

MASTER AGREEMENT

by and between

**GRASS LAKE EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION
JCEA/MEA/NEA**

and

**GRASS LAKE COMMUNITY SCHOOLS
BOARD OF EDUCATION**

September 1, 2019–August 31, 2022

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ARTICLE 1 - RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive bargaining representative as defined in Section 11 of the Michigan Public Employment Relations Act and in accordance with MERC Certification R76 D-192 dated November 12, 1976 for all full-time non-supervisory cafeteria, secretarial, bus drivers, aides, custodial, and maintenance personnel employed by the Grass Lake Community Schools excluding all supervisory employees, substitutes, confidential employees, and all others.
- B. **Definition of Terms:**
1. **"Full-Time Employee"**: An employee who is regularly scheduled to work on a permanent daily basis.
 2. **"Substitute Employee"**: A person who takes the place of an employee on a non-permanent, day-to-day basis, until the regularly assigned employee returns or is replaced.
 3. **"Temporary Employee"**: An employee who provides services when help is required and said job assignment or position is not of a permanent nature.
- C. Only after sixty (60) consecutive working days of employment with the District shall temporary and substitute employees be subject to the terms and conditions of this Agreement.
- D. Temporary and substitute employees shall not be employed if the result would be to take work away from the bargaining unit or would cause vacant positions to not be posted and filled with full-time employees, except as otherwise provided herein.
- E. The term "employee" when used in this Agreement shall refer to all employees in the bargaining unit as described above.
- F. The term "Employer", "Board", "District" when used in this Agreement shall refer to the Board of Education and administration of the Grass Lake Community Schools.
- G. Supervisors may perform bargaining unit work in an emergency or to the extent necessary to train and orient new employees and/or train and retrain current employees. An emergency shall be defined as an unforeseen circumstance that could not have been planned for in the normal course of school operation, requiring immediate remedial action (e.g., flooding). Team Leaders may perform bargaining unit work but will not have any ability to make decisions regarding the employment status that fall under the coverage provided by this Agreement.

ARTICLE 2 - NEGOTIATION PROCEDURES

- A. The parties agree to commence negotiations on a successor Agreement at least sixty (60) days before the expiration date of this Agreement.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals as to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Association and the

Employer, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively as to any subject or matter referred to, or covered in this Agreement, or as to any subjects or matters not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

- C. **Special Conferences.** For the discussion of important matters (not grievances) special conferences may be arranged at a mutually satisfactory time between the Association and the Employer representative(s) within ten (10) regularly scheduled working days after request of either party, subject to the following conditions:
1. Such meetings shall be held not more than once per month unless mutually agreed otherwise.
 2. Such meetings must be attended by the Bargaining Committee, which shall not exceed four (4) employees. Such meetings may be attended by a representative of the JCEA. The Superintendent and/or designated representatives will represent the Employer.
 3. There must be at least one (1) calendar week's advance written notice of the agenda from the party requesting the conference. If both parties have subjects they wish to discuss, they shall exchange agendas at least one (1) calendar week before such meeting. The discussions at such special conferences shall be limited to the items set forth in the agenda, unless mutually agreed otherwise during said conference.
 4. Such special conferences shall commence, if mutually agreeable, during the regularly scheduled business day. Employees shall be paid at their regular hourly rate of pay for all time necessarily lost from their regularly scheduled work while attending such conferences. Employees shall not be paid for any time spent while attending such conferences outside their regularly scheduled working hours.
 5. The parties agree that as much as possible all special conferences shall be conducted and/or held outside of normal working hours for those employees involved from the Association.

ARTICLE 3 - EMPLOYER RIGHTS

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

ARTICLE 4 - ASSOCIATION RIGHTS

- A. School rooms may be used by the Association for meetings and special programs at no charge, provided that notification is made to the building principal on the appropriate form at least twenty-four (24) hours in advance.

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

ARTICLE 5 - PAYROLL DEDUCTIONS

- A. Pursuant to Act 336 of the Public Acts of 1947, as amended, the Employer hereby agrees that every eligible employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 336 or other laws of Michigan or the Constitution of the United States; that it will not discriminate against any employee with respect to any term or condition of employment by reason of his membership in the Association, his participation in any activities of the Association or collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment. In accordance with PA 347 of 2012, neither the Association nor the Board shall coerce, threaten, or otherwise pressure any employee to join or not join the Association.

The Association agrees to be bound by the same applicable laws.

- B. The Employer shall also make payroll deductions upon written authorization from employees for the following and any other programs jointly approved by the Association and the Employer:

1. Tax sheltered annuities
2. MESSA and MEA FS options

ARTICLE 6 - EVALUATION

A. Definitions.

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

B. **Evaluation Procedure.**

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

- C. **Unsatisfactory Evaluation.** If an employee receives a less than satisfactory evaluation, a Plan of Assistance shall be developed within ten (10) work days by the employee and the supervisor. Such Plan shall set forth the specific reasons the employee's work is unsatisfactory, an identification of the specific ways in which the employee is to improve, the assistance to be given by the Employer towards improvement and specific target dates for improvement. The employee may have a representative of the Association present during any consultations regarding the Plan of Assistance.

ARTICLE 7 - EMPLOYEE RIGHTS AND PROTECTION

- A. Nothing contained in this Agreement shall be construed to deny or restrict to any employee rights that employee may have under any applicable law or constitution.

- B. **Non-Discrimination.** The provisions of the Agreement, and the wages, hours, terms, and conditions of employment shall be applied without regard to race, religion, color, national origin, age, sex, sexual orientation, disability, or marital status.
- C. **Complaint.** Any complaint directed toward an employee shall be promptly called to the employee's attention, if such complaint is to be made a part of the employee's personnel file, or will be the cause of disciplinary action.
- D. **Employer Reimbursement.** The Employer will reimburse the employee for loss, damage, or destruction of the following which is not the result of negligence on the part of the employee:
1. Personal property authorized by the Employer for use on school premises, when such property is needed or used in the normal work of the employee, not to exceed \$250.00. The Employer will not be responsible for any personal property which has not been previously reported in writing to the Employer.
 2. The Board will carry non-owner vehicle insurance when employees are required to use their personal vehicles for authorized school business.
 3. If an employee provides the Employer with an itemized list of personal tools, the Employer will replace any such tools stolen or broken during the course of normal work on behalf of the District.
- E. **Personnel File.** The employee shall be presented all materials, other than records of pay, absences, that are placed in his/her personnel file commencing with the effective date of this Agreement. Signing of the material does not necessarily mean agreement with the content by the employee. Employees shall have fourteen (14) calendar days to submit any written statement as to such materials for inclusion in the personnel files.
- F. Employees believing that material being placed in their personnel file is false or incorrect may register a complaint through the grievance procedure.
- G. **Removal of Discipline Documents.**
1. Any verbal warning or written reprimand, noting date, time, place, brief description of unsatisfactory job performance and expected correction in an employee's personnel file which do not relate to a reoccurring incident will be removed after twenty-four (24) months.
- H. **Right to Representation.** An employee, at the employee's request, shall have a representative of the Association present when being reprimanded or disciplined. This does not limit the authority of the Employer to give a directive to any employee at any time.
- I. **Discipline Standard.** No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Disciplining or reprimanding shall be done in private except as provided in paragraph H of this Article.
- J. **Progressive Discipline.** The Employer agrees to practice the concept of progressive discipline and shall notify the employee of alleged delinquencies. The Employer shall not be obligated to adhere to the progressive discipline concept when the proven misconduct is of a gross nature. The parties agree that progressive discipline minimally includes verbal warning, written reprimand, suspension without pay, with discharge as a final resort. Any disciplinary action taken against an employee shall be consistent with the behavior that precipitates said action.

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

ARTICLE 8 - SENIORITY, LAYOFF, AND RECALL

A. **Seniority.**

1. Seniority shall be defined as an employee's length of continuous service with the Employer which shall be from his/her most recent date of hire. Employees on unpaid leaves of absence or layoff shall neither gain nor lose seniority. Seniority shall continue to accumulate during unpaid leaves of absence of less than two (2) weeks in duration.
2. Date of hire shall be defined as the date the employee first reports to work pursuant to instructions from the Employer. If more than one individual has the same last date of hire, a drawing to determine position on the seniority list shall be conducted openly and at a time and place which will reasonably allow affected employees and Association Representatives to be in attendance.
3. Employees who change classifications shall hold active seniority in their current classification and shall hold inactive seniority in their previously held classification. Inactive seniority shall only be used for the purpose of layoff and recall (as specified in Section B. Paragraph 4. below).
4. Beginning July 1st, 2007, an employee who is concurrently working in two (2) different classifications shall accrue and hold seniority in both classifications.
5. **Probationary Period.**
 - a. All new employees shall be probationary employees for the first sixty (60) work days since their most recent date of hire. The sixty (60) work day probationary period may be extended by the additional number of days necessary to make up for duty days missed through the employee's absence and/or school vacation days.
 - b. Upon satisfactory completion of the probation period, the employee's name shall be added to the seniority list as of his/her most recent date of hire.
 - c. If at any time, before the completion of the sixty (60) work days' probationary period the employee's work performance or attendance is unsatisfactory, he/she may be dismissed by the Employer without appeal by the Association.

B. **Layoff.**

1. Employees shall be laid off according to their seniority within their classification. An employee whose job has been eliminated or who is on scheduled layoff shall have the right to displace an employee in the same or lower classification group with less seniority in said classification. (See Appendix A for classification groups.)
2. Written notice of layoff shall be made to the affected employees at least thirty (30) calendar days before the layoff. School year employees not being recalled from summer recess at the time school would normally begin shall also be given written notice at least thirty (30) calendar days

before the normal start of school. Before those thirty (30) calendar days, the Employer will meet with the Association regarding issuance of said written notice(s).

3. Laid-off employees shall have their insurance benefits continued to the end of the prepaid period in which the layoff occurs. Thereafter, the employee may at his/her option, continue such benefits for up to one and one-half (1-1/2) years at his/her own expense unless such individual payment(s) will cause the insurance carrier to increase the premium or re-define the group.
4. Laid-off employees who hold seniority in a classification other than the classification from which they are laid-off may, at the option of the employee, displace the least senior employee in that other classification provided that the laid-off employee has more classification seniority than the employee being displaced. An employee must exercise this option before the effective date of the layoff.

C. **Recall.**

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

3. **Procedures.**

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

ARTICLE 9 - VACANCIES, PROMOTIONS, AND TRANSFERS

A. **Definitions.**

1. **“Classification”**: The result of classifying. See Appendix A.
 2. **“Classification Group/Group”**: One or more employees engaged in the same type of work.
- B. **Vacancies**. Notices of vacancies to be filled or newly-created positions shall be delivered to the employee and sent to the Association Chairperson at least seven (7) working days before filling the vacancy. Employees interested in filling the vacancy shall make written application within the seven (7) working day posting period. When a selection is made following posting, the individual being awarded the position will be notified in writing. The Association office will also be notified. The person being awarded the job will assume the position within ten (10) days.
- C. **Filling Vacancies**.
1. If a vacancy occurs it shall be posted as specified in paragraph B above. If there is an individual on layoff who can only assume the vacant position and not the remaining position from an internal transfer then the laid off employee shall be given the position.
 2. Within the same classification group the most senior employee who can meet the qualifications of the position as determined by the administration shall be given a trial period of not more than thirty (30) working days. If during the trial period the employee's work is unsatisfactory, or at the request of the employee, he/she shall be reinstated to his/her former classification group.
 3. When there are no applicants from the same classification group, the applicant within the same classification making application who can meet the qualifications of the position as determined by the administration shall be given a trial period of not more than thirty (30) working days. When there are no applicants from the same classification, the applicant with the most District-wide seniority who can meet the qualifications of the position as determined by the administration shall be given a trial period of not more than thirty (30) working days. During the trial period, the employee will be reinstated to his/her former group at his/her request or by the Employer if the employee's work is unsatisfactory. If the vacancy is not filled through sub-paragraphs C-2 and 3, then the vacancy may be filled from outside the bargaining unit.
 4. An Association officer may be present during interviews for such vacancies to monitor the process.
- D. **Compensation**.
1. For whatever step the employee leaves, the employee drops back two (2) steps of the new group/classification and advances one step each year until reaching the step the employee would normally have been at.
- E. **Transfer**. The Employer shall not transfer an employee out of his/her group/classification without the consent of the employee and the Association.
- F. It is the understanding of the parties that if an individual is temporarily filling in for another employee at a higher rate of pay and a holiday intervenes during that pay period, the individual assuming the higher paying job will receive a higher holiday pay as a result.

ARTICLE 10 - WORKING CONDITIONS

A. **Hours.**

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

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

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

- 1) Whether a team leader is in place to monitor projects and work. Said team leader will receive a stipend of five hundred dollars (\$500.00) in recognition of the additional duties and responsibilities incurred.
- 2) Whether a work schedule can be developed that will ensure five (5) full days of operations for each building (Monday through Friday).
- 3) Vacation hours, personal business days and floating holidays taken while on the 10-hour work schedule, will be credited for the full 10 hours (40 hour work week).
- 4) Holiday pay (Fourth of July) will be based on ten (10) hours of time worked.
- 5) Due to the small staff, the custodial-maintenance personnel need to be flexible to assist co-workers on an "as needed" basis.
- 6) Vacations must be coordinated so that building coverage is ensured.
- 7) The Employer reserves the right to discontinue the ten (10) hour day work schedule when the interest of the District and employees are not properly served. Notice of schedule change will be as provided in paragraph six (6) below.

2. **Work Day.**

- a. The normal work day for aides, bus drivers, secretaries, and cafeteria employees will depend upon the individual position each employee is assigned to by the Employer. The normal work week for said employees shall consist of Monday through Friday.
 - b. Secretaries hired to work the school year, as defined by the school calendar, shall work one (1) week before and one (1) week after the teacher school year. Days requested beyond the two (2) weeks will be at the secretary's option and can be refused.
 - c. Cafeteria workers hired to work the school year as defined by the school calendar shall work two (2) regular work shifts before the first lunch day and two (2) regular work shifts after the last lunch day of the calendar school year. These shifts will be compensated at the employee's regular pay rate.

3. Nothing contained in this Agreement shall be construed to constitute a guarantee of work.
4. Employees shall be notified in writing of their regular daily starting and ending time of work by the direct supervisor at least five (5) work days before the employee's scheduled start of the new school year.
5. **Shift Alteration**. The Employer may alter an employee's shift start or end time by up to one (1) hour, provided forty-eight (48) hours written advance notice is given to the employee, except in cases of emergency.
6. The Employer may alter an employee's shift start or end time by more than one (1) hour, provided two (2) weeks written advance notice is given to the employee. Shift changes shall be at least one (1) work week in duration.
7. **Breaks**. Any employee working 5 or more hours a day shall receive a half (1/2) hour duty free, uninterrupted lunch period at or near the mid-point of their work shift. Employees receiving an unpaid lunch period shall be allowed to leave the school buildings and grounds during said lunch period. Cafeteria employees shall be given a reasonable amount of time, up to a half (1/2) hour, to eat lunch during their work day.
8. Employees shall be entitled to a fifteen (15) minute uninterrupted break period during the first half (1/2) of their shift and again during the second half of their shift. Break time for employees working less than an eight (8) hour shift shall be prorated at four (4) minutes per hour worked.
9. **Schedules**.
 - a. The timing of the lunch and break periods may vary, depending on the nature of the work being performed by the employee at the time, and under certain conditions it will be impossible for employees to take a break period until the urgent aspect of the job then being performed has been completed. Supervisors shall establish reasonable lunch and break period times for each employee after consulting with the employees, and the employees shall not vary from the established lunch and break period schedule without the supervisor's permission.
 - b. Schedules will be posted by each time clock and all supervisors/administrators given written notification of work schedules. Any change from the work schedule should be work related and should be documented.
10. **Snow Days**.
 - a. When school is officially called off for students due to inclement weather, all bus drivers, secretaries, aides, and cafeteria employees (except for cooks) are not required to report for work and shall be paid their normal daily rate for their regularly scheduled shift for that day. Cooks will report for work as soon as safely possible on such days if food needs to be put away or cooked due to the risk of spoilage. The cooks may leave when such work is completed. Custodians will report to work on such days if the building has been occupied by students since the last cleaning. If in the opinion of the supervisor the building is cleaned and ready to be occupied, custodians will not need to report or can be sent home early. Maintenance will report on such days for the removal of snow, checking

boilers, etc. They may be released early in the day if, in the opinion of the supervisor, the building, parking lots, and related areas are ready for school. Any employee who works a partial shift and is released will be paid for the regularly scheduled shift for that day.

- b. The Board may, in its discretion, reschedule any such days to be made up during the balance of the school year or at the end of the originally scheduled school year. Make-up days in excess of originally scheduled calendar days in each school year will not be paid days to the extent the employee was not required to report for work but was paid for the snow days. For bus drivers, cooks, secretaries, and aides, make up days will be in addition to the employee's scheduled work year.
- c. Employees who are not scheduled to work on a snow day will not be paid for such snow day.
- d. Paid leave days scheduled on a snow day will not be deducted from any leave bank.

B. **Work Assignments.**

- 1. **Supervision.** Each employee shall be assigned an immediate supervisor.
- 2. **Call Back.** An employee who has returned home after completion of his/her regularly scheduled working hours may be requested to return to work. The parties agree that this is a request and it is not mandatory that the employee return. Compensation for call back shall be in accordance with Article 13.
- 3. **Overtime and Extra Work.**
 - a. The Employer may assign overtime and extra work. An employee may not work overtime without the advanced approval of the employee's supervisor.
 - b. Notice of overtime or extra work shall be given to the affected employee(s) at least seventy-two (72) hours in advance, whenever possible.
 - c. Overtime and extra work shall be offered to employees on a rotating basis according to classification seniority in the affected classification. If no employee volunteers to work the overtime or extra work, it may be offered to a substitute employee at the regular substitute rate. If no substitute volunteers to work, said overtime shall be assigned to the next employee on the rotation list. The rotation list shall be posted in each building with the exception of bus drivers which shall be posted in the Superintendent's office.
 - d. Declining overtime or extra work that has been offered seventy-two (72) hours or more in advance shall cause said employee to lose his/her turn on the rotation list. Declining overtime or extra work that has been offered less than seventy-two (72) hours in advance shall not cause said employee to lose his/her turn on the rotation list.
 - e. When the extra work or overtime to be performed is an immediate continuation of a specific job that was being performed, it shall be considered as unscheduled extra work or overtime and may be performed by the employee(s) who were performing this specific job.

- f. When the lead cook does banquet preparation and other food service duties become necessary for cafeteria employees outside of the regular school day, this work will be assigned as overtime and offered to employees on a rotating basis following Article 10, B. 3. c. above.
 - g. Compensation for overtime shall be in accordance with Article 13.
- 4. During the time school is in session, the duties of an employee (excluding classification A and all probationary employees) who is absent shall be offered to another employee according to seniority within the same job classification as the absent employee. A substitute employee will be hired to fill the remaining vacant position. Such replacement shall take place upon notification by the employee of his/her intention to take an extended absence of five (5) days or more.
 - 5. Food service personnel and aides may work during common planning or one-half (1/2) student days when work is available and by mutual agreement between the employee and his/her supervisor.

C. **Safety.**

- 1. The Employer shall make reasonable provisions for the safety and health of its employees while performing their duties during the hours of their employment and shall furnish such protective devices as are reasonably required.
- 2. **Protective Clothing.** Cafeteria employees shall be provided two (2) smocks or aprons or one (1) of each. One (1) item will be replaced each year.

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

The, aide, and secretary employees shall be provided one (1) work shirt per year. School supplied work shirts may not be altered.

The custodial and maintenance employees shall be provided six (6) work shirts that shall be worn during the work day. Three (3) new shirts will be purchased each year as needed. School supplied work shirts may not be altered..

Food service, bus mechanic, maintenance and custodial employees shall be provided up to one hundred dollars (\$100.00) per year for one (1) pair of appropriate safety shoes per year. The employee must provide documentation that the purchased shoes are for safety reasons and receive approval of their supervisor prior to purchase. Purchases must be completed by September 30 of the current school year..

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

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

D. **Bus Driver – General.**

1. Regular Run Definition – “A Regular Run” (See Appendix A) shall consist of one route for picking up of students in the morning and one route for returning them home in the afternoon for the purpose of attending school. A regular run will be considered as two and one-half (2 ½) hours per day and the Career Center run will be considered as 4.25 hours per day.
2. Bus Drivers shall continue to be assigned to their current runs, except in emergency situations or when mitigating circumstances necessitate that in the best interests of the District a change be made.
3. Buses will be assigned to bus runs by the bus supervisor, on the basis of miles run per day and the amount of mileage on the bus. Buses assigned to extra runs shall be assigned according to the mileage of the run (i.e., newer buses to longer runs).
4. Regular Runs that exceed 2 ½ hours per day (75 minutes per morning or afternoon run) shall be compensated as follows:
 - a. Average regular run times shall be determined by the transportation supervisor based on morning and afternoon driving time and including 15 minutes per day for pre-trip, fueling and misc. cleaning.
 - b. The total number of minutes beyond the regular run shall be calculated for the entire year.
 - c. Using the hourly rate of the driver the excess minutes shall be paid in a lump sum at the end of the year providing said driver has driven that route for the entire school year.

Example of calculation: Morning run + Afternoon run + 15 minutes = actual total run time

If actual total run time is > (more than) 150 minutes per day, then excess minutes per day will be compensated as per paragraph above.

5. Upon request of a driver, the Board of Education shall, on a case by case basis, review the possibility of providing an aide for reasons of protecting and safety of drivers and students.
6. **Extra Runs.** All bus drivers will be offered the opportunity to drive the extra runs. If none of the regular drivers volunteer for the overtime, then it will be offered to the substitute drivers. If the substitute drivers choose not to accept the run then it will be assigned to the regular drivers on a rotation basis.
7. **Cancellations.** When an assigned run has been canceled by the school, the driver affected will be offered the first unassigned run. When a driver who has signed up cancels for reasons other than illness or injury in less than seventy-two (72) hours, said driver loses his/her next turn in the rotation. The assignment of trips will be on a seniority basis on a rotation.

8. **Bidding:** When extra bus runs are to be scheduled, the Transportation Supervisor shall present the available runs to the current permanent, active drivers. The employee with the highest seniority will have their choice of one trip choosing from any trips from the available run list. When that person accepts or rejects a run, the next person on the seniority will choose to accept or reject a run, and so on. When all active, permanent drivers have been given an opportunity to choose or reject a trip, the bid will return to the highest senior driver who is eligible for the next trip bid. Whoever receives the last bid at a meeting, the next bid will be given to the person immediately succeeding the person who received that last bid.

Extra trip meetings will be held once per calendar month on the earliest weekday afternoon when all drivers are available to meet. Additional meetings will be scheduled when/if extra trips are scheduled during that calendar month. If a late trip comes in that does not allow for a full group meeting, the Transportation Supervisor will group text out the trip, or trips, to the entire group. The message will include the description of the trip and the person's name to whom the trip is being offered to, while always following the seniority list. Drivers will have thirty (30) minutes to respond to the group text. Failure to respond will result in the next driver in the rotation being offered the trip. The district is not responsible to provide cellular phone to facilitate this process.

If an emergency trip (three (3) hours or less prior to departure) arises that needs to be taken what does not allow time for a texted bid to the entire group to be completed, the trip will be offered to the most available driver. The accepting driver will not lose their turn in the regular bid order.

If a driver accepts a trip and then cancels, their bid for that trip is relinquished.

If a trip is cancelled outside of the driver's control, they will be offered the next available trip that accommodates their schedule to replace the cancelled trip while remaining in the existing bid order for their next trip bid..

It is agreed that upon the execution of this new process that we will revert to the existing overall seniority list for bidding order with the highest seniority person getting the first opportunity to select a trip.

It is agreed that the early trip bid clause that has been in the contract will be eliminated and that if an individual, or individuals, have the opportunity to take a trip with their own children, that they will make that known to the other drivers who may, or may not, accommodate the driver's request to secure that trip outside of the normal seniority bidding order. If an accommodation can be made, the accommodated driver will then be skipped for their next seniority bid.

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

10. **Jackets.**

- a. The Employer agrees to provide a jacket for each driver in a style and color jointly determined by the Employer and the Association. The jacket will identify the District and the Transportation Department.
- b. The Employer shall not be required to replace the jacket any more frequently than every two (2) years and shall not be obligated for more than seventy-five dollars (\$75.00) per garment.

- c. Each driver shall keep the jacket clean and in good repair at his or her expense and shall wear the jacket as an outer garment at all times while on duty (weather permitting).
11. An employee called for an extra run will be paid a minimum of two (2) hours guaranteed work at the hourly rate. This minimum time shall include both portions of an over and back trip.
12. Over and back trips will not be required for trips of more than twenty-five (25) miles one way. An over and back trip shall consist of the same driver taking a group of students and dropping them off and returning to pick them up at a later time. Even if each portion happens on the same or different calendar date.
13. The District agrees to reimburse the employee for the cost of the licensing fees necessary to drive a bus.
14. It is recognized that cooperative efforts with other Cascade Conference schools for transportation to various events may be advantageous. The Board and Association shall mutually agree to any such cooperative effort.
15. Any bus which carries seventy-eight (78) or more passengers shall have an aide on board.
16. Extra Run Cancellation: If an extra run is cancelled less thirty (30) minutes prior to the scheduled departure time, the driver shall be paid a minimum of two (2) hours at their hourly rate.

E. **Custodial/Maintenance – General.**

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

F. **Para-Professional**

1. Para – professional: Every effort shall be made to notify para-professionals of their fall placement by June 1st of each year. As para's are an intricate part of the education process, their input shall be part of the placement discussions and assignments.
2. Based on changing instructional needs of students after June 1st these assignments may be adjusted as necessary by administration.
3. Any documentation to assist the para – pro in their assignment shall be provided by June 1st.
4. All para- professionals shall be provided training to assist in their position (CPI, Autistic, etc.)

ARTICLE 11 - LEAVES OF ABSENCE

A. **Paid Leaves.**

1. **Sick Leave.** All employees shall earn one (1) hour of sick leave for each twenty (20) hours worked including vacation, holidays, and paid leaves, all accumulative without limit. Relative to the accruing and using of sick leave for bus drivers, each regular run will be considered as two and one-half (2 1/2) hours and the Career Center run will be considered as 4.25 hours. All employees shall be notified on their bi-weekly paycheck of their accumulated sick days. Thereafter, upon request, the employee will be notified of his/her sick days. Employees shall be entitled to use sick leave for the following reasons:

a. **Family Illness.** Critical illness to the immediate family (current spouse, partner, children, parents, parents-in-law, siblings, grandchildren, and grand-parents) for a maximum of fifteen (15) days per school year.

Additional days may be granted at the Superintendent's discretion. The employee shall provide medical documentation at the severity of the illness for days to be granted.

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

b. The employee may use all or any portion of such sick leave to recover from personal illness or disability, which shall include childbirth and complications of pregnancy.

c. Any twelve (12) month employee who does not use sick leave or unpaid days during a year, beginning with the employee's date of hire anniversary, shall receive a two hundred (\$200.00) dollar bonus.

Any nine (9) month employee who does not use sick leave or unpaid days during a school year (July 1 to June 30) shall receive a bonus based upon their regular scheduled hours as indicated in the chart below. A nine (9) month employee who is hired after school begins and who completes the probationary period before June 30 and does not use sick leave days during the school year, shall receive a prorated bonus (\$8.33 for each full calendar month of employment).

<u>Regularly Scheduled Hours</u>	<u>Incentive Payment by Employer</u>
0-19 Hours per week	\$100
20-34 Hours per week	\$125
35- over	\$150

d. **Death in the Immediate Family.** Any employee may use a maximum of five (5) days per year for each death in the immediate family and such days shall be taken at the time of such death. Immediate family or significant other person is defined as: spouse and parents or persons filling such roles, children, parents-in-law, siblings, grandchildren and grandparents. Three (3) of the five (5) days are not charged against the employee's sick leave but the remaining two (2) are charged against sick leave. Additionally, two (2) days each year may be used to attend the funeral of a close friend or relative not in the immediate family, for which an obituary or proof of attendance may be required. This day will be charged against the employee's accumulated sick leave.

- e. **Medical/Dental Appointments.** Full or half (1/2) days may be used for medical or dental appointments not of a routine nature which cannot be scheduled outside of school hours.
- f. **Conditions.** The following conditions shall apply:
 - 1) Notification of leave for funeral or death of a person is expected as soon as practicable to the immediate supervisor.
 - 2) After five (5) consecutive days absence, a physician's statement may be required upon request of the Superintendent. This language may be waived by the superintendent if suspected of abuse. If the employee is required to provide a medical note and the district does not provide health insurance to the employee, the district will pay 50% of the medical costs associated with the medical verification.
 - 3) Upon the recommendation of the Superintendent, the Employer may at its own expense require an employee to submit to a physical or mental examination by approved specialists to determine whether an involuntary sick leave is warranted.
 - 4) Any employee, whose personal illness extends beyond his/her accumulated sick leave, shall be granted a leave of absence, without pay, for such time as is necessary for complete recovery from such illness, provided that the application for said leave is made at least five (5) days before it is to become effective and provided that the length of time is specified. If further time is necessary, it may be granted by the Employer provided the conditions of the original application are met.

2. **Jury Service.**

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

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

4. **Attendance at Conferences.** Employees may be granted a leave of absence with pay with administrative approval for attending work-related conferences or meetings. Conference expenses including mileage will be paid according to Board policy. Estimates of total cost of conference expenses shall be included in conference requests. Upon return from the conference an itemized expense list, with receipts, shall be presented for reimbursement.
5. **Worker's Compensation.** Leave allowances for employees injured while working for the Grass Lake Community School District and thus becoming eligible for Worker's Compensation benefits shall be as follows:
 - a. Accumulated sick leave days shall, on an optional basis to the employee, be made available to the injured employee during the period he/she is unable to work as a result of an accident.
 - b. If the employee chooses the option of using sick leave days, his/her Worker's Compensation benefits shall be supplemented by school funds to give the employee the equivalent of his/her regular daily rate. The employee's sick leave will be charged one full day for each day the employee receives supplemental pay greater than 50% of the employee's regular daily rate and one-half day for each day the employee receives supplemental pay of 50% or less of the employee's regular daily rate.
 - c. Employees absent from work on worker's compensation shall accumulate sick leave as if at work in their regular assignment. Said sick leave shall be available for employee use upon return to work from worker's compensation. The extent of accumulation shall not be for more than one year.
6. **Personal Business.** Employees shall be entitled to use two (2) days in addition to sick leave allowance for personal business, accumulative from year-to-year as sick leave. This day shall only be used for business which may not be completed or transacted other than during working hours. Except in cases of emergency, written notification must be given twenty-four (24) hours before the requested day. Further, these days may not be used on the work day preceding or succeeding a vacation or holiday, or the first and last day of school, or for recreation. Except that an employee may combine a personal day with a floating holiday in order to attend a Grass Lake District-sponsored event (such as an overnight field trip). Said days will not be granted in blocks of less than four (4) hours.

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

1. **Conditions.** Unless otherwise indicated the following conditions shall apply for leaves:
 - a. Requests for leaves shall be in writing and submitted to the employee's building principal
 - b. All leaves shall be limited to one (1) year or less. Extensions may be granted at the discretion of the Employer with the exception of educational leaves. Educational leaves may be granted for a maximum of one (1) year. Leaves cannot be used for other employment.

- c. Sick leave days shall not accrue while on leave, but unused leave days held at the start of the leave shall be reinstated upon return from leave.
 - d. Subject to the requirements of the Family and Medical Leave Act, all fringe benefits paid by the Employer will cease at the commencement of an unpaid leave of more than two (2) weeks or the current period for which the Employer has pre-paid the carrier, but the employee may, at his/her option, continue such benefits for one (1) year at his/her own expense.
 - e. To facilitate planning and efficient operation of the schools, employees on leave must notify the Employer in writing by one (1) week before the last day of their leave of their intent to return to work. Failure to notify shall be deemed conclusive evidence of resignation.
2. **Disability Leave.** A leave of absence shall be granted to any employee for the purpose of recovery from a disability. Such leave shall commence upon request of the employee. It is further provided that:
- a. A disabled employee may commence said leave at his/her option after confirmation of the disability by his/her doctor.
 - b. The length of the leave (starting and ending date) must be stated in application. The leave may be extended for an additional period upon written request of the employee.
 - c. In the event of recovery, the leave shall be terminated upon medical confirmation.
 - d. The Employer reserves the right to have the employee examined by the Employer's designated physician in questionable cases. In cases of disagreement between the Employer's and the employee's physician, a third physician will be appointed by the first two and the neutral physician's opinion will be binding.
3. **Other Leaves.** Other leaves of absence may be granted by the Employer upon written request of the employee and submitted to the employee's building principal.

C. **Miscellaneous Leave Provisions.**

- 1. The employee returning from a leave of ten (10) weeks or less shall be returned to his/her former position.
- 2. The employee returning from a leave longer than ten (10) weeks shall be returned to the group from which he/she departed, provided said employee is more senior than the employee with the least seniority in that group. If the employee cannot return as described above, the layoff and recall provision of Article 8 shall apply.
- 3. An Association Leave will be granted, up to one (1) year, upon written request if a bargaining unit member is elected or appointed to an Association position at the national, state, or county level.
- 4. When an individual has a scheduled leave day(s) and school is closed during that day(s) that said leave day shall be reinstated to the previous amount.

ARTICLE 12 - HOLIDAYS AND VACATIONS

A. Holidays.

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

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

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

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

B. Vacations.

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

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

2. Pay for vacations shall be at the employee's current hourly rate.
3. Vacations may be taken at any time during the school year with mutual agreement between the employee and the immediate supervisor. Said days shall be taken in blocks of four (4) or eight (8) hours.

Vacation time shall be scheduled to meet the work requirement of the district on a departmental basis and by classification with consideration given to an employee's wishes as to time and duration according to the following procedure:

- a. Employees will request vacations as early as possible but not later than thirty (30) calendar days prior to the date the vacation is to begin.
- b. Based on the requests submitted, the department will schedule vacation in order of preference by classification on the basis of classification seniority.
- c. Vacation which are not scheduled according to the above procedure may be granted by the district provided it is requested forty-eight (48) hours in advance by the employee; except when extraordinary circumstances beyond the control of an employee cannot be corrected in time for the employee to meet his/her employment obligations, paid vacation time may be granted for the absence without the forty-eight (48) hours notice.
- d. If a day observed by the district as a holiday occurs during an employee's vacation, the employee shall, if otherwise eligible for it, will not have that time off charged against accrued vacation time.

During Christmas Break, vacation may be taken by no more than one (1) employee per building for no more than one (1) week each, including paid holidays.

4. The Employer will ensure that each employee takes his/her vacation. Once every five (5) years, the employee may defer taking (some or all) vacation for one (1) year's period, so as to enable him/her to take it in the following year in conjunction with the following year's vacation.
5. If an employee terminates his/her service with the District, he/she shall receive a pro-rated share of vacation pay equivalent to the amount accrued at the time of separation from employment.
6. If an employee becomes ill or is injured and is under the care of a duly licensed physician during his/her vacation, his/her vacation shall be rescheduled upon receipt of evidence from such physician.
7. The employees with the most District-wide seniority shall receive preference in the scheduling of vacations.
8. Absence on account of sickness, injury or disability in excess of that amount accumulated in the employee's individual sick leave bank shall be charged against accrued vacation days at the request of the employee.
9. Vacation time cannot be taken within a two-month time period of a return to work from a leave of absence unless the employee can show good cause for such vacation.

ARTICLE 13 - COMPENSATION

- A. Employees shall be compensated in accordance with Appendix A.

- B. **Overtime.** Time and one-half shall be paid for all work over eight (8) hours in any one day or over forty (40) hours in any one (1) week and for all hours worked on Saturday. Employees working on Sunday shall receive two (2) times their regular rate for hours worked that day. Overtime provisions shall not apply to drivers, except that they shall receive overtime pay for hours in excess of forty (40) worked in any one (1) week and/or for required driving on a holiday weekend. A holiday weekend shall not include the Friday before Labor Day.
- C. **Call Backs.** An employee "called back" shall be compensated at the applicable overtime rate as set forth above for the time actually worked or two (2) hours at the overtime rate, whichever is greater.
- D. **Use of Personal Equipment.** An employee using his/her personal vehicle at the request of the Employer shall be compensated at the then-current IRS rate per mile. The district is not responsible to provide an employee with a cellular phone.
- E. **Bus Drivers - Overnight Trips.**
1. For driving on overnight trips, pay shall be at the Special Run rate as set forth in Appendix A.
 2. In the case of side trips while at the activity, the driver will be paid the hourly rate for the actual driving time involved.
 3. Further, the Employer will provide lodging and meals with the group at or near the location of the activity. The employees shall keep documentation of said expenses and shall be reimbursed upon return from said trip consistent with Board Policy.
 4. The employee shall be given free admission to the activity, provided same is possible.
 5. Any bus driver who takes an extra run that leaves before their regular run shall be compensated regular run pay for the first 1.25 hours and special run pay for the remaining time.
- F. **Medical Exams.** The Employer shall pay for any health or medical examination that is a condition of employment. The Employer will name a physician, whose fee schedule the Board will pay fully. Employees going to their own doctor will have fees paid up to the amount the school doctor charges.
- G. **Driver Meals.** Bus drivers will be paid for meals upon submission of receipts or written statement not to exceed breakfast at \$4.50, lunch at \$6.50, and supper at \$8.00 if a trip exceeds five (5) hours and includes a regular meal hour. In cases where the bus driver is requested by a supervisor to stop to eat, the driver will be paid the same as above.
- H. **Bus Washing & Sweeping.** Bus drivers will be paid ten dollars (\$10.00) per week up to a maximum of two hundred dollars (\$200.00) per year for washing their buses. Bus drivers will wash their bus a minimum of once per month. Bus Drivers will sweep their bus regularly.
- I. **New Position.** When a new job is placed in the bargaining unit and cannot be properly placed in an existing classification or rate structure, the Employer will notify the Association before establishing same. If the Association does not agree that the description and rate are proper, it shall be subject to negotiation.
- J. **Training Reimbursement.** Any employee required to attend a course, workshop, meetings, or training session as a condition of employment shall have all reasonable and necessary fees, tuition, supplies reimbursed by the Employer. The employee shall also be paid at his/her appropriate hourly rate for the time actually spent at said activity, excluding travel time.

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

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

Option 2. Twenty-six (26) pays, whereby the employee receives payment every two (2) weeks throughout the year. This option will result in smaller checks but more paydays for those employees who work less than a full calendar year. For bus drivers, this option will be calculated on the base wages for the driver's regular runs. Wages for special runs will be paid in the applicable pay period. For food service department this option will only be offered to Classification Group 08 Cooks.

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

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

M. **Sick Leave Payoff.** Upon retirement or death after ten (10) years continuous service with the school District, the Board agrees to pay 50% of the employee's daily rate for accumulated sick leave to a maximum of one hundred and twenty (120) sick days, i.e., maximum pay out would not exceed an amount equal to sixty (60) day's pay.

N. **Insurance.**

1. The district and the employees of Grass Lake Community Schools will participate in the Jackson County Health Consortium. The district and members may exit the consortium by mutual agreement. The member has three options for Health Care, if they meet the contractual requirements as a full-time employee (Article 13 N2). PAK B will be provided for those full time members that do not select health care. Also, Part-time employees (less than 35 hours) will qualify for benefits per their working classification listed below. The employee shall be responsible for the deductible and any costs beyond the employer's contribution for the health plan.

PLAN A - For qualified employees electing health insurance.

The district shall pay the following annual amounts towards the total cost of the MESSA Pak A, Pak C, or Pak D medical premium described below, based on the chart below

Regularly Scheduled Hours	Premium Payment by Employer
0-19 Hours per week	0%
20-34 Hours per week	50%
35- over	100%

As per legislation, the board of education has the right to move/adopt either a "hardcap premium" as defined by the Michigan Department of Treasury or adopt an "80-20" medical benefit model. This move is at the discretion of the board of education.

The district's contribution to the total cost of MESSA Pak A, Pak C, or Pak D medical premium will be determined by the Board of Education as allowed by state law. If the Board elects to participate at the "Hard Cap" limits, those limits will be adjusted on January 1 of each subsequent year of this contract permitted by Section 3 of the Publicly Funded Health Contribution Act for each subscriber category as published by the Michigan Department of Treasury in compliance with Public Act 152 unless restricted under PERA Section 15b.

The remaining annual cost for the employee's elected medical plan premiums shall be paid by the employee. The employee's premium contribution will be payroll deducted in equal or bi-weekly amounts from the employee's first monthly paycheck.

All other non-medical MESSA Pak A, C & D and Pak B benefits described shall be fully employer (board) paid.

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

PLAN B - For qualified employees not electing health insurance

Employees eligible under the Jackson County Consortium shall receive dental, vision, LTD, and life insurance at the amounts specified in the agreement for their specified classification.

Reimbursement up to five hundred dollars (\$500.00); plus one thousand dollars (\$1,000) cash which can be applied toward a qualified 403 B Plan

- O. **Errors.** Any underpayment or overpayment of an individual paycheck by the School District to an employee shall be adjusted in the following paycheck.

ARTICLE 14 - GRIEVANCE PROCEDURE

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

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

D. **Procedure.**

1. **Level One (Informal Hearing).** The grievant will discuss or attempt to discuss the complaint with the immediate supervisor within five (5) regularly scheduled working days of the time the alleged violation of the contract occurred or the Union should have reasonably known it occurred.
2. **Level Two (Immediate Supervisor).**
 - a. If the Level One discussion is not satisfactory, or if no discussion has been held, the complaint shall be reduced to writing on the Grievance Report Form (Appendix B) and shall be presented to the immediate supervisor and the Association within fifteen (15) working days of the grievant(s)' knowledge of the event or occurrence which is the basis for the complaint.
 - b. The immediate supervisor shall hold a meeting with the grievant(s) and the grievant's Association Representative within five (5) working days of the receipt of the written grievance.

- c. The immediate supervisor shall render a written decision to the grievant(s) and the Association within five (5) working days of said meeting.

3. **Level Three (Superintendent).**

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

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

- a. The Board and the Association may mutually agree in writing to submit the grievance to the Grievance Resolution Council. If the grievance is not resolved within twenty (20) days, the grievance shall revert to Level Five.

b. **Grievance Resolution Council.**

- (1) The Board and the Association, in recognition of their commitment to discuss and resolve grievances through cooperation and collaboration and to avoid confrontation and adversarial proceedings, establish a Grievance Resolution Council.
- (2) The Council shall be composed of two (2) administrators/board members selected by the Superintendent and two (2) ESP members from two different classifications selected by the Association. The Council shall meet as required at mutually agreeable times to resolve grievances beyond Level Three.
- (3) Members of the Council shall be trained in the interest-based or collaborative approach to discussing and resolving issues and concerns.
- (4) The Council shall establish ground rules for its meetings consistent with the principles of the interest-based or collaborative model. The ground rules shall include the following:
 - i) All decisions shall be made by consensus.
 - ii) Resource people may participate in council meetings to provide information.
 - iii) A party of interest (i.e., grievant, Association, Administration) may participate in Council meetings.

- (5) Any consensus decision of the Council that amends or modifies the Agreement shall be subject to ratification by both the Board and the Association.
- (6) Any party to the grievance may refuse the Council's recommendation and either continue the grievance to Level Five or withdraw it.

5. **Level Five (Arbitration).**

- a. If the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) days from receipt of the appeal by the Superintendent, the Association shall provide written reasons for non-acceptance to the Superintendent and then the Association may refer the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association, within fifteen (15) days from the decision of the Superintendent or the expiration of the deadline for the decision. The rules and procedures of the American Arbitration Association shall govern the arbitration selection process and the conduct of the hearing.
- b. The Board and the Association shall not assert in such hearing any ground or rely on any documentary evidence not previously disclosed to the other party.
- c. The arbitrator shall render a decision based on the interpretation of this Agreement and shall have no authority or power to alter, modify, add to, subtract from, or ignore any of the terms of this Agreement.
- d. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's rights and responsibilities except where they have been expressly and clearly limited by the terms of this Agreement and shall not substitute his/her judgment for that of the Board where the Board has discretion to exercise.
- e. Specifically, the arbitrator shall have no authority or power to render a decision in cases which involve the termination of any probationary employee or the subjective assessment of an employee's performance as expressed in a written evaluation.
- f. The arbitrator shall have no jurisdiction to review a grievance which constitutes a prohibited bargaining subject.
- g. Fees and expenses of the arbitrator shall be paid by the losing party or as determined by the arbitrator.

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

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

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

ARTICLE 15 - GENERAL PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be valid or subsisting except to the extent permitted by law, but all other provisions or implications shall continue in full force and effect.
- C. Copies of this Agreement shall be printed at the expense of the Employer and presented to all employees now or hereafter employed.
- D. The Association and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law. The Association and Employer subscribe to the principle that differences should be resolved by peaceful and appropriate means without interruption of the school system. The Association agrees that its officers, representatives, and members shall not authorize, instigate, cause, encourage, ratify, or condone, nor shall any member take part in, any unlawful strike, slow-down, or stoppage of work, boycott, or other interruption of activities in the school system.
- E. Any qualified employee may, if work schedule permits, apply for other jobs that would complete their schedule, as long as he/she meets the required qualifications necessary to complete job specifications. The Employer may exercise its right to not assign the employee to the job if it results in total hours that trigger overtime compensation.
- F. If the Grass Lake School District and the Intermediate School District determine that the Grass Lake Schools will provide services for medically fragile/special education students (defined as medically fragile or special education students not currently served in a regular education classroom setting) in a least restrictive environment (LRE), the Board agrees to bargain the issues dealing with medically fragile students in a least restrictive environment (LRE).
- G. **School Improvement**. A school improvement committee established as a result of Section 1277 of the Revised School Code shall not have authority to modify this Agreement, unless mutually agreed.

Any school improvement committee participation beyond the established workday and the exceptions to the established workday as provided in this contract shall be voluntary.
- H. **Mandates**. If a problem arises during the term of this Agreement because of new School Code mandates, the parties shall, upon request of either party, bargain in good faith in an attempt to resolve the problem, except no such bargaining is required if the mandate constitutes a prohibited or permissive bargaining subject.

- I. The Association will have a representative on the Committee for School Calendar.

ARTICLE 16 - DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2019 and shall continue in effect until August 31, 2022. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

An Emergency Financial Manager appointed to the District under the Local Government and School District Fiscal Accountability Act may reject, modify or terminate this collective bargaining agreement as provided.

This clause is included in this Agreement because it is legally required by State law. The parties did not agree to this provision. By signing this Agreement, the Association does not agree or acknowledge that this provision is binding on either the Association or on the Employer. The Association reserves all rights to assert that this clause is unenforceable.

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

JACKSON COUNTY EDUCATION ASSOCIATION

**GRASS LAKE COMMUNITY SCHOOLS
BOARD OF EDUCATION**

Melissa Anderson, President JCEA

Kimberly Seaburg,, School Board President

Jena Tengman, President Grass Lake ESP

Dr. Ryle Kiser, Superintendent

Milt Rehberg, MEA UniServ Director

APPENDIX A – WAGE SCHEDULE

WAGE SCHEDULE – GRASS LAKE ESP

2019 -20

- * All support staff with less than 12 years of service will receive an increase of 1 step as per the salary step system.
- * Support staff frozen per the July 2018 LOA remain on their present wage step hourly rate.
- * All staff with 12 years of service will receive a 1.5% pay increase on their current

2019-2020 WAGE SCALE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12*
	Less than one year	1 year	2 years	3 years	4 Years	5 years	6 Years	7 years	8 Years	9 years	10 Years	11 years	12 years
Group 01 Maintenance	\$18.85	\$19.13	\$19.41	\$19.70	\$19.99	\$20.29	\$20.59	\$20.90	\$21.21	\$21.52	\$21.84	\$22.17	\$22.50
Group 02 Maintenance	\$16.12	\$16.35	\$16.59	\$16.83	\$17.08	\$17.32	\$17.58	\$17.83	\$18.09	\$18.35	\$18.62	\$18.89	\$19.16
Group 03 Maintenance	\$15.40	\$15.62	\$15.85	\$16.07	\$16.31	\$16.54	\$16.78	\$17.02	\$17.27	\$17.51	\$17.77	\$18.02	\$18.28
Group 06 Custodian	\$16.46	\$16.70	\$16.94	\$17.19	\$17.44	\$17.70	\$17.96	\$18.22	\$18.48	\$18.75	\$19.03	\$19.31	\$19.59
Group 08 Cook	\$14.06	\$14.26	\$14.46	\$14.67	\$14.88	\$15.09	\$15.31	\$15.52	\$15.75	\$15.97	\$16.20	\$16.43	\$16.66
Group 10 Helper/Server	\$12.85	\$13.03	\$13.22	\$13.41	\$13.60	\$13.79	\$13.99	\$14.19	\$14.39	\$14.60	\$14.80	\$15.01	\$15.23
Group 10a Cafeteria Aide	\$10.61	\$10.76	\$10.91	\$11.06	\$11.21	\$11.37	\$11.53	\$11.69	\$11.85	\$12.02	\$12.19	\$12.36	\$12.53
Group 11 Secretary	\$16.46	\$16.70	\$16.94	\$17.19	\$17.44	\$17.70	\$17.96	\$18.22	\$18.48	\$18.75	\$19.03	\$19.31	\$19.59
Group 12 Aides													
Group 12a Aides	\$13.12	\$13.30	\$13.49	\$13.67	\$13.86	\$14.06	\$14.25	\$14.45	\$14.65	\$14.86	\$15.06	\$15.27	\$15.48
Group 12b Library Aides	\$13.42	\$13.60	\$13.79	\$13.97	\$14.16	\$14.35	\$14.55	\$14.75	\$14.95	\$15.15	\$15.35	\$15.56	\$15.77
Group 13 Bus Drivers													
13 Regular Run	\$45.31	\$46.01	\$46.72	\$47.44	\$48.17	\$48.91	\$49.67	\$50.43	\$51.21	\$52.00	\$52.80	\$53.62	\$54.44
13 Special Run/Downtime	\$12.55	\$12.74	\$12.93	\$13.12	\$13.31	\$13.51	\$13.71	\$13.91	\$14.12	\$14.33	\$14.54	\$14.76	\$14.98
**13 Career Center	\$32.75	\$33.24	\$33.74	\$34.25	\$34.76	\$35.29	\$35.82	\$36.35	\$36.90	\$37.46	\$38.02	\$38.59	\$39.17
*Group 14 Mechanic	\$18.85	\$19.13	\$19.41	\$19.70	\$19.99	\$20.29	\$20.59	\$20.90	\$21.21	\$21.52	\$21.84	\$22.17	\$22.50

2020-21

- * All staff with less than 12 years of service will receive a 1.5% increase in salary on their most current hourly rate.
- * All staff with 12 years of service will receive a longevity increase based on the Chart A longevity scale annually. As members progress in years of service, their annual longevity pay will increase to the next step. Longevity pay will be included in the weekly paycheck.
- * All new staff will begin at the 2nd step of the current 2019-20 step scale as outlined in Chart C. All staff members with less than 2 years will be moved to the 2nd step. The current step system will be discontinued effective immediately.

Chart A				
Longevity Scale for 2020-21 School Year				
Years of Service				Longevity
12	to	14	years	\$ 600.00
15	to	19	years	\$ 750.00
20	to	24	years	\$ 900.00
25	to	29	years	\$ 1,050.00
30	to	+	years	\$ 1,200.00

Chart C		
Starting Salaries for 2020-21 School Year		
Position	Hourly Rate	
Maintenance 1	\$ 16.84	per Hour
Maintenance (Summer)	\$ 16.09	per Hour
Custodian	\$ 17.20	per Hour
Cook	\$ 14.68	per Hour
Helper/Server	\$ 13.42	per Hour
Cafeteria Aide	\$ 11.08	per Hour
Secretary	\$ 17.20	per Hour
Aides	\$ 13.70	per Hour
Library Aide	\$ 14.00	per Hour
Bus Driver (Regular Run)	\$ 47.42	per Run
Bus Driver (Special Run/Downtime)	\$ 13.13	per Hour
Bus Driver (Career Center)	\$ 34.25	per Run
Mechanic	\$ 19.71	per Hour

2021-22

- * All staff will receive a 1.5% pay increase on their most current hourly rate.
- * All staff with less than 12 years of service will receive a longevity increase based on the Chart B longevity scale annually. Longevity pay will be included in the weekly paycheck.
- * All new staff will begin at the 4th step of the current 2019-20 step scale as outlined in Chart D.
- * All staff members with less than 4 years will be moved to the 4th step.

Chart B				
Longevity Scale for 2021-22 School Year				
Years of Service				Longevity
5	to	9	years	\$ 450.00
10	to	14	years	\$ 600.00
15	to	19	years	\$ 750.00
20	to	24	years	\$ 900.00
25	to	29	years	\$ 1,050.00
30	to	+	years	\$ 1,200.00

Chart D		
Starting Salaries for 2021-22 School Year		
Position	Hourly Rate	
Maintenance 1	\$ 17.34	per Hour
Maintenance (Summer)	\$ 16.56	per Hour
Custodian	\$ 17.71	per Hour
Cook	\$ 15.11	per Hour
Helper/Server	\$ 13.81	per Hour
Cafeteria Aide	\$ 11.38	per Hour
Secretary	\$ 17.71	per Hour
Aides	\$ 14.07	per Hour
Library Aide	\$ 14.38	per Hour
Bus Driver (Regular Run)	\$ 48.90	per Run
Bus Driver (Special Run/Downtime)	\$ 13.51	per Hour
Bus Driver (Career Center)	\$ 35.29	per Run
Mechanic	\$ 20.29	per Hour

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

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

APPENDIX B - GRIEVANCE REPORT FORM

Grass Lake Community Schools

Distribution of Form

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

Grievance # _____

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

STEP 1

A. Date Cause of Grievance Occurred: _____

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

2. Relief Sought: _____

Signature

Date

C. Disposition by Principal: _____

Signature

Date

D. Position of Grievant and/or Association: _____

Signature

Date

STEP 2

A. Date received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Association: _____

Signature

Date

STEP 3

A. Date submitted to arbitration: _____

B. Disposition and award of arbitrator: _____

Signature

Date

Appendix C – 2019-2022 ACADEMIC CALENDAR

To be determined in conjunction with the GLEA

APPENDIX D – CLASSES OFFERED THROUGH JACKSON COLLEGE

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

- Heating, Cooling and Ventilation
- Small Engine
- Residential and Light Commercial Plumbing
- Introduction to Electricity and Electronics
- Industrial Electronics
- Welding I
- Welding II

Provides proper notification to the employer when he/she is going to be absent.				
The rating system is as follows: 1 – Above Average 2 – Meets Requirements 3 – Needs Improvement 4 – Not Applicable	1	2	3	4
Appearance				
Dresses properly for the job to be done.				
Clothing is neat and clean.				
Personal hygiene is attended to.				
Employer and Employee Relationships				
Follows directions of the supervisor.				
Follows rules as established by the employer for his/her position.				
Follows general rules of the employer regarding use of facilities and equipment.				

Evaluator Comments:

Evaluator _____ Date _____

Staff Member _____ Date _____

Signature of employee indicates he/she has read the evaluation. If an employee disagrees with the evaluation, he/she may write a separate statement and have it attached to the evaluation form.