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AGREEMENT

between

THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT

OF THE

CITY OF EAST LANSING

and

THE EAST LANSING CHAPTER OF LOCAL 1390

affiliated with the

INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF

STATE, COUNTY, AND MUNICIPAL EMPLOYEES

and

COUNCIL 25

AFL-CIO

JULY 1, 1987

to

JUNE 30, 1990

*East Lansing Public Schools*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

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## AGREEMENT

This Agreement entered into on this first day of July 1987 between the Board of Education of the School District of the City of East Lansing (hereinafter referred to as the EMPLOYER) and the East Lansing Schools Chapter of Local 1390 affiliated with the International Union of the American Federation of State, County, and Municipal Employees, and Council 25 (hereinafter referred to as the UNION). The term "Board" when used hereinafter shall refer to the Board of Education of the East Lansing School District, its administrative agents and supervisory personnel within the meaning of Act 379.

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

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

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

### 1. RECOGNITION: Employees Covered.

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

All Head Custodians, Custodians, Maintenance, Laundry, Stockroom Personnel, Groundskeeper and Food Service Employees, excluding all others, providing that said employees work more than twelve (12) hours per week on a continuing basis in excess of six (6) months per year.

2. MANAGEMENT RIGHTS:

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other laws or regulations.

Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised by the Board. Such rights include, by way of illustration and not by way of limitation, the right to:

- (A) Manage and control its business, its facilities, its equipment and its operation.
- (B) Continue its rights, policies, and practices of assignment and direction of its personnel, and scheduling.
- (C) Direct the working forces, including the right to hire, promote, assign, discipline, transfer and determine the size of the work force.
- (D) Determine the services, supplies, and equipment necessary to continue its operations.
- (E) Adopt reasonable rules and regulations.
- (F) Determine the qualifications of employees.
- (G) Determine overall goals and objectives, as well as the policies affecting the programs of the school district.
- (H) Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- (I) Determine the size and content of the management organization, its functions, authority, amount of supervision and the table or organization.
- (J) Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.

It is further recognized that the Board, in meeting such responsibilities and in exercising its power and rights, acts through its administrative and supervisory staff.

3. WORK PERFORMED BY SUPERVISORS:

Supervisory employees shall not perform work in any job classification of this bargaining unit; however, in emergency situations (unforeseen circumstances which call for immediate attention), supervisory employees may be required to perform work within specific job classifications. Additionally, the testing of materials and instruction or training of employees, including demonstrating proper methods, will involve supervisory employees.

4. CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK:

- (A) During the term of this Agreement, the Employer shall not contract out or subcontract any public work which can be capably performed with a reasonable amount of overtime by the employees in the bargaining unit.
- (B) The Union recognizes the right of the Employer to purchase and utilize mechanical equipment which is intended to better serve the needs of the school district.

5. AID TO OTHER UNIONS:

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

6. AGENCY SHOP. UNION SECURITY:

Employees in the bargaining unit who are now members of the Union or voluntarily become members of the Union shall be required as a condition of continued employment to continue their membership for the duration of this Agreement.

- (A) Accordingly, each employee in the bargaining unit shall pay his/her own way and assume his/her share of the obligation along with the grant of equal benefits contained in this Agreement.
- (B) The Union is required under this Agreement to represent all employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

- (C) In accordance with the policy set forth under subparagraphs (A) and (B) of this section, all employees shall as a condition of continued employment pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues.

For present employees, such payment shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

- (D) Present employees who are members of the Local Union on the effective date of this Agreement and others who may subsequently join the bargaining unit and become members of the Union shall remain members of the Local Union in good standing as a condition of continued employment.
- (E) The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liabilities arising out of the Employer's compliance with this Article of the Agreement.

7. UNION DUES AND INITIATION FEES:

- (A) Payment by Check-off.

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

Check-off Forms: During the life of this Agreement and in accordance with the terms of the Form of Authorization for Check-off of Dues, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and Bylaws of Local Union 1390 from the first pay of each month of each employee who executes or has executed the Authorization for Check-off of Dues Form.

(B) When Deductions Begin.

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

(C) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the financial officer of Michigan Council #25 with a list for whom dues have been deducted as soon as the deduction has been made, but not later than five (5) days thereafter.

(D) Termination of Check-off.

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

8. REPRESENTATION:

It is mutually agreed that the Union will select three (3) District Stewards to represent the Employees within their district. The Union agrees to submit a list of the Stewards and their designated districts to the Personnel Office upon their selection. In the absence of a regular Steward, an alternate may be appointed by the Chapter Chairperson. A Steward may without loss of time or pay, investigate, resolve and process grievances provided they give proper notice of their leaving their assigned job to their supervisor. A time limit of one hundred (100) hours per year shall not be exceeded for this purpose. Additional time may be granted by the Superintendent or the Superintendent's designee upon request. Stewards shall maintain a log of time served in this capacity and submit same to administration on request. During the school year Stewards entering a building during regular office hours to conduct union business will check into the school office.

The Employer agrees to submit a list of designated representatives of the Board and/or Superintendent to the Union.

9. SPECIAL CONFERENCES:

- (A) Special conferences for important matters shall be arranged between the Local Union Chairperson and the Employer or the designated representatives, upon request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters to be taken up in special conferences shall be confined to those included in the agenda.

All supplemental agreements shall be reduced to writing and signed by the parties; provided, however, such supplemental agreement shall be subject to the approval of the membership and the Employer.

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

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

10. COMPUTATION OF BACK WAGES:

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

11. PAYMENT OF BACK PAY CLAIMS:

If the employer fails to give an employee pay to which he/she was entitled, and a written notice of his/her claim is filed within sixty (60) days of the time the Employer first failed to give him/her such pay, the Employer will reimburse him/her for the earnings he/she lost through such failure.



12. DISCHARGE AND DISCIPLINE:

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

- (A) Notice of discharge or discipline. The Employer agrees, promptly upon the discharge or discipline of an employee, to notify in writing the Steward in the district and the employee of the discharge or discipline. Said written notice shall set forth the specific reasons for the discharge or discipline.
- (B) The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Steward of the district and the Employer will make available an area 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 discipline with the employee and Steward.
- (C) Appeal of discharge or discipline. Should the discharged or disciplined employee or the Steward consider the discharge or discipline to be improper, within ten (10) regularly scheduled working days of the discharge or discipline a grievance will be filed beginning at Step 2.
- (D) Use of past record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously nor impose discipline on an employee for falsification of his/her employment application after a period of two (2) years from his/her date of hire. Except that for employees hired after July 1, 1978, falsification of information on the employment application regarding the conviction of a serious crime may result in immediate dismissal.

Nothing contained herein shall prohibit the parties from mutually agreeing to extend the above stated two (2) year period. Any such extension shall be in writing and state the action taken and length of time the record will be maintained. The agreement shall be signed by the employee, Union and Employer.

13. SENIORITY:

- (A) The term "regular employees" refers to those employees who have been appointed to custodial, maintenance, groundskeeper and food-service positions after having served a probationary period of ninety (90) calendar days. However, any work days missed during the probationary period shall extend the probationary period by a like number of days. Employees hired during the period June 15 through August 1 of any year will retain probationary status through a minimum of thirty (30) days while school is in regular session. When an employee finishes the probationary period he/she shall be entered on the seniority list of the unit and shall rank for seniority from date of hire. There shall be no seniority among probationary employees.
- (B) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section One (1) of this Agreement, except discharged and disciplined employees for other than Union activity.
- (1) Seniority shall be on a district-wide basis in accordance with the employee's seniority date.
  - (2) Seniority shall not be affected by the race, sex, marital status or dependents of the employee.
  - (3) The seniority list will show the name and classification and seniority date of all employees of the unit entitled to seniority.
  - (4) The Employer will keep the seniority list up to date and will provide the Chapter Chairperson, at his/her request, with an up-to-date copy every six (6) months. Additionally, the Employer will post a seniority list in each building.

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

- (5) An Employee shall lose their seniority for the following reasons:
- (a) Quits
  - (b) Is discharged and the discharge is not reversed though the procedure set forth in this Agreement.
  - (c) Is absent for four (4) consecutive working days without notifying the immediate administrative supervisor. In proper cases, exceptions shall be made. After such absence, the employer will 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. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
  - (d) If the employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
  - (e) Return from sick leave and leaves of absence will be treated the same as (c), above.
  - (f) Retires.

14. LAYOFF:

- (A) The word "layoff" means a reduction in the working force.
- (B) If it becomes necessary for a layoff, the following procedure will be used:

Employees shall be laid off and/or recalled according to seniority. In the event it becomes necessary to lay off an employee, the employee to be laid off shall have the right to displace the employee with least seniority in one of the following categories:

The same classification and shift, unless the least senior employee, in the same classification and shift, has greater seniority than the employee in the position being eliminated.

The same classification and different shift, unless the least senior employee, in the same classification and different shift, has greater seniority than the employee in the position being eliminated.

A lower classification and same shift (provided the senior employee is qualified to hold that position), unless the least senior employee, in the lower classification and same shift, has greater seniority than the employee in the position being eliminated.

A lower classification and different shift (provided the senior employee is qualified to hold that position), unless the least senior employee, in the lower classification and different shift, has greater seniority than the employee in the position being eliminated.

If all employees in the categories specified above have greater seniority than the affected employee then the employee will be laid off.

Disposition of these cases will be a proper matter for a special conference and if not resolved shall be subject to the grievance procedure beginning at step 2.

- (C) For purposes of this Article an employee holding a dual classification position will be defined as having the higher classification and probationary employees in a classification shall be considered as least senior. When a probationary employee is in a higher classification than a nonprobationary employee to be laid off and the nonprobationary employee is qualified, as defined in Article 18, the nonprobationary employee will be assigned the higher classification position and the probationary employee will be laid off.
- (D) Regular employees to be laid off will have at least sixteen (16) calendar days notice of layoff. The Chapter Chairperson will receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- (E) Stewards shall in the event of a layoff of any type be continued at work as long as there is a job in their department (Custodial/Stockroom/Groundskeeper, Maintenance, Laundry, and Food Service) which they can perform and shall be recalled to work in the event of a layoff on the first open job in their department which they can perform.
- (F) The Chapter Chairperson of the Unit shall, in the event of a layoff, be continued at work provided the Chapter Chairperson can perform any of the work available.
- (G) It is understood that during the summer months and other times of the year when school is not in session and food-service employees are not working, this does not constitute a layoff as defined in this section, but if a food-service employee wants to work, they shall make a request to the Employer. However, should it be ruled by the Michigan Employment Securities Commission, or other body of competent jurisdiction, that food-service employees are eligible to receive unemployment compensation during periods when they would not normally be working, this section shall not preclude them from receiving same.

(H) Whenever bargaining unit positions are to be reduced in time or eliminated, the parties agree that an equal percentage of time will be reduced from the time scheduled to be worked by nonbargaining unit workers in the same building (i.e., if there are 6.5 total hours of bargaining unit time in a building and 6.25 total hours of nonbargaining unit hours in the same building and .5 hours of time is to be reduced from the bargaining unit time in the building, then 7.7% or .48 hours will be reduced from the nonbargaining unit time in the same building), provided that the reduction of nonbargaining unit workers does not reduce the quality of the program or prevent the district from carrying on an efficient operation. For the purpose of this Section bargaining unit food service hours will be compared to nonbargaining unit food service hours and bargaining unit custodial/maintenance/grounds hours will be compared to nonbargaining unit custodial/maintenance/grounds hours and substitutes used to replace absent employees are not included in computing nonbargaining unit hours.

15. RECALL PROCEDURE:

When the working force is increased after a layoff, employees will be recalled on the basis of their seniority and ability to perform the work. Notice of recall shall be sent to the employee at his/her last known address by registered mail or certified mail. If an employee fails to report his/her intention to return to work ten (10) days from date of mailing of notice of recall he/she shall be considered a quit.

16. TRANSFER IN AND OUT OF BARGAINING UNIT:

If an employee is transferred to a position under the Employer not included in the bargaining unit and is thereafter transferred to an open position within the unit, he/she shall retain all rights accrued for the purpose of any benefits provided in this Agreement. When the employee is transferred back into the bargaining unit the employee shall retain seniority as of the date of transfer to the position outside of the bargaining unit, but shall not accumulate any seniority for the time working in the position outside of the bargaining unit, except for the purpose of any fringe benefits provided for in this Agreement.

17. JOB POSTING AND BIDDING PROCEDURES:

- (A) All vacancies and/or newly created positions within the bargaining unit to be filled shall be posted no later than the earliest of the following: (1) no less than ten (10) calendar days before the date of an intended vacancy (when known by the employer, such as a retirement); or (2) no more than ten (10) calendar days after the position becomes vacant. The positions posted under this provision will be filled on the basis of seniority, qualifications and ability to perform the job. Notice of vacancies or newly created positions shall be posted on each union bulletin board for five (5) working days. Prior to filling such vacancy or newly created position, employees interested in applying for the position shall apply within the five (5) working days posting period.

The senior employee applying for the position who meets the required qualifications as specified on the job standards list for the position as provided in the job posting shall be given adequate instructions and granted up to a two (2) week trial period to determine:

- (1) Desire to remain on the job.
- (2) Ability to perform the job.

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

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

- (C) The Employer shall furnish the Chapter Chairperson with a copy of each job posting, a written list of each applicant who applied for the position, and shall indicate on the list to whom the position was awarded.
- (D) During the two (2) week trial period, the employee shall have the opportunity to revert to his/her former position. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing to the employee. The matter may then become a proper subject for the grievance procedure.

- (E) If a position becomes vacated during the trial period because the employee chose to revert to his/her former position, the job shall be awarded to one of the other applicants, provided they meet the requirements and qualifications as specified on the job standards list for that position. In the event there are no qualified applicants or no one chooses to apply for the position, the job shall be filled by the employer from the outside.
- (F) During the trial period, employees will receive the rate of the job that they are performing.
- (G) Once an employee has successfully transferred to a higher classification, he/she will be limited to one additional transfer during any given fiscal year. An employee who is granted a transfer to another building at the same classification shall be ineligible to apply for another transfer at the same classification for six months, unless mutually agreed.

18. JOB STANDARDS - QUALIFICATIONS LIST:

Applicants for promotional opportunities under the provisions of Article 17 of this contract will be considered if they have seniority and have qualified under at least 80% of the factors listed under the classification for which application is made.

Given the absence of a qualifications list for the C-1 classification, the Board and the Union agree that within thirty days of the ratification of this Agreement, a committee comprised of two (2) members selected by the Union and two (2) members selected by the Board shall create a C-1 qualifications list which shall be subject to Board and Union approval.

Qualified shall be defined as having successfully completed inservice workshops, course work as approved by management and/or have been tested orally or in writing in the area described on the qualifications list. Qualification testing may be arranged at a time mutually agreeable to the Board and Union. Testing content shall be made available at the beginning of each fiscal year. Applicants have the right to union representation during testing.

For the purposes of selection, seniority shall remain the essential element in applicant selection. Qualifying insures eligibility for period of three years.



19. STAFF DEVELOPMENT:

All employees who are interested in promotion shall prepare themselves for the requirements of the classification for which they are applying by participating in employer-sponsored inservice courses and/or enrolling in appropriate skill development courses at approved schools or community colleges. Testing may be substituted for these requirements.

To this end, the Board will conduct varied inservice opportunities throughout the year. For each hour inservice offered by the Board, the Board agrees to pay the hourly rate for 1/2 the session and the employee will contribute his/her time to 1/2 the session.

In no case will the employee be reduced in time from a regular forty-hour week or his/her regularly scheduled weekly hours.

In addition, the Board agrees to reimburse an amount not to exceed the prevailing tuition rate per credit hour for nonresident students and an amount not to exceed \$20 for registration fees and other related courses at Community Colleges, upon satisfactory completion (Grade C or better) of the course. All course work must be approved in advance by the Superintendent or his/her designee. The maximum hours of credit per employee shall be four (4) per semester and ten (10) participants from the unit per semester. Application for advance payment of fees as specified and tuition costs by the Board may be made on an individual basis and subject to approval by the Superintendent or his/her designee.

To obtain reimbursement upon satisfactory completion of the course, the employee will submit grade slips and tuition receipts to the Personnel Office with appropriate forms. Employees who become qualified for a new classification by successfully completing approved inservice and/or testing or course work shall be paid at a rate in excess of the base rate for their current classification as shown in the classification and rates appendix of this Agreement.

20. INVOLUNTARY TRANSFERS AND ASSIGNMENTS:

Employees who are to receive a permanent change of assignment or transfer within their classification will be informed, in writing, at least sixteen (16) calendar days before the effective date of the change in assignment or transfer, by the Superintendent or the Superintendent's designee, stating the reason(s) for the change of assignment or transfer.

It is desirable that such assignments and transfers be mutually agreeable to the employee and the Superintendent or the Superintendent's designee, except that the Superintendent or the Superintendent's designee shall make the final decision.

If the employee objects to the reason(s) stated, the employee may utilize the grievance procedures, beginning at Step 2 of this Agreement.

21. VETERANS:

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

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

Regular full-time employees who are members, with active status, of an Armed Forces Reserve Unit shall, at their request, be granted a leave of absence for such time as is required to engage in an annual reserve training program. Requests for military reserve leave of absence must be accompanied by a written order from the commander of the Armed Forces Reserve Unit involved, indicating report and return dates of training period. Upon presentation of proper evidence by the employee, the difference in pay between an employee's regular pay and military pay will be allowed for a period of not more than two (2) weeks.

22. LEAVE OF ABSENCE:

(A) Without pay

Leaves of absence without pay or benefits for reasonable periods not to exceed two (2) years will be granted for the following. (An employee shall retain but not accumulate seniority while on such leave of absence.)

- (1) Serving in any elected position (Public or Union).
- (2) Whenever an employee becomes pregnant, she shall by the end of her sixth (6) month furnish the Board with a statement from her physician stating the approximate date of delivery and any restrictions on the nature of work that she may be able to do and the length of time she may continue to work. In addition, the employee will state her intention in writing to utilize sick leave during the period of disability and request a leave of absence as specified in subsection (a) or (b) or return to work following her disability. The following options are available to an employee who requests a maternity leave:
  - (a) An employee who is on maternity leave for three (3) months or less shall be entitled to resume her regular seniority status and previous position.
  - (b)
    1. If the employee does not choose to select a three (3) month leave, then the employee may select a child-care leave up to a maximum of two (2) years. If the employee desires to return after one year or at the end of the two (2) year leave, the employee must inform the Board in writing thirty (30) calendar days prior to the desired end of the leave and the employee will be given the opportunity to return to the first open position of the employee's classification for which the employee is qualified.
    2. In the event that an employee would require more than three (3) months maternity leave, but less than six (6) months, the employee must request, in writing, an extension of her leave two (2) weeks prior to the conclusion of the first three (3) months. The leave then would be extended to maximum of six (6) months with that employee having the right to resume her regular seniority status and all job and recall rights.

- (c) An employee returning from a maternity or child-care leave will be required to furnish a medical statement to the Board from her physician indicating that she is physically able to return to work. An employee shall return to work on the day specified by her physician, except that when it is mutually agreed, by the employee and the Board, to return at a later date.
  - (d) Whenever a male employee's spouse becomes pregnant, the employee may select one of the above options by following the stated notification requirements. If he selects sick leave, then a maximum of five (5) days may be used.
  - (e) A member of the bargaining unit adopting a child shall receive maternity leave or child-care leave under the same terms and conditions as provided herein which shall commence upon the entry of an order under the Probate Court awarding custody to the adopting parents.
- (3) Illness, physical or mental, not included in the sick-leave policy.
  - (4) Serving in an appointed position in Council 25 or the International Union.
  - (5) Other leaves of absence, without pay, may be granted by the Board upon written request of the employee. Denial of said leaves shall not be subject to the grievance procedure.

Leaves of absence without pay for reasons noted above may be extended by the Superintendent or Superintendent's designee.

(B) With pay

- (1) Leave of absence with pay for one (1) member of the Unit to attend International Union conventions or educational conferences shall be allowed for a period not to exceed five (5) days per year.
- (2) Leaves of absence with pay will be granted not to exceed five (5) working days for death in the immediate family, defined to include spouse, children, mother, father, brother, sister, and corresponding in-laws, grandparents, grandchildren, or a member of the employee's household.

- (3) Leaves of absence with pay chargeable against the employee's sick-leave allowance shall be granted for attendance at the funeral of persons whose relationship to the employee warrants such attendance. Arrangements for leave under this section will be made with one of the employee's administrative supervisors prior to the taking of such leave.
- (4) All employees covered under this Agreement shall be entitled to two (2) personal leave days per year. Personal leave shall not be used the day before or the day after a holiday or vacation (except in an emergency as determined by the immediate administrative supervisor), nor shall personal leave be granted for other employment, seeking other employment, child care, or any other leave provision in this Agreement. Any unused personal leave days will be added to the employee's accrued sick leave at the end of the year.

## 23. SICK LEAVE COVERAGE

### I. SHORT TERM SICK LEAVE

- (A) Sick leave shall be granted for the express purpose of protecting the employee within the limits of this policy against loss of income and other benefits that might normally accrue as result of his/her absence for reasons of personal illness, disability due to pregnancy, or illness of his/her immediate family, defined herein to include spouse and children, which requires that he/she be absent from work. The Employer may request a physician's report verifying the illness to insure against abuse of the sick leave privilege. The expense of such physician's report shall be borne by the Employer. The Employer shall select the physician.
- (B) Credit for sick leave shall be made upon assuming regular employee status or at the beginning of the fiscal year, as appropriate, for all of the remaining months of the fiscal year, at a rate of one day per month, in addition to those days previously credited and not used, except that the total accumulation shall be unlimited.
- (C) Probationary employees accumulate sick leave but are not credited with or granted said leave until they achieve regular employee status.

- (D) The sick-leave credit of ten (10) days per year is retroactive for present food-service employees only to the 1963-64 school year.
- (E) An employee injured on any other gainful employment, outside of East Lansing Public Schools employment, shall not be eligible for sick benefits.

## II. EXTENDED SICK LEAVE BANK

- (A) Purpose. The purpose of the Extended Sick Leave Bank (ESLB) is to provide limited protection against loss of income as a result of personal non-work related extended illness or injury.
- (B) Participation. Current nonparticipating employees desiring to participate in the ESLB will contribute one day of sick leave by July 9 of the first fiscal year of this Agreement. If the personal decision is made not to join, the employee will not be eligible for enrollment during the life of this agreement. Once an employee has contributed to the ESLB, the contribution will not be refunded if the employee decides to drop out of the group.

New employees, who desire to participate in the ESLB, must declare their intention to participate in the plan no later than five (5) working days following the completion of their probationary period. Participating new employees will contribute one (1) day of sick leave to the ESLB on the pay period following the completion of their probationary period and will be eligible to participate in the ESLB as of that pay date.

On July 1, if the ESLB is less than 190 days, prior to the contributions of new participants and new employees, participating employees will contribute one sick leave day.

Sick days contributed by employees will be matched by the Board on a one-to-one basis.

- (C) Sick Bank Depletion Should the ESLB deplete to zero (0) during the course of the fiscal year, the Board will replace in the ESLB the number of days that were on record as of the first of July of that current year (before donations), with a maximum contribution of 190 days. Should this further extension deplete, the current participating members shall once again donate one (1) sick leave day to the ESLB which will be matched by the Board on a one-to-one basis. No other days will be donated to the ESLB until the next fiscal year.

When a sick day contribution is required of participating members who have no days remaining in their personal sick leave bank, those members shall elect to be reduced one vacation day or authorize the deduction of one day's pay from the same check from which the sick day is deducted from other participants.

- (D) Eligibility. A participating employee becomes eligible for benefits from the ESLB after an extended non-work related illness or injury causes the depletion of his/her accumulated personal sick leave. Following depletion of the employee's personal sick leave there shall be a waiting period before receiving ESLB benefits. The waiting period will be determined by the number of accumulated earned sick days that the employee has on July 9 for the school year during which the request for sick bank benefits is received by the Personnel Office. The waiting period will be as follows:

<u>Accumulated Sick Leave</u>	<u>Waiting Period Work Days</u>
25 days or more	0 days
24	1
23	2
22	3
21	4
20	5
19	6
18	7
17	8
16	9
15	10
14	11
13	12
12	13
11	14
10	15
9	16
8	17
7	18
6	19
5	20
4	21
3	22
2	23
1	24
0	25

- (E) Limit. Participating employees will not be granted more than (30) days of ESLB benefit without reconsideration by the Personnel Office. A doctor's statement shall be required indicating that the employee is physically and/or mentally unable to return to work. In the event that extension is required, the Personnel Office may require additional written doctor's statement for verification. The Board at its discretion may require an independent opinion at the expense of the Board.

No employee can draw more than an equivalent of two hundred thirty (230) days from the ESLB during the life of this Agreement.

(F) Notification

The Chapter Chairperson will be notified when an employee begins receiving ESLB benefits and the Union will be informed about the number of days in the ESLB at the end of the fiscal year. Finally, the Union will be notified each time the ESLB depletes to zero (0).

(G) Return to Work

1. Employees receiving ESLB benefits will agree to return to work for a period of not less than six (6) months if physically and/or mentally able to so. Failure to return to work if physically and/or mentally able following participation in the ESLB will require full restitution to the East Lansing School District of money paid from the ESLB.
2. An employee receiving ESLB benefits may return to work and remain eligible for ESLB benefits for a period of one (1) year from the date of the original application for such benefits should the illness recur. In such cases, the waiting period will be waived.



24. VACATION:

- (A) Vacation days must be earned prior to their use. Vacation days shall not be used until thirty (30) days after the credit has been earned. All employees shall earn credits toward vacation in accordance with the following schedule:

VACATION CREDIT

VACATION ACCUMULATED

0 through 7 years -  
5/6 of a day/month

1 year through 8 years -  
not to exceed 10 days per year.

Beginning 8 years through  
12 years - 1-1/4 days/month

8 years through 13 years -  
not to exceed 15 days per year.

Beginning 13 years through  
17 years - 1-2/3 days/month

13 years through 18 years -  
not to exceed 20 days per year.

Beginning 18 years and  
thereafter - 1.84 days/month

18 years and thereafter -  
not to exceed 22 days per year.

- (B) An employee may, if he/she becomes ill while on vacation, change from a vacation-leave status to a sick-leave status upon request and submission of a physician's certification. If an employee's illness continues through the year and the employee is unable to use his/her accumulated vacation by the end of the fiscal year, he/she shall receive payment in lieu of the vacation.
- (C) For the purpose of this Article, an employee shall earn credits, on a monthly basis, toward vacation with pay each year, based on the above formula, from July 1 through June 30 of each fiscal year.
- (D) If an employee is laid off, retires, or severs his/her employment, he/she will receive any unused vacation accumulated, including the accrued vacation credit in the current fiscal year. A recalled employee who receives credit at the time of layoff for the current fiscal year will have such credit deducted from his/her vacation the following year, if recalled.
- (E) Rate During Vacation  
Employees will be paid their current rate based on their regularly scheduled days while on vacation and will receive credit for any benefits provided for in the Agreement. Paid holidays and related time off with pay is not chargeable as a day of vacation during a vacation period. An employee may carry over one-half of their total accumulated vacation time for use during the first half of the following year.

(F) If an employee is receiving worker's compensation, then the employee shall have the option to select one of the following:

- (1) Receive payment for prior accrued vacation time.
- (2) Maintain accrued vacation time for use upon return to active employment.
- (3) Maintain accrued vacation time for use in the next fiscal year.

Provided further, the employer is acceptable to a combination of the above options as long as the total vacation time does not exceed the employee's normal vacation allowance in any fiscal year.

An employee receiving worker's compensation will continue to accumulate vacation days for the first three (3) months of the compensable disability. Thereafter, there will be no further accrual of vacation days until the employee returns to active employment.

(G) Food Service employees and those employees who work less than an eight (8) hour day or forty (40) hours per week shall earn vacation benefits according to the schedule above on a pro rata basis. Food Service employees shall receive pay in lieu of vacation on the last pay date in November of each year.

This policy does not apply to those on temporary assignments.

## 25. TERMINAL LEAVE

(A) An employee who separates from the East Lansing School System after having served ten (10) or more years shall be paid for sixty-five percent (65%) of his/her unused sick leave at the rate of \$45 per day, prorated based on eight (8) hours per day of full time. The maximum amount payable shall not exceed \$4,000. If an employee is forced to separate for reasons of his/her health or that a member of his/her immediate family, herein defined to include spouse and children, prior to ten (10) years of service, he/she shall receive benefits according to the formula above.

An employee who separates from the employment of the Board for retirement purposes in accordance with the provisions of the State Retirement Act, who has served at least eight (8) out of the last ten (10) years on an eight (8) hour basis and has reduced time because of a disability, certified by a doctor, in the last two (2) years of employment, shall receive \$45 per day.

(B) Resignation: Any employee who desires to resign must present his/her resignation in writing to his/her administrative supervisor or the Personnel Office. The resignation must be submitted one (1) week, exclusive of earned vacation time, prior to the date it is to be effective. Any employee failing to give such proper notice shall forfeit all leave benefits accrued under this Agreement.

26. HOLIDAY PROVISIONS:

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

New Year's Day  
Day before New Year's Day  
National President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving day  
Day after Thanksgiving Day  
Day before Christmas Day  
Christmas Day

Food Service employees shall receive one (1) day's regular pay for the following holidays: Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Memorial Day, Good Friday and National President's Day.

Food Service employees will have Labor Day as a holiday if they have worked at least one (1) work day prior to Labor Day in the current fiscal year.

If Christmas and New Year falls on:	Then the observed holidays shall be:
Tuesday	Monday and Tuesday
Wednesday	Tuesday and Wednesday
Thursday	Thursday and Friday
Friday	Thursday and Friday
Saturday	Thursday and Friday

If New Year falls on:	Then the observed holidays shall be:
Sunday	Friday and Monday
Monday	Friday and Monday

If Christmas falls on:	Then the observed holidays shall be:
Sunday	Monday and Tuesday
Monday	Monday and Tuesday

Except as noted above, whenever a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. Eligible employees shall receive one (1) day's pay for each of the holidays listed above based on their normal work schedule. To be eligible for the holiday pay, the employee must report for work both the regular scheduled day immediately preceding and the regular scheduled day after the holiday, unless he/she is on vacation, leave with pay, or is otherwise excused by his/her administrative supervisor.

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

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

When a holiday is observed by the Employer within an Employee's scheduled vacation, the holiday will not be considered as a vacation day and the vacation will be extended one (1) day continuous with the vacation.

27. GRIEVANCE PROCEDURE:

(A) Definitions

- (1) A "Grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of an employee or groups of employees and/or the interpretation, meaning, or application of any of the provisions of this Agreement. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the Unit described in Article I above shall not constitute a grievance.
- (2) An "Aggrieved Person" is the person or persons making the claim.
- (3) A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

(B) Purpose

- (1) The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- (2) Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration.

(C) Procedure

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

The number of paid employee participants in Steps 1 and 2 shall be limited to two (2), the designated union representative and the grievant. Additional employees may be allowed to participate upon prior request.

GRIEVANCE STEPS

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

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

Step 1. An employee with a grievance shall first discuss it with his/her immediate administrative supervisor, either directly or through the Steward, with the objective of resolving the matter informally.

If the matter is thereby not disposed of, it shall be submitted in written form by the Steward to the employee's immediate administrative supervisor. The immediate administrative supervisor shall answer the grievance within five (5) working days.

Step 2.

If the grievance has not been settled in Step 1, it shall be presented in writing by the Chapter Chairperson to the Superintendent of Schools or his/her designee within ten (10) working days after the immediate administrative supervisor's response is received or due.

The Superintendent of Schools or his/her designee shall meet with the Union, within ten (10) working days, to discuss and attempt to resolve the grievance. If the parties are unable to resolve the grievance, the Superintendent or his/her designee shall respond in writing to the Chapter Chairperson within ten (10) working days following the meeting.

Step 3.

If the grievance has not been resolved in the forgoing steps and the Union desires to carry it further, the Union shall, within thirty (30) working days following the receipt of the Employer's Step 2 answer, advise the Employer, in writing, that such answer is unacceptable, the reasons it is deemed to be unacceptable and, in such written notice, further advise the Employer that the matter is being referred to arbitration.

The Employer and the Union shall attempt to mutually agree on an arbitrator. In the event the parties cannot agree on an arbitrator, the American Arbitration Association shall be requested to furnish a panel of arbitrators from whom the selection of an arbitrator, on an ad hoc basis, shall be made in accordance with the Association rules, regulations and procedures. The arbitrator shall have such reasonable time as he/she shall require and the decision shall be final and binding upon the parties to this Agreement. All arbitration under this Agreement shall be conducted in accordance with the rules and regulations of the American Arbitration Association dated February 1, 1987.

- (A) The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of the Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of the arbitrator, in his/her own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The arbitrator shall have no power to rule on any matter not specifically set forth in this Agreement. In the event that a case is appealed to an arbitrator on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendations its merits.

- (B) The expenses and fees of the arbitrator (and the American Arbitration Association, if used) shall be shared equally by the Employer and the Union. Cancellation fees resulting from late withdrawal, without settlement, of a grievance shall be borne by the withdrawing party unless mutually agreed otherwise.

#### Rights of Employees to Representation

- (1) No reprisals of any kind shall be taken by either party or by any member of the Administration against any party in interest, any school representative, any member of the Union, or any other participant in the grievance procedure by reason of such participation.
- (2) Any party in interest may be represented at all-stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any Union other than AFSCME, AFL-CIO. When an employee is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure.

#### Miscellaneous

- (1) If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance to the Superintendent in writing, and the processing of such grievance shall be commenced at Step 2.
- (2) Formal decisions rendered at Steps 1 and 2 of the grievance procedure shall be in writing, setting forth the decision and reasons therefore and shall be transmitted promptly to all parties in interest and to the Chapter Chairperson of the Union. Decisions rendered at Step 3 shall be in accordance with the procedures set forth herein.
- (3) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- (4) The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder shall be pursuant to the grievance and arbitration procedure; provided, however, that nothing contained herein shall deprive any employee of any legal right which he/she presently has.

28. WAGE CLASSIFICATION:

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

- (A) All new employees shall be paid the minimum rate for the classification.
- (B) An employee shall be advanced to Level Two of the salary schedule on his/her first anniversary hire-in date. Progression thereafter shall be made annually on July 1, the start of the fiscal year, until an employee has reached the top of his/her wage and classification schedule.
- (C) Whenever an employee is promoted or is reclassified upward, he/she shall receive the rate for the new classification in accordance with his/her seniority.
- (D) Whenever a new classification is to be established within the unit or an existing classification changed, the Employer will notify the Union prior to establishing the new classification rate structure. If the Union does not agree that the classification and rate are proper, it shall be subject to negotiation. Agreement must be reached prior to implementation.
- (E) The Board agrees that employees required to work the third shift on other than watchperson assignments shall receive \$.15 per hour in addition to regular pay.

29. WORKING HOURS AND OVERTIME COMPENSATION:

- (A) Non-food service employees:  
The regular full working day shall consist of eight (8) consecutive hours a day, with an additional minimum of thirty (30) minutes off for lunch.

Daily work schedules shall provide for a fifteen (15) minute rest period during each four (4) hour work period.

Food service employees:

The normal work day for food-service employees shall be scheduled for the operation per day, as determined by management, including a lunch period and a meal for food-service employees working four hours or more per day.



Daily work schedules shall provide for fifteen (15) minutes of paid time, per full hour worked (rounded to the nearest hour) over four hours with a maximum of sixty (60) minutes per day, for the purpose of rest and eating the meal provided above. Four hour employees will receive fifteen (15) minutes for the purpose of rest and eating the meal provided above.

- (B) For the purpose of computing overtime, it is agreed that the normal work day shall consist of eight (8) hours of work in a calendar day. The normal work week shall consist of five (5) consecutive eight (8) hour days beginning 12:01 a.m. Monday and ending on 12:00 p.m. Sunday. Time worked by an employee over eight (8) hours in a normal work day and all time worked over forty (40) hours in any normal work week shall be considered overtime.

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

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

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

The Employer will attempt to equalize the distribution of overtime among the employees in the affected classification when overtime exists, other than mentioned above. A list showing overtime hours worked or charged will be posted in each department or building, whichever is applicable.

- (D) The Board and Union recognize that employees have an obligation to be punctual. In an emergency when an employee is late to work, the employee has an obligation to notify a supervisor that he or she will be or was late and specify the reason thereof. Both parties also recognize that employees are not to leave their assigned work location until the end of the shift except during the assigned lunch period. In an emergency, whenever a person must leave work early, he or she shall phone a supervisor.
- (E) One and one-half (1-1/2) times the regular hourly rate shall be paid for all hours worked in excess of eight (8) hours per normal work day and for all time worked in excess of forty (40) hours per week.
- (1) One and one-half (1-1/2) times the regular hourly rate shall be paid for Saturday work and two (2) times the regular hourly rate shall be paid for Sunday work, providing the employee has already worked forty (40) hours. Time charged to paid sick leave for personal or family illness, leave with pay as per Article 22 Section (B), jury duty and holidays, except as provided in Section (2) below, shall be included in the computation of an employee's forty (40) hour work week.
  - (2) When a holiday specified in Article 26 occurs on any day for which overtime would not otherwise be paid, the hours actually worked on such holidays shall be compensated for at one and one-half (1-1/2) the regular hourly rate but shall not be counted as hours worked in determining overtime under the provisions of Section (B) of this Article. Overtime payments shall not be duplicated for the same hours worked under any of the terms of this Agreement, and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision.
- (F) Employees who are assigned to "stand-by call" shall be compensated at the rate of \$5 dollars per day for such duty. If an employee fails to respond to each request for service, he/she shall forfeit the on-call premiums provided the Employer attempts to contact the employee through at least two (2) methods (i.e., provided communication devices, telephone, etc.).
- (G) Employees who are assigned to perform "weather-check duty" shall be compensated at the rate of \$10.00 per day for such duty.

- (H) The Board agrees to compensate at a rate of time and one-half all employees who are required to work hours other than their regularly scheduled shift for the purpose of snow removal.
- (I) For the purpose of scheduling food-service employees on days when there is to be reduced production, a meeting will be held before the start of school each year for the purpose of determining staffing for those days. If an agreement cannot be reached, the employer will make the reductions known at that time and inform the affected employees in writing. Reductions that are not known to the employer at the beginning of the school year will require a seven (7) calendar day written notice to the affected employee.

30. EMERGENCY SCHOOL CLOSING:

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

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

31. CALL TIME:

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

32. TEMPORARY ASSIGNMENTS:

(A) Temporary Assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such jobs. If an employee is assigned to the job for four (4) days, he/she will receive the rate of pay of the higher classification for all hours worked from the first day of working such vacancy.

33. JURY DUTY:

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

34. WORKER'S COMPENSATION (on-the-job injury):

Each employee will be covered by the applicable Worker's Compensation Laws and the Employer further agrees to pay the injured employee the difference between his/her regular weekly income based on forty (40) hours or on the employee's normal work week, if less than forty (40) hours, and the amount to which he/she is entitled under the provisions of the Worker's Compensation Law for a period of up to one (1) year. Beyond one (1) year such payments would be charged against sick leave on a pro rata basis computed on the relationship of the differential pay to his/her regular weekly pay until the sick leave is exhausted.

35. UNION BULLETIN BOARDS:

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

36. TERMINATION AND MODIFICATION:

This Agreement incorporates all agreements and resolves all issues between the parties and shall continue in full force and effect until 11:59 p.m. June 30, 1990. This Agreement shall be effected July 1, 1987.

- (A) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.
- (B) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date give written notice of amendment. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- (C) Notice of Termination or Modification

Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to: 1034 North Washington Avenue, Lansing, Michigan 48906; and if to the Employer, addressed to: The Superintendent of Schools, School District of the City of East Lansing, 509 Burcham Drive, East Lansing, Michigan 48823, or to any such address the Union or the Employer may make available to each other.

37. LONGEVITY PAY:

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

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

38. UNIFORMS:

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

Maintenance	Six
Custodial	Four
Laundry	\$75
Food Service	\$75

Employees working less than full time and less than a full work year shall receive a pro rata share, based on four (4) hours as full time, for purposes of uniform allocation, of uniforms adjusted to complete sets. A minimum allowance shall be two (2) uniforms or \$25 respectively. Until an employee completes probation, the employee will receive the minimum allowance. After the successful completion of the probationary period, the employee shall receive the balance of the uniform allowance.

Uniforms for employees on payroll at that time shall be measured in July and delivered in September, except in circumstances beyond the Board's control. Employees hired after that date shall have their uniforms measured in October. The Union and Employer will meet for the purpose of discussing the color and quality of the uniforms. However, the final determination shall be the employer's.

Employees shall wear and properly maintain their uniforms in a presentable fashion.

39. PROTECTIVE CLOTHING:

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

The Board agrees to purchase and make available:

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

40. INSURANCE:

Commencing on the date of this Agreement, the Employer will provide for each employee covered by this Agreement, who is employed for twenty (20) hours or more per week, up to full family, semi-private coverage or benefit under the Blue Cross-Blue Shield Master Medical Plan MVFI-Option III, including \$2.00 Co-pay Prescription Drug Program, FAE, ML, VST riders and reciprocity (or equivalent to or better than the above-referenced plan and an administrative program equivalent to or better than the above-referenced plan), without cost to the employee; which plan shall assure coverage for a full twelve (12) months; it being expressly understood, however, that full twelve (12) months coverage is dependent upon completion by the employee of his/her contract for the total year, commencing on July 1.

The Employer will provide Group Life Insurance in the amount of \$10,000 for each employee covered by this Agreement who is employed for twenty (20) hours or more per week.

The Board will provide Delta Dental Insurance, Plan A, of 75% Class I and 50% Class II benefits, or its equivalent, for each employee covered by this Agreement who is employed for twenty (20) hours or more per week.

The Board agrees to deduct premiums for variable tax deferred annuities solely paid for by the employee and to remit such premiums to the designated insurance company.

Those employees who elect not to participate in the Health Insurance Program in lieu of same shall receive an amount equal to the single subscriber premium per month toward the purchase of an annuity of their choice during the life of this Agreement.

The Board agrees to provide the equivalent of the Blue Cross/Blue Shield Vision A-80 vision insurance throughout the duration of this Agreement.

41. COST OF LIVING

- (A) All employees covered by this Agreement shall be covered by the provision for a cost-of-living allowance during the term of this Agreement as set forth in this Article.
- (B) A cost-of-living allowance shall be added to each employee's basic straight-time rate according to the formula as set forth in this Article, after the appropriate longevity step has been calculated.
- (C) The cost-of-living allowance shall be the same number of cents per hour for each employee.
- (D) The cost-of-living allowance shall be determined in accordance with upward or downward changes in the U.S. Bureau of Labor Statistics revised "All Cities" Consumers Price Index (1967=100). Any variations in such index of four-tenths (0.4) of a point as reported by the BLS shall add one cent (\$0.01) for each four-tenths (0.4) of a point variation.

Effective Date of Adjustment                      Based on CPI of  
First payroll period beginning              November 1986 to May 1987  
on or after July 1, 1987

The maximum net change shall not exceed five cents and shall be folded into the base rates.

Effective Date of Adjustment                      Based on CPI of  
First payroll period beginning              May 1987 to November 1987  
on or after January 1, 1988

The maximum net change shall not exceed five cents and shall be folded into the base rates.

Effective Date of Adjustment                      Based on CPI of  
First payroll period beginning              November 1987 to May 1988  
on or after July 1, 1988

The maximum net change shall not exceed five cents and shall be folded into the base rates.

Effective Date of Adjustment                      Based on CPI of  
First payroll period beginning              May 1988 to November 1988  
on or after January 1, 1989

The maximum net change shall not exceed five cents and shall be folded into the base rates.



Effective Date of Adjustment  
First payroll period beginning  
on or after July 1, 1989

Based on CPI of  
November 1988 to May 1989

The maximum net change shall not exceed five cents and shall be folded into the base rates.

Effective Date of Adjustment  
First payroll period beginning  
on or after January 1, 1990

Based on CPI of  
May 1989 to November 1989

The maximum net change shall not exceed five cents and shall be folded into the base rates.

In the event that the Bureau of Labor Statistics shall not issue the appropriate index on or before the beginning of one of the pay periods referred to in the above table, any adjustment in the allowance required by such index shall be effective at the beginning of the first pay period after receipt of such index. No adjustments, retroactive or otherwise, shall be made in the amount of the cost-of-living allowance due to any revision which later may be made in the published figures for the index for any month of the basis of which the allowance has been determined.

42 EFFECTIVE DATE

This Agreement shall become effective as of July 1, 1987.

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

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

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

Charles J. Dump

Dolores M. Hughes  
Dolores M. Hughes, President

Donald E. Moses

Margaret Ann Griffith  
Margaret-Ann Griffith, Secretary

APPENDIX A

(Effective July 1, 1987)

STEP	Custodial		Maintenance				Storekeeper		Laundry	Food Service		
	N1	N2	M1	M2	M3	M4	P1	P2	L1	Q1	Q2	Q3
1	9.60	9.80	10.20	10.40	10.70	11.05	10.10	10.30	9.10	8.27	8.47	8.72
2	9.70	9.90	10.30	10.50	10.80	11.15	10.20	10.40	9.20	8.37	8.57	8.82
3	9.80	10.00	10.40	10.60	10.90	11.25	10.30	10.50	9.30	8.47	8.67	8.92
4	9.90	10.10	10.50	10.70	11.00	11.35	10.40	10.60	9.40	8.57	8.77	9.02
5	10.00	10.20	10.60	10.80	11.10	11.45	10.50	10.70	9.50	8.67	8.87	9.12
5-7	10.40	10.61	11.02	11.23	11.54	11.91	10.92	11.13	9.68	9.02	9.22	9.48
8-10	10.60	10.81	11.24	11.45	11.77	12.14	11.13	11.34	10.07	9.19	9.40	9.67
11-13	10.80	11.02	11.45	11.66	11.99	12.37	11.34	11.56	10.26	9.36	9.58	9.85
14-16	11.00	11.22	11.66	11.88	12.21	12.60	11.55	11.77	10.45	9.54	9.76	10.03
17+	11.20	11.42	11.87	12.10	12.43	12.82	11.76	11.98	10.64	9.71	9.93	10.21

(Effective July 1, 1988)

STEP	Custodial		Maintenance				Storekeeper		Laundry	Food Service		
	N1	N2	M1	M2	M3	M4	P1	P2	L1	Q1	Q2	Q3
1	10.10	10.30	10.70	10.90	11.20	11.55	10.60	10.80	9.60	8.47	8.67	8.92
2	10.20	10.40	10.80	11.00	11.30	11.65	10.70	10.90	9.70	8.57	8.77	9.02
3	10.30	10.50	10.90	11.10	11.40	11.75	10.80	11.00	9.80	8.67	8.87	9.12
4	10.40	10.60	11.00	11.20	11.50	11.85	10.90	11.10	9.90	8.77	8.97	9.22
5	10.50	10.70	11.10	11.30	11.60	11.95	11.00	11.20	10.00	8.87	9.07	9.32
5-7	10.92	11.13	11.54	11.75	12.06	12.43	11.44	11.65	10.40	9.22	9.43	9.69
8-10	11.13	11.34	11.77	11.98	12.30	12.67	11.66	11.87	10.60	9.40	9.61	9.88
11-13	11.34	11.56	11.99	12.20	12.53	12.91	11.88	12.10	10.80	9.58	9.80	10.07
14-16	11.55	11.77	12.21	12.43	12.76	13.15	12.10	12.32	11.00	9.76	9.98	10.25
17+	11.76	11.98	12.43	12.66	12.99	13.38	12.32	12.54	11.20	9.93	10.16	10.44

(Effective July 1, 1989)

STEP	Custodial		Maintenance				Storekeeper		Laundry	Food Service		
	N1	N2	M1	M2	M3	M4	P1	P2	L1	Q1	Q2	Q3
1	10.60	10.80	11.20	11.40	11.70	12.05	11.10	11.30	10.10	8.67	8.87	9.12
2	10.70	10.90	11.30	11.50	11.80	12.15	11.20	11.40	10.20	8.77	8.97	9.22
3	10.80	11.00	11.40	11.60	11.90	12.25	11.30	11.50	10.30	8.87	9.07	9.32
4	10.90	11.10	11.50	11.70	12.00	12.35	11.40	11.60	10.40	8.97	9.17	9.42
5	11.00	11.20	11.60	11.80	12.10	12.45	11.50	11.70	10.50	9.07	9.27	9.52
5-7	11.44	11.65	12.06	12.27	12.58	12.95	11.96	12.17	10.92	9.43	9.64	9.90
8-10	11.66	11.87	12.30	12.51	12.83	13.20	12.19	12.40	11.13	9.61	9.83	10.09
11-13	11.88	12.10	12.53	12.74	13.07	13.45	12.42	12.64	11.34	9.80	10.01	10.28
14-16	12.10	12.32	12.76	12.98	13.31	13.70	12.65	12.87	11.55	9.98	10.20	10.47
17+	12.32	12.54	12.99	13.22	13.55	13.94	12.89	13.10	11.76	10.16	10.38	10.66

Unit members who qualify under the provisions of Article 19 shall be paid \$.20 (twenty cents) an hour additional as specified under the provisions of Article 18 and Article 19 of this Agreement.

