

6/30/90

AGREEMENT BETWEEN THE NEW LOTHROP
BOARD OF EDUCATION
AND
NON-TEACHING PERSONNEL ASSOCIATION

1987 - 1990

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

New Lothrop Area Public Schools

1987 - 1990

AGREEMENT BETWEEN THE NEW LOTHROP BOARD OF EDUCATION
AND THE NEW LOTHROP PUBLIC SCHOOLS NON-TEACHING PERSONNEL ASSOCIATION

PREAMBLE

Whereas the Board and the Non-Teaching Personnel Association recognize and declare that quality service, sanitation, and safety are necessary to provide a quality education for the children of the School District of New Lothrop, which is their mutual aim, and whereas, it is the intent and purpose of the parties hereto that this Agreement should promote and insure a spirit of confidence and cooperation between the Board and its employees, establish rates of pay, hours of work, and terms and conditions of employment.

ARTICLE I

RECOGNITION

The Board hereby recognizes the Non-Teaching Personnel Association as the bargaining representative for all employees in the following departments who work four (4) hours or more per day on a regular basis: Custodians/Maintenance, Food Service employees, Office Clerical employees, and Aides; but excluding Supervisors, Central Office personnel, and all others.

ARTICLE II

GRIEVANCE PROCEDURE

A grievance shall be defined as a claim by one (1) or more employees in the unit of the improper application or interpretation of a specific provision of this Agreement. Any grievance reaching a written stage must specify the provision of the Agreement which was allegedly violated, the circumstances surrounding the violation, and the remedy being sought. The term "days", when used in this paragraph, shall mean working days.

A. - Purpose. The purpose of the grievance procedure shall be to settle equitable, at the lowest possible level, issues which may arise from time to time with respect to claims of improper application or interpretation of the terms of this Agreement.

B. Nothing herein contained shall be construed to prevent any non-teaching personnel employee from presenting the grievance and having the grievance adjusted.

C. The number of days indicated at each level below should be considered as maximum, and every effort should be made to expedite the process. Time limits may be extended by mutual written consent by authorized representatives of either party.

Grievance Procedure Continued

D. - Level One. Any employee having a grievance must first take the grievance up with his/her immediate supervisor. At the request of the employee, the supervisor will arrange to have the representative sit in with the employee on grievance matters. This meeting will take place when there is no disruption of normal work duties. In the event the grievance is not settled, the grievance shall be reduced to writing with a copy for the supervisor and a copy for the representative. Formal grievance must be filed within five (5) days after the occurrence of the events giving rise to the grievance. Otherwise a grievance will not be recognized. The supervisor, the aggrieved employee and at the option of the employee, also the employee representative, shall meet within five (5) days immediately following the signing of the grievance and attempt to adjust the grievance. The supervisor will have five (5) days in which to answer the written grievance in writing.

Level Two. If the grievance is not settled at Level One, the employee and at the employee's option, also the representative, may appeal the claim to the Superintendent. The appeal must be received by the Superintendent within five (5) days of when the Supervisor rendered his/her answer. Within five (5) days of the receipt of the appeal, the Superintendent or his/her representative will arrange for meeting with the employee and at the employee's option, the employee representative. After hearing the grievance, the Superintendent or his/her representative shall have five (5) days in which to render his/her decision.

Level Three. If the grievance is not settled at Level Two, the employee, along with the employee's representative, may appeal the claim to the Board. This appeal must be received in the Superintendent's Office within five (5) days after receipt of the answer in Level Two. The appeal shall be heard by the Board or its representative on a mutually convenient date. Within five (5) days after the appeal is heard, the Board or its representative shall answer the grievance, and this answer shall be final and binding.

E. In the event the Association fails to appeal a grievance in a timely fashion, the grievance shall be considered on the basis of the employer's last answer. In the event that the employer fails to give an answer within the prescribed time limits, the grievance will automatically be sent to the next step.

ARTICLE III

SENIORITY

New hires will serve a ninety (90) work day probationary period from date of hire in a permanent position. Seniority shall be defined as the length of continuous service in any job in the bargaining unit within the New Lothrop Area Public Schools. Seniority will accrue to an employee according to the years of service from the date he/she is hired for a permanent position, irrespective of the number of hours worked in a year.

Seniority Continued

The purpose of seniority is to determine the right of an employee to bid for any job opening within his/her classification and within the department for which he/she may be qualified.

Types of Seniority. Classification seniority is the length of continuous service within a classification in the bargaining unit. Department seniority is the length of service in a department in the bargaining unit in the New Lothrop Public Schools regardless of the classification in which served. All employees shall lose classification and department seniority due to the occurrence of any of the following:

- (a) Voluntary quit or failure to return from a leave of absence.
- (b) Discharge for just cause.
- (c) Retirement.
- (d) Acceptance of a position with the employer but outside this bargaining unit for more than one (1) calendar year.
- (e) Failure to report within three (3) working days of receipt of notice to report.
- (f) Layoff exceeding twenty-four (24) months.
- (g) Absent for three (3) working days without notifying the employer.

Layoff and Recall. When an employee within any department is to be laid off, the employee with the least department seniority shall be laid off first as long as the person with greater seniority is able to do the job. In the event of a departmental recall, employees having the most department seniority will be recalled first depending upon their ability to do the job available.

ARTICLE IV

UNPAID LEAVES OF ABSENCE

A. Any employee who has exhausted his/her sick leave allocation may apply for and may be granted unpaid leave of absence and without fringe benefits of any kind for up to six (6) months.

B. Any employee with more than one (1) year of seniority may request a leave of absence from the Superintendent.

C. An employee with more than one (1) year of service returning from a leave shall be returned to his/her former job if the leave is for thirteen (13) weeks or less. An employee with two (2) years of service will be returned to their position if they return in twenty-six (26) weeks or less. An employee with three (3) years of service will be returned to their former job if the leave is for thirty-nine (39) weeks or less. An employee with four (4) or more years of service will be returned to their former position if their leave is for fifty-two (52) weeks or less. Any employee not meeting the above qualifications shall be returned to the first available position within his/her department. Available position shall be defined as a vacancy. Employees are required to provide the Board of Education with at least two (2) weeks notification of their intended date of return.

Unpaid Leave of Absence Continued

D. Military Leave shall be according to the Universal Military Training Act.

E. Child Care Leave. Any employee may request a leave of absence of up to twelve (12) months for child care leave.

F. If any employee fails to report to his/her Building Principal and/or Supervisor that he/she is ill and will not report to work, said employee will forfeit his/her sick leave pay for such days not reported.

ARTICLE V

PAID LEAVES OF ABSENCE

A. At the beginning of each school year, each employee shall receive all of his/her sick leave or personal days for that school year as indicated in the individual classifications. Sick leave days are to be used for the employee's absences caused by illness, injury or accident. The unused portion of such allowance shall accumulate to the extent permitted by each classification.

B. Personal Days. All seniority employees shall be allowed three (3) of their allocated sick days for the use of personal business days. These days are intended to be used for those things of importance which cannot normally be handled outside school hours. The date and the reason are both subject to the approval of the Supervisor. These days may not be used for social, recreational or athletic type events or activities nor may these days be used at the beginning or end of a holiday recess or vacation period in the school's calendar. Three (3) days advance notice is required except in the case of an emergency.

C. Sick Bank. The Board will create at the beginning of each school year (July 1) a sick leave bank of one (1) day per non-teaching employee. The days in the bank are not cumulative. Only non-teaching personnel who have exhausted all of their cumulative sick leave due to illness will be eligible to borrow days from this bank. A person's eligibility for this benefit, the number of days to be drawn, and the reason for request shall be governed by a committee of four (4) persons, two (2) administrators and two (2) non-teaching personnel.

- (1) Requests must be in writing and state circumstances on which request is made.
- (2) Doctor statement may be required.
- (3) Each request will be considered individually.
- (4) Sick bank days may be required to be paid back in proceeding years. Each case will be judged upon its individual merits. In the event repayment of sick bank days is required, the payroll clerk will deduct four (4) days per year from the person's sick days, allotted by the Board, until such time as sick days borrowed are repaid.

Sick Bank Continued

- (5) In the event a person leaves the New Lothrop School District (for reasons other than disability) and still owes sick bank days, these days will be deducted from the last pay check or will be open for collection by the Board of Education.
- (6) Majority of committee is needed for sick bank days to be granted.
- (7) Conditions upon which sick bank days are granted must be signed by members of the committee and the employee receiving sick bank days. A copy will be kept in the sick bank file by the Superintendent's Office.
- (8) Additional guidelines may be established as determined necessary by the committee.
- (9) In the event that a committee member requests sick bank days, the alternate will take his/her place on the committee with full voting privileges.

D. Jury Duty. An employee who is summoned and reports for jury duty as prescribed by law shall be paid by the Board an amount equal to the difference between the amount of wages the employee would otherwise have earned by working during straight-time hours for the Board on that day and the daily jury fees paid or ordered paid by the court, (not including travel allowance or reimbursement of expenses) for each day on which he reports or performs jury duty on which he/she would otherwise have been scheduled to work for the Board.

E. Death in the Family. In the event of the death of a member of the employee's immediate family, an employee will be allowed up to three (3) days not deducted from sick leave for attendance at the funeral. Immediate family shall be defined as: spouse, children of the employee, and employee's mother and father. The employee shall be allowed three (3) days in the event of the death of the employee's or spouse's brother or sister, spouse's parent, and the employee's son-in-law or daughter-in-law, grandparent of the employee, or grandchildren of the employee, two days (1987-88), one day (1988-89), no days (1989-90) of which will be charged against sick leave.

ARTICLE VI

OVERTIME

A. Overtime pay will be computed for all employees for hours worked in excess of forty (40) hours in any one (1) week period as follows:

1. Any employee required to work on Sunday or holidays will be paid double-time for the hours worked. (Checking boilers on Sunday is excluded from the double-time provision.) Any employee whose regularly assigned work week includes Sunday work will not be paid at the double time rate.
2. All other time shall be paid at the rate of one and one-half (1.5) time the employee's hourly rate.

ARTICLE VII

MISCELLANEOUS

- A. Hours of work shall be determined by the employer.
- B. Discipline shall only be for just cause.
- C. Act of God Days - Both parties recognize that if the New Lothrop Area Public Schools cannot meet the required minimum number of days of student instruction for purposes of complying with State Law, Administrative Rule, or for receipt of full State Aid, then the Board will add necessary days. To assist in the compliance of this, it is agreed that:
 - 1. Employees will be paid for actual student attendance days worked.
 - 2. Employees will receive regular pay for rescheduled days.
 - 3. Qualified employees will be paid regular wages for such days not required to be rescheduled for this purpose, as part of the second pay in June following the close of the school year.

ARTICLE VIII

STEP CHANGES

All step changes after the probationary period shall be effective the first full pay period after the employee's anniversary date.

SECRETARIES

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
First 90 days	\$ 6.22	\$ 6.43	Open
91st day through end of 4th year	7.90	8.17	Open
Five years plus	9.56	9.89	Open

1. Secretaries will receive pay for "Act of God" days per Article VII, C.
2. Secretaries will be given ten sick days per year with an accumulation to 90. At the end of each school year, any Secretary who has not used her allotted 10 days and has accumulated to 90 days will receive \$10.00 for each unused day.
3. Upon retirement or resignation from the school system, Secretaries will be paid ten (\$10.00) dollars for each unused sick day accumulated for up to a maximum of 45 days.
4. Secretaries will receive pay for 7 holidays as follows: Labor Day, Thanksgiving Day and the Friday after, Christmas Day, New Year's Day, Good Friday, and Memorial Day.
5. Secretaries to receive individual L.T.D., medical insurance and 50% cost of dental insurance (if requested and coverage is unavailable through other sources) on an annual (12 month) basis.

TEACHER AIDES

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
First 90 days	\$ 5.16	\$ 5.34	Open
91st day through 4th year	5.86	6.06	Open
Five years plus	6.33	6.56	Open

1. Aides will receive pay for "Act of God" days per Article VII, C.
2. Aides will be given eight (8) sick days per year with an accumulation to 60.
3. Upon retirement or resignation from the school system, Aides will be paid ten (\$10.00) dollars for each unused sick day accumulated for up to a maximum of 45 days.
4. Receive pay for Good Friday, Memorial Day and Thanksgiving Day and 1/2 day pay for Friday following Thanksgiving (1987, 1988), full pay for Friday after Thanksgiving (1989).
5. The library aide will receive 10¢ an hour above the rate of other aides.

CAFETERIA

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
First 90 days	\$ 5.16	\$ 5.34	Open
91st day through 4th year	5.86	6.06	Open
Five years plus	6.33	6.56	Open

1. Cooks will receive pay for "Act of God" days, per Article VII, C.
2. Cooks will be given eight (8) sick days per year with an accumulation to 60.
3. Upon retirement or resignation from the school system, Cooks will be paid ten (\$10.00) dollars for each unused sick day accumulated for up to a maximum of 45 days.
4. The Assistant Manager shall receive 20 cents an hour above the rate of Cook.
5. Banquet pay shall be \$25.00. When working other than Banquet and on week-ends the Cooks will be paid their hourly wages.
6. When the Assistant Manager functions as the Manager for six (6) or more consecutive days, beginning with the sixth consecutive day the Assistant Manager shall receive 35 cents more per hour than the regular Assistant Manager rate.
7. Cafeteria workers to receive pay for Good Friday, Memorial Day, Thanksgiving Day and 1/2 pay for Friday after Thanksgiving (1987, 1988), full pay for Friday after Thanksgiving (1989).

CUSTODIANS

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
First 90 days	\$ 5.95	\$ 6.15	Open
91st day through end of 4th year	7.41	7.66	Open
Five years plus	8.92	9.22	Open

1. Pay for "Act of God" days subject to Article VII, C. and the following conditions:

If school is closed after it is in session, Custodians must report for work. They may be dismissed early if storm is continuing and school events cancelled.

If school is closed before it is in session, Custodians need not report unless requested to by the Head Custodian. If the employee still cannot get in, they shall receive a day's pay.

"Act of God" day time worked shall be taken off at a later date, which is approved by the Supervisor. If you are on vacation and this occurs you receive an additional vacation day.

2. Custodians will be given 12 sick days per year with an accumulation to 90.
3. Upon retirement or resignation from the school system, Custodians will be paid ten (\$10.00) dollars for each unused sick day accumulated for up to a maximum of 45 days.
4. Paid Holidays: 4th of July, Labor Day, Thanksgiving Day and Friday after, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day. (When Christmas Eve, Christmas, New Year's Eve and New Year's Day falls on a weekend or Monday, a total of two (2) paid days will be scheduled for Christmas and Christmas Eve and two (2) paid days will be scheduled for New Year's and New Year's Eve to be designated by the Administration.)
5. Vacation: *2 weeks vacation - 1-5 years
 3 weeks vacation - 6-20 years
 4 weeks vacation - after 20 years

*Employee must have worked one full year by June 30th to be eligible for two weeks vacation. Vacation days shall be approved by the Head Custodian and Superintendent.

Vacation and sick leave pay will be based on the number of hours worked per day through the regular school year.

Custodians Continued

6. Hospitalization:

*Full-time employees only - MESSA Super Med II paid in full by the Board for those requesting it.

*Full-time employees - 40 hours per week or more
Part-time employees - Less than 40 hours per week

7. Full time custodians (40 hours/week) to receive life insurance (\$20,000) and L.T.D.
8. All sick leave will be allowed beginning as of July 1.
9. When a custodian functions as the Supervisor for six (6) or more consecutive days, beginning with the sixth consecutive day the custodian shall receive 35 cents more per hour than the regular custodians rate.
10. Custodians will be given twelve sick days per year with an accumulation to 90. At the end of each school year, any custodian who has not used his/her allotted 12 days and has accumulated to 90 days will receive \$10.00 for each unused day.

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1987 and shall continue in effect for three (3) years until the 30th day of June, 1990.

In witness thereof, the parties hereto have caused this agreement to be executed by their duly authorized representatives on the thirteenth day July, 1987.

NEW LOTHROP NON-TEACHERS ASSOC.

BY *Blair L. Hendick*
CAFETERIA REPRESENTATIVE

Jay F. Wendling
CUSTODIAL REPRESENTATIVE

Agueda A. Dawa
SECRETARIES REPRESENTATIVE

Ellen Sharpe
TEACHER AIDES REPRESENTATIVE

NEW LOTHROP BOARD OF EDUCATION

BY *Leslie B. Warren*
PRESIDENT

Thomas E. Soria
SECRETARY

Craig A. Younkman
CHAIRMAN, NEGOTIATING COM.

