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6/30/2000

**MASTER AGREEMENT**

between

**LUDINGTON EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION  
(LESPA/MESPA)**

and

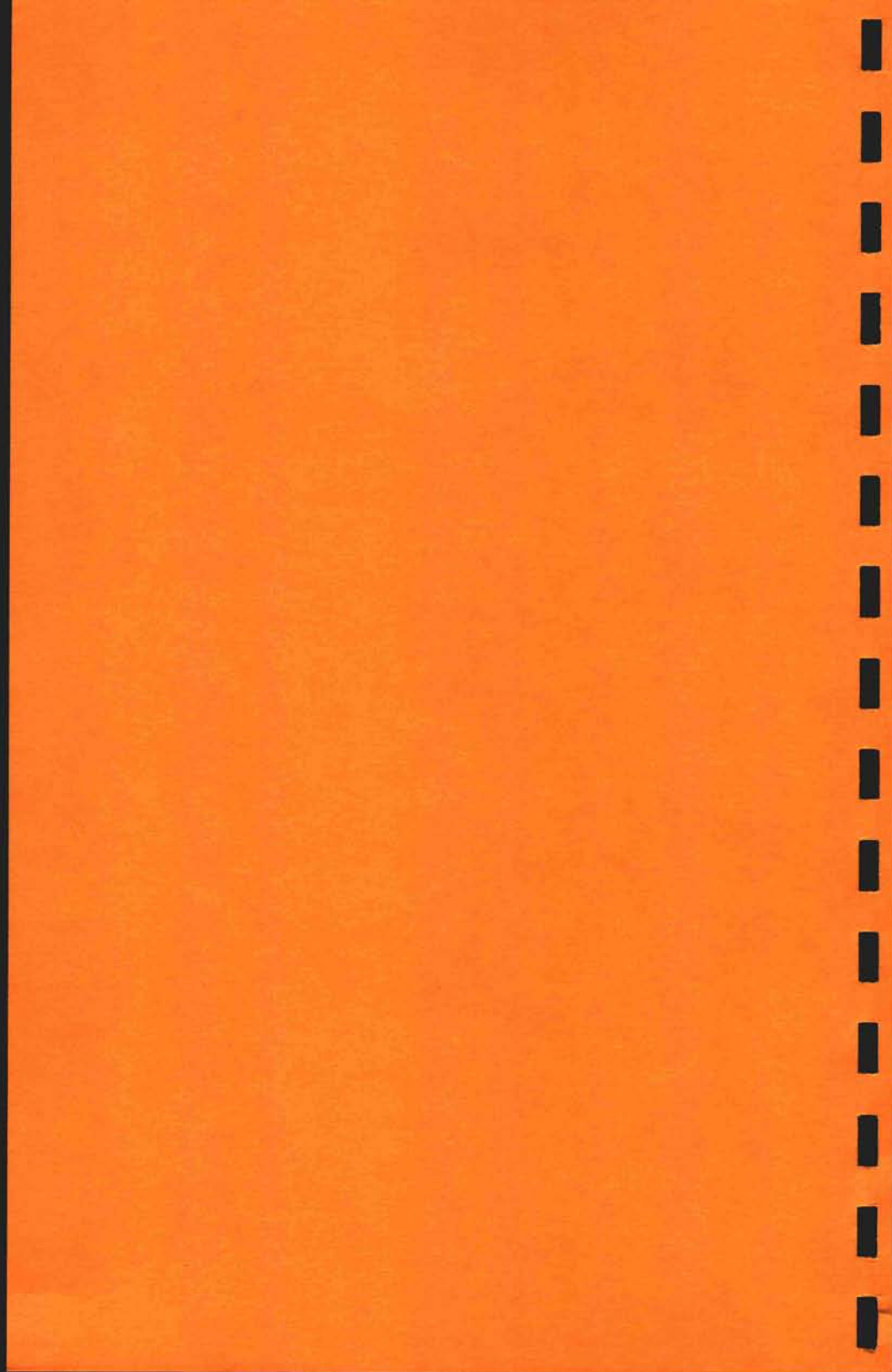
**LUDINGTON BOARD OF EDUCATION  
LUDINGTON AREA SCHOOL DISTRICT  
LUDINGTON, MICHIGAN 49431**

*Ludington Area Schools*



**1998-2000**

**Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY**



MASTER AGREEMENT

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LUDINGTON EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION  
(LESPA/MESPA)

and

LUDINGTON BOARD OF EDUCATION  
LUDINGTON AREA SCHOOL DISTRICT  
LUDINGTON, MICHIGAN 49431

1998-2000

## AGREEMENT

AN AGREEMENT, entered into this nineteenth (19th) day of July, 1999, by and between the LUDINGTON AREA SCHOOLS, (hereinafter referred to as the "Employer") and the LUDINGTON EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, LESPA (together hereinafter referred to as the "Association").

## PREAMBLE

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

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

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

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the LESPA as the representative of its bargaining unit members with respect to hours, wages and terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement:

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE 1  
RECOGNITION

Section 1.1  
Collective Bargaining Unit

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative (for the purpose of collective bargaining with respect to rate of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement) of all employees of the Employer included in the bargaining unit described below:

- |           |   |
|-----------|---|
| INCLUDED: | All full-time and regular part-time office personnel, aides, food service employees, custodial staff, bus drivers, and bargaining unit substitutes.   |
| EXCLUDED: | The secretary to the Superintendent, secretary to the Director of Business Services, confidential employees, non-bargaining unit substitutes, temporary and irregular personnel, supervisors and all other employees. |

Definitions

- a. Regular School Year Employee An employee who is regularly scheduled to work 35 hours or more per week during the instructional school year.
- b. Regular Part-time Employee An employee regularly scheduled to work less than 35 hours per week.
- c. Regular Full Year Employee An employee regularly scheduled to work 52 weeks per year.

- d. Bargaining Unit Substitute A bargaining unit member who is substituting in another position within the bargaining unit where the absent employee has a return right to that position.
- e. Non-Bargaining Unit Substitute A non-bargaining unit employee who is occupying a position during the process of filling a vacancy or who is substituting for a bargaining unit member who is absent and has a return right to the position.
- f. Except as authorized in section e. above, non-bargaining unit substitutes shall not be assigned any hours when regular bargaining unit members are available and willing to do the work. For example, if one additional person is required to help take down the bleachers, this work would be offered to a regular Union employee before being offered to a non-unit substitute.

**ARTICLE 2**  
**CONTINUITY OF OPERATIONS**

**Section 2.1**  
**No Strike**

The Association agrees that neither it nor its members, nor any person acting on its behalf will cause, authorize, support or take part in any strike (i.e. the concerted failure to report for duty, or willful absence of an employee from his/her position, or stoppage of work in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) during the life of this Agreement.

**Section 2.2**  
**No Lockout**

The Employer agrees that neither it nor its administration, nor any person acting on its behalf will cause, authorize, or support any lockout (i.e. the concerted failure to allow employees to report for work or send them home thereafter) during the life of this Agreement. It shall not be considered a lockout if any portion of the

Ludington Area Schools' employee groups are on strike or any other type of work stoppage and said group is represented by MEA.

**ARTICLE 3**  
**WAIVER**

**Section 3.1**  
**Waiver**

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings between the parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or bargain with respect to any matters provided, however the Association shall retain the right to bargain over rates of pay for new classifications when those classifications are put into operation.

**ARTICLE 4**  
**UNION SECURITY AND PAYROLL DEDUCTIONS**

**Section 4.1**  
**Agency Shop Dues and Service Fees**

- a. All bargaining unit members shall be required as a condition of employment to pay either membership dues or a service fee. Such amounts will be determined by the Association in accordance with its procedures and will be payroll deducted in amounts and according to a schedule coordinated with the business office. The deduction of dues and service fees is required as a condition of this Agreement and as such, dues and service fees will be deducted pursuant to the authority set forth in MCLA 408.477; MSA 17.277 (7).

Payment of dues or service fees is required within forty-five (45) work days of beginning unit work.

The Association agrees to hold the Employer harmless against claims that may arise out of the Employer's agreement to withhold dues and service fees.

*(Note: Letter of Agreement attached to this contract.)*

- b. Pursuant to Chicago Teachers Union v Hudson, 106 S CT (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 thereof, shall be 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 any administrative or judicial procedure. Such disputes are not subject to the grievance procedure set forth in this Agreement.
- c. The Employer agrees to provide this service without charge to the Association.

**ARTICLE 5**  
**SPECIAL CONFERENCES**

**Section 5.1**  
**Special Conferences**

- a. Special conferences for important matters may be arranged between the Association representative and the Employer or its designated representative upon the request of either party. Such



meetings shall be between at least two representatives of the Association and two representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those indicated in the agenda. Conferences shall be held at a mutually agreed time. The members of the Association shall not lose time or pay from their regular schedule for time spent in such special conferences. This meeting may be attended by non-employee representatives of the Association and Employer.

- b. The Association representatives may meet on the Employer's property preceding the conference.

**Section 5.2**  
**Special Meetings**

The Employer and the Union shall, from time to time, schedule meetings between employees and supervisors, the purpose of which will be discussion of job related concerns of either party. Any meeting of this type must include the Superintendent or his/her designee.

**ARTICLE 6**  
**GRIEVANCE & ARBITRATION PROCEDURE**

**Section 6.1**  
**Grievance Definition**

A grievance shall be a complaint by an employee or the Association concerning the application and interpretation of this Agreement.

It is expressly understood that the following matters are not subject to the grievance procedure:

- a. Any matter involving the discipline (including

termination) of probationary or substitute employees.

- b. Any matter for which there is an administrative procedure available for seeking remedy under state or federal law (i.e. Wage and Hour, MERC, EEOC, etc.) where a complaint has been filed.
- c. Any matter involving the content of employee evaluations unless the evaluation leads to the issuance of discipline.

**Section 6.2**  
**Grievance Procedure**

All grievances shall be processed in the following manner:

- a. Step 1. Verbal Procedure. The grievance shall be taken up by conference between the employee and/or the Association and the employee's immediate supervisor with the employee's Association representative, if requested by the employee, provided however, that all grievances must be brought to the Employer's attention within ten (10) working days from the date of the occurrence which gave rise to the grievance or the employee's or Association's first knowledge thereof. The immediate supervisor shall give his or her answer within five (5) working days after receipt of the grievance.
- b. Step 2. Written Procedure. If the grievance is not satisfactorily settled by the Step 1 procedure, the answer of the immediate supervisor may be appealed by the employee by reducing the grievance to writing and submitting it to the Director of Business Services within five (5) working days after the immediate supervisor's response. The Director of Business Services shall give his/her response to the grievance within five (5) working days after receipt.

- (1) All written grievances shall be reduced to writing on a form provided in accordance with the following:
  - (a) It must be signed by the grievant(s) or the Association.
  - (b) It must contain a synopsis of the facts giving rise to the alleged violation.
  - (c) It must quote the Articles and/or Sections of the contract alleged to have been violated.
  - (d) It must contain the date(s) of the alleged violation.
  - (e) It must specify the relief requested.
  - (f) It must be signed and dated by the Employer and Association representatives upon receipt.
  - (g) The Employer representative must give a written answer to any written grievances presented.

- c. Step 3. If the grievance is not satisfactorily settled by the Step 2 procedure, the answer of the Director of Business Services may be appealed by the employee by presenting the grievance to the Superintendent of Schools or his/her secretary within five (5) working days after the receipt of the Director of Business Services' response. Upon receipt of the grievance, a meeting shall be scheduled and held within ten (10) working days between the Superintendent of Schools and Association representatives to discuss the grievance. Either party may have non-employee

representatives present if desired. The Superintendent shall give his/her answer in writing to the Association President or Vice-President within five (5) working days after such meeting.

- d. Step 4. If the grievance is not satisfactorily settled by the Step 3 procedure, the answer of the Superintendent of Schools may be appealed by the Employee submitting the grievance to the Secretary of the Board of Education within five (5) working days after receipt of the Superintendent of Schools' response. Upon receipt of the grievance, a meeting shall be scheduled and held within fifteen (15) working days between the Board of Education and the Association to discuss the grievance. The Board of Education shall respond in writing to the Association President or Vice-President within five (5) working days after the meeting.

*The above described board level hearing will be suspended for the 1999-00 fiscal year. The parties agree to review the grievance procedure prior to June 30, 2000. If as a result of the discussions, the parties jointly agree to continue the exclusion of the board level appeal, the board level will be permanently removed.*

*During the 1999-2000 fiscal year, the parties agree to an alternative step four (4) which will be optional at the request of either party. After an arbitration demand has been submitted, either party may request the grievance be mediated through the mediation procedures available through the Michigan Employment Relations Commission.*

**Section 6.3**  
**Policy Grievances**

Alleged violations of this Agreement which affect a group of employees or the bargaining unit as a whole, may be the subject of

a policy grievance filed by the Association and such grievance shall be initiated at Step 3 of the grievance procedure.

**Section 6.4**  
**Arbitration Request**

The Association may request arbitration of any unresolved grievance by giving written notice of its intent to arbitrate to the Employer within thirty (30) calendar days after receipt of the Superintendent's response in Step 3.

**Section 6.5**  
**Time Limits**

All grievances must be processed within the time limits established in the grievance procedure, provided however, that the time limits may be extended by mutual written agreement between the Employer and the Association. If the time limits and the steps of the grievance procedure are not followed by the Association, the grievance shall be considered resolved and terminated in accordance with the Employer's last answer.

**Section 6.6**  
**Selection of Arbitrator**

Upon receipt of the written request to arbitrate a grievance, a panel of arbitrators shall be obtained from the American Arbitration Association and an arbitrator shall be selected and the proceedings held in accordance with the rules of the American Arbitration Association, unless the parties mutually agree to obtain an arbitrator from the Federal Mediation and Conciliation Service. The fees and services of the arbitrator and the arbitration proceedings shall be shared equally by the Employer and the Association except that each party shall assume its own expenses.

**Section 6.7**  
**Arbitration Hearing**

An employee involved in a grievance may attend the arbitration hearing. If the grievance concerns more than one (1) employee, the Association may select one (1) representative employee to attend the hearing. Any employee called as a witness shall be

excused from the hearing after his/her testimony is completed. Any employee called as a witness, whether by the Employer or the Association, shall make himself/herself available to present testimony and to submit such evidence as is relevant to the arbitration.

**Section 6.8**  
**Arbitrator's Jurisdiction**

The arbitrator's decision shall be based on the express terms and conditions of this Agreement. He/she shall not have authority to rule upon the exercise of the Employer's rights as provided herein and by law except to the extent that such rights have been expressly limited or delineated by the express terms and provisions of the Agreement. The Arbitrator's decision shall be final and binding upon the Employer, Association and employees. However, both parties reserve the right to judicial review of the decision where such was in excess of the arbitrators jurisdiction or was contrary to law.

**Section 6.9**  
**Lost Time**

An employee who in the administration of this Agreement must attend a meeting with representative of the Employer during his/her regular work schedule, shall be compensated at his/her regular rate for such time lost from his/her regular work schedule.

**Section 6.10**  
**Back Pay**

Any award issued by an arbitrator in accordance with this Agreement, where back pay is ordered, shall be reduced in an amount equal to any interim earnings received by the employee. Interim earnings shall include any wages or compensation received in other employment which conflicts with the employee's work schedule with the district, unemployment or workers compensation payments, but it shall not include wages or earnings that the employee would have otherwise received had the employee continued to be employed by the Employer. In no event shall back pay exceed the amount the employee would have received had the employee's employment with the Employer continued.

ARTICLE 7  
HOURS OF WORK

Section 7.1  
Schedules

The Employer reserves the right to establish and change hours of work and work schedules for employees covered by this Agreement. One week's advance notice shall be given prior to such change becoming effective. Notice shall not be required in regard to part-time (less than 35 hours per week) employees.

- a. Full-time Office Personnel, Aides, and Food Service employees normal workday shall be at least seven (7) hours per day and thirty-five (35) hours per week, Monday through Friday. Mutual agreement or twenty-four (24) hour notice is necessary when assigning additional time.

Part-time employees shall work less than seven (7) hours per day as scheduled by the Employer. The normal workday or workweek shall not constitute a guarantee of work.

- (1) Full-time employees shall receive one (1) hour off without pay for lunch and a fifteen (15) minute rest period with pay in each half of their regular shift as scheduled by the Employer.

Part-time employees who work at least three (3) consecutive hours shall receive one (1) fifteen (15) minute rest period with pay. Part-time employees who work at least five (5) consecutive hours may receive an unpaid lunch of at least thirty (30) minutes but not to exceed one (1) hour and thirty (30) minutes in duration.

- (2) Full-time employees called back to work after the end of their regular shift

shall receive a guarantee of two (2) hours' work or pay at the rate of time and one-half (1-1/2).

- (3) Additional work time in the Food Service Department, beyond regularly scheduled hours of work, shall be logged by use of a chart and will be assigned by the Supervisor on a rotation basis. The Supervisor will share his/her assignments with the Union designated person. The Union designated person will be able to check with any employee to insure that the chart is correct. Additional work time that is refused will be charged against the employee on the chart for the purpose of balancing additional work time beyond regularly scheduled hours. Twice a year the rotational system will be suspended to allow employees with fewer additional work hours to reach the maximum number of additional hours worked by any employee on the chart. The rotation system will be resumed when all employees are within five (5) hours of the employee credited with the maximum number of additional hours.

b. Full-time Custodians and Custodian-Bus Driver employees' normal workday shall be eight (8) hours per day and forty (40) hours per week as scheduled by the Employer. The normal workday or workweek shall not constitute a guarantee of work.

- (1) Full-time employees shall receive one (1) hour off without pay for lunch. When school is not in session, full-time employees shall receive one-half (1/2) hour without pay for lunch. On the night shift during the school year, full-



time employees shall receive one-half (1/2) hour paid lunch.

- (2) Overtime will be covered by the use of an "overtime chart" and will be assigned by the supervisor of the buildings and grounds on a rotation basis. The supervisor will share his/her assignments with the union designated person. The union designated person will be able to check with any employee to insure that the chart is correct. Overtime that is refused will be charged on the overtime chart for the purpose of balancing overtime.

- c. The one week advance notice for changes in schedules and hours of work need not be given in case of emergencies, Acts of God, or situations beyond the control of the Employer.

**Section 7.2**  
**Premium Pay**

- a. All employees, except Bus Drivers when driving a bus, shall receive time and one-half (1-1/2) their regular rate of pay for all #pre-approved work performed:
  - (1) In excess of eight (8) hours in one day.
  - (2) On Saturday and Sunday.
  - (3) On recognized holidays as set forth in this Agreement.

# (Pre-approval shall not be necessary in times of emergency or in maintenance work assigned during the normal day which must be completed before the start of the next school day.)

Bus Drivers\* shall receive time and one-half (1-

1/2) their regular rate of pay in the following circumstances:

- (1) In excess of eight (8) hours in one day.
- (2) In excess of forty (40) hours in one week.
- (3) On Sundays and recognized holidays as set forth in this Agreement.
- (4) On Saturdays when another member of LESPA (on the same trip) is scheduled to receive time and one-half (1-1/2) their regular rate of pay.

\* (It is mutually agreed that if a Bus Driver is assigned non-driving duties on a Saturday that the rate of pay shall be one and one-half (1-1/2) their regular rate of pay.)

Where an employee's schedule incorporates a Saturday or Sunday as part of the employee's regular work week, premium pay for Saturday and Sunday will be issued on the sixth and seventh day of the employee's work week. In the event a position is realigned to incorporate a Saturday or Sunday, it will be posted as a vacancy. In the event no qualified employee applies, it will be assigned to the least senior employee in the affected classification.

- b. Saturday and Sunday building checks shall be considered part of the regular duty of the head building custodian. Custodians shall receive ten dollars (\$10.00) for building checks and twenty dollars (\$20.00) per day for duty on elections.

ARTICLE 8  
COMPENSATION

Section 8.1  
Rates of Pay

The following minimum hourly rates of pay are established for the full-time classifications indicated below effective the first pay period on or after the date indicated:

CLASSIFICATIONS

- |   |  |
|---|--|
| 1 | BOOKKEEPER   |
| 2 | SECRETARY TO PRINCIPALS, OTHER ADMINISTRATORS, AND COMPUTER TECHNICIAN |
| 3 | BUILDING GENERAL SECRETARIES   |
| 4 | TELEPHONE OPERATOR, LIBRARY SECRETARIES, CLERKS                        |
| 5 | ASSISTANT COOK   |
| 6 | CUSTODIANS & IN-SCHOOL SUSPENSION ATTENDANT**                          |

\*\* Grandfather present employee; may be reclassified when present employee leaves the unit.

It is the mutual understanding between the Ludington Area School District and the Ludington Educational Support Personnel Association that the Secretarial Classifications denoted #2, #3, and #4 in Article 8.1 of the master agreement are to be considered one classification and that seniority in one is to be considered seniority in all. The numbers 2, 3, and 4 simply denote pay grades as defined in Article 8.1 within the Secretarial Classification. It is understood that placement for pay purposes in a classification and seniority are not synonymous. Seniority is governed by Article 10. Pay classification is governed by Article 8.8.

Effective July 1, 1998

CLASSIFICATION

	Start	<u>1-Year</u>	<u>2-Years</u>	AFTER <u>3-Years</u>	<u>4-Years</u>	<u>10-Years</u>
1	\$10.51	\$11.03	\$11.23	\$11.79	\$12.45	\$12.61
2	9.43	10.02	10.40	10.92	11.54	11.69
3	9.32	9.87	10.22	10.80	11.43	11.59
4	8.64	9.19	9.55	10.19	10.66	10.82
5	8.64	9.19	9.55	10.19	10.66	10.82
6	10.51	11.03	11.23	11.79	12.45	12.61

Beginning July 1, 1999

CLASSIFICATION

	Start	<u>1-Year</u>	<u>2-Years</u>	AFTER <u>3-Years</u>	<u>4-Years</u>	<u>10-Years</u>
1	\$10.67	\$11.20	\$11.40	\$11.97	\$12.64	\$12.80
2	9.57	10.17	10.56	11.08	11.71	11.87
3	9.46	10.02	10.37	10.96	11.60	11.76
4	8.77	9.33	9.69	10.34	10.82	10.98
5	8.77	9.33	9.69	10.34	10.82	10.98
6	10.67	11.20	11.40	11.97	12.64	12.80

**Section 8.2**

**Night Premiums**

All employees who are regularly scheduled to work the 3 to 11 p.m. shift shall receive an additional thirty cents (\$0.30) per hour premium.

Custodians assigned an eight hour shift scheduled to begin at 10 p.m. or later shall receive an additional forty-five cents (\$0.45) per hour premium.

**Section 8.3**

**Head Custodian and Maintenance Premium**

Employees classified as a Head Custodian or Maintenance Employee shall receive an additional yearly premium as follows:

0-200 students .....	\$ 450.00
201-500 students .....	\$ 600.00
Secondary Complex .....	\$1,200.00
Maintenance .....	\$1,200.00

**Section 8.4**

**Regular Part-time Rates of Pay**

The following minimum rates of pay are established for the regular part-time classifications listed effective the first pay period on or after the date indicated:

Effective July 1, 1998

CLASSIFICATION	AFTER Start	AFTER			
		<u>1-Year</u>	<u>2-Years</u>	<u>3-Years</u>	<u>10-Years</u>
Media Machine Operator	\$8.63	\$9.05	\$9.22	\$9.74	\$9.90
Food Service Aide	8.11	8.64	8.91	9.21	9.36
Aides (5 + hrs/day)	8.29	8.83	9.05	9.21	9.36
Aides (0 to 4.99 “)	8.63	9.05	9.11	9.42	9.58
Bus Driver	10.51	11.12	11.59	12.45	12.61

Beginning July 1, 1999

CLASSIFICATION	AFTER				
	Start	<u>1-Year</u>	<u>2-Years</u>	<u>3-Years</u>	<u>10-Years</u>
Media Machine Operator	\$8.76	\$9.19	\$9.36	\$9.89	\$10.05
Food Service Aide	8.23	8.77	9.04	9.35	9.50
Aides (5 + hrs/day)	8.41	8.96	9.19	9.35	9.50
Aides (0 to 4.99 “)	8.76	9.19	9.25	9.56	9.72
Bus Driver	10.67	11.29	11.76	12.64	12.80

**Section 8.5**  
**Longevity**

All full-time employees in Classifications 1 through 4 shall receive, as of July 1 of each year, a longevity bonus in the amount of Fifty Dollars (\$50.00) for each year of continuous service up to ten (10) years with a maximum benefit of Five Hundred Dollars (\$500.00). No more than one year of additional longevity credit shall be granted each year, i.e., a ten (10) year employee in 1990 who received five (5) years longevity (\$250) would get a six (6) year longevity payment of (\$300) in 1991.

**Section 8.6**  
**Professional Development**

A professional development increment of \$0.30 per hour will be paid to qualifying instructional aides on the basis of additional training appropriate to their specific assignment as approved, in advance, by the Superintendent or his/her designee. Previous training may be submitted for evaluation by the Superintendent or his/her designee.

An employee in any classification may request prior approval to attend additional training in his/her area of work responsibility, and if approved by the Superintendent of Schools, the district will pay all or part of the cost of such training. Cost may include all or part of the following: Fees, travel, meals, lodging, and appropriate hourly wage.

**Section 8.7**

**District Unemployment Denial Expense Reimbursement**

If an employee, after receiving reasonable assurance (in writing) that his/her job will be available in the following year, files for unemployment and is denied, the employee shall reimburse the district (after all appeals) for the time spent by the Supervisor of Accounting Services (\$18 per hour) in preparing all necessary forms for the MESC office. Failure to reimburse the school district within ten (10) days (after all appeals) of the notice of final denial shall constitute resignation from the Ludington Area Schools with loss of all seniority rights, employment rights, and fringe benefits.

Any employee not assigned on the first student day is not subject to the above language.

**Section 8.8**

**Advancement on Step**

Effective July 1, 1999, step increases will be adjusted on July 1 each year for all non-probationary employees. Step increases will not be granted to employees who have not worked (i.e. due to being hired during the year, being laid off or on unpaid leave) at least fifty (50) percent of the work days the position they occupy would be scheduled for in a full fiscal year.

**ARTICLE 9**

**WORK LOAD AND ASSIGNMENT**

**Section 9.1**

**Classification Responsibilities**

The Employer shall establish work responsibilities for each classification covered by this Agreement. Job descriptions or classification specifications if established by the Employer may be

revised from time to time as working conditions and skills needed to perform the duties of the position require. Upon request from the Association, copies shall be furnished to the Association. The Association acknowledges that job descriptions and work specifications shall not be subject to negotiations. However, if a new classification or position is established in the bargaining unit by the Employer during the term of the Agreement, the Employer agrees to negotiate with the Association the wages of such new classification or position prior to posting the vacancy.

**Section 9.2**

**Food Service Aides/Maintenance of Vehicles**

Food Service Aides shall not perform gas and oil maintenance on their vans.

Food Service Aides who drive the delivery vans shall have fifteen (15) minutes of paid time each day to clean the delivery vehicles. Such cleaning shall include every-other-day power washing of the inside of vehicles and spot cleaning on days of non-power washing.

**Section 9.3**

**Food Service Recycling**

Food service van drivers shall be paid, if assigned, for the time involved in recycling materials. The Employer shall have the right to determine the method in which the materials are to be transferred from the vans to the storage vehicle.

**ARTICLE 10**  
**SENIORITY**

**Section 10.1**

**Seniority Defined**

All employees shall have seniority in classification and shall be protected in that classification. They shall not be released from that classification except where the employee has been proven to be negligent in the performance of duty or when the employee has demonstrated an inability to perform duties required by the job description or when the position within the classification or part of



the position within the classification has been eliminated.

Seniority shall not be affected by race, creed, sex, marital status or dependents of employees.

**Section 10.2**  
**Probationary Period**

New employees hired into the unit shall be considered as probationary employees for the first forty-five (45) working days of their employment. When an employee finishes the probationary period by accumulating forty-five (45) days of employment, he/she shall rank for seniority from the date hired for a properly posted position. Probationary employees may be terminated by the Employer without regard and without recourse to this Agreement.

**Section 10.3**  
**Seniority List**

The seniority list on the date of this Agreement will show the names and job classification of all employees of the union entitled to seniority. The Employer will provide the local union with up-to-date copies of the seniority list on an annual basis.

- a. No employee shall gain hire date seniority unless employed in a position that has been properly posted with all employees.
- b. The parties have agreed upon a seniority list effective the date that this Agreement is signed.

Should employees have the same initial hire date with the Employer, the tie will be broken by a drawing held in the presence of the employees with the same date of hire.

**Section 10.4**  
**Loss of Seniority**

An employee shall lose his/her seniority for the following reasons only:

- a. He/she quits.

- b. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- c. He/she is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer shall send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. The Employer may waive this requirement in special cases.
- d. If he/she does not return from a leave of absence at the required time or fails to return to work upon recall as set forth in the recall procedure.
- e. If the employee is on continuous layoff for a period of two years or the length of his/her seniority, whichever is less.

**ARTICLE 11**  
**STAFF REDUCTIONS**

**Section 11.1**  
**Layoff and Reduction**

Layoff shall mean a reduction in the work force. Layoff shall be accomplished in the following manner:

- a. When it may for any reason be necessary to reduce the staff in any classification, the person having the lowest seniority in that classification shall be laid off first and in rehiring preference shall be given in order of seniority. All probationary employees in the classification affected shall be laid off first.
- b. In the event a full-time (35 or more hours per week) employee's job is either eliminated or reduced in hours, he/she will be given the opportunity to bump any employee with less

seniority in the same or another classification if qualified.

- c. In the event a part-time (less than 35 hours per week) employee's job is either eliminated or reduced in hours, he/she will be given the opportunity to bump any part-time (less than 35 hours per week) employee with less seniority in the same or another part-time classification if qualified.
- d. A laid off employee shall, upon advance application to the Employer, be granted priority status on the substitute list according to his/her seniority. Laid off employees may continue any and all of their insurance benefits by paying the regular monthly subscriber group rate premium for such benefits to the Employer. This provision is subject to the approval of the insurance carriers involved.
- e. In the event that a layoff involves several employees, upon request of the Association, a special conference may be held.
- f. Employees shall be provided ten (10) working day's notice of layoff, except that as of ten (10) working days after the first day of school each year, the Employer shall provide aides with ten (10) working days notice of layoff. Aides that are not assigned within the first ten (10) working days of a new school year shall be considered to be on layoff.

**Section 11.2**  
**Recall From Layoff**

When the Employer is seeking employees due to: vacancies due to retirement, vacancies due to termination, vacancies due to long-term illness, or a need to increase the work force, employees who have retained their seniority shall be recalled in the following manner:

- a. No recall shall be made until those presently working within the affected classification have had the opportunity to bid on the open position.
- b. Provided the employee(s) has/have the ability and qualifications to perform the required work, the first employee to be recalled shall be the/ those employee(s) laid off within the affected classification. The employee with the greatest seniority, within the affected classification, shall receive the first notice of recall. No vacancy shall exist until all laid off employees, within the affected classification, have had the opportunity to respond to a recall notice.
- c. Notice of recall shall be given to the employee personally or mailed to the employee at his/her last known address by certified mail, return receipt requested. If the employee fails to report for work within fifteen (15) working days from the date of receipt of the notice, or if the certified letter is undeliverable for fifteen (15) working days, he/she shall be considered as a voluntary quit.

**ARTICLE 12**  
**VACANCIES, TRANSFERS AND PROMOTIONS**

**Section 12.1**  
**Transfers to Non-Bargaining Unit Positions**

An employee transferred to a non-bargaining unit position shall not accumulate seniority while in the non-bargaining unit position, but his/her seniority earned shall be retained and frozen. If the employee is transferred back into the bargaining unit, he/she shall pick up his/her frozen seniority. The Union acknowledges that the Employer retains the right to determine the wages, hours, terms and conditions of employment for all non-bargaining unit employees, including the right to determine whether or not an employee is transferred back into the bargaining unit.

**Section 12.2**  
**Job Posting and Bidding Procedures**

- a. All employees shall be notified in writing or by posting at their place of work of all vacancies which are to be filled and/or newly-created positions or classifications within ten (10) working days after the vacancy occurs, unless extended by mutual consent. Employees interested in applying for the position shall make application to the Superintendent of Schools or the designated supervisor. The time limit for applications shall be five (5) days after the posting unless extended by mutual agreement.

Vacancy postings will list the classification, qualifications, building location, general description of the work, the regular schedule of hours and the anticipated beginning date.

Vacancies will be filled in the following sequential order:

- (1) The Employer shall select the best qualified candidate from those applying from the classification in which the vacancy exists by considering the following: Seniority within the classification of the vacancy, work record, and ability demonstrated within the classification of the vacancy.
- (2) Vacancies within a classification without applications by the posted deadline from current employees within the classification of the vacancy, shall be posted with all employees and also for non-employees.
  - (a) No new employee shall be interviewed for a vacant position until the four (4) applicants from the unit with

the greatest seniority have been interviewed and have been determined by the Superintendent or the immediate supervisor to be unacceptable for the posted position.

- (b) Other members of the unit (with less seniority than the four that are guaranteed an interview) will be considered before the applications from non-current employees.
- (c) In all cases, the Employer shall select the best qualified candidate from those applying by considering the following: ability demonstrated, work record, and seniority.

- b. Bargaining unit members hired from outside the classification shall be granted a four (4) week trial period.

Bargaining unit members transferred from within the classification shall be granted a two (2) week trial period.

In the event the district returns the employee (or the employee elects to return) to his/her former position during the trial period, the vacancy will be re-posted and the applicants from the initial posting will be contacted to ascertain their continued interest in consideration for the position.

- c. Should a position increase in hours by two (2) or more hours per day in a fiscal year (July 1 to June 30) or if a part-time position becomes full-time, the position will be re-posted, subject to the following conditions:

- (1) This provision will not apply to special education one-on-one Aide positions or to positions where specialized training has been implemented for the incumbent employee.
  - (2) This provision will not apply where the adjustment in hours is not anticipated to exceed sixty (60) consecutive working days.
- d. For informational purposes, the Employer shall furnish the Association with a copy of each job posting at the time the notice is posted or mailed and a notice of the successful applicant.
- e. Vacancies created by leaves of absence or vacations shall not be posted except as required under Article 23.
- f. No employee shall be allowed to transfer under the provisions of this Section more than once in any twelve (12) month period, unless otherwise mutually agreed by the parties.
- g.
  - (1)
    - (a) Employees transferred to a new pay classification under the provisions of this Section shall receive the rate of pay of the classification awarded immediately higher than the applicant's prior classification rate at the time of the selection.
    - (b) Advancement in the classification rate thereafter shall be made on the employee's anniversary date of employment with the district. This subsection will terminate effective June 30, 1999, after which time Article 8.8 will be

operative. In order for those employees who received a step increase during the 1998-99 fiscal year to receive another adjustment on July 1, 1999, the employee must have worked at least fifty (50) percent of the work days his/her position would be scheduled for in a full fiscal year.

- (2) During the trial period set forth above, employees shall remain at their current rate of pay in their former classification.
  
- h. Bus runs which are vacant and which are to be filled may be bid on by bus drivers. After considering all of the circumstances concerning the run, all of the applicant's work record, experience, ability, judgment, and seniority, the applicant determined best qualified for the run by the Transportation Supervisor shall be awarded the run.

**ARTICLE 13**  
**LEAVES OF ABSENCE**

**Section 13.1**  
**Unpaid Leaves of Absence**

- a. Leaves of absence for periods not to exceed one (1) year shall be granted in writing, without loss of seniority, for:
  - (1) Illness (physical or mental) or injury to the employee (including pregnancy disabilities). The Employer reserves the right to require medical verification satisfactory to the Employer.
  
  - (2) Prolonged illness in immediate family which requires the employee's care with doctor verification required. Immediate



family is defined to be spouse or dependent children only.

- (3) Employees qualifying under the Family and Medical Leave Act shall qualify for all benefits required by such Act.
- b. Leaves of absence not to exceed one (1) year may be granted in writing, without loss of seniority, for child care.
- c. Two (2) members of the Association selected to attend a function of the Association, such as conferences or conventions, shall be allowed time off to attend, limited to two (2) calendar weeks at any one time, provided that two (2) weeks' advance notice is given and personnel requirements can be satisfactorily met.
- d. An employee on an approved leave of absence shall accrue seniority but after thirty (30) days of such leave, the employee shall be responsible to assume the full cost for any insurance programs and all fringe benefits shall not accrue but shall be frozen at the level obtained at the time of such leave.
- e. An employee granted a leave of absence for three (3) months or less and who returns within the terms of the leave shall return to his/her same position worked at the time the leave was granted, unless the position no longer exists, at which time the employee shall return to an equivalent position.
- f. The Board may grant educational leave not to exceed one (1) employee in each classification at one time.
- g. The Employer may grant other leaves of absences up to one year for reasons other than stated above.

- h. Leaves of absence will not be granted for periods in excess of one (1) year absent a mutually acceptable letter of agreement being entered into between the Board and Association which outlines all conditions associated with the extension of the leave. It is understood that seniority will not accumulate under any letter of agreement entered into by the parties.

**Section 13.2**

**Jury Duty**

All employees who serve on jury duty will be paid the difference between their pay for jury duty and their regular pay.

**Section 13.3**

**Workers Compensation**

Each employee will be covered by the applicable Workers Compensation laws. The Employer further agrees that an employee being eligible for Workers Compensation will receive, in addition to his/her Workers Compensation, an amount to be deducted from his/her accumulated sick leave sufficient to make up the difference between Workers Compensation and his/her regular weekly income until the accumulated sick leave has been exhausted.

**Section 13.4**

**Sick Leave Bank**

A voluntary sick leave bank will be established for all eligible employees (those working 20 hours per week or more) who choose to participate, which will be operated as follows:

- a. Each employee enrolling in the bank will donate two (2) days of his/her sick leave to the bank each year until the bank is built up to a maximum of five hundred (500) days. No more days will be added to this maximum until the bank is depleted to three hundred (300) days. The bank will then be built up to five hundred (500) days again and the process repeated. Employees will be notified when deductions are being made to

replenish the bank.

- b. Additions will be made to the bank at the beginning of each fiscal year according to the above limitations.
- c. If there are no days accumulated in the bank at the time a call is made upon it during the period of a day accumulation, a member of the bank will be returned his/her two (2) days, so as not to be penalized as a result of becoming a member of the bank.
- d. A person withdrawing from membership in the bank will not be able to withdraw the contributed days.
- e. The first thirty (30) work days of illness or disability will not be covered by the bank but must be covered by the person's own accumulated sick leave or absence without pay.
- f. A person will not be able to withdraw days from the bank until his/her own accumulated sick leave is depleted.
- g. (1) A maximum of ninety (90) work days for each illness or disability can be drawn by one individual from the bank subject to the following requalification requirements:
  - (a) If an employee has been absent for ninety (90) work days as set forth above, the employee must return to work for a period of thirty (30) work days in addition to fulfilling the requirements of sections e. and f. above in order to requalify for additional days from the sick bank.

- (b) If the absence is less than ninety (90) work days, the requirements of sections e. and f. above must be fulfilled.
- (2) Employees eligible for Worker's Compensation benefits under Section 13.3 may not draw benefits from the sick bank.
- (3) Unpaid leave status for purposes of Section 13.1 shall begin effective with the exhaustion of individual sick leave under Section 13.5. Time compensated under the bank will serve to extend the period of unpaid leave by a corresponding number of unpaid days.
- (4) Other income from the Board will reduce the amount of daily benefits under the sick bank. Days in such instances will be deducted from the bank on a prorated basis. The proration will not extend the number of work days from the bank due to such proration.
- h. Persons withdrawing sick leave days from the bank will not have to replace those days except as a regular contributing member of the bank.
- i. New employees will have 30 days from the date they complete their probationary period to enroll in the sick bank.
- j. Except as set forth in section k. below, all withdrawals from sick bank membership will be considered permanent.
- k. Employees leaving the employ of the district who are re-hired at a later date may re-enroll in the sick bank upon their re-employment.

**Section 13.5**  
**Sick Leave**

Sick leave will be granted for an employee's personal illness or disability. Up to three (3) days of sick leave will be allowed for each illness in the immediate family (spouse, children, parents, siblings, and/or grandparents or claimed dependents as defined by the IRS) that necessitates the presence of the employee. Additional sick leave for this purpose may be granted by the Superintendent or his/her designee if the seriousness of the illness necessitates the employee's presence. Upon the request of the employee, the Superintendent or his/her designee may authorize extra days without pay for extended family illness.

- a. All full-time (35 hours weekly) employees covered by this Agreement shall be granted twelve (12) sick leave days per year as of July 1 of each year, except for new employees hired after July 1 of each year shall be prorated one (1) day per month for the remainder of the year (provided, however, no employee shall be eligible for sick leave during the probationary period as provided in Article 10, Section 10.3) with one hundred (100) days' accumulation. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

On June 30th of each year, any full-time employee who has an excess of 100 days of sick leave shall receive, if requested, in the first pay check in July \$20.00 for each day over 100, or, the employee may request that all days over 100 as of June 30 of any given school year be banked in his/her name for payoff per the contract upon leaving the employ of the school system.

- b. Part-time employees (20 hours or more) working on a regular basis, shall receive sick leave benefits on a prorata basis, using thirty-five (35)

hours per week as the full-time base and twelve (12) days per year as the maximum annual sick leave allocation.

Employees working less than twenty (20) hours per week shall be granted four (4) sick days per year, such days prorata based upon the employee's daily schedule. (i.e., 3 hour person receives pay for 3 hours as 1 sick day)

Unused days will accumulate to a total not to exceed 100. Employees will be granted the hours they are presently working at the time the day is taken, regardless of the hours per day of other years' accumulation.

Those part-time employees with more than 100 days of sick leave as of June 30th of each year shall receive, if requested, on the first pay date in July \$20.00 or one-half of normal daily rate, whichever is the lesser amount, for each day over 100, or, the employee may request that all days over 100 as of June 30 of any given school year be banked in his/her name for payoff per the contract upon leaving the employ of the school system.

- c. An employee who has accumulated days of sick leave will be reimbursed at the following rates or one-half of their daily rate, whichever is the lessor amount, upon leaving the employ of the Ludington Area Schools:

0 to 50 days .....	\$20.00 each
51 to 80 days .....	\$25.00 each
81 to 99 days .....	\$30.00 each
100 to Unlimited .....	\$35.00 each

(By way of illustration, an employee with 125 days will be paid \$35.00 for each day.)

- d. If personal days are not available, sick days may

be requested from the immediate supervisor for non-family funerals; supervisor's decision shall be final. (See Section 13.7 c.)

**Section 13.6**  
**Funeral Leave**

- a. When a death occurs in an employee's immediate family, the employee will be allowed a maximum of four (4) working days' funeral leave. The employee will be compensated at his/her regular salary rate, although the employee must arrange with his/her administrator before such leave.
- b. The employee's immediate family shall include spouse, children and step-children, brother, sister, parents and step-parents, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.
- c. Funeral leave beyond four (4) days granted above may be taken from sick leave. In the sole discretion of the Superintendent, funeral leave days, other than those specified above, may be granted.

**Section 13.7**  
**Personal Day**

Each employee shall be granted personal days according to the following schedule.

**Full-time Employees**

Years of service to the district:

(0-7) - 2 days (to be used at the employee's discretion)

(8-15) - 3 days (one to be deducted from sick leave and must be approved by the immediate supervisor; supervisor's decision shall be final)

(16 and over) - 4 days (two days to be deducted from sick leave and must be approved by the immediate supervisor; supervisor's decision shall be final)

Regular Part-time Employees

Years of service to the district:

(0-7) - 1 day (to be used at the employee's discretion)

(8-15) - 2 days (one to be deducted from sick leave and must be approved by the immediate supervisor; supervisor's decision shall be final)

(16 and over) - 3 days (two to be deducted from sick leave and must be approved by the immediate supervisor; supervisor's decision shall be final)

Employees who enter the service of the school district for part of the year will have the personal days prorated to the nearest full hour. An employee using these days will notify his/her immediate supervisor at least 24 hours prior to taking such a leave unless it is impossible due to an emergency. The personal days may be taken provided that the Employer can obtain a qualified substitute. In all cases, the rate of pay shall equal that which the employee would have received if he/she had worked his/her normal assignment.

- a. This leave shall not be taken the day before nor the day after a vacation or holiday without the approval of the Superintendent of Schools.
- b. If such days are not used, they will be credited to the employee's accumulated sick leave for the coming school year.
- c. Funeral requests within the allotted days, for non-family members, shall be automatically approved. These non-family funeral days shall be taken out of the personal day schedule listed above, following the procedure for sick leave



deduction for the non-discretionary days, if appropriate. If personal days are not available, refer to Section 13.5 d. for non-family funeral days allowed under sick leave.

**Section 13.8**

**Return to Work - Physician's Statement**

When an employee has been cleared to return to work by his/her physician (whether with or without restrictions), the employee will provide a copy of the physician's statement to his/her supervisor and a copy to the business office.

**ARTICLE 14**  
**HOLIDAYS**

**Section 14.1**

**Paid Holidays**

All employees shall receive their regular rate of pay for the hours they would have otherwise been scheduled to work for the following listed holidays. In order to be eligible for holiday pay, the employee must have worked, if scheduled, the day before and the day after the holiday.

Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve (December 24)  
Christmas Day  
Afternoon of New Year's Eve (December 31)  
or Full Day for 12 month employees only  
New Year's Day  
Afternoon of Good Friday (or full day if school is not in session)  
Memorial Day

ARTICLE 15  
VACATION

Section 15.1  
Vacation Benefits

All full-time employees, employed on a twelve (12) month schedule, shall receive vacation pay and vacation leave for the hours which they were regularly scheduled to work at their rate of pay at the time they take their vacation, in accordance with the following schedule:

Less than one (1) year: ..... One (1) day per month of  
work, not to exceed ten (10)  
days  
After one (1) year: ..... Ten (10) days  
After six (6) years: ..... Fifteen (15) days  
After thirteen (13) years: ..... Twenty (20) days  
After seventeen (17) years: ..... Twenty-one (21) days  
After nineteen (19) years: ..... Twenty-two (22) days  
After twenty-two (22) years: ... Twenty-five (25) days

The number of vacation days granted shall be figured from an employee's date of hire as a regular full year employee (see Article 1.1) and all days must be used within the year that they are issued. On each anniversary date as a regular full year employee, the employee shall be notified of the days earned and the date by which they must be used.

(Example: John Smith, hire date 11/10/88. Current date 11/10/94. Vacation days earned fifteen [15]. All days must be used by 11/09/95.)

Section 15.2  
Vacation Periods

Vacation benefits shall be requested by the employee and with the following restrictions shall be granted by the Employer:

- a. Only one employee in each classification may be gone during the first two weeks of school.

- b. No more than two from each classification may be gone at any given time when school is in session. (Christmas and spring breaks shall not be considered as "school in session".)
- c. If more than the allowable number of employees request vacation at the same time, the individual with the most seniority within the classification shall receive the vacation time requested.
- d. Once an individual is granted a requested vacation time by the use of seniority, the individual shall not be eligible to use seniority to gain a requested vacation date until all others in the classification have received the same consideration.

**Section 15.3**

**Advance Vacation Check**

If a regular pay day falls during an employee's vacation, he/she will receive that check in advance before going on vacation, provided at least two (2) weeks' advance written notice is given the Employer.

**Section 15.4**

**Vacation Pay Upon Layoff or Separation of Employment**

If an employee is laid off, retired or severs his/her employment, he/she will receive any unused vacation credit including that accrued in the current year, provided, however, in the case where an employee severs his/her own employment to be eligible for any vacation accrued in the current year, an employee must give at least two (2) weeks' advance written notice.

**Section 15.5**

**Vacation - Retirement**

For a custodian or custodian-bus driver with five (5) or more years of continuous experience but less than six (6) years and who plans to retire, the third week of vacation shall be granted to him/her at the conclusion of his/her final year of employment.

**ARTICLE 16**  
**DISCIPLINE AND PERSONNEL FILES**

**Section 16.1**

**Notice of Discharge or Suspension**

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his/her Association representative of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

**Section 16.2**

**Association Representation**

The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her Association representative and the Employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the discharge or suspension with the employee and the Association representative.

**Section 16.3**

**Appeal of Discharge and Suspension**

Unless prohibited elsewhere in this Agreement, should the discharged or suspended employee and/or the Association consider the discharge or suspension to be improper, it shall be submitted to the third step of the grievance procedure, and proceed from that point.

**Section 16.4**

**Use of Past Record**

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously unless it involves a major offense (i.e. sexual or racial harassment, sexual or racial intimidation, etc.) or a case which has been arbitrated and the discipline is upheld by the arbitrator.

**Section 16.5**  
**Just Cause Discipline**

No seniority employee shall be discharged or disciplined without just cause.

**Section 16.6**  
**Discipline**

To encourage the employee to meet required standards of conduct in relation to the performance of his/her work, a system of progressive discipline shall be applied fairly to all members of the bargaining unit. The severity of the violation may dictate the omission of any step(s).

- (1) Discussion of problems and oral warning(s).
- (2) Written warning(s).
- (3) Suspension(s) without pay.
- (4) Discharge.

**Section 16.7**  
**Personnel Files**

A bargaining unit member shall have the right to review the contents of all records, excluding initial references, of the Board pertaining to said individual, originating after the initial employment, and to have a LESPA representative present at such review. No material originating after the initial employment shall be placed in a bargaining unit member's personnel record unless he/she has had an opportunity to review said material.

The bargaining unit member may submit a written notation regarding any material and the same shall be attached to the material in question. If the bargaining unit member examines the file and does not make any claim that the material is inappropriate or in error following such examination, the material contained in the file shall be considered appropriate and correct. If the bargaining unit member believes the material placed, or to be placed, in

his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the material shall be corrected or expunged from the file.

If a bargaining unit member is requested to sign material to be placed in his/her file, such signature thereon shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the material's content.

**Section 16.8**

**Release of Personnel Records to Third Party**

The Board agrees, that as allowed by law, the employee's personnel and employment records shall not be released to third parties absent the written consent of the employee or pursuant to lawfully issued order or subpoena. If such request is made by a third party, the Board will promptly notify the employee and/or the Association.

**Section 16.9**

**Complaints Against Employee**

Any complaint about an employee that may result in the issuance of discipline will be brought to the attention of the employee within a reasonable time period of the completion of the investigation.

**ARTICLE 17**  
**BUS DRIVERS**

**Section 17.1**

**Bus Drivers' Rights and Responsibilities**

Bus drivers shall be...

- a. ...notified of any student passenger who suffers such serious handicaps as epilepsy, heart condition or diabetes if such conditions are known by the Employer.

- b. ...responsible for supervising students on the bus during regular runs. Drivers may suspend bus riding privileges subject to prior approval of the school administration.
- c. ...responsible for the daily cleaning of their buses as well as safety checks. Fifteen (15) minutes for the morning run and fifteen (15) minutes for the afternoon run will be allowed for those purposes.
- d. ...paid their regular rate of pay for all field trips. A field trip is a trip that is concerned with the pupil's educational classroom program.
- e. ...compensated at one dollar (\$1.00) below the driver's regular rate for all hours spent on an activity trip during which the driver is required to be on duty.
- f. ...allowed to retain their place on the extra board and not be "red lined" if the Employer fails to give forty-eight (48) hours' advance notice of the extra run. Drivers will be allowed one pass per year at their discretion. If all bus drivers should pass at the same time, drivers with the least seniority will be required to take the trips.
- g. ...given priority at the discretion of the Board when assigning additional runs or field trips only after their route responsibilities are completed and within the 8 hour day and 40 hour week maximum time period. Extra trip time does not count toward full-time employee status due to the inconsistency of the assignments throughout the school year.
- h. ...paid at their regular rate for bus driver inservice and required meetings.
- i. ...paid at their regular rate for training-riding with another bus driver to learn a new route.

- j. ...allowed to turn down trips and/or overtime with three (3) days (72 hours) advance notice without penalty.
- k. ...reimbursed the cost of their license (less the cost of a normal operator's license) at the conclusion of one year driving for the Ludington Area Schools. In the case of current drivers, they shall be paid the cost of their license (less the cost of the normal operator's license) on a separate voucher with the first paycheck in June.
- l. ...paid one hour for any call-in for an extra trip that is cancelled less than two hours before the trip was scheduled to leave. (A call-in shall be defined as drivers scheduled for an extra trip on a day they are not scheduled for a regular route or an extra trip that is scheduled to leave one hour or more after they complete their regular route.) Bus drivers not allowed to make their regular run due to being scheduled for an extra trip shall be paid the lesser of the number of hours lost from their regular routes or the hours of the extra trip.

**ARTICLE 18**  
**ALCOHOL/DRUG TESTING**

**Section 18.1**  
**Drug-Free Work Place**

The Union and Employer will endeavor to keep the district free from controlled substances and alcohol. It is further understood that the sale, distribution, use of or being under the influence of alcohol or controlled substances while on the job may subject the employee to discipline up to and including discharge.

**Section 18.2**  
**Employee Testing**

- a. The refusal of an employee to submit to a test will subject the employee to dismissal.



The reasons for requiring an employee to be tested will be consistent with the requirements and federal government guidelines for testing under the Act (whether or not the employee is covered by the Act's provisions), subject to the limitations set forth in 18.2 b., below.

b. The testing of employees not covered by the Omnibus Transportation Employee Testing Act's provisions will be limited to reasonable suspicion testing or, where the employee drives a district vehicle, to post-accident testing.

c. (1) Any employee who tests positive for drugs or alcohol for the first time will be subject to the following:

(a) The employee will be placed on unpaid leave of absence for a period not to exceed six (6) months and will be required to enroll in a substance abuse program under the provisions outlined in Section 18.4 (b-f). All cost associated with the program will be assumed by the employee.

If the employee has already voluntarily utilized the provisions of Section 18.4, its prior usage will constitute the first positive test for purposes of this subsection.

(b) This subsection will not be construed to limit the Employer's ability to discipline (up to and including discharge) an employee for the first positive test, subject to review through the grievance procedure.

- (2) For the second confirmed test result, the employee shall be terminated and such termination shall be final.

**Section 18.3**  
**Employee Compensation**

It is expressly understood that all time spent by employees in submitting to and undergoing testing for drugs or alcohol is work time and compensable at the employee's regular rate of pay.

**Section 18.4**  
**Voluntary Counseling/Treatment**

On a one-time basis, any employee who voluntarily requests alcohol or substance abuse counseling or treatment through the school district before being tested or requested to be tested, shall be referred to a substance abuse professional to determine what assistance, if any, the employee needs in resolving problems associated with alcohol and/or controlled substance use. The employee will be placed on leave status and will not be disciplined for having requested assistance. The provisions of the leave are subject to the following provisions:

- a. The cost of referral and/or evaluation will be assumed by the Employer unless covered by the employee's insurance program.
- b. The employee must show evidence within five (5) calendar days of the request for leave that he/she has an appointment scheduled with a substance abuse professional and must sign a release authorizing the substance abuse professional to communicate with the district's representatives.
- c. The employee must comply with all the conditions set forth by the substance abuse professional and program.
- d. The employee will not be able to return until such time as the employee provides evidence in

writing from the substance abuse professional that he/she is free from drugs and/or alcohol and further provides a negative test result at his/her own expense.

- e. If such conditions are not met in any regard, the employee will be subject to discharge. Any challenge to the discharge will be limited to the issue of compliance.
- f. The duration of the leave will be limited to six (6) months. If the substance abuse professional recommends extension, the leave will be extended up to an additional six (6) months.
- g. The employee will be permitted to utilize individual accumulated sick leave (excludes sick bank benefits under Section 13.4) and accrued vacation days during the leave period. Employees who are normally eligible for insurance benefit payments will continue to receive paid premiums as long as the employee is utilizing paid sick leave or vacation days.

**Section 18.5**  
**Information and Training**

For employees covered by the provisions of the Omnibus Transportation Employee Testing Act of 1991, the parties agree as follows:

- a. The Employer shall provide all bargaining unit members subject to the drug and alcohol testing procedures of this section with annual inservice training on its drug and alcohol policies and procedures, the standards of conduct expected by the Employer relative to alcohol and drug use, the consequences of testing positive, and testing triggers and procedures including a bargaining unit member's right to Union representation. All such training shall be considered paid working time.

- b. The Employer will provide the Association with notice and make available to its designated representatives any training provided to its supervisors regarding the symptoms of alcohol misuse and controlled substance use, purposes of reasonable suspicion testing, and any other drug and alcohol testing training. Said training will be offered to the Union or its designated representative at the same cost that the Employer incurs for the training of its supervisor(s). The Employer shall not be liable for the payment of wages to the Union representative who takes part in said training.

**Section 18.6**

**Union Representation and Notice**

The parties mutually recognize and agree that drug testing is an investigatory proceeding which may subject the employee to disciplinary action to which the employee is entitled to Union representation.

**ARTICLE 19**  
**INSURANCE**

**Section 19.1**

**Hospitalization Insurance**

The Employer agrees to pay the full cost of MESSA Super Care 1 hospitalization insurance premiums for each full-time employee (35 hours weekly) and his/her dependents (provided, however, that the coverage does not represent double coverage for the spouse and dependents) for the Employer's group hospitalization program.

The Employer will offer MESSA Super Care 1 health insurance to all part-time employees. The premium for the insurance shall be paid by the employee. The payment shall be by personal check or money order and shall be paid one month in advance. The Employer shall be under no obligation to keep insurance in force if the premium is not received by Employer at least thirty (30) days before the premium is due.

The Employer agrees to furnish all eligible (full-time) employees the following insurance protection:

MESSA-PAK Super Care 1 -

PLAN A - (for employees needing health insurance)

PLAN B - (for employees not needing health insurance)

A \$2.00 co-pay prescription drug card is included in MESSA-PAK for eligible members.

It is understood that consistent with the Employer's procedures, sponsored dependents are not eligible for enrollment at district expense.

The Employer may change insurance carriers provided that better benefits are provided to the employees.

**Section 19.2**

**Life Insurance**

The Employer shall furnish Negotiated Life insurance (including AD & D for employee only) and Dependent Life insurance, for employees and dependents eligible under MESSA-PAK, (PLAN A or PLAN B).

All LESPA employees working six (6) or more hours per day and thirty (30) hours per week shall receive a \$5,000 term life policy at the Board's expense. This term life policy shall be in addition to any term life that is part of the MESSA-PAK Plan.

**Section 19.3**

**Dental Insurance**

The Employer shall furnish dental coverage through Delta Dental, 60/60/60 Plan, \$1000 with sealants, for each employee (works at least 35 hours per week) and his/her dependents eligible under the MESSA-PAK Plan.

**Section 19.4**  
**Vision Plan**

The Employer shall provide the MESSA VSP-2 Vision Plan for each employee (works at least 35 hours per week) and his/her dependents eligible under the MESSA-PAK Plan.

The Employer will provide the MESSA VSP-2 Vision Plan for all part-time employees (less than 35 hours/week). The Board shall pay 50% of the monthly premium and the employee shall pay 50% of the monthly premium.

**Section 19.5**  
**Commencement of Insurance**

Insurance benefits shall commence the first full month following completion of the probationary period or at such earlier time as the Employer shall establish. Insurance benefits shall cease the first full month following discontinuance of employment, layoff or leave of absence unless the insurance premiums are paid in advance by the employee.

**ARTICLE 20**  
**MANAGEMENT RIGHTS**

**Section 20.1**  
**Reservation of Rights**

The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right...

- a. ...to the management and administrative control of the school system and its properties and facilities, and the professional and occupational activities of its employees: To hire all employees and subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal and to promote and transfer all such employees.

- b. ...to the full and exclusive control, direction and supervision of operations and working forces, and shall have the right to establish new jobs as required by operating procedures, subject to the seniority and other provisions herein contained.
- c. ...to establish reasonable regulations, practices, and safety rules, from time to time, and distribute same to the employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, 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 to the specific and express terms of this Agreement.

**ARTICLE 21**  
**ASSOCIATION RIGHTS**

**Section 21.1**  
**Association Rights**

- a. The Association shall be represented, in all matters pertaining to complaints and/or grievances, by a committee consisting of its officers. The committee shall be chaired by the vice-president.
- b. An Association representative, when called upon by the Association or an individual to investigate a complaint and/or grievance during his/her regular working hours, shall notify his/her building principal that he/she is to investigate said complaint and/or grievance, the nature of such complaint or grievance, if known, and the approximate time required. The building principal shall grant the necessary time off for such duties, unless to do so would conflict with an immediate job or program; provided, however, that the time must be granted as soon as possible. No Association representative shall leave his/her work assignment without authorization of the Employer.

- c. Authorized time spent during regular working hours by any Association representative shall be compensated at his/her regular rate.
- d. The Association shall furnish to the Employer a list of the Association representatives and the area in which they will investigate complaints.
- e. The LESPA and its representatives shall have the right to use Board buildings at all reasonable hours during the school calendar year for meetings which do not interfere with the assigned functions of the regular program. During the summer period, access to particular buildings shall be by mutual agreement. No charge shall be made for use of the buildings prior to the beginning of the work day nor until 10:00 p.m.
- f. The LESPA shall be permitted to transact official LESPA business on Board property at all reasonable times, provided that it shall not interfere with, nor interrupt, normal operations.
- g. Bulletin boards and other established media of communication shall be made available to the LESPA and its members.
- h. LESPA members shall have the right to distribute LESPA material to other bargaining unit members so long as such distribution does not interfere in the normal operation of the work area or his/her job performance.
- i. The LESPA members shall be permitted reasonable use of Board equipment, including typewriters, mimeograph machines, and duplicating machines, copying machines, calculating machines, and audio-visual items, when such equipment is not otherwise in use, subject to such Employer rules for the use, preservation and care of such equipment. The LESPA shall



pay for the reasonable cost of all materials and supplies incident to such use.

- j. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association.
- k. Five (5) union business days will be allowed each year of this Agreement to allow union officers to attend union functions outside of the district. These days must be requested by the President of the union at least five (5) working days in advance of when they are to be used and cannot be banked from one year to the next.

## ARTICLE 22 MISCELLANEOUS CONDITIONS

### Section 22.1 Maintenance of Standards

The Employer agrees that all conditions of employment relating to wages, hours of work and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement unless said conditions are not provided for in this Agreement, in which case the Employer shall have ten (10) days after receipt of written notice from the Association that it deems a condition to exist, in which case the Employer may unilaterally revoke or ratify said condition.

### Section 22.2 Definition of Days

The term "days" when used in this Article shall mean work days.

### Section 22.3 Veterans

The re-employment rights of employees will be in accordance with all applicable laws and regulations.

**Section 22.4**  
**Retirement Notices**

Each employee shall be covered by the Michigan School Employees' Retirement Plan as required by law and the Employer agrees to make the employer-required contribution for all employees.

**Section 22.5**  
**Association Notices**

The Employer agrees to provide distribution of material pertaining to Association business to each member through the school's mailing service.

**Section 22.6**  
**Distribution of Agreement**

The Employer agrees to make available to each employee a copy of this agreement and to provide a copy of the same Agreement to all new employees laid off in accordance with state legislation.

**Section 22.7**  
**Unemployment Compensation**

The Employer agrees to furnish unemployment compensation to all employees laid off in accordance with state legislation.

**Section 22.8**  
**Inclement Conditions**

When schools are closed due to inclement weather or other emergencies, employees not required to report to work shall suffer no loss of wages or other benefits for a maximum of two (2) working days in any given year. Any employee required to work on said day shall be provided an additional vacation day for each day required to work and such day shall be used in accordance with the provisions covering vacation days in this contract.

Employees not required to come in to work after the second day shall indicate on the next time sheet how the day shall be charged:

- a. The employee wishes to take a sick/personal day.
- b. The employee will record zero (0) time worked.
- c. The employee will request a vacation day.

#### **Section 22.9**

##### **Food Service Uniforms**

All food service employees who are required to wear uniforms shall have such uniforms provided by the Employer. In the first year of employment, five (5) required uniforms shall be provided. In each succeeding year of employment, a minimum of two (2) uniforms shall be provided. The required uniform shall be selected by the Food Service Director.

#### **Section 22.10**

##### **Evaluations**

New employees and current employees who change job classification will be provided with a copy of the evaluation form applicable to the classification.

Evaluations will be conducted by the employee's immediate supervisor. Input in the evaluation may be sought from district employees and provided by others.

Evaluations will be reduced to writing and a copy of the evaluation will be given to the employee. An opportunity will be afforded to the employee to discuss the evaluation.

Any areas in which the employee is not performing satisfactorily will be noted in the evaluation along with an explanation to the extent that further explanation is warranted. Where warranted, expectations will be identified and any assistance which has been determined to be necessary will be identified.

In the event an employee receives an unsatisfactory evaluation, the employee will be re-evaluated upon request and mutual consent of the supervisor.

Employees will sign the evaluation form. It is understood that the employee's signature is not to be construed to mean the employee

agrees with the content of the evaluation. An employee who disagrees with the evaluation may submit a written statement for inclusion in the employee's personnel file.

**Section 22.11**  
**Unit Work Issues**

Except for the following situations, other district paid employees who are not subject to the provisions of this Agreement shall not perform the work of bargaining unit employees:

- a. Performance of work for instructional or training purposes.
- b. Performance of work in cases of emergency.
- c. Where a regular employee outside the bargaining unit has also done the work.
- d. Substitutes or temporary employees used in the absence Unit members (see Article 1—excluded positions).

Effective upon ratification of the 1998-2000 agreement, where a bargaining unit member's position has been eliminated, supervision will not subsequently assume the assignment on an ongoing daily basis. (For example, if a 4 hour per day custodial position is eliminated, the supervisor will not assume the 4 hour work load of the eliminated position on an ongoing daily basis.)

**ARTICLE 23**  
**SUMMER WORK AND UNIT MEMBERS SUBSTITUTING**

**Section 23.1**  
**Substituting Rates of Pay**

In the event a bargaining unit member is used as a substitute for periods not covered by Sections 23.3 and 23.4 below, the employee will be paid the higher of his/her regular rate of pay or the rate of pay established by the Superintendent for non-bargaining unit substitutes.

Employees substituting under Sections 23.3 and 23.4 below, will be paid the higher of their regular rate or the rate of the job assigned at their experience level.

No other benefits (vacation time, additional sick leave accrual, medical benefits, etc.) or entitlements will apply while serving in any substitute capacity.

**Section 23.2**

**Probationary Employee Exclusion**

Probationary employees will not be eligible for assignment under Sections 23.3 and 23.4 below.

**Section 23.3**

**Temporary Assignments**

Temporary assignments for employees who are absent due to vacation, illness of more than five (5) consecutive days, or leave of absence shall be filled by qualified employees on the following basis:

- (1) Volunteers within the same building and classification;
- (2) Minimally qualified volunteers within the same building in a different classification;
- (3) Minimally qualified laid off employees in order of seniority;
- (4) Minimally qualified volunteers from other buildings;
- (5) Non-union substitutes.

The Employer may fill, in any manner which it may deem necessary, for a period not to exceed ten (10) working days, any temporary vacancy that occurs because of a transfer pursuant to this section. Thereafter, these vacancies will be filled in accordance with this section. The ten (10) days shall be computed from the

fifth day that the first transferred employee is in the substitute position. Each additional position shall be limited to ten (10).

- a. The above criteria shall be used to establish a list of volunteer substitutes for the positions in the bargaining unit. Volunteers shall be allowed to designate position(s) for which they do not wish to be called. When a temporary vacancy occurs, substitutes shall be obtained by calling volunteers from the top of the list. Should a volunteer turn down three (3) requests to substitute, his/her name shall be removed from the list for the remainder of the year.
- b. (Emergency Conditions) Any custodian or bus driver may volunteer to be trained in snow plowing. The top three (3) seniority persons requesting to be trained shall be on call for snow plowing. The Employer shall have the right to reduce or eliminate regular hours assigned to the individual called in for snow plowing if the snow plowing will lead to overtime pay.

After the sixtieth (60th) consecutive day, the position will be posted under Section 23.4 below.

**Section 23.4**  
**Temporary Vacancy Definition**

A temporary vacancy shall be defined as a temporary absence of an employee for less than sixty (60) consecutive work days. Vacancies that are not permanent but extend beyond the sixty (60) day temporary time period shall be posted as any other vacancy. The employee accepting such temporary vacancy does so with the knowledge that when/if the absent employee returns, such position shall be filled by the absent employee and the appointed employee shall have the right to return to his/her regular job.

**Section 23.5**  
**Bus Driver Substitutes**

The Employer will make attempts to maintain a sufficient list of  
60

non-unit bus driver substitutes. It is recognized that there may be some occasions when non-unit substitutes will not be available which would necessitate temporarily denying the approval of a transfer of a bus driver under the provisions of Sections 23.3 or 23.4 above.

**Section 23.6**  
**Transfer Provision**

Employees may transfer under Sections 23.3 and 23.4 to obtain additional hours and work experience.

**Section 23.7**  
**Summer Work**

In the event additional employees are needed to fill in for 12 month employees on leave or to provide additional services, the positions will be filled with school year employees from the same classification.

School year employees interested in summer work will apply in writing to the Director of Maintenance and Operations by April 15 each year. The Director will post the anticipated schedule by June 1.

For the purposes of summer work, all Bus Drivers in the bargaining unit shall remain in the Classification of Custodian. If there are not enough qualified and able employees in the classification, then the remaining positions will be filled from the rest of the school year bargaining unit employees on the list on a voluntary basis by seniority and on a rotating basis, provided they are qualified and able to perform the job offered.

The following conditions will apply to summer work:

- a. Work programs for students are excluded from the provisions of this section.
- b. The hourly rate paid for an employee volunteering and qualifying for summer employment will be the higher of his/her regular rate or the starting rate for the Custodial Classification.

- c. Those employees working on the scheduled day before and after the Fourth of July will be paid the holiday at the summer rate and based upon the hours worked per day in the summer.
- d. Employees working summer work will not be eligible for any other benefits (i.e. vacation pay, additional sick leave accrual, medical benefits, etc.) or entitlements other those set forth in subsections c. and e.
- e. Sick days may be utilized during the summer months but at the rate of pay and hours worked during the regular school year.



ARTICLE 24  
TERMINATION

Section 24.1  
Term of Agreement

This Agreement shall become effective upon ratification by both parties. The Agreement shall terminate at midnight on June 30, 2000.

If either party desires to amend this Agreement, or to negotiate a new agreement, it shall, sixty (60) days prior to the final termination date give written notification of the same.

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

LUDINGTON EDUCATIONAL  
SUPPORT PERSONNEL  
ASSOCIATION (LESPA)  
Negotiating Team:

Kim White  
Donald R. Bogus  
Sharon L. Petch  
Donna M. Garret  
Roberta J. Abrahamson

LUDINGTON AREA  
SCHOOLS BOARD OF  
EDUCATION  
Negotiating Team:

Tandy C. Heuniel  
Susan M. Peterson  
James K. V. Nielsen

**Attachment**  
**Letter of Agreement**

**Letter of Agreement**

**Between The**

**Ludington Area Schools Board of Education**

**And The**

**Ludington Educational Support Personnel Association/MEA**

Re: Article 4—Agency Shop Payment Requirements

It is hereby agreed by the parties set forth above as follows:

1. Eloise Olds and Anne Hogenson will not be required to pay membership dues or service fees to the Association.
2. In the event any of the aforementioned individual(s) commences payment of dues or service fees or resigns and is later rehired into the bargaining unit, the individual(s) will be required to commence payments required under Article 4.

## CIVIL RIGHTS COMPLIANCE

The Ludington Area School District is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, creed, age, religion, sex, height, weight, marital status, or disabling condition.

The Ludington Board of Education has adopted policies which support the regulations of Title VI, Title IX and Section 504 of the Rehabilitation Act of 1974.

If an employee of the Ludington School District believes any part of the school organization has inadequately applied the principles or regulations of these acts, he/she may bring forward a complaint (which will be referred to as a grievance) to the appropriate school official in accordance with applicable employment contract grievance procedures. If the grievance has not been satisfactorily settled, further appeal may be made through the Regional Office of Civil Rights, Department of Health, Education and Welfare. (Informal step should involve the Title IX/Civil Rights Coordinator.)

Marilyn Bannon, Elementary Principal at Pere Marquette School, has been designated the Title IX/Civil Rights Coordinator for the Ludington Area School District. Further information regarding complaints and/or inquiries should be directed to that office, located at 1115 S. Madison Street, Ludington, MI 49431. Phone: 231/845-7303.

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