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General Part Public Schools

AGREEMENT

This Agreement entered into this 20th day of June, 1989, between the Board of Education for the School District of the City of Lincoln Park (hereinafter referred to as the "EMPLOYER") and the American Federation of State, County and Municipal Employees, and Council 25 and its affiliate Local Union #849 (hereinafter referred to as the "UNION").

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, the Employees and the Union.

Both parties to this Agreement recognize and subscribe to the principle that the interests of the community are superior to those of either party, and that neither party can properly function unless it merits the confidence and good will of the community through the service it provides to the community.

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

ARTICLE I

RECOGNITION

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 with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all Permanent Part-Time Employees (working less than four (4) hours) employed by the Lincoln Park Public Schools Cafeteria Food Program at the Lincoln Park High School. For the purpose of this agreement, this group is defined as: Kitchen Helpers, Food Service Handlers, High School Cafeteria Monitors, and Cashiers.

For the purposes of this agreement, classification shall refer to one of the following five areas:

1. Maintenance
2. Secretarial
3. Cafeteria
4. Para-Professional
5. Part-Time Cafeteria Workers (defined above)

Only the Employees in the fifth classification are covered by this agreement.

ARTICLE II

AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE III

UNION SECURITY

To the extent that the laws of the State of Michigan and Federal laws permit, it is agreed that:

A. MODIFIED UNION SHOP

Each Employee who, on the effective date of this Agreement is a member of the Union, shall, as a condition of employment, maintain his membership in the Union. Each Employee hired on or after the execution of this Agreement shall, as a condition of employment, become a member of the Union thirty (30) days after his hiring date or the effective date of this Agreement, whichever is later, and maintain membership in the Union, or shall fulfill the requirements of subsection B of this paragraph. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

B. AGENCY PROVISION

Any present or future Employee who is not a Union member and who does not make application for membership, shall, as a condition of employment, pay the Union each month a service charge to be put into the general fund to be used for the Welfare and and Flower Fund in an amount equal to the regular monthly dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union. Upon request, any Employee may have a report on the Union's use of agency funds.

ARTICLE IV

CHECK-OFF OF UNION DUES - EMPLOYEE'S AUTHORIZATION

SECTION 1: UNION DUES AND INITIATION FEES

A. PAYMENT BY CHECK-OFF OR DIRECT TO UNION

Employees may tender the initiation fee and monthly membership dues by signing an Authorization for Check-off of Dues form, or may pay the same directly to the Union.

During the life of this Agreement and to the extent the laws of the State of Michigan and Federal laws permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each Employee who executes or has executed an Authorization for Check-off of Dues form.

B. DEDUCTIONS

Deduction shall be made only in accordance with the provision of said Authorization for Check-off of Dues, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deduction not in accordance with this provision.

C. DELIVERY OF EXECUTED AUTHORIZATION OF CHECK-OFF FORM

A properly executed copy of such Authorization for Check-off of Dues form for each Employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-off of Dues form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer. A new Authorization for Check-off Dues form is the responsibility of the Union if a change in job assignment occurs.

D. 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 tendered to the Employer and shall be deducted from the first (1st) pay of the month and each month thereafter.

E. DELIVERY OF ADDITIONAL CHECK-OFF FORMS

The Union will provide to the Employer any additional Authorization for Check-off of dues forms under which the Union membership dues are to be deducted.

F. REFUNDS

In cases where a deduction is made that duplicated a payment that an Employee already has made to the Union, or where a deduction is not in conformity with provisions of the Union Constitution and By-Laws, refunds to the Employee will be made by the Local Union.

G. 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 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.

H. DISPUTES CONCERNING CHECK-OFF

Any dispute between the Union and the Employer which may arise as to whether or not an Employee properly executed or properly revoked an Authorization for Check-off of Dues form, shall be reviewed with the Employee by a representative of the Local Union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute will be a proper matter for the grievance procedure. Until the matter is disposed of, no further deductions shall be made.

SECTION 2: REMITTANCE OF DUES TO FINANCIAL OFFICER

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union as soon as possible after the tenth (10th) day of the following month. The Employer shall furnish the designated financial officer of the Local Union, monthly, with a list of those for whom the Union has submitted signed Authorization for Check-off of Dues forms but for whom no deductions have been made.

SECTION 3: LIMIT OF EMPLOYER'S LIABILITY

The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by Employees.

The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

SECTION 4: DISPUTES CONCERNING MEMBERSHIP

Any dispute arising as to an Employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved, may be decided through the grievance procedure. However, the Employee may be retained at work while the dispute is being resolved.

ARTICLE V

REPRESENTATION

SECTION 1: STEWARDS AND ALTERNATE STEWARDS

- A. Employees in this bargaining group shall be represented by one (1) Steward, or an Alternate Steward in the absence of the Steward.
- B. The Steward, or the Alternate Steward in the absence of the Steward, during their working hours, without loss of time or pay, may in accordance with the terms of this Section investigate and present grievances to the Employer, upon having advised the Director of Food Services of same. The Director of Food Services will grant permission and provide sufficient time to the Steward to leave work for these purposes. The privilege of Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; the Steward will perform his/her regularly assigned work at all times, except when necessary to leave work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

SECTION 2: SPECIAL CONFERENCES

Special Conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least three (3) but not more than five (5) 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 taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. Such meetings may be attended by a representative of the Council or a representative of the International Union.

SECTION 3: NEGOTIATING COMMITTEE

Any representative of the Local Union, engaged during his normal work day in negotiations on behalf of the Union with any administrator, or the Superintendent of Schools, the Board of Education, or their representatives, including arbitration, when such meetings are scheduled by mutual agreement during his normal work day, shall be released from regular duties without loss of salary.

SECTION 4: GRIEVANCE REPRESENTATION

- A. The Union representatives may meet at a place designated by the Employer on the Employer's property for a least one-half hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.
- B. The Local President or his representative shall be allowed time off his job without loss of time or pay to investigate a grievance he is to discuss with the Employer. The Employer will grant him permission to leave his work for this purpose.

ARTICLE VI
GRIEVANCE PROCEDURE

SECTION 1: DEFINITION

A grievance is a complaint by a member of the Union (Employee) concerning any alleged violation of this Agreement.

The Employee will first discuss the grievance with his/her immediate supervisor on an informal basis. The Employee may be accompanied by a representative of the Union.

SECTION 2: WRITTEN PROCEDURE

If the matter is not resolved, all grievances will be handled in the following manner:

- Step 1: Within thirty-five (35) working days of the occurrence of the facts on which the grievance is based, the Union will file a written grievance on the accepted grievance form for the Employee with his/her immediate supervisor. The immediate supervisor will give a written reply within seven (7) working days after the grievance is received.
- Step 2: Within five (5) working days after delivery of the supervisor's decision, the grievance may be appealed to the superintendent. The appeal shall be in writing and shall set forth specifically the alleged violation of the contract provision on which the grievance is based. Within twenty (20) working days after delivery of the appeal, the superintendent, or designee, shall investigate the grievance and shall communicate a decision, in writing, together with supporting reasons, to the Union. As a part of the superintendent's investigation, the superintendent, or designee shall arrange for a hearing, to be attended by no more than three (3) Union representatives.
- Step 3: Within ten (10) working days after delivery of the superintendent's decision, the grievance may be appealed to the Board of Education by the Union. The appeal shall be in writing

and shall set forth specifically the act or condition and the grounds on which the grievance is based. The Board of Education shall have twenty-five (25) working days to set and hold a hearing after receipt of the written grievance and request for hearing.

If possible, the hearing will be scheduled for the next regular meeting or special meeting of the Board of Education. The Board of Education shall render its decision in writing, together with the supporting reasons, within five (5) working days after hearing the appeal. It is understood that following the decision of the Board of Education at Step 3, the Union reserves its right to utilize the services of the American Arbitration Association.

Step 4: If the Union is dissatisfied with the decision of the Board of Education, the Union may refer the matter to arbitration by delivering written notice of its filing with the American Arbitration Association to the superintendent within forty-five (45) working days after the Union's receipt of the decision of the Board of Education. The arbitrator shall be selected from the panel of arbitrators furnished by the American Arbitration Association, and the arbitration shall be conducted under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the Board of Education and the Union. The arbitrator shall confine his/her decision to the sole question of whether or not there has been a violation of the Agreement and, if he/she finds a violation, the appropriate relief.

The arbitrator's award shall be final and binding on the Board and the Union and any Employees involved.

SECTION 3: STEP ADVANCE

If, in the judgment of the Union, a grievance affects a group or class of Employees, the Union may submit such grievance, in writing, to the superintendent directly and the processing of such grievance shall be commenced at Step 2. The grievance must be presented within thirty-five (35) working days of the occurrence of the facts on which the grievance is based.

SECTION 4: TIME LIMITS

- A. Failure to commence to process the grievance within the time limits set forth shall bar the grievance.
- B. Failure to appeal a decision to the next step within the time limits set forth shall constitute acceptance of the last written decision and shall bar future action on that particular grievance.
- C. A grievance not answered timely by the Employer will automatically advance to the next step of the grievance procedure.
- D. A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be annulled.

SECTION 5: UNION REPRESENTATION

A Union and/or Local Union representative may be present at all steps of the grievance procedure.

SECTION 6: SETTLEMENT IMPLEMENTATION

Any agreement or arbitration award reached through the grievance procedure shall be implemented promptly.

SECTION 7: SIMILAR GRIEVANCE ISSUES

Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition or the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

ARTICLE VII

DISCHARGE AND DISCIPLINE

SECTION 1: DISCIPLINARY PROCEDURE

It shall be the policy of the Employer to adhere to a policy of just cause discipline, according to the following procedure, for continued offenses:

- A. Oral warning
Written warning
Suspension - not to exceed three (3) days
Suspension - not to exceed ten (10) days
More severe discipline
- B. Nothing in the above procedure, however, prevents the Employer from appropriately disciplining an Employee should circumstances warrant.
- C. Nothing in the above procedure prevents the Employer from corrective counseling meetings with Employees.

Times and dates of any such counseling meetings may be recorded. However, any discussion during such meeting must be kept confidential by the Employer unless otherwise approved by the affected Employee.

SECTION 2: PROBABLE CAUSE

The Employer may discipline any Employee for just cause in accordance with the provisions of this Agreement. The following designate examples only of probable cause and does not limit the Employer in areas of discipline.

- A. Continued refusal or continued failure to accept or perform work assigned during regularly scheduled hours, in accordance with the provisions of this Agreement.
- B. Intoxication or drinking alcoholic beverages on the job or on the Employer's property.
- C. A.W.O.L. (absent without leave) no notification to Employer (exceptions may be made should circumstances warrant).

- D. Continued or repeated insubordination without provocation by the Employer.

SECTION 3: NOTICE OF DISCHARGE OR DISCIPLINE

- A. The Employer agrees promptly upon the discharge of an Employee to notify the Employee and the Union of the discharge or discipline and to present to the Employee and the Union, in writing, a copy of the charges.
- B. The discharged or disciplined Employee will be allowed to discuss his discharge or discipline with the Steward of the area and the Employer will make available an area where he may do so before he is required to leave the property of the Employer.
- C. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the Employee and the Steward. In severe circumstances (emergency situations) however, the Employer may send an Employee home with pay pending determination of what discipline, including possible discharge, is to be imposed.

SECTION 4: APPEAL OF DISCIPLINE OR DISCHARGE

Should the discharged or disciplined Employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the Employer within five (5) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be advanced to the third step of the grievance procedure.

SECTION 5: 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 three (3) years previously nor impose discipline on an Employee for deliberate errors or mistakes on his employment application after a period of three (3) years from his date of hire, except in cases involving morals or narcotics charges or commission of felonies.

ARTICLE VIII

SENIORITY - EARNING, LOSING, OUT OF UNIT

SECTION 1: DEFINITION

- A. Seniority shall begin on the date of employment by the Board of Education through resolution, but shall not take effect until the Employee has been employed for ninety (90) calendar days, at which time he or she shall be certified as a permanent Employee.

Seniority for Employees currently in the program as of the date of this agreement will be defined as the date of hire into the cafeteria at Lincoln Park High School. (See Schedule B.)

- B. In the event two or more employees have the same seniority date, the date of application will be used as the tie breaker.

SECTION 2: PROBATIONARY EMPLOYEES

- A. New Employees hired in the unit shall be considered as probationary Employees for the first ninety (90) calendar days of their employment. When an Employee finishes the probationary period by accumulating ninety (90) calendar days, he shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) calendar days prior to the day he/she completed the probationary period. 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 Article I of this Agreement, except discharged and disciplined Employees for other than Union activity.

SECTION 3: UNION OFFICERS

- A. Seniority of Steward

Notwithstanding his/her position on the seniority list, the Steward shall, in the event of a layoff of any type,

be continued at work as long as there is a job in his/her area which he/she can satisfactorily perform and shall be recalled to work in the event of a layoff, on the first open job in his/her area which he/she can satisfactorily perform.

B. Seniority of Officers

Notwithstanding their position on the seniority list, the President, Vice-President, Financial Secretary and Recording Secretary of the Local Union shall, in the event of a layoff only, be continued at work at all times when one or more divisions or fractions thereof are at work, provided they can satisfactorily perform any of the work available.

SECTION 4: OUT OF BARGAINING UNIT

Any Employee within the bargaining unit who takes a position with the Board of Education outside the bargaining unit will not accumulate seniority while outside the bargaining unit but will be eligible to return to the bargaining unit and be placed in any job vacancy to which qualifications and seniority entitles him/her.

SECTION 5: SENIORITY LISTS

- A. Seniority shall not be affected by the race, sex, marital status or dependents of the Employee.
- B. The seniority list on the date of this Agreement will show the names and job titles of all Employees of the unit entitled to seniority.
- C. The Employer will keep the seniority list up-to-date at all times and will provide the Local Union President with up-to-date copies, upon request.

SECTION 6: LOSS OF SENIORITY

An Employee shall lose their seniority for the following reasons only:

- A. He/she quits.
- B. He/she is discharged and the discharge is not reversed through the grievance procedure.

- C. He/she is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made by the Employer. 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 he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made by the Employer.
- E. Return from leaves of absence will be treated the same as C above.

ARTICLE IX

PROMOTIONS, TRANSFERS, VACANCIES, WORKING OUT OF CLASSIFICATION, WORK MOVEMENT

SECTION 1: PROMOTIONS

- A. Employees shall be given consideration to other part-time and/or full-time positions for which they are the senior qualified person. However, promotions or transfers are understood not to be automatic.

For all full-time cafeteria positions, new full-time cafeteria employees shall not have any bidding rights for promotional purposes for one (1) year. However, in the event that there are no bids within the cafeteria classification, new full-time or part-time employees may exercise bidding rights.

- B. Job vacancies will be posted within a seven (7) day period, for a period of seven (7) calendar days, in a conspicuous place in each school or building. Employees interested shall apply within the seven (7) calendar day posting period.
- C. The Employee promoted under this article, shall be granted a trial period, not to exceed sixty (60) days, to determine:
1. Desire to remain on the job.
 2. Ability and/or trainability to perform the job.
 3. Ability to obtain a license, if required.
- D. During the trial period, the Employee shall have the opportunity to revert back to former classification.
- E. If the Employee is unsatisfactory in the new position, the Employer shall have the opportunity to place the Employee back in his/her former position during the trial period. Notice and reasons of such move shall be submitted to the Union in writing by the Employer, with a copy to the Employee. The matter may then become a proper subject for the second step of the grievance procedure.
- F. During the trial period, the Employee will receive the rate for the job they are performing.

- G. The Employer agrees to make available to the Union a list of all applicants for promotion through job postings.

SECTION 2: WORKING OUT OF CLASSIFICATION

- A. Employees required to work in a higher classification shall be paid the rate of the higher classification as of the first day.
- B. Employees required to work in a lower classification will receive their regular classification rate of pay.

SECTION 3: TRANSFERS

When an Employee transfers from one classification to another, his seniority starts from date of transfer into the classification, except where he has already accumulated seniority in the classification. In such event he would be given credit for total accumulation in the classification.

A. Temporary Transfers

If an Employee is temporarily transferred to a position by the Employer not included in his or her classification and is thereafter transferred again to a position within his or her classification, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

B. Work Location Transfer

1. If and when operations of divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location exchange will be considered in such cases.
2. The Employer agrees that in any movement of work not covered above, it will be discussed with the Union in order to provide

for the protection of the seniority of the Employees involved.

SECTION 4: VACANCIES

- A. When a vacancy, other than an emergency or temporary vacancy exists, Employees within the classification or a higher classification shall be given preference to transfer to the vacancy. To be eligible they must apply through job notifications.
- B. For the purpose of this section "emergency vacancy" is defined as a vacancy that is not expected to exceed five (5) working days; "temporary vacancy" is defined as a vacancy that is not expected to exceed twenty (20) working days.

ARTICLE X

HOURS

SECTION 1: TEMPORARY-STUDENT EMPLOYEES

With respect to the hiring of temporary Employees and Employees referred to as Student, their employment will be considered an emergency need. However, in no case will the period of employment of these temporary Employees exceed ninety (90) days of work within the school year. It is clearly understood by both parties that this section does not apply to Co-Op Students.

SECTION 2: OUTSIDE EMPLOYEE HOURS

No substitute Employee shall be hired who has other full-time employment of forty (40) hours or more per week, nor shall any regular Employee be permitted to have other full-time employment of forty (40) hours or more per week.

ARTICLE XI

LAY-OFF AND RECALL

SECTION 1: LAY-OFF PROCEDURES

- A. The word "lay-off" means a reduction in the working force due to a decrease of work or budgeting limitations.
- B. If it becomes necessary for a lay-off, the following procedure will be mandatory. Probationary Employees will be laid off on a school district-wide basis. Seniority Employees will be laid off according to seniority as defined in Section 1-E. In proper cases exceptions may be made. Disposition of these cases will be proper matter for the grievance procedure.
- C. Employees subject to lay off may bump to any classification with an equal or lower rate of pay, provided they are qualified to perform the duties of that classification. Employees may not bump to a classification with a higher rate of pay.
- D. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of lay-off. The local Union Secretary shall receive a list from the Employer of the Employees being laid off on the same date the notices are issued to the Employees.
- E. Seniority shall be used and accumulated within the classification except in the event of reduction of work force or lay-off; then it shall be on a school district-wide basis within classification, in accordance with the Employee's last date of hire in the representation area. Low seniority Employees are to be laid off first.

SECTION 2: RECALL PROCEDURES

- A. When the work force is increased after lay-off, Employees will be recalled according to seniority, as defined in Section 1-E. Notice of recall shall be sent to the Employee at his last known address by registered or certified mail. If an Employee fails to

report for work within fourteen (14) calendar days from date of mailing of notice of recall, he shall be considered as quit. Extensions may be granted by the Employer in proper cases.

- B. If the notice of recall indicates that the Employee is to return to permanent employment, and he returns to work, he shall be entitled to notice in accordance with Section 1-C, before any further lay-off.
- C. If an Employee is recalled to fill a temporary opening in a job classification caused by a shortage of Employees resulting from vacation, leave of absence, illness or any other absence from the job, he shall be entitled to one (1) shift-day notice of lay-off if he works more than five (5) consecutive working days and seven (7) days notice of lay-off if he works more than thirty (30) consecutive working days.
- D. If an Employee is temporarily recalled because of work requirements and not because of Employee absence, he shall be entitled to seven (7) day notice of lay-off.
- E. Employees recalled from lay-off shall receive the regular rate for the classification to which they are returned

ARTICLE XII

RATES AND CLASSIFICATION

SECTION 1: NEW CLASSIFICATION

Rates for New Jobs

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. In the event the Union does not agree that the description and rate are proper, the Union shall have the right to submit the matter to the grievance procedure at the second step.

SECTION 2: PROCEDURES

- A. To insure job rights for the Employees, all work within an existing classification and job description shall be performed only by regular Employees assigned to those classifications. These Employees shall work under the terms of the Part-Time Cafeteria Workers Agreement between the Board and the Union.
- B. The Union will be promptly notified of the position, wages and working hours of any new Non-Contractual Employee.
- C. Job titles and wage schedules for this unit of Employees shall be attached to and become part of this Agreement.
- D. The Employer agrees to furnish the Union, through the President and Local Union, with an up-to-date salary schedule for all Employees upon request at reasonable times.

ARTICLE XIII

LEAVES OF ABSENCE

SECTION 1: REPORTING ABSENCE

Employees shall make every effort to call in prior to the start of their shift if they are unable to report to work. Employees who will be off more than one (1) day or for an extended period of time shall keep the personnel office informed. If off more than five (5) days, the Employee shall present a doctor's report to the personnel office. If off for an extended period, the Employee shall present to the personnel office a doctor's report stating that he is able to resume work.

SECTION 2: JURY DUTY

The Employer shall pay any Employee who is called for jury duty the difference between the amount received for jury duty and the regular amount paid the Employee, if either the Employee or the Superintendent is unable to get the Employee excused from this duty.

SECTION 3: MATERNITY LEAVE

- A. The Board of Education will grant an unpaid maternity leave of absence to any Employee who is included in the bargaining unit, upon written request for such leave and proper certification from her doctor.
- B. An unpaid maternity leave of absence may be extended up to five (5) years upon the written request of the Employee.

SECTION 4: UNION LEAVE

The President of the Local Union shall be released from regular duties without loss of compensation, upon request, for a period of eight (8) days per school year, for union business, not to be deducted from sick leave allowance nor accumulative from year to year. Not more than five (5) consecutive days may be used at one time.

SECTION 5: UNPAID LEAVES

Leaves of absence without pay, for reasonable periods not to exceed two (2) years will be granted without loss of seniority for good cause, and such leave may be extended for like cause. Leaves will not be granted for the purpose of accepting employment in private industry or the public sector.

SECTION 6: LEAVE FOR UNION BUSINESS

- A. Members of the Union elected to Union positions or selected by the Union to do work which takes them from their employment with the Employer, shall at the written request of the Union, receive temporary leave of absence for periods not to exceed two (2) years, or the term of office, whichever may be shorter, and, upon their return, shall be re-employed at work to the same classification left, with accumulated seniority.
- B. The Board agrees to recommend to the Public School Employees Retirement System that the time spent on leave of absence pursuant to this section be granted as service credit for retirement purposes.

SECTION 7: VETERANS

- A. Reinstatement of Seniority for Employees. Any Employee who enters into active service in the armed forces of the United States, upon the termination of such service, shall be offered re-employment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available and which he is capable of doing, at the current rate of pay for such work, provided he reports for work within ninety (90) calendar days of the date of such discharge.
- B. A probationary Employee who enters the armed forces and meets the foregoing requirements, must complete his/her probationary period, and upon completing it, will have seniority equal to the time he/she spent in the armed forces, plus six (6) months.

SECTION 8: VETERANS LAW

Except as hereinbefore provided, the re-employment rights of Employees and probationary Employees will be limited by applicable laws and regulations.

SECTION 9: EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

- A. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

- B. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the School District when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of an emergency.

ARTICLE XIV

MILEAGE ALLOWANCES - REIMBURSEMENTS

SECTION 1: MILEAGE

Any mileage incurred by a member of the bargaining unit through the use of a personal automobile, in performance of official school business, approved by the Superintendent, shall be paid at the rate of twenty-two (\$.22) cents per mile of such travel, provided properly filled out mileage reports are submitted on a monthly basis.

SECTION 2: REQUIRED MEDICAL TEST

The Employer shall pay the cost of required T.B. tests and/or X-rays.

SECTION 3: TUITION REIMBURSEMENT

The Employer agrees to pay the cost of tuition for a course of instruction where the attendance of an Employee is required by the Board of Education.

ARTICLE XV

GENERAL PROVISIONS

SECTION 1: BULLETIN BOARDS

The Employer will provide space on existing bulletin boards in each building or office. Such bulletin boards may be used by the Union for posting notices of Union business.

SECTION 2: UNION USE OF SCHOOL PREMISES

The Union is hereby granted the right to reasonable use of school premises and equipment for its business meetings after obtaining prior approval from the Board, and providing it pay any costs which may be incurred by the district.

SECTION 3: SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the local union, the Employer and the Council and /or International Union. They shall be approved or rejected within a period of thirty (30) days following the date they are filed.

SECTION 4: ACT OF GOD DAYS/PAID HOLIDAYS

Employees shall be compensated for a maximum of two (2) Act of God days per school year.

Paid holidays shall include the following:

- A. Thanksgiving Day
- B. The Friday after Thanksgiving
- C. Good Friday
- D. Memorial Day

It is expressly understood that in order to be paid for the above four holidays the employee must work the day before and the day after the said holiday.

SECTION 5: UNIFORMS

Uniforms will be provided to Employees in a manner consistent with the provision of uniforms for full-time cafeteria workers.

SECTION 6: CONTRACTING/SUB-CONTRACTING

The parties recognize the responsibility of the Board to provide services in the most economical fashion and recognize that, in appropriate cases, outside contractors may be employed to perform such services. However, outside contractors will not be utilized to replace or displace bargaining unit employees.

ARTICLE XVI

EMPLOYEE RIGHTS AND RESPONSIBILITIES

Union Employees agree to uphold this Contract. Each Employee accepts responsibility to strive for excellence in their work and to take advantage of opportunities for continually improving their skills and their relationship with their fellow workers and superiors.

- A. Nothing in this Contract shall be construed to deny or restrict an Employee's rights under the Michigan General School Laws or applicable civil laws. The rights granted in this Contract are deemed to be in addition to those provided elsewhere.
- B. The Union, its officers and Steward accept responsibility to attempt to prevent strikes among its members.

ARTICLE XVII

BOARD RIGHTS AND RESPONSIBILITIES

- A. Except as modified by the specific terms of this Contract, the Board retains all rights and powers to manage the Lincoln Park School District, and to direct its Employees. The Union recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan or Federal, and inherent in responsibilities to manage a public school system, including the right:
 - 1. to the executive management and administrative control of the school system and its properties and facilities, and the activities of its Employees during Employee working hours;
 - 2. to hire all Employees, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment.
- B. The Board has the responsibility to evaluate the work of its Employees and to inform the Employee of its view of his work. Disagreements concerning an Employee's evaluation shall be subject to the grievance procedure.

ARTICLE XVIII

This Agreement shall continue in full force through June 30, 1991.

- 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 written notice of amendment, as hereinafter provided, or if each party giving 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 its intent to amend this Agreement.

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 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 23855 Northwestern Highway, Southfield, MI. 48075; and if to the Employer to 1545 Southfield Road, Lincoln Park, MI. 48146, or to any such address as the Union or the Employer may make available to each other.

D. RETROACTIVITY

The wage scale for 1988-89 is attached to this Agreement as Schedule A and shall be retroactive to July 1, 1988

E. AUTOMATIC IMPROVEMENT

Wage gains made by the largest bargaining unit in the district will be passed on at the same level and to the same extent to members of Local #849. Any wage gains shall be made on a percentage basis.

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

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFFILIATED WITH AFL-CIO

BOARD OF EDUCATION for the
SCHOOL DISTRICT OF THE CITY
of LINCOLN PARK

Milton Tam Yee
Council No. 25 Representative

Donald L. Harris
President

Paul K. Cannon
Local Union President

Charles L. Higgins
Secretary

In Presence of:

James J. Jerneman

In Presence of:

Douglas H. Knight

SCHEDULE A

	1988-89	
	STEP	
	1	2
HS Cafeteria Monitors	4.32	4.59
Kitchen Helper	4.32	4.59
Cashier	4.74	5.01
Food Service Handler	5.49	5.75

	1989-90	
	STEP	
	1	2
HS Cafeteria Monitors	4.70	4.99
Kitchen Helper	4.70	4.99
Cashier	5.15	5.44
Food Service Handler	5.95	6.23

The above salary schedules reflects wage adjustments as follows:

- 1988-89 - A 6% increase + 8 cents
- 1989-90 - A 7% increase + 8 cents

The 1988-89 salary schedule is retroactive to July 1, 1988