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MASTER AGREEMENT

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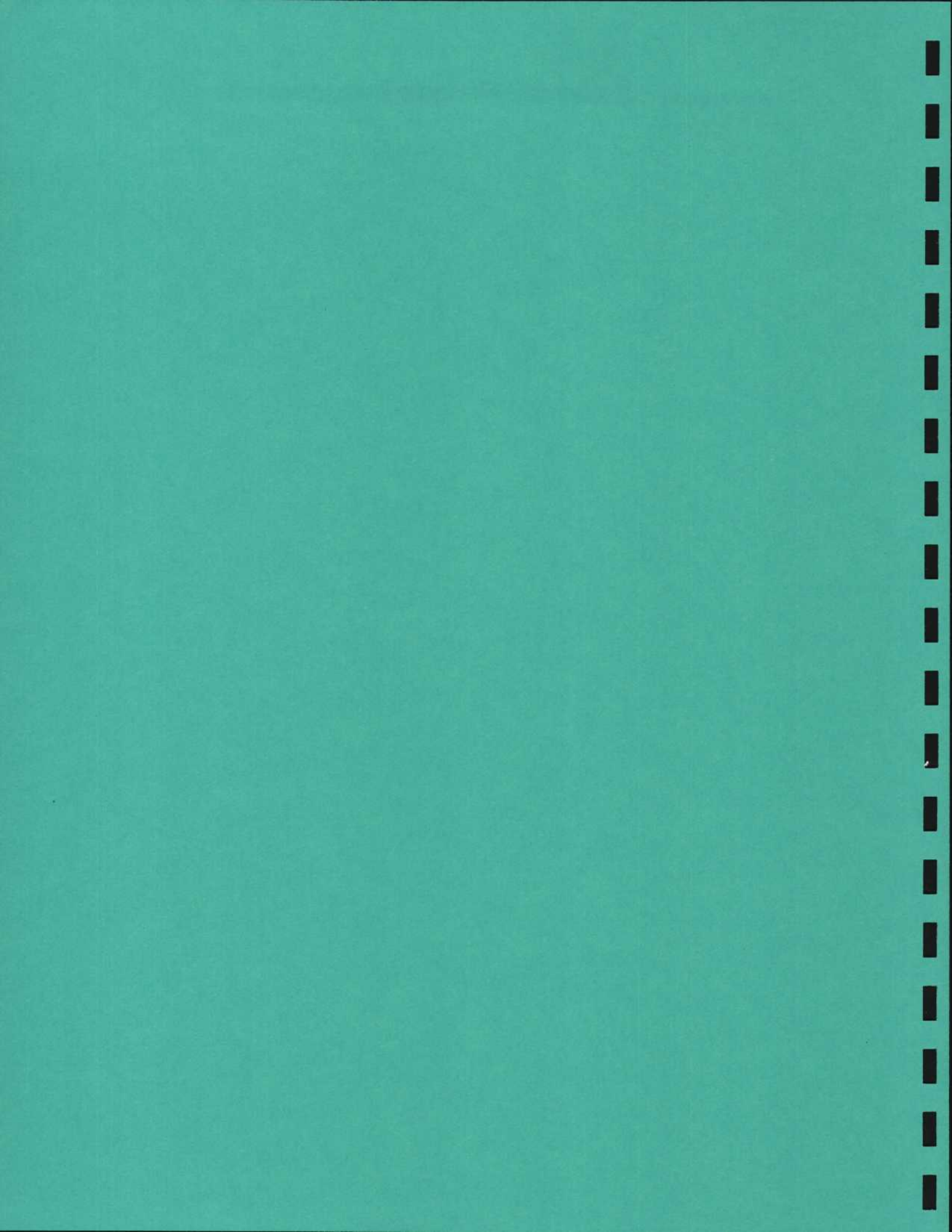
LUDINGTON EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION
(LESPA/MESPA)

and

LUDINGTON BOARD OF EDUCATION
LUDINGTON AREA SCHOOL DISTRICT

Effective: July 1, 1991 - June 30, 1992

Ludington Area Schools



I N D E X

TITLE	SECTION	PAGE
Advance Vacation Check.....	15.3	23
Agency Shop.....	4.1	4
Appeal of Discharge and Suspension.....	16.3	24
Appendix A-1 (Local-MEA-NEA Dues/Membership Form).....	----	33
Arbitration Hearing.....	6.7	7
Arbitration Request.....	6.4	7
Arbitrator's Jurisdiction.....	6.8	7
Association Notices.....	21.6	31
Association Representation.....	16.2	24
ASSOCIATION RIGHTS (ARTICLE 20).....	----	28
Back Pay.....	6.10	8
BUS DRIVERS (ARTICLE 17).....	----	25
Bus Drivers' Rights and Responsibilities.....	17.1	25
Classification Responsibilities.....	9.1	12
Collective Bargaining Unit.....	1.1	1
Commencement of Insurance.....	18.6	27
COMPENSATION (ARTICLE 8).....	----	9
CONTINUITY OF OPERATIONS (ARTICLE 2).....	----	2
Date of Agreement.....	----	1
Definition of Days.....	21.3	30
Dental Insurance.....	18.3	27
Discipline.....	16.6	24
DISCIPLINE AND PERSONNEL FILES (ARTICLE 16).....	----	24
Distribution of Agreement.....	21.7	31
Dues Checkoff.....	3.1	2
DUES DEDUCTIONS (ARTICLE 3).....	----	2
Exceptions to Agency Shop Provisions.....	4.2	4
Food Service Aides/Maintenance of Vehicles.....	9.2	12
Food Service Recycling.....	9.3	12
Funeral Leave.....	13.7	20
GRIEVANCE AND ARBITRATION PROCEDURE (ARTICLE 6).....	----	5
Grievance Definition.....	6.1	5
Grievance Procedure.....	6.2	5
Step 1, Verbal Procedure.....	6.2/a.	5
Step 2, Written Procedure.....	6.2/b.	5
Step 3.....	6.2/c.	6
Step 4.....	6.2/d.	6
Head Custodian & Maintenance Premium.....	8.3	10
HOLIDAYS (ARTICLE 14).....	----	22
Hospitalization Insurance.....	18.1	26
HOURS OF WORK (ARTICLE 7).....	----	8
Inclement Conditions.....	21.9	31
INSURANCE (ARTICLE 18).....	----	26
Job Posting.....	10.2	12
Job Postings and Bidding Procedures.....	12.2	15
Jury Duty.....	13.2	18
Just Cause Discipline.....	16.5	24
Layoff and Reduction.....	11.1	13
LEAVES OF ABSENCE (ARTICLE 13).....	----	17
Life Insurance.....	18.2	27
Life Insurance For 6 Hours/Day, 30 Hours/Week Employees....	18.5	27
Longevity.....	8.5	11
Loss of Seniority.....	10.5	13
Lost Time.....	6.9	7
Maintenance of Standards.....	21.1	29

TITLE	SECTION	PAGE
Managed Sick Leave (Long Term Disability).....	13.6	20
MANAGEMENT RIGHTS (ARTICLE 19).....	----	27
MISCELLANEOUS CONDITIONS (ARTICLE 21).....	----	29
Night Premiums.....	8.2	10
No Lockout.....	2.2	2
No Strike.....	2.1	2
Notice of Discharge or Suspension.....	16.1	24
Paid Holidays.....	14.1	22
Personal Day.....	13.8	21
Personnel Files.....	16.7	24
Policy Grievances.....	6.3	6
PREAMBLE.....	----	1
Premium Pay.....	7.2	9
Probationary Period.....	10.3	13
Professional Development.....	8.6	11
Rates of Pay.....	8.1	9
Recall from Layoff.....	11.2	14
RECOGNITION (ARTICLE 1).....	----	1
Regular Part-Time Rates of Pay.....	8.4	11
Representation Fee Checkoff.....	3.2	3
Reservation of Rights.....	19.1	27
Retirement.....	21.5	31
Schedules.....	7.1	8
Selection of the Arbitrator.....	6.6	7
SENIORITY (ARTICLE 10).....	----	12
Seniority Defined.....	10.1	12
Seniority List.....	10.4	13
Sick Leave.....	13.5	19
Sick Leave Bank.....	13.4	18
SPECIAL CONFERENCES (ARTICLE 5).....	----	5
Special Conferences.....	5.1	5
STAFF REDUCTIONS (ARTICLE 11).....	----	13
Subcontracting.....	21.2	30
Substitute Compensation.....	8.7	11
Summer Work.....	----	30
Temporary Assignments.....	12.3	16
Term of Agreement.....	23.1	32
TERMINATION (ARTICLE 23).....	----	32
Time Limits.....	6.5	7
Transfers to Non-Bargaining Positions.....	12.1	15
Unemployment Compensation.....	21.8	31
UNION SECURITY (ARTICLE 4).....	----	4
Unpaid Leaves of Absence.....	13.1	17
Use of Past Record.....	16.4	24
VACANCIES, TRANSFERS AND PROMOTIONS (ARTICLE 12).....	----	15
VACATION (ARTICLE 15).....	----	22
Vacation - Retirement.....	15.5	23
Vacation Benefits.....	15.1	22
Vacation Pay Upon Layoff or Separation of Employment.....	15.4	23
Vacation Periods.....	15.2	23
Veterans.....	21.4	30
Vision Plan.....	18.4	27
WAIVER (ARTICLE 22).....	----	31
Waiver.....	22.1	31
WORK LOAD AND ASSIGNMENT (ARTICLE 9).....	----	12
Worker's Compensation.....	13.3	18

A G R E E M E N T

AN AGREEMENT, entered into this 17th day of February, 1992, by and between the LUDINGTON AREA SCHOOLS (hereinafter referred to as the "Employer") and the Ludington Educational Support Personnel Association, LESPA (together hereinafter referred to as the "Association").

PREAMBLE

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

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

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

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

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

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

ARTICLE 1: RECOGNITION

Section 1.1 Collective Bargaining Unit.

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

All full-time and regular part-time office personnel, aides, food service employees, custodial staff, bus drivers, and substitutes who have worked 45 consecutive workdays or more

for a bargaining unit member who is either on paid leave or unpaid leave of absence, but excluding the secretary to the Superintendent, secretary to the Director of Business Services, all confidential employees, all other substitutes, all temporary and irregular office personnel, aides, food service employees, custodial staff, and bus drivers, all supervisors and all other employees.

Definitions

- (a) Regular School Year Employee An employee who is regularly scheduled to work 35 hours or more per week during the instructional school year.
- (b) Regular Part-time Employee An employee regularly scheduled to work less than 35 hours per week.
- (c) Regular Full Year Employee An employee regularly scheduled to work 52 weeks per year.
- (d) Bargaining Unit Substitute An employee who has worked 45 consecutive workdays for a bargaining unit member who is either on paid leave or unpaid leave of absence.

ARTICLE 2: CONTINUITY OF OPERATIONS

Section 2.1 No Strike.

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

Section 2.2 No Lockout.

The Employer agrees that neither it nor its administration, nor any person acting on its behalf will cause, authorize, or support any lockout (i.e. the concerted failure to allow employees to report for work or send them home thereafter) during the life of this Agreement. It shall not be considered a lockout if any portion of the Ludington Area Schools' employee groups are on strike or any other type of work stoppage and said group is represented by MEA.

ARTICLE 3: DUES DEDUCTIONS

Section 3.1 Dues Checkoff.

- a. The Employer agrees to deduct from the wages of any employee, who is a member of the Association, all Association membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph [d])

provided that the said form shall be executed by the employee. The written authorization for Association dues deduction shall remain in full force and effect during the period of this contract and may be revoked by the employee only by written notice given during the period thirty (30) days immediately prior to expiration of this contract or after the termination of this contract. The termination must be given to the Employer and the Association.

- b. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and Bylaws of the Association. Each employee and the Association hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Association, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues and/or initiation fees.
- c. The Employer agrees to provide this service without charge to the Association.
- d. See attached Authorization Form (Appendix #A-1).
- e. The Association agrees to hold the Employer harmless for any and all claims that may arise out of the Employer's agreement to withhold dues, service fees and initiation fees.

Section 3.2 Representation Fee Checkoff.

- a. The Employer agrees to deduct from the wages of any employee who is not a member of the Association the Association representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph [d]) provided that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Association.
- b. The amount of such representation fee will be determined as set forth in Article 4.1 a. of this Agreement.
- c. The Employer agrees to provide this service without charge to the Association.
- d. See attached Authorization Form (Appendix #A-1).

ARTICLE 4: UNION SECURITYSection 4.1 Agency Shop.

- a. All bargaining unit members shall be required as a condition of employment to become a member of the Association or pay to the Association each month through the checkoff procedure a service fee, an amount equal to dues uniformly required of members within thirty (30) days after the effective date of this Agreement or forty-five (45) days after the beginning of their employment in the unit, whichever is later. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just and reasonable cause for discharge.
- b. The procedure in all cases of discharge for violation of this Article shall be as follows:
 - (1) The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Such notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the bargaining unit member that a request for discharge may be filed with the Board in the event compliance is not effected.
 - (2) If the bargaining unit member fails to comply, the Association may file charges, in writing, with the Board and shall request termination of the bargaining unit member's employment.
 - (3) The Board, upon receipt of said charges and requests for termination, shall immediately notify said bargaining unit member that his/her services shall be discontinued at the end of ten (10) days. In the event of compliance, at any time prior to discharge, charges shall be withdrawn. The Association, in the process of charges, agrees not to discriminate between persons who may have refused to pay the Association's dues and/or service fees.

Section 4.2 Exceptions to Agency Shop Provisions.

The parties agree that notwithstanding Article 3, "Dues Deductions," and Article 4, "Union Security," of the Collective Bargaining Agreement, that all employees in the respective classifications listed below who were employed by the Employer prior to the date indicated and who were not members of the Association, shall not be required to comply with the terms of Articles 3 and 4 of the Collective Bargaining Agreement.

Clerical Employees -- July 1, 1974
Aides and Food Service Employees -- June 8, 1977
Custodians, Custodian-Bus Drivers and
Bus Drivers -- August 27, 1979

ARTICLE 5: SPECIAL CONFERENCESSection 5.1 Special Conferences.

- a. Special conferences for important matters may be arranged between the Association representative and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Association and two representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those indicated in the agenda. Conferences shall be held at a mutually agreed time. The members of the Association shall not lose time or pay from their regular schedule for time spent in such special conferences. This meeting may be attended by non-employee representatives of the Association and Employer.
- b. The Association representatives may meet on the Employer's property preceding the conference.

ARTICLE 6: GRIEVANCE & ARBITRATION PROCEDURESection 6.1 Grievance Definition.

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

Section 6.2 Grievance Procedure.

All grievances shall be processed in the following manner:

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

- (1) All written grievances shall be reduced to writing on a form provided in accordance with the following:
 - (a) It must be signed by the grievant(s) or the Association.
 - (b) It must contain a synopsis of the facts giving rise to the alleged violation.
 - (c) It must quote the Articles and/or Sections of the contract alleged to have been violated.
 - (d) It must contain the date(s) of the alleged violation.
 - (e) It must specify the relief requested.
 - (f) It must be signed and dated by the Employer and Association representatives upon receipt.
 - (g) The Employer representative must give a written answer to any written grievance presented.
- c. Step 3. If the grievance is not satisfactorily settled by the Step 2 procedure, the answer of the Director of Business Services may be appealed by the employee by presenting the grievance to the Superintendent of Schools or his/her secretary within five (5) working days after the receipt of the Director of Business Services' response. Upon receipt of the grievance, a meeting shall be scheduled and held within ten (10) working days between the Superintendent of Schools and Association representatives to discuss the grievance. Either party may have non-employee representatives present if desired. The Superintendent shall give his/her answer in writing to the Association President or Vice-President within five (5) working days after such meeting.
- d. Step 4. If the grievance is not satisfactorily settled by the Step 3 procedure, the answer of the Superintendent of Schools may be appealed by the Employee submitting the grievance to the Secretary of the Board of Education within five (5) working days after receipt of the Superintendent of Schools' response. Upon receipt of the grievance, a meeting shall be scheduled and held within fifteen (15) working days between the Board of Education and the Association to discuss the grievance. The Board of Education shall respond in writing to the Association President or Vice-President within five (5) working days after the meeting.

Section 6.3 Policy Grievances.

Alleged violations of this Agreement which affect a group of employees or the bargaining unit as a whole, may be the subject of a policy grievance filed by the Association and such grievance shall be initiated at Step 3 of the grievance procedure.

Section 6.4 Arbitration Request.

The Association may request arbitration of any unresolved grievance by giving written notice of its intent to arbitrate to the Employer within thirty (30) calendar days after receipt of the Board of Education's response in Step 4.

Section 6.5 Time Limits.

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

Section 6.6 Selection of the Arbitrator.

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

Section 6.7 Arbitration Hearing.

An employee involved in a grievance may attend the arbitration hearing. If the grievance concerns more than one (1) employee, the Association may select one (1) representative employee to attend the hearing. Any employee called as a witness shall be excused from the hearing after his/her testimony is completed. Any employee called as a witness, whether by the Employer or the Association, shall make himself/herself available to present testimony and to submit such evidence as is relevant to the arbitration.

Section 6.8 Arbitrator's Jurisdiction.

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

Section 6.9 Lost Time.

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

Section 6.10 Back Pay.

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

ARTICLE 7: HOURS OF WORKSection 7.1 Schedules.

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

- a. Full-time Office Personnel, Aides and Food Service employees' normal workday shall be seven (7) hours per day and thirty-five (35) hours per week, Monday through Friday. Part-time employees shall work one through six hours per day as scheduled by the Employer. The normal workday or workweek shall not constitute a guarantee of work.
 - (1) Full-time employees shall receive one (1) hour off without pay for lunch and a fifteen (15) minute rest period with pay in each half of their regular shift as scheduled by the Employer.
 - (2) Full-time employees called back to work after the end of their regular shift shall receive a guarantee of two (2) hours' work or pay at the rate of time and one-half (1-1/2).
- b. Full-time custodians and custodian-bus driver employees' normal workday shall be eight (8) hours per day and forty (40) hours per week as scheduled by the Employer. The normal workday or workweek shall not constitute a guarantee of work.
 - (1) Full-time employees shall receive one (1) hour off without pay for lunch. When school is not in session, full-time employees shall receive one-half (1/2) hour without pay for lunch. On the night shift during the school year, full-time employees shall receive one-half (1/2) hour paid lunch.
- c. The one week advance notice for changes in schedules and hours of work need not be given in case of emergencies, Acts of God or situations beyond the control of the Employer.

Section 7.2 Premium Pay.

- a. All full-time clerical and aide employees shall receive time and one-half (1-1/2) their regular rate of pay for all work performed:
 - (1) In excess of eight (8) hours in one day.
 - (2) On a Saturday and Sunday.
 - (3) On recognized holidays as set forth in this Agreement.

- b. All full-time custodians and custodian-bus drivers shall receive time and one-half (1-1/2) the regular rate of pay for all hours worked in excess of forty (40) in any one workweek. Saturday and Sunday building checks shall be considered part of the regular duty of the head building custodian. Custodians shall receive ten dollars (\$10.00) for building checks and twenty dollars (\$20.00) per day for duty on elections.

ARTICLE 8: COMPENSATION

*Note: All employees shall receive for 1991-92 no less than a 3.95% increase in wages over the wage they earned with the Ludington Area Schools in 1990-91.

Section 8.1 Rates of Pay.

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

Retroactive to July 1, 1991

CLASSIFI- CATION	START	AFTER			
		1-YEAR	2-YEARS	3-YEARS	4-YEARS
1	\$9.80	\$9.93	\$10.11	\$10.31	\$10.54
2	8.80	9.03	9.23	9.44	9.66
*3	8.69	8.88	9.10	9.32	9.56
4	8.07	8.28	8.50	8.75	9.02
5	9.80	9.93	10.11	10.31	10.54

*Those moving from Classification 4 to Classification 3 shall receive the rate of pay immediately higher than the rate they would have received if they had remained in Classification 4.

Classification

- 1 Bookkeeper
- 2 Secretary to Principals, Other Administrators,
and Computer Technician
- 3 Building General Secretaries (HS-2, JHS-1,
HS Counseling Secretary)
- 4 Telephone Operator, Library Secretaries, Media
Machine Operator, Clerks
- 5 Custodians

It is the mutual understanding between the Ludington Area School District and the Ludington Educational Support Personnel Association that the Secretarial Classifications denoted #2, #3, and #4 in Article 8.1 of the master agreement are to be considered one classification and that seniority in one is to be considered seniority in all. The numbers 2, 3, and 4 simply denote pay grades as defined in Article 8.1 within the Secretarial Classification.

Section 8.2 Night Premiums.

All employees who are regularly scheduled to work the 3 to 11 p.m. shift shall receive an additional fifteen cents (15¢) per hour premium. Custodians assigned an eight hour shift scheduled to begin at 10 p.m. or later shall receive a thirty cent (30¢) per hour premium added to their regular rate of pay.

Section 8.3 Head Custodian and Maintenance Premium.

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

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

Section 8.4 Regular Part-time Rates of Pay.

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

Retroactive to July 1, 1991

CLASSIFICATION

	START	AFTER		
		1-YEAR	2-YEARS	3-YEARS
Assistant Cook	\$7.90	\$8.00	\$8.10	\$8.20
Food Service Aide	7.25	7.35	7.45	7.60
Aides (5 or more hrs./day)	7.56	7.65	7.70	7.80
Aides (0-4.99 hrs./day)	8.06	8.15	8.20	8.30
Bus Driver	9.80	10.00	10.25	10.54

Section 8.5 Longevity.

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

Section 8.6 Professional Development.

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

Section 8.7 Substitute Compensation.

Those substitutes who have substituted in the same position for 45 workdays during a 90 workday period beginning with the first day worked, will be eligible for the starting pay benefits for the base pay in the classification for which they have been substituting for the absent employee. Substitutes will not be allowed any overtime work except in cases of emergency if there is a regular bargaining unit member available and willing to do the work.

Note: The phrase "the same position" in the above paragraph will mean same position, not any position within a classification.

ARTICLE 9: WORK LOAD AND ASSIGNMENTSection 9.1 Classification Responsibilities.

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

Section 9.2 Food Service Aides/Maintenance of Vehicles.

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

Section 9.3 Food Service Recycling.

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

ARTICLE 10: SENIORITYSection 10.1 Seniority Defined.

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

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

Section 10.2 Job Posting.

When the Employer determines that a position is open, it shall be posted and offered to the employee in that classification, who applies, with the highest seniority and is fully qualified. The immediate supervisor of the open position and the Superintendent shall judge the qualifications of employees for positions. If no employee in that classification applies, accepts or is judged acceptable by the immediate supervisor or the Superintendent, it shall be posted for other members of the bargaining unit. If, after considering applications from other unit members and interviewing the six (6) unit members with the greatest seniority, the immediate supervisor and Superintendent determine that no applicant is acceptable, the position shall be posted for new employees.

Section 10.3 Probationary Period.

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

Section 10.4 Seniority List.

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

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

Section 10.5 Loss of Seniority.

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

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

ARTICLE 11: STAFF REDUCTIONSSection 11.1 Layoff and Reduction.

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

- a. When it may for any reason be necessary to reduce the staff in any classification, the person having the lowest seniority in that classification shall be laid off first and in rehiring preference shall be given in order of seniority. All

probationary employees in the classification affected shall be laid off first.

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

Section 11.2 Recall From Layoff.

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

- a. No recall shall be made until those presently working within the affected classification have had the opportunity to bid on the open position.
- b. Provided the employee(s) has/have the ability and qualifications to perform the required work, the first employee to be recalled shall be the/those employee(s) laid off within the affected classification. The employee with the greatest seniority, within the affected classification, shall receive the first notice of recall. No vacancy shall exist until all laid off employees, within the affected classification, have had the opportunity to respond to a recall notice.

- c. Notice of recall shall be given to the employee personally or mailed to the employee at his/her last known address by certified mail, return receipt requested. If the employee fails to report for work within fifteen (15) working days from the date of receipt of the notice, or if the certified letter is undeliverable for fifteen (15) working days, he/she shall be considered as a voluntary quit.

ARTICLE 12: VACANCIES, TRANSFERS AND PROMOTIONS

Section 12.1 Transfers to Non-Bargaining Positions.

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

Section 12.2 Job Postings and Bidding Procedures.

- a. All employees shall be notified in writing or by posting at their place of work of all vacancies which are to be filled and/or newly-created positions or classifications within ten (10) working days after the vacancy occurs, unless extended by mutual consent. Employees interested in applying for the position shall make application to the Superintendent of Schools or the designated supervisor. The time limit for applications shall be five (5) days after the posting unless extended by mutual agreement.
- (1) The Employer shall select the best qualified candidate from those applying from the classification in which the vacancy exists by considering the following:
 - Seniority within the classification of the vacancy, work record, and ability demonstrated within the classification of the vacancy.
 - (2) Vacancies within a classification without applications by the posted deadline from current employees within the classification of the vacancy shall be posted with all employees and also for non-employees.
 - (3) No new employee shall be interviewed for a vacant position until the six (6) applicants from the unit with the greatest seniority have been interviewed and have been determined by the Superintendent or the immediate supervisor to be unacceptable for the posted position.

- (4) Other members of the unit (with less seniority than the six that are guaranteed an interview) will be considered before the applications from non-current employees.
 - (5) If two or more current employees are determined by the Superintendent of Schools or the designated supervisor to have relatively equal qualifications and ability to perform the work required by the job posting, the employee with the greatest seniority shall be offered the vacant position.
 - (6) Bargaining unit members hired from outside the classification shall be granted a four (4) week trial period.
- b. For informational purposes, the Employer shall furnish the Association with a copy of each job posting at the time the notice is posted or mailed and a notice of the successful applicant.
 - c. Vacancies created by leaves of absence or vacations shall not be posted. No employee shall be allowed to transfer under the provisions of this Section more than once in any twelve (12) month period, unless otherwise mutually agreed by the parties.
 - d. Employees transferred under the provisions of this Section shall receive the rate of pay of the classification awarded immediately higher than the applicant's rate at the time of the selection. Advancement in the classification rate thereafter shall be in accordance with the experience pay schedule of the classification. Employees placed in the position for a trial period shall remain at their current rate of pay.
 - e. Bus runs which are vacant and which are to be filled may be bid on by bus drivers. After considering all of the circumstances concerning the run, all of the applicant's work record, experience, ability, judgment, and seniority, the applicant determined best qualified for the run by the Transportation Supervisor shall be awarded the run.

Section 12.3 Temporary Assignments.

Temporary assignments for employees who are absent due to vacation, illness of more than five (5) consecutive days, or leave of absence shall be filled on the basis of volunteers from among qualified employees within the same classification working in the same building.

If no one from the same classification in the same building volunteers, then a volunteer with minimum qualifications can be used from a different classification in the same building. The Employer acknowledges that qualified employees who volunteer shall be allowed to substitute for the purpose of obtaining more hours and experience.

If no minimumly qualified employees from the same building volunteer, the vacancy shall be filled in the following order:

- (1) Laid off employees in order of seniority;
- (2) Volunteers from other buildings for the purpose of more hours and experience;
- (3) Minimumly qualified bargaining unit substitutes;
- (4) Minimumly qualified non-union substitute.

An employee so transferred shall receive the higher of his/her regular rate or the rate of the job assigned at his/her experience level.

- a. The above criteria shall be used to establish a list of volunteer substitutes for the positions in the bargaining unit. When a temporary vacancy occurs, substitutes shall be obtained by calling volunteers from the top of the list. Should a volunteer turn down three (3) requests to substitute, their name shall be removed from the list for the remainder of the year.
- b. The bargaining teams for the Union and the Board shall review the temporary assignment substitute procedure at the end of the 1991-92 school year. Any change in this procedure must have the mutual consent of the parties.

ARTICLE 13: LEAVES OF ABSENCE

Section 13.1 Unpaid Leaves of Absence.

a. Unpaid Leaves of Absence.

- (1) Leaves of absence for periods not to exceed one (1) year shall be granted in writing, without loss of seniority, for:
 - (a) Illness (physical or mental) or injury to the employee (including pregnancy disabilities). The Employer reserves the right to require medical verification satisfactory to the Employer.
 - (b) Prolonged illness in immediate family which requires the employee's care with doctor verification required. Immediate family is defined to be spouse or dependent children only.
- (2) Leaves of absence not to exceed one (1) year may be granted in writing, without loss of seniority, for child care.
- (3) Two (2) members of the Association selected to attend a function of the Association, such as conferences or

conventions, shall be allowed time off to attend, limited to two (2) calendar weeks at any one time, provided that two (2) weeks' advance notice is given and personnel requirements can be satisfactorily met.

- (4) An employee on an approved leave of absence shall accrue seniority but after thirty (30) days of such leave, the employee shall be responsible to assume the full cost for any insurance programs and all fringe benefits shall not accrue but shall be frozen at the level obtained at the time of such leave.
- (5) An employee granted a leave of absence for three (3) months or less and who returns within the terms of the leave shall return to his/her same position worked at the time the leave was granted, unless the position no longer exists, at which time the employee shall return to an equivalent position.
- (6) The Board may grant educational leave not to exceed one (1) employee in each classification at one time.
- (7) The Employer may grant other leaves of absences up to one year for reasons other than stated above.

Section 13.2 Jury Duty.

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

Section 13.3 Worker's Compensation.

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

Section 13.4 Sick Leave Bank.

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

- a. Each employee enrolling in the bank will donate two (2) days of his/her sick leave to the bank each year until the bank is built up to a maximum of five hundred (500) days. No more days will be added to this maximum until the bank is depleted to three hundred (300) days. The bank will then be built up to five hundred (500) days again and the process repeated.
- b. Additions will be made to the bank at the beginning of each fiscal year according to the above limitations.

- c. If there are no days accumulated in the bank at the time a call is made upon it during the period of a day accumulation, a member of the bank will be returned his/her two (2) days, so as not to be penalized as a result of becoming a member of the bank.
- d. A person withdrawing from membership in the bank will not be able to withdraw the contributed days.
- e. The first thirty (30) days of illness or disability will not be covered by the bank but must be covered by the person's own accumulated sick leave or absence without pay.
- f. A person will not be able to withdraw days from the bank until his/her own accumulated sick leave is depleted.
- g. A maximum of sixty (60) days each school year can be drawn by one individual from the bank.
- h. Persons withdrawing sick leave days from the bank will not have to replace those days except as a regular contributing member of the bank.

Section 13.5 Sick Leave.

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

On June 30th of each year, any full-time employee who has an excess of 100 days of sick leave shall receive, if requested, in the first pay check in July \$15.00 for each day over 100, or, the employee may request that all days over 100 as of June 30 of any given school year be banked in his/her name for payoff per the contract upon leaving the employ of the school system.

- b. Part-time employees (20 hours or more) working on a regular basis, shall receive sick leave benefits on a pro-rata basis, using thirty-five (35) hours per week as the full-time base and twelve (12) days per year as the maximum annual sick leave allocation.

Employees working less than twenty (20) hours per week shall be granted four (4) sick days per year, such days pro-rata

based upon the employee's daily schedule. (i.e., 3 hour person receives pay for 3 hours as 1 sick day)

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

Those part-time employees with more than 100 days of sick leave as of June 30th of each year shall receive, if requested, on the first pay date in July \$15.00 or one-half of normal daily rate, whichever is the lesser amount, for each day over 100, or, the employee may request that all days over 100 as of June 30 of any given school year be banked in his/her name for payoff per the contract upon leaving the employ of the school system.

- c. An employee who has accumulated over twenty-five (25) days of sick leave will be reimbursed at the following rates when he/she retires or resigns from the Ludington Area School District:

0 to 25 days	\$0
26 to 50 days	\$15.00 each
51 to 70 days	\$20.00 each
71 to 90 days	\$25.00 each
91 to Unlimited	\$30.00 each

- d. If personal days are not available, sick days may be requested from the immediate supervisor for non-family funerals; supervisor's decision shall be final. (See Section 13.8 c.)

Section 13.6 Managed Sick Leave.

From July 1, 1991 through March 31, 1992, the Employer will provide to full-time employees (35 hours weekly) a long-term disability program that will, after all the employee's accumulated sick leave has been depleted and after ninety (90) days of continuous disability, pay benefits to the employee at seventy percent (70%) of the employee's salary at the time of disability for the remainder of the contract year, and thereafter sixty percent (60%) of the employee's salary at the time of disability up to the employee attaining age 65 for a continuing total disabling disability.

Effective April 1, 1992, the Employer will provide to full-time employees (35 hours weekly) a long-term disability program (60% Plan) through MESSA-PAK.

Section 13.7 Funeral Leave.

- a. When a death occurs in an employee's immediate family, the employee will be allowed a maximum of four (4) working days' funeral leave. The employee will be compensated at his/her regular salary rate, although the employee must arrange with his/her administrator before such leave.

- b. The employee's immediate family shall include spouse, children and step-children, brother, sister, parents and step-parents, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.
- c. Funeral leave beyond four (4) days granted above may be taken from sick leave. In the sole discretion of the Superintendent, funeral leave days, other than those specified above, may be granted.

Section 13.8 Personal Day.

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

Full-time Employees

Years of service to the district:

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

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

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

Regular Part-time Employees

Years of service to the district:

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

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

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

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

- a. This leave shall not be taken the day before nor the day after a vacation or holiday without the approval of the Superintendent of Schools.

- b. If such days are not used, they will be credited to the employee's accumulated sick leave for the coming school year.
- c. Funeral requests within the allotted days, for non-family members, shall be automatically approved. These non-family funeral days shall be taken out of the personal day schedule listed above, following the procedure for sick leave deduction for the non-discretionary days, if appropriate. If personal days are not available, refer to Section 13.5 d for non-family funeral days allowed under sick leave.

ARTICLE 14: HOLIDAYS

Section 14.1 Paid Holidays.

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

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

*(The head custodian of each building will be responsible for a building check on that day, but will not receive any extra compensation for that day.)

ARTICLE 15: VACATION

Section 15.1 Vacation Benefits.

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

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

Section 15.2 Vacation Periods.

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

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

Section 15.3 Advance Vacation Check.

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

Section 15.4 Vacation Pay Upon Layoff or Separation of Employment.

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

Section 15.5 Vacation - Retirement.

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

ARTICLE 16: DISCIPLINE AND PERSONNEL FILES

Section 16.1 Notice of Discharge or Suspension.

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

Section 16.2 Association Representation.

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

Section 16.3 Appeal of Discharge and Suspension.

Should the discharged or suspended employee and/or the Association consider the discharge or suspension to be improper, it shall be submitted to the third step of the grievance procedure, and proceed from that point.

Section 16.4 Use of Past Record.

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

Section 16.5 Just Cause Discipline.

No employee shall be discharged or disciplined without just cause.

Section 16.6 Discipline.

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

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

Section 16.7 Personnel Files.

A bargaining unit member shall have the right to review the contents of all records, excluding initial references, of the Board pertaining to said individual, originating after the initial employment, and to have a LESPA representative present at such review. No material originating after the initial employment shall be placed in a bargaining unit

member's personnel record unless he/she has had an opportunity to review said material. The bargaining unit member may submit a written notation regarding any material and the same shall be attached to the material in question. If the bargaining unit member examines the file and does not make any claim that the material is inappropriate or in error following such examination, the material contained in the file shall be considered appropriate and correct. If the bargaining unit member believes the material placed, or to be placed, in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the material shall be corrected or expunged from the file. If a bargaining unit member is requested to sign material to be placed in his/her file, such signature thereon shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the material's content.

ARTICLE 17: BUS DRIVERS

Section 17.1 Bus Drivers' Rights and Responsibilities. Bus drivers shall be:

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

count toward full-time employee status due to the inconsistency of the assignments throughout the school year.

- h. paid at their regular rate for bus driver inservice and required meetings.
- i. paid at their regular rate for training-riding with another bus driver to learn a new route.
- j. allowed to turn down trips and/or overtime with three (3) days (72 hours) advance notice without penalty.
- k. reimbursed the cost of their license (less the cost of a normal operator's license) at the conclusion of one year driving for the Ludington Area Schools. In the case of current drivers, they shall be paid the cost of their license (less the cost of the normal operator's license) on a separate voucher with the first paycheck in June, 1992.

ARTICLE 18: INSURANCE

Section 18.1 Hospitalization Insurance.

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

From July 1, 1991 through March 31, 1992, the terms of the hospitalization insurance shall be set forth in an insurance bulletin (currently carried by Metropolitan Insurance Company).

Effective April 1, 1992, the Employer agrees to furnish all eligible (full-time) employees the following insurance protection:

(MESSA-PAK - Super Care 1 - Quote February 7, 1992)

- Plan A (For employees needing health insurance)
- Plan B (For employees not needing health insurance)

From July 1, 1991 through March 31, 1992, the Board will add a \$1.00 drug rider card to the present health insurance provided to members of the Association who are eligible.

Effective April 1, 1992, a \$2.00 co-pay prescription drug card is included in MESSA-PAK for eligible members.

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

Section 18.2 Life Insurance.

The Employer shall provide for each full-time employee a term life insurance policy in the face amount of five thousand dollars (\$5,000).

Effective April 1, 1992, the Employer shall furnish negotiated life insurance (including AD & D for employee only) for eligible employees and dependents (Plan A or Plan B) included in MESSA-PAK.

*(See Section 18.5 for life insurance provided for six [6] hours per day/thirty [30] hours per week employees.)

Section 18.3 Dental Insurance.

From July 1, 1992 through March 31, 1992, the Employer agrees to pay the full cost of the insurance premiums for each full-time employee and his/her dependents for Delta Dental, Plan B. The terms of the dental plan shall be set forth in the insurance bulletin which generally provides for sixty percent (60%) payment for ordinary dental work and fifty percent (50%) for bridges and dentures.

Effective April 1, 1992, the Employer shall furnish for each eligible employee and his/her dependents dental coverage through Delta Dental, 60/60/60 Plan, \$1000 with sealants, through MESSA-PAK.

18.4 Vision Plan.

From July 1, 1992 through March 31, 1992, the Board shall provide the MESSA Full Family Vision Plan I for all full-time employees and their eligible dependents.

Effective April 1, 1992, the Employer shall provide the MESSA VSP-2 Plan for each eligible employee and his/her dependents through MESSA-PAK.

Section 18.5 Life Insurance For 6 Hours/Day, 30 Hours/Week Employees.

Effective April 1, 1992, all LESPA employees working six (6) or more hours per day shall receive a \$5,000 term life policy at the Board's expense. Policy will only cover thirty (30) or more hours per week employees.

Section 18.6 Commencement of Insurance.

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

ARTICLE 19: MANAGEMENT RIGHTSSection 19.1 Reservation of Rights.

The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities, conferred

upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- a. To the management and administrative control of the school system and its properties and facilities, and the professional and occupational activities of its employees: To hire all employees and subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal and to promote and transfer all such employees.
- b. The full and exclusive control, direction and supervision of operations and working forces, and shall have the right to establish new jobs as required by operating procedures, subject to the seniority and other provisions herein contained.
- c. To establish reasonable regulations, practices, and safety rules, from time to time, and distribute same to the employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement.

ARTICLE 20: ASSOCIATION RIGHTS

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

- d. The Association shall furnish to the Employer a list of the Association representatives and the area in which they will investigate complaints.
- e. The LESPA and its representatives shall have the right to use Board buildings at all reasonable hours during the school calendar year for meetings which do not interfere with the assigned functions of the regular program. During the summer period, access to particular buildings shall be by mutual agreement. No charge shall be made for use of the buildings prior to the beginning of the work day nor until 10:00 p.m.
- f. The LESPA shall be permitted to transact official LESPA business on Board property at all reasonable times, provided that it shall not interfere with, nor interrupt, normal operations.
- g. Bulletin boards and other established media of communication shall be made available to the LESPA and its members.
- h. LESPA members shall have the right to distribute LESPA material to other bargaining unit members so long as such distribution does not interfere in the normal operation of the work area or his/her job performance.
- i. The LESPA members shall be permitted to reasonable use of Board equipment, including typewriters, mimeograph machines, and duplicating machines, copying machines, calculating machines, and audio-visual items, when such equipment is not otherwise in use, subject to such Employer rules for the use, preservation and care of such equipment. The LESPA shall pay for the reasonable cost of all materials and supplies incident to such use.
- j. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association.
- k. Five (5) union business days will be allowed each year of this agreement to allow union officers to attend union functions outside of the district. These days must be requested by the President of the union at least five (5) working days in advance of when they are to be used and cannot be banked from one year to the next.

ARTICLE 21: MISCELLANEOUS CONDITIONS

Section 21.1 Maintenance of Standards.

The Employer agrees that all conditions of employment relating to wages, hours of work and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement unless said conditions are not provided for in this

Agreement, in which case the Employer shall have ten (10) days after receipt of written notice from the Association that it deems a condition to exist, in which case the Employer may unilaterally revoke or ratify said condition.

Section 21.2 Subcontracting.

The Employer reserves the right to subcontract work that is normally performed by bargaining unit personnel, provided that such subcontracting does not result in a layoff or a reduction of average hours normally worked by bargaining unit personnel. In situations which result in a layoff or reduction of average hours normally worked, the Employer may also subcontract work that is normally performed by bargaining unit personnel but such subcontracting is conditioned on:

- a. Mutual agreement of the parties; or
- b. Decline in revenues or budgetary deficiencies; or
- c. Expansion or change in services or programs where existing personnel cannot efficiently provide the delivery of such programs or services; or
- d. Emergency conditions. Any custodian or bus driver may volunteer to be trained in snow plowing. The top three (3) seniority persons requesting to be trained shall be on call for snow plowing. The Employer shall have the right to reduce or eliminate regular hours assigned to the individual called in for snow plowing if the snow plowing will lead to overtime pay.

In the event that the Employer determines to subcontract under the circumstances of a. through d. above, the Employer shall advise the Association prior to its implementation. The Employer agrees to meet with the Association upon request.

Summer Work In the event additional employees are needed to fill in for 12 month employees on leave or to provide additional services, the positions will be filled with school year employees from the same classification. If there are not enough qualified and able employees in the classification, then the remaining positions will be filled from the rest of the union membership by seniority and on a rotating basis (beginning the summer of 1987), providing they are qualified and able to perform the job offered. (For the purposes of summer work, all present union members who have the Classification of Bus Driver shall remain in the Classification of Custodian.)

Section 21.3 Definition of Days.

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

Section 21.4 Veterans.

The reemployment rights of employees will be in accordance with all applicable laws and regulations.

Section 21.5 Retirement.

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

Section 21.6 Association Notices.

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

Section 21.7 Distribution of Agreement.

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

Section 21.8 Unemployment Compensation.

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

Section 21.9 Inclement Conditions.

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

If state law requires any number of days to be made up due to inclement weather conditions, and the employee has lost pay for days beyond the two (2) above stated, the employee will be reimbursed for the hours worked, or the day will be worked at no cost to the district if the employee has already been reimbursed.

Employees not required to come in to work after the second day shall be required to call in to their immediate supervisor and indicate one of the following:

- a. The employee wishes to take a sick leave day.
- b. The employee will request a dock day.
- c. The employee will report to work and work his/her normal hours.

ARTICLE 22: WAIVERSection 22.1 Waiver.

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings between the parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise. The provisions of this Agreement

can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

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

ARTICLE 23: TERMINATION

Section 23.1 Term of Agreement.

This Agreement shall become effective upon ratification by both parties and it is understood that the economic provisions are retroactive to July 1, 1991. The Agreement shall terminate at midnight on June 30, 1992.

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

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

LUDINGTON EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION (LESPA)

Sally Schoenborn
Jusan Smith
Peggy L. Smith
Sharon L. Petjak

LUDINGTON AREA SCHOOLS

James T. Ford
Susan M. Peterson
Chawn McDonald

LOCAL-MEA-NEA

APPENDIX A-1

P.O. BOX 2580 • EAST LANSING, MI 48826-2580

• CONTINUING MEMBERSHIP APPLICATION •

• MICHIGAN NEA-R MEMBERSHIP APPLICATION •

• MEA-PAC • MEA-PAC PLUS and NEA-PAC VOLUNTARY CONTRIBUTION AUTHORIZATION • PAGE 33

MEMBERSHIP INFORMATION

PLEASE: READ INSTRUCTIONS BEFORE COMPLETING FORM FOR PRINT FIRMLY WITH A BALL POINT PEN

1. SOCIAL SECURITY NO.		2. TITLE <input type="checkbox"/> MR. <input type="checkbox"/> MRS. <input type="checkbox"/> MISS <input type="checkbox"/> MS. <input type="checkbox"/> DR.			3. NAME		
4. ADDRESS NO.		STREET	CITY	COUNTY	STATE	ZIP CODE	
5. NAME OF SCHOOL		6. ENROLLMENT DATE (MONTH)	7. ENROLLMENT DATE (YEAR)	8. MEA MEMBERSHIP CODE (SEE INSTRUCTIONS)	9. NEA MEMBERSHIP CODE (SEE INSTRUCTIONS)	10. CHECK YES IF YOU WISH VOLUNTARY MICHIGAN NEA-R MEMBERSHIP (SEE INSTRUCTIONS) <input type="checkbox"/> YES	
11. ANTICIPATED DATE OF RETIREMENT		12. BUILDING/DEPARTMENT		13. HOME PHONE NO.		14. WORK PHONE NO.	
15. TEACHING LEVEL (SEE INSTRUCTIONS)			16. YEARS OF EDUCATION FIELD			17. ETHNIC GROUP (SEE INSTRUCTIONS)	
18. TYPE OF CERTIFICATE <input type="checkbox"/> ELEMENTARY <input type="checkbox"/> SECONDARY			19. <input type="checkbox"/> K-8 <input type="checkbox"/> H.S. or EQUIV. <input type="checkbox"/> AA/AS <input type="checkbox"/> BA/BS <input type="checkbox"/> MA/MS <input type="checkbox"/> SPECIALIST <input type="checkbox"/> DOCTORATE				
20. COUNTY OF RESIDENCE		21. CONGRESSIONAL DISTRICT	22. STATE SENATE DISTRICT	23. STATE HOUSE DISTRICT	24. VOTING PRECINCT NO. _____ of _____ CITY / TWP		

25. I WOULD BE PARTICULARLY INTERESTED IN RECEIVING SPECIAL ALERTS ABOUT THE FOLLOWING TOPICS:

- | | | | | |
|--|--|--|--|--|
| <input type="checkbox"/> SOCIAL SECURITY | <input type="checkbox"/> WOMEN'S ISSUES | <input type="checkbox"/> SCHOOL FINANCE | <input type="checkbox"/> POLITICAL INVOLVEMENT | <input type="checkbox"/> TAXES |
| <input type="checkbox"/> RETIREMENT | <input type="checkbox"/> ENVIRONMENT | <input type="checkbox"/> SCHOOL DISCIPLINE | <input type="checkbox"/> TUITION TAX CREDIT | <input type="checkbox"/> DEMOCRATIC EDUCATORS CAUCUS |
| <input type="checkbox"/> CENSORSHIP | <input type="checkbox"/> MINORITY ISSUES | <input type="checkbox"/> NEW RIGHT | <input type="checkbox"/> REPUBLICAN EDUCATORS CAUCUS | <input type="checkbox"/> HIGHER EDUCATION ISSUES |

CONTINUING MEMBERSHIP DUES, MEA-PAC, MEA-PAC PLUS and NEA-PAC VOLUNTARY CONTRIBUTION AUTHORIZATION

The National Education Association Political Action Committee and the Michigan Education Association Political Action Committee collect contributions from Association members to help elect friends of education to federal office and state and local offices respectively. Contributions to NEA-PAC and MEA-PAC are voluntary and are not a condition of membership in NEA, MEA, or any of the affiliates. Although NEA-PAC and MEA-PAC request an annual contribution of \$5.00 and \$10.00 (\$5.00 for educational support personnel) respectively, these are only suggestions. A member may contribute more or less than these amounts or may refuse to make any contribution and this will not affect his/her membership status, rights, or benefits in NEA, MEA, or any of their affiliates. Contribution to MEA-PAC is included in your MEA dues. The contribution is \$10.00 (\$5.00 for educational support personnel). This amount may be adjusted up or down in future fiscal years by action of the MEA Representative Assembly. This amount is in addition to any NEA-PAC contribution you may have authorized. Unless you exercise your right to a refund, this contribution will be made on your behalf to MEA-PAC. A full refund of this voluntary contribution will be made upon request in writing made by December 1 of the current fiscal year to the Michigan Education Association, P.O. Box 2573, East Lansing, Michigan 48826-2573. A request for refund will automatically operate to discontinue any further contribution in future years, and an amount equivalent to the MEA-PAC contribution will automatically be sent to you. With full knowledge of the above I authorize my employer to deduct from my salary and pay to the association in accordance with the agreed-upon payroll deduction procedure:

- | | | |
|--|--|--|
| <input type="checkbox"/> _____ MEA-PAC PLUS CONTRIBUTION | <input type="checkbox"/> \$5.00 NEA-PAC CONTRIBUTION | <input type="checkbox"/> I DO NOT WISH TO PARTICIPATE IN THE GUARANTEED VOLUNTARY CONTRIBUTION TO MEA-PAC. |
| <input type="checkbox"/> \$100.00 MEA-PAC PLUS FRANKLIN CLUB | <input type="checkbox"/> _____ NEA-PAC CONTRIBUTION | |

for this membership year, and each membership year thereafter, provided that I may revoke this authorization as of September 1 of any calendar year by giving notice to that effect to MEA membership or the local association on or before that date.

Dues payments to the MEA-NEA-Local and contributions to MEA-PAC/NEA-PAC and/or Local-PAC are not deductible as charitable contributions for Federal income tax purposes. However, they may be deductible under other provisions of the Internal Revenue Code and/or the Michigan Income Tax provisions.

PLEASE CHECK ONE (1) BELOW:

- CASH PAYMENT: Membership is continued unless I reverse this authorization in writing between August 1 and August 31, of any year.
- PAYROLL DEDUCTION: I authorize my employer to deduct Local, MEA, and NEA dues, assessments and contributions as may be determined from time to time, unless I revoke this authorization in writing between August 1 and August 31, of any year. I also authorize my employer to deduct Michigan NEA-R dues, if so indicated above from my wages.

SIGNATURE

DATE

Form No. MED - 2003 (REV. 5/91)

PLEASE RETURN THIS COMPLETED, SIGNED, DATED FORM TO _____

LOCAL ASSOCIATION COPY

