

3146

8/20/98

AGREEMENT

between

LANSING SCHOOL DISTRICT

and

THE FAMILY HELPER UNIT

of Local Union #1390

affiliated with Council 25

and the

INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF  
STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

1995-1998

*Lansing School District*

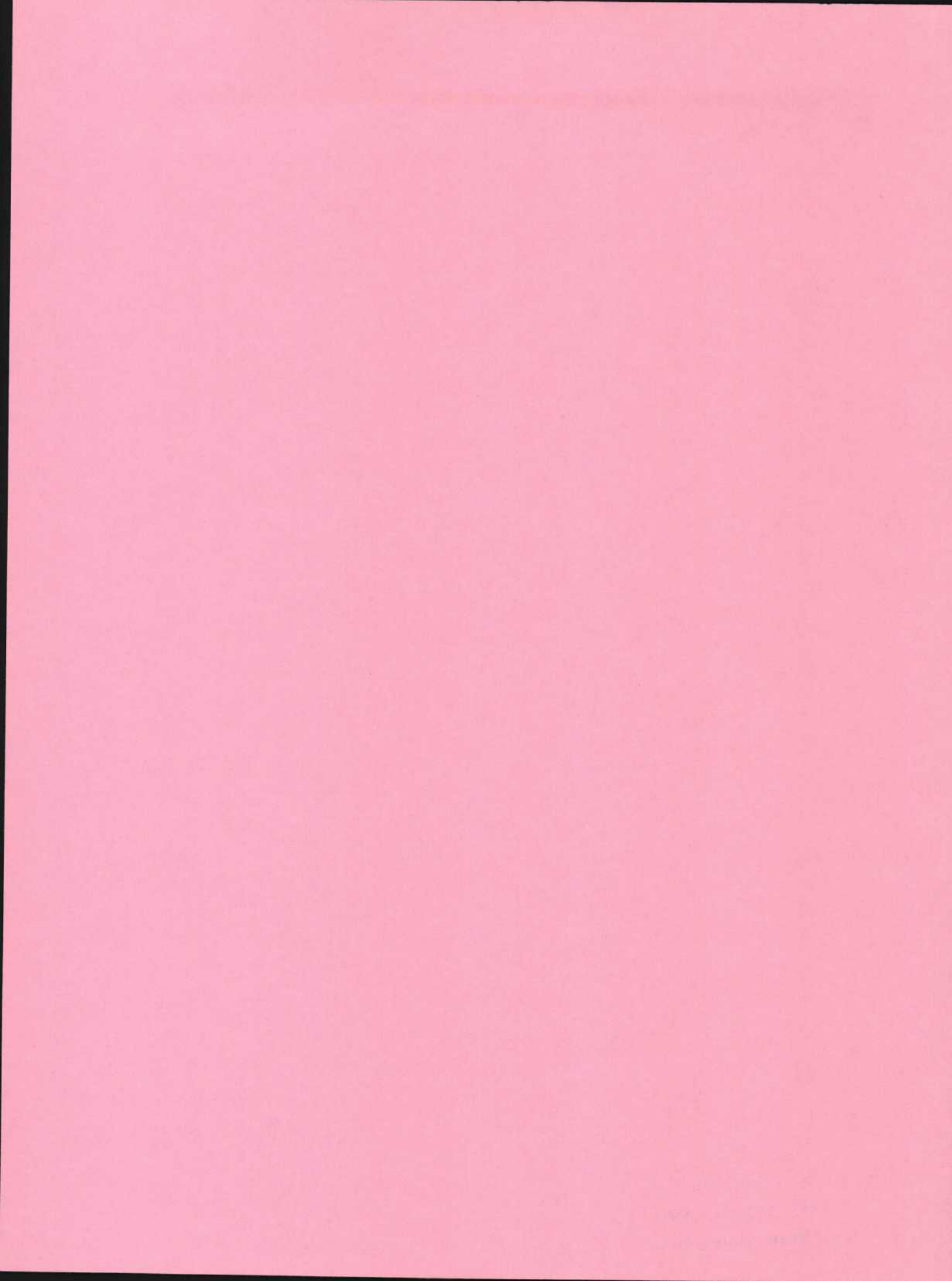


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## AGREEMENT

This Agreement is entered into between Lansing School District, a Michigan Municipal Corporation (hereinafter referred to as the "EMPLOYER") and the Lansing School District Family Helpers Chapter of Local #1390 affiliated with Michigan Council 25 American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "UNION").

(NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

### PURPOSE AND INTENT

The general purpose of the Agreement is to set forth terms and conditions of employment. It is the philosophy of the Employer and the Union that this agreement will promote amiable and orderly labor relations for the benefit of the community, the Employer, the Employees, and the Union.

The parties recognize that an effective educational system is indispensable to the preservation of our free society and agree that within the scope of their power they will work to the end that the people of Lansing School District will have the best educational system in the State of Michigan.

The Board and the Union recognize the significance and priority of racial and ethnic integration to approximate the racial and ethnic composition of those students served by the Family Helper Unit. The Board and the Union shall continue an aggressive effort to recruit members of minority groups for employment in this unit.

### 1. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 of the State of Michigan, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purposes 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 unit described below:

All Family Helper employees of the Lansing School District excluding substitutes and supervisory and executive personnel, as well as any other certified and non-certified personnel employed by the Board.

### 2. RIGHTS OF EMPLOYER

A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and

authority under the Michigan General School Laws or any other laws or regulations.

- B. Except as abridged by the terms of this agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations.
  2. Continue its rights, policies, and practices of assignment and direction of its personnel, and scheduling.
  3. The right to direct the working forces, including the right to hire, promote, discipline, transfer, and determine the qualifications of employees and the size of the work force.
  4. Determine the services, supplies, and equipment necessary to continue its operations.
  5. Adopt reasonable rules and regulations.
  6. Determine overall goals and objectives as well as the policies affecting the educational programs.
- C. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

### 3. AID TO OTHER UNIONS

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

### 4. UNION SECURITY

- A. Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at that time, shall be required as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be

required, as a condition to continue employment, to become members of the Union, or pay to the Union each biweekly pay period a service charge in an amount not to exceed the regular biweekly dues for the duration of this Agreement, on or before the thirtieth (30th) day following each effective date. The Union shall provide information to all service fee payers regarding a legally sufficient means of inquiring into and/or challenging use of service fees.

- C. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement, and covered by this Agreement, shall be required as a condition of continued employment, to become members of the Union, or pay to the Union each biweekly pay period a service charge in an amount not to exceed the regular biweekly dues for the duration of the Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit.
- D. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than thirty (30) days in arrears in payment of membership dues. Employees shall be deemed to have complied with the requirements of this section if they are not more than thirty (30) days in arrears in payment of the service charge.
- E. Employees who fail to comply with the requirement of this Article will be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.
- F. The parties recognize that a union wishing to collect agency shop service fees must adopt constitutionally adequate procedures. The Union agrees, upon request from the Board, to provide the Board for its review a copy of the Union's current procedures regarding objections to political/ideological expenditures together with a copy of the materials distributed by the Union to bargaining unit members who choose not to join the Union or object to the representation service fees. The parties agree to meet, discuss and exchange information regarding the Union's collection and objection procedures upon the request of either party.

The Union will certify annually to the Board the amount of said service fees to be deducted and certify that said fees include those amounts permitted by the contract and by law.

- G. Union agrees to indemnify and save the Board harmless against any and all claims, suits or other forms of



liabilities arising out of the Board's compliance with this section of the Agreement.

5. UNION DUES

A. Payment by Check-off

Employees shall authorize deduction of biweekly membership dues or service fee by signing the Authorization for Check-off Form.

B. Check-off Form

During the life of this Agreement, the Employer agrees to deduct Union membership dues or service fee from the pay of each employee who executes or who has executed the Authorization for Check-off Form and filed the same with the Employer. The Employer shall be entitled to rely solely on the written notice of the Financial Officer of Michigan Council 25, AFSCME, AFL-CIO and countersigned by the Chairperson of the Lansing School Employees Unit, as to the amount to be deducted from the employee's wages and the employees from whom such deductions are to be made, provided that authorization shall be given to the payroll department at least three weeks prior to the pay day on which deductions are to be made and provided deductions for check-off shall not supersede any legally required deductions or deductions authorized prior to April 3, 1967, and the Employer shall not be required to make any check-off if the employee's pay is not sufficient to cover the dues in any pay period.

C. When Deductions Begin

Check-off of deductions under all properly executed Authorization for Check-off shall become effective at the time the authorization is signed by the employee and shall be deducted from each biweekly pay period thereafter.

D. Remittance to Financial Officer

Deductions for any biweekly pay period shall be remitted monthly to the designated Financial Officer of Michigan Council 25, with a list of employees from whom dues or a service fee have been deducted between the 15th and 30th day of the current month.

E. Termination of Check-off

An employee shall cease to be subject to Check-off Dues for this unit beginning with the biweekly pay period immediately following the pay period in which the employee 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.

F. Disputes Concerning Union Membership

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

6. UNION BARGAINING COMMITTEE

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. Toward this aim, the bargaining committee of the Union when applicable shall consist of not more than two (2) bargaining unit employees. The Employer shall rely on the Unit Chairperson to furnish the names of committee members prior to negotiations.

7. STEWARDS AND ALTERNATE STEWARDS

- A. An alternate steward shall be appointed by the Unit Chairperson to act in the absence of the designated steward.
- B. It is agreed that the Employer will permit a combined total of not to exceed five (5) hours per month released time with pay for the service of all Stewards and the Unit Chairperson for the purpose of administering and enforcing this Agreement.
- C. Before leaving his/her job to perform any duties under this contract, and upon his/her return, the Steward or any unit official will notify his/her Supervisor.
- D. The names of officers and stewards of the Union shall be furnished in writing to the Supervisor at the completion of each election. No such representative shall act on behalf of the Union until the Supervisor has been advised of such designation, in writing, by the Union. Any changes in such representative shall be reported immediately, in writing, to the Supervisor.

8. SENIORITY

- A. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) working days of their employment.



When an employee finishes the probationary period, by accumulating ninety (90) working days of employment, he/she shall be entered on the seniority list of the unit and shall rank in seniority from the first day of his/her employment. There shall be no seniority among probationary employees.

- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wage, hours of employment, and other conditions of employment as set forth in Section 1 of this Agreement, except probationary employees who are discharged or disciplined for other than Union activity.
- C. Seniority shall be on a unit-wide basis, in accordance with the employee's last date of hire. Seniority will not be prorated.
- D. Seniority of Unit Chairperson: Notwithstanding his/her position on the seniority list, the Unit Chairperson of the Family Helper Unit shall in the event of a layoff be continued at work provided he/she can perform any of the work available in the Family Helper program.

#### 9. SENIORITY LISTS

- A. Seniority shall not be affected by the race, religion, sex, marital status, disability, or dependents of the employee.
- B. The seniority list will show the names and job classifications and date of hire of all employees within the Unit entitled to seniority.
- C. The Employer shall keep the seniority list up-to-date at all times and will provide each employee with up-to-date copies annually in October.

#### 10. LOSS OF SENIORITY

An employee shall lose seniority for the following reasons only:

- A. The employee quits or retires.
- B. The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- C. The employee is absent for three (3) consecutive days without notifying the Employer. In proper cases, exceptions shall be made. After such absence the Employer shall send written notification to the employee at his/her last known address that the employee has lost

his/her seniority, and his/her employment has been terminated.

- D. The employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- E. The employee obtains a leave of absence under false pretenses.
- F. The employee does not return from leave of absence. (Shall be treated the same as "C" above.)
- G. The employee is laid off for two (2) years or length of seniority in the District, whichever is shorter.
- H. The employee transfers to a position outside the bargaining unit and does not return to a position within the unit within six months; however, an employee that returns to the bargaining unit after six months or more may recapture the seniority he/she earned while formerly employed in the unit (See Article 14.)

#### 11. LAYOFF DEFINED

- A. The word layoff means a reduction in the work force.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off first. Seniority employees will be laid off according to seniority as defined in Section 8. 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 submitted to the Third Step of the grievance procedure.
- 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 Chairperson shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- D. The Union recognizes the Employer's right under PA 112 to contract out or subcontract work normally performed by bargaining unit members. However, if PA 112 is repealed, the language shall revert back to that contained in the 1994-95 master agreement. If PA 112 is amended as it pertains to the subcontracting of support services, the parties will meet to re-negotiate this section of the master agreement.
- E. Employees on layoff shall not be entitled to receive wages or fringe benefits for the duration of such layoff, except as otherwise provided for in this Agreement.

12. RECALL PROCEDURE

- A. When the working force is increased after a layoff, employees shall be recalled according to seniority and qualifications. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail.
- B. If an employee fails to report for work within five (5) days from date of receipt of notice of recall, he/she may be considered as a quit, thus terminating his/her employment. Exceptions may be made only by agreement between the Employer and the Union.
- C. The employee shall be held responsible for keeping the Employer notified as to his/her current mailing address by written form to the office of the School District Supervisor of Family Helpers.
- D. When recalled, the employee shall return to the same salary step as that held at the time of layoff.

13. JOB VACANCIES AND NEWLY CREATED PERMANENT POSITIONS

- A. Job vacancies and newly created permanent positions setting forth the minimum requirements shall be advertised for bargaining unit personnel through position vacancy notices posted in each building. All interested employees must apply in writing within five (5) working days.
- B. Such vacancies or newly created permanent positions may be filled on a temporary basis without prejudice to seniority employees who may bid on these same vacancies or newly created positions. If qualified employees bid on the job, it must be filled within the twenty (20) day period from date of posting.
- C. When an employee is placed temporarily in such a position, such employee and the Union shall be notified in writing as to this effect concerning both the position and the employee.
- D. All qualified bargaining unit members that bid for promotional opportunities within the unit will be considered. If such unit members are denied the promotion, they will be given the reasons for the denial in writing. Seniority will be used when two candidates are relatively equally qualified for a promotional position.

During the four (4) week trial period, the employee shall have the opportunity to revert back to his/her former position. 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. During the trial period, employees will receive the rate of pay of the job they are performing.
- F. All job vacancies will be posted within five (5) days of the District declaring the position vacant. There will be an additional posting each 30 days if the job remains vacant. When an employee is promoted within the bargaining unit, it is imperative that this employee should assume certain responsibilities.
  - 1. The employee should be sure in his/her own mind that he/she wants and can perform adequately the position he/she requests.
  - 2. The employee should remain on the job and make every effort to do the job effectively for the full trial period unless mutually agreed otherwise. Adequate training will be provided.
- G. Whenever an employee is transferred from one position to another, by his/her choice, and the transfer continues beyond the trial period, the employee shall relinquish the right to other transfers for a period of twelve (12) months unless mutually agreed upon by both parties. This limitation shall not apply to newly created positions.

#### 14. TRANSFERS OUTSIDE THE UNIT

If an employee is transferred to a position under the Employer not included in the bargaining unit and within six months thereafter transfers again to a position within the bargaining unit, seniority shall be considered to have accumulated while working in the position to which the employee transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

#### 15. DISCIPLINE

##### A. Reprimands

In case of a reprimand which could be construed as detrimental to an employee's future promotion, transfer, present or future employment, the reprimanded employee shall be notified in writing. After a period of two years from the date of occurrence, if there have been no recurrences of conduct similar to that which caused the reprimand, then the reprimand shall not affect the employee in matters of promotion, transfer, or job

status. Should the disciplined employee or the Steward consider the reprimand to be improper, a complaint shall be presented in writing through the Steward to the Supervisor of Family Helpers within three (3) regularly scheduled working days of the discipline. The Supervisor will review the discipline and give his 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 Third Step of the grievance procedure within five (5) days after the response of the Supervisor.

B. Suspension

The Employer will only suspend employees for just cause. An employee being suspended shall have the right to meet with a Steward or Committee person before leaving the Employer's property. Should the suspended employee or the Steward consider the suspension to be improper, a complaint shall be presented in writing through the Steward to the chief administrator for personnel matters or designee within three (3) regularly scheduled working days of the suspension. The chief administrator for personnel/designee will review the suspension and give the answer in writing 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 Step 4 of the grievance procedure.

C. Personnel Records

All employees' records, other than those of a confidential nature, may be subject to view upon the request of the individual to whom such records pertain, except that no more than two (2) requests per year shall be honored.

16. DISCHARGE

- A. The Employer will only discharge employees for just cause.
- B. An employee being discharged shall have the right to meet with a Steward or Committee person before leaving the Employer's property.
- C. Should the discharged employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the chief administrator for personnel matters or designee within three (3) regularly scheduled working days of the discharge. The chief administrator for personnel matters/designee will review the discharge and give the answer in writing 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 Step 4 of the grievance procedure.

- D. It is agreed that the Employer has just cause to discharge any employee who:
1. is convicted of any felony or circuit court misdemeanor.
  2. is convicted of any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to the property of the Employer.
  3. is absent for three (3) consecutive days without notifying the Employer. In proper cases, exceptions shall be made.
  4. does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
  5. does not return from sick leave and leaves of absence. (Shall be treated the same as 3 above.)
  6. is under the influence of intoxicants or drugs.
  7. consumes or sells intoxicants or drugs on Board property.
  8. brings intoxicants or drugs onto Board property.
  9. steals Board property.
  10. duplicates School District issued keys.
  11. falsifies records.
  12. commits an aggravated assault or battery.
  13. carries a lethal weapon onto Board property.
  14. violates any child protection law.
  15. sexually harasses a student.
- E. In case of discharge the Employer shall send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated.

17. RESIGNATION

Any employee desiring to resign shall file a letter of resignation with the Personnel office at least seven (7) calendar days prior to the effective date.

18. SPECIAL CONFERENCES

- A. Special conferences for important matters will be arranged between the local Unit Chairperson and Employer or its designated representatives, upon the request of either party. The number of representatives to attend the conference shall be determined by mutual agreement. Such meetings shall be between at least two representatives of the Union, but in no case will it exceed four representatives for either side. 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 on special conferences shall be confined to those included in the agenda. At the special conference a course of action for resolving the matters shall be determined. Whenever possible, conferences shall be held between the hours of 3:00 p.m. and 10:00 p.m. If conferences are called by the Employer during working hours, 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. Upon request, the Union representative may meet at a place designated by the Employer on the Employer's property for one-half hour immediately preceding a meeting with the representatives of the Employer.

19. GRIEVANCE AND ARBITRATION PROCEDURE

- A. Any alleged violation of the application, meaning or interpretation of this Agreement, shall be settled in the following manner:
- Step 1 The Union Steward, with or without the aggrieved employee shall discuss the grievance or dispute with the employee's administrative superior within ten (10) working days of the date of the grievance or the employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond orally to the Steward within three (3) working days.
- Step 2 If the grievance has not been settled, it shall be reduced to writing, and be signed by the

employee and/or the Steward and be presented to the Supervisor within five (5) working days after the Supervisor's response is due. The Supervisor shall respond to the Steward in writing, within five (5) working days.

Step 3 If the grievance still remains unadjusted, and if after review the Grievance Committee wishes to carry it further, it shall be presented to the chief administrator for personnel matters or designee in writing within five (5) working days after the response of the Supervisor is due. The chief administrator for personnel matters or designee shall schedule a meeting with the Union to discuss and attempt to resolve the grievance. If the parties are unable to resolve the grievance, the chief administrator for personnel matters/designee shall place the District's final response in writing and return it to the Union within five (5) working days from date of meeting.

Step 4 If the grievance is still unsettled and the Union wishes to carry it further, the Union may submit the grievance to binding arbitration provided written notice of submission to arbitration is provided to the chief administrator for personnel/designee within thirty (30) days from receipt of the answer of the chief administrator for personnel matters/designee at Step Three.

Following the written notice of request for submission to binding arbitration, the parties shall attempt to select a mutually agreeable arbitrator within five (5) working days. (The parties may agree upon one of more methods of mutual selection, including the development of strike lists, negotiation, etc.) If the parties are unable to select a mutually agreeable arbitrator, the Union may request a list of arbitrators from the Federal Mediation and Conciliation Services (with a copy of the request sent to the chief personnel administrator( specifying the list be drawn from a geographical location not larger than the State of Michigan. Thereafter, it shall be handled in accordance with the American Arbitration Association's Rules and Regulations. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available

without charge to the other party and the arbitrator.

The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

Either party may initiate a pre-arbitration settlement conference, no later than forty-five (45) calendar days before a scheduled arbitration hearing.

B. Powers of the Arbitrator

It shall be the function of the arbitrators, and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish or alter salary schedules.
3. The arbitrator shall have no power to rule on any matter not specifically set forth in this Agreement.
4. The arbitrator shall have no power to grant relief for any damages for periods commencing before the later of: the date the grievance arose or ten (10) calendar days before the grievance was advanced at Step 1.
5. The arbitrator shall have no power to establish or change any retirement benefit established and administered by the State of Michigan. Additionally, the arbitrator shall be limited from ruling on any claim or dispute regarding the terms of the pension plan or an action by the pension administrator.
6. The arbitrator shall have no power to establish or change any insurance policy. Additionally, the arbitrator shall be limited from ruling on any claim or dispute regarding the terms of a policy document or an action by the insurance company.

7. The arbitrator shall have no power to consider any facts, or rule upon any issues, not raised by the grievant, the Union, or the District during the first three steps of the grievance procedure.
  8. The arbitrator shall have no power to change any practice, policy or rules of the Board, nor shall the arbitrator substitute his/her judgement for that of the Board as to the reasonableness of its practice, policy, rule or action.
- C. In the event that a case is appealed to an arbitrator on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- D. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be binding on the Union, its members, the employee or employees involved, and the Board.
- E. Miscellaneous
1. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
  2. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.
  3. Access shall be made available to records of all unprivileged information necessary to the determination and processing of the grievance.
  4. No grievance shall be filed for or by any employee after the effective date of his/her resignation, except in cases of severance benefits.
  5. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed.
  6. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its responsibilities, subject to the final decision of the grievance.
  7. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time



required may go beyond the expiration date of this document.

8. Two or more grievances on the same subject may be handled by the Board as one grievance. When such a situation occurs, the Union shall be notified and the answer directed to the Unit Chairperson.

## 20. HOURS OF WORK

Family Helpers employed at the time of the ratification of the 1995 agreement will continue to have a forty (40) hours per week work schedule during the regular school year, so long as they continue to be employed in a bargaining unit position. This forty (40) hours may be arranged to fit the needs and requirements of the families with whom the Helpers are working.

Each Family Helper may be required to account for the time spent to substantiate all hours of his/her established work week. Any problems arising under this section may be a subject for a special conference.

When vacancies occur in the unit, the District will meet with the Unit Chair prior to any posting if any schedule modifications are being considered.

## 21. EMPLOYEE RESPONSIBILITIES

- A. Employees are responsible for reporting to work physically, mentally, and emotionally fit to perform the duties of their jobs. All employees shall fully, faithfully, and properly perform the duties of their employment.

When the employer has reason to believe that an employee is reporting to work in an unfit condition, and/or when an employee is seeking an accommodation for a physical or other handicap, the employee shall comply with requests to provide appropriate medical documentation. An employee may be required to undergo examination by an employer selected medical professional for purposes of evaluating the necessity for handicap accommodation.

Additionally, when it is appropriate to evaluate an employee's physical, mental, and/or emotional fitness for work, the employee may be required to undergo an examination by a medical professional. Such medical professional shall be selected from a mutually approved list. The parties shall also develop a mutually satisfactory list of laboratories, and agree upon appropriate procedures for testing. If an employee is required to undergo examination or testing on duty time, he/she shall not suffer a loss in pay. If the employee

is required to undergo drug or alcohol testing, the employee may arrange for independent confirmation of the test at his/her own expense.

- B. Employees are responsible to return District property upon request and upon termination or employment. Failure to turn in District property will result in the holding of the employee's check until the property is returned, disciplinary action, and/or docking of the employee's check for the value of property which the employee cannot or will not return.
- C. All bargaining unit members employed after October 17, 1996 shall become and remain residents of the Lansing school district at the time of employment, except where no other qualified person is available to fill the position. The term "become" shall mean to move into the school district and establish residency within one (1) calendar year of the date that employment in the unit commences. Each employee within the unit must maintain the current place of residence on file with the Personnel Department. New employees within the unit who fail to comply with this requirement shall be subject to discharge; it being acknowledged that failure to establish and maintain residency is just cause for dismissal. Employees employed in the bargaining unit before the ratification of the 1995 agreement shall not be restricted in the selection of their current or future residences by this provision.

## 22. 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.

## 23. RATES FOR NEW JOBS

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the rate is proper, it shall be subject to negotiation. Such jobs may be filled on a temporary basis as provided in Section 13, paragraphs B and C.

## 24. RIGHTS OF VETERANS

- A. Employees who have been inducted or enlist for military duty in any of the armed forces of the United States shall be granted leaves of absence for a period not to exceed three (3) months beyond their honorable discharge date. Full credit toward advancement on the salary schedule shall be granted. This credit shall not be extended beyond the initial enlisted or induction period.

A dishonorable discharge from above services does not obligate the Board for future employment. At Board discretion a certification of physical and/or mental capability may be required as a condition of reemployment. Employees shall be offered reemployment in their previous position or a position of like status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event they will be offered such employment in line with seniority as may be available which they are capable of doing at the current rate of pay for such work.

- B. A probationary employee who enters the armed forces and meets the foregoing requirements, and who is reemployed and completed his/her probationary period, upon completing it will have seniority equal to the time spent in the armed forces, plus ninety (90) days.
- C. Veteran's Law. Except as hereinbefore provided, the reemployment rights of employees and probationary employees will be limited by applicable laws and regulations.
- D. Educational Leave of Absence. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence without pay for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement. When reinstated, the employee shall return to the same salary step as that held upon time of leaving.

## 25. LEAVES OF ABSENCE

Leaves of absence without pay may be granted for a period not to exceed one (1) year, or a period equivalent to the employee's seniority, whichever is shorter, upon written request to the Personnel office without loss of seniority for:

- A. Service in a governmental agency, state or nationally recognized professional labor, or fraternal organization which the Employee has been formally designated to represent.
- B. Illness leave (physical or mental), may be granted, if a written statement is available from doctor.
- C. Prolonged illness in immediate family - spouse, children, parents, grandparents, brothers, sisters, parents-in-law, foster parents, and any other person for whom they are physically or financially responsible.

- D. Educational leave to any regular full-time employee. Notification shall be at least one (1) month before leave is to begin.
- E. Maternity Leave
1. If an employee desires a maternity leave of absence, she must file a written request with the Personnel Office at least 30 days prior to anticipated date of such leave.
  2. Any leave of absence shall be for the duration of the pregnancy and extended no longer than through the post-natal examination period (usually six weeks after termination of the pregnancy).
  3. After the termination of pregnancy the employee shall be permitted to return from leave at any time. However, such return shall be no later than following the post-natal examination period (usually six weeks after termination of pregnancy). Upon returning from leave of absence, the employee must provide a physician's certification that she is physically sound and able to perform all normal duties of her position. The Board may choose at its option and expense to have the employee examined by the Board's physician prior to the employee's return to work.
- F. An employee returning from a leave of absence must notify the personnel office at least one month before the expiration of the leave of the date of return in order to permit planning, scheduling and placement. (The District may accept notice of less than one month when it finds the circumstances of the individual case cannot reasonably allow the one month notice requirement to be fulfilled.) Such placements will be made in the first available vacancy for which the employee is qualified. Failure to provide such notice shall be considered as a voluntary quit. When reinstated, the employee shall return to the same salary step as that held at the time of leaving. Leaves of absence shall be reflected in the employee's anniversary date.
- G. Leaves may be extended upon written request by the employee for a period up to one (1) year by mutual agreement of the administration and the Union. Employees desiring extensions of approved leaves of absence beyond the initial year shall submit written extensions requests no later than 30 days prior to the expiration of the approved leave.
- H. Pursuant to the provisions of the Family and Medical Leave Act, eligible employees shall be granted unpaid



leave for the purposes and to the extent required by law, subject to all of the terms and conditions of the law and its implementing regulations. Any paid or unpaid leave which is otherwise available under the provisions of this agreement, for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and shall be credited toward fulfilling the leave entitlement of the eligible employee, to the extent permitted by the law and its implementing regulations.

If an employee takes advantage of the benefits of the law, she/he may use her/his accumulated compensable leave, accumulated and accrued vacation leave and/or accumulated personal leave during the Family and Medical leave. Similarly, the Board may require the employee to use her/his accumulated compensable leave bank in excess of thirty (30) working days during the Family and Medical Leave.

If an eligible employee fails to return from an unpaid leave, during which the employee received a continuation of paid benefits under the Family and Medical Leave Act, the amount paid for continuation of these benefits shall be repaid to the Employer, so long as the law and regulations allow the Employer to require such repayment. Repayment shall be made within thirty (30) days after a demand for payment or according to a repayment plan agreed upon between the employee and the Employer. Any amount, or portion thereof, which is owing for repayment shall be deducted from any wage or other payments owing to the employee. Any remaining deficiency owing for repayment shall be collectible by initiating legal action against the employee for repayment, if not remitted within thirty (30) days after the demand for repayment is made upon the employee or as otherwise previously agreed in a repayment plan.

## 26. LEAVES OF ABSENCE FOR UNION BUSINESS

- A. Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union receive temporary leaves of absence without pay for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be reemployed at work with accumulated seniority. When reinstated the employee shall return to the same salary step as that held at time of leaving.
- B. Members of the Union elected to attend a function of the International Union such as conventions or educational conferences shall be allowed time off without loss of



time or pay to attend such conferences and/or conventions. Total combined time shall not exceed three (3) days per year to the entire Union membership.

27. JURY DUTY

An employee who receives a jury duty interview and appearance notice must notify the Personnel Office within two (2) school days of such notice. If any employee is summoned and reports for jury duty, the employee shall be paid the difference between the amount received as a juror and the normal week's pay, provided the employee is available for work within her/his regular work schedule when not occupied for jury duty. It is understood and agreed that an employee shall be required to report to work on any and all days when not sitting as a juror. To be eligible for jury duty pay differential, the employee must furnish the Employer with a written statement from the appropriate public official listing the amount and the dates the employee received pay for jury duty.

28. SICK LEAVE

All employees covered by this Agreement shall be granted one (1) sick leave day\* per month worked, not to exceed twelve (12) days per year, with unlimited maximum accumulation. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked. "Month worked" shall be defined as any month in part or in whole in which seven (7) regular school days have been scheduled, provided, however, for the duration of this Agreement, employees scheduled to work the school year shall be granted one-half (1/2) a sick leave day each August and June because there are not seven (7) school days scheduled in those months.

Sick Leave with full pay may be taken for:

1. Personal illness or injury.
2. Illness or serious injury to members of the immediate family\*\*
3. Death in the immediate family (limit five (5) days).
4. To attend the funeral of a close friend or relative (limit one (1) day per occurrence).
5. When exposure to contagious disease might create a health hazard for students or other employees.
6. When unforeseen emergencies\*\*\* arise calling for the immediate presence of the employee.

Any employee absent due to illness shall notify the supervisor or office at least one-half hour before his/her scheduled shift. In proper cases exceptions may be made.

Any employee who maintains a record of sporadic illness may be required to be examined by the Board's physician.

Any employee who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under this section may be subject to discipline or discharge.

Any employee who has exhausted his/her sick leave benefit will have additional sick leave days charged against recorded vacation time.

Each Family Helper shall present a signed statement indicating the reason for each absence, such statement to be filed in the principal's or immediate supervisor's office. The principal or immediate supervisor may request a physician's statement for an absence of five (5) or more days duration.

In cases of extended illness the employee may request a leave of absence for illness in accordance with Section 24.

School year employees shall not be eligible to use accumulated sick leave during the summer inasmuch as such work is performed as "extra hours" and not part of the school year employee's regular schedule.

\*A sick leave day shall be defined as the number of hours in the employee's regular work day.

\*\*Immediate family shall include the employee's spouse, children, parents, foster parents, parents-in-law, brothers, sisters, and any other person for whom they are financially or physically responsible.

\*\*\*An emergency is an unforeseen incident over which the individual has no control and requires immediate attention. The individual should make, and has made, every effort in her/his power to resolve the situation without taking time off from work. Each case will be decided on its own merits.

## 29. LEAVE DAY WITH PAY

- A. Two (2) leave days with pay, shall be granted annually to each full-time employee on the employment rolls as of September 1. Each full-time, continuous employee who is hired after the beginning of the fiscal year shall be credited with two (2) leave days with pay or a fractional amount thereof as follows:

July through December	16 hours
January through March	8 hours
April through May	4 hours
June	0 hours

- B. The leave day with pay, or fraction thereof, credited to each full-time, continuous employee shall be utilized and charged to the employee in increments of not less than two (2) full hours.
- C. The leave day with pay, or any fraction thereof, shall not be utilized during an absence for sick leave, or during any other leave of absence. Additionally, school year employees shall not be eligible to use leave days with pay during the summer inasmuch as such work is performed as "extra hours" and not part of the school year employee's regular schedule.
- D. An employee taking a leave day with pay shall file a notice of the intent to take such day with her/his immediate supervisor at least five (5) days prior to the date of such leave (except in the case of an emergency\*). Such notice shall include a statement of the reason for such leave.
- E. Leave Day with Pay shall not be used for:
  1. The day before or the day after a holiday, holiday related day or vacation.
  2. Recreational pursuits, shopping, or pleasure trip with spouse (including accompanying spouse on business trip).
  3. Other employment or seeking new employment.
  4. Child care.
  5. Any other leave provision in this Agreement.

Leave days with pay may be used for religious holiday observance, performance of civic duties, attending children's school functions within the District, and performing union business not otherwise covered in the agreement.

- F. In the event an employee does not use a portion of the leave day with pay, that unused portion shall be transferred to her/his regular cumulative sick leave balance. Leave days with pay shall not be cumulative from year to year.

\* An emergency is an unforeseen incident over which the employee has no control and requires immediate attention;

and the individual should and has made every effort in their power to resolve the situation without taking time off from work. Each case will be decided on its own merits.

30. WORKER'S COMPENSATION (On-the-job injury)

Any employee who is absent because of injury compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the Worker's Compensation payment prescribed by law and his/her regular weekly income, to the extent and until such time as such employee shall have used up any accumulated sick leave. Sick leave shall be charged on a pro-rata basis computed on the relationship of the differential pay to the employee's regular weekly pay until the sick leave is exhausted.

31. HOLIDAYS

A. Recognized Holidays:

The following days shall be recognized and observed as paid holidays with premium pay or overtime pay, if worked:

	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Labor Day	Mon 9/4/95	Mon 9/2/96	Mon 9/1/97
Thanksgiv Day	Thu 11/23/95	Thu 11/28/96	Thu 11/27/97
Good Friday	Fri 4/5/96	Fri 3/28/97	Fri 4/10/98
Memorial Day	Mon 5/27/96	Mon 5/26/97	Mon 5/25/98
Christmas Day	Mon 12/25/95	Wed 12/25/96	Thu 12/25/97
New Year's Day	Mon 1/1/96	Wed 1/1/97	Thu 1/1/98
M.L.King B'day*	Mon 1/15/96	Mon 1/20/97	Mon 1/19/98

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work.

B. In addition, the following holiday-related time off with pay will be granted:

Day aft Thanks Fri 11/24/95    Fri 11/29/96    Fri 11/28/97

C. Eligibility Requirements:

1. The employee shall be eligible for holiday pay under the following conditions:

The employee should have been scheduled to work on such day if it had not been observed as a holiday, unless the employee is on a day off, vacation, or sick leave.

2. The employee worked the full period of the last scheduled work day prior to and the next scheduled work day following the holiday unless excused by the employee's Employer, or is absent for any reasonable purpose. The Employer and the Union shall mutually agree upon whether the purpose is reasonable in each case. Illness should be construed as a reasonable purpose, and need not be mutually agreed upon.
3. Eligible employees who do not work on a holiday shall be paid a sum computed by multiplying their current hourly rate of pay by the number of hours in their regular work day.
4. If an employee works on any of the paid holidays listed above, she/he shall be paid in addition to the holiday pay a sum computed by multiplying the current hourly rate of pay by twice the number of hours she/he works on said paid holidays.
5. For the purpose of computing overtime, all holiday hours worked or unworked for which an employee is compensated shall be regarded as hours worked.
6. There shall be no holiday pay for an employee on suspension unless reversed through the grievance procedure.

\* The Martin Luther King, Jr. Birthday holiday will be observed as a paid holiday in any year in which it is not a scheduled day of instruction.

## 32. WORK YEAR

All employees covered by this Agreement shall be scheduled to work during the school year. Such time shall exclude the winter recess and the spring recess when schools are closed.

## 33. INSURANCE PROTECTION

A. The Board shall provide Physicians Health Plan (PHP), Option A, health and hospitalization insurance for all full time employees and family members who are not covered, or full time employees not eligible for employee paid hospitalization benefits paid in full or in part by their spouses' employment. For new employees, coverage will become effective on the first day of the month following hire. The Board shall provide a \$2.00 co-pay prescription drug program. The employee agrees to contribute the following amount per month for the above coverage:

Single	\$ 5.00
Two-Person	\$ 7.50
Family	\$10.00



- B. Upon ratification of this agreement, the parties agree to participate in a comprehensive study of health insurance cost containment strategies. Should the study identify specific changes or alterations to existing insurance benefit programs, the parties may, by mutual consent, agree to implement the same.
- C. The Board shall provide group long term disability income insurance with the following benefits:
1. Up to 60% of monthly salary with a maximum of \$5,000 per month;
  2. Social Security and Michigan School Employees' Retirement would be offset to the degree that they would add to the basic benefit in excess of 75% of the monthly salary; and
  3. Payments would continue to age 65 (or age 70 under defined circumstances).

The waiting period before the benefit commences is 90 calendar days or the depletion of all sick leave, whichever is later.

- D. The employer agrees to pay in full the premiums on a term life insurance policy of \$15,000, including accidental death and dismemberment, for each employee.
- E. Insurance Continuation: Employees, their spouses, or dependent children who cease to be eligible for Board paid dental, medical, or vision insurance shall have the right to continue such coverage on a direct payment basis with the Lansing School District. Changes in dependent status (marriage, divorce, birth, adoptions, death, children no longer dependent) must be reported within 30 days of the event. Coverage may be continued for 36 months except for termination of employment or reduction in hours. In those cases maximum extension is 18 months.
- F. Full time employees not electing the health insurance option will receive \$80.00 per month additional compensation. Employees electing either the health insurance option or the additional compensation may purchase other tax exempt options on a salary reduction arrangement.
- G. Effective on or about December 1, 1996, the Board will provide single subscriber/employee dental insurance for each full time regular employee covered by this agreement. The plan will provide 50/50/\$500 benefits without an orthodontic rider. Each covered employee has the option of purchasing two person or family coverage subject to any applicable enrollment and waiting periods of the insurer.

- H. As an alternative to the medical insurance coverage described, above, the Board may initiate during the term of this agreement, a new health insurance benefit program and/or a cafeteria benefit program. Both the implementation and the continuation of any such new insurance program(s) shall be at the discretion of the Board during the term of the agreement. Participation in such new program(s) by bargaining unit members shall be voluntary. Upon implementation of such program(s), a special conference may be initiated by the Board or the Union to explore its terms.
- I. Full time employees shall become eligible for insurance coverage the first day of the month following hire, return from a leave of absence, or an increase in hours to full time status.

A participant may change his/her benefit election for the balance of the plan year if the change is on account of, and consistent with, a change in family status. For purposes of this benefit, a change in family status means the marriage or divorce of the employee, death of a spouse or dependent, birth or adoption of a child, termination or commencement of employment by the employee's spouse, an unpaid leave of absence by the employee or spouse, or a significant change in health coverage of the employee or spouse as a result of the spouse's employment.

A participant who changes his/her election on account of, and consistent with a change in family status must submit the appropriate form to the Employee Benefits office no later than 30 days after the change in family status occurs. Otherwise, changes in insurance coverage will not be effective until the next open enrollment period.

- J. The Board reserves the right to submit the health insurance plan for competitive bidding annually; it being understood that any plan adopted by the Board will be substantially equivalent to the Physicians Health Plan Option A.

#### 34. MILEAGE ALLOWANCE

Employees who are required as a part of their job on a regular basis to use their own vehicles for transportation in order to perform their duties shall be reimbursed at the rate established by the Board. Mileage will be computed on the basis of actual miles logged and reported each month.

#### 35. LONGEVITY

- A. Longevity payments will be made according to the following schedule:

1.	After 5 years through 7 years	\$197
2.	Beginning 8 years through 12 years	394
3.	Beginning 13 years through 17 years	591
4.	Beginning 18 years through 20 years	788
5.	Over 20 years	874

- B. The longevity to which an individual is entitled shall be determined by the number of years the employee has completed by December 1 of a given year.
- C. Longevity payments shall be paid in a lump sum on the first pay period in December. Longevity will be pro-rated only in cases of retirement or death.

36. JOB DESCRIPTIONS

It is agreed that the parties will review existing job descriptions for the purpose of clarification, or revision, or both.

37. EMERGENCY CONDITIONS

- A. An emergency shall be defined as an unforeseen incident over which an Employer has no control.
- B. When it is necessary for the Superintendent of Schools to close schools because of inclement weather, every effort shall be made to make such public announcements by 6:30 a.m.
- C. On days when schools must be closed because of inclement weather, all Family Helper employees should report to assigned stations at the regular time or as soon thereafter as safe travel conditions will permit. Family Helper employees who are unable to report to work shall notify their immediate Supervisor at the earliest practicable time. Those employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions as defined by the city, county or state health authorities, will not be paid for such days if such days must be rescheduled. Such employees shall work on any rescheduled days of student instruction which are established by the Board and will be paid at their regular daily rate of pay.
- D. The chief administrator in each building shall be authorized to excuse Family Helper employees on an individual basis from completing the normal work day when weather conditions cause such action to be advisable.

- E. Any employee having arrived at work ready to perform her/his normal, regularly scheduled duties who is dismissed for the day before completing his/her day's assignment because of some emergency, shall be paid for a minimum of two (2) hours at the established rate of pay. If the employee works more than one-half his/her regular assigned hours, the employee shall be paid for his/her total number of regular hours for that day.

38. MISCELLANEOUS

A. Nondiscrimination and Equal Employment Opportunities

The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, disability, marital status or other illegal basis.

In light of the parties' mutual obligation to apply the terms of this agreement in accordance with employment laws related to equal employment opportunity, each party agrees to advise the other of equal employment opportunity problems of which it is aware. The Employer and the Union will jointly seek solutions to such problems through the procedures and programs provided in this agreement.

B. Disability Accommodations

Any bargaining unit member who has become disabled due to injury or illness (including occupational disease) while employed by the District may request appropriate accommodations for the disabling condition, which may include reassignment to a vacant position for which the employee is qualified without regard to the seniority provisions of this agreement. Upon review of the employee's request, and consideration of any other appropriate accommodations, the District will make a good faith attempt to accommodate the employee in the most appropriate manner, which may include a reasonable orientation period for transfer to another District position. If more than one (1) employee could be reasonably accommodated by transfer to the same vacancy, preference will be given to employees whose disabling condition(s) arose out of or in the course of their employment with the District. Prior to the placement of an employee under this provision, the District shall notify the Union.

C. Property Damage

The Board will repair, reimburse or replace for employees the current value of clothing or personal property



damaged or destroyed as a result of an accident, act of vandalism, or assault and/or battery upon them suffered in the good faith performance of their employment. Limitations upon this right include: (a) a maximum recovery of \$250.00 per incident; (b) the loss is covered by insurance; (c) reimbursement can be obtained from other sources; (d) the loss is associated with particularly valuable property, relative to the nature of the job assignment (examples: designer suits, lost diamonds, heirloom jewelry, etc.); (e) vandalism to an automobile which is associated merely with its present on school property, as opposed to some job-related action by the employee; (f) the claim is not made within a reasonable period of the loss; and/or (g) the employee fails to cooperate with the investigation of the loss.

Disputes arising from this section shall be resolved by an ad hoc committee, comprised of the Union president/designee, the claimant, a representative from the Personnel office, and a representative of the Employee Benefits office.

#### 39. NO STRIKE CLAUSE

- A. The Union agrees that neither it nor its members nor any persons acting on its behalf will cause, authorize, support or take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from their position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) to occur during the life of this Agreement for any purpose whatsoever.
- B. In the event of any action in violation of the foregoing, the Union agrees to post notices immediately at any or all schools affected, or otherwise communicate with persons violating this provision by all means at its disposal, that said activity is unauthorized by the Union and in violation of this Agreement and shall advise such persons to discontinue immediately said activity, and the Union, further, will use every other means at its disposal to assist in the immediate termination of such activity.
- C. The Union will not directly or indirectly take reprisals against an employee who continues, or attempts to continue, his/her duties, or who refuses to participate in any of the activities prohibited by this Article.
- D. The Board will have the right to all remedies available at law for violation of this Article, including injunctive relief and/or damages against any person, group, or organization violating this Article.



40. NEGOTIATING PROCEDURES

- A. At least sixty (60) days prior to the expiration of this Agreement, the Union and the Board will begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment.
- B. This Agreement incorporates the agreement reached by the parties on all agreed issues which were subjects of negotiation. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment to this Agreement.

41. SALARY SCHEDULE

		FAMILY HELPERS		
		1995-96	1996-97	1997-98
1.	Beginning	\$ 9.24	\$ 9.42	\$ 9.51
2.	End of one year	10.02	10.22	10.32
3.	End of two years	10.23	10.43	10.53

		FAMILY HELPER COORDINATOR		
		1995-96	1996-97	1997-98
1.	BEGINNING	\$ 9.84	\$10.04	\$10.14
2.	END OF ONE YEAR	10.62	10.83	10.94
3.	END OF TWO YEARS	10.83	11.05	11.16

Authorized overtime worked in excess of forty (40) hours in any one week shall be paid for at time and one-half the regular rate.

42. EFFECTIVE DATE AND TERMINATION OF AGREEMENT

This Agreement shall become effective as of August 21, 1995 and shall continue in full force and effect until 11:59 p.m., August 20, 1998.

UNIT NEGOTIATING COMMITTEE OF  
THE INTERNATIONAL UNION OF  
THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES OF  
COUNCIL 25, LOCAL UNIT #1390

By Nancy Loggia  
Unit Chairperson

By \_\_\_\_\_  
Committee Person

Date 5-15-97

Date \_\_\_\_\_


By   
Union Staff Representative

Date MAY 14th, 1997

BOARD OF EDUCATION

By   
President

Date 5/15/97

By   
Secretary

Date MAY 14, 1997

