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6/30/91

East Lansing Public Schools

AGREEMENT

between

THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT
OF THE CITY OF EAST LANSING,
Ingham and Clinton Counties, Michigan,
hereinafter called the "Board,"

and

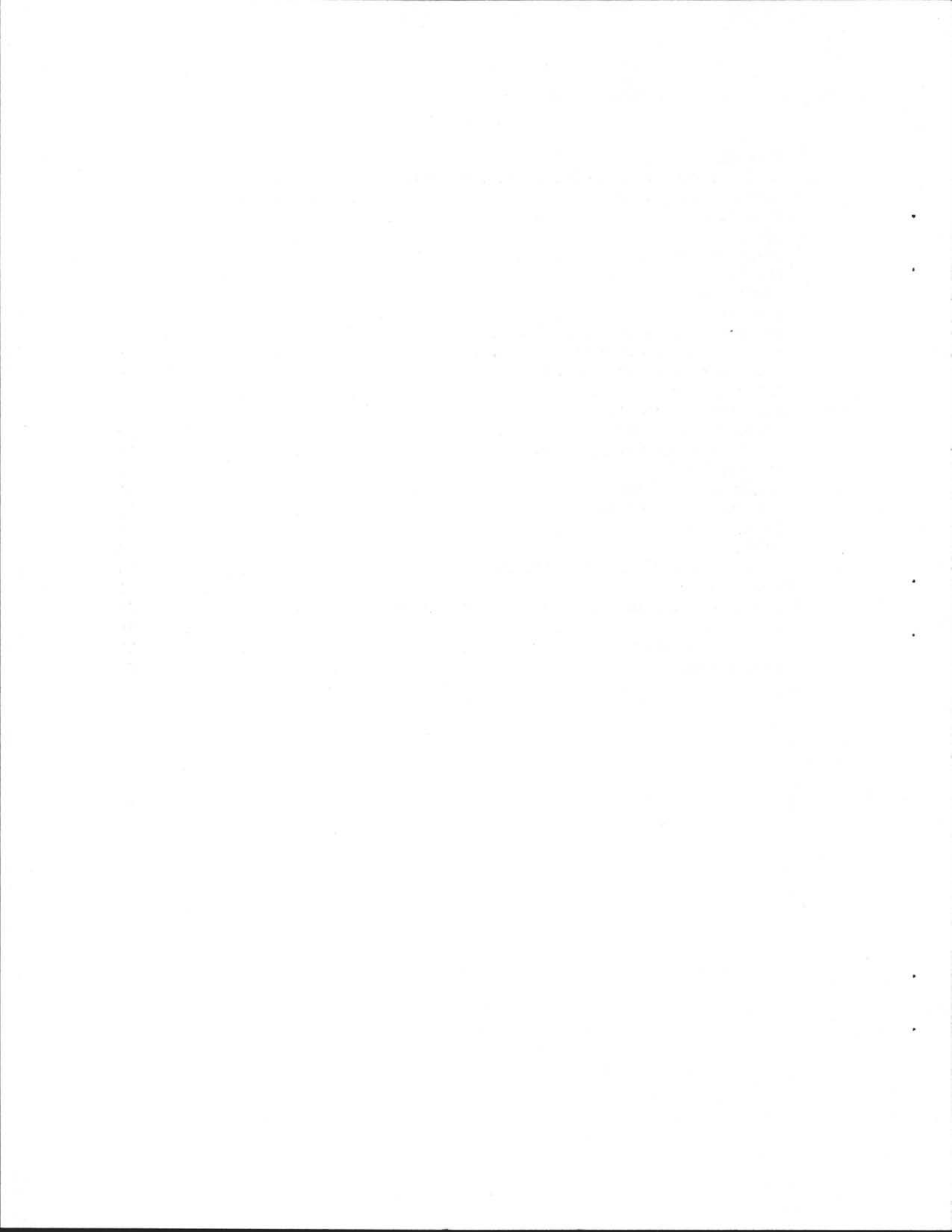
THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL #547, 547A, 547B and 547C, AFL-CIO,
hereinafter called the "Union"

1988 - 1991

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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ARTICLE I

PURPOSE

It is the purpose of this Agreement to set forth wages, hours, and conditions of employment. It is the desire of the Board and the Union to promote harmonious relations, cooperation, and understanding between the parties.

ARTICLE II

UNION RECOGNITION, AGENCY SHOP, CHECK OFF

Section 1. Union Recognition

- (A) The Board hereby recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.
- (B) The term "Employee" as used herein shall include all Educational Secretaries, and all personnel engaged in Secretarial and Clerical Work including Bookkeepers, Key punch Operators, Clerks, Receptionist, Switchboard Operators, General Typist and Instructional Aides, but excluding Secretaries to the Superintendent and Deputy Superintendent, Confidential Bookkeeper, Personnel Secretary, Secretary to the Director of Finance, Payroll Supervisor, Fringe Benefit and Payroll Coordinator, Data Services Operator, Offset Operator, all Supervisory Employees and all other Employees.

Section 2. Agency Shop

- (A) All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within ninety (90) calendar days of the date of hire by the Board, become members or in the alternative shall, within ninety (90) calendar days of their hire by the Board, as a condition of employment, pay the Union a service charge in an amount equal to the regular monthly dues uniformly required of employees of the Board who are members.
- (B) An employee who shall tender or authorize the deduction of membership dues (or service fee) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).

- (C) Employees who fail to comply with the conditions of this Article shall be discharged by the Board within thirty (30) calendar days after receipt of written notice of such default is delivered to the Board by the Union. The Union will advise the Board thirty (30) calendar days prior to giving written notification requesting discharge if an employee has not made necessary payment of dues or service fee. A discharge of an employee, under this Article, shall not be subject to grievance procedure.
- (D) If any provision of this Article is deemed invalid under Federal or State Law, said provision shall be modified to comply with the requirements of said Federal or State Law.
- (E) The Union agrees that it will make membership in the Union available to all employees covered by the Agreement on the same terms and conditions as are generally applicable to other members of the Union. The Union is required under this Agreement to represent all the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union.
- (F) The Union agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including back pay and all court or administrative agency costs that may arise out of or by reason of action taken by the employer, or in reliance upon signed authorization cards or lists furnished to the employer by the Union for the purpose of payroll deduction of dues, or for the purpose of complying with this Agreement.

Section 3. Check off

The Board shall deduct the initiation fee and Union dues or service fees from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month, following that month which said deductions were made, together with a listing of each employee, the employee's Social Security number, and the amount that is deducted each month. Provided, however, that the employee shall have submitted to the Board an authorization card signed by the employee from whose pay said deductions are to be made.

ARTICLE III

NON-DISCRIMINATION

The Board and the Union both reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age or national origin.

ARTICLE IV

VISITATION

Upon request by the Union, and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Board's premises during working hours for the purpose of assisting in the adjusting of grievances, provided that said observation shall not disrupt orderly operations and the officer or representative checks in at the building office.

ARTICLE V

STEWARDS

- (A) The employees will be represented by a Chief and an Alternate Steward, who shall be chosen or selected in a manner determined by the employees and the Union and whose names shall be furnished to the Board within five (5) working days of the date of their election or selection to such positions.
- (B) Reasonable arrangements may be made when the Chief or Alternate Steward is required by the Board to engage during their working day in negotiations on behalf of the Union with any representative of the Board or required to participate in any grievance procedure, including arbitration, and they shall not incur loss of salary when same has been mutually scheduled by both parties or the arbitrator.
- (C) During their terms of office, the Chief and Alternate Stewards shall be deemed to head the seniority list, for their classification, for the purpose of lay-off and recall only, provided they are qualified to do the required work. Upon termination of their terms, they shall be returned to their regular seniority status.

- (D) The Chief Steward shall be supplied the following information for any newly hired employees within the employee's third week of employment: name, date of hire, address, social security number, classification, schedule placement, and job location. Such information will be only for the purpose of Union business and in no case will the information be sold, given away, or used for other than Union business.

ARTICLE VI

BOARD RIGHTS

There is exclusively reserved to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitutions of the State of Michigan and the United States, or which have heretofore been properly exercised by it, excepting where expressly limited by the provisions of this Agreement. The Board retains the right, among others, to establish and equitably enforce reasonable rules and personnel policies, relating to the duties and responsibilities of the employees and their working conditions, which are not inconsistent with the provisions of this Agreement or in violation of law. It is further recognized that the Board, in meeting such responsibilities and in exercising its powers and rights, acts through its administrative staff.

ARTICLE VII

SAFETY

The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work in accordance with the Occupational Safety and Health Act, State and Local regulations. If an employee feels their job safety conditions are in violation of the Occupational Safety and Health Act or State and Local regulations, the employee may utilize the Grievance procedure up to and including Step 3.

ARTICLE VIII

CONTRACTUAL WORK

Section 1.

The right of contracting or subcontracting is vested in the Board. During the term of this Agreement the Board shall not contract or subcontract for the purpose of discrimination against the employees covered by this Agreement.

Section 2.

The Union recognizes the right of the Board to purchase and utilize equipment and machines which are intended to better serve the needs of the school district.

Section 3.

The Board further agrees that in the event the Board would build additional buildings or increase the size of the present buildings, that the employees who are placed in those job positions, which fall within the scope of the classifications which are covered by this Agreement, shall be covered under the terms of the Agreement.

Section 4. JURISDICTION

Persons not covered by the terms of this agreement shall not perform the work covered by this agreement except in cases of instructional training, in the case of emergency, or in the case when a substitute secretary is required. It is understood that a supervisor or faculty member performing duties that have been delegated to a member of the unit is not a violation of this Article. Should vacancies occur during the period of this Agreement and a redistribution of duties would result in a cost savings to the District, it is agreed that work previously performed by the bargaining unit member whose job is vacant may be redistributed to persons outside of the unit after consultation with the Union. This redistribution of work outside the Unit cannot result in more than a 1.0 FTE bargaining unit reduction during the period of this Agreement.

If a substitute works in a bargaining unit position for more than thirty (30) consecutive working days, for the same person in the same building, the substitute shall be covered by all provisions of this agreement, except that they will not accrue seniority and will terminate upon the return of the regular unit member.

ARTICLE IX

SENIORITY

- (A) A newly hired regular employee shall be on a probationary status for ninety (90) calendar days, taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) calendar day probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed by the Board during this period without appeal by the Union. Probationary employees who are absent during the ninety(90) calendar days of employment shall work additional days equal to the number of days absent, and such employee shall not have completed the probationary period until these additional days have been worked.

- (B) Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire.
- (C) 1. Seniority shall be defined as the amount of service accumulated within the district as an employee within the bargaining unit.
2. Service shall be computed each year by multiplying the full time equivalency by the fraction of the school year rounded to the nearest marking period in which the secretary works or is on compensated sick leave. It is understood that the normal work year, for seniority purposes only, shall be the student year.
3. Whenever two or more members of the unit have equal seniority, they shall be ranked using the following criteria and in the order stated:
- (a) The employee with the earliest date of hire shall be ranked first.
 - (b) If the employees have the same date of hire and one is a 12-month secretary and one is a 10-month secretary, the 12-month secretary shall be ranked first.
 - (c) If the employees have the same work year the employee with the least number in the last four digits of the employee's social security number shall be ranked first.
- (D) Employees shall be laid off and/or recalled according to the seniority in their classification. In the event it becomes necessary to lay off an employee, the employee on lay-off shall have the right to displace:

In the same classification, the employee with least seniority or the least senior employee with at least the same hours and work year or

The employee with least seniority in any lower classification than the person to be laid off

provided the senior employee is qualified to hold the position, as determined by the employer and the employee has more seniority than the employee being displaced. This determination is subject to the grievance procedure.

If a full time employee's hours are reduced by two hours or more per day, it shall be considered a lay-off and the employee shall have the right to displace in the same manner as described in paragraph D of this Article.

- (E) In the event the Board determines to lay off an employee or regularly reduce an employee's hours, the employee shall be given a minimum of fourteen (14) calendar days written notice, with a copy of such notification furnished to the Union. The Union may then request that a meeting be scheduled with a representative of the Board in order to receive an explanation of the reasons for the lay-off or regular reduction of hours and how the work will be performed.
- (F) An employee will lose seniority rights and shall be deemed terminated if the employee:
1. Quits.
 2. Is discharged in accordance with the discharge provisions in Article XII and the discharge is not reversed through the Grievance procedure.
 3. Does not return to work when recalled after a lay-off. Notice of recall shall be sent by certified mail to the last known address which the Board has in its personnel records. If the employee does not report within fourteen (14) calendar days from the date of mailing of notice to return, the employee shall be considered a quit.
 4. Is laid off for two (2) consecutive years without being recalled.
 5. Is absent for three (3) consecutive working days without notifying the immediate supervisor.
 6. Fails to return to work within three (3) consecutive working days from the day of expiration of a leave of absence, vacation, or disciplinary lay-off without notification of the immediate supervisor.
 7. Retires.
- (G) The bargaining unit seniority which was accumulated as of the date an employee transfers to a position, in the East Lansing School District, outside of the bargaining unit, shall be retained for up to a period of two (2) years. Said employee shall have the right to exercise this seniority and bid on a vacant position within the bargaining unit providing the employee possesses the qualifications for the job as well as the specific qualifications and the training that is necessary for that vacant position.

- (H) When an employee is hired as a confidential secretary in the East Lansing Public Schools, the employee shall accumulate seniority, beyond any seniority retained as described in Paragraph G of this article, for up to two years as a confidential secretary. Said employee shall have the right to exercise this seniority and bid on a vacant position within the bargaining unit providing the employee's position is being eliminated or the employee is being laid off and the employee possesses the qualifications for the job, as well as the specific qualifications and the training that is necessary for that vacant position.
- (I) A member of the bargaining unit shall retain seniority for a period of up to two years, but shall not accrue seniority while on an unpaid leave of absence.
- (J) A seniority list shall be made available to the Chief Steward by September 30 of each year. Such list shall contain the employee's location, classification, seniority and date of hire into the unit.

ARTICLE X

TRANSFER AND PROMOTIONAL PROCEDURE

- (A) When the Board determines to fill a vacancy or create a new position, notice of such vacancy or newly created position shall be publicized by giving written notice of such vacancy or newly created position to the Union Steward within one (1) pay period from the date the Board determines to fill such vacancy. No vacancy shall be filled on a permanent basis until ten (10) working days after notice has been given.

Notification will be given to employees within the unit who have applied for the vacancy or newly created position within twenty (20) working days after written notice has been given.

- (B) The employee with the greatest length of service making application shall be transferred to fill the vacancy or new position, providing the employee possesses the qualifications for the job, as well as the specific qualifications and the training that is necessary. The written notice of a newly created position or vacancy shall include the following information: the type of work, starting date, rate of pay, hours to be worked, classification and specific qualifications and training.
- (C) The employee who is promoted or transferred shall be granted a four (4) week trial period (which includes four (4) weeks when students are in school) to determine (1) the ability to perform on the job and (2) the desire to remain on the job. During the four (4) week trial period, the employee shall have the opportunity to revert to the

employee's former classification. If the employee's job performance is found to be unsatisfactory in the new position, notice of such a finding and reasons shall be given to the employee before the employee is returned to their former classification, with the employee having the right to grieve the decision of the Board.

- (D) Any employee temporarily transferred from the employee's classification to another classification within the bargaining unit shall either be paid the rate of the position from which the employee is transferred or the rate of the position to which the employee is transferred, whichever is higher. Such temporary transfer shall be at the employee's present rate of pay for the first five (5) working days and then as of the sixth working day, if the employee continues in the same position, the employee shall be paid at the same step level of pay for the duration of the temporary position, retroactive to the date of transfer.
- (E) In the event the transferred employee reverts to the employee's former classification or is returned to the former classification, the provisions of Article X, Section (A), need not apply as a responsibility of the Board of Education.

ARTICLE XI

NEW JOBS AND RECLASSIFICATION PROCEDURES

- (A) When a new job in the unit is created, the Board agrees to consult with the Union regarding the designated classification of the position prior to posting of the position.
- (B) Whenever an employee or the Union believes that significant new demands for skills and additional responsibility are being required for the employee's position or the employee is in a new position and feels that the position is improperly classified, the employee may request a reclassification consideration by notifying the Union in writing. In the event the Union feels that there is a need to reclassify, or establish the position as a new job, the Union shall notify the Board, in writing, as to that fact, citing rationale and documentation for the changes requested.
- (C) The Union may request a meeting with the representative of the Board to discuss that classification. If the parties agree upon a reclassification, the proper rate of pay shall commence immediately and such classification shall be added to and become part of Schedule (A) of this Agreement. However, if the parties do not agree upon the proper classification for the position, the representative of the Board will respond to the Union in writing. Within ten (10) working days of receipt of the response the Union may request in writing, a meeting with the personnel committee of the Board of Education in

order to present its rationale and documentation. The Board of Education shall give their decision regarding the classification in writing, within five (5) working days following the Board of Education's regularly scheduled monthly public action session.

- (D) Disputes concerning reclassification and new jobs are subject to the grievance but not the arbitration procedures of this agreement.

ARTICLE XII

DISCHARGE, DEMOTION AND DISCIPLINE

- (A) No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage without just cause. Any such action imposed upon an employee may be processed as a grievance through the regular grievance procedure. An employee may ask for representation from the Union in the event of any such disciplinary action.
- (B) The Board agrees, promptly upon the discharge, suspension, or demotion of any employee, covered by this agreement, to furnish written notification of such action taken to the employee and the union steward.
- (C) Should it be determined that an injustice prevails regarding an employee's demotion, suspension or discharge, the Board agrees to reinstate and pay for all time lost.

ARTICLE XIII

LEAVE OF ABSENCE

- (A) Leave for Health. An employee who, because of illness or accident which is noncompensable under the Worker's Compensation Law, is physically unable to report for work, and has exhausted all means of allowable compensation from the Board, shall be granted a leave of absence for a period of up to one (1) year, provided the employee promptly notifies the Board of the necessity therefore, and provided further that the employee supplies the Board with a statement from their medical or osteopathic doctor of the necessity and length of time for such absence and for the continuation of such absence, when the same is requested by the Board. Upon return from leave, the employee shall be assigned to the same position or a position of like nature.
- (B) Maternity Leave. Whenever an employee shall become pregnant, she shall, by the end of her sixth (6th) 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 either utilize sick leave during the period of disability or request a leave of absence as specified in subsection one (1) or subsection two (2). When she is required to interrupt her employment upon the advice of her physician, upon her request she shall immediately be granted a maternity leave. An employee on maternity leave shall retain but not accumulate her seniority while on leave of absence. The following options are available to an employee who requests a maternity leave:

1. a) An employee who is on maternity leave for three (3) months or less shall be entitled to resume her regular seniority status and all job and recall rights.
 - b) 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 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 a maximum of six (6) months with that employee having the right to resume her regular seniority status and all job and recall rights.
 2. If the employee does not choose to select a three (3) month leave, then the employee may select a leave up to a maximum of two years. If the employee desires to return within two (2) years from the date that she first went on maternity leave, she must inform the Board, in writing, sixty (60) calendar days prior to the date of return, and she will be given the opportunity to return to the first open position of her job title.
 3. An employee returning from a maternity 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 when it is mutually agreed, by the employee and Board, to return at a later date.
 4. A member of the bargaining unit adopting a child shall receive maternity 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.
- (C) Military Leave. The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

- (D) Reserve Training. Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event the employees are ordered to active duty for the purposes of handling civil disorders, providing such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty. The Board will pay the difference between the employee's military pay and regular pay if military pay is less.
- (E) Union Leaves. Any employee in the bargaining unit who is either elected or appointed to a full-time position or office in the Union, whose duties require the employee's absence from work, shall be granted a leave of absence for a period up to three (3) years. The Union leave of absence may be extended beyond three (3) years, upon request by the employee, at the option of the Board of Education. No more than one (1) Union member shall be on leave of absence for Union activity at any one time.
- (F) All reasons for leaves of absence shall be in writing, stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Board, a copy furnished to the employee, and a copy sent to the Union.
- (G) An employee who meets all of the requirements as specified herein shall be granted a leave of absence without pay and the employee shall retain seniority status during such leave of absence. Leaves of absence may be granted at the discretion of the Board of Education for reasons other than those listed above when they are deemed beneficial to the employee and the Board of Education.

ARTICLE XIV

GRIEVANCE PROCEDURE

Definitions:

- (A) A grievance shall be defined as a violation of the expressed terms of this Agreement.
- (B) For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays and non-session school days.
- (C) The time elements in the steps may be shortened, waived or extended upon written mutual agreement between the parties.

- (D) Any grievance which is not appealed within the specified time limits set forth in that step level of the grievance procedure, shall be considered to be settled on the basis of the decision rendered at the previous step level of the grievance procedure. In the event that an answer to a grievance is not given within the specified time limits of that step level of the grievance procedure, the appealing party may automatically appeal the grievance to the next step level of the grievance procedure.
- (E) Any employee or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the condition giving rise to the grievance or within five (5) working days of the date it is reasonable to assume that the employee or the Union first became aware of the conditions giving rise to the grievance, the grievance shall not hereafter be considered a grievance under this Agreement.
- (F) The purpose of this procedure is to secure, at the earliest 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.
- (G) 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.

Step One

- (A) Any employee having a grievance shall discuss the grievance with their immediate supervisor, and then if the grievance is not settled orally, the employee may request a meeting with the Chief Steward to discuss the grievance.
- (B) The Chief Steward then may submit the grievance in writing to the immediate supervisor stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The employee and the Chief Steward shall sign the grievance.

Step Two

- (A) The Chief Steward shall meet with the immediate supervisor to discuss the grievance within five (5) working days of its written submission to the immediate supervisor.
- (B) The immediate supervisor shall give a decision in writing relative to the grievance within five (5) working days of the meeting with the Chief Steward.

Step Three

- (A) Any appeal of decision rendered by the immediate supervisor shall be presented to the Superintendent of Schools or the Superintendent's designee within five (5) working days from date of receipt of the answer given by the immediate supervisor, and the Superintendent of Schools or the Superintendent's designee shall meet with a Business Representative of the Union at a time mutually agreeable to them.
- (B) The Superintendent of Schools or the Superintendent's designee shall give their answer in writing relative to the grievance within ten (10) working days of the date of the meeting with the Business Representative of the Union.

Step Four

- (A) Any appeal of a decision rendered by the Superintendent of Schools or the Superintendent's designee shall be presented to the Board of Education within five (5) working days from the date of receipt of the decision given by the Superintendent of Schools or the Superintendent's designee, and a committee of the Board of Education shall meet with a Business Representative of the Union at a time mutually agreeable to them.
- (B) The Board of Education shall give their decision in writing relative to the grievance within five (5) working days following the Board of Education's regularly scheduled monthly public action session.

Step Five

- (A) If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, the grievance may be submitted to arbitration, providing that the grievance is submitted within fifteen (15) calendar days from the date of receipt of the answer given by the Board of Education.
- (B) The appealing party shall request the American Arbitration Association to submit a list of five (5) persons. Either party reserves the right to request one (1) additional list within five (5) working days from the date of receipt of said list. The representatives of the Board and the Union shall determine by lot the order of elimination, and thereafter each party shall in that order alternately eliminate one (1) name until only one (1) remains. The remaining person shall thereupon be accepted by both parties as the Arbitrator.
- (C) The Arbitrator, the Union or the Board may call any relevant person as a witness in any arbitration hearing.

- (D) Each party shall be responsible for the expenses of the witnesses that they may call.
- (E) The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute the Arbitrator's discretion for that of the parties hereto.
- (F) The parties shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.
- (G) The arbitration filing fee shall be paid equally by the parties. The fees and expenses of the arbitrator shall be paid by the non-prevailing party.
- (H) The Arbitrator shall render a decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- (I) The decision of the Arbitrator shall be final, conclusive and binding upon all employees within the Bargaining Unit, the Board and the Union.

ARTICLE XV

HOURS AND WORK WEEK

SECTION 1.

- (A) The normal work day shall consist of eight (8) consecutive hours per day, excluding a duty-free, uninterrupted lunch period of not less than one (1) hour unless mutually, agreed between the Board of Education and the employee. The normal work week shall consist of forty (40) hours per week, Monday through Friday. The normal work day will be scheduled between the hours of 6 a.m. and 7 p.m. The Board will not irregularly reduce the hours of members of the bargaining unit.

Section 2. Overtime rates will be paid as follows:

- (A) Time and one-half (1 1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one week, for which overtime has not already been earned, providing such overtime has been authorized.
- (B) Time and one-half (1 1/2) will be paid for all hours worked on Saturday or Sunday with a three (3) hour minimum.

- (C) No employee shall be required to take time off from the employee's regular schedule, or have their hours reduced as a result of having to report to work prior to their shift, or because the employee worked over eight (8) hours in a work day.

Section 3. Reporting Pay

Any employee called to work or permitted to come to work without being notified by the Board that there will be no work, or who has been notified that there is less work than they are regularly scheduled to work, shall receive four (4) hours pay, or if they are regularly scheduled to work less than four (4) hours per day, they shall then receive their regular daily rate of pay.

Section 4. Call Back.

Whenever an employee has left the employer's premises and is required to return to work after the completion of the employee's regularly scheduled working hours, the employee shall receive the pay for the actual hours worked at the appropriate rate of pay or a minimum of two (2) hours pay at the employee's straight time hourly rate, whichever is greater.

Section 5. Relief Time.

Employees shall be provided a fifteen (15) minute relief time for each four (4) hours of work. This period, if not used, may not accumulate to be used at some later time and may not be used for any other purpose.

Section 6.

The Board retains the right to regularly schedule work for less than eight (8) hours per day or forty (40) hours per week.

Section 7.

In the event that the Board would require an employee to work more than their established work weeks per year, that employee shall be so notified by the Board as to the extension of their work year, in writing, at least thirty (30) calendar days before the effective date of the change or unless the change is by mutual agreement.

ARTICLE XVI

SICK LEAVE AND FUNERAL LEAVE

Section 1. Sick Leave

- (A) Each employee covered by this Agreement shall accumulate one (1) sick leave day per month in an individual single sick leave bank, with a

maximum accumulation of one hundred and fifty (150) days. Probationary employees accumulate sick leave but are not credited with or granted said leave until they achieve non-probationary status.

- (B) Leaves of absence with pay chargeable against the employee's sick leave allowance shall be granted for the following reasons or any other approved reasons:
1. When the employee is incapacitated from the performance of the employee's duties due to sickness, pregnancy, injury or for medical, dental or optical examination or treatment.
 2. A maximum of ten (10) working days per working year for an illness in the immediate family. "Immediate family" shall include the employee's spouse, children, mother, father, brother, sister and corresponding in-laws, grandparents, grandchildren or member(s) of the employee's household.
 3. When critical illness in the immediate family requires the attendance of the employee, the appropriate director may grant use of sick-leave allowance up to the amount accumulated by the employee. Immediate family shall be as defined above.
- (C) Employees who are unable to perform their duties because of illness or disability should notify their supervisor before or at the start of the work day. If an illness or disability extends beyond the first day, the employee and the employee's supervisor may make arrangements as to the frequency of notification of the continued illness or disability.
- (D) An employee who separates from the employment of the Board of Education for retirement purposes in accordance with the provisions of the State Retirement Act shall receive a lump sum payment not to exceed four thousand dollars (\$4,000) computed by multiplying the employee's last daily rate by sixty per cent (60%) of the employee's accumulated sick leave days. If an employee retires because of total or permanent disability under the State Retirement Act, the employee shall receive and be paid their full accumulated sick leave benefits.
- (E) An employee who separates from the employment of the Board of Education, after ten (10) years of service, in accordance with the provisions defined in Article XX, Section 5, shall receive a lump sum payment not to exceed four thousand dollars (\$4,000) computed by multiplying the employee's last daily rate by sixty per cent (60%) of the employee's accumulated sick-leave days.
- (F) Employees who have exhausted their sick leave credit and are still unable to return to work may be paid for any unused vacation days.

Section 2. Funeral Leave

- (A) All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be defined as: employee's spouse, children, mother, father, brother, sister and corresponding in-laws, grandparents, grandchildren or member(s) of the employee's household.
- (B) Time off with pay, not to exceed one (1) day, will be granted for attendance at the funeral service of a person whose relationship warrants such attendance.

Section 3. Personal Business Days

Each employee covered by this Agreement shall earn two (2) personal business days per year for the purpose of attending to or caring for personal business which by its nature cannot be scheduled outside of the regular work day. Personal business days shall not be used to extend a holiday, vacation period or to extend a period when school is not in session, nor shall personal business days be granted for the purpose of other employment, or for any other leave provision in this Agreement. Personal business days may not be utilized for less than one-half (1/2) day increments. Provided further, that in the event the employee does not use the personal business days provided for, such days shall be credited to the employee's sick leave bank the following year. The use of the personal business days must be arranged with the employee's immediate supervisor prior to the use of such days by submission of written application with as much advance notice as possible.

ARTICLE XVII

HOLIDAYS

- (A) The Board will pay the normal day's pay for the following holidays, even though no work is performed by the employee:

<u>Twelve-month Employees</u>	<u>Ten-month Employees</u>
New Year's Day	New Year's Day
Good Friday	Good Friday
Memorial Day	Memorial Day
Fourth of July	National Presidents Day
National Presidents Day	Labor Day
Labor Day	Thanksgiving Day
Thanksgiving Day	Day Following Thanksgiving
Day Following Thanksgiving	Christmas Eve Day
Christmas Eve Day	Christmas Day
Christmas Day	
Effective July 1, 1989	Effective July 1, 1989
New Year's Eve Day	New Year's Eve Day

- (B) Employees required to work on any of the above named holidays shall receive double time for hours worked in addition to the regular holiday pay with a three (3) hour minimum.
- (C) If an employee is on vacation on any of the above named holidays, the employee shall be entitled to an additional day off with pay for the holiday. In the event that an employee is on sick leave on any of the above named holidays the employee shall not have that day charged against the employee's allowable sick leave. If an employee terminates their employment, the employee will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of their projected terminal vacation leave.
- (D) When one of the above holidays falls on a Saturday, the Friday preceding shall be recognized as a paid holiday. When any of the above holidays fall on a Sunday, the Monday following shall be recognized as a paid holiday. For consecutive holidays where one or both days occur on a Saturday or Sunday the preceding Friday and following Monday will be recognized as the paid holidays.
- (E) In order to receive holiday pay, the employee must work the last work day scheduled preceding the holiday and the first work day following the holiday, unless specified otherwise or the absence is excused.

ARTICLE XVIII

VACATIONS

- (A) All employees working on a twelve-month basis shall receive an annual vacation with full pay based on the following schedule:

1-5 years	5/6 day per month
6-10 years	1-1/4 days per month
11 years or more	1-2/3 days per month
- (B) Employees working less than 12 months shall be entitled to a paid vacation on the following schedule:

1-10 years	5 working days
11 years or more	7 working days
- (C) Vacation allowance shall be prorated during the first year of employment to the nearest one-half (1/2) day. (Based on 5/6 of a day per month of service to June 30.)

- (D) Ten month secretaries will normally receive their vacation time at the end of their work year. However, they may utilize vacation time during the work year with the approval of their supervisor. Employees desiring to use this option must inform the business office by May 31 of the year in which the days are earned. Instead of receiving vacation pay the days will be credited to a vacation bank to be used after July 1 of the next fiscal year. If the days are not used during that fiscal year they will be paid after the last work day. An employee may not accumulate more than one year's earned vacation days.
- (E) Vacation allowance may not be accumulated from one fiscal year to the next, except on the basis of written request, which must have the approval of both the immediate supervisor and the appropriate director.
- (F) Vacations shall be scheduled at a time which will not unduly interfere with or hamper normal operations of the school system. Insofar as is possible within this limitation, vacations shall be scheduled at a time satisfactory to the employee.
- (G) Vacations shall be scheduled for a period of not less than one (1) week at a time or not less than the number of days to which the employee is entitled, whichever is smaller, unless otherwise approved by the immediate supervisor and the appropriate director.
- (H) Employees terminating their employment or commencing a leave of absence under Article XIII shall receive a prorated vacation allowance, based on the amount of vacation time that has been earned according to the above schedule.

ARTICLE XIX

INSURANCE PROTECTION

The Board agrees to provide each employee working thirty (30) hours or more the following insurance benefits.

Section 1. Hospitalization

The Board shall pay the full family cost of the Blue Cross-Blue Shield MVF-1 Master Medical, Option IV, and riders D-45NM, VST, RPS, FA ERC, PCES-2 Second Surgical Opinion, and PRE-100 Pre-determination, or equivalent. Coverage shall include the \$2.00 Copay Prescription Drug Program or equivalent. Such coverage shall be paid by the Board for the full twelve months, providing the employee completes the full school year.

Section 2. Dental Insurance

The Board shall pay the full family cost of the Delta Dental Insurance Plan B of 80% Class I and 80% Class II benefits or equivalent. Such coverage shall be paid by the Board for the full twelve months providing the employee completes the full school year.

Section 3. Life Insurance.

The Board of Education shall provide without cost to the employee a group life insurance protection in the amount of \$15,000.

Section 4. Vision Insurance

The Board of Education shall provide the equivalent of the MESSA VSP-2 vision insurance throughout the duration of this agreement.

Section 5. Long Term Disability Insurance.

The Board agrees to provide without cost to each employee an insured income continuation plan for disability extending beyond the employee's accumulative sick leave. The plan shall guarantee continuation of sixty per cent (60%) of the employee's income from salary and supplemental incomes averaged monthly, including benefits received from primary social security, worker's compensation or any other Board sponsored plan. Benefits may be paid greater than sixty per cent (60%) but not more than ninety per cent (90%) of the employee's income when income is available from Social Security dependent's benefits or the Michigan Public School Employee's Retirement Fund. Benefits will continue to age seventy (70) for illness or up to a lifetime if a result of accident. The Board agrees to amend the income continuation plan, which amendment will provide, at retirement, the amount of monthly retirement income lost to the employee under the M.P.S.E.R.F. because of disability that existed during the employee's working years. The Board shall provide a cost-of-living and family income benefit under the income continuation plan provided for in this subparagraph.

Section 6. Tax Deferred Annuities.

- (A) 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.
- (B) For 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.

ARTICLE XX

GENERAL

Section 1. Telephone Facilities

Telephone facilities shall be made available to employees for their reasonable use.

Section 2. Parking

Adequate parking facilities for the employees covered by this Agreement will be provided within the reasonable proximity of their building.

Section 3. Emergency School Closing

Whenever schools are closed due to severe weather or other emergencies, all employees are expected to report for work as usual. When the employee is unable to report for work without risking injury or being subjected to unusual-unreasonable stress, the employee shall then be paid the normal day's pay even though no work is performed. If all schools are dismissed, after employees have reported for work, because of severe weather or other emergencies and if the supervisor's work is terminated for that day because of those conditions, the employee's work shall terminate for that day concurrent with the supervisor's and the employee shall be paid the normal pay even though less hours have been worked.

Section 4. Retirement.

An employee shall be retired by the Board on June 30 of the school year in which the employee's 70th birthday occurs.

Section 5. Resignation.

- (A) Any employee desiring to resign shall file a letter of resignation with the personnel office at least ten (10) working days prior to the effective date.
- (B) Any employee who resigns from the position in the manner described in Paragraph (A) of this Section maintains their right to termination pay and earned vacation time.

Section 6. Continuing Education.

- (A) Inservice Education. The Board agrees to pay the tuition fee for any employee it so designates to attend a workshop, inservice training seminar, self-improvement course, or other related professional growth activity of a nature specifically designed to provide on-the-job related improvement.
- (B) Continuing Education. The Board agrees to develop with the Union a continuing education plan through the recommendations of a joint committee. The committee will include: two administrators and four union members. Upon successful completion of a tract of course work (seven to eight individual courses) within the guidelines developed by the Continuing Education Committee the Board agrees to pay full time employee(s) a stipend for each credit unit on the second pay periods in January and July according to the schedule outlined below.

For credit earned prior to July 1, 1988, for a maximum of six (6) credit units:

July 1988	\$210	January 1990	\$175
January 1989	\$210	July 1990	\$125
July 1989	\$175	January 1991	\$125
		No payments thereafter	

For credit units earned after July 1, 1988, for a maximum of three (3) credit units:

If the credit unit was earned between July 1 and December 31 of the contract year, the first payment will be in January; or
If the credit unit was earned between January 1 and June 30 of the contract year, the first payment will be in July.

First payment	\$350	Fifth payment	\$175
Second payment	\$350	Sixth payment	\$125
Third payment	\$250	Seventh payment	\$100
Fourth payment	\$200	Final payment	\$50

Employees who work less than 40 hours per week shall be compensated pro-rata on the above schedule. The Board's annual cost for registration, texts and fees shall not exceed \$4,000. Continuing education payments will terminate if an employee is no longer employed in the Union.

Section 7. Evaluation.

The Union specifically recognizes the right and necessity of the Board to evaluate employee performance. Each employee's immediate supervisor shall perform an evaluation at least once every two (2) years; however,

other administrative personnel may be called upon to assist in the evaluation process if requested to do so by either the employee or the immediate supervisor.

- (1) Evaluation shall be primarily directed to the improvement of employee performance and to provide assistance to the employee to correct or improve areas of concern which may be revealed by the evaluation.
- (2) All evaluations of employee performance shall be reduced to writing prior to placement in the personnel file and will adhere to the Board of Education/Secretarial Union Evaluation Form. The criteria for evaluation shall include but not be limited to:
 - a. Adaptability
 - b. Initiative
 - c. Job intelligence
 - d. Organization
 - e. Personal appearance
 - f. Personal relations
 - g. Punctuality and attendance
 - h. Quality of work
 - i. Responsibility
 - j. Technical skills with equipment

Probationary employees shall be evaluated prior to the end of their ninety (90) day probationary period and again before the end of the first year of employment.

ARTICLE XXI

JURY DUTY

An employee who serves on Jury Duty will be paid the difference between the employee's pay for that duty and the employee's regular pay provided proof of service and pay is submitted. A leave of absence with full pay shall be granted for court appearance when subpoenaed as a witness in any case connected with the employee's employment of the school.

ARTICLE XXII

CLASSIFICATION AND COMPENSATION

- (A) The salaries of employees covered by this Agreement are set forth in Schedule A of this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

- (B) Each nonprobationary employee shall be entitled to advance to the next step of their respective schedule classification effective July one (1) every calendar year.
- (C) A new employee may be placed on the salary schedule at the discretion of the Board, provided that the employee does not also receive credit for longevity and/or seniority except as based on years of service in the bargaining unit. Criteria for determining experience credit shall include the following:
1. Experience must be in a skill-related position.
 2. Experience must be of nine months or more in order to be credited a step.
 3. Formal training beyond high school will be credited at the rate of one step for each two years of formal training, with a maximum credit of two steps.
- (D) No current employee, through the execution of this Agreement, shall be caused to lose any longevity credit which they are currently receiving.
- (E) All employees, working less than twelve months, shall receive compensation on a twenty-six pay period base from September 1 to August 31. Employees may elect to receive a balance of contract on the second pay period in June by notifying the business office, in writing, by May 1.

ARTICLE XXIII

BENEFITS

It is hereby agreed between the parties that in the event that an employee works less than the established hours in the employee's classification, and the employee is covered by this Agreement, the employee shall be entitled to a pro rata portion, based on the hours the employee works for the Board, of the sick leave, vacation, holiday, personal business day, funeral leave, and terminal leave benefits provided under this Agreement.

ARTICLE XXIV

SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

Section 1.

A written waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 2.

If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law, or if compliance with or enforcement of any Article or Section should be restrained by such law, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 3.

This Agreement shall supersede any rules, policies, regulations or practices of the Board which shall be contrary to or inconsistent with its policies. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE XXV

LONGEVITY

Employees who have served the required number of years shall be entitled to longevity payment. To determine the hourly rate with longevity, multiply the amount of the last step in the appropriate classification by the index opposite the number of current years of service.

YEARS OF SERVICE

Beginning 4 through 6	1.04 (4%)
Beginning 7 through 10	1.06 (6%)
Beginning 11 through 13	1.08 (8%)
Beginning 14 through 16	1.10 (10%)
Beginning 17	1.12 (12%)

ARTICLE XXVI

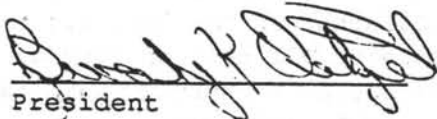
TERMINATION AND MODIFICATION

- (A) This Agreement shall continue in full force and effect until June 30, 1991.
- (B) If either party desires to terminate or modify this Agreement, it shall one hundred twenty (120) calendar days prior to the termination date give written notice of termination or modification. If neither party shall give notice of termination or modification, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination or modification by either party on one hundred twenty (120) calendar days written notice prior to the current year of termination.
- (C) Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, International Union of Operating Engineers, Local #547, AFL-CIO, 24270 West Seven Mile, Detroit, Michigan 48219, and if to the Board addressed to East Lansing Public Schools, Board of Education Office, 509 Burcham Drive, East Lansing, Michigan 48823 or to any other address the parties may make available to each other.
- (D) The effective date of this Agreement is July 1, 1988.

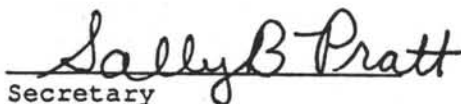
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

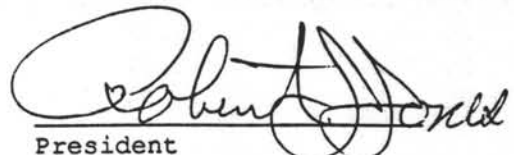
EAST LANSING BOARD OF EDUCATION

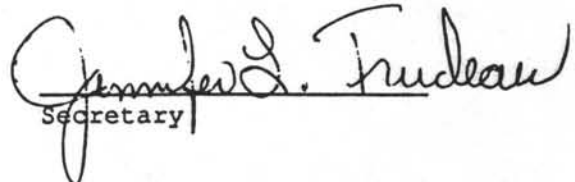
INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL #547, AFL-CIO


President


Business Manager


Secretary


President


Secretary

EAST LANSING PUBLIC SCHOOLS
 BOARD OF EDUCATION SALARY SCHEDULE A

	JULY 1 1988	JULY 1 1989	JULY 1 1990
CLASSIFICATION S-1 Level 1 - Instructional Clerks (Instructional Aides)			
1.	9.94	10.54	11.19
2.	10.15	10.75	11.40
3	10.35	10.95	11.60
CLASSIFICATION S-3 Level 2 - Receptionists and Supportive Service Secretaries (Secondary School Receptionist, Accounts-Guidance Secretary, Board Offices' Receptionist, Attendance Clerk, Secretary to Older Peoples Program, Registrar, Career Center Secretary, Media Technician)			
1.	10.16	10.76	11.41
2.	10.36	10.96	11.61
3.	10.57	11.17	11.82
CLASSIFICATION S-5 Level 3 - Secretaries-Clerks (High School and Middle School Assistant Principals' Secretaries, Secretary to Community Education Program, Athletic Director's Secretary, Senior Attendance Clerk)			
1.	10.39	10.99	11.64
2.	10.60	11.20	11.85
3.	10.81	11.41	12.06
CLASSIFICATION S-7 Level 4 - Secretary to Director of Public Information, Cafeteria Bookkeeper, Fine Arts Secretary			
1.	10.59	11.19	11.84
2.	10.80	11.40	12.05
3.	11.01	11.61	12.26
CLASSIFICATION S-9 Level 5 - Secretaries to Principals, Secretary to Director of Professional/Instructional Development, Secretary to Director of Physical Plant and Transportation, Secretary to Director of SCAP, Secretary to Director of Special Services, Materials Center Secretary, Business Office: Accounts Payable Coordinator, Purchasing Coordinator, Key punch Operator-Data Processing Coordinator			
1.	10.82	11.42	12.07
2.	11.03	11.63	12.28
3.	11.24	11.84	12.54

