

MASTER AGREEMENT

BETWEEN THE

OKEMOS BOARD OF
EDUCATION

AND THE

OKEMOS
CUSTODIAL/MAINTENANCE/
FOOD SERVICE UNITS

MEA/NEA

JULY 1, 2011 – JUNE 30, 2012

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between the
Okemos Board of Education
and the
Okemos Custodial/Maintenance/Food Service Units MEA/NEA

This Agreement is entered into by and between the Board of Education, Okemos Public Schools, Ingham County, Okemos, Michigan, hereinafter called the "Board" or the "Employer," and the Michigan Education Association, NEA hereinafter called the "Association."

ARTICLE 1: 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 Board, its employees and the Association.

The parties recognize that the basic purpose of the Okemos Public Schools is for the education of its youth and that all employees are obligated to work to help provide the best education system with safe, clean and functional facilities.

To these ends, the Board and the Association encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels.

ARTICLE 2: RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does recognize the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment for the term of this Agreement for all employees in the following, described unit:

All full time and regular part-time custodial, maintenance, grounds, utility, delivery, stockroom and food service personnel but excluding all supervisors such as, but not necessarily limited to, Director of Operations, Assistant Coordinator of Buildings & Grounds, Director of Food Services, Coordinator of Elementary Kitchens, Coordinator of Middle School Kitchens, Coordinator of High School Kitchens, food service employees who work two (2) hours or less a day, secretarial, temporary help and all other employees.

- B. The Board agrees not to negotiate with any other union/labor organization for the term of this Agreement.

ARTICLE 3: DEFINITION OF EMPLOYEES

- A. The terms "employee" and "bargaining unit member" as used in this Agreement, except where the Agreement clearly indicates otherwise, shall mean an employee(s) within the bargaining unit described in Article 2.
- B. A "full-time bargaining unit member" is a regular employee whose normal schedule of work is forty (40) hours a week.
- C. A "part-time bargaining unit member" is a regular employee whose normal schedule of work is less than forty (40) hours a week.
- D. A "regular employee" is a bargaining unit member whose employment is expected to continue from year to year and who is not employed on a substitute or temporary basis.

- E. Newly hired employees shall be probationary for the first sixty (60) working days of their employment and thereafter shall be permanent employees.
- F. A temporary or substitute employee is not part of the bargaining unit. A substitute is an employee hired to fill the position of an absent bargaining unit member for the duration of the leave period regardless of the length of the leave period. A temporary is an employee who is hired to fill a temporary or seasonal position which will cease after a specified period of time. The association president shall be notified in writing of all temporary employees hired and the intended duration of their employment.

ARTICLE 4: CONTINUITY OF OPERATIONS

The Association agrees that neither it nor any of its members, nor any person(s) acting on its behalf will cause, support, take part in or authorize any strike against the school district during the life of this Agreement.

ARTICLE 5: MANAGEMENT RIGHTS

- A. 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 laws and the Constitutions of the State of Michigan and of the United States including, but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the District and its properties and facilities, and the activities of its employees, as related to their job responsibilities;
 - 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformation with all applicable laws and regulations having the effect of law.
- C. It is understood that the district may choose to privatize by attrition.

ARTICLE 6: ASSOCIATION RIGHTS

- A. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property. The Association President will submit a written request to the appropriate coordinator one (1) week prior to the meeting indicating the approximate time needed for the meeting. Approval of the coordinator will be given provided the length of the meeting does not interfere with required operation of the school. Working hours for the Operations classification shall not result in additional pay. Working hours for the Food Services classification may be adjusted, but shall not result in additional pay.
- B. Upon the approval of the building administrator, the Association will have the right to use school facilities and equipment on school grounds and at times when such equipment is not in use for regular operations provided it has trained operators. The Association shall pay the cost of all materials and supplies incident to such use.
- C. The Association shall have the right to post notices of its activities and matters of concern on school bulletin boards, at least one of which will be available in each school. The Association may use the regular inter school mailboxes for communication.

- D. Upon approval of the appropriate coordinator, the Association Board of Representatives will be allowed to meet once in each week. The President of the Association shall submit a written request two (2) days in advance to the appropriate coordinator. Approval will be given provided the length of the meeting does not interfere with required operation of the school. Working hours for said members in the Operations classification will be adjusted, but shall not result in additional pay. Working hours for the Food Services classification may be adjusted, but shall not result in additional pay.
- E. Association can have up to six (6) days of release time for association business per year. The Association president must give ten (10) days notice to the Directors of the departments affected. Release time will be with pay. The Board will pay for the substitute for half of the release days utilized. The Association will pay for the substitute for half of the release days utilized.
- F. Special conferences may be mutually arranged during the life of the contract to discuss mutual concerns. The purpose of these conferences is not to replace or divert concerns which should appropriately be subject to the grievance procedure, but rather to mutually assist the parties in the administration of this Agreement.
- G. The Employer agrees to provide a copy of this Agreement to all bargaining unit members and any new personnel hired into the bargaining unit.
- H. Upon initial employment, the employer agrees to provide new hires with information on Michigan Public Schools Employees Retirement System Members Investment Program.

ARTICLE 7: DUES, FEES AND PAYROLL DEDUCTIONS

- A. Any bargaining unit member who is a member of the Association or who has applied for membership may sign and deliver to the Business Office an assignment authorizing deduction of dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing by the bargaining unit member to the Association with the indicated copy to the Business Office. Pursuant to such authorization, the Business Office shall deduct one-twentieth (1/20th) of such dues starting with the second (2nd) payroll in September and continuing for nineteen (19) consecutive pay periods thereafter. At his/her option, the bargaining unit member may remit dues/fees as set forth in Section B. 2.
 - 1. Bargaining unit members employed after the commencement of the school year shall have deductions appropriately pro-rated to complete payments by the following June.
 - 2. Any bargaining unit member who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth (1/10th) of the yearly dues for the entire month not worked, except where the failure to perform services during any month was the result of the bargaining unit member taking any paid leave of absence as provided in this Agreement.
 - 3. The Association shall certify the amount of dues in writing to the Business Office on or before the first (1st) payroll in September. After the deductions have been made, they shall be remitted monthly to the Association accompanied by a list of bargaining unit members for whom the deductions have been made.
- B. Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) calendar days from the first day of active employment shall, as a condition of employment, pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to said policy.
 - 1. The Service Fee shall be a legally permissible amount and shall not exceed the amount of the Association dues collected from Association members.

2. The bargaining unit member may pay such fee in full within the first thirty (30) calendar days of employment directly to the Association or authorize payment through payroll deduction, as herein provided.
 3. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, upon completion of the procedures contained in paragraph E and pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association.
- C. In the event there is a change in the status of the law, so that mandatory deduction from wages pursuant to the paragraph above is prohibited, the Employer, at the request of the Association, shall terminate the employment of a bargaining unit member who refuses to authorize the deduction of the Service Fee. The termination of employment shall not occur until the procedures set forth in paragraph E have been fully met. The parties expressly agree that failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.
- D. The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.
- E. The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277 (7) shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) calendar days for compliance, and shall advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the bargaining unit member fails to remit the Service Fee or authorize deduction for same, the Association may request the Board to make the deduction. The Board upon receipt of the request for an involuntary deduction shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the Service Fee to the Association or has authorized payroll deduction for same.
- F. The provisions of paragraph E shall apply equally in the event the Association seeks the discharge of the bargaining unit member, if mandatory deduction is not permitted by law.
- G. With respect to all sums deducted by the Employer pursuant to MCLA 408.477; MSA 17.277 (7) whether for membership dues or the Service Fee, the Employer agrees to remit said sums to the Association accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made categorizing them as to members or non-members in the Association. The Association agrees to advise the Employer of all members of the Association in good standing and to furnish any other information needed by the Employer to fulfill the provisions of this Article and not otherwise available to the Employer.
- H. The Association shall indemnify and save the Board and Okemos Public Schools harmless for all sums collected pursuant to this Article and remitted to the Association plus any costs, including attorney's fees incurred by the Board in connection therewith.

The Association shall hold the Board and Okemos Public Schools harmless for any and all claims, demands, suits or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions of this Agreement.

It is understood that the Association shall have the right to compromise claims which may arise under this save harmless clause.

The Association agrees to defend any action brought against the board and the Okemos Public Schools at its own expense and through its own counsel. The Board agrees to give timely notice of such action and permit the Association to intervene as a party if the Association so desires.

- I. The Board agrees to make the following deductions for bargaining unit members upon proper authorization.
 1. Hospitalization, medical and dental insurance
 2. Capital Area School Employees Credit Union
 3. Tax sheltered annuities as approved by the Board including MEAFS
 4. Group life insurance premiums for one carrier as approved by the Board
 5. United Fund
 6. U.S. Government Savings Bonds
 7. And such other deductions as may be mutually agreed upon between the Deputy Superintendent (further contract references to the Deputy Superintendent is defined as "Deputy Superintendent with the responsibility of Human Resources").

ARTICLE 8: NEGOTIATION PROCEDURES

- A. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a successor Agreement to cover wages, hours, terms and conditions of employment.
- B. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual, written consent of the parties. Such alterations, changes, additions, deletions or modifications shall be signed by the parties and shall serve to amend this Agreement.
- C. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or group of bargaining unit members shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

It is further agreed that within ten (10) working days of notification of a final and binding determination of such illegality, the parties will commence negotiations for a new Agreement with respect to the provision determined to be illegal. The ten (10) working day period may be extended upon mutual agreement of the parties.

- D. This Agreement shall supersede any rules, regulations or practices of the Employer which are contrary to or inconsistent with its terms.
- E. The provisions of this Agreement shall be incorporated into and considered part of the established policies of the Employer.
- F. There shall be four (4) signed copies of this Agreement, two (2) of which shall be retained by the Association and two (2) of which shall be retained by the Employer.
- G. An emergency manager appointed by law may reject, modify or terminate this agreement by law. This clause is included in this agreement because it is legally required by state law.

ARTICLE 9: GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a complaint by a bargaining unit member or a group of bargaining unit members or the Association based upon an event, condition or circumstance under which the bargaining unit member works, allegedly caused by unjust treatment, or by a violation, misinterpretation, or misapplication of any provision of this Agreement.

- B. A grievance shall be in writing in accordance with the following:
1. It shall be signed by the grievant;
 2. It shall contain the date of the alleged violation;
 3. It shall be specific;
 4. It shall contain a summary of the facts giving rise to the alleged violation;
 5. Where applicable, it shall cite the Section(s) sub-section(s) of this Agreement alleged to have been violated;
 6. And it shall specify the relief requested.

C. The steps in the grievance procedure shall be as follows:

1. Step One:

a. Informal/Unwritten

Bargaining unit members shall discuss grievances with their first level supervisor, either individually and/or with an Association representative within ten (10) days of the event or when the employee could reasonably have been expected to know of the event giving rise to the grievance. If this informal discussion does not resolve the grievance, the member may proceed to step 1.b., the formal/written level, within ten (10) days of the informal discussion.

A grievance involving discharge shall be processed initially at step 3 of the Grievance Procedure. The grievance must be filed within ten (10) days of the Notice of Discharge.

b. Formal/Written

If the grievance is not resolved informally, a written grievance shall be filed with the same first level supervisor within ten (10) days of the informal discussion. The first level supervisor shall hold a conference with the grievant and or the Association representative within ten (10) days of receipt of the grievance and shall render his decision in writing within ten (10) days of the conference.

Step one informal/formal first level supervisor:

Middle School custodians and the pool maintenance operator shall file grievances with the coordinator supervising their building if that position exists or if that position does not exist, with the Assistant Director of Operations.

High School custodians and pool maintenance operator shall file grievances with the Coordinator of High School Custodial Services. Food Service employees shall file with either the Elementary or Secondary Coordinator. All others in the bargaining unit shall file grievances directly with the Assistant Director of Operations.

2. Step Two:

If a grievance is not satisfactorily resolved at Step One, the member or the Association may file, within ten (10) days of the answer at step one, a written copy of the grievance with the Director of Food Service or the Director of Operations as appropriate. The Director shall arrange a meeting within ten (10) days. The Director shall answer the grievance in writing within ten (10) days of the meeting.

3. Step Three:

If a grievance is not satisfactorily resolved at Step Two, the member or Association may file within ten (10) days of the answer to Step Two, a written copy of the grievance with the Deputy Superintendent. The Deputy Superintendent shall arrange a meeting, within ten (10) days between himself/herself and the Association Representative. The grievant may also attend the meeting if he/she so chooses. The Deputy Superintendent shall answer the grievance in writing within ten (10) days of the meeting and provide copies to the grievant, Association Representative, the Association President and the MEA Uniserv Director.

4. Step Four:

If the grievant(s) and/or the Association is not satisfied with the disposition at Level 3, the grievance shall, within ten (10) days after receipt of the disposition, be transmitted to the Superintendent. Within ten (10) days after receipt of the grievance, the Superintendent or his designee and a committee composed of one (1) to three (3) Board Members shall meet with the Association. The grievant may also attend the meeting if he/she so chooses. The Superintendent shall remit a written disposition of the grievance within ten (10) days after the conclusion of the hearing.

5. Step Five:

If the Association is not satisfied with the disposition at step 4, it may, with the approval of the grievant, take whatever recourse is available by law unless the Board agrees in writing to submit the grievance to binding arbitration.

- D. Nothing contained in this Agreement shall prevent a bargaining unit member from presenting a grievance and having the grievance adjusted by the Employer without the intervention of the Association provided such adjustment is consistent with the terms of this Agreement and provided further that the Association shall be notified of such adjustment.
- E. The presentation of a grievance shall in no way prejudice a bargaining unit member's status with the Employer.
- F. If the Association has a grievance, the Association shall submit the same in writing at Step Two of the procedure.
- G. The time limits established in the grievance procedure shall be followed unless otherwise shortened or extended in writing by mutual agreement of the parties. The term "days" as used in the grievance procedure shall mean Monday through Friday, excluding holidays, and the spring and winter break periods.
- H. Should there be no decision rendered within the time limit specified, the grievance will be considered to be at the next step of the grievance procedure upon the expiration of the time limit. Any written grievance response which is not appealed to the next step of the grievance procedure within the time limit specified will be considered settled on the basis of the decision rendered at the previous step.
- I. The Grievance Report Form is attached hereto as Appendix B.

ARTICLE 10: WORKING HOURS AND CONDITIONS

- A. The normal workweek for full time bargaining unit members shall be defined as forty (40) hours a week at eight (8) hours a day.
The normal workweek for the Food Services classification shall be defined as five (5) days a week to coincide with the school year.
- B. At least five (5) working days prior to the start of school in any year, bargaining unit members shall receive written notice of the hours they are scheduled to work. Where reasonably possible, any subsequent changes in a bargaining unit member's hours shall be preceded by forty-eight (48) hours advance notice.

On or before June 1 in any year, bargaining unit members shall receive written notice of the hours they are scheduled to work during the summer months. Where reasonably possible, any subsequent changes in a bargaining unit member's hours shall be preceded by forty-eight (48) hours advance notice.

- C. Full time bargaining unit members shall be entitled to a duty-free, unpaid, thirty (30) minute lunch period. Should a bargaining unit member be required to perform work during a lunch period, the bargaining unit member shall be paid the appropriate portion of his/her hourly wage rate for all such work during the lunch period or his/her schedule will be adjusted by an amount of time equal to that worked.
- D. Bargaining unit members who work in the Food Service classification for three (3) or more hours a day shall be entitled to a duty-free unpaid thirty (30) minute lunch period. The lunch period will be established by the Coordinator of Food Services to coincide with the bargaining unit member's work schedule.
- E. A bargaining unit member who works four (4) or more consecutive hours shall be entitled to one (1) fifteen (15) minute, duty-free break period within the four (4) hours and same shall be paid. A bargaining unit member who works eight (8) hours in any day shall be entitled to two (2) fifteen (15) minute, duty-free break periods within the eight (8) hours and same shall be paid.
- F. Bargaining unit members will be informed of the name and telephone number of the person with whom they are to report their unavailability for work.
- G. The Employer shall provide a uniform allowance in accordance with the following:
 - 1. Bargaining unit members in the Food Services classification who regularly work more than two (2) hours a day shall receive six (6) shirts or smocks each calendar year. The wearing of employer supplied shirts or smocks shall be mandatory during working hours.
 - 2. All full time grounds, custodial, maintenance and delivery employees shall receive three (3) sets of uniforms each calendar year. In addition, grounds, maintenance and the day custodial/maintenance bargaining unit members shall receive two (2) pairs of coveralls or one (1) pair of insulated coveralls. Other bargaining unit members may submit a written request regarding uniforms with the Director of Operations including the option of a different type of shirt. The decision of the Director of Operations shall be final.
 - a. The bargaining unit member will maintain his/her own uniforms.
 - b. Bargaining unit members who leave the employ of the Board within six (6) months of the issuance of uniforms shall return same.
 - 3. For the 2010-2011 school year only, current bargaining unit members will not receive the uniform benefits listed in number 1 and 2 above. However, if new uniforms are needed, bargaining unit members may submit a written request to their respective department supervisor for uniform apparel.
- H. The Board shall provide the tools and equipment necessary to do a job.
 - 1. Bargaining unit members will not be liable for loss, theft or damage to tools and equipment nor will they be required to make restitution for same unless proven guilty of negligence.
 - 2. Every effort will be made to provide tools and equipment that meet safety standards.
 - 3. Protective equipment for eyes/glasses will be available to bargaining unit members who weld.
- I. The Employer shall schedule its meetings with bargaining unit members on the Employer's time whenever reasonably possible. Meetings which are otherwise scheduled shall entitle the unit members to be paid at their regular hourly rate of pay for such time spent meeting with the Employer except when such meetings exceed the forty (40) hour work week and/or the eight (8) hour work day in which case the overtime provisions shall apply.

The Employer's meetings with the Food Service classification can be scheduled on system-wide half-days of student instruction with at least thirty (30) calendar days notice to employees.

J. Except as set forth in Section 2 below, overtime and additional hours shall be offered and distributed to bargaining unit members as equally as possible within each classification within a building.

1. Overtime for custodial/maintenance will be handled as follows:
Overtime shall be rotated based on seniority within the building. If all building seniority personnel refuse overtime, then the supervisor of the building may take the overtime. If further overtime is needed (overflow), then overtime shall be distributed on a rotating basis from a volunteer list of qualified personnel within the classification.

2. Overtime or additional hours for food service will be handled as follows:

At the beginning of each school year, all bargaining unit members within food service will have an opportunity to sign a voluntary list for the distribution of additional hours. It is understood that as additional hours occur, bargaining unit members on the list must be able to perform the duties necessary for the additional hours. The list shall be ranked by seniority and building. Additional hours will be by rotation on a building basis first, and additional hours thereafter on a system-wide basis. The rotation list will be started anew each year.

3. For rotation purposes, if a bargaining unit member refuses or is not available for overtime he/she shall be treated as having taken the overtime.

4. Known overtime shall be posted as soon as reasonably possible.

5. To the extent possible, overtime and/or additional hours will be voluntary.

6. When a regular bargaining unit member is absent, management will attempt to use regular employees rather than substitutes when other factors reasonably permit.

7. For rotation purposes, if a bargaining unit member is on vacation or personal business leave, he/she will be considered as being unavailable but will not be treated as having taken the overtime.

K. Emergency closings will be governed by the following procedures:

1. Bargaining unit members under the Director of Operations shall receive one (1) day off with pay for each day that they are required to report as set forth herein. The day(s) off with pay shall be mutually arranged between the bargaining unit member and the Director of Operations.

2. Bargaining unit members who are not required to report for work shall receive the time off with full pay.

3. Bargaining unit members who work the night shift will not be required to report for work unless they are contacted by the Director of Operations and instructed to work. On such occasions, bargaining unit members will be assigned in accordance with the building seniority rotation list.

4. Food Service personnel shall not be required to report for work on days when school is canceled due to conditions beyond the control of school authorities, such as inclement weather. Food service personnel shall suffer neither loss of leave time nor loss of salary if the cancelled day(s) are not required to be rescheduled to receive state aid. If the cancelled day(s) are rescheduled, food service employees shall work the rescheduled day(s) and shall be paid for doing so.

5. If conditions beyond the control of school authorities cause a building, or some but not all buildings, to be closed, the employees assigned to the closed building(s) shall report to work and may be assigned to other buildings.
 6. Bargaining unit members shall not be charged for a paid leave day when such has been used and/or requested on a day when school has been canceled.
- L. During those periods when school is not in session, any deviation in the regular workday shall be assigned in accordance with the seniority rotation list.
 - M. No bargaining unit member shall be permitted to smoke or use other tobacco products on school grounds or in school buildings.

ARTICLE 11: EVALUATION

- A. All monitoring or observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member.
- B. Bargaining unit members shall be evaluated in writing at least once in each three (3) year period.
- C. Each bargaining unit member, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria shall be as set forth in Appendix C of this Agreement.
- D. Observations of bargaining unit work for evaluation purposes shall where appropriate be of sufficient length in time to fairly represent the bargaining unit member's work.
- E. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the final observation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question.
- F. Following each formal evaluation, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the immediate supervisor. The signature shall only signify that the bargaining unit member has read the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires.
- G. Each written evaluation will be followed by a conference between the bargaining unit member and the immediate supervisor within ten (10) workdays following the issuance of the written evaluation. Said conference shall be considered as time worked and therefore paid.
- H. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. Alternatively, the supervisor shall note that such previously cited deficiency was not observed.
- I. At the completion of the probationary period, a written evaluation of the bargaining unit member's work shall be completed in accordance with the procedures set forth herein.
- J. All written evaluations shall be placed in the bargaining unit member's personnel file.
- K. In the event a non-probationary bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons therefore in writing and provide a copy to the Association.
- L. The evaluation form is attached to and incorporated into this Agreement as Appendix C.

ARTICLE 12: DISCIPLINE

- A. A bargaining unit member may be suspended with or without pay, or otherwise disciplined or discharged provided the Employer has just cause to do so. The just cause standard shall not apply to the discharge of a probationary employee. Such disciplinary action shall be subject to the Grievance Procedure unless the employee is a probationary employee. Prior to the imposition of any disciplinary action, the employer will advise the bargaining unit member of his/her right to have association representative present.
- B. Demotion is an involuntary transfer to a position carrying a lower hourly rate. In cases of demotion, the bargaining unit member shall be entitled to receive the written reasons for same within ten (10) working days of his/her written or verbal request.
- C. The Board agrees to furnish written notification of disciplinary action to the bargaining unit member and the Association President.
- D. Normally, progressive correction shall include an oral warning, a written reprimand, suspension with or without pay and discharge. It is understood that certain steps in the disciplinary sequence may be omitted when the nature and severity of the offense so warrant.
- E. Except as provided in Section A of this Article, all disciplinary action taken against a bargaining unit member shall be in private. Unless the bargaining unit member is to be removed from the premises for the balance of the work period as a result of the disciplinary action taken, the imposition of discipline will be scheduled during the bargaining unit member's regularly scheduled hours of work, if possible. It is understood that if the imposition of disciplinary action is to take place after the normal working hours, the employee shall be entitled to additional pay.
- F. A bargaining unit member shall have the right, upon request, to review the contents of his/her personnel file in the presence of an administrator. At the bargaining unit member's option, a representative of the Association may accompany the bargaining unit member at the time of said review.
- G. Bargaining unit members shall sign for the receipt of disciplinary documents (reprimands, suspensions and/or warnings), it being understood that the signature only implies receipt. The bargaining unit member may have his/her written statements attached to the (personnel) file copy of such documentation.
- H. The Employer will continue its practice with respect to disciplinary action in connection with certain misconduct. Same is set forth in a Letter of Agreement dated November 29, 1990 which is attached to and incorporated into this Agreement.

ARTICLE 13: VACANCIES, ASSIGNMENTS AND TRANSFERS

- A. A vacancy shall be defined as a bargaining unit position for which there is no bargaining unit member with a contractual right to return and which the Employer intends to fill or a newly created position which the Employer intends to fill.

An increase or decrease of hours of the same job shall not create a vacancy unless the qualifications of the job are altered.
- B. Vacancies shall be posted for at least five (5) full workdays prior to filling same permanently.
- C. During the summer months, when school is not in session, postings for vacancies shall be mailed to each bargaining unit member in Food Services who submits a written request to the Food Services Coordinator prior to the last day of school in any year. Such vacancies shall not be permanently filled for seven (7) calendar days from the mailing date.

- D. A job posting shall set forth the job title, its schedule of hours and location together with the job duties and the minimum requirements necessary to perform the work.
- E. Any bargaining unit member may make written application for a vacancy with the appropriate coordinator.
- F. Vacancies shall be filled with the most qualified applicant on the basis of seniority, qualifications and the ability to perform the work. The coordinator shall determine who is the most qualified applicant. Where qualifications of the applicants are equal, a vacancy shall be filled by the most senior qualified bargaining unit member applicant on layoff. Should there be no bargaining unit member on layoff such vacancy shall be filled with the most senior applicant from the classification in which the vacancy arose.
- G. The employer reserves the right to fill vacancies on a temporary basis, subject to the provisions of Article 3, Section F.
- H. A substitute who fills a vacancy on a temporary basis shall not have claim to such vacancy by virtue of his/her filling same temporarily.
- I. Except for work areas assigned to the lead custodian, custodians at the middle schools and the high school shall be entitled to bid on work areas in the building(s) they work in and will be assigned based upon seniority.
- J. Bargaining unit members may be transferred when it is necessary for the good of the system as a whole or at a bargaining unit member's request. Involuntary transfers shall not be for arbitrary or capricious reasons.
- K. A bargaining unit member, who is transferred to a position which carries a higher rate of pay shall be paid at the higher rate.

A bargaining unit member who is transferred to a position which carries a lower rate of pay shall not suffer a reduction in pay unless the transfer is permanent. Such transfers shall be for just cause.

ARTICLE 14: SENIORITY

- A. Newly hired bargaining unit members shall be on probation for the first sixty (60) days worked. Any scheduled workdays on which the probationary bargaining unit member is absent shall serve to extend the probationary period by the same number of days.
 - 1. No bargaining unit member shall be required to serve more than one (1) probationary period with the Employer unless s/he has severed his/her employment and is later rehired.
 - 2. A probationary bargaining unit member shall have no seniority until the completion of the probationary period at which time seniority shall be established from the last date of hire.
 - 3. Service as a temporary or substitute employee shall be counted when calculating the seniority of employees who were members of the bargaining unit as of December 1, 1999. For all other employees, service as a temporary or substitute employee shall not be counted when calculating seniority.
- B. Except as provided in Section A. 3. Seniority shall be defined as the length of continuous employment in a bargaining unit position and shall accrue within classification from the last date of hire.
- C. For the purposes of this Article, there are two (2) classifications: Food Services and Operations. Within the Food Services classification, there shall be two (2) categories: Food preparation, classes AA, and BB, and food distribution, classes CC and DD.

1. Last date of hire shall be defined as the first day worked in a bargaining unit position.
2. Should a bargaining unit member permanently transfer to a non-bargaining unit position with the Employer, seniority shall not continue to accrue; however, the bargaining unit member shall retain his/her seniority accrual until s/he may return to the bargaining unit.
3. A bargaining unit member who works in more than one (1) classification shall be entitled to accrue seniority in all such classifications for as long as she/he works in more than one (1) classification.
4. A bargaining unit member who changes from one (1) classification to another shall not lose any previously accrued seniority in the former classification but future accrual of seniority shall be in the new classification. Seniority accrued in the prior classification shall be frozen.
5. Should more than one (1) bargaining unit member share the same date of hire, relative rankings on the seniority list shall be determined by the alphabetical sequence of last names first, then first names and finally middle names.
6. Part-time bargaining unit members shall accrue seniority as if they were scheduled to work full time.
7. Seniority shall continue to accrue while on layoff and during an unpaid leave of absence of ninety (90) or less workdays.

D. A bargaining unit member shall lose his/her seniority when:

1. He/she resigns or retires.
2. He/she is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
3. When the bargaining unit member fails to return from an unpaid leave of absence within three (3) working days of the end of said leave.
4. When the bargaining unit member is absent for three (3) consecutive working days without notifying the Employer. The Superintendent may make exceptions.
5. After such absences, as listed in Sections 3 and 4 above, the Employer will send written notification to the bargaining unit member at his/her last known address that s/he has lost his seniority, and his/her employment has been terminated. If the disposition of any such case is not satisfactory, the matter may be referred to the grievance procedure.

E. There shall be two (2) seniority lists: one (1) for the Food Services classification and its categories and another for the Operations classification.

1. The Employer shall prepare, maintain and post said seniority lists on all Association bulletin boards annually. Posting of said list shall occur on or before October 1 in each year. A copy of the seniority lists and any subsequent revisions shall be provided to the Association President upon request.
2. The seniority list shall include the names, classifications, and last date of hire for all bargaining unit members entitled to seniority.
3. The bargaining unit member shall have thirty (30) calendar days following the posting of the seniority list in which to challenge the accuracy of said list. Should the bargaining unit member fail to challenge within the period provided above, the seniority credited on that list shall be deemed correct and not thereafter subject to challenge through the grievance procedure.

ARTICLE 15: LAYOFF AND RECALL

- A. Layoff shall be defined as a reduction in the work force.
- B. In the event it becomes necessary to reduce staff, the Employer shall meet with the designated Association Representative(s) at least twenty-one (21) calendar days prior to the effective date of layoff. At such meeting the Employer shall submit a list of the names of bargaining unit members scheduled for layoff, their job title and work location together with a copy of an updated seniority list.
- C. Bargaining unit members who will be laid off or whose positions will be reduced by more than two (2) hours shall receive written notice at least fourteen (14) calendar days prior to the effective date of layoff. The Association President shall receive a copy of all such notices.

Bargaining unit members whose positions have been reduced by two (2) hours or less shall continue to receive the same level of insurance benefits that he/she had prior to such reduction.
- D. In the event of a layoff, the following procedure shall apply:
 - 1. All temporary employees shall be laid off unless there is no qualified bargaining unit member to perform the work.
 - 2. Should further reduction be necessary, probationary bargaining unit members within the affected classification(s) shall be laid off unless there is no qualified, non-probationary unit member to perform the work.
 - 3. Should further reduction be necessary, bargaining unit members shall be laid off in accordance with their seniority status with the least senior bargaining unit members within the affected classification to be laid off first unless there is no other qualified unit member to perform the work.
 - 4. A laid off bargaining unit member shall have the right to displace the least senior bargaining unit member within his/her classification provided that the number of annual hours of said position does not exceed the number of annual hours that the bargaining unit member was assigned prior to layoff.
- E. For purposes of this Agreement, classification shall be as defined in Appendix A.
- F. For purposes of this Agreement, qualifications shall be defined as possessing the skills required for a job as delineated in the respective job description and/or posting.
- G. At his/her option, a laid off bargaining unit member shall be granted priority status on the substitute list in accordance with his seniority.
- H. In no case shall a new employee be hired while there are laid off bargaining unit members who are qualified for a vacant or newly created position.
- I. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which s/he is qualified.
 - 1. Notice of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work.
 - 2. A recalled bargaining unit member shall be given ten (10) working days from the postmark on the recall notice to report to work.

3. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work, provided the unit member reports within the above ten (10) day period.
4. Bargaining unit members recalled to positions for which they are qualified and which are substantially equal to those which they were assigned prior to layoff are obligated to accept such work. Accordingly, a bargaining unit member who declines recall to such a position shall forfeit his/her seniority and right to recall.
5. Should the bargaining unit member fail to respond within ten (10) working days from the postmark of written recall, he/she shall be considered as having resigned.

ARTICLE 16: MEDICAL EXAMINATIONS

- A. All new employees shall be required to submit to a medical examination at the Employer's expense. Any applicant for a position shall sign a release of medical history and approve release of medical information to the Employer for purposes of the job application.
- B. The Employer shall have the right to require all bargaining unit members to submit to an annual physical examination by a doctor of the Employer's choosing and at the Employer's expense. Bargaining unit members may go to their own doctor for the physical examination; however, the bargaining unit member must allow the Employer to receive medical information directly from the doctor in order to do so. The bargaining unit member shall pay the difference between the Employer's usual cost for physicals by its own doctors and that charged by the bargaining unit member's personal physician.

ARTICLE 17: LEAVES OF ABSENCE

- A. Paid Leaves
 1. At the beginning of each contract year or school year whichever is applicable, ten (10) month bargaining unit members shall be credited with ten (10) days of sick leave and twelve (12) month bargaining unit members shall be credited with twelve (12) days of sick leave, the unused portion of which shall accumulate from year to year without limit. Effective for Food Service employees hired after July 1, 2010, bargaining unit members will be credited with five (5) days of sick leave.
 - a. Bargaining unit members who work less than full-time shall receive sick leave pro-rated on the number of hours they are regularly scheduled to work.
 - b. Upon the immediate supervisor's approval, bargaining unit members may use up to two (2) consecutive days of leave for illness or injury within the immediate family. Verification may be required for a leave of more than two (2) days. Immediate family shall be defined as: mother, father, husband, wife, child, step-child, adopted child, mother and father-in-law, sister or brother, grandparents, grandchild, and any other person for whose physical care he/she is principally responsible.
 - c. A bargaining unit member who is absent for five (5) or more consecutive work days due to illness or injury shall present a medical statement certifying his/her fitness to return to work to his/her immediate supervisor.
 - d. A bargaining unit member reasonably suspected of abuse of sick leave or absent for extended periods of time may be required to submit to a physical examination by a physician designated by the Deputy Superintendent at Board expense.

- e. Bargaining unit members shall report their unavailability for work by notifying the appropriate coordinator. The bargaining unit member shall either indicate the length of the anticipated leave or report his/her unavailability on a daily basis. The day shift shall notify the coordinator one (1) hour prior to the bargaining unit member's report-in time. The night shift shall notify the coordinator two (2) hours prior to their normal reporting time.
 - f. Should a bargaining unit member's employment be severed prior to the end of his/her work year, the bargaining unit member's final paycheck will be adjusted for any sick leave used in excess of the days earned.
2. At the beginning of each school year, each bargaining unit member shall be credited with two (2) days of personal business leave to be used at his/her discretion. Unused personal business leave will carry over as sick days. Effective for Food Service employees hired after July 1, 2010, bargaining unit members will be credited with one (1) day of personal business leave.
- a. A bargaining unit member shall notify his/her immediate supervisor at least five (5) calendar days in advance of using personal business leave except in cases of emergency when shorter notice will be acceptable.
 - b. Personal business leave may not be used on the workday immediately preceding or following a holiday or vacation period except as determined by the Deputy Superintendent.
- The employer may restrict the number of bargaining unit members taking personal business leave to three (3) per day for maintenance/custodial employees and three (3) per day for Food Service employees.
3. Bargaining unit members shall be credited with three (3) days of leave for each death in the immediate family. Additional days may be granted by the Deputy Superintendent and if granted, shall be deducted from the bargaining unit member's sick leave. Immediate family shall be defined as: mother, father, husband, wife, child, step-child, grandchild, in-laws, sister or brother, grandparents, and any other person for whose physical care he/she is principally responsible.
4. Bargaining unit members may use one (1) day a year to attend the funeral of any person. Additional days may be granted by the Deputy Superintendent and if granted, shall be deducted from the bargaining unit member's sick leave.
5. A bargaining unit member who is summoned for jury duty, or who is subpoenaed to give testimony in court shall, if possible, notify the administration at least one (1) week prior to the date s/he is to begin serving on jury duty or to testify in court.
- a. A bargaining unit member who is summoned and reports for jury duty or gives testimony in court, shall be paid the difference between the amount he/she receives from the court and his/her regular rate of pay.
 - b. To be eligible for the pay differential, a bargaining unit member shall furnish the Employer with a written statement from the appropriate public official listing the amount and the dates for which he/she received payment from any court.
 - c. Bargaining unit members who appear before a court of competent jurisdiction or an administrative body on behalf of the Employer shall suffer neither loss of leave time nor loss of salary.
 - d. Except as noted in subsection e below, these provisions shall apply only if the bargaining unit member is required to be absent from work in order to serve on a jury or give testimony during normal work hours.

- e. A bargaining unit member who works the night shift shall not be required to report for work when his/her court/jury duty requires that he/she appear for the afternoon session of the court. Said bargaining unit member shall, however, notify the appropriate coordinator as soon as he/she has been so informed by the court.

B. Unpaid Leaves (See also FMLA Leaves in Section D)

- 1. An unpaid leave of absence not to exceed one (1) year, is available to a bargaining unit member for childcare. In addition to an unpaid leave of absence, a bargaining unit member may use sick leave for a pregnancy-related disability.
 - a. A bargaining unit member's request for childcare leave should be in writing and specify the beginning and ending dates of the leave period. Application for leave should be made at least sixty (60) calendar days prior to the beginning of the leave unless the need for the leave is unanticipated. A bargaining unit member who is pregnant may continue in active employment as late into her pregnancy as she desires so long as she is able to perform all of the duties of her position on the same basis as is expected of any other bargaining unit member.
 - b. A bargaining unit member on leave should make written application for reinstatement at least sixty (60) calendar days prior to the expiration date of the leave.
 - c. In computing service to determine the bargaining unit member's salary at the expiration of leave, time spent on leave shall not be counted as active service in the Okemos School District.
 - d. A bargaining unit member who requests a leave of less than ninety (90) work days will indicate at the time the leave is requested, her/his intent to return upon the expiration of the leave.
- 2. A bargaining unit member may apply for an unpaid leave of absence not to exceed one (1) year for adopting a child. The leave period should commence within thirty (30) calendar days after the child is assigned.
 - a. In computing service to determine the bargaining unit member's salary at the expiration of leave, time spent on leave shall not be counted as active service in the Okemos School District.
 - b. A bargaining unit member should make written application for reinstatement at least ninety (90) calendar days prior to the expiration date of the leave.
- 3. A bargaining unit member who has been inducted or who enlists for military duty in any branch of the armed forces of the United States shall be granted a leave of absence for a period not to exceed ninety (90) calendar days beyond his/her honorable discharge date.
 - a. The leave period shall not be extended beyond the initial enlistment or induction period except with the approval of the Board or its designee.
 - b. A dishonorable discharge shall not obligate the Board for future employment.
 - c. Application for reinstatement shall be made within a reasonable time after discharge or release from military service, but not later than ninety (90) calendar days from the date of said release or discharge.
 - d. Upon reinstatement, the bargaining unit member shall be entitled to all wage increases and other benefits including seniority, that were effected during the leave period.

- e. Certification by a licensed physician as to the bargaining unit member's physical and/or mental fitness to resume employment may be required as a condition of reinstatement.
4. The Board shall grant an unpaid leave of absence not to exceed one (1) year for personal illness, accident or other equally grave emergency upon the bargaining unit member's written request provided said request is accompanied by a physician's certification of same.
 - a. In computing service to determine the bargaining unit member's salary at the expiration of the leave period, time spent on leave shall not count as active service in the Okemos Public Schools.
 - b. Certification by a licensed physician as to the bargaining unit member's fitness to resume employment will be required as a condition of reinstatement.
 - c. Application for reinstatement shall be in writing at least ninety (90) calendar days prior to the expiration date of the leave period.
 - d. Upon reinstatement, the bargaining unit member shall be entitled to all wage increases and other benefits that were effected during the leave period.

C. General Leave Provisions

1. The re-employment of military veterans shall be in accordance with all applicable laws and regulations.
2. Upon return from an unpaid leave of absence of more than ninety (90) working days, a bargaining unit member shall be placed in the position s/he held at the time the leave was granted, if available, or if not, to the first vacancy for which s/he is qualified. The Board agrees to fill a position for ninety (90) working days or less with a substitute.
3. Unpaid leaves of absence granted pursuant to this Agreement may be extended for a period not to exceed one (1) year at the discretion of the Board.
4. Except as specifically set forth in this Agreement, the bargaining unit member shall retain all rights and benefits that have accrued to him/her until such time as s/he may return to the bargaining unit.

D. Family Medical Leave Act of 1993 does not abrogate the rights of the parties under this agreement. Where additional benefits are extended to bargaining unit members by the act, those additional benefits will be honored by the Board. Where certain Employer rights are also granted in connection with such additional benefits, the board shall be permitted to exercise same. To the extent that leaves of absence are granted under this Agreement, whether paid or unpaid, the rights granted hereunder will serve to satisfy the requirements of the Family Medical Leave Act to the extent permitted by law. All applications for leave pursuant to the Family Medical Leave Act will comply with board policy.

1. For the bargaining unit members who have been employed for at least twelve (12) months by the District and who work at least half time, the following conditions shall apply to twelve (12) weeks of leave:
 - a. Any health, dental, and/or vision insurance shall be continued, with the premiums paid by the District, at the level and under the conditions the same would have been provided if the bargaining unit member had continued in employment during the leave period.
 - b. If the bargaining unit member does not return to work after the expiration of the leave, the bargaining unit member shall reimburse the District for the cost of the premiums paid by the District for his/her insurance during the twelve (12) week

period of the leave, unless the bargaining unit member did not return to work due to circumstances beyond his/her control.

2. A bargaining unit member shall use his/her accumulated sick leave and/or personal business days where applicable as specified herein during a leave pursuant to the Family Medical Leave Act.
3. The Board reserves the right to require certification from the health care provider of the bargaining unit member, or of the bargaining unit member's spouse, child or parent, as the case may be. All certification(s) shall state: the date on which the serious health condition commenced, the probable duration of the condition, and the diagnosis and intended treatment of the condition. When the leave is for a bargaining unit member's spouse, parent or child, the certification shall also state that the bargaining unit member is necessary for the care of such an individual and an estimate of the amount of time that the bargaining unit member is needed for such care. When the leave is for a bargaining unit member, the certification shall also state that the bargaining unit member is unable to perform the duties of his/her employment. The board may require that the bargaining unit member obtain subsequent recertification on a reasonable basis.
4. The Board reserves the right to require, at its expense, the opinion of a second health care provider designated by the Board concerning any certified information provided under subsection 3 above. Where the second opinion differs from the opinion in the original certification, the Board reserves the right to require, at its expense, the opinion of a third health care provider designated or approved jointly by the Board and the bargaining unit member, whose opinion shall be final and binding.
5. A bargaining unit member returning from a leave of absence shall be governed by the terms of this Agreement regarding salary schedule credit, accumulation of seniority and return to position vacated whether on leave under this Agreement or similar leave under the Family Medical Leave Act. Where a bargaining unit member returns from a leave granted solely under the Family Medical Leave Act because no similar leave exists under this Agreement, then the bargaining unit member shall be returned to employment with credit on the salary schedule, accumulation of seniority, and to the same position vacated, unless that position no longer exists. If the position no longer exists, the bargaining unit member shall be returned to an equivalent position for which he/she is qualified.
6. In recognition of the confidential nature of the required certification(s) set forth herein, all such information shall be requested by and submitted to the Deputy Superintendent.

ARTICLE 18: HOLIDAYS AND VACATION TIME

- A. Bargaining unit members who are permanent employees and who have worked at least thirty (30) working days prior to any paid holiday shall receive time off with pay in accordance with the following:
 1. Bargaining unit members who are twelve (12) month employees shall receive Labor Day, Thanksgiving Day, the last work day before Christmas provided school is not in session in which case the holiday will be the day after Christmas, Christmas Day, New Year's Day, Presidents' Day, when school is not in session, Memorial Day, Martin Luther King, Jr. Day, and July 4 as paid holidays. Total - nine (9) holidays. The Friday following Thanksgiving, New Year's Eve Day and the preceding Friday or the following Tuesday (depending upon the calendar) to President's Day will be unpaid holidays.
 2. Bargaining unit members who work less than twelve (12) months shall receive Thanksgiving Day, Christmas Day, and Martin Luther King, Jr. Day as paid holidays. Total - three (3) holidays. Labor Day, the Friday following Thanksgiving, Presidents' Day and the preceding Friday or the following Tuesday (depending upon the calendar) and Memorial Day will be

unpaid holidays.

3. When the holiday occurs on Sunday, it will be observed on the following Monday. When the holiday occurs on Saturday, it will be observed on the preceding Friday.
4. In order to receive holiday pay, bargaining unit members must work the last workday preceding and the first workday following the holiday provided they are normally scheduled for work on said days except in case of illness.
5. The rate of pay for bargaining unit members who are required to work on Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day and July 4 shall be double the hourly rate. The rate of pay for bargaining unit members who are required to work on the Friday following Thanksgiving, the last work day before Christmas or the day after Christmas, New Year's Eve Day, Martin Luther King, Jr. Day, and Presidents' Day shall be one and one-half (1½) times the hourly rate.
6. If a bargaining unit member is on vacation on any of the above-named holidays, that day shall be charged as a holiday, not a vacation day.
7. In the event any designated holiday(s) is scheduled as a day of student instruction, alternate holidays will be designated.
8. Should a bargaining unit member terminate employment, s/he will not receive pay for holiday(s) that occur after the last day worked irrespective of whether the holiday(s) falls within the period of his/her remaining vacation time.

B. Vacation time for twelve (12) month bargaining unit members shall be computed in accordance with the following:

1. Upon employment twelve (12) month bargaining unit members shall earn one (1) day of paid vacation for each month worked up to a maximum of ten (10) paid days each year, July 1 through June 30. All vacation time shall be paid at the bargaining unit member's regular rate of pay excluding overtime.
2. After the third year and through twelve (12) years of service to the District, the twelve (12) month bargaining unit member shall be credited with one (1) additional day in each year for each year of service up to a maximum of twenty (20) days in any year. The additional day will be credited on the bargaining unit member's anniversary date.
3. Beginning with the eighteenth year of service to the District and every year thereafter, the twelve (12) month bargaining unit member shall be credited with one (1) additional day of vacation for each year of service up to a maximum of twenty-five (25) days in any year. The additional day will be credited on the bargaining unit member's anniversary date.
4. All vacations should be taken during the summer months, between the date school lets out in June and school begins in September. Vacation requests shall be submitted to the Director of Operations prior to the ending of school in June, or ten (10) days prior to the period of time requested. The Director of Operations shall have the authority to grant or deny the period of time requested.

Vacations may be taken between September and June with the approval of the Director of Operations.

5. If a Food Service employee becomes a custodian, vacation time shall accumulate from the date of transfer to the custodial classification in accordance with Section B. 1 above.

6. Earned vacation time shall accrue and may be taken during, but not later than the end of the fiscal year following the one in which it was earned. Vacation time from two (2) fiscal years may not be joined together to increase the length of the vacation period.
 7. A bargaining unit member shall not be required to waive vacation time for the purpose of working for the Employer during any scheduled vacation except in case of emergency.
 8. If a bargaining unit member 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 compensation in lieu of vacation time. Proof of such incapacity may be required from a physician within thirty (30) days of such illness.
 9. If a bargaining unit member is laid off or retired, he will receive any unused vacation credit including that accrued in the current fiscal year.
 10. If a death occurs in the immediate family while a bargaining unit member is on vacation, the time spent for bereavement shall not be charged as vacation time provided the Director of Operations has been notified within five (5) calendar days after the time of death.
- C. Effective July 1, 2010 all custodial/maintenance members will have 2 unpaid furlough days. The unpaid furlough days must be approved at least 1 week in advance by the Director of Operations. The furlough days will not be approved when it is necessary to hire a substitute for coverage. The number of individuals with a specific furlough day will not exceed 2 employees.

ARTICLE 19: HOSPITALIZATION, AND OTHER INSURANCE PROVISIONS

- A. Health Insurance
1. Employees working forty (40) hours a week on a regular basis shall be entitled to full family health insurance benefits. Employees working at least thirty (30) hours a week and less than forty (40) hours a week on a regular basis shall be entitled to single subscriber health insurance benefits or the amount of the single subscriber health insurance premium paid by the employer applied toward the purchase of two person or full family coverage.
 2. Health insurance benefits shall be provided in accordance with the PHP-PPO Plan. If during the term of this agreement two or more other employee groups of the Board switch to another health insurance plan, the Board may switch to that health insurance plan provided the benefits under that plan are substantially equal to PHP-PPO Plan. Effective July 1, 2011, members will be covered by PHP-PPO with a Board paid \$1000/\$2000 deductible; \$10 office visit copay, and \$50 hospital emergency room copay and a \$10/\$20 prescription.
 3. The insurance carrier will be PHP-PPO. Effective with the 2011-12 school year, the Board will pay 80% and the employee will pay 20% of the health premium
 4. In lieu of health benefits, eligible employees working forty (40) hours a week will receive one hundred fifty (\$175.00) dollars a month to be remitted in cash. Employees working at least thirty (30) hours a week and less than forty (40) hours a week will receive a pro-rated portion of the one hundred fifty (\$175.00) dollars cash payment (e.g., a Food Service employee working thirty (30) hours a week will receive \$131.25). The cash amounts may be applied towards approved annuity plans or other plans on record with the employer through the salary reduction agreement. Any amounts exceeding the employer's subsidy shall be payroll deducted. An open-enrollment period shall be provided whenever the contribution subsidy amounts change.
 5. Should a husband and wife both be employed in a bargaining unit position, only one (1) will be eligible for health insurance and the other will receive the cash, if otherwise eligible as set forth in Section 4.

6. The employer will maintain a qualified plan document, including a salary reduction agreement which complies with Section 125 of the Internal Revenue Code. The cost associated with establishing the initial plan documents and for fulfilling future employer reporting requirements shall be borne by the employer. The employer shall have the right to determine the plan administrator. The employee shall pay the monthly administration fee for documents required to be filed under Section 125 including salary reduction agreements.
7. Beginning July 1, 2008, Food Service employee must work at least 4 hours per day (20 hours per week) to be eligible for life and single dental and vision. Further, a food service bargaining unit member must work at least six (6) weeks before being eligible for benefits.

Bargaining unit members hired prior to July 1, 2008 will be grandfathered and maintain their current insurance coverage.

The Board agrees to implement a Section 457 Plan (retirement plan).

B. Dental

The Board shall provide the following dental benefits which equal or exceed those benefits, with internal and external coordination of benefits, for a full twelve (12) month period for all custodial/maintenance and food service employees working forty (40) hours a week and their eligible dependants as defined by SET. The Board may provide such benefits through the purchase of insurance or through self-insuring. Selection of the carrier shall be at the discretion of the Board. Bargaining unit members working less than forty (40) hours per week shall be eligible for employee coverage only or the amount of the single subscriber premium paid by the employer applied toward the purchase of two person or full family coverage.

Basic Services:

Payment at 80%* for the following services (Incentive Plan applies):

- Examination
- Cleaning
- Diagnostic X-Rays
- Fluoride Treatment (to age 18)
- Restorative (fillings)
- Oral Surgery (extractions) and related anesthesia
- Endodontics (root canals)
- Periodontics (scaling and polishing of teeth)

Major Services:

Payment at 80%* for the following services:

- Bridges and repairs
- Dentures (full and partial)
- Crowns, Inlays and repairs

Annual maximum is \$2,000 per person, per calendar year for combined Basic and Major services.

Orthodontic Services:

- Payment at 80%*
- Lifetime maximum for dependents to 19 - \$1,500
- Additional \$1,500 for children's orthodontics for bargaining unit members receiving cash in lieu of health insurance.
- *Reasonable and Customary Charge

Incentive Plan - payment begins at 80% and progresses annually to 100% (10% each year) provided the individual has a dental examination and the recommended work is performed during the calendar year.

The above is a generalization of the plan's provisions; the contract is the controlling document.

C. Vision

The Board shall provide the following vision benefits or benefits which equal or exceed those benefits, with internal and external coordination of benefits, for a full twelve (12) month period for all custodial/maintenance and food service employees working forty (40) hours a week and their eligible dependants as defined by SET. The Board may provide such benefits through the purchase of insurance or through self-insuring. Selection of the carrier shall be at the discretion of the Board. Bargaining unit members working less than forty (40) hours per week shall be eligible for employee coverage only or the amount of the single subscriber premium paid by the employer applied toward the purchase of two person or full family coverage.

Examination	\$75.00 One Time Every 24 Months
Regular Lenses	\$180.00 One Time Every 24 Months
Bi-Focal/Progressive Lenses	\$190.00 One Time Every 24 Months
Tri-Focal Lenses	\$200.00 One Time Every 24 Months
Lenticular Lenses	\$00.00
Frames	\$80.00 One Time Every 24 Months
Contacts	\$160.00 One Time Every 24 Months

Examinations, frames, and one (1) set of corrective lenses (regular glasses, prescription sunglasses, photogrey lenses or contact lenses) will be provided one in a 24 month policy year (July 1 through June 30) for each eligible member of the family. An employee requiring a vision examination every twelve (12) months for medical reasons will have a benefit of \$58 each year. A medical statement must be forwarded to the Deputy Superintendent to initiate this plan.

The above is a generalization of the plan's provisions; the contract is the controlling document.

D. Life Insurance

The Board shall provide \$25,000.00 term life insurance with AD & D for all bargaining unit members that work forty (40) hours per week. The Board shall provide \$12,500.00 of term life insurance with AD & D for all bargaining unit members that work less than forty (40) hours per week.

E. Long Term Disability

The Employer shall provide without cost to each bargaining unit member who works 30 hours or more per week Long Term Disability Insurance. Benefits shall be paid at 66 2/3% of salary up to a monthly maximum of \$3,500 and shall begin after the later of 1) the exhaustion of the bargaining unit member's accumulated sick leave, if any or 2) the expiration of 30 calendar days of disability accumulated in any twelve (12) consecutive months. (Only the last three days of the waiting period need be consecutive and for the same condition.) The foregoing applies to both food service and custodial/maintenance if they work thirty (30) hours or more per week.

F. The Board agrees to carry Workers' Compensation Insurance for all bargaining unit members. Bargaining unit members sustaining injury or occupational disease arising out of, and in the course of Board employment, shall be continued on the payroll to the extent of the dollar amount of his/her sick leave reserve; or the employee may opt to receive Worker's Compensation Benefits.

Bargaining unit members may supplement their Workers' Compensation payments with one-third (1/3) of a sick day for each day of Workers' Compensation. Sick days may be used during the waiting period for Workers' Compensation.

Should such disability extend so that Workers' Compensation is retroactive to the first day of covered disability, then the employee's first five (5) sick days will be reccredited for two-thirds (2/3) of a sick day for each day of covered Workers' Compensation.

- G. A bargaining unit member who is on an unpaid leave of absence beyond the period covered by the Family and Medical Leave Act, and/or layoff status, may continue his fringe benefit coverage through the Employer by paying the COBRA premium in advance monthly for up to eighteen (18) months from the commencement of the leave beyond the period covered by the FMLA or layoff.
- H. A bargaining unit member who is on an unpaid leave of absence pursuant to Article 17, Section B. 5, shall be entitled to continue his fringe benefit coverage for a period of up to thirty (30) calendar days from the date of the first day of said leave at Board expense provided that the bargaining unit member is not otherwise employed. In addition, the Board will continue medical coverage as required for qualified FMLA leaves.
- I. A bargaining unit member who is eligible for insurance benefits including the Employer-paid annuity as set forth herein, shall be responsible for the completion of all necessary documents and for fulfilling any other requirements of the insurance underwriters /administrators. A bargaining unit member shall not be eligible to receive insurance benefits until he/she is enrolled for coverage by the insurance carrier. The Board shall provide all enrollment forms necessary during the first week of eligible employment to newly hired employees. The Board should provide, but is not required to provide, all enrollment forms necessary when a current employee becomes eligible for benefits for the first time.

ARTICLE 20: COMPENSATION AND LONGEVITY

- A. The wages of bargaining unit members covered by this Agreement are set forth in Appendix A which is attached to and incorporated into this Agreement.
 - 1. Bargaining unit members who work the shift after 12:00 midnight shall receive premium pay at the rate of ten cents (\$.10) an hour or five cents (\$.05) a half hour.
 - 2. Bargaining unit members who are called in between 12:00 midnight and 6:00 a.m. shall receive premium pay at the rate of twenty-five cents (\$.25) an hour or thirteen cents (\$.13) a half hour.
- B. Paychecks will be issued every other Friday except that the night shift will receive paychecks by 12:00 midnight on the Thursday immediately preceding said payday.
- C. A bargaining unit member shall be paid overtime pay at the following rate and under the following conditions:
 - 1. Rate of pay shall be at time-and-one-half of the regular hourly rate for all work performed in excess of eight (8) hours in any workday, and in excess of forty (40) hours in any workweek.
 - 2. Rate of pay shall be double the regular hourly rate for all work performed on holidays and Sundays, except that bargaining unit members who regularly start their work week on Sunday shall be paid straight time for work on Sunday.
- D. Bargaining unit members in the Custodial/Maintenance classification who, at the Employer's request, report for duty which is outside of their regular work period shall be granted at least two (2) hours pay at the rate of time-and-one-half.
- E. Bargaining unit members in food service classification working at banquets or other school-related activities scheduled outside of his/her regular working hours shall be compensated at \$12.19 per hour. No premium or overtime will be granted. Employees who would be working in excess of eight (8) hours in any workday or forty (40) hours in any workweek shall not be eligible to work at banquets or other school-related activities.
- F. Bargaining unit members required in the course of their work to drive their personal automobile shall be reimbursed for mileage at the IRS mileage rate.

- G. In addition to the regular hourly wage stated in Appendix A, bargaining unit members shall receive longevity pay based on continuous years of employment in a bargaining unit position or a non-bargaining unit position if the employee was eligible for earning years toward longevity while employed in the non-bargaining unit position. Longevity pay shall be paid in a lump sum on the Friday following the first pay period in December and shall be for the prior year from December 1 through November 30. Bargaining unit members who are on unpaid leave during the previous year, December 1 through November 30, will have their longevity pay prorated for that year only. Years of service referred to below must be completed before December 1 in any year to qualify for longevity pay.

For example, an employee whose first day of work with the Board is on December 2000, then would receive the first longevity pay in December 2005. If during that year, December 1, 2004 through November 30, 2005, the employee was on unpaid leave, then the longevity pay for that year would be prorated and paid on December 2005. The resulting prorated longevity pay is the number of paid workdays and holidays of that employee divided by the number of possible paid workdays and holidays for that employee in their classification(s) times the full longevity amount.

If an employee's first day of work is on December 2, 2000, then they would receive the first longevity payment in December 2006.

1. Classifications A through D

Forty (40) hours per week personnel receive full amounts. Part-time is pro-rated.

- a. After five (5) years of service and through ten (10) years, the bargaining unit member shall receive \$645 in 2011-12.
- b. After ten (10) years and through seventeen (17) years, the bargaining unit member shall receive \$1094 in 2011-12.
- c. After seventeen (17) years of service, the bargaining unit member shall receive \$1746 in 2011-12.

2. Classifications AA through DD

Employees will receive the following percentages of the above class A-D longevity payments. Those who regularly work up to twenty (20) hours per week shall receive one-half (2). Those who regularly work between twenty (20) and thirty (30) hours per week shall receive three-fourths (3/4). Those who regularly work in excess of thirty (30) hours per week shall receive the full payment.

3. Time worked as a temporary, student or supervisory employee shall not add to a bargaining unit member's years of service for purposes of qualifying for longevity pay.
4. During unpaid leaves of absence and periods of layoff, a bargaining unit member shall not continue to accrue years of service, but shall retain his/her years of service until such time as he/she may return to a bargaining unit position.

- H. Beginning with the 1999-2000 school year, any employee completing twenty-four (24) years of service with the Okemos Public Schools will receive a one-time recognition stipend in the amount of three hundred dollars (\$300.00).

- I. When a new job is placed in the bargaining unit and cannot be properly placed in an existing classification and/or wage rate, the matter shall be subject to negotiation between the parties within thirty (30) calendar days of such placement.

J. Food Service and Custodial/Maintenance Salary Schedule

K. Effective July 1, 2010 a two tier pay scale will be initiated for all Food Service and Custodial/Maintenance new hires after July 1, 2010.

Food Service Salary Schedule		
	2011-12	
Classification	Probationary	Regular
AA	\$12.76	\$13.07
BB	\$11.72	\$12.01
CC	\$10.98	\$11.22
DD	\$11.43	\$11.72
Grandfathered*:	\$12.23	\$12.53
Lead Cook - H.S.		
Baker		
Lead Cashier - HS		
Longevity - prorated for part time employees (Article 20, paragraph G.2.)		
After 5 years	\$ 645	
After 10 years	\$ 1,094	
After 17 years	\$ 1,746	

* The bargaining unit members who filled these positions as of July 1, 1999 will be paid at the specified rates as long as they continue in these positions.

Increase granted on anniversary date of employment

Custodial/Maintenance		
		Wages
Classifications		2011-12
		2% decrease
A-Probationary		\$16.37
0-3 years		\$17.93
4-7 years		\$19.46
8+ years		\$21.04
B-Probationary		\$15.80
0-3 years		\$17.08
4-7 years		\$18.03
8+ years		\$18.99
C-Probationary		\$15.60
0-3 years		\$16.86
4-7 years		\$17.41
8+ years		\$17.94
D-Probationary		\$15.36
0-3 years		\$16.37
4-7 years		\$16.86
8+ years		\$17.48
Increase granted on anniversary date of employment.		
Longevity		
After 5 years		\$645
After 10 years		\$1,094
After 17 years		\$1,746

Tiered salary schedules: Effective with employees hired into the bargaining unit after July 1, 2010.

Food Service	
Classifications	Rate of Pay
AA	\$12.00
BB	\$10.50
CC	\$9.30
Custodial/Maintenance	
A Probationary	\$16.37
0-3 years	\$17.93
4-7 years	\$19.46
8+ years	\$21.04
B Probationary	\$15.80
0-3 years	\$17.08
4-7 years	\$18.03
8+ years	\$18.99
B-1 Probationary	\$9.11
0-3 years	\$9.50
4-7 years	\$10.50
8+ years	\$11.50
C Probationary	\$9.11
0-3 years	\$9.25
4-7 years	\$9.75
8+ years	\$10.50
D Probationary	\$9.11
0-3 years	\$9.20
4-7 years	\$9.60
8+ years	\$10.00

Increase granted on anniversary date of employment

Note:

- A. "Pay freeze" for the 2011-12 school year – This would result in "no steps" including longevity "step", as well as no increase in the salary schedule.

ARTICLE 21: RETIREMENT

- A. Retirement shall be interpreted to mean leaving the employ of the Okemos Public Schools and becoming an annuitant of the Michigan Public School Employee Retirement Fund, Social Security, or both.
 - 1. Upon retirement, the Board agrees to pay bargaining unit members one hundred dollars (\$100.00) for each year of service to the Okemos Public Schools up to a maximum of two-thousand dollars (\$2,000.00) provided that the bargaining unit member has been

employed by the District for ten (10) or more years. Bargaining unit members employed by Okemos Public Schools for twenty-one (21) years or more shall be paid \$150 per year of service to the district.

2. Upon retirement, bargaining unit members who retire with at least ten (10) years of service with the Okemos Public Schools and provide at least two (2) months notice prior to September 1, in any year, shall be entitled to one-half (1/2) of their daily rate of pay for any accumulated unused sick leave up to a maximum of three thousand dollars (\$3,000.00).

B. In lieu of the benefit set forth in Section A, a bargaining unit member with ten (10) or more years of service with the Okemos Public Schools who severs employment prior to retirement shall receive twenty dollars (\$20.00) a day for each accumulated sick leave day up to a maximum of two thousand dollars (\$2,000.00).

ARTICLE 22: DURATION OF AGREEMENT

This Agreement shall be effective as of the date it is ratified by the parties and shall continue in effect until the thirtieth (30th) day of June 2012. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

**Okemos Educational Support Personnel Association, MEA/NEA
Okemos Custodial & Food Service Personnel**

Kenneth B. Genen
President

5-8-12
Date

Janet Harmon
Secretary/Treasurer

5-8-12
Date

Okemos Board of Education

Ann H. Curtis
President

5.10.12
Date

Deborah Baughman
Secretary

5-8-12
Date

APPENDIX A:

CLASSIFICATIONS

MAINTENANCE/CUSTODIAL

- A Mechanical Maintenance/Skilled Trades
Lead Grounds
- B Lead Night Custodian - HS & MS
Grounds
Day Maintenance/Pool Operator
- C Lead Day Custodian CE & HI (the bargaining unit members who filled these positions during the 1994-95 school year will continue to be paid at Classification B rates as long as they continue in these positions. (If they shall transfer to other positions, the rates will be paid at Classification C rates.)

Day Elementary Custodian
*** Specialist
- D Day Secondary Custodian
Night Custodian
Delivery Drivers
* Utility Person

FOOD SERVICE

- AA Lead Cook - Hiawatha
Lead Cashier - MS
- BB Cooks - HS
Baker, Lead Cashier - HS
- CC Servers, Elementary & Secondary
Helpers & Dishwashers
Stockers
- DD Cashiers

* The bargaining unit member will be paid at the Class B rate when assigned to work grounds.

*** The District intends to add supervisory duties to Specialist in addition to bargaining unit duties, and file a petition with MERC to remove this position from the unit.

APPENDIX A1:
CLASSIFICATIONS

Employees Hired after July 1, 2010

MAINTENANCE/CUSTODIAL

- A Mechanical Maintenance/Skilled Trades
 Lead Grounds

- B Grounds
 Day Maintenance/Pool Operator

- B-1 Lead Custodians

- C Day Elementary Custodian

- D Day Secondary Custodian
 Night Custodian
 Delivery Drivers
 Utility Person

FOOD SERVICE

- AA Lead Cook

- BB Cooks

- CC Servers
 Helpers
 Cashiers

APPENDIX B:

GRIEVANCE REPORT FORM

Grievance # _____

Distribution of Form

- 1. Deputy Superintendent
- 2. Coordinator
- 3. Association
- 4. Grievant(s)

Building	Classification	Name of Grievant	Date Filed
----------	----------------	------------------	------------

STEP I

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance _____

1. Contract Violation(s) _____

2. Relief Sought _____

_____/_____
Signature Date

C. Disposition by Coordinator _____

_____/_____
Signature Date

D. Position of Grievant and/or Association _____

_____/_____
Signature Date

If additional space is needed, attach an additional sheet.

(Note: Continued)

STEP II

A. Date Received by Deputy Superintendent _____

B. Disposition of Deputy Superintendent

_____/_____
Signature Date

C. Position of Grievant and/or Association _____

_____/_____
Signature Date

STEP III

A. Date Received by Superintendent _____

B. Disposition of Superintendent _____

_____/_____
Signature Date

C. Position of Grievant and/or Association _____

_____/_____
Signature Date

APPENDIX C:

EVALUATION FORM

Name: _____ Date: _____

Position: _____ School: _____

Date of Evaluation Conference: _____

- Rating Scale: 1. Unsatisfactory 4. Exceptional
 2. Needs Improvement 5. Not Observed
 3. Satisfactory

If the bargaining unit member is rated (1), the immediate supervisor will indicate the specific nature of the deficiency, the observation(s) which s/he has relied upon to form this conclusion and state how improvement is to be achieved in the comment sections provided.

The bargaining unit member is not required to sign the evaluation form until the immediate supervisor has discussed its contents with him/her.

Skills: Knowledge of equipment, supplies and materials. _____

Comments: _____

Ability: To carry out his/her duties. _____

Comments: _____

Reliability: Is consistent in carrying out duties. _____

Comments: _____

Initiative: Is resourceful and self-reliant. _____

Comments: _____

Diplomacy: Is tactful in dealing with others. _____

Comments: _____

Adaptable: Adjusts to existing and new conditions. _____

Comments: _____

Cooperative: Works well with _____ teachers, _____ students, _____ co-workers, _____ administration _____.

Comments: _____

Loyalty: Is loyal to the District and co-workers. _____

Comments: _____

Safety Conscious: Is aware of and practices safety measures. _____

Comments: _____

Punctual: Reports for work on time. _____

Comments: _____

Open Minded: Accepts suggestions and listens well. _____

Comments: _____

Neatness: Is neatly dressed and groomed. _____

Comments: _____

Directives: Follows directions and where applicable, gives directions clearly.

Comments: _____

Additional comments from the immediate supervisor: _____

Comments from the bargaining unit member: _____

Considering all factors, the work performance of this bargaining unit member is

_____ **exceptional** _____ **satisfactory** _____ **unsatisfactory.**

Signature of the Immediate Supervisor

Date

I understand that my signature is not intended to mean that I agree with the content of this evaluation, but indicates that I have read and discussed the content of the evaluation with my immediate supervisor.

I understand my right to attach written comments to this document.

Signature of the Bargaining Unit Member

Date

APPENDIX D:

PERSONAL BUSINESS LEAVE FORM

Except in cases of emergency, please submit this form at least one (1) week prior to the intended leave date. Personal business leave may not be used on the work day immediately preceding or following a holiday, vacation period or during parent/teacher conferences except as determined by the Deputy Superintendent

NAME _____

Date _____
(Month-Day-Year)

This is to notify the Employer that I will be absent from work for personal business reasons on _____
(Month-Day-Year)

Bargaining Unit Member's Signature

Date Received _____

Immediate Supervisor _____
Signature

Send all copies to the Office of the Human Resources Office.
Copies will be distributed as follows:

- | | | |
|---------|--------|---|
| Copies: | White | Building Principal's Office or Supervisor |
| | Pink | Human Resources Office |
| | Yellow | Payroll Department |
| | Gold | Bargaining Unit Member |

LETTER OF UNDERSTANDING
between the
OKEMOS BOARD OF EDUCATION
and the
OKEMOS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION/MEA/NEA

- A. A bargaining unit member may be terminated for the following reasons and for other just causes.
1. Reporting to work in an intoxicated or impaired condition (due to consumption of alcohol or use of drugs);
 2. Consumption of alcohol or drugs while on work time;
 3. Abandonment of work responsibility;
 4. Performance constituting a hazard to one's self or others;
 5. Upon conviction of any felony or circuit court misdemeanor involving moral turpitude, theft, conversion, embezzlement or intentional destruction of property of the Employer;
 6. Falsifying any documents related to his/her compensation or that of another employee; including, but not limited to, the application for employment, time sheets and reasons for absences;
- B. A bargaining unit member who commits any of the offenses enumerated in section A may be suspended either with or without pay pending a complete investigation. However, no employee will be suspended without pay without first being provided with an opportunity for a due process hearing (i.e., notice of charges, explanation of evidence and opportunity to tell his/her side of the story). Should a bargaining unit member be suspended without pay and subsequently the suspension is found to be without justification, the bargaining unit member shall receive full compensation for said period.
- C. An evaluation will not refer to discipline that occurred more than one (1) year prior to the evaluation, unless there has been reoccurrence of the type of behavior or conduct for which the employee was disciplined.



FOR THE BOARD OF EDUCATION

5-8-12

DATE



FOR THE ASSOCIATION

5-8-12

DATE

Okemos Board of Education
And the
Custodial/Maintenance/Food Service Units MEA/NEA
October 12, 2005

Letter of Agreement

1. Based on the fact that the **utility** position is generally responsible for those tasks associated with lead custodians at the elementary level: Change classification from D to C effective October 1, 2005.
2. In an effort to assist management in their efforts to plan for and cover work schedules in the case of planned employee absences, change:

Article 17, Section A-2 a.: change "calendar" days to "work" days; already accommodates "except in cases of emergency when shorter notice will be acceptable.

Article 18, Section B-4: add "work" to the statement..."ten (10) days prior to the period of time requested", defining days as work days. Also add: If extenuating circumstances exist, the Director of Operations could approve the request with less notice if it doesn't create a hardship for the department.

Kenneth B. Green
For the Association

10-12-05
Date

Cathy J. An
For the Board

10/12/05
Date

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