

MASTER AGREEMENT
BETWEEN THE
LES CHENEAUX COMMUNITY SCHOOLS
BOARD OF EDUCATION

AND THE

LES CHENEAUX SUPPORT STAFF
FEDERATION

July 1, 2020 - June 30, 2022

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ARTICLE I RECOGNITION

A. The Federation

The Board of Education recognizes the Les Cheneaux Support Staff Federation as the sole and exclusive negotiation representative of all employees (herein after referred to as employees) of the Employer included in the bargaining unit described below:

- Bus Drivers
- Student Services Secretary
- Cook

B. Purpose of Representation

The Federation shall represent the negotiation unit for the purpose of collective negotiations in respect to "rate of pay, wages, hours of employment, or other conditions of employment".

C. Other Organization and Individuals

The Board Agrees not to negotiate with any organization other than the Federation for the duration of this agreement.

ARTICLE 2
NEGOTIATION PROCEDURES

A. Initiation

By May 1 of the bargaining year, the parties will begin negotiations for a new agreement covering hours, wages, terms, conditions of employment, and shall continue until an agreement is reached.

ARTICLE 3
AGREEMENT

A. Written

When an agreement is reached, it shall be reduced to writing. When approved and signed by the parties as required by Sec. 15, Act. 336 of the Public Acts of 1947, as amended, the contract shall be effective.

B. Authority of Agreement

This Agreement shall supersede any rule, regulation or practice of the Board which shall be contrary to or inconsistent with this Agreement.

ARTICLE 4
SALARY SCHEDULE

	2020-2021	2021-2022
Bus Drivers Regular Runs		
0-5 years experience	\$19.58	\$20.07
6+ years experience	\$21.75	\$22.29
Extra trips	\$15.84	\$16.23
K-12 Secretary (191 Days)	\$16.23	\$16.63
Cook (Cap at \$12.00)	\$12.30	\$12.61
Recess Aide	\$11.42	\$11.70

A. Longevity

Employees with maximum longevity (over 10 years of service) will continue to receive their longevity payments. Longevity pay will be \$500 per year.

B. Salary Schedule Placement

The Board reserves the right to place new employees on the salary scale at a salary commensurate with their experience and education.

C. Probationary Period

The probationary period shall be extended by days absent. There will be a minimum of 90 day probationary period for all new employees.

D. Athletic Assignment Protocol

Prior to the start of the school year, drivers who have a regular route will have the opportunity to choose a sport for the upcoming year. Drivers will choose in order of seniority, until all sports have been spoken for, or until no driver wants an additional sport. Any sport or event with no driver assigned will be offered, by event, to each driver on a rotational basis. When a driver takes a trip, the next available trip will be offered to the next lowest senior driver.

Football, both JV and Varsity, will be considered one sport.

If arrangements for a substitute driver for a regular run can't be made, the regular bus run may take precedence with the regular driver being assigned to their regular run.

ARTICLE 5
INSURANCE PROTECTION

Secretary Coverage

A. EFFECTIVE DATE

Insurance coverage subsidized by the Board shall take effect in the month according to the policy contract with the carrier.

B. CONTINUATION FOR RETIREMENT

It will be the responsibility of the retiring employee to notify the Superintendent at least 90 days prior to the effective date of retirement. This is to ensure that a retiring employee shall be continued in the Federation for the purpose of this article only for a period of one month beyond the month in which retirement is effective in order to provide uninterrupted coverage during transfer to a retirement group or personal coverage health insurance program.

C. TERMINATION

Insurance coverage benefits will be discontinued at the end of month of any employee termination.

D. RESPONSIBILITY

The responsibility of the Board shall be limited to providing the contractual premium payments and the deductible associated with a health insurance plan as per the contract document. All other obligations shall be governed by the terms of the policy contract.

E. DENTAL INSURANCE PLAN

The Board shall provide a Dental Plan for all employees of the bargaining unit and their eligible dependents, 60/60/60 orthodontic rider with a \$1500 life time maximum payment for orthodontic work for all employees hired prior to September 7, 2010. Dental insurance is available for Cash in Lieu participants at a rate of the monthly premium. The Dental Plan will be available for employees hired prior to September 7, 2010.

F. VISION INSURANCE PLAN

The Board shall provide vision insurance to all non-certified employees of the bargaining unit and their eligible dependents hired before September 7, 2010. Vision insurance is available for Cash in Lieu participants at a rate of \$30 per month. The Vision Plan will be available for employees hired prior to September 7, 2010.

G. INSURANCE WAIVER

All insurance benefits and waiver payments are prorated based upon the length of the day the employee is working. A full day will be six and three quarters (6.75) hours.

ARTICLE 6
EMPLOYEES RIGHTS AND RESPONSIBILITIES

A. USE OF BUILDING AND FACILITIES

The Federation and its members shall have the right to use school building facilities, outside the school day as defined in this agreement, for meetings in accord with the Board Policy for Type I or Type II organizations. Any additional cost incurred for the use of the facilities shall be born by the Federation.

B. BULLETIN BOARDS AND SCHOOL BOXES

Bulletin boards shall be made available to the Federation and its members. The Federation may place its material in the mail system or post notices of meetings and results of Federation meetings or election results to the extent permitted by law. A Federation official shall sign the material. Materials other than the above shall be submitted to the superintendent for approval before posting or placement in school boxes.

C. INSIGNIA AND PINS

No employee shall be prevented from wearing the insignia or pin of membership in the Federation on the school premises.

D. EMPLOYEES RECORDS KEPT BY THE BOARD

Each employee shall have the right, upon request, to review the contents of his/her personnel file. The file may include record of employment, contracts, evaluations, transcripts, certification, and other data requested by the Board. A representative of the Federation may, at the employee's request, accompany the employee in this review.

An employee must be requested to sign material placed in the individual's personnel file. Such signature shall be understood to indicate the individual's awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

If an employee should refuse to sign material to be placed in his/her file, it shall be signed by that union representative. These signatures shall indicate that said employee has been made aware of this material, but has refused to sign it.

E. EMPLOYEES AND STUDENTS

No Federation or employee's view on matters relating to supervisor-employee or Board-Federation relationships, or personal problems will be discussed by an employee in the presence of a student in the performance of employee's duties and during school hours.

F. PERSONAL PROTECTION EQUIPMENT (NEW 7.1.2020)

The purpose of this section is to ensure protection from transmissible diseases for both students and workers. Disease mitigation guidance will be adopted as it is released from appropriate governing agencies. In the interim, it is the intent of both district and union apply best protective practices.

ARTICLE 7 BOARD RIGHTS

INTRODUCTION

The Board, on its own behalf and on the behalf of the district, hereby retain and reserve unto itself, without limitation, all power, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws and Constitution of the State of Michigan and of the United States, but without limiting the generality of the foregoing right.

The Board reserves the right to:

A. CONTROL

To executive management and administrative control of the school and its properties and facilities, and the activities of its employees.

B. HIRING

To hire all employees and subject to the provision of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer such employees.

To place employees on the salary/step schedule commensurate with their previous experience and education.

C. CONCLUSION

The exercise of the following powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and the practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specified and expressed terms of this agreement.

ARTICLE 8
WORK SCHEDULE

- A. The normal scheduled work week will be Monday through Friday.
- B. Time and one-half will be paid for all hours worked in excess of forty (40) hours in one work week.
- C. Overtime shall be divided equally among employees within each department. Advance notice of overtime will be given to the affected employee whenever possible.
- D. The Board agrees to work employees only within their own classification, unless otherwise mutually agreed by the affected employee, union and the supervisor.
- E. All overtime must be approved by the Superintendent or his or her designee before work commences.
- G. Students shall not be used to perform the jobs of bargaining unit members in order to reduce a current unit member's hours.

ARTICLE 9
EMPLOYEE LOAD AND ASSIGNMENTS

EMPLOYEES

- A. Non-certified employees will be notified in writing by mail and email of their tentative assignment ten days (10) prior to his or her first work day if practicable. A job description outlining the responsibilities of the position will be available to the employee within the first week of the job unless the position did not change from the previous year.
- B. Two adults or one adult with a communication device will be assigned to recess duty if more than 60 students are participating in recess.

ARTICLE 10
DRIVER VACANCIES, PROMOTIONS AND TRANSFERS

- A. A vacancy shall be defined as any bargaining unit position newly created or not currently filled. Whether a vacancy will be filled will be a decision made by the Board of Education. Any bargaining unit member may apply for a posted vacancy. The posting will include:
- | | |
|---------------------|-------------------------|
| 1. Type of work | 5. Hours to be worked |
| 2. Location of work | 6. Job description |
| 3. Starting date | 7. Minimum requirements |
| 4. Rate of pay | |
- B. Union leadership and all members that qualify for a vacancy will be notified of the opening. Interested employees may apply in writing to the superintendent or designee within the five (5) day posting period. The employees wishing to be notified of potential vacancies that may occur during the summer (June, July and August) should leave a written request with the administrative office prior to leaving for the summer.
- C. All vacancies for the position of Bus Driver will be filled on the basis of qualifications, with a preference given to existing employees. If all other aspects of qualifications are equal, seniority will be the determining factor.
- D. Employees transferred to a different classification or different position shall retain their same rate for a period of thirty (30) days as a trial period. Effective with the satisfactory completion of the trial period the employee shall be compensated at the rate for the new classification including the thirty (30) day trial period. An employee transferred involuntarily from their classification to another classification within the bargaining unit, shall be paid either their present rate or the rate of the position to which the employee is transferred, whichever is higher. All efforts will be made not to reduce the number of hours due to an involuntary transfer.
- E. TEMPORARY VACANCIES
1. Temporary vacancies will be posted if the vacancy is expected to extend beyond three (3) weeks. The posting will include:

1. Type of work	5. Hours to be worked
2. Location of work	6. Job description
3. Starting date	7. Minimum requirements
4. Rate of pay	8. Expected duration of the assignment
 2. Interested employees may apply in writing within five (5) working days of the date of posting.
 3. Vacancies shall be filled with the most qualified applicant. If all other aspects of qualifications are equal seniority will be the determining factor.

ARTICLE 11
FEDERATION MEMBERSHIP

- A. Membership in the Federation is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he/she receives equal benefits. The Federation is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regards to whether or not any employee is a member of the Federation. The terms of this agreement have been made for all employees in the bargaining unit but not only for members in the Federation, and this agreement has been executed by the Employer after it has satisfied itself that the Federation is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pays his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this agreement.

Any employee who is not a member of the Federation in good standing or who does not make application for membership with thirty (30) days from the date of commencement of duties, shall, as a condition of employment, pay as a Representative Benefit Fee, to the Federation, an equal amount to the dues of the Federation-

The Federation agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the collective agreement. The Federation further agrees to indemnify the Board for any cost or damages which may be assessed against the Board as a result of said suit or action, subject however, to the following conditions:

1. The damages have not resulted from negligence, misfeasance, or malfeasance of the Board or its agents.
 2. The Federation, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
 3. The Federation has the right to choose the legal counsel to defend any suit or action.
 4. The Federation shall have the right to compromise or settle any claim made against the Board under this section.
- B. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bond, charitable donations, or any other plans or programs jointly approved by the Federation and the Board.
- C. The Federation shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the employer or in reliance upon signed authorization cards or lists furnished to the employer by the Federation for the purpose of payroll deduction of dues

ARTICLE 12
LEAVE OF ABSENCE/HOLIDAYS/VACATIONS

- A. **SICK LEAVE (Secretary)**
Employees working the traditional school calendar will receive eight (8) sick days. Unused sick leave shall accumulate from year to year to a maximum of 80 days. Sick leave may be used for personal illness or illness of spouse, children, mother, father, parent of spouse, grandparents, if they are living in the immediate household of the employee. Five (5) sick days may be used for illness of spouse, child, mother, father, parent of spouse, grandparents not living in the immediate household of the employee. Upon deletion of accumulated sick leave, deduction for additional days missed shall begin immediately from that pay period. Secretary may trade two (2) sick days for one (1) personal day, up to four (4) sick days per year.
- B. **STATEMENT (All)**
The Board shall furnish each employee with a written statement on or near the beginning of each school year setting forth the total sick leave credit.
- C. **BEREAVEMENT LEAVE (Secretary)**
Up to five (5) days of accumulated sick leave, upon employee request, may be used for death in the immediate family. Immediate family is interpreted to mean: Father, mother, spouse, parent of spouse, brother, sister, child, stepchild, grandchild, grandparents.
- D. **PERSONAL LEAVE (Secretary)**
Up to three (3) days per year, non-accumulative, personal leave days shall be available to employees, but unused personal days will be added to employee's accumulated sick leave. Use of these days is to be approved by the employee's supervisor. Up to (4) days of sick time may be traded for up to (2) additional personal days on a 2:1 ratio.
- E. **ANNUAL LEAVE (Bus Drivers, Food Service, Aide)**
Employees working the traditional school calendar will receive eight (8) annual leave days. Unused annual leave shall be paid out at the end of the fiscal year. Accumulated sick days can be used with the approval of the Superintendent or paid out upon retirement as per Article 19.
- F. **JURY DUTY (all)**
Employees called to serve on juries shall be granted the difference in their daily rate of pay versus the amount to be paid by the court, excluding mileage and per diem allowance for food and lodging.
- G. **OTHER LEAVE (all)**
Other leaves may be requested for various time periods. All other leaves shall be unpaid leave. Unpaid leave is defined as the loss of all salary and benefits that are associated with the cost of any employee. When unpaid leave is requested for a period of 30 days or less, the Board will hold the job of the employee for this period of time. For unpaid leaves in excess of 30 days employees will have preference in hiring for new positions for which they qualify.

H. CHILDHOOD DISEASE LEAVE (all)

An employee who is absent because of mumps, scarlet fever, measles, chicken pox, pink eye, scabies or head lice shall not be charged with sick leave up to a limit of five (5) days when proof of such illness is shown by a doctor's statement.

I. FAMILY CARE(all)

1. Family care leave without pay is available to any bargaining unit member upon request. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board. The purpose of Family Care Leave shall be for caring for a newborn child, or a seriously ill child or a catastrophic or personal illness of self and/or a member in the immediate family.
2. In order to provide for continuity the member shall, if possible, provide the superintendent's office in writing at least thirty (30) days prior to the expected commencement date of leave so that necessary arrangements can be made to procure the member's replacement.
3. This leave may be renewed for one full year upon employees written request and approval of the Board. Written notice of intention to either return or resign shall be given to the Superintendent of Schools thirty days before the leave expires.
4. In the event of the death of the object of the members leave, the leave of absence may be terminated under the following conditions:
 - a. the original requested leave was for twelve (12) weeks or less,
 - b. any request for return within those twelve weeks requires a ten day notification period,
 - c. requests of more than twelve weeks shall be taken in their entirety

J. FEDERATION LEAVE(all)

At the beginning of every school year, the Federation will be credited with four (4) days to be used by employees who are officers or agents of the Federation. Up to four employees shall be paid one (1) day for Federation business, the use to be at the discretion of the Federation. The Federation agrees to notify the Superintendent no less than forty eight (48) hours in advance of taking such leave.

The Public School Employees Retirement Act of 1979 (Excerpt) Act 300 of 1980 contains law in reference to the sabbatical leave of employees who are out of the district for association days. Section 71(6) of this act states that *“the reporting unit shall be reimbursed those sums paid to the retirement board pursuant to subsection (5) by the member or the public school employee organization on a current basis.”*

K. PAID HOLIDAYS

Non-certified employees annually working 240 or more days will have the following paid holidays: The first day of January, commonly called New Years Day; the thirtieth day of May, commonly called Memorial Day; the fourth of July, commonly called Independence Day; the first Monday in September, commonly called Labor Day; the fourth Thursday in November, commonly called Thanksgiving and the 25th day of December, commonly called Christmas.

Additionally, one-half prior to the 4th of July, Christmas and New Years Day will be considered paid Holidays. If any of the above designated holidays should fall on a Saturday or Sunday, the Monday following shall be deemed to be a public holiday and non-certified personnel shall not be required to work except as necessary to the proper operation and maintenance of the school plant. Should it become necessary for the proper operation and maintenance of the school plant, to the work on the above specified days, custodial personnel shall be paid at an overtime rate.

Those employees working less than 240 days shall receive five (5) paid holidays. These days shall be: Labor Day, Thanksgiving, Christmas Day, New Years Day, and Memorial Day.

ARTICLE 13
SEVERABILITY

If any provision of this agreement or any application of the agreement to any employee shall be found contrary to law, then such provision of application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. Furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this agreement and govern the relation of the parties thereunder.

ARTICLE 14
GRIEVANCE PROCEDURE

A. GRIEVANCE-DEFINITION

A grievance shall be reduced to a written statement of the alleged violation of a provision of this agreement. The grievance shall be signed by the aggrieved employee(s). It shall contain a statement of facts upon which the grievance is based with reference to the article and section of the agreement which have been allegedly violated, corresponding date and shall state the relief requested.

B. ORAL DISCUSSION OF GRIEVANCE

An employee or employees with a grievance shall first discuss the matter with the supervisor, with the objective of solving the matter informally. The employee(s), may be accompanied by a Federation representative. Such resolution shall be reported by the supervisor to the Superintendent.

C. WRITTEN PRESENTATION OF GRIEVANCE

If the grievance is not resolved at the supervisor's level, the aggrieved employee(s) shall file a written grievance with the Superintendent.

D. FILING

If the aggrieved employee or employees do not file grievance in writing with the supervisor or the superintendent within (10) ten days after the occurrence of the alleged violation then the grievance shall be considered waived.

E. SUPERINTENDENT'S CONSIDERATION

Within five school days of receipt of written grievance the Superintendent shall meet with the representative of the Federation and the aggrieved employee(s) in an effort to resolve the grievance. The Superintendent shall within two working days after completion of said meeting or meetings make a written response to the Federation and the aggrieved employee(s). If mutually resolved the grievance shall cease. If not mutually resolved, within two weeks the Superintendent shall notify the Board in writing of the grievance.

F. BOARD OF EDUCATION

The Board shall, upon notice of the grievance, and the Superintendent's written response, place the grievance on the next regular school board agenda to consider action. If resolution is not reached by the Board at that meeting, the grievance may be submitted within ten working days to the American Arbitration Association, in accord with the rules which shall likewise govern the arbitration ruling.

G. ARBITRATOR POWER

The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. Both parties shall agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

H. COST

The cost of any arbitrator under this article shall be paid by the party that loses the arbitration judgment. All other costs involved shall be paid by the party incurring such costs.

I. EXCLUSIONS

The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

1. The termination of service or failure to re-employ any probationary employee.
2. Days canceled or rescheduled due to inclement weather or other school closings on regularly scheduled dates.

ARTICLE 15
PROTECTION OF EMPLOYEES

A. DISCIPLINE OF STUDENTS

The Board recognizes its responsibility to give reasonable support and assistance to employees with respect to the maintenance of control and discipline of students of in the workplace.

B. COMPLAINTS

Any complaint directed toward any employee shall be promptly called to the attention of the employee by the Superintendent.

ARTICLE 16
TRANSPORTATION PROVISIONS

SECTION I - DRIVERS

- A. Drivers are defined as those persons, employed by the Board of Education, driving busses on a regular basis

SECTION II - REQUIREMENTS

- A. Bus Drivers shall meet all requirements of the laws of the State of Michigan and applicable rules and regulations of the Board of Education. It is the responsibility of the drivers to maintain a current driving certificate with the State of Michigan.
- B. The Board shall pay the cost for the drivers to keep their certification current, i.e., physicals, mileage to and from bus driver's school, and the hourly extra trip rate while in school.
- C. If a driver fails either the drug screening portion of their mandatory tests they will automatically be placed on unpaid leave from bus driving until such time they can show evidence of a clean drug test. The cost of the second test will be the responsibility of the driver. Should the second test, or any subsequent test prove positive, the driver will immediately be terminated from employment from the Les Cheneaux Community Schools. If a driver fails an alcohol screening (0.04) the driver will be immediately terminated, unless an immediate follow up blood test proves a false positive.

SECTION III- ROUTES

- A. Regular routes shall be those routes necessary to transport the students of the district, or other districts by contractual arrangements, to and from home to a place for regular instruction.
- B. An additional 45 minutes per day will be added for service and ready time. Drivers are expected to check in at the office for bus notes 20 minutes prior to dismissal.
- C. Routes shall be determined as accurately as possible (2) two weeks prior to the beginning of the school year. Available routes shall be offered to drivers in order of seniority. A meeting with all regular drivers shall be held at least (2) two weeks prior to the beginning of the school year to select routes and to go through any procedural changes established by the administration pertaining to all regular runs.
- D. Bus drivers will arrange for their own substitutes only in emergency situations in the morning when they are unable to drive. A list of substitute drivers will be provided to the regular drivers. All other substitute drivers will be arranged through the Superintendent's office

SECTION IV- ADDITIONAL OR EXTENDED TRIPS

- A. On trips other than to and from school, bus drivers are generally not to be considered chaperons. However, the bus driver should remain at the trip destination unless the driver leaves to get gas or to run an errand on behalf of the teacher or group transported. The driver must receive the permission of the person in charge and inform him or her of his or her destination and/or when and where they could be reached if necessary.
- B. Prior to the start of the school year, drivers who have a regular route will have the opportunity to choose a sport for the upcoming year. Drivers will choose in order of seniority, until all sports have been spoken for, or until no driver wants an additional sport. Any sport with no driver assigned will be offered, by event, to each driver by seniority. Football, both JV and Varsity, will be considered one sport.
 - a. If arrangements for a substitute driver for a regular run can't be made, the regular bus run may take precedence with the regular driver being assigned to their regular run
- C. All additional trips or extended trips shall be offered on a rotation basis in order of seniority. In the event that no regularly employed driver accepts any given trip the Superintendent shall secure a substitute driver. In the event that no substitute can be found the superintendent shall have the right to assign the trip to a regular driver, provided that, in the sole opinion of the driver, the assigned trip can be performed safely. Said driver shall be compensated at the amount equal to their regular route if it is necessary to pull a regular driver off a regular route.
- D. Drivers shall be compensated at the amount equal to their regular rate for the time the extra trip coincides with the regular route's time, additional time converts to the extra route rate.
- E. Compensation for all extended trips shall be established by the superintendent prior to offering a trip. Participating organizations shall be required to pay for all living expenses (meals and rooms) incurred by the driver(s). Drivers are expected to be assigned rooms in the same complex as students and chaperones. When possible an itinerary will be made available to the driver when offering the trip.
- F. Layover is defined as the time a driver is expected to have the bus ready for boarding at the beginning of a trip to the time the bus is returned to the parking lot at the conclusion of a trip, minus any driving time and minus 8 hours per day of sleep time. (Sleep time refers only to overnight trip.
- G. 20 minutes will be the standard amount of time compensated for pre-trip preparation and loading of special trips – such as field trips and athletic trips.

ARTICLE 17
EMPLOYEE EVALUATION

- A. Each employee shall be evaluated annually. Each probationary employee will be evaluated at least once during his/her probationary period. The probationary period will be a minimum of 90 working days. (Extended by days absent)

- B. All evaluations must be discussed through a personal interview with the employee and their supervisor within five (5) days of evaluation and shall bear the signatures of the evaluator and the employee. An employee's signature on the evaluation will not constitute approval of the evaluation, but indicate the employee is familiar with it. If the employee does not agree with the evaluation, he may attach a written response to the evaluation. All evaluations will be submitted to the Superintendent after the evaluation is completed.

- C. A copy of the written evaluation is to be made available to the employee at least one (1) day prior to their personal interview with their supervisor.

ARTICLE 18
REDUCTION IN PERSONNEL
LAYOFF AND RECALL PROCEDURE

- A. The word "LAYOFF" means a reduction in the work force or that a person is not physically capable of doing the work that is scheduled for a particular period of time.
- B. Upon determination by the Employer that a "layoff" is necessary, the Employer shall meet with the Federation President, or designee, at least twenty (20) days prior to the effective date of layoff, except in case of emergencies, then the limit shall be waived. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, and job titles.
- C. Employees to be laid off will be given notice of the layoff as soon as a decision is made by the administration regarding layoff.
- D. If the district deems a layoff is necessary, employees shall be laid off by Classification as follows:
 - 1. Probationary Employees
 - 2. Employees with the least seniority
- E. Seniority is defined as the length of service any employee has with the district. A seniority list shall be published by September 30th of each year.
- F. In the event of recall to any job classification, laid off employees shall be recalled in inverse order of layoff. Notice of recall will be sent to the employee's last known address by registered mail, and as well, furnished to the Federation President.
- G. A laid off employee will be given priority consideration on the substitute list. Laid off employees may continue the insurance benefits subject to the terms and conditions of the insurance carrier at their own expense.
- H. In the event of a reduction in the work hours in a department, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater departmental seniority than the employee he/she seeks to replace. In no case shall a reduction of any employee's work hours take effect until the employer gives ten (10) work days written notice o the affected employee(s), provided job assignments can be covered.

ARTICLE 19
TERMINAL LEAVE

- A. Upon retirement under the Michigan Public School Employees Retirement System all non-certified employees will receive thirty (\$30/day) for each day of unused sick leave, up to a maximum of 80 days.

- B. Upon retirement under the MPSERS all non-certified employees shall receive \$50 for each year of service to the district up to a maximum of thirty years.

ARTICLE 20
DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2020 and be in effect through June 30, 2022. The parties agree that all negotiable items have been discussed during negotiations leading to this agreement. Therefore, they further agree that negotiations will not be reopened on any item, whether or not contained herein or whether discussed at any time during negotiations, during the life of this agreement, unless mutually agreed upon by both parties.

This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated above.

For: Les Cheneaux Federation of Support Staff:

For: Les Cheneaux Community Schools Board of Education:

