custodians refuse an overtime assignment and no qualified substitute is available, a qualified custodian with the least seniority will accept the assignment.

(2) In an emergency situation, the custodial supervisor will select and assign the most available, qualified custodian to the needed situation and notify the custodian steward.

(3) However, the custodian shall be guaranteed a minimum of one (1) hour of pay per occurrence when called in for overtime.

(b) Special bus trips shall be awarded to the most senior bus driver on the driver seniority list. A driver shall be notified at least twelve (12) hours in advance of the scheduled trip for which he is assigned. If a driver refuses a trip, he shall be charged with that trip. A driver can be given a special trip during his regular driving time if a qualified substitute can be found. There shall be no trading of trips among drivers. Posting fulfills the requirement of notice. If all regular drivers refuse a trip and no qualified substitute is available, the driver with the least seniority will be required to accept this assignment, or in an emergency situation the transportation supervisor will select and assign a qualified driver by seniority and notify the bus steward. In the case of an athletic trip, a coach will be given the assignment contingent on the possession of a CDL license.

(c) Drivers on layoff shall be called in the normal substitute driver rotation.

ARTICLE 20

WORKER'S COMPENSATION

Each employee will be covered by the applicable Worker's Compensation laws. The Employer further agrees that an employee being eligible for Worker's Compensation will receive, in addition to his Worker's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his regular weekly income, based on forty (40) hours, not to exceed twelve (12) months for any one injury or illness.

ARTICLE 21

WORKING HOURS

Section 1. WORK DAY

The regular full working day shall consist of up to eight (8) hours per day. When the Employer changes the work schedule of any employee, the employer will notify the affected employee as soon as practical.

Section 2. LUNCH PERIODS

Each Custodial Personnel shall have a sixty (60) minute lunch period without pay. *Except, custodial personnel on 3rd shift may, after a conference with their supervisor, elect to take only a thirty (30) minute lunch period without pay. Schedule will be adjusted to fit needs of responsibility.*

Section 3. REST PERIODS

Custodial Employees may take a "coffee break" (2 - 15 minute breaks during an 8 hour shift, not to be used simultaneously), or the first and second half of their regular shift not to exceed fifteen (15) minutes each, whichever may apply. A CUSTODIAN SHALL PUNCH OUT AND IN ON THE REVERSE SIDE OF THEIR TIME CARD FOR BREAKS.

Section 4. OVERTIME

Overtime pay shall be at the following rates:

(a) Time and one-half will be paid as follows:

- (1) For all hours over eight (8) in one day.
- (2) For all hours over forty (40) worked in one week.
- (3) For Saturday as such.

(b) Double time will be paid as follows:

- (1) For all hours worked on Sunday.
- (2) For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.

Section 5. ACT OF GOD DAYS

During the work day, when it is necessary to close schools due to tornado threats or other severe storm warnings or catastrophes, Custodial Employees may leave their respective building or area and not return until the threat or warning ceases to exist. When school classes are canceled prior to the daily opening hour because of an Act of God, Custodial Employees shall nevertheless report to work as soon as possible. Those hours lost due to an Act of God, will not be considered as wages lost.

Section 6. CHANGE IN SHIFT SCHEDULES

On days when pupils are not in attendance and an evening event is not scheduled, the building principal, head supervisor, and custodial staff may arrange a revision of the regular work-shift schedule. On these occasions the work-shift schedule does not have to conform with that in other buildings within the system.

Section 7. MINIMUM WORK DAYS

When driver personnel are scheduled for normal bus runs and school is canceled due to inclement weather, those hours lost due to an Act of God will not be considered as wages lost.

Section 8. REPORT TIME AND NOTICE OF ABSENCE

Bus Driver Personnel shall report to work at least ten (10) minutes before the scheduled departure time to perform the required check of the bus. Whenever possible a bus driver who because of illness or other legitimate reason is unable to report as scheduled, he/she shall notify the Transportation Supervisor or the Superintendent at least sixty (60) minutes before the scheduled departure time of the bus driver's trip. A bus driver who fails to report on time may be denied the scheduled trip in addition to appropriate disciplinary action.

ARTICLE 22

BASIC WAGE RATE AND ANNUAL INCREASE

The wage rates of the employees shall be as set forth in Appendix A and Appendix B.

ARTICLE 23

DISCIPLINE AND DISCHARGE

Subject to the employee's right to resort to the regular grievance procedure in the event of discharge or any other disciplinary action, the Employer reserves the right to discharge or discipline any employee for reasons detrimental to the school system. The Employer before discharging or taking any other disciplinary action as to any personnel shall first give at least

one oral warning of an offense and at least one written warning of an offense, or act committed with a copy sent to the Chapter Chairperson. However, no warning shall be given in the event an employee is involved in a felony charge, or a case of moral turpitude but he shall forthwith be discharged and dismissed or he may be suspended for a period not to exceed five (5) days in the sole discretion of the employer.

(a) An employee may request the removal of disciplinary information from his/her personnel file which is more than two (2) years old.

ARTICLE 24

TERMINATION AND MODIFICATION

Section 1. TERM

This Agreement shall continue in full force and effect until *June 30, 1998*.

Section 2. TERMINATION

If either party desires to terminate this Agreement, it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on ninety (90) day written notice prior to the current year's termination date.

Section 3. MODIFICATION

If either party desires to modify or change this Agreement, it shall, ninety (90) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 4. NOTICE OF TERMINATION OR MODIFICATION

Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union to: Michigan Council #25, AFSCME, AFL-CIO, 1034 North Washington Avenue, Lansing, Michigan 48906, and if the Employer, addressed to: Superintendent of Schools, 400 South State Street, Michigan Center, Michigan 49254.

ARTICLE 25

MISCELLANEOUS

Section 1. CONTRACTING & SUBCONTRACTING OF WORK

During the term of this Agreement, the Employer shall not contract out or subcontract work which is regularly and normally performed by members of the bargaining unit, and which can be done with a reasonable amount of overtime by the employees in the bargaining unit.

(a) Michigan Center and East Jackson School Districts have historically participated in "cooperative busing", when both districts have had small groups of students attending a school related event at the same destination. The procedure to be used to meet the needs of cooperative busing is as follows:

(1) Cooperative busing shall be arranged through Michigan Center and East Jackson Transportation Supervisors.

(2) Busing responsibility shall be rotated between East Jackson and Michigan Center School Districts as needed.

(3) The district who provides the services related to cooperative busing shall be responsible for the cost.

Section 2. DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each employee a copy of this Agreement, and to provide a copy of this Agreement to all new employees entering the employment of the Employer.

Section 3. SUCCESSOR CLAUSE

To the extent that the laws of the State of Michigan provide this Agreement shall be binding upon the Employer's successors, assigns, purchaser, lessees or transferees, whether such succession, assignment or transfer be effected voluntarily or by the operation of law, and in the event of the Employer's merger or consolidation with another Employer, this Agreement shall be binding upon the merged or consolidated Employer.

Section 4. COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

Section 5. GENDER

Wherever the masculine gender is used in this Agreement, it shall be considered to apply to either or both sexes.

Section 6. DRUG & ALCOHOL TESTING

Omnibus Transportation Employee Testing Act of 1991 – See Appendix D.

ARTICLE 26

EFFECTIVE DATE

This Agreement shall become effective July 1, 1995.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

MICHIGAN CENTER SCHOOL EMPLOYEES
CHAPTER OF LOCAL UNION #139,
MICHIGAN COUNCIL #25, AFSCME, AFL-CIO

Edward Naggen
Patrick Stevens

Negotiating Committee
In presence of:

Penney A. Pappert
Jeanne J. Reimer

MICHIGAN CENTER SCHOOL
DISTRICT

Daniel C. Bentschneider
Board President
Carol A. Stepples
Board Secretary
Jode J. Jimenez
Superintendent of Schools

In presence of:

Judy A. Johnson

APPENDIX A

A. SALARY SCALE - Full Time Custodians

	<u>95-96</u>	<u>96-97</u>	<u>97-98</u>
0-1 Year	\$ 8.70	\$ 8.70	\$ 8.70
1-2 Years	\$ 9.50	\$ 9.60	\$ 9.70
2-3 Years	\$10.25	\$10.35	\$10.45
3-4 Years	\$11.00	\$11.10	\$11.20
4-5 Years	\$11.75	\$11.85	\$11.95
5 Years +	\$12.95	\$13.05	\$13.15
Utility	\$ 6.50	\$ 6.50	\$ 6.50

B. BOARD PAID ANNUITY – 1% (\$25.00) per month paid annually in June.

C. PAID HOLIDAYS

0-1 Year	Christmas Day
1-2 Years	Christmas Day, New Year's Day, July 4th
2-3 Years	Christmas Day, New Year's Day, July 4th, Thanksgiving & day after Thanksgiving
3-4 Years	Christmas Day, New Year's Day, July 4th, Thanksgiving & day after Thanksgiving, Labor Day, Memorial Day
4-5 Years	Christmas Eve & Christmas Day, New Year's Day, July 4th, Thanksgiving & day after, Labor Day, Memorial Day
5 Years +	Christmas Eve & Christmas Day, New Year's Eve & New Year's Day, July 4th, Thanksgiving & day after, Labor Day, Memorial Day, Employee's Birthday, Good Friday (provided school is not in session), and Friday before Labor Day or day of mutual choice.

Whenever any of the above holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If the holiday falls on Sunday, the following Monday shall be observed as the holiday.

Employees shall be eligible for holiday pay under the following conditions:

1. The employee must work his last scheduled work day prior to the holiday and the scheduled work day following the holiday unless he is excused by the Employer, or he is absent for any reasonable purpose.
2. If the holiday is observed during an employee's scheduled vacation, his vacation shall be extended one extra day. If the holiday is observed while he is on sick leave the holiday will not be deducted from his leave allowance.

D. INSURANCE

LIFE INSURANCE - Upon completion of the custodian's probationary period, the Employer shall furnish, without cost, a ten thousand dollar (\$10,000) life and double indemnity accidental life insurance policy. This shall be terminated on the last day of the month in which the employee terminates his/her employment.

HOSPITALIZATION INSURANCE - Upon completion of the custodian's probationary period, the employer shall pay an annual premium of \$6,500 for hospitalization insurance. Any amount over that will be the employee's responsibility until it becomes more than 3% of \$6,500 (\$195), at which time the two parties agree to meet and discuss any adjustments. Should the district change carriers, hospitalization insurance will be equal to or better than below listed.

Super Care 1 - MESSA PAK

Long Term Disability	66-2/3%
	90 Calendar Days-Modified Fill
	\$2,500 Maximum
	Freeze on Offsets
	Alcoholism/Drug Addiction 2 Year
	Mental/Nervous Same as Other Illness

Delta Dental	E 007 (80/80/80)
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Vision	VSP-2
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E. RETIREMENT

During this agreement, the Board shall pay 14.56% to the Public School Employees Retirement Fund for each eligible employee in the unit. The employee shall also be covered by social security (7.65%).

APPENDIX B

A. SALARY SCALE - Bus Driver Personnel.

The following rates will be paid for a bus run consisting of a single pick up and delivery of students along an established route before and after school.

	<u>95-96</u>	<u>96-97</u>	<u>97-98</u>
Per Single Bus Run	\$8.75	\$8.85	\$8.95
No Associated Duty Pay			
Duties Remain			

It is recognized that there are associated duties with bus driving, which include daily cleaning, sweeping, fueling, monthly washing and maintaining the area in the drivers immediate path around the bus in a safe condition. These duties will be done after every double run.

B. EXTRA WORK

Drivers will be paid for extra work assignments not covered by paragraph A at an hourly rate of *\$6.70* – no associated duty pay, duties will remain. Examples of extra work assignments include, but are not limited to, swim runs, special shuttles, field trips, athletic trips and meetings.

C. BOARD PAID ANNUITY – \$115 annually paid in June.

D. PAID HOLIDAYS

Memorial Day, Labor Day, Thanksgiving Day & day after Thanksgiving, Christmas Day, President's Day (provided school is not in session), Good Friday (provided school is not in session), Employee's Birthday (or day of choice provided employee gives supervisor at least 10 days notice).

Whenever any of the above holidays shall fall on Saturday, the preceding Friday shall be observed as the holiday. If the holiday falls on Sunday, the following Monday shall be observed as the holiday.

Employees shall be eligible for holiday pay under the following conditions:

1. The employee must work his last scheduled work day prior to the holiday and the scheduled work day following the holiday unless he is excused by the Employer, or he is absent for any reasonable purpose.

2. If the holiday is observed during an employee's scheduled vacation, his vacation shall be extended one extra day. If the holiday is observed while he is on sick leave, the holiday will not be deducted from his leave allowance.

E.. RETIREMENT

During the term of this agreement, the Board shall pay 14.65% to the Public School Employees Retirement Fund for each eligible employee in the unit. The employees shall also be covered by social security (7.65%).

F. INSURANCE

LIFE INSURANCE - From the first day of the month following the employment of the bus driver, the Employer shall furnish, without cost, a ten thousand dollar (\$10,000) life and double indemnity accidental life insurance policy. This shall be terminated on the last day of the month in which the employee terminates his/her employment.

VISION INSURANCE - The Employer will reimburse every regular bus driver \$150 annually for vision care. Employees must submit vision care receipts to the Business Office to receive their reimbursements.

APPENDIX C

LIST OF DUTIES:

Custodian

Lock and unlock building
Clean, sweep, mop and dust interior of buildings
Wash walls, windows, woodwork, furniture and chalkboards
Wax and polish floors and furniture
Empty waste paper containers
Clean wash bowls and toilets
Move desks and chairs in rooms
Carry books and supplies from place to place in building
Gather and remove refuse from school grounds
Sweep sidewalks outside
Wash windows outside
Shovel snow adjacent to building
Replace light bulbs and minor electrical repairs
Place and remove chairs for meetings and entertainments
Move chairs and furniture between buildings
Carry books and supplies between buildings
Move and repair bleachers inside and out
Minor roof repair
Maintain and clean boilers and flues
General minor repairs and maintenance
Unload freight wherever needed
Minor repairs and maintenance of furniture
Replace broken windows

The above list of assigned duties is not all inclusive, other duties may be assigned as needed.

DRUG AND ALCOHOL POLICY
For Drivers of
Michigan Center Public Schools
400 South State Street
Michigan Center, Michigan 49254

A. PURPOSE: BUSINESS NECESSITY

The management of Michigan Center Public Schools is committed to protect the health and safety of employees by insuring that they are fit for duty while on the job. It is the intention of Michigan Center Public Schools to provide and maintain a safe, drug-free environment for its employees as well as the community. Michigan Center Public Schools will use as its guideline for this policy, the current Department of Transportation regulations and will change this policy as changes are made in the federal or state regulations.

The drug and alcohol policy is necessary to:

1. Maintain the safety of mass transit and other safety sensitive operations by establishing a drug-free environment thereby minimizing the possibility of a drug or alcohol related operational accident;
2. Provide assistance to employees with substance abuse problems;
3. Comply with the Department of Transportation Mandatory Drug Testing Program, the Drug Free Workplace Act of 1986, and other applicable state and federal programs; Omnibus Transportation Employee Testing Act of 1991.
4. Ensure the effective performance of employees;
5. Guard against liability resulting from the actions of employees;
6. Protect school property and other employees against theft by persons who steal to support a drug habit;
7. Deter illegal activities;
8. Provide an effective deterrent against pressure to experiment or continue use of drugs and/or alcohol.

B. SCOPE:

1. Drug Free Work Environment

Employee involvement with alcohol or drugs can adversely affect the work environment, job performance and the safety of all employees. Therefore, the use of unlawful drugs, reporting to work or working while impaired by, or under the influence of alcohol, controlled substance or any other drug; or the possession on work premises of alcohol, controlled substances, or any other drug are expressly prohibited as is the unauthorized possession or use of alcohol on the work premises. A violation of this prohibition will result in disciplinary action up to and including termination.

The performance of safety-sensitive functions is prohibited:

- a. While having an alcohol concentration of .04 or greater as indicated by alcohol breath test.
 - b. While using alcohol.
 - c. Within four hours after using alcohol.
1. Cooperation with Drug Testing Program

Failure to cooperate with any drug testing program requirement including but not limited to; refusing to consent to testing or to submit a urine sample for testing when requested by management, switching or adulterating a sample, or refusing to sign a statement agreeing to abide by the Michigan Center Public Schools' Drug and Alcohol Policy will result in termination of employment. Prior to taking any action for a positive drug test Michigan Center Public Schools will provide the opportunity to employees to explain the test results to the Medical Review Officer (MRO). Refusing to submit to an alcohol test and using alcohol within eight hours after an accident the alcohol test has been conducted is prohibited.

2. Criminal Convictions of Drug Statutes

The conviction under any criminal drug statute; or failure to notify the company of any arrest or conviction under any criminal drug statute, within five days after the arrest or conviction may result in termination of employment.

3. Search

In circumstances where there is a reasonable belief that drugs or alcohol are present on the company premises or in a company vehicle, a company-supplied locker, desk or other container, a search may be conducted to confirm that belief.

4. Applicant Testing

Based on the business needs of Michigan Center Public Schools, applicants being considered for school bus driver positions will be screened for illegal drug use. Offers of employment are strictly conditional, and contingent upon the successful completion of a screening for drugs of abuse.

Applicants who have received treatment for chemical dependency and have successfully been treated for drug or alcohol dependency will be considered on the applicant's commitment to remaining drug free and the agreement to be tested on a periodic basis for one year.

5. Prescription Drugs

The use of legal drugs (over the counter or prescription medications) in accordance with doctors orders or manufacturers recommendations is not prohibited. If the use of such drugs may affect the employee's ability to perform their job safely, they must report this medication to their supervisor. Excessive use or abuse of such drugs shall be considered use of illegal drugs under this policy.

6. Employee Assistance

An employee assistance program (EAP) is available to provide information and assist employees in obtaining treatment before their health, safety and work performance are affected.

7. Training

Michigan Center Public Schools will provide an education and training program for its employees and supervisory personnel who will determine whether an employee must be tested based on reasonable cause. The education program will include:

- a. Display and distribution of informational material;
- b. Display and distribution of a community service hot-line telephone number for employee assistance;
- c. Display and distribution of the Company's Policy regarding the use of prohibited drugs.

Training for supervisory personnel who will determine whether an employee must be tested based on reasonable cause will include at least one 60 minute period of training on the specific, contemporaneous physical, behavioral, and performance indicators of probable drug use.

C. PROGRAM ADMINISTRATOR:

Michigan Center Public Schools Drug and Alcohol Free Workplace program shall be administered by: David Mc Cave

Michigan Center Public Schools, 400 South State Street, Michigan Center, Michigan 49254 and
Tom Allen Enterprises, Inc., 720 East 8th Street, Suite 4, Holland, MI 49423 (616)392-9094

D. SUBSTANCES TO BE TESTED BY MICHIGAN CENTER PUBLIC SCHOOLS:

<u>Substances to be tested</u>	<u>Initial Test</u>	<u>Confirmatory Test</u>
Marijuana Metabolite	50ng/ml	15ng/ml
Cocaine Metabolite	300ng/ml	150ng/ml
Opiates Metabolite	300ng/ml	300ng/ml
Phencyclidine	25ng/ml	25ng/ml
Amphetamines	1000ng/ml	500ng/ml

E. EMPLOYEES TESTING POSITIVE

1. Michigan Center Public Schools will tolerate an employee testing positive for the illegal use of drugs or alcohol only once. After rehabilitation and release by the MRO, the employee must successfully pass a drug and alcohol screen. The employee will then be placed in a post-rehabilitation testing program. If the employee tests positive again at any time, the employee will be dismissed immediately.
2. Michigan Center Public Schools will not accept any financial responsibility for the rehabilitation services received by the employee.
3. Any employee who tests verified positive for prohibited drug use must contact Michigan Center Public School's designated EAP by telephone within 48 hours of receiving notice of a positive test result by the MRO. The employee must initiate a rehabilitation program with the EAP. If the employee fails to contact the EAP within the 48 hour time limit following notification of positive test results, or fails to successfully complete the established rehabilitation program set forth by the EAP, the MRO, and Michigan Center Public School's plan administrator, employment with Michigan Center Public School will be immediately terminated.
4. Any breath alcohol test with a concentration between .02 and .04 will require a second test. If verified positive, the employee will be immediately removed from safety sensitive functions for 8 hours or until another breath test is administered and the result is less than 0.02.

