

6/4/02

6/30/2002

**MASTER AGREEMENT**

**Between the**

**LAKE CITY AREA SCHOOLS**

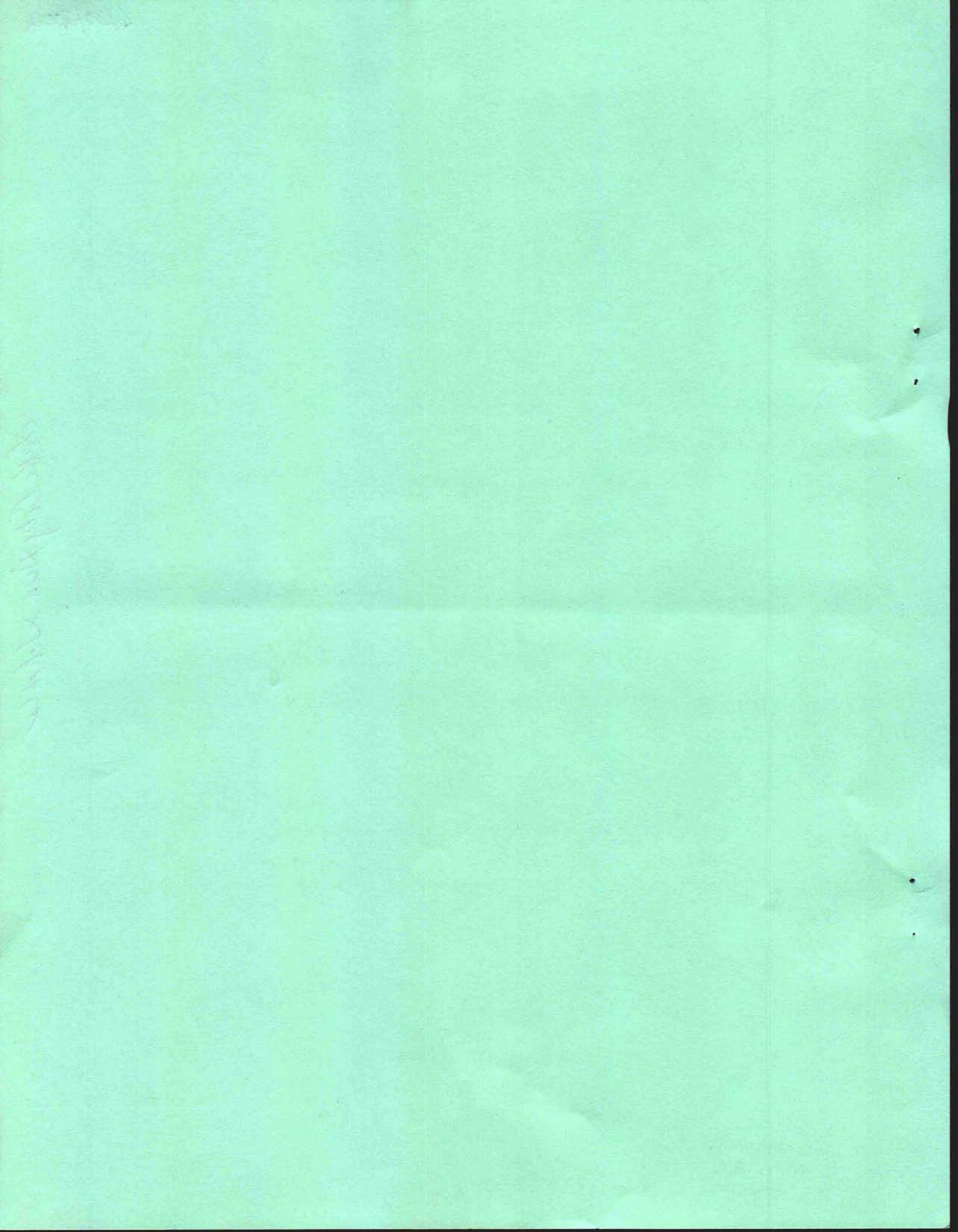
**And the**

**Lake City Support Staff Federation**

**1998 - 2002**

**CUSTODIAL/MAINTENANCE CONTRACT**

*Lake City Area Schools*



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## AGREEMENT

This agreement is made by and between the Board of Education of the Lake City Area School, Missaukee County, State of Michigan hereinafter called the "Employer", and the Lake City Support Staff Federation affiliated with the Michigan Federation of Teachers/AFT/AFL-CIO, hereinafter called the "Union".

## PREAMBLE

Whereas, the Board of Education is required by law to negotiate with the Union on wages, hours and working conditions for all employees represented by the Union, and the parties, through negotiations in good faith have reached agreement on all such matters and desire to execute this contract covering such agreement.

## ARTICLE I – RECOGNITION

### Section 1:

The Union shall be, and is hereby recognized, as the sole and exclusive collective bargaining agent with respect to wages, hours of employment and conditions of employment for the employees of the employer as defined in this paragraph. The term "employees", as used in this agreement, shall mean Maintenance-Custodians, excluding supervisors and all temporary summer help and any students hired under federal programs.

### Section 2:

The Employers and the Union, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit regardless of whether or not such member belongs to the Union, accept the following method designated to enable all such members of the bargaining agent in their behalf:

- A. Within thirty (30) days after employment, or the execution of this agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Union and execute an authorization permitting the deduction of Union dues.
- B. Any member of the bargaining unit who has not joined the Union and executed an authorization for deduction of Union dues during such period, or having joined has not continued to pay Union dues, shall immediately execute an authorization permitting deduction of service fees, representing the proportionate share of collective bargaining costs as determined by the Union. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Union.

- C. The Employer agrees to notify all employees in the bargaining unit (those employed at the time of execution of this agreement or its extensions or renewals, as well as new hires) of the above-stated thirty (30) day period and provide the Union with the name(s) of such employees and date of employment.**
- D. Failure within the above-stated thirty (30) days to deliver authorization for deduction of either new Union dues or the above-described service fee shall constitute a basis for discharge and the Employer agrees, upon receipt of notification from the Union, that a member of the bargaining unit has failed to execute such authorization within the specified thirty (30) days, to discharge such employee within five (5) days; it is understood between the parties of this agreement that such requirement is a condition of continued employment with the Employer.**
- E. In the event an employee is dismissed for failure to tender required authorized amounts and is subsequently offered re-employment by the employer, such unpaid amounts shall be required to be paid by the Union by the applicant as a pre-condition to re-employment.**
- F. The Lake City Support Staff Federation shall indemnify and save the Employer harmless against any and all claims, demands, suits, judgments, damages or other forms of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this article. The Employer reserves the right to hire counsel at the Employer's expense.**

**CHECK-OFF OF UNION DUES & INITIATION FEES**

The Board agrees to deduct current regular monthly Union dues and initiation fees, as certified by the Federation, from the pay of any employee who has fully executed and furnished the Board with an authorization form as shown below:

**“I, the undersigned, do hereby authorize and direct my employer to deduct from my wages the membership initiation fees or dues in the amount fixed pursuant to the Constitution and By-Laws of the Union or its designated agent, pursuant to the provisions of any current or future collective bargaining agreement.**

**This authorization shall remain in effect until revoked by me, and shall be irrevocable for a period of one year from date hereof or until the termination date of any applicable collective bargaining agreement, whichever occurs sooner, unless I revoke it by sending written notice to my employer and Union by registered mail, only during a period of five (5) days immediately succeeding the termination date of any yearly period, it shall be automatically renewed as an irrevocable check-off from year to year until duly revoked as herein provided.”**

**Date** \_\_\_\_\_

**Name** \_\_\_\_\_

**(Please Print)**

**Social Security Number** \_\_\_\_\_

**Employee’s Signature** \_\_\_\_\_

**The Board agrees to forward the amount of initiation fees or Union dues deducted each month to the Union, a list of those from whom deductions will be furnished to the Union at the same time.**

**The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason, action taken or not taken by the Board in compliance with the provisions of this Article, in reliance upon initiation fees or dues deductions, authorizations which have been furnished to it.**

**The Board agrees to furnish to the Union a list of all employees who have not signed check-off authorizations and who have been employed for a period of sixty (60) days or longer as of the first of each month.**

**ARTICLE II  
DEFINITION OF RIGHTS AND RESPONSIBILITIES**

**Section 1: Rights of the Employer**

- A. It is agreed that all rights and prerogatives which ordinarily vest in and have been exercised by the employer, except those which are relinquished herein by the employers, shall continue to vest exclusively in and be exercised exclusively by the employer during the term of this agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:**
- 1. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.**
  - 2. The right to establish, modify or change any work hours or days.**
  - 3. The right to direct the working forces, including the right to hire, promote, transfer, discipline and/or re-assign employees, assign work or duties to employees, determine the size of the work force and to layoff employees.**
  - 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work, the institution of new and/or improved methods or changes therein.**
  - 5. Adopt reasonable rules and regulations.**
  - 6. Determine the qualifications of employees.**
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this agreement.**

**Section 2: Rights of the Union**

- A. The Union and its representatives shall have the right to use rooms in the school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make reasonable charge therefore. No charge shall be made for the use of rooms one-hour before the commencement of the school day nor until seven p.m. of that day. Such use will require that the Union follow the established building scheduling procedures.**
- B. The Union shall have the right to post notices of its activities and matters of Union concern on a bulletin board located in the custodial break rooms. Said notices and other Union materials may also be circulated through office mail service. The Union shall identify its materials as Union publications.**

- C. The Board shall make available to the Union within a reasonable time statistics, records, work schedules or other information which the Union reasonably needs for preparation of bargaining demands, for implementation of the terms of this agreement. (It is understood that this provision in no way requires the Board to compile materials in ways such material is not normally compiled.)
- D. The Union president or his/her designee shall be permitted reasonable release time for Union business for the purpose of investigating and presenting grievances during work hours, provided that approval is secured by his/her immediate supervisor.

**ARTICLE III  
DISCHARGE AND SUSPENSION**

- A. Discharge of an employee in the bargaining unit during the probationary period shall not be grievable.
- B. No employee shall be disciplined, reprimanded, discharged or suspended without just cause.
- C. An employee disciplined, reprimanded, discharged or suspended, who considers such discipline, reprimand, discharge or suspension without good cause, shall present a grievance or such action as provided in the grievance section of this agreement.
- D. The Board recognizes and subscribes to the philosophy of progressive discipline including:
  - 1. Verbal warnings
  - 2. Written warnings
  - 3. Suspension
  - 4. Discharge
- E. If discharge of an employee is to be considered because of inadequacies observed in the employee's work, such action must be preceded by:
  - 1. Observation of the inadequacies by the employee's immediate supervisor through the evaluation process described elsewhere in this agreement.
  - 2. Direction that the employee must improve and the consequences of failure to do so.
  - 3. Opportunity for the employee to make improvements.
  - 4. Assistance from the immediate supervisor and/or administrators and district resources to help the employee improve.



**ARTICLE IV  
EVALUATIONS**

- A. All employees in the bargaining unit shall be evaluated by their immediate supervisor at least once per year.**
- B. Each employee upon initial employment or the beginning of the school year, whichever is later, shall be appraised of the specific criteria upon which s/he will be evaluated.**
- C. Each employee shall be given a copy of his/her evaluation. If an employee is rated unsatisfactory, a conference shall thereafter take place between the immediate supervisor and the employee. The employee may request the presence of a Union representative at this mattering.**
- D. Substantiated complaints or concerns previously discussed with the employee may be a part of the evaluation.**

**ARTICLE V  
PERSONNEL FILES**

- A. An employee shall be permitted to inspect the contents of his/her personnel file. A union representative may be present if requested by the employee. Only one file containing evaluative material shall be maintained for each employee.**
- B. The employee shall sign and date any materials placed in the file.**
- C. All material making adverse reference to an employee's competence, character or manner shall be placed in a file only with an employee's knowledge within a reasonable time after receipt of discovery of said material. An employee shall have the right to attach his/her comments thereto within a reasonable period of time.**

**ARTICLE VI  
SENIORITY**

**Section 1:**

- A. All vacancies, whether created by expansion, resignation, discharge, transfer, leaves or promotion shall be filled by the applicant possessing the necessary qualifications. (i.e. seniority, ability to perform work, physical fitness to perform available work and or other qualifications determined by the employer). When seniority between applicants is found to be equal, other qualifications shall be considered.**

- B. In the event of a dispute over the relative equality of other qualifications is considered, (as addressed in paragraph A. above), a trial period of thirty (30) working days shall be granted to the employee. Such period shall be requested by the grievance committee of the Union after discussion of the problem with the employer. The question of ability and/or physical fitness for the job shall be determined by the employer at the end of the trial period.**
- C. Whenever any vacancy within the bargaining unit occurs, the Board agrees to provide for posting of the position and to give written notice of the vacancy to the Union. No vacancy shall be filled until it has been posted for at least five (5) working days.**

**Section 2:**

**In the event of a reduction in force which requires the layoff of an employee from the system, the employee with the least seniority within the bargaining unit shall be the first to be laid off regardless of his position. However, in order to be retained or recalled, the employee or employees involved must be able to perform available work efficiently.**

**Section 3:**

**When it is necessary to curtail the number of employees, the employee(s) on the job with the least seniority in the bargaining unit will be released from such job. Such employee will then be allowed to displace an employee with less seniority on another job in the bargaining unit.**

**Section 4:**

**New employees will be on probation for a period of sixty (60) work days before they accrue seniority rights and the right to release such probationary employees shall be vested exclusively in the employer regardless of other provisions of this agreement. However, legal Union activity shall not be a reason for discharge. Probationary employees retained in excess of sixty (60) workdays shall have seniority from first date of hire.**

**Section 5:**

**When temporary vacancies occur, they will be filled on the basis of seniority and qualifications without undue interference with the regular work schedule. All shift openings must be posted. When permanent vacancies occur and no employee bids on the shift opening, the last individual employed can be assigned to the posted vacancy.**

## ARTICLE VII WAGES AND HOURS

### Section 1:

The standard workweek for all full time Maintenance/Custodians employees shall be established at forty (40) hours per week. The workweek is established as five (5) days a week from Monday through Friday. The normal workday shall be eight (8) hours, excluding non-paid lunch periods. All Maintenance/Custodians shall remain in their respective buildings during this work time unless directed otherwise by his/her immediate supervisor or Superintendent of Schools.

### Section 2:

When overtime work is required of employees by this agreement, they shall be rotated according to seniority. Any employee who does not accept overtime work when offered must wait until the rotation is completed before he can, again, claim overtime work. In the event that no employee accepts overtime work, the employer may assign such work to employees on a rotating basis according to inverse seniority.

### Section 3:

Overtime work will be permitted only when authorized by the Superintendent of Schools.

### Section 4:

Employees reporting late for their shift are not to work over to make it up. Deduction will be made for the amount of time they were late. The hour will be divided into ten (10) minute segments.

### Section 5:

Employees called in on an emergency shall be paid not less than two-(2) hours overtime pay. Employees shall remain for as long as deemed necessary by an administrator or his/her immediate supervisor.

### Section 6:

- A. The shifts for Maintenance/Custodians during the school year and summer will be determined by the employers.
- B. General duties and shift assignments shall be covered by appointed supervisor on or 2 weeks before the following dates: August 15, November 1, March 15 and May 15.

**Section 7:**

Two (2) coffee breaks of a maximum of fifteen (15) minutes each shall be allowed full time employees. Allotted time for coffee breaks and lunch period is inclusive of any movement time.

**Section 8:**

When school is called off, commonly referred to as a “snow day”, or “Health day”, by the appropriate school official, workers governed by this contract will not report to work. Their wages and benefits will be paid for that day.

Employees will not be required to work on the first two (2) “snow days” or “health days” of each school year. The superintendent may call on employees to report for work on any additional “snow days”. Employees will not receive additional compensation if called to work on these days. An employee will not be penalized he/she is unable to report for work his/her regular shift hours.

This Section does not include the “snow days” that are called after the school day begins.

**Section 9:**

A. Salaries shall be as follows:

	1998-99	1999-00	2000-01	2001-02
Probationary Period (60) days	\$10.63	\$10.86	\$11.13	\$11.35
First Year	11.53	11.78	12.07	12.31
Second Year	12.44	12.72	13.03	13.29

B. When an employee work the majority of their working hours, after 12:00 noon, they shall receive a 5% Shift Premium.

C. The Board reserves the right to place new employees at whatever salary level the Board feels appropriate.

D. The Board reserves the right to place new employees at whatever salary level the Board feels appropriate.

**Section 10:**

An outer winter garment, gloves and winter boots shall be part of the uniform provided. These items shall be used for school related work.

**Section 11:**

**Longevity – The employees covered by this agreement shall be paid longevity according to their date of hire within the Lake City School System. The cut-off date for determining longevity will be December 1<sup>st</sup> with payment made on the first pay in December. Longevity to be based as follows:**

<b>Years of Service</b>	<b>Longevity Pay</b>
<b>10</b>	<b>\$400</b>
<b>15</b>	<b>\$600</b>
<b>20</b>	<b>\$800</b>

**Longevity accrual time cannot accumulate during unpaid leaves. It shall accumulate according to seniority.**

**ARTICLE VIII  
VACATIONS**

**Section 1:**

**Employees covered under this agreement shall be entitled to vacations as follows:**

<b>One (1) Year Experience</b>	<b>One Week</b>
<b>Two (2) to Seven (7) Years</b>	<b>Two Weeks</b>
<b>Eight (8) to Thirteen (13) Years</b>	<b>Three Weeks</b>
<b>Fourteen (14) Years and Over</b>	<b>Four Weeks</b>

**Section 2:**

**Vacation time shall be based on a July 1<sup>st</sup> starting point. All new employees shall be pro rated from July 1<sup>st</sup>.**

**Section 3:**

**Employees who have worked less than one (1) year shall be able to accumulate paid vacation days at the rate of one half (1/2) day per month. A maximum of five (5) paid vacation days may be thus accumulated.**

**Section 4:**

**The vacation week shall be construed to mean the employee's regular workweek with pay for forty (40) hours at regular rate.**

**Section 5:**

Vacations shall be established by the employer and shall take into consideration requests of the employees according to seniority. A staggering of vacation period will be allowed by the Superintendent to maintain a minimum of interference with the work schedule. Vacation periods are not accumulative from year to year.

**Section 6:**

Failure of an employee to receive permission in advance of vacation absence will result in loss of salary benefits for the period of that absence and may result in disciplinary action.

**ARTICLE IX  
HOLIDAYS**

**Section 1:**

Employees covered under this agreement will be entitled to the following holidays off with regular pay:

- |    |   |   |
|----|---|---|
| A. | Labor Day<br>Thanksgiving Day<br>Friday following Thanksgiving<br>Christmas Day | New Year's Day<br>Good Friday<br>Memorial Day<br>Fourth of July |
|----|---|---|
- B. If Christmas and New Year's falls on Thursday, the Friday after will be allowed as time off with pay.
- D. Where such a holiday falls on Saturday, employees will be released at least by noon of the preceding day for the full day unless an emergency is presented with normal work loads.
- E. Holidays occurring during the vacation period of an employee are not compensable nor shall the vacation period be extended by reason of a holiday occurring it unless the employer required the vacation to be taken at that time.

**Section 2:**

If school is closed for the opening day of deer season, all Maintenance/Custodians within the bargaining unit will have that day off with pay.

**ARTICLE X  
SICK LEAVES AND OTHER LEAVES**

**Section 1: Sick Leave**

- A. Upon initial employment and each year thereafter, each full time employee shall be granted twelve (12) sick days and two (2) personal days. Employees shall be entitled to sick leave when they are incapacitated by illness or disability to the extent that they are unable to perform their normal job duties. Sick leave days are to be used exclusively for illness of the employee and/or a member of his/her immediate family, when the employee is responsible for the care of that member. Sick leave may also be used for doctor appointments which cannot otherwise be scheduled.**
- B. Sick leave days are to be used solely and exclusively for illness of the employee and or a member of his/her immediate family. (Immediate family shall include: spouse, children, parents, parents-in-law, grandparents, grandparents-in-law, brothers, sisters or any person whose care the employee is responsible.) Sick leave may also be used for doctor appointments for the employee, which cannot otherwise be scheduled.**
- C. Used sick days shall accrue to a maximum of one hundred twenty (120) days.**
- D. In the event that an employee is absent due to illness for five (5) consecutive days, the Board may, at it's own expense; request an examination by an independent physician.**
- E. Sick leave is understood by the parties to include any medical disabilities due to pregnancy and/or childbirth (pre- and post-natal).**
- F. An employee who does not use more than one (1) sick day during a given year shall be credited with one (1) additional day which can be taken as a vacation day.**

**Section 2: Personal Leave**

**An employee planning to use a personal leave day or days shall request permission from the employer at least two (2) working days in advance, except in cases of emergency.**

### **Section 3: Severance Pay**

Severance pay for unused sick time will be granted on the base pay at the time of retirement from the district according to the following schedule: 25% after ten years service, 50% after 20 years service, with \$2000.00 maximum.

### **Section 4: Jury Duty**

An employee who serves on jury duty shall be paid the full amount he/she would have earned for each day to a maximum of ten (10) days in which the employee reports for or performs jury duty and on which he/she otherwise would have been scheduled to work, provided the employee turns over to the employer the amount received for jury duty on the days when the employee would otherwise have been undertaking regular assigned work in the district. If an employee is paid mileage by the court, such employee shall retain the mileage payment.

### **Section 5: Extended Child Care Leave**

- A. An Extended Child Care Leave without pay shall be granted to any employee, provided that the employee applies in writing to the Board at least thirty (30) days prior to the date such leave is to commence, except in the case of emergency.
- B. The employee's request for leave shall include the beginning date of the requested leave and shall include the employee's date of return.
- C. An Extended Child Care Leave shall be granted for up to a maximum of one (1) calendar year per child.
- D. An Extended Child Care Leave which has been applied for and granted in anticipation of such need may be rescinded by the employee at any time prior to its commencement.
- E. An employee may make written application to the superintendent for reinstatement prior to expiration of the leave granted by the employer. However, the employer reserves the right in its sole discretion to approve accelerated termination of leave on the basis of each individual case.
- F. The employee will not receive seniority credit for the duration of the extended Child Care Leave.
- G. Upon return from such leave, the Employee shall be returned to the same position held prior to the leave or a comparable position if the same position no longer exists. If there is no vacancy, the lay-off procedure will be implemented to determine who among the employees (including the returning employee) will fill the available positions.



- H. Failure to return from a leave on the date specified without reasonable cause shall be deemed a resignation unless mutually agreed upon by the employer and the employee prior to said date.**
- I. Extended Child Care Leave shall provide no experience credit on the salary grid. Upon return from leave, the employee shall be entitled to all benefits accrued to said leave.**

#### **Section 6: Funeral Leave**

**Employees shall be granted up to five (5) paid leave days following a death in the immediate family. (Immediate family: Spouse, children, parents, parents-in-law, grandparents, grand children, grandparents-in-law, brothers, sisters, or any person for whose financial or physical care the employee is primarily responsible.) When funeral arrangements or other demonstrable obligations fall on an employee following death of any person not covered above, this provision shall be extended to include that person.**

#### **Section 7: Unpaid Leave**

**An employee requesting an unpaid leave of absence for any reason other than illness shall make application to the Superintendent of Schools in writing, stating the length of leave requested and the purpose thereof. Approval rests solely with the employer.**

#### **Section 8: Unpaid Leave Conditions**

**Employees on unpaid leaves will not be covered by any employer fringe benefits. A person on unpaid leave may however continue group coverage in such fringe benefits by paying the employer for such coverage at such time as the premiums are due.**

**Failure to return after termination date of leave, unless such failure is legitimately excusable in the judgment of the employer, shall constitute termination of employment.**

**ARTICLE XI  
INSURANCES**

**Section 1:**

The Employer will select the insurance carrier for the group life, accidental death and dismemberment, and sickness and accident coverage. Benefits will be subject to standard provisions set forth in the policy or policies.

**Section 2:**

**A. Health Insurance**

The health insurance will be 3 Star LA High passive PPO, 2/7/7/2 co-pay drug coverage, \$50/\$100 deductible reimbursed by the district. In 1999-2000, this will be cost free to the employee.

Year	District will pay up to this percent of increase	Employee will pay this percent of increase*	Split 50/50 between district and employee*
2000-2001	10	10.1-14	Over 14
2001-2002	9	9.1-13	Over 13
2002-2003	8.5	8.51-12	Over 12

Note 1: All caps will be based on the previous year's rates (for premium rate increase).

Note 2: Any payment made by employee in one year will "carryover" to next year(s).

Note 3: In an effort to control cost and prevent the employee from having to pay, it is agreed that a collaborative committee will be formed to consider possible carrier and/or policy changes. Prior to institution of a change of carrier and/or policy, the Board and Federation shall mutually agree through a committee of management representatives and two Custodial employees.

**Section 3: Life Insurance:**

The Board will provide without cost for each full time employee \$25,000.00 term life insurance including AD&D.

**Section 4:**

Insurance coverage shall cease one month following the end of the policy month in which an employee is laid-off, retires or terminates employment.

**Section 5:**

Hospitalization insurance for a new employee shall become effective thirty (30) days after the first day of employment. Life insurance shall become effective immediately upon employment.

**Section 6:**

There shall be no double coverage paid by the school district. Employees not electing health insurance shall receive four hundred dollars (\$400) to be used through a Section 125 plan.

**Section 7:**

School-related injury, which arises out of or occurs in the course of employment of an employee, shall be promptly reported to the Superintendent. The employee shall be supplied with the appropriate forms in the event of a school-related accident.

**Section 8:**

A retiree after age 62 may participate in the hospital-medical insurance program through self-pay subject to the approval of the insurance carrier.

**Section 9:**

The Board will provide the "Basic" vision plan without cost up to \$100.00 for the employee and family at 1993-94 MEBS (Michigan Employee Benefit Services) benefit level.

**Section 10:**

The Board will provide dental without cost up to \$600.00 for the employee and his/her family at the 1993-94 SET dental plan benefit level.

**ARTICLE XII  
STRIKES AND LOCKOUTS**

**Section 1: Strikes**

The Union agrees that during the life of this agreement neither the Union nor its agents will authorize, instigate, aid, condone, or engage in a work stoppage, slowdown, or strike.

**Section 2: Lockouts**

The employer agrees that during the same period there will be no lockouts.

**ARTICLE XIII  
GRIEVANCE PROCEDURE**

**Section 1:**

A grievance shall be defined as a violation, misinterpretation, or misapplication of the terms of this Agreement.

The following matters will not be the basis of any grievance:

- A. Discharge of employees in the bargaining unit during the probationary period shall not be grievable, provided:
  - 1. The employee is furnished with written evaluations based on direct observations, which evaluations specifically describe job-related deficiencies and contain constructive suggestions and/or methods for improvement under administrative guidance, and;
  - 2. The employee, prior to the date of discharge, receives a definite written statement containing the reasons for discharge, which reasons are based upon the prior written evaluations.

**Section 2:**

An aggrieved person shall mean any member or members of the bargaining unit, or the Union in its own behalf, making the complaint. Whenever notice is used, it is intended that such be written notice to all parties concerned. The term days shall mean duty days, except where otherwise indicated.

**Section 3: General Principles**

- A. A grievance may be withdrawn at any level, but withdrawal shall not extend the time limits hereinafter specified.
- B. Hearings and conferences held under this procedure shall be conducted at times other than when aggrieved persons are scheduled for duty, unless it is impossible or unreasonable to do so. If scheduled during duty hours, the employee involved shall suffer no loss of pay.
- C. Forms for filing and processing grievances shall be given appropriate distribution so as to facilitate the operation of the grievance procedure. Any written grievance not substantially in accordance with the form may be rejected as improper, and such rejection shall not extend the time limits.
- D. No decision or adjustment of a grievance shall be contrary to any provisions of this Agreement.

- E. Failure by the employee and/or the Union at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.**
- F. If the employer or its designated agents fail to communicate a decision on a grievance within the specified time limits the grievance may be appealed to the next step.**
- G. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced to writing and signed by the parties. The arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.**
- H. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement.**
- I. The arbitrator shall have no power to establish salary scales or to change any salary.**
- J. The arbitrator shall have no power to decide any question which, under this agreement, is within the exclusive responsibility of the employer to decide. In rendering decision, the arbitrator shall give due regard to the responsibility of the Board, and shall so construe this agreement that there will be no interference with such responsibilities, except as they may be conditioned by this Agreement.**
- K. The arbitrator shall have no power to interpret State or Federal law.**
- L. No arbitrator shall hear more than one grievance at any one hearing without mutual consent of the Employer and the Union.**
- M. The Board and the Union each shall bear the full costs of their representative counsel in the arbitration.**
- N. The arbitrator's fees shall be assessed against the parties in a proportion to be determined by the arbitrator.**
- O. It is the intention of the parties, where possible, that the issue(s) to be arbitrated, the relevant facts comprising the issue(s) and the remedy or remedies sought shall be jointly stipulated by the Employer and the Union, or if the parties are unable to agree to such stipulation, each party of interest shall submit a written stipulation of the issue(s) to the arbitrator in advance of the hearing date.**
- P. The decision of the arbitrator shall be final and conclusive and binding upon employees, Employer, and the Union.**

#### **Section 4: Procedure for Adjustment of Grievances**

1. Grievance shall be presented and adjusted in accordance with the following procedures.
  - A. **Step 1 – Informal conference**
    1. A complaint shall first be discussed with the immediate supervisor with the object of resolving the matter informally by the aggrieved person, his Union representative, or both.
    2. In the event the matter is resolved informally and the Union representative was not present at the adjustment of the complaint, the immediate supervisor shall inform the Union of the adjustment.
  - B. **Step 2 – Written Procedure, Immediate Supervisor:**
    1. In the event the matter is not resolved informally, the grievance, state in writing on the form provided for such purpose, may be submitted to the immediate supervisor within fifteen (15) days following the discovery of the act or condition forming the basis of the grievance, or within fifteen (15) days of when the grievant should reasonably have known of the act or conditions, whichever shall occur first.
    2. Upon investigation of the issues involved, the immediate supervisor shall, within five (5) days) following receipt of the grievance, communicate his decision in writing on the form provided, together with supporting reasons, to the principal, the union representative, and to the aggrieved person, if any.
  - C. **Step 3 – Written Procedure, Superintendent:**
    1. In the event the matter is not resolved at Step 2, the aggrieved person may, within five (5) days of receipt of the answer at Step 2 appeal to the Superintendent by filing a copy of the grievance form and answers thereto.
    2. Upon investigation of the issues involved, the Superintendent shall, within fifteen (15) days following receipt of the grievance, communicate his decision in writing on the form provided, together with supporting reasons, to the principal, the union representative, and to the aggrieved person, if any.

**D. Step 4 – Written Procedure, Board of Education:**

1. In the event the matter is not resolved at Step 3, the aggrieved person may, within five (5) days of receipt of the answer at Step 3 appeal to the Board by filing a copy of the grievance form and answer thereto.
2. In not less than five (5) nor more than thirty-five (35) calendar days, the Board shall hold a private hearing. The aggrieved person, his union representative, and necessary witnesses, plus administration may be present. At least three (3) days notice shall be given by the Board.
3. Within ten (10) days of the conclusion of the hearing, the Board shall render its decision in writing, including reasons therefore, on the form provided, sending copies to the union, the aggrieved person (if any), and to the administration.

**E. Step 5 – Arbitration:**

Within ten (10) days after receipt of the decision of the Board, the Union may appeal the decision to binding arbitration under the auspices and rules of the American Arbitration Association.

**ARTICLE XIV  
DURATION**

This agreement shall become effective upon ratification and remain in full force until June 30, 2002. All compensation and benefits shall be retroactive to June 30, 1998.

Lake City Custodial Federation

Board of Education  
Lake City Area School

Pete Dylkovic 2-2-00  
Federation President date

James H. [Signature]  
Board President date

Nancy Basel 2-2-01  
Federation Bargaining Member date

Julie A. [Signature] 2-12-01  
Board Secretary date

Michael J. Fearnow 2-2-01  
Federation Bargaining Member date

Lewis E. Burchard 2/12/01  
Superintendent date

**GRIEVANCE FORM**

**Step 1**

**TO** \_\_\_\_\_ **Date Submitted** \_\_\_\_\_  
**FROM** \_\_\_\_\_ **Date grievance discovered** \_\_\_\_\_

**Check one: I do ( ), do not ( ), wish the Union to represent me in this grievance.**

**Statement of Grievance (specify contract sections which apply, plus a detailed statement of the facts giving rise to the grievance.)**

**Remedy Sought (specify)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_

**Statement of Decision (state decision, cite contract sections, and give reasons for decision).**

\_\_\_\_\_  
**Signature and Date**

**Copies:**

- Grievant (1)**
- Employer (2)**
- Union (3)**



**GRIEVANCE FORM**

**Step II**

TO \_\_\_\_\_ Date Submitted \_\_\_\_\_  
FROM \_\_\_\_\_ Date grievance discovered \_\_\_\_\_

**Check one: I do ( ), do not ( ), wish the Union to represent me in this grievance.**

**Statement of Grievance (specify contract sections which apply, plus a detailed statement of the facts giving rise to the grievance.)**

**Remedy Sought (specify, only if different from Step I)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Statement of Decision (state decision, cite contract sections, and give reasons for decision).**

\_\_\_\_\_  
**Signature and Date**

**Copies:**

**Grievant (1)  
Employers (2)  
Union (3)**

**GRIEVANCE FORM**

**Step III**

**TO** \_\_\_\_\_

**Date Submitted** \_\_\_\_\_

**FROM** \_\_\_\_\_

**Date grievance  
discovered** \_\_\_\_\_

**Check one: I do ( ), do not ( ), wish the Union to represent me in this grievance.**

**Statement of Grievance (specify contract sections which apply, plus a detailed statement of the facts giving rise to the grievance.)**

**Remedy Sought (specify, only if different from Step II)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Statement of Decision (state decision, cite contract sections, and give reasons for decision).**

\_\_\_\_\_  
**Signature and Date**

**Copies:**

- Grievant (1)**
- Employer (2)**
- Union (3)**

**GRIEVANCE FORM**

**Arbitration**

**TO** \_\_\_\_\_ **Date** \_\_\_\_\_

**FROM** \_\_\_\_\_ **Date of Decision at  
Step III** \_\_\_\_\_

**Statement (state intent to arbitrate, city details of grievance being arbitrated, and  
attach copies of forms for Step I and II)**

**Request for conference to work out joint and/or separate stipulation of facts and issues  
to be submitted to the arbitrator.**

**Suggested dates** \_\_\_\_\_

\_\_\_\_\_  
**Union Signature**

\_\_\_\_\_  
**Employer response (date for conference, etc.)**

\_\_\_\_\_  
**Signature and Date**

**Copies:**

**Grievant (1)  
Employer (2)  
Union (3)**