

6-30-73

East Lansing

AGREEMENT

between

BOARD OF EDUCATION OF THE SCHOOL DISTRICT

of the

CITY OF EAST LANSING

and

THE EAST LANSING CHAPTER OF LOCAL 1390

affiliated with the

INTERNATIONAL UNION OF THE AMERICAN FEDERATION

of

STATE, COUNTY, AND MUNICIPAL EMPLOYEES

and

COUNCIL 55

AFL-CIO

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

JULY 1, 1972

*East Lansing Public Schools
509 Burcham Drive
East Lansing, Michigan 48823*

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AGREEMENT

This Agreement entered into on this 1st day of July 1972 between the Board of Education of the School District of the City of East Lansing (hereinafter referred to as the "EMPLOYER") and the East Lansing Chapter of Local 1390 affiliated with the International Union of the American Federation of State, County, and Municipal Employees, and Council 55 (hereinafter referred to as the "UNION").

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

The parties recognize that the basic purpose of the School District is the education of its youth and that all employees are obligated to work to help provide a quality program with clean, safe, and functional facilities.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees and all citizens.

1. RECOGNITION: Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the Employer included in the bargaining units described below.

All Head Custodians, Custodians, Maintenance, Pool Operators, Matrons, Laundry, Stockroom Personnel and Cafeteria Employees, excluding all others providing that said employees work more than twelve (12) hours per week on a continuing basis in excess of six months per year.

2. AID TO OTHER UNIONS:

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization.

3. MAINTENANCE OF MEMBERSHIP: Union Security

Employees in the bargaining unit who are now members of the

Union or voluntarily become members of the Union shall be required as a condition of continued employment to continue their membership for the duration of this Agreement.

(A) Accordingly, each employee in the bargaining unit shall pay his own way and assume his share of the obligation along with the grant of equal benefits contained in this Agreement.

(B) The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

(C) In accordance with the policy set forth under subparagraphs (A) and (B) of this Section, all employees shall as a condition of continued employment pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present employees, such payments shall commence thirty-one days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

(D) Present employees who are members of the Local Union on the effective date of this Agreement and others who may subsequently join the bargaining unit and become members of the Union shall remain members of the Local Union in good standing as a condition of continued employment.

4. UNION DUES AND INITIATION FEES:

(A) Payment by Check-off

Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-off of Dues form.

Check-off Forms: During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of Local Union 1390, from the second pay of each month of each employee who executes or has executed the following Authorization for Check-off of Dues form:

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

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee, assessments and, once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of Local 1390.

By _____
(Print Last Name) (First Name) (Middle Name)

To _____
(Employer) (Department)

Signed _____

Date to Start Deduction _____
Address _____

(B) When Deductions Begin

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

(C) Remittance of Dues to Financial Officer

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues have been deducted as soon as possible after the 15th day of the following month.

(D) Termination of Check-off

An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

(E) Disputes Concerning Membership

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Chapter, and if not resolved may be decided at the second step of the grievance procedure.

5. UNION REPRESENTATION:

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

Therefore, the Chapter will appoint one regular Steward for each 20 employees registered within the unit or fraction thereof to represent the employees of the bargaining unit. In the absence of the regular Steward an alternate may be appointed by the Chairman of the Chapter. A Steward may, without loss of time or pay, investigate, resolve, and process grievances provided that he gives prior notice of his leaving his assigned job to his supervisor and that a time limit of 100 hours per year not be exceeded for this purpose. Additional time may be granted by the Director of Personnel Services upon request.

6. SPECIAL CONFERENCES:

(A) Special conferences for important matters shall be arranged between the Local Union Chairman and the Employer or the designated representatives, upon request of either party. Such meetings shall be between at least two representatives of the Employer and at least two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters to be taken up in special conferences shall be confined to those included in the agenda. A written statement of any agreements or decisions resulting from the conference shall be prepared and signed by a representative of both parties.

Whenever possible, conferences shall be held at such times and at such places as shall be mutually agreed upon in advance. If conferences are called by the Employer, the members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

(B) The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

7. COMPUTATION OF BACK WAGES:

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned in normal working hours.

8. PAYMENT OF BACK PAY CLAIMS:

If the employer fails to give an employee pay to which he was entitled, and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such pay, the Employer will reimburse him for the earnings he lost through such failure.

9. DISCHARGE AND DISCIPLINE:

The right to discharge or discipline employees shall remain in the sole discretion of the Employer, but no discharge or discipline shall be made without just cause.

(A) Notice of discharge or discipline. The Employer agrees, promptly upon the discharge or discipline of an employee, to notify in writing the steward in the district and the employee of the discharge or discipline.

(B) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward of the district and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the steward.

(C) Appeal of discharge or discipline. Should the discharged or disciplined employee or the steward consider the discharge or discipline to be improper, a complaint shall be presented in writing through the steward to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its written answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

(D) Use of past record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously nor impose discipline on an employee for falsification of his employment application after a period of two (2) years from his date of hire.

10. SENIORITY:

(A) The term "regular employees" refers to those employees who have been appointed to Custodial, Maintenance, and Cafeteria positions after having served a probationary period of ninety (90) calendar days accumulated within a period of not more than one hundred twenty (120) calendar days. When an employee finishes the probationary period, by accumulating ninety (90) calendar days of employment within not more than one hundred twenty (120) calendar days, he shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) days prior to the day he completes the probationary period. There shall be no seniority among probationary employees. Employees hired during the period June 15 through August 1 of any year will retain probationary status through a minimum of thirty (30) days while school is in regular session.

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

(1) Seniority shall be on a district-wide basis, in accordance with the employee's seniority date.

(2) Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

(3) The seniority list will show the name and classification and seniority date of all employees of the unit entitled to seniority.

(4) The Employer will keep the seniority list up-to-date and will provide the Unit Secretary, at his request, with an up-to-date copy every six months.

The Unit Secretary shall be kept up-to-date between revisions of the seniority list by receiving written notifications on all new hires, promotions, demotions, discharges, transfers and quits.

(5) An employee shall lose his seniority for the following reasons:

(a) He quits.

(b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) He is absent for five (5) consecutive working days without notifying the immediate supervisor; in proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last-known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

(d) If he does not return to work when recalled from layoff as set forth in the recall procedure; in proper cases, exceptions shall be made.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

(f) He retires.

11. SHIFT PREFERENCE:

(A) When two or more employees work within the same job classification and building, and their work involves more than one shift, and if there is an opening, the employee having the most seniority shall be granted the shift of his choice.

(B) Having made this choice, such employee shall remain on his chosen shift until another opening exists within his classification.

12. LAYOFF:

(A) The word "layoff" means a reduction in the working force due to a decrease of work or operating funds.

(B) If it becomes necessary for a layoff, the following procedure will be used. Part-time and probationary employees will be laid off first; in proper cases, exceptions will be made. Full-time employees will be laid off according to seniority and ability to perform the work; in proper cases, exceptions may be made. Disposition of these cases will be a proper matter for a Special Conference and if not resolved it shall then be subject to the grievance procedure beginning at the second step. If an employee feels that he has been laid off without proper regard to seniority and ability to perform the work, he may file a grievance.

(C) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Unit Chairman will receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

(D) Stewards shall in the event of a layoff of any type be continued at work as long as there is a job in their department which they can perform and shall be recalled to work in the event of a layoff on the first open job in their department which they can perform.

(E) The Chairman and Recording Secretary of the Unit shall, in the event of a layoff, be continued at work provided they can perform any of the work available.

(F) It is understood that during the summer months and other times of the year when school is not in session and cafeteria employees are not working, that this does not constitute a layoff as defined in this section, but if a cafeteria employee wants to work, they shall make a request to the Employer.

13. RECALL PROCEDURE:

When the working force is increased after a layoff, employees will be recalled on the basis of their seniority and ability to perform the work. Notice of recall shall be sent to the employee at his last known address by registered mail or certified mail. If an employee fails to report his intention to return to work within five (5) days from date of mailing of notice of recall he shall be considered a quit.

14. TRANSFER IN AND OUT OF BARGAINING UNIT:

If an employee is transferred to a position under the Employer not included in the bargaining unit and is thereafter transferred into an open position within the unit or transfers to an open position, he shall retain all rights accrued for the purpose of any benefits provided in this agreement including seniority.

15. JOB POSTING AND BIDDING PROCEDURES

(A) All vacancies and/or newly-created positions within the bargaining unit shall be posted within ten (10) days of the date of their occurrence and filled on the basis of seniority and ability to perform the job. Notice of vacancies or newly-created positions shall be posted on each union bulletin board for five (5) working days. Prior to filling such vacancy or newly-created position, employees interested in applying for the position shall apply within the five (5) working days' posting period.

The senior employee applying for the position who meets the required qualifications for the position as provided in the job description shall be given adequate instructions and granted up to a four (4) week trial period to determine:

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

(B) All vacancies or newly-created positions shall be awarded or denied within ten (10) calendar days from the end of the posting period. In the event the senior employee(s) is denied the position, reasons for denial shall be given in writing to said employee(s).

If the senior employee(s) disagrees with the reasons for denial, it may become a proper subject for the second step of the grievance procedure.

(C) The Employer shall furnish the Chapter Chairman with a copy of each job posting, a written list of each applicant who applied for the position, and indicate on the list to whom the position was awarded.

(D) During the four (4) week trial period the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

(E) If a position becomes vacated during the trial period because the employee chose to revert back to his former classification, or he is returned by the Employer to his former classification, the job shall be awarded to one of the other applicants, provided they meet the requirements. In the event there are no qualified applicants or no one chooses to apply for the position, the job shall be filled by the Employer from the outside.

(F) During the trial period employees will receive the rate of the job that they are performing.

(G) Once an employee has successfully transferred to a new position, he shall be ineligible to apply for six (6) months unless mutually agreed.

16. VETERANS:

Any regular employee of the Unit who leaves his position to serve in any branch of the Armed Services of the United States shall have any and all benefits and rights of the provisions of Act 145 of the Public Acts of 1943, as amended, Universal Military Training and Service Act, 50 APP. U.S.C.A., Sec. 459 as amended, and any other Federal or State law which would govern or have any application to the re-employment rights of any employee who has left or leaves to serve in any branch of the Armed Services of the United States.

If an employee of the Unit is inducted into the Armed Forces the period of the original induction shall be included in the computation of longevity and seniority if applicable provided that the employee can meet employment reinstatement requirements and applies for reinstatement in his former position or one comparable within 90 days after honorable discharge. In cases of re-enlistment, this Article shall not apply.

Regular full-time employees who are members, with active status, of an Armed Forces Reserve Unit shall, at their request, be granted a leave of absence for such time as is required to engage in an annual reserve training program. Requests for military reserve leave of absence must be accompanied by a written order from the commander of the Armed Forces Reserve Unit involved, indicating report and return dates of training period. Upon presentation of proper evidence by the employee, the difference in pay between an employee's regular pay and military pay will be allowed for a period of not more than two weeks.

17. LEAVE OF ABSENCE:

(A) Without pay

Leaves of absence without pay for reasonable periods not to exceed two (2) years will be granted without loss of seniority for the following:

- (1) Serving in any elected position (Public or Union).
- (2) Maternity leave to commence prior to the sixth month of pregnancy.
- (3) Illness, physical or mental, not included in the sick leave policy.

- (4) Serving in an appointed position in Council 55 or the International Union.

Leave of absence without pay for reasons noted above may be extended by the Director of Personnel Services.

(B) With pay

- (1) Leave of absence with pay for one (1) member of the Unit to attend International Union conventions or educational conferences shall be allowed for a period not to exceed five (5) days per year.

- (2) Leave of absence with pay will be granted not to exceed three (3) working days for death in the immediate family defined to include spouse, children, mother, father, brother, sister, and corresponding in-laws, grandparents, grandchildren, or a member of the employees' household.

- (3) All employees covered under this agreement will be entitled to one (1) personal leave day per year. The personal leave day cannot be accumulated from one year to the next.

18. SICK LEAVE:

Sick leave shall be granted for the express purpose of protecting the employee within the limits of this policy against loss of income and other benefits that might normally accrue as a result of his absence for reasons of personal illness or illness of his immediate family, defined herein to include spouse and children, which requires that he be absent from work. The Employer may request a physician's report verifying the illness to insure against abuse of the sick leave privilege.

Credit for sick leave shall be made upon assuming regular employee status or at the beginning of the fiscal year, as appropriate, for all of the remaining months of the months of the fiscal year at a rate of one day per month, in addition to those days previously credited and not used except that the total accumulation shall be unlimited. Probationary employees accumulate sick leave but are not credited with or granted said leave until they achieve regular employee status.

The sick leave credit of ten (10) days per year is retroactive for present cafeteria employees only to the 1963-64 school year.

19. VACATION:

(A) All employees shall earn credits toward vacation in accordance with the following schedule:

VACATION CREDIT

VACATION ACCUMULATED

0 through 9 years -
5/6 of a day per month

1 year through 10 years -
not to exceed 10 days
per year

Beginning 10 years through
14 years - 1-1/4 days
per month

10 years through 15 years -
not to exceed 15 days
per year

Beginning 15 years and
thereafter - 1-2/3 days
per month

15 years and thereafter -
not to exceed 20 days
per year

(B) An employee may, if he becomes ill while on vacation, change from a vacation leave status to a sick leave status, upon request and submission of a physician's certification. If an employee's illness continues through the year and the employee is unable to use his accumulated vacation by the end of the fiscal year, he shall receive payment in lieu of the vacation.

(C) For the purpose of this Article, an employee shall earn credits toward vacation with pay each year, based on the above formula, from July 1 through June 30 of each fiscal year.

(D) If an employee is laid off, retires, or severs his employment, he will receive any unused vacation accumulated including the accrued vacation credit in the current fiscal year. A recalled employee who receives credit at the time of layoff for the current fiscal year will have such credit deducted from his vacation the following year, if recalled.

(E) Rate During Vacation: Employees will be paid their current rate based on their regular scheduled days while on vacation and will receive credit for any benefits provided for in this Agreement. Paid holidays and related time off with pay is not chargeable as a day of vacation during a vacation period.

(F) Vacation time is not accumulative and shall be used during each fiscal year.

(G) Cafeteria employees and those employees who work less than an eight-hour day or forty (40) hours per week shall earn vacation benefits according to the schedule above on a pro rata basis. Cafeteria employees shall receive pay in lieu of vacation on the first pay date in December of each year.

This policy does not apply to those on temporary assignments.

20. TERMINAL LEAVE:

An employee who separates from the East Lansing School System after having served ten or more years shall be paid for 50% of his unused sick leave up to a maximum of 50 days at a rate of \$20.00/day. It is further agreed that if an employee is forced to separate for reasons of his health or that of a member of his immediate family herein defined to include spouse and children, prior to ten years of service, he shall receive benefits according to the formula above.

21. HOLIDAY PROVISIONS:

The following holidays shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	The Day After Thanksgiving Day
Independence Day	Christmas Day

In addition, one-half (1/2) day on the day before New Year's Day and one (1) day the day before Christmas Day, provided that New Year's Day and Christmas Day fall on Tuesday through Saturday.

Cafeteria employees shall receive one (1) day's regular pay for the following Holidays: Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Memorial Day, and one-half (1/2) day Good Friday.

Cafeteria employees will be eligible for holiday pay on Labor Day, provided the employee is scheduled to work prior to the holiday; and Memorial Day provided the employee is scheduled to work after the holiday.

Whenever a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. Whenever a holiday falls on a Sunday, the

following Monday shall be considered a holiday. Eligible employees shall receive one day's pay for each of the holidays listed above based on their normal work schedule. To be eligible for the holiday pay the employee must report for work both the regular scheduled day immediately preceding and the regular scheduled day after the holiday, unless he is on vacation, leave with pay, or is otherwise excused by his Supervisor.

If an employee terminates his employment, all benefits of said employment shall cease on the date of termination.

Eligible employees who work on a holiday shall be paid, in addition to their regular pay, an amount equal to the product of the hours worked and a time-and-one-half rate.

When a holiday is observed by the Employer within an Employee's scheduled vacation, the holiday will not be considered as a vacation day and the vacation will be extended one day continuous with the vacation.

22. GRIEVANCE PROCEDURE:

(A) Definitions

(1) A "Grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of an employee or group of employees and/or the interpretation, meaning, or application of any of the provisions of this Agreement. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the Unit described in Article I above shall not constitute a grievance.

(2) An "Aggrieved Person" is the person or persons making the claim.

(3) A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

(B) Purpose

(1) The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time

arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

(2) Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration.

(C) Procedure

(1) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

GRIEVANCE STEPS

The Employer will answer in writing any grievance presented to it in writing by the Union.

The grievance must be presented in writing by the steward to the immediate supervisor within thirty (30) working days after the employee knew or should have known of the act or condition on which the grievance is based.

Step 1. An employee with a grievance shall first discuss it with his immediate superior, either directly or through the steward, with the objective of resolving the matter informally.

If the matter is thereby not disposed of, it shall be submitted in written form by the chief steward to the employee's Building Principal. The Building Principal shall answer the grievance within five (5) days.

Step 2. If the grievance has not been settled in Step 1, it shall be presented in writing by the Chapter Chairman to the Superintendent of Schools or his designee within five (5) days after the Building Principal's response is received or due.

The Superintendent of Schools, or his designee, shall respond in writing to the Chapter Chairman within ten (10) working days.

Step 3. If the grievance remains unsettled in Step 2, and the union wishes to carry the matter further, it shall be presented by the Union's grievance committee, in writing, to the Board of Education, within five (5) days after the Superintendent of Schools' response is received or due.

The Board shall respond in writing to the Chapter Chairman within ten (10) working days.

Step 4. If the grievance has not been resolved in the foregoing steps and the Union desires to carry it further, the Union shall within thirty (30) calendar days following the receipt of the Employer's Step 3 answer, advise the Employer, in writing, that such answer is unacceptable, the reasons it is deemed to be unacceptable and, in such written notice, further advise the Employer that the matter is being referred to the Appeal Board.

(A) The Appeal Board shall consist of two (2) representatives selected by the Employer and two (2) representatives selected by the Union. The Appeal Board shall meet within fourteen (14) calendar days of the receipt of the above appeal notice by the Employer and shall render a decision within seven (7) calendar days following such meeting upon the parties to this Agreement.

(B) In the event the Appeal Board, above described, is unable to arrive at a mutually acceptable solution to the grievance, then the Employer's and the Union's representatives on the Appeal Board shall jointly select an impartial chairman with whom they shall meet and to whom they shall present the facts and their respective positions concerning the grievance.

In the event the Appeal Board cannot agree upon an impartial chairman, the American Arbitration Association shall be requested to furnish a panel of arbitrators from whom the selection of a chairman, on an ad hoc basis, shall be made. The impartial chairman shall have such reasonable time as he shall require which shall be final and binding upon the parties to this Agreement.

(C) Neither the Appeal Board in (A) above, nor the impartial chairman in (B) above, shall have any authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions

contained herein. However, nothing contained herein shall be construed to limit the authority of the Appeal Board and/or its impartial chairman, in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure.

(D) The expenses and fees, if any, of the members of the Appeal Board shall be borne by the parties by whom they are selected. The expenses and fees of the impartial chairman (and the American Arbitration Association, if used) shall be shared equally by the Employer and the Union.

Rights of Employees to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any party in interest, any school representative, any member of the Union, or any other participant in the grievance procedure by reason of such participation.

2. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing, except that he may not be represented by a representative or by an officer of any Union other than the AFSCME, AFL-CIO. When an employee is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure.

Miscellaneous

1. If, in the judgment of the Union, grievance affects a group or class of employees, the Union may submit such grievance to the superintendent in writing, and the processing of such grievance shall be commenced at Step 2.

2. Formal decisions rendered at Steps 1, 2, and 3 of the grievance procedure shall be in writing, setting forth the decision and reasons therefor and shall be transmitted promptly to all parties in interest and to the chairman of the Union. Decisions rendered at Step 4 shall be in accordance with the procedures set forth in Sections A, B, and C.

3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared and given appropriate distribution by the superintendent to facilitate operation of the grievance procedure.

5. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance and arbitration procedure; provided, however, that nothing contained herein shall deprive any employee of any legal right which he presently has.

23. WAGE CLASSIFICATION:

Each employee shall be placed, for compensation purposes, in a wage classification. Each classification shall include a general job description and listing of qualifications, minimum and maximum pay rates, and the provisions for advancing from the minimum to the maximum pay rate. The classification schedule will be regulated as follows:

(A) All new employees shall be paid the minimum rate for the classification.

(B) An employee shall be advanced to level two of the salary schedule on his first anniversary hire-in date. Progression thereafter shall be made annually on July 1, the start of the fiscal year, until an employee has reached the top of his wage and classification schedule.

(C) Whenever an employee is promoted or is reclassified upward he shall receive the minimum rate for the new classification provided that the minimum is equal to or greater than his former rate of pay. If not, he shall be placed on a step within the new classification equal to or greater than the former pay rate.

(D) Whenever a new classification is to be established within the unit, the Employer will notify the Union prior to establishing the new classification and rate structure. If the Union does not agree that the classification and rate are proper, it shall be subject to negotiation.

(E) The Board agrees that employees required to work the third shift on other than watchman assignments shall receive \$.15 per hour in addition to regular pay.

Classification and Job Description

The classifications of employees with the bargaining unit are outlined below. Rate schedules appear as Appendix (A).

(A) CUSTODIAN I - REGULAR CUSTODIAN

Qualifications

- (1) The candidate should be able to read written directions and literature in his field of understanding and be able to express himself clearly, both orally and in writing.
- (2) He shall satisfactorily pass (a) physical examination by a medical doctor; (b) police clearance; and (c) reference check.
- (3) Must have established a reputation of being honest and trustworthy and possess a high moral character.

Duties and Responsibilities

- (1) Responsible to the Head Custodian for:
 - (a) general deep cleaning;
 - (b) minor maintenance, including painting;
 - (c) grounds maintenance in the vicinity of the building;
 - (d) building security;
 - (e) heating plant checks and operation;
 - (f) such other approved activities required on the school premises.

(B) CUSTODIAN II - HEAD CUSTODIAN OF ELEMENTARY BUILDING
OR ASSISTANT HEAD CUSTODIAN IN SECONDARY SCHOOL

Qualifications

- (1) Candidate for the position of Head Custodian must have demonstrated that he is mentally alert, ambitious, and capable of organizing day-to-day work in terms of the master plan supplied by the School Plant Manager and Building Principal.
- (2) He should be able to see work which needs doing and arrange to completion of same.
- (3) His character, honesty, and integrity should be above reproach.
- (4) Candidate should be able to read written directions and literature in his field of understanding and be able to express himself clearly and concisely both orally and in writing.
- (5) He shall satisfactorily pass (a) physical examination by a medical doctor; (b) police clearance, and (c) reference check.
- (6) Preference will be given the candidate who has acquired training in the field of custodial work.
- (7) He also should have demonstrated his interest and ability in doing minor maintenance work.

Duties and Responsibilities

- (1) Head custodians of elementary schools and assistant head custodians in secondary school buildings, when appointed, are directly responsible to the Principal or Head Custodian respectively. They are responsible for the cleanliness, operation, security of their assigned facilities, and are responsible for the inventory, storage, requisitioning via their respective supervisors of the supplies and equipment related to their function.
- (2) They are specifically responsible for the appearance and care of the grounds under their supervision.
- (3) They are responsible for the supervision of all Custodian I employees assigned to their building or shift.

(C) CUSTODIAN II - POOL OPERATION

Qualifications

- (1) Candidate for the position of Pool Operator must have demonstrated that he is capable of carrying out directives of the Public Health Department and the School Plant Manager required of all Pool Operators.
- (2) His character, honesty, dependability, and integrity must be above reproach.
- (3) The candidate must be able to read written directions and literature in his field of understanding, and be able to express himself clearly, both orally and in writing.
- (4) He shall satisfactorily pass (a) physical examination by a medical doctor; (b) police clearance; and (c) reference check.

Duties and Responsibilities

- (1) The Pool Operator is directly responsible to the Head Custodian.
- (2) He is responsible for the cleanliness, complete operation, and maintenance of the pool and its equipment.
- (3) He is responsible for providing the School Plant Manager with the necessary reports required by the Ingham County Health Department and for making the necessary water tests required by the State Health Department.
- (4) He is responsible for reporting immediately any problems of safety or health hazards to the Head Custodian and to the School Plant Manager.

(D) CUSTODIAN III - HEAD CUSTODIAN - SECONDARY SCHOOLS

Qualifications

- (1) The candidate for the position of Head Custodian-Secondary School must demonstrate that he is capable of organizing his work to follow a master plan as prepared by the School Plant Manager and the Building Principal.

- (2) He must have the ability to work with and supervise custodians and maintenance men assigned to his staff.
- (3) His character, honesty, and integrity must be above reproach.
- (4) The candidate should be able to read written directions and literature in his field of understanding and be able to express himself clearly and concisely both orally and in writing.
- (5) Candidates with a twelfth-grade education are preferred.
- (6) Preference will also be given the candidate who has acquired training in the field of custodial work and has basic understanding and ability in the area of general maintenance.
- (7) He shall satisfactorily pass (a) physical examination by a medical doctor; (b) police clearance; and (c) reference check.

Duties and Responsibilities

- (1) The Head Custodian of a Secondary School is responsible directly to the Assistant Principal and/or Principal for the cleanliness, general maintenance, and security of the plant and grounds.
- (2) The Head Custodian is responsible for requisitions, storage, and inventory of all custodial supplies and equipment, and for the supervision of all Custodian I and Custodian II employees, laundry workers, matrons, and maintenance men permanently assigned to his building.
- (3) It is the responsibility of the Head Custodian to prepare work schedules for all custodians under his supervision. Special assignments for after school building use should be scheduled as soon as calendar dates are determined.
- (4) The Head Custodian should meet often with the Assistant Head Custodian and accept the responsibility for adjusting work schedules as required by building use requests.

(5) The Head Custodian should work with the Maintenance men, if a maintenance man is assigned to the building, in arranging priorities for work to be done and in making requests to Central Maintenance for assistance when overloads occur as well as during emergencies. If a maintenance man is not assigned to the building, the Head Custodian is responsible for making requests directly to the Central Maintenance Department for all major maintenance.

(6) The Head Custodian is responsible for minor maintenance in the building, either supervising custodians capable of handling the minor maintenance or for making the minor repairs himself, time permitting.

(E) LAUNDRY MATRON

Qualifications

(1) The candidate should be able to read written directions and literature in her field of understanding and be able to express herself clearly, both orally and in writing.

(2) She shall satisfactorily pass (a) physical examination by a medical doctor; (b) police clearance; and (c) reference check.

(3) Must have established a reputation of being honest and trustworthy and possess a high moral character.

Duties and Responsibilities

(1) Responsible to the Head Custodian for

(a) normal duties associated with the operation of laundry facilities and equipment;

(b) act as Suit and Towel Matron in the Girls' Locker Room adjoining the swimming pool at the Senior High School;

(c) responsible for inventory of suits and towels used in the three secondary schools.

(F) CUSTODIAL MATRON

Qualifications

- (1) The candidate should be able to read written directions and literature in her field of understanding and be able to express herself clearly, both orally and in writing.
- (2) She shall satisfactorily pass (a) physical examination by a medical doctor; (b) police clearance; and (c) reference check.
- (3) Must have established a reputation of being honest and trustworthy and possess a high moral character.

Duties and Responsibilities

- (1) Responsible to the Head Custodian for
 - (a) general cleaning
 - (b) dust mopping
 - (c) sweeping
 - (d) furniture and woodwork dusting
 - (e) emptying and cleaning waste receptacles
 - (f) washing windows, walls and lockers
 - (g) polishing metal work'
 - (h) cleaning assigned rest rooms
 - (i) such other duties as required as approved activities for a Custodian Matron.

(G) MAINTENANCE I

Qualifications

- (1) The candidate should be able to read written directions and literature in his field of understanding and be able to express himself clearly, both orally and in writing.

(2) He shall satisfactorily pass (a) physical examination by a medical doctor; (b) police clearance; and (c) reference check.

(3) Must have established a reputation of being honest and trustworthy and possess a high moral character.

(4) Must have had experience in maintaining various types of equipment, such as hot water heating systems, hot air heating systems, low pressure boilers, electronic controls for various types of heating systems, some experience in the areas of plumbing, electricity, and carpentry, repair and use of tractors, mowers, snow plows, etc.

(5) Continuing education in the area of maintenance either by in-service or courses taken for credit with prior approval by School Plant Manager.

Duties and Responsibilities

(1) Responsible to the Head Maintenance man, if assigned to a building, or responsible to the General Maintenance Foreman.

- (a) General maintenance of all heating equipment.
- (b) Maintenance of electrical equipment.
- (c) Maintenance of air conditioning and air changing equipment.
- (d) Maintenance of plumbing fixtures and equipment, replacement of broken parts with special attention given to the replacement of traps in heating systems as well as in plumbing fixtures.
- (e) Repair of furniture, doors, replacement of locks, broken windows, and repair of wooden and metal window frames.
- (f) Be able to weld furniture, playground equipment, etc.
- (g) Be able to handle snow removal equipment and mechanical equipment necessary for the maintaining of school lawns, etc.

- (h) Be able to handle maintenance requests as required for the school district.

(H) MAINTENANCE II

Qualifications

- (1) The candidate should be able to read written directions and literature in his field of understanding and be able to express himself clearly, both orally and in writing.
- (2) He shall satisfactorily pass (a) physical examination by a medical doctor; (b) police clearance; and (c) reference check.
- (3) Must have established a reputation of being honest and trustworthy and possess a high moral character.
- (4) Must have had experience in maintaining various types of equipment such as hot water heating systems, hot air heating systems, low pressure boilers, electronic controls for various types of heating systems, some experience in the area of plumbing, electricity, and carpentry, repair and use of tractors, mowers, snow plows, etc.
- (5) Continuing education in the areas of maintenance either by in-service or courses taken for credit with prior approval by the School Plant Manager.

Duties and Responsibilities

- (1) He is responsible to Head Maintenance man of a building and assumes supervisory duties, in the absence of the Head Maintenance man, of maintenance employees assigned to that building. Maintenance II employees may be assigned to General Maintenance staff and be responsible to the General Maintenance Foreman and assume supervisory duties when the General Maintenance Foreman is absent or other special tasks as assigned by the General Maintenance Foreman. A maintenance employee assigned to the Maintenance staff must have special training and qualifications in a special maintenance field in order to qualify for Maintenance II classification.

(I) MAINTENANCE III

Qualifications

- (1) The candidate should be able to read written directions and literature in his field of understanding and be able to express himself clearly, both orally and in writing.
- (2) He shall satisfactorily pass (a) physical examination by a medical doctor; (b) police clearance; and (c) reference check.
- (3) Must have established a reputation of being honest and trustworthy and possess a high moral character.
- (4) Must have had experience in maintaining various types of equipment such as hot water heating systems, hot air heating systems, low pressure boilers, electronic controls for various types of heating systems, some experience in the areas of plumbing, electricity, and carpentry, repair and use of tractors, mowers, snow plows, etc.
- (5) Must have had experience in all fields of maintenance and must have the ability to work with and supervise other men.
- (6) Continuing education in the area of maintenance either by in-service or courses taken for credit with prior approval by the School Plant Manager.

Duties and Responsibilities

- (1) He is assigned to a building and is responsible to the Head Custodian and Building Administrators.
- (2) In the absence of the Head Custodian, he assumes the supervisory duties of the Head Custodian.
- (3) Along with the Head Custodian, he is responsible for submitting budget needs related to maintenance to the School Plant Manager for the forthcoming year.
- (4) Is responsible for maintaining various types of equipment located on the school site such as hot water heating systems, hot air heating systems, low pressure boilers, air conditioning

equipment, ventilating systems, electronic controls for various types of heating and cooling systems, plumbing systems, electrical systems, cafeteria equipment, pool equipment, school furniture and equipment, and other general building repairs.

(J) MAINTENANCE IV

Qualifications

- (1) The candidate should be able to read written directions and literature in his field of understanding and be able to express himself clearly, both orally and in writing.
- (2) He shall satisfactorily pass (a) physical examination by a medical doctor; (b) police clearance; and (c) reference check.
- (3) Must have established a reputation of being honest and trustworthy and possess a high moral character.
- (4) Must have had experience in maintaining various types of equipment, such as hot water heating systems, hot air heating systems, low pressure boilers, electronic controls for various types of heating systems, some experience in the area of plumbing, electricity, and carpentry, repair and use of tractors, mowers, snow plows, etc.
- (5) Continuing education in the area of maintenance either by in-service or courses taken for credit with prior approval by School Plant Manager.

Duties and Responsibilities

- (1) He is assigned to the system and is responsible to the School Plant Manager.
- (2) He is responsible for submitting budget needs related to maintenance to the School Plant Manager for the forthcoming year.
- (3) Must have established a reputation of being honest and trustworthy and possess a high moral character.
- (4) Must have had experience in maintaining various types

of equipment, such as hot water heating systems, hot air heating systems, low pressure boilers, electronic controls for various types of heating systems, some experience in the areas of plumbing, electricity, and carpentry, repair and use of tractors, mowers, snow plows, etc.

(5) It is the responsibility of the Head Maintenance person to prepare work schedules for personnel under his supervision.

(6) The Head Maintenance person should meet often with the School Plant Manager and accept the responsibility for adjusting work schedules as required by building requests.

K. STOREKEEPER

Qualifications

(1) The candidate should be able to read written directions and literature in his field of understanding and be able to express himself clearly, both orally and in writing.

(2) He shall satisfactorily pass (a) physical examination by a medical doctor; (b) police clearance; and (c) reference check.

(3) Must have established a reputation of being honest and trustworthy and possess a high moral character.

(4) Must possess some clerical ability.

(5) Candidate with 12th grade education is preferred.

(6) Must possess chauffeur's license.

Duties and Responsibilities

(1) The Storekeeper is directly responsible to the Director of Business Services.

(2) Responsible for checking all freight with invoices and purchase orders.

(3) Report all shortages and/or damages to vendor and/or carrier and alert Business Office of same.

- (4) Maintain a perpetual inventory control on all stock.
- (5) Responsible for preparing and shipping materials from Central Store to indicated buildings on approved requisitions or purchase orders.
- (6) Supply to the Business Office upon request of the Director of Business Services an inventory for audit purposes and related information.
- (7) Report to the Business Office requisitions for reorder when minimum inventory is reached.
- (8) Make deliveries when necessary.
- (9) Be responsible for keeping the Central Store in order as well as maintenance supply inventory and tools for issuance to maintenance personnel upon request.
- (10) Any other duties pertaining to the Central Store operation as may be assigned.

(L) ASSISTANT STOREKEEPER AND MAIL CLERK

Qualifications

- (1) The candidate should be able to read written directions and literature in his field of understanding and be able to express himself clearly, both orally and in writing.
- (2) He shall satisfactorily pass (a) physical examination by a medical doctor; (b) police clearance, and (c) reference check.
- (3) Must have established a reputation of being honest and trustworthy and possess a high moral character.
- (4) Must possess some clerical ability.
- (5) Must possess chauffeur's license.

Duties and Responsibilities

- (1) Directly responsible to the Storekeeper.
- (2) Assist the Storekeeper in checking in all freight with invoices and purchase orders.

- (3) Deliver materials and supplies from Central Stores to indicated buildings.
- (4) Make other approved deliveries.
- (5) Handle the inter-school mail run and laundry runs.
- (6) Assist the Storekeeper in maintaining order in the Central Stores.
- (7) Assist the Storekeeper in taking inventory when necessary.
- (8) Other duties pertaining to delivery of supplies as assigned.
- (9) Substitute for Storekeeper during his absence.

(M) FOOD SERVICE HELPER

Duties and Responsibilities

- (1) Responsible to Principal. Responsible for general work in any area of cafeteria. This can include any or all of the following:
 - (a) Handling necessary food and equipment for setting up line.
 - (b) Heating food products for service.
 - (c) Serving on line.
 - (d) Servicing line.
 - (e) Cashiering (including balancing cash box and making necessary reports).
 - (f) Taking inventory of food and supplies and preparing necessary reports.
 - (g) Responsible for clean-up of equipment and work areas.
 - (h) Maintains standards of safety and sanitation.

(i) In addition, may perform any related duty as assigned by Principal.

(2) All employees of the Unit are responsible for the safety of the buildings and equipment committed to their care and for doing whatever is reasonable and proper to protect pupils and other employees from hazards which the employee can reduce or control by effective discharge of his duties.

(N) LOCKER ROOM ATTENDANT

Duties and Responsibilities

- (1) Towel and swim suits:
 - (a) Maintain sufficient inventories and distribution to students.
 - (b) Enforce proper disposal following use. (Notify teachers if problems arise.)
- (2) See that there is soap in showers.
- (3) Sanitation of locker room area:
 - (a) Clean showers--keep scum off walls and stanchions.
 - (b) Dust tops of lockers and clean inside.
 - (c) Keep toilets, sinks, mirrors clean at all times and maintain paper supplies (in restrooms only).
 - (d) Clean P. E. instructor's office.
 - (e) Keep all windows in the area clean.
 - (f) Clean all locker room floors as necessary (may be needed between classes depending on activity).
 - (g) Maintain lost and found for clothing articles in towel rooms.
- (4) Security of locker room--keep all doors locked except at beginning and end of each class period. No students should be in the locker room at any other time.
- (5) Each morning make a check of area--remove locks from upright lockers and any unauthorized locks in the area.
- (6) Notify teachers of student misconduct or rudeness.

24. WORKING HOURS AND OVERTIME COMPENSATION:

(A) The regular full working day shall consist of eight (8) consecutive hours per day in a twenty-four hour period, with an additional minimum of thirty (30) minutes off for lunch. The normal work day for cafeteria employees shall be as scheduled for the operation per day, including the lunch period and a meal.

(B) For the purpose of computing overtime, it is agreed that the normal work day shall consist of eight (8) hours of work in a calendar day. The normal work week shall consist of five eight-hour days beginning 12:01 a.m. Monday and ending on 12:00 p.m. Sunday. Time worked by an employee over eight (8) hours in a normal work day and all time worked over forty (40) hours in any normal work week shall be considered overtime.

Determination of the starting time of daily and weekly work schedule shall be made by the Employer. Indiscriminate changes of schedules will not be made; however, changes deemed necessary by the Employer will be made known to the appropriate representatives of the Union at least five (5) days in advance.

(C) Should it be necessary, in the interest of emergency or efficiency, the employees shall work such reasonable overtime hours as shall be required by the Employer. Each employee is expected to complete a definite assignment even though it requires additional hours over the standard work week. In cases of emergency, employees are expected to return to duty when requested by the Supervisor.

When a man or group of men are on a job that runs into overtime any day (during the regular work day) he or they shall be entitled to complete the job they have started. Overtime work that exists at the end of a shift may be assigned to the most available employee. The Employer will equalize the distribution of overtime among the employees of the Unit whenever it is practical and consistent with the employee's ability to do the work and efficient operation of the school or Unit.

The Employer will equalize the distribution of overtime among the employees in the affected classification when overtime exists other than mentioned above.

(D) One and one-half (1 1/2) times the regular hourly rate shall be paid for all hours worked in excess of eight (8) hours per normal work day and for all time worked in excess of forty (40) hours per week.

(1) One and one-half (1 1/2) times the regular hourly rate shall be paid for Saturday work, and two (2) times the regular hourly rate shall be paid for Sunday work, providing the employee has already worked forty (40) hours. Time charged to paid sick leave and Holidays, except as provided in Section (2) below, shall be included in the computation of an employee's forty (40) hour work week.

(2) When a holiday specified in Article 21 occurs on any day for which overtime would not otherwise be paid, the hours actually worked on such holidays shall be compensated for at one and one-half (1 1/2) the regular hourly rate but shall not be counted as hours worked in determining overtime under the provisions of Section (B) of this article. Overtime payments shall not be duplicated for the same hours worked under any of the terms of this Agreement, and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision.

(E) Employees may take a rest period of fifteen (15) minutes in the a.m. and also a rest period of fifteen (15) minutes in the p.m., or the first half or second half of their regular shift, whichever may apply.

25. EMERGENCY SCHOOL CLOSING:

Whenever schools are closed due to severe weather or other emergencies, all custodial/maintenance employees are expected to report for work as usual. If an employee is unable to comply with this requirement without risking injury or subjecting himself to unusual/unreasonable stress, he shall notify his supervisor of that fact. Employees who make a reasonable effort to report for work, whether or not they are successful, shall receive compensation based upon their appropriate daily or hourly rate. Others who work on an intermittent on-call basis shall be paid for the amount of time worked only.

Whenever school is closed for severe weather or emergencies, this period is not to be considered a holiday with pay. Work which would ordinarily not be done within the framework of the regular schedule may be appropriately done during such periods.

26. CALL TIME:

An employee reporting for overtime duty shall be guaranteed at least two (2) hours pay at the rate of time and one-half except when such duty extends a regular work shift or involves regularly scheduled building checks which are paid at the rate of time and one-half.

27. TEMPORARY ASSIGNMENTS:

(A) Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such jobs. If an employee works the job for five (5) days he will receive the rate of pay of the higher classification for all hours worked from the first day of working such vacancy.

(B) Job Postings - New Facility

Whenever a new facility is opened, all jobs shall be posted to determine the number of employees interested. The Employer recognizes the desire of employees to request transfer to same. However, with the intent of least possible disruptiveness to employee requests, the employer may place personnel for a period not to exceed twenty (20) working days for the purpose of achieving a balanced and congenial staff. After twenty (20) working days, the employer shall fill all jobs according to Articles 14 and 15.

28. JURY DUTY:

An employee who serves on Jury Duty will be paid the difference between his pay for that duty and his regular pay provided proof of service and pay is submitted. Jury service will not be charged to sick leave or vacation time.

29. WORKMEN'S COMPENSATION (On-the-job injury):

Each employee will be covered by the applicable Workmen's Compensation Laws and the Employer further agrees to pay the injured employee the difference between his regular weekly income based on forty (40) hours, or on the employee's

normal work week if less than forty (40) hours, and the amount to which he is entitled under provisions of the Workmen's Compensation Law for a period of up to one year. Beyond one year such payments would be charged against sick leave on a pro rata basis computed on the relationship of the differential pay to his regular weekly pay until the sick leave is exhausted.

30. UNION BULLETIN BOARDS:

The Employer agrees to furnish and install a bulletin board for each building which may be used by the Union for posting notices. It is further agreed that the Union will provide the Employer with a copy of all such notices.

31. MANAGEMENT RIGHTS:

There is exclusively reserved to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitutions of the State of Michigan and the United States, or which have heretofore been properly exercised by it, excepting where expressly limited by the provisions of this Agreement. The Board retains the right, among others, to establish and equitably enforce reasonable rules and personnel policies, relating to the duties and responsibilities of employees and their working conditions, which are not inconsistent with the provisions of this Agreement or violative of law. It is further recognized that the Board, in meeting such responsibilities and in exercising its powers and rights, acts through its administrative and supervisory staff.

32. TERMINATION AND MODIFICATION:

This Agreement incorporates all agreements and resolves all issues between the parties, and shall continue in full force and effect until 11:59 P. M., June 30, 1973. This Agreement shall be retroactive to July 1, 1972.

(A) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

(B) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(C) Notice of termination or modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to: 1034 N. Washington Avenue, Lansing, Michigan; and if to the Employer, addressed to: The Superintendent of Schools, School District of the City of East Lansing, 509 Burcham Drive, East Lansing, Michigan, or to any such address as the Union or the Employer may make available to each other.

33. LONGEVITY PAY:

A longevity pay increment will be paid to all employees who have served the required number of years. To determine the hourly rate with longevity, multiply the amount of the fifth step in the appropriate scale by the index opposite the number of the current year of service.

<u>YEARS OF SERVICE</u>	<u>INDEX</u>
Beginning 5 through 7	1.04 (4%)
Beginning 8 through 10	1.06 (6%)
Beginning 11 through 13	1.08 (8%)
Beginning 14 through 16	1.10 (10%)
Beginning 17	1.12 (12%)

34. UNIFORMS:

The Board agrees to furnish to each full-time employee, uniforms to include shirt and trouser combinations, coveralls, or blouse and skirt combinations, as appropriate, in the following quantities each year:

Maintenance:	Six
Custodial:	Four
Laundry and Matron:	Four
Cafeteria:	Four

Employees working less than full-time shall receive a pro rata share of uniforms adjusted to complete sets.

Uniforms for employees on payroll at that time shall be measured in July and delivered in October. Employees hired after that date shall have their uniforms measured in October. The Union and Employer will meet for the purpose of selecting the color of the uniforms.

35. PROTECTIVE CLOTHING:

The Board agrees to purchase and make available insulated clothing for general maintenance employees who are required to work on snow removal. The cost of maintaining the protective clothing in proper working condition (including tailoring, dry cleaning and laundering) shall be paid by the Employer.

The Board agrees to purchase and make available:

- 5 pairs of gloves for General Maintenance Employees
- 2 pairs of gloves for Custodial Employees
- 6 pairs of gloves (rubber insulated) for Laundry Employees

36. INSURANCE:

Commencing on the date of this Agreement the Employer will provide for each employee covered by this Agreement who is employed for twenty (20) hours or more per week, up to full family, semi-private coverage or benefit under the Blue Cross-Blue Shield Master Medical Plan MVFI-Option III without cost to the employee, which plan shall assure coverage for a full twelve (12) months; it being expressly understood, however, that full twelve (12) months' coverage is dependent upon completion by the employee of his contract for the total year, commencing on July 1, 1972.

Commencing with the ratification of this Agreement, the Employer will provide Group Life Insurance in the amount of \$2,000 for each employee covered by this Agreement who is employed for twenty (20) hours or more per week.

EAST LANSING PUBLIC SCHOOLS, LOCAL #1390

APPENDIX A

CLASSIFICATION AND RATES (PER HOUR)

<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Custodian I	3.17	3.27	3.37	3.47	3.57
Custodian II	3.37	3.47	3.57	3.67	3.77
Custodian III	3.97	4.07	4.17	4.27	4.37
(High School Head Custodian will receive fifty cents (50¢) per hour above scale of Custodian III category.)					
Maintenance I	3.77	3.87	3.97	4.07	4.17
Maintenance II	3.97	4.07	4.17	4.27	4.37
Maintenance III	4.12	4.22	4.32	4.42	4.52
Maintenance IV	4.62	4.72	4.82	4.92	5.02
Laundry Matron I	2.37	2.47	2.57	2.67	2.77
Laundry Matron II	2.67	2.77	2.87	2.97	3.07
Assistant Storekeeper	3.37	3.47	3.57	3.67	3.77
Storekeeper	3.87	3.97	4.07	4.17	4.27
Food Service	2.52	2.62	2.72	2.82	2.92
Locker Room Attendant	2.37	2.47	2.57	2.67	2.77

APPENDIX B

CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK:

(A) During the term of this Agreement, the Employer shall not contract out or subcontract any public work which can be capably performed with a reasonable amount of overtime by the employees in the bargaining unit.

(B) The Union recognizes the right of the Employer to purchase and utilize mechanical equipment which is intended to better serve the needs of the school district.

APPENDIX C

WORK PERFORMED BY SUPERVISORS:

Supervisory employees shall not be permitted to perform work within the bargaining unit except in cases of an emergency arising out of an unforeseen circumstance which calls for immediate attention and the instruction and/or training of employees, including demonstrating the proper methods to accomplish the task assigned.

37. EFFECTIVE DATE:

This Agreement shall become effective as of July 1, 1972.

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

A.F.S.C.M.E., AFL-CIO
LOCAL 1390
EAST LANSING UNIT

BOARD OF EDUCATION
OF THE SCHOOL DISTRICT
OF THE CITY OF EAST LANSING

Olverson C Root

Cassius E. Street
President

James E. Pletz

Mary W. Thaden
Secretary

Richard A. Anderson

In presence of:

June Grant

MAY 6 1974

W. Braunsen