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6/30/2001

LINCOLN CONSOLIDATED SCHOOLS

1998 - 2001

AGREEMENT

BETWEEN

LINCOLN
BOARD OF EDUCATION

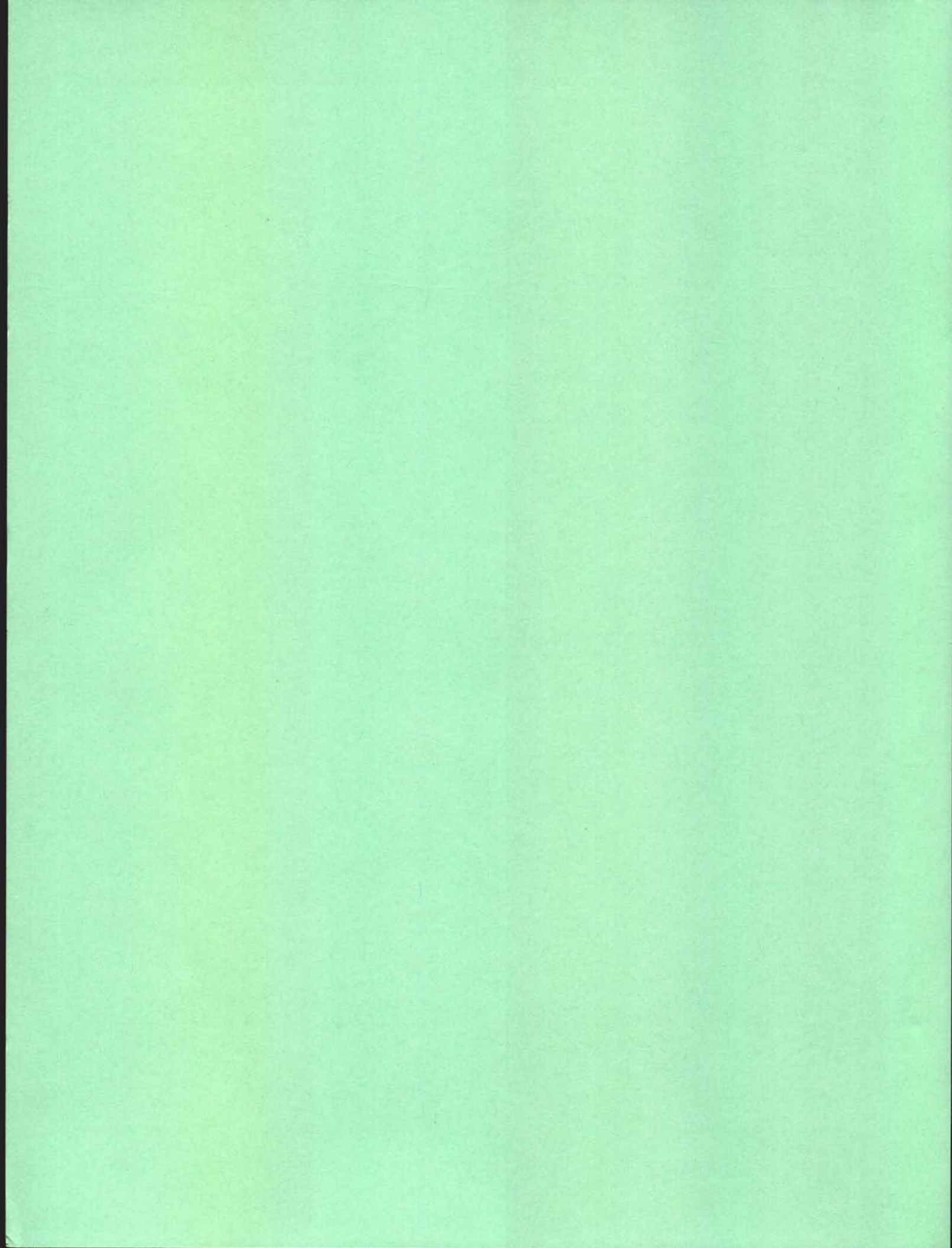
AND

LINCOLN EDUCATION
ASSOCIATES ORGANIZATION

Lincoln Consolidated Schools



LINCOLN CONSOLIDATED SCHOOLS
YPSILANTI, MICHIGAN



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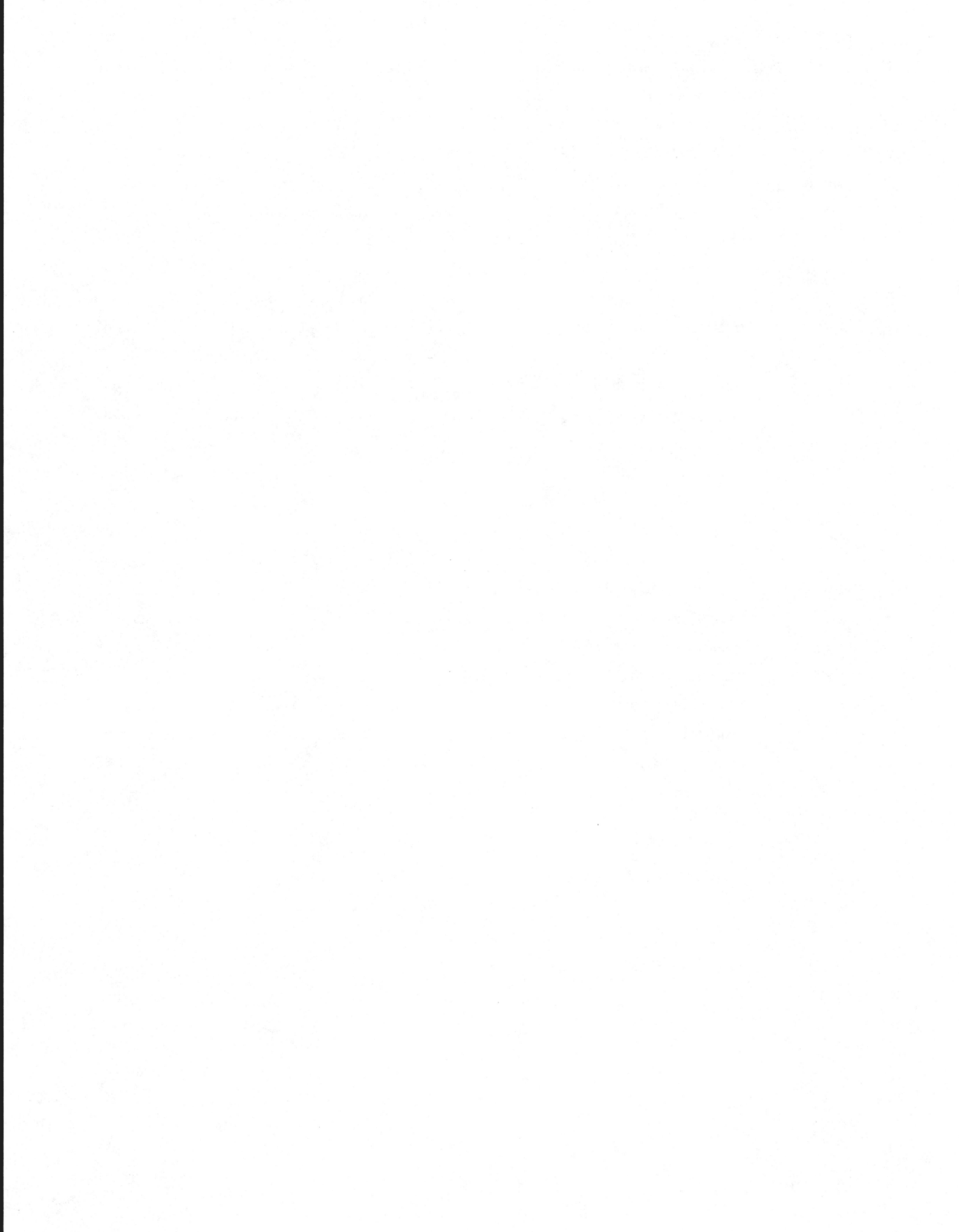
**LINCOLN EDUCATION
ASSOCIATES ORGANIZATION**



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PREAMBLE

This Agreement is entered into, effective July 1, 1998, by and between the Lincoln Consolidated School Board of Education, the city of Ypsilanti, Michigan (hereinafter called the "Employer") and the Michigan Education Support Personnel Association (MESPA), through its local affiliate, the Lincoln Education Associates Organization (LEAO) (hereinafter called the "Union"). The signatories shall be the sole parties to this Agreement.

PURPOSE AND INTENT

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

The parties recognize that the interest of the community and the job security of the employees depend on the Employer's success in establishing a proper service to the community.

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

ARTICLE I
RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by Act 379 of Public Acts of 1965, the Employer does hereby recognize the Union as the exclusive representative of all employees of the Employer included in the bargaining unit described below for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the term of this Agreement.
- B. The bargaining unit includes all regular Food Service Employees, Custodians, Maintenance Workers, Clerks and Secretaries, and Teacher-Paraprofessional Clerks who are employed on a regular basis, excluding the Secretary to the Superintendent, Secretary to the Assistant Superintendent, Secretary to the Director of Business Services, High School students who work no more than twenty (20) hours per week during the school year, noon playground and/or lunchroom supervisors, substitute employees, and all part-time employees who work twelve (12) hours or less per week, and supervisory personnel.
- C. Definitions:
1. Regular employee: An employee who is regularly scheduled to work on a permanent daily basis.
 2. Substitute employee: A person who takes the place of an employee on a non-permanent, day-to-day basis, until the regularly assigned employee returns or is replaced.
 3. Temporary employee: An employee who provides services when help is required and said job assignment or position is not of a permanent nature.
- D.
1. Temporary employees appointed to a temporary position shall, after ninety (90) calendar days, become a member of the bargaining unit and shall come under the terms and conditions of this Agreement.
 2. Temporary and substitute employees shall not be employed if the result would cause vacant and/or newly created positions to not be posted and filled with regular employees, except as otherwise provided herein.

ARTICLE II
EQUAL EMPLOYMENT OPPORTUNITY

- A. It shall be the policy of the Board of Education to recruit and hire without regard to race, sex, marital status, age, color, creed or national origin. It shall further be the policy of the Board of Education that all personnel actions including: rate of compensation, promotion, retirement, transfers, fringe benefits, layoffs, and recall, are administered without regard to race, sex, marital status, age, color, creed or national origin and in accordance with the provisions of this Agreement.

- B. The Board of Education and its representatives will not discriminate against or coerce any employee because of or with respect to any lawful activity or because of an employee's membership or non-membership in the LEAO.

ARTICLE III
EMPLOYEE WELLNESS COMMITTEE

The parties do hereby agree that an employee wellness committee shall be formed consisting of representatives of the Board and representatives of the Association. It is the intent of the parties that representatives from all employee groups in the district shall be represented on this committee (subject to approval from those employee groups).

This committee shall make recommendations to the superintendent regarding programs designed to facilitate a healthier staff and working environment.

ARTICLE IV
FINANCIAL RESPONSIBILITY

- A. The Board shall deduct from the pay of each employee from whom it receives authorization to do so the required amount for the payment of dues or service fees. Such dues, or fees, accompanied by a list of employees from whom they have been deducted from each, shall be forwarded to the LEAO no later than thirty (30) days after the deductions were made.
- B. The LEAO shall notify the Board thirty (30) days prior to any change in its dues or fees.
- C. Dues shall be deducted in ten (10) equal monthly installments from the second paycheck September through June.
- D. Any employee who is not a member of the LEAO in good standing, or who does not make application for membership within thirty (30) days from the date of commencement of duties, or ratification of this contract, as a condition of employment, pay as a service fee to the LEAO an amount equivalent to the dues uniformly required to be paid by members of the LEAO; provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in Article IV. In the event that an employee shall not pay such service fee directly to the LEAO or authorize payment through payroll deduction, as provided in this Agreement, the Employer shall, at the request of the LEAO, terminate the employment of such employee. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge.
- E. This procedure in all cases of discharge for violation of this Article shall be as follows:
1. The LEAO shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the employee that a request for discharge may be filed with the Employer in the event compliance is not effected.
 2. If the employee fails to comply, the LEAO may file charges, in writing, with the Board and shall request termination of the employee's employment.
 3. The Board, upon receipt of said charges and request for termination, shall immediately notify said employee that his or her services shall be discontinued at the end of ten (10) days. In the event of compliance, at any time prior to discharge, charges shall be withdrawn.

- F. All bargaining unit members who are currently members of the Association or are currently paying a service fee, and all new bargaining unit members shall (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditure" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the maximum permitted under the law. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, nor authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit the same to the Association.
- G. Pursuant to *Chicago Teachers Union v. Hudson*, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure. The Association shall provide to all non-members copies of the Association's Policy and Procedures.
- H. The Association agrees to indemnify and save the District, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability which may arise out of or by reason of action taken by the District or its agents in complying with the Article. If at any time this save harmless is declared unenforceable or void, the Agency Shop provision of this agreement shall be declared nugatory.

ARTICLE V
PAYROLL DEDUCTION

The Board shall deduct from the pay of each employee from whom it receives authorization to do so and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, MESSA option plans, or any other plans or programs jointly approved by the Board and the LEAO.

ARTICLE VI
JOINT BOARD AND LEAO MEETINGS

Both parties recognize the value of sharing, discussing, and providing opportunities for resolving problems. Therefore, representatives of the Board designees and the LEAO shall meet the second Tuesday of every month if either party submits an agenda to the other party, no later than five (5) working days prior to that date.

All such conferences shall be arranged through the President of the Union, or a representative, and the Superintendent or designee. Representatives at such conferences shall not exceed five (5) representatives from each party. It is understood that any and all matters of discussion shall not alter or change in any way the provisions of this Agreement.

ARTICLE VII
GRIEVANCE PROCEDURE

A. A claim by an employee, group of employees, or the Union, that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement, or any rule, order, policy, or regulation of the Board, that directly relates to wages, hours, or conditions of employment, may be processed as a grievance as hereinafter provided. All grievances shall be settled in conformity with the following grievance procedure.

1. Signature of the grievant or grievants.
2. It must be specific in nature.
3. It must contain a synopsis of facts giving rise to the alleged violation.
4. It must cite the section or subsection of the contract allegedly violated.
5. It must contain the date of the alleged violation.
6. It must specify the relief requested.
7. At each level, the original grievance form, with notation of disposition, shall be returned to the grievant with a copy to the LEAO President.
8. Failure to comply with 1-7 above shall result in the grievance not being processed beyond the first step unless compliance is met within five (5) working days of notification to the Union of the specific procedural problem.

B. Step 1.

In the event that an employee believes there is a grievance, the employee shall first discuss the alleged grievance with the immediate supervisor, either personally or accompanied by the Union representative. The grievance discussion shall be held within ten (10) days of the time the grievant knew or should have known of the alleged violation.

Step 2.

If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the Union member may invoke the formal grievance procedure through the LEAO. A copy of the grievance shall be delivered to the immediate supervisor within five (5) working days of the informal discussion. If the grievance involves more than one (1) work location, it may be filed with the Assistant Superintendent or designee.

Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the grievant and the LEAO in an effort to resolve the grievance. The immediate supervisor shall indicate, in writing, the disposition of the grievance within five (5) working days of such meeting, and shall furnish a copy thereof to the Union and return the original to the LEAO grievant.

Step 3.

If the LEAO is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, or ten (10) working days from date of filing, the grievance shall be transmitted to the Assistant Superintendent or designee and the grieving party or parties shall have five (5) working days from the date the grievance form is received to submit the grievance to Step 3.

Within five (5) working days, the Assistant Superintendent or designee shall meet with the grievant and the LEAO on the grievance and shall indicate, in writing, his or her disposition within five (5) working days of such meeting, and shall furnish a copy thereof to the LEAO and the original to the grievant.

Step 4.

If the LEAO is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, or ten (10) working days from date of filing, the grievance shall be transmitted to the Superintendent and the grieving party or parties shall have five (5) working days from the date the grievance form is received to submit the grievance to Step 4. Within five (5) working days, the Superintendent shall meet with the grievant and the LEAO on the grievance and shall indicate, in writing, a disposition within five (5) working days of such meeting, and shall furnish a copy thereof to the LEAO and the original to the grievant.

Step 5.

If the LEAO is not satisfied with the disposition of the grievance at Step 4, or if no disposition has been made within the period provided above, the grievance shall be submitted to arbitration within fifteen (15) working days. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

C. Powers of the arbitrator are subject to the following limitations:

1. The arbitrator shall have no power to establish rates of pay or to change any rates of pay.
2. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first render a decision as to the arbitrability thereof. Should the grievance be determined nonarbitrable, it shall be returned to the parties with no opinion on its merits.

- D. The arbitrator shall have the authority, when sustaining a grievance for an employee who is found to have been unjustly discharged, to reinstate with full reimbursement of all compensation. The arbitrator may also order that money or its equivalent be awarded to an employee who is found to have been improperly deprived of compensation or advantage.
- E. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- F. Notwithstanding the expiration of this Agreement, any claim, or grievance arising thereunder, may be processed through the grievance procedure until resolution.
- G.
 - 1. In the event the grievance procedure occurs during the work day, an employee who is directly involved in the grievance shall be excused with pay to participate in the grievance procedure.
 - 2. Directly involved, for purposes of this Agreement shall mean: The grievant or grievants, the LEAO representative or representatives and witnesses whose testimony is pertinent to the grievance.

ARTICLE VIII
COMPENSATION

- A. All twelve (12) month employees shall receive their salary in bi-weekly installments.

All ten (10) month employees shall receive their salary in bi-weekly installments, and may elect twenty-one (21) or twenty-six (26) pays.

- B. Shift Premium.

All employees working the afternoon shift receive a shift premium of five (5) percent of their gross pay. Midnight shift shall receive a shift premium of ten (10) percent of their gross pay. When second or third shift custodial/maintenance employees are moved to the daytime shift by the Employer during the school year to substitute for an absent employee on a daily basis, they will continue to be paid at their regular rate of pay, including shift premium.

- C. Substitutes.

1. A regular bargaining unit member assigned to perform the work of an absent bargaining unit member within the same series will be paid their own regular rate from the starting date for those duties. However, a bargaining unit member's pay rate shall not be reduced as a result of such assignment.
2. Any bargaining unit member who is a certified teacher and substitutes for a teacher, shall be compensated at one-sixth (1/6) of the current daily substitute rate or own regular hourly rate, whichever is higher.
3. No bargaining unit member will be requested to substitute for a building administrator or any other administrator in the district.

- D. Overtime.

1. Overtime, for the purposes of this Agreement, shall be defined as any hours worked in excess of eight (8) hours per day or forty (40) hours per week. Hours worked over eight (8) per day shall not be paid as overtime if the excess hours are worked as a result of flex time or voluntary substitute work.
2. All employees required to work overtime, as defined above, shall receive time and one-half for the extra hours worked. Any employee required to work any Sunday or holiday shall receive double time for the hours worked.
3. In the event that it becomes necessary to require bargaining unit employees to work overtime, the overtime shall be assigned, within the affected classification, on a rotating basis within each building, provided the next person on the rotation list is qualified to do the work. If no one from

within the building volunteers for the overtime, bargaining unit members from outside the building shall be eligible on a rotation basis if qualified for the work. The overtime rotation shall not apply to secretarial employees.

4. Any bargaining unit employee called in from home for emergency duty shall be guaranteed at least three (3) hours pay. This time shall be counted as overtime.

5. At the beginning of each year, all interested custodial seniority employees will have the opportunity to sign up as additional snow removal personnel. A committee composed of the Director of Maintenance and the three full-time maintenance employees will review candidates interested in and available for the snow removal team. All those considered for the main snow removal team (team A) must be available between the hours of 1:00 a.m. and 9:00 a.m. The committee will select candidate(s) to fill opening(s) based on ability and seniority. Two alternates will be selected as additional help for extreme or extended snow removal needs. Selection for snow removal team will take place annually no later than October 15th. Bargaining unit members who are selected and perform snow removal will not be considered in subsequent years until all interested bargaining unit members have had an opportunity to be considered for the snow removal team. All committee decisions will be final.

a. The committee will be responsible for submitting the snow removal team list to the LEAO executive committee.

b. On-the-job snow removal training will be available for custodial employees on a yearly basis.

E. Any bargaining unit member required to a work assignment that necessitates an overnight stay during the normal work week will be paid their regular wages and will be reimbursed any pre-approved required expenses.

F. Holidays.

1. Employees working less than twelve (12) months:

Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas
Day after Christmas
Day before New Years
New Years
Good Friday
Easter Monday
Memorial Day

2. Twelve (12) Month Employees:

Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas
Day after Christmas
Day before New Years
New Years
Good Friday
Easter Monday
Memorial Day

3. A part-time employee working full time during regular school vacation periods shall be paid in full for paid holidays falling during such time periods.

G. 1. Upon resignation or retirement of the employee, beginning with the 25th month of service, the Employer shall pay 25% of all unused sick leave, computed according to the pay rate at the time of resignation or retirement.

2. Upon retirement of the employee, who has completed at least 120 months of service, the Employer shall pay 75% of all unused sick leave computed according to the pay rate at the time of retirement.

3. Upon death of the employee, the Employer shall pay 50% of all unused sick leave, computed according to the pay rate at the time of death, to the employee's estate or beneficiary.

4. Upon retirement, death or resignation of the employee, the Employer shall pay to the employee or the employee's estate 100% of all unused vacation days, computed according to the pay rate at the time of termination.

H. Salary.

All employees in the bargaining unit shall receive an increase in their gross salary as specified in Appendix C. Increments shall be effective on July 1. Employees hired prior to January 1 shall move to Step II in July following their date of hire. The employee's hourly rate of pay shall be stated on each paycheck.

I. Annual Longevity Pay.

1. All eligible employees covered by this Agreement who are on the Employer's active payroll as of the effective date of this Agreement shall be entitled to receive Longevity pay based on their length of continuous service as of their anniversary date with the Employer according to the following rules and schedules of payment. Eligible employees shall be deemed to be employees with sixty (60) months of continuous service, as of their anniversary date.

- a. At the beginning of the 61st month through the 120th month of service, two percent (2%) of the gross income will be paid, per year.
- b. At the beginning of the 121st month through the 180th month of service, four percent (4%) of the gross income will be paid, per year.
- c. At the beginning of the 181st month through the 240th month of service, six percent (6%) of the gross income will be paid, per year.
- d. At the beginning of the 241st month of service, eight percent (8%) of the gross income will be paid, per year.

2. Longevity pay shall be computed as a percentage of the employee's hourly rate.

3. For purposes of this section, continuous service means service calculated from the employee's last hiring date as a regular employee and shall be broken by Quit-Discharge.

4. Employees shall not suffer a break in continuous service if they are absent from work due to layoff, physical disability or authorized leave of absence.

J. Mileage.

Employees required to use their personal vehicle for business purposes, shall be reimbursed at the rate of thirty-two cents (\$.32) per mile.

K. 1. a. Hospitalization Insurance.

Upon proper completion of written application by full-time employees, the Board shall pay the premiums to cover the cost of MESSA's Super Care I with MESSA Care Rider. This insurance shall be a full twelve (12) month period and shall cover the employee's immediate family. If an employee leaves the employ of the school district, coverage shall be canceled within thirty (30) days of the employee's last day on the job (subject to applicable COBRA notice). When appropriate, Medicare premiums will be paid on behalf of eligible employees, spouses and/or dependents.

b. For those members who apply and receive Super Care I health insurance coverage, the Board will pay the one hundred/two hundred dollar (\$100/\$200) deductible directly to the employee.

2. MESSA PAK

PLAN A

1. MESSA Super Care I
2. Prescription Co-pay \$5 for Generic/\$10 for Brand Names
3. \$20,000 Negotiated Life
4. VSP 3
5. Dental: 80%-80/80 \$1,000
80 \$800 with adult Ortho or

50% 50/50 \$1,000
50 \$500 with adult Ortho

PLAN B

1. \$20,000 Negotiated Life
2. VSP 3
3. Dental: 80%-80/80 \$1,000
80 \$800 with adult Ortho or

50% 50/50 \$1,000
50 \$500 with adult Ortho
4. One thousand dollar (\$1,000) Tax Sheltered Annuity (for a plan selected by the Board in five hundred dollar (\$500) stipends biannually).

An employee electing the option package (Plan B) and whose hours are cut so as to make him/her ineligible for part or all of the option package, shall be allowed to option back to the regular Health Insurance Program at the time of such a cutback.

3. For purposes of this article only, full-time custodial and secretarial classifications shall be based on an eight (8) hour day. Full-time for Food Services shall be based on a six (6) hour day.
 - a. Employees who work less than twenty-one (21) hours a week are not eligible to receive Board paid fringe benefits.
 - b. Those employees who work twenty-one (21) hours or more but less than full time, who were employed in the bargaining unit on September 1, 1985, will continue to be eligible for Board paid premiums for full fringe benefits.
 - c. Employees hired after September 1, 1985, who work twenty-one (21) hours or more but less than full-time will be eligible for prorated fringe benefits.
4. Open Enrollment.
 - a. Enrollment shall be as specified by the carrier.

- b. Any employee on leave or layoff shall have the option of retaining his/her fringe benefits or any payroll deduction programs by paying the appropriate group fee to the Business Office monthly or, if appropriate, directly to the carrier(s). For employees on unpaid leave under provisions of Article XI G. 1. below, the district shall continue to provide health insurance premium payments. The employee will be entitled to have monthly health insurance premium payments continued for a number of months equal to the employee's years of service with the school district. Fractional years of service shall be rounded to the nearest full year.
 - c. An employee is responsible for coverage application and/or notification of change in family status. Failure to apply for proper coverage and/or notification of change in family status is entirely the responsibility of the employee and shall not result in any cost or expense to the district. The Employer shall provide all employees with a written reminder of this responsibility annually.
 - d. In the event an employee's out-of-district health insurance coverage is terminated, the employee must apply for insurance coverage no less than forty (40) days prior to termination of the insurance. Failure to apply in a timely manner may result in lapse of coverage between the out-of-district employer's insurance and Lincoln Schools' insurance.
5. Employee coverage for all insurance paid for by the Board shall be subject to the rules and regulations of the carrier.
6. a. Prohibition of Dual Coverage.
- It is understood that insurance coverage paid for by the District is not to provide double coverage for employees or their families. If an employee or his/her family is covered under another policy, the employee shall elect which coverage he/she wishes to receive and must notify the District of the election. Falsification of information concerning double coverage may result in loss of insurance coverage for the employee and disciplinary action up to and including discharge.
- b. Hardship Committee.
- A committee composed of two members appointed by the Board and two members appointed by the Union will be formed to review petitions from employees on a case-by-case basis who request consideration for exemption from the prohibition of dual coverage language.

- c. Exemption will not be considered merely because a spouse's Employer requires the spouse to take an entire insurance package. Consideration will be given for serious reasons, including, but not limited to; if the spouse's insurance is minimal in nature and the spouse is required to take the insurance, if the spouse, because of impending retirement, is required to retain or resume coverage for a short period of time or if the spouse's health insurance (which the spouse is required to take) does not provide for a benefit and the one thousand dollar (\$1,000) benefit noted in K. 2. above does not make up the difference.

- d. The Committee will make its recommendation to the Board. Prior to the Board reviewing the recommendation, the employee shall, within five (5) days of the Committee's recommendation, have the right to grieve the recommendation at the Superintendent's level. The final decision for the grievance and the recommendation shall rest with the Board.

The employee may not request arbitration for Committee, Administration or Board decisions regarding hardship requests.

ARTICLE IX
SENIORITY, LAYOFFS, REDUCTION OF STAFF

Prior to the implementation of any reduction in the bargaining unit's work force, the Board shall meet with the Union for purposes of discussing the specifics of the layoff. At that time, the Board shall furnish the Union with a current copy of the bargaining unit seniority list, a list of positions considered for elimination, and a list of employees to be laid off.

A. Seniority.

1. Seniority shall be defined as length of service within the bargaining unit as of the employee's first working day. In the circumstance of more than one (1) individual beginning employment the same date, all individuals so affected will participate in a drawing to determine position on the seniority list.

An employee shall lose seniority rights if the employee retires, resigns, or is discharged.

2. Each new employee of the bargaining unit shall be considered a probationary employee for the first ninety (90) calendar days of employment as a regular employee. A probationary employee who was employed in the same position as a temporary employee immediately prior to being appointed a regular employee, shall have the probation period reduced by the length of the temporary employment in that position, not to exceed thirty (30) days.

On completion of the probationary period, the employee shall be placed on the seniority list of the bargaining unit and seniority shall start from the employee's last date of hire as a regular employee. "Last date of hire" shall mean the date on which the employee actually begins work, regardless of when such employee was advised that the employee was being hired, or had been hired.

3. An employee who was in the bargaining unit as of July 1, 1977, or thereafter, and who transfers to a position excluded from the bargaining unit, and who subsequently returns to the bargaining unit shall have such seniority as held at the time of such transfer.
4. Dismissal of any employee shall be subject to the grievance procedure.
5. An employee who is on a leave or layoff without pay or who otherwise leaves the school payroll shall not accrue seniority during the period of such leaves of absence or layoff, but shall retain seniority accrued to the initial date of the approved leave of absence or layoff. When an employee returns from layoff or leave of absence, the employee's seniority date shall be adjusted on the seniority list provided in Section 7 below. Seniority of up to one (1) year shall accrue while an employee is on an approved medical leave.

6. An employee shall lose seniority if on layoff for a period of three (3) consecutive years.
7. Within sixty (60) days after the effective date of this Agreement, the school Business Office will provide a listing of all employees of the bargaining unit showing hire date, seniority date, and classification of each employee. This list shall be published by June 1 of every year, and distributed to each employee and the Union.
8. An employee who transfers or is promoted shall retain seniority in the former classification during the thirty (30) day probationary period of the new position. After completion of the probationary period in the new position, the accrued seniority will be transferred to the new position.
9. An employee on layoff may accrue seniority while working in another classification but such accrued seniority shall be recognized only in the employee's regular classification.

B. Layoff, Reduction of Staff

1. Employees who are to be laid off shall be given no less than fourteen (14) calendar days written notice. Five (5) calendar days notice shall be given in case of employee work stoppage.
2. If a layoff becomes necessary, newly hired probationary employees shall be laid off first within that classification. If further layoff is necessary, layoff shall be according to seniority within each classification series to be affected. (Least senior employees shall be the first laid off.)
3. Whenever layoff occurs, the more senior employee shall be allowed to displace the least senior employee of equal hours within the employee's classification or within a lower classification or fill a vacancy within the employee's classification or within a lower classification providing the laid off employee is qualified to perform the work of the less senior employee of the vacant position. The more senior employee shall be allowed to displace the least senior employee working less than equal hours should an equal hour position be available within the employee's classification or within a lower classification.
4. A laid off employee may transfer to a vacancy in another classification series, provided the employee meets the stated qualifications.
5. Laid off employees shall be recalled in reverse order of layoff, but in all cases the most senior qualified laid off employee within that classification shall be recalled first.
6. Should the Board reinstate a position that had been eliminated, or fill a position that had been allowed to remain vacant, the employee who previously held said position, if not on layoff, shall be offered the position before it is offered to laid off employees.

7. An employee on scheduled layoff shall have the right to displace the least-senior employee of equal hours provided the senior employee is qualified to hold the position held by the displaced employee.
8. Notice of recall shall be sent by certified mail to the employee's last known address. The employee shall have ten (10) calendar days to report to work from the date that the notice was delivered to the employee's last known address.
9. For purposes of this section, classification series shall be designated in Appendix A.

ARTICLE X
QUALIFICATIONS AND POSTING

- A. A vacancy shall be defined for purposes of the Agreement, as a position previously held by an employee, or a newly created position within the bargaining unit.
- B. Whenever a vacancy occurs, the Personnel Office shall notify the LEAO and post the position within three (3) days. No vacancy shall be filled until it has been posted for ten (10) days and the position shall be filled within twenty (20) work days of the original posting. If the position is not filled within the specified time, there will be an immediate meeting between the Union and the Assistant Superintendent to show cause. Notice of such vacancy shall be sent to all employees, including those on layoff, and shall be posted in all work stations.
- C. The Board declares its support of a policy of filling vacancies and promoting from within the bargaining unit. Therefore, applicants from the classification will receive first consideration over applicants equally qualified from outside the classification. The Board agrees that bargaining unit members shall not be dealt with in an arbitrary or capricious manner. Any vacancies filled from within the bargaining unit shall be on the basis of prior training, work experience and test results where appropriate. When considering bargaining unit members of equal qualifications the selection will be based on seniority.
- D. When an employee is hired or transferred to a new position and/or classification, the Employer shall issue employment notice as outlined in Appendix I, with the original being retained by the employee, first copy to the Board, second copy to the LEAO secretary.
- E. Transfers: Transfers shall be defined as reassignment to a job within the same job classification and not to higher or lower rated positions. No transfers shall be made where an employee may lose his/her seniority status or suffer a decrease in hours and/or hourly rates (shift premium not included) unless such transfer is requested by the individual or for just cause. Notice of transfer shall be given in writing to the employee and to the Association at least ten (10) work days prior to execution.
1. No employee may transfer within his/her job classification more than once a year. All involuntary transfers are subject to the grievance procedure. Where an employee refuses a transfer, he/she shall not be permitted to contest the seniority of one who does take the job. However, he/she shall not be disqualified from accepting future transfers.
 2. In the event the senior applicant is denied the transfer, reasons for denial shall be given in writing to such employee. In the event the senior applicant disagrees with the reasons for denial, it shall be appealable to the Assistant Superintendent.

3. The Board retains its responsibility for determining, at the end of the thirty (30) day probationary period, whether the transferred employee shall be given permanent status. If the employee is not placed on a permanent status, he/she shall return to his/her former job without loss of seniority, hours and benefits.

4. Transfer of Employees out of Bargaining Unit: If an employee is transferred to a position under the employer which is not included in the bargaining unit, and is thereafter transferred again to a position within the bargaining unit, he/she shall not accumulate seniority while working in the non-bargaining-unit position to which he/she was transferred, but shall retain the seniority previously accumulated in the bargaining unit.

ARTICLE XI
PAID LEAVES

- A. Sick days shall accumulate at the rate of 1.25 days per month or fraction thereof, with accumulation to 200 days.
- B. Three (3) days of accumulated sick days may be used annually for personal business. It is understood that personal business days may be taken only in blocks of one-half (1/2) days. Personal business days may not be utilized to extend a vacation or for recreation purposes except with the approval of the Superintendent or designee. Personal business days cannot be used on non-work days.
- C. The Business Office shall maintain a sick leave record on all employees. Accumulated sick days and vacation days shall be stated on each paycheck. Each employee shall be given a record of accumulated sick and vacation leave yearly, as of May 1.
- D. Employees shall earn and accrue sick leave credit during the periods for which employees are on the payroll.
- E. Sick leave credit may be used for absence due to illness, injury or necessary medical attention for the employee, the employee's immediate family or death in the employee's immediate family. Immediate family shall be defined as: spouse, children, stepchildren, mother, father, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and any other relative or non-relative living and residing in the employee's household.

For purposes of using accrued sick leave, pregnancy shall be treated like any other illness or disability.

The Board maintains the right to request a signed doctor's statement for absences that exceed three (3) consecutive dates.

- F. If an employee elects to use sick leave while off duty because of a compensable injury (worker's compensation) and receive his regular earnings, such use may be only to the extent of the difference between the worker's compensation benefits and regular after-tax earnings. A pro rata amount will be deducted from the employee's sick leave accumulation. Should this supplemental payment be found to be subject to the coordination requirements of worker's compensation, such that the amount of worker's compensation benefit is reduced, the employee shall not be allowed the use of sick leave and shall receive only the worker's compensation benefit provided by that statute.
- G. 1. An employee who has used all sick leave credit and is unable to return to work shall be given a leave of absence for the duration of the disability.

2. An employee is allowed three (3) working days off with pay for a funeral or making necessary arrangements, of the immediate family within a four (4) day period commencing with the date of death. For a funeral of anyone outside the immediate family, the employee is allowed one-half (1/2) day with pay. These days shall not be charged to employee's accumulated sick days or vacation days. New employees hired after July 1, 1985, will have the days charged to the employee's accumulated sick days.

Immediate family shall be defined as described in Article XI, Section E.

ARTICLE XII
NON-SCHEDULED CLOSINGS

- A. If the school is temporarily closed due to power failure, Act of God, or any cause beyond the control of the employee, twelve (12) month employees shall be required to report to work unless otherwise notified through the bargaining unit phone fan out. Except for head custodians, twelve (12) month and ten (10) month employees need not report for two (2) non-scheduled closing days each year. The employees will receive pay for those two (2) days.
- B. Head custodians who are required to work on the "two (2) non-scheduled closing days" shall be required to work up to a maximum of two (2) hours and shall be paid for one (1) additional hour.
- C. Snow removal personnel, if working while other employees are off, shall receive straight time for the time worked, in addition to payment for the snow day (double time total), 2 days. This would apply to other personnel requested to work by the Employer.
- D. Scheduled days of student and/or teacher attendance that are canceled because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, township, or state health authorities shall be rescheduled by the school district up to the state requirement. Such rescheduling shall not affect, or otherwise require an adjustment of salary, compensation or other benefits provided within this collective bargaining agreement. Employees not required to work on "Act of God" days will receive pay when the days are made up.

ARTICLE XIII
JURY DUTY

An employee who serves on jury duty shall be reimbursed on a bi-weekly basis, for the differences between the jury day stipend and the employee's regular salary for the days served. Employees, when summoned to jury duty or subpoenaed to testify in school related cases, should respond to such summons and shall not be charged for days served. Employees who are subpoenaed to testify against the Employer shall not receive jury duty pay.

ARTICLE XIV
LEAVE POLICY

Leaves of absence are provided to ensure the retention of the employee's position even though the employee may be absent from work and without pay.

1. The Board, upon written request, may grant a leave of absence which shall not be greater than twelve (12) months in length except when such leave is due to a disability under the terms of the Worker's Compensation Act, or on long-term disability. Any extension of a leave of absence shall be subject to Board approval.
2. Leaves of absence shall not be approved for the assumption of other gainful employment.
3. A leave of absence may be considered and approved for reasons of:
 - a. Medical or health problems of self and/or immediate family.
 - b. Personal days beyond three (3) successive working days.
 - c. Military.
 - d. Advanced study.
 - e. Election to governmental office.
 - f. Child care.
 - h. Professional service.
4. Leaves of absence are not granted for an employee who is laid off.
5. Medical leaves of absence requests must be accompanied by a statement from a doctor.
6. Any employee drawing sick leave pay may request a leave of absence prior to the use of all accumulated sick leave.
7.
 - a. On return to active employment, at the conclusion of a non-medical leave of absence, the returning employee will be placed in the employee's former position if the position is unfilled by a regular employee and shall preempt said regular employee only if the seniority of the returning employee is greater. Otherwise, the returning employee shall be assigned to other duties in accordance with job qualifications and seniority.
 - b. Employees returning from an approved medical leave of absence of less than a year will be placed in their former position. Seniority of up to a year may accrue while the employee is on an approved medical leave.

8. For leaves longer than six (6) months, the employee on leave shall give written notice of intent to the Board, thirty (30) days prior to the expiration date.
9. Leave Request form is attached in contract in Appendix "H".

ARTICLE XV
VACATION TIME

Vacation pay is based on an employee's months of continuous service and shall accrue in accordance with the following schedule:

1. One (1) day per month worked, or major fraction thereof, for the first twelve (12) months of continuous service. (10-12 days)
2. One and one-fourth (1 1/4) days per month beginning with the thirteenth (13) month of continuous service and continuing through the ninety-sixth (96) month of continuous service.
3. Beginning with the ninety-seventh (97th) month of continuous service and continuing each year thereafter for continuous service, twenty (20) days per year shall be granted.
4. Part-time employees shall accumulate vacation time and shall be paid for their vacation days at their daily rate.
5. If an employee is terminated prior to the completion of twelve (12) months of continuous service, the employee shall forfeit all rights to accrued vacation with pay. If by mutual arrangement, an employee was authorized to use vacation prior to the end of twelve (12) continuous months of employment, the Employer is authorized to deduct the paid vacation pay from the employee's final salary payment.
6. An employee terminating after twelve (12) months of continuous service is entitled to all annual leave accrued to the date of termination.
7. Vacation pay of an employee is based on the current regular daily rate of pay, excluding shift premium or overtime pay.
8. For twelve (12) month employees, the following conditions shall apply:
 - a. All vacation shall be taken at the convenience of the Employer and must have the approval of the employee's supervisor. The vacation period shall begin July 1 of each year and end on June 30 of the following year. All vacation rights accruing as of June 30 of any year must be utilized during the next vacation period. Any employee who fails to take vacation days within the next vacation period shall forfeit all rights to the vacation time, with the following exceptions:

1. If an employee is unable to use vacation time during the appropriate vacation period due to the Employer's work requirement, the employee shall be permitted to carry it over into the next vacation period and under no circumstances shall vacation time be forfeited.
 2. An employee with more than twelve (12) months of continuous service may utilize vacation during the year in which it is earned, providing it is satisfactory to both the employee and the Employer.
 3. The Employer shall have the right to set up a vacation schedule and approve leave requests in a way to ensure the continued operation of all the district's functions and facilities without interference.
9. For less than twelve (12) month employees the following conditions shall apply:
- a. Vacation days may only be used by the employee to be paid for periods of time during the school year during which the employee is not scheduled to work.
 - b. If a less than twelve (12) month employee is scheduled to work on a non-instructional day, he/she may only use a vacation day on such a day with the approval of the employee's supervisor.
 - c. Any days not used by a less than twelve (12) month employee will be paid for at the end of each school year at the employee's regular rate of pay for a day.
 - d. Less than twelve (12) month employees hired after January 1, 1993, shall not be entitled to any vacation accumulation or vacation pay.
10. An employee whose employment is terminated and later rehired will not carry over vacation time from the previous employment. An employee who is on leave without pay will not accrue vacation time while on leave, but will retain previously accrued vacation time.
11. An accounting of vacation time shall be made annually as of May 1 by the business office.

ARTICLE XVI
UNION MEMBER SELF-IMPROVEMENTS

- A. 1. The parties support the principle of continuing education for employees in their professional organizations.
- 2. With prior approval of the Superintendent or Assistant Superintendent, any employee who enrolls in and successfully completes a course or program, approved by the Board, shall receive full reimbursement for tuition.
- B. The Board shall provide funds up to fifty dollars (\$50) per bargaining unit member to permit a minimum of one (1) conference day per employee, per year, within Washtenaw County. Conferences beyond Washtenaw County shall be subject to approval of the assistant superintendent. If approved, registration and pre-approved expenses will be paid by the district. If employer requires employee to attend a specific conference or visitation the district will pay full registration costs and pre-approved expenses.
- C. The Board shall provide in-service time of a minimum of twenty (20) hours per year, contingent upon a program plan submitted to and approved by the joint committee for each session. Employees shall be paid for the time spent at in-service meetings.
- D. To plan the in-service program, a joint committee shall be established. The joint committee shall be responsible for planning and recommending in-service activities to the superintendent. After approval, the joint in-service committee shall be responsible for planning and carrying out all in-service meetings.

ARTICLE XVII
PERSONNEL FILES

- A. All employees shall have the right to review the contents of their personnel file and all records of the Board pertaining to said individuals excluding confidential letters of reference secured from sources outside the school system and to have a LEAO representative present at such review.
- B. No material originating after the initial employment shall be placed in an employee's personnel record unless the employee has had an opportunity to review said material. The employee may submit a written notation regarding any material and same shall be attached to the material in question. If the employee believes the material placed, or to be placed, in the employee's file is inappropriate or in error, the employee may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the material shall be corrected or expunged from the file. If an employee is requested to sign material to be in the employee's file, such signature thereon shall be understood to indicate the employee's awareness of the material, but in no instance, shall said signature be interpreted to mean agreement with the material's content.
- C. For the purpose of assisting an employee or the LEAO, in the prosecution or defense of any contractual, administrative or legal proceeding, including, but not limited to grievances, the Board shall permit an employee and/or LEAO representative access to, and the right to inspect and acquire copies of the employee's personnel file and any other files or records of the Board which pertain to the Union member or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
- D. Any records or positions compiled by the Board in preparation of its defense in any of the above issues on proceeding will be excluded. Such documents shall be submitted as exhibits at the appropriate level.

ARTICLE XVIII
DISCIPLINE, SUSPENSION AND DISCHARGE

- A. 1. No employee shall be discharged without just cause, disciplined without just cause, or deprived of advantages without just cause.
2. At the request of the employee, a Union representative may be present at discipline (reprimand), suspension and/or discharge proceedings for bargaining unit members, which are all to be held in private session.
- B. 1. Before an employee is to be disciplined, appropriate steps may be taken in an attempt to correct any deficiency before disciplinary action is required. If there is an alleged violation of any of the specific terms and conditions of this master agreement and/or written Board policy, management shall follow the progressive disciplinary procedure as outlined in this Article.
2. The immediate supervisor shall handle Step 1-2; Assistant Superintendent shall handle Step 3-4; Superintendent shall handle Step 5.
- Step 1. Verbal inquiry of alleged violation and constructive discussion. If an employee is found to be in error, constructive suggestions shall be given.
- Step 2. Verbal inquiry and discussion. If an employee is found to be in error, specific points shall be cited and a constructive written reprimand given. The original written reprimand shall be given to the employee and a copy shall be sent to the President of the LEAO. No record of this reprimand shall be placed in the employee's personnel file.
- Step 3. Verbal inquiry and discussion. If the employee is found to be in error, specific points shall be cited and constructive written reprimand given. The original written reprimand shall be given to the employee, with a copy to the President of the LEAO and one (1) copy to be placed in the employee's personnel file and the employee may be suspended for up to one (1) day.
- Step 4. Verbal inquiry and discussion. If the employee is found to be in error, specific points shall be cited and the employee may be suspended up to five (5) days.
- Step 5. Verbal inquiry and discussion. If the employee is found to be in error, specific points shall be cited and the employee is subject to dismissal.
3. In cases of suspension or discharge, only information properly placed in the employee's central office personnel file during the past three (3) school years shall be used.

4. In the case of an unusually serious offense, the progressive discipline steps will be bypassed and the discipline will be handled directly by the Superintendent or designee, subject to the grievance procedure (Article VII).
- C.
1. Notice of suspension and discharge. The Employer agrees, promptly upon the suspension or discharge of an employee, to notify, in writing, the employee and a LEAO representative of the discharge or suspension. Said written notice shall contain the specific reason for the discharge or suspension.
 2. The discharged or suspended employee will be allowed to discuss the discharge or suspension with a LEAO representative and the Employer will make available a meeting room where the employee may do so before the employee is required to leave the property of the Employer.
- D. Appeal of suspension or discharge. Should the suspended or discharged employee or the LEAO President or designee consider the suspension or discharge to be improper, a complaint shall be presented, in writing, through the LEAO to the Superintendent within five (5) regularly scheduled working days of the suspension or discharge. The Superintendent or designated representative will review the suspension or discharge and give an answer in writing five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union the matter shall be referred to Step 5 of the grievance procedure.

ARTICLE XIX
EVALUATIONS

- A. 1. Evaluation forms used shall be developed by management after consultation with the Union.
2. Evaluations should be based on the job description and performance of the employee.
3. Each employee's job performance shall be evaluated annually and shall be in writing.
4. The employee is to review the evaluation with an immediate supervisor. The employee may request that a Union representative be present at any evaluation proceeding.
5. The evaluation report shall be signed by the employee if it is acceptable. If the employee does not agree with the evaluation, the employee will be only required to initial it as evidence of having seen or read the evaluation report. In addition, space shall be provided on the evaluation form for employee comments.
- B. An employee shall be given ten (10) days written notice prior to a meeting where an unsatisfactory rating is contemplated and shall be entitled to have an LEAO representative present.
- C. If there is an unsatisfactory rating to be considered, or given, the following steps shall be followed:
- Step 1. Before an employee is given a written unsatisfactory evaluation in job performance, the administrator shall meet with the individual at least one (1) month prior to such a rating being submitted in order to put the employee on notice that the job performance is not considered to be satisfactory and to discuss means of improvement. A written summary of such a conference shall be prepared by the immediate supervisor and given to the employee within two (2) work days with a copy submitted to the President of the LEAO.
- Step 2. Annual job performance evaluation.
- Step 3. If the employee receives an unsatisfactory rating, an evaluation shall be made sixty (60) days following the annual evaluation.

- D. An employee deemed unsatisfactory, shall have the opportunity, if an opening exists or if another employee mutually agrees to exchange assignments for six (6) months to bring the employee's job performance up to a satisfactory condition. Employees in the Secretarial Series Classification shall be an exception to the mutually-agreed upon assignment exchange and an exchange shall be made only when the two (2) immediate supervisors mutually agree. If services are rated satisfactory at the end of the six (6) month period, the employee shall be retained in the current assignment. If the employee's services are rated unsatisfactory, a hearing shall be scheduled by the Office of the Personnel in accordance with the steps in Section B of this Article.

- E. Written job performance evaluations shall not contain reference to any prior infractions not previously brought to the attention of the employee.

ARTICLE XX
SAFETY PROVISIONS

- A. Management shall make reasonable provisions for the safety of its employees during the hours of employment and the employees shall comply with all safety rules established.
- B. Management shall provide safe and healthful working conditions and shall provide the necessary protective devices and other equipment to protect the employees from injury and sickness, according to OSHA standards.
- C. No employee shall be ordered to or forced to use defective equipment of any nature when such defect could result in the employee's personal injury or destruction of property, or injury to another person.
- D. Safety shall be the rule at all times, and any defects of equipment shall be reported to management immediately. Defective equipment adversely affecting safety shall be removed from service until it is repaired and can be used in safe condition.
- E. Management shall provide directions for use of toxic and poisonous chemicals and proper storage for same in properly labeled containers.
- F. No employee shall be required to perform any duties or work on a ladder or scaffold if he/she must stand five feet or more from the floor or ground without the aid of a helper.
- G. No employee shall be required to install glass in outside windows without a helper where a ladder-scaffold is required.
- H. No employee shall be required to drive a vehicle that is unsafe or not road-worthy. Employees, who drive a vehicle and discover that it is unsafe or not road-worthy, are to report that repairs are needed.
- I. In the event a driver is authorized to use a vehicle owned by the school district and is ticketed by any police department for defective equipment, management shall pay for the ticket and make every effort to clear the employee's driving record.
- J. Protective clothing shall be provided to personnel when they perform maintenance work which could result in soiling or staining beyond that which could normally be cleaned by a home laundry. A smock will be provided to those secretaries required to work in situations that create a potential danger to their clothing, i.e. operating a mimeograph machine.
- K. No food service, secretarial or clerical employee shall be required to lift more than forty (40) pounds and arrangements will be made for handling of supplies in heavier packages.

- L. There shall be at least one (1) regular, full-time custodian in each building on the afternoon shift.
- M. No employee shall be required to work alone in a building after 12:00 midnight.

ARTICLE XXI
REST PERIOD AND FACILITIES FOR RELIEF TIME

- A. A fifteen (15) minute duty-free paid rest period away from work station will be allowed during each four (4) hour work period scheduled as near as possible to the mid-point of the period. A thirty (30) minute duty-free, uninterrupted unpaid lunch period will be provided. With prior written supervisory approval an employee may extend his/her lunch up to sixty (60) minutes.
- B. Where available, the Board shall provide in each school, adequate lunchroom, rest room and lavatory facilities exclusively for employees' use and at least one (1) room reasonably furnished shall be reserved for use as a lounge. Provisions for such facilities will be made in all future buildings.
- C. Lunch period schedules shall be determined following a meet and confer with immediate supervisor. If agreement cannot be reached between association member and supervisor it may be appealed to the assistant superintendent.
- D. In cases where such exclusive facilities are not available, permission will be granted for use of existing but otherwise designated facilities.
- E. For twelve (12) month employees, the summer work week schedule may be altered, subject to approval of the Assistant Superintendent, to allow an employee the choice between a four (4), ten (10) hour work day or five (5) eight (8) hour work day. Schedules shall be arranged so that buildings are covered, Monday through Friday. Preferences on work weeks shall be granted according to seniority.

ARTICLE XXII

UNIFORMS

- A. All new employees in the Custodial, Maintenance, and Food Service classifications shall be provided with four (4) uniforms. All other employees, in the above-mentioned classifications, will be allowed three (3) uniforms per year. The Board shall select, purchase and provide the uniforms. All maintenance personnel shall be provided with one (1) set of coveralls per year at no cost to the employee.
- B. Laundry services shall be provided by the Board and may be used at the option of the employees, if available.
- C. The Board expects those employees, who are provided uniforms, to wear such uniforms in the performance of their duties.

ARTICLE XXIII
INFORMATION

- A. The Board agrees to make available to the LEAO, in response to written request by its President, all information concerning the financial resources of the Board, including, but not limited to, annual reports and audits, register of personnel, tentative budgetary requirements and allocations (including County Allocation Board budgets), agenda and minutes of all Board meetings, treasurer's reports, census and membership date, names and addresses of all members of the bargaining unit, salaries paid thereto, and such other information as will assist the LEAO in developing intelligent, accurate, informed, and constructive programs on behalf of the LEAO. One (1) copy of any requested document will be provided without cost. Additional copies will be provided at the district's cost of duplication. Any request will not exceed a maximum of five (5) years of any given document.

- B. The LEAO shall have the opportunity for input concerning fiscal, budgetary or tax programs, construction programs and major revisions of policy where these areas directly affect the members of this bargaining unit. Such input shall occur prior to adoption and/or general publication.

ARTICLE XXIV
ASSOCIATION ACTIVITIES

- A. The LEAO and its representatives shall have the right to use school buildings at all reasonable hours for meetings which do not interfere with the assigned functions of the regular program. No charge shall be made for use of the buildings.
- B. Each department shall be provided with a mailbox, in each building, and the LEAO shall be granted the right to the use of inter-school mail service. All mail shall be clearly marked LEAO.
- C. Bulletin board space, in each building, shall be made available for the use of the LEAO and other established media of communication, such as telephone and public address system, during regular announcement times, shall be made available to the LEAO and its members.
- D. The LEAO shall be permitted to transact official LEAO business on school property at all reasonable times, outside of the employee's regular work schedule, provided that it shall not interfere with, or interrupt, normal operations.
- E. LEAO members shall have the right to distribute LEAO material to other employees so long as such distribution does not interfere in the normal operation of the work area or an employee's job performance.
- F. The LEAO shall have use of school equipment, including typewriters, mimeograph machines, duplicating machines, copying machines, calculating machines, and audio-visual items, when such equipment is not otherwise in use. The LEAO shall pay for the reasonable cost of all materials and supplies incident to such use.
- G. Whenever the President of the local affiliate of the LEAO or designee is mutually scheduled, by the representative of the Board and the LEAO, during working hours, to participate in district conferences, meetings or negotiations, the employee shall suffer no loss of pay, and, when necessary, substitute service shall be provided.
- H. The rights granted herein to the LEAO shall not be granted or extended to other competing labor organizations. This section does not in any way restrict the Board from carrying out its legal obligations.

ARTICLE XXV
UNION RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee shall have the right freely to organize, join, and support the LEAO for the purpose of engaging in collective bargaining or negotiations. As a duly elected body, exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitution of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the LEAO, participation in any activities of the LEAO or collective negotiations with the Board; or institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights under the Michigan General School Law, or applicable laws and regulations.

- C. The LEAO recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and the Constitutions of Michigan and the United States of America, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

- D. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment to degree an appeal has been taken within the time provided for doing so, such provision shall be void and inoperative, however, all other provisions of this Agreement shall continue in effect.

ARTICLE XXVI
BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains their services unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees and the performance of their duties;
 2. To hire all employees and subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion and to promote and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules, regulations, and practices, shall be limited only to the specific and expressed terms of this Agreement.
- C. To change or introduce new or improved operations, methods, means or facilities.

ARTICLE XXVII
PRINTING OF AGREEMENT

Copies of this Agreement shall be reproduced at the expense of the Board within thirty (30) days after it is signed, and shall be presented to all employees now employed, or hereafter employed by the Board. The LEAO shall be provided with fifteen (15) copies at no charge.

ARTICLE XXVIII
REVISED JOBS AND NEW JOBS

- A. In the event the Employer changes a classification description or creates a new position which is not covered by an existing classification, the Employer will notify the Union within two (2) working days of an official change, and provide a copy of the classification description of the new or revised position and pay grade. Upon request of the Union, within ten (10) working days, the Employer will meet with the Union to discuss the classification and pay grade.
- B. 1. The Board reserves the right to reorganize any program or department when it deems such reorganization to be in the best interest of the school district.
2. If such changes would eliminate bargaining unit jobs, cut hours, or change job classifications, the Employer shall first meet with the Union as provided in Article VI.
3. If the Union feels that the matter has not been resolved as a result of this meeting, and/or that the individual rights of an employee have been violated, the matter may be submitted through the grievance procedure starting at Step 5.
- C. Although current job descriptions shall remain in the contract, the parties do hereby agree to form a committee to revise existing job descriptions. Management agrees to meet and confer with association representatives prior to implementing any changes in job descriptions. If agreement cannot be reached between the association representatives and the immediate supervisor, it may be appealed to the assistant superintendent. Should the parties be unable to agree on the job descriptions, the Board shall have the final authority in determining their content. Any changes made in job descriptions after this committee has completed its task shall only be made after consultation with the Association.

ARTICLE XXIX
SUBCONTRACTING

- A. The Board agrees not to subcontract work normally performed by the members of the bargaining unit except in cases of emergency snow removal services or licensing requirements. This agreement shall be waived when subcontract work does not affect the bargaining unit.

- B. Supervisors shall not perform work to be performed by regular employees in the bargaining unit except in emergencies or in cases of those absences due to vacations or regular absences or where work is of such a technical nature that no other employee has the technical knowledge to perform the task. In no case shall a Supervisor be assigned work resulting from regular employee layoff, discharge or resignation.

- C. The Board may use substitute, temporary, seasonal or volunteer workers as long as their use does not result in a reduction of a bargaining unit member's regularly scheduled hours or result in an overall reduction of the regular work force as in existence at that point in time. Any temporary or seasonal positions shall be offered to laid off bargaining unit members at their regular rate of pay before non-bargaining unit personnel are used. For the purposes of this Article, the parties agree to limit the use of volunteer workers to Community Education, Parent-Teacher Organization, and Booster Club activities.

- D. The duties of any employee or the responsibilities of any position in the bargaining unit shall not be transferred to other employees of the school district unless it is the result of a major revision.

- E. The Association does hereby recognize the Board's right to use employees whose wages are paid for by grant funding, government programs, etc., if such funding cannot be expended on regular bargaining unit members.

ARTICLE XXX
OUTSIDE USE OF BUILDING AND FACILITIES

- A. Whenever a building use permit is issued to a group for any activity, a custodian shall be on duty during the time the building is in use. The custodian shall be given the necessary time beyond regular working hours after such use to clean up and put equipment back in place for regular school use, to turn off unnecessary lights, and to secure the building. The additional time shall be approved by the custodial supervisor.
- B. In instances in which a building is used by a school connected group, the need to have a custodian present may be waived when any of the following occurs:
1. An administrator is present.
 2. A coach is present conducting a practice session.
 3. The Recreation Director or assistant is present overseeing the recreation program.

If the need to have a custodian present is waived for any of the above reasons and the area needs to be cleaned and prepared for regular school use, a custodian may be assigned and shall have a minimum of two (2) hours to do the job. The custodian may work up to three (3) hours with prior administrative approval.

- C. When a custodian is assigned to an activity, the opening and closing of a building used by a group shall be that custodian's responsibility.
- D. Whenever a school kitchen is used by an outside group, a qualified food service person shall be assigned to open, close and supervise the kitchen when machinery is to be used. Outside groups for purposes of this contract shall mean any assignment other than the normal school program.
- E. Whenever the swimming pool is in use, a pool operator must be present.

ARTICLE XXXI
STRIKES AND LOCKOUTS

It is agreed on the part of the LEAO that there shall be no strike, stoppage of work or slow-down, and on the part of the Employer, no lockout, during the term of this Agreement.

APPENDIX A
CLASSIFICATIONS

CUSTODIAL SERIES

Classification I	-	Skilled Maintenance
Classification II	-	General Maintenance
Classification III	-	Head Custodian
Classification IV	-	Assistant Head Custodian
Classification V	-	Custodians, Van Driver

SECRETARIAL SERIES

Classification I	-	Head Bookkeeper
Classification II	-	Payroll Bookkeeper
Classification III	-	Business Office Staff
Classification IV	-	Director's Secretary
Classification V	-	Building Secretary
Classification VI	-	Assistant Building Secretaries
Classification VII	-	Clerks

PARAPROFESSIONAL SERIES

Classification I	-	Media Clerks
Classification II	-	Special Education Paraprofessionals
Classification III	-	Classroom Teacher Paraprofessionals (including Pre-Kindergarten Paraprofessionals)

CAFETERIA

Classification I	-	Head Cook/Manager
Classification II	-	Baker
Classification III	-	Assistant Cook
Classification IV	-	Food Servers

The listing of classifications shall not obligate the Board to fill any vacant classification, or to maintain a classification in any building.

APPENDIX C
WAGE SCHEDULES

- A. Probationary employees shall receive \$0.25 less per hour than the applicable rate of pay for their classification.
- B. Employees making more than the following wage rates as of January 1, 1993, shall maintain their current wage rates and shall receive percentage increases on those rates as any other employees. The rates listed below shall be implemented in those positions when other employees are hired into those positions.
- C. The classification of Director's Secretary shall include the Community Education Secretary and the Special Education Secretary.
- D. The High School Secretary shall be classified as a Building Secretary.

APPENDIX C
WAGE SCHEDULE
Effective July 1, 1998

	1998-1999						
	1	2	3	4	5	6	7
SECRETARIAL SERIES							
I. Head Bookkeeper	12.37	13.15	13.93	14.71	15.18	15.65	15.96
II. Payroll Bookkeeper	12.13	12.90	13.66	14.43	14.89	15.35	15.66
III. Business Office Staff	11.82	12.59	13.35	14.12	14.58	15.05	15.35
IV. Director's Secretary	11.71	12.45	13.18	13.92	14.40	14.89	15.19
V. Building Secretary	11.71	12.45	13.18	13.92	14.40	14.89	15.19
VI. Assistant Building Secretary	11.03	11.83	12.62	13.42	13.94	14.46	14.75
VII. Clerks	10.66	11.06	11.46	11.86	12.15	12.45	12.70
PARAPRO SERIES							
I. Media Parapro	11.25	11.50	11.74	11.99	12.24	12.50	12.75
II. Special Ed Classroom Parapro	11.25	11.50	11.74	11.99	12.24	12.50	12.75
III. Teacher Parapro (Pre-K)	11.25	11.50	11.74	11.99	12.24	12.50	12.75
CUSTODIAL SERIES							
I. Skilled Maintenance	14.83	15.35	15.86	16.38	16.90	17.42	17.77
II. General Maintenance	14.30	14.83	15.36	15.89	16.38	16.87	17.21
III. Head Custodian	14.30	14.83	15.36	15.89	16.38	16.87	17.21
IV. Assistant Head Custodian	13.24	13.77	14.33	14.83	15.34	15.85	16.17
V. Custodian/Van Driver	12.86	13.37	13.88	14.39	14.90	15.42	15.73
FOOD SERVICE SERIES							
I. Head Cook/Manager	12.11	12.33	12.55	12.77	13.00	13.24	13.50
II. Baker	11.04	11.30	11.56	11.82	12.10	12.38	12.63
III. Assistant Cook	10.43	10.66	10.88	11.11	11.37	11.64	11.87
IV. Food Servers	8.14	8.33	8.51	8.70	8.90	9.11	9.29

APPENDIX C
WAGE SCHEDULE
Effective July 1, 1999

	1999-2000						
	1	2	3	4	5	6	7
SECRETARIAL SERIES							
I. Head Bookkeeper	12.62	13.41	14.21	15.00	15.48	15.96	16.28
II. Payroll Bookkeeper	12.37	13.16	13.93	14.72	15.19	15.66	15.97
III. Business Office Staff	12.06	12.84	13.62	14.40	14.87	15.35	15.66
IV. Director's Secretary	11.94	12.70	13.44	14.20	14.69	15.19	15.49
V. Building Secretary	11.94	12.70	13.44	14.20	14.69	15.19	15.49
VI. Assistant Building Secretary	11.25	12.07	12.87	13.69	14.22	14.75	15.05
VII. Clerks	10.87	11.28	11.69	12.10	12.39	12.70	12.95
PARAPRO SERIES							
I. Media Parapro	11.48	11.73	11.97	12.23	12.48	12.75	13.01
II. Special Ed Classroom Parapro	11.48	11.73	11.97	12.23	12.48	12.75	13.01
III. Teacher Parapro (Pre-K)	11.48	11.73	11.97	12.23	12.48	12.75	13.01
CUSTODIAL SERIES							
I. Skilled Maintenance	15.13	15.66	16.18	16.71	17.24	17.77	18.13
II. General Maintenance	14.59	15.13	15.67	16.21	16.71	17.21	17.55
III. Head Custodian	14.59	15.13	15.67	16.21	16.71	17.21	17.55
IV. Assistant Head Custodian	13.50	14.05	14.62	15.13	15.65	16.17	16.49
V. Custodian/Van Driver	13.12	13.64	14.16	14.68	15.20	15.73	16.04
FOOD SERVICE SERIES							
I. Head Cook/Manager	12.35	12.58	12.80	13.03	13.26	13.50	13.77
II. Baker	11.26	11.53	11.79	12.06	12.34	12.63	12.88
III. Assistant Cook	10.64	10.87	11.10	11.33	11.60	11.87	12.11
IV. Food Servers	8.30	8.50	8.68	8.87	9.08	9.29	9.48

APPENDIX C
WAGE SCHEDULE
Effective July 1, 2000

	2000-2001						
	1	2	3	4	5	6	7
SECRETARIAL SERIES							
I. Head Bookkeeper	12.87	13.68	14.49	15.30	15.79	16.28	16.60
II. Payroll Bookkeeper	12.62	13.42	14.21	15.01	15.49	15.97	16.29
III. Business Office Staff	12.30	13.10	13.89	14.69	15.17	15.66	15.97
IV. Director's Secretary	12.18	12.95	13.71	14.48	14.98	15.49	15.80
V. Building Secretary	12.18	12.95	13.71	14.48	14.98	15.49	15.80
VI. Assistant Building Secretary	11.48	12.31	13.13	13.96	14.50	15.04	15.35
VII. Clerks	11.09	11.51	11.92	12.34	12.64	12.95	13.21
PARAPRO SERIES							
I. Media Parapro	11.70	11.96	12.21	12.47	12.73	13.01	13.27
II. Special Ed Classroom Parapro	11.70	11.96	12.21	12.47	12.73	13.01	13.27
III. Teacher Parapro (Pre-K)	11.70	11.96	12.21	12.47	12.73	13.01	13.27
CUSTODIAL SERIES							
I. Skilled Maintenance	15.43	15.97	16.50	17.04	17.58	18.12	18.49
II. General Maintenance	14.88	15.43	15.98	16.53	17.04	17.55	17.91
III. Head Custodian	14.88	15.43	15.98	16.53	17.04	17.55	17.91
IV. Assistant Head Custodian	13.77	14.33	14.91	15.43	15.96	16.49	16.82
V. Custodian/Van Driver	13.38	13.91	14.44	14.97	15.50	16.04	16.37
FOOD SERVICE SERIES							
I. Head Cook/Manager	12.60	12.83	13.06	13.29	13.53	13.77	14.05
II. Baker	11.49	11.76	12.03	12.30	12.59	12.88	13.14
III. Assistant Cook	10.85	11.09	11.32	11.56	11.83	12.11	12.35
IV. Food Servers	8.47	8.67	8.85	9.05	9.26	9.48	9.67

APPENDIX D
GRIEVANCE FORM
LINCOLN EDUCATION ASSOCIATES ORGANIZATION
Grievance No. _____

EMPLOYEE INFORMATION:

Name: _____ Date: _____
 Home Phone: _____
 Job Classification: _____
 Dept.: _____ Building: _____

DISTRIBUTION:

Supervisor
 Party or Parties
 Area Representative
 LEAO President
 Grievance Chairperson
 Assistant Superintendent
 or designee

A. Date Cause of Grievance Occurred: _____

B. Contract Article(s) Violated: _____

C. Statement of Grievance: _____

D. Relief Sought: _____

Signature of Aggrieved Party or Parties

Date

E. Date Received by Supervisor: _____

Signature

Date

F. Disposition by Supervisor: _____

Signature

Date

G. Date Received by Asst. Supt.,
Supt. or designee: _____

Signature

Date

H. Disposition by Asst. Supt.
or designee: _____

Signature

Date

I. Date Received by Supt.: _____

Signature

Date

J. Disposition by Supt.: _____

Signature

Date

APPENDIX E
LINCOLN CONSOLIDATED SCHOOLS
PERSONAL LEAVE NOTIFICATION

I should like to notify you of personal leave.

Date and time: _____

Is a substitute needed: Yes _____ No _____

Signature of Employee _____

Employee has used _____ days of Personal Leave this year.

This request must be in the office of the Assistant Superintendent at least two (2) days prior to the beginning of the leave, except in cases of emergency.

Assistant Superintendent

APPENDIX F
LINCOLN CONSOLIDATED SCHOOLS
VACATION LEAVE REQUEST

Date: _____

I would like vacation time the following dates:

1st choice: _____

2nd choice: _____

3rd choice: _____

I understand those with the longest service will have first choice of dates.

Supervisor's Signature

Applicant's Signature

VACATION LEAVE REQUEST

Name: _____

() Dates Approved: _____

() Disapproved

Comments: _____

Assistant Superintendent

This request will be returned through your supervisor.

APPENDIX G
 LINCOLN CONSOLIDATED SCHOOLS
 REQUEST TO ATTEND A PROFESSIONAL CONFERENCE

 Name

 School

 Position

INCLUSIVE DATES OF LEAVE		/	TOTAL WORKING HOURS ABSENT
Beginning Date and Hour	/	Ending Date and Hour	/
	/		/
	/		/
	/		/

THE PURPOSE OF THE CONFERENCE IS AS FOLLOWS: _____

LOCATION OF THE CONFERENCE: _____

DATE: _____ SIGNATURE _____

DATE: _____ APPROVAL OF SUPERVISOR _____

THIS REQUEST IS _____

DATE: _____

 Assistant Superintendent's Signature

Application for conference attendance must be made at least five (5) working days prior to the beginning of the conference.

If expenditures are involved, a completed application for travel must be included with this form.

The applicant will be notified of final action on the request.

APPENDIX H
LINCOLN CONSOLIDATED SCHOOLS
LEAVE REQUEST FORM

- Medical or health problems of self and/or immediate family
- Personal days beyond three (3) successive working days
- Military
- Study
- Governmental
- Leave for purposes of child care
- Professional service

From: _____ To: _____
Starting Date Ending Date

REASON FOR LEAVE REQUEST: _____

_____ Date _____ Employee's Signature

NAME: _____

APPROVED DISAPPROVED

COMMENTS: _____

Signature

APPENDIX I
LINCOLN CONSOLIDATED SCHOOLS
EMPLOYMENT NOTICE

NAME: _____ DATE: _____

ADDRESS: _____

PHONE: _____

DATE OF HIRE: _____

JOB CLASSIFICATION: _____

RATE OF PAY: _____

HOURS PER WEEK: _____

STATUS OF EMPLOYMENT:

SUBSTITUTE

TEMPORARY

PART TIME

FULL TIME

CONDITIONS OF SPECIAL EMPLOYMENT: _____

FRINGE BENEFITS WILL BE PAID TO THE ABOVE EMPLOYEE

THE BARGAINING UNIT IS LINCOLN EDUCATION ASSOCIATES ORGANIZATION

Employer

Employee

Date

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1998 and shall continue in effect through June 30, 2001. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an Agreement of the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

FOR THE LEAO

FOR THE LINCOLN BOARD OF EDUCATION

Lawrence R. Ricci

RL Winner

