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AGREEMENT

BETWEEN

BOARD OF EDUCATION OF THE

LOWELL AREA SCHOOLS

AND THE

LOWELL SUPPORT STAFF ASSOCIATION/KCEA/MEA/NEA

1989 - 1992

*Lowell Area Schools*



LOWELL SUPPORT STAFF

TABLE OF CONTENTS

	SUB ARTICLE	PAGE
ARTICLE I		
RECOGNITION	1.1	1
	1.2	1
	1.3	1
ARTICLE II		
BOARD RIGHTS		1
ARTICLE III		
EMPLOYEE RIGHTS		1
Association Rights	3.1	
Facilities	3.1.1	2
Information	3.1.2	2
Released Time	3.1.3	2
Negotiations	3.1.3.1	2
Officers	3.1.3.2	2
Association Meetings	3.1.3.3	3
Discipline	3.2	3
Just Cause	3.2.1	3
Right to Representation	3.2.2	3
Files and Records	3.3	4
Right to Review	3.3.1	4
Right to Respond	3.3.2	4
Promulgation	3.4	4
Agency Shop	3.5	4
	3.5.1	4
	3.5.2	5
	3.5.3	5
	3.5.4	5
	3.5.5	6
ARTICLE IV		
SENIORITY, LAYOFF, VACANCIES AND PROMOTIONS		
Seniority	4.1	6
Probation	4.2	6
Layoff	4.3	7
Voluntary Reduction in Force	4.3.1	7
Prior Notification	4.3.2	7
Classifications	4.3.3	7
Secretaries	4.3.3.1	7
Paraprofessionals	4.3.3.2	7
Displacement	4.3.3.2.1	7
Reduction in Force (all bargaining unit members)	4.3.3.3	8

Recall (all bargaining unit members)	4.3.4	8
Accrual when off the Job	4.3.5	8
Vacancies	4.4	9
Job Descriptions	4.4.1	9
Postings	4.4.2	9
Applications	4.4.3	9
Written Response	4.4.4	9
Filling Vacancies	4.4.5	9
Secretaries	4.4.5.1	9
Custodians/Maintenance	4.4.5.2	10
Selection of Vacant Paraprofessional Position(s) in the Fall	4.4.5.3	10
Trial Period (all bargaining unit members)	4.4.5.4	11
Involuntary Transfer (all bargaining unit members)	4.4.5	11
Transfer of Benefits (all bargaining unit members)	4.4.6	11

ARTICLE V.

HOLIDAYS AND VACATIONS

Holidays	5.1	11
Custodians	5.1.1	11
Secretaries	5.1.2	11
Paraprofessionals	5.1.3	12
Saturdays and Sundays	5.1.4	12
Stipulations	5.1.4.1	12
Double Time	5.1.4.2	12
Vacations	5.2	12
Vacation Requests	5.2.1	12
Custodians & 12 Month Secretaries		12
New Employees	5.2.2	13
Longevity	5.2.3	13
Stipulations (all bargaining unit members)	5.2.4	13
Vacations for School Year Employees	5.2.5	13
15 Years	5.2.5.1	13

ARTICLE VI.

LEAVES OF ABSENCE

Sick Leave	6.1	14
Rate	6.1.1	14
Use	6.1.1	14
Pooling of Sick Leave	6.1.2	14
Sick Pool Committee	6.1.2.1	15
	6.1.2.1.1	15
	6.1.2.1.2	15
	6.1.2.1.3	15
Workers' Compensation	6.1.3	15
Misuse	6.1.4	15

"Call In Time"	6.1.5	15
Personal Leave	6.2	15
Two Days Defined	6.2.1	15
Notification Form	6.2.2	16
Leave of Absence without Pay	6.3	16
Application	6.3.1	16
Eligibility	6.3.2	16
Duration	6.3.3	16
Approval	6.3.4	17
Insurance	6.3.5	17
Conferences	6.4	17
Jury Duty	6.5	17
Severance	6.6	17

ARTICLE VII.

WORKING HOURS AND CONDITIONS 18

All Bargaining Unit Members		18
Overtime	7.1	18
Breaks	7.1.2	18
Lunch Period	7.1.3	18
Evaluations	7.1.4	18
Bargaining Unit Member's Right to Respond	7.1.4.1	18
TB Tests	7.1.5	18
Course Work	7.1.6	18
Deductions	7.1.7	19
Secretaries	7.2	19
Custodians	7.2.1	19
Part Time	7.3	19
Part-Time Custodians	7.3.1.2	19
Summer	7.3.1.3	19
Prorated Fringe Benefits	7.3.1.4	19
Normal Working Hours	7.3.2	19
Overtime	7.3.3.2	20
Sundays	7.3.4	20
Split Shifts	7.3.5	20
Subcontracting	7.3.6	20
Community Activities	7.3.7	20
Tools	7.3.8	21
Crew Size Study	7.3.9	21
Uniforms	7.3.9.1	21
Paraprofessionals	7.4	21
Hours	7.4.1	21
Instruction/Planning	7.4.2	22
Summer Assignments	7.4.3	22
Working when Students not Present	7.4.4	22
School Closings	7.4.5	22
Bumping	7.4.6	22

ARTICLE VIII.		
COMPENSATION		23
Salary	8.1	23
All Categories	8.1.1	23
Steps	8.1.2	23
Paraprofessionals	8.1.3	23
Secretaries	8.1.4	24
Custodians	8.1.5	24
Rate A	8.1.5.1	24
Rate B	8.1.5.2	25
Custodian I	8.1.5.3	25
Custodian II	8.1.5.4	25
Custodian III	8.1.5.5	25
Maintenance (IV)	8.1.5.6	25
Insurance	8.2	25
Health	8.2.1	25
Group Dental	8.2.2	26
Long Term Disability	8.2.3	26
Life	8.2.4	26
Vision - Custodians	8.2.5	26
	8.2.6	27
General Provisions	8.2.7	27
ARTICLE IX.		
GRIEVANCES	9.1	27
Level One	9.2	28
	9.2.1	28
	9.2.2	28
Level Two	9.3	28
Level Three	9.4	28
Level Four	9.5	28
	9.5.1	29
	9.5.2	29
	9.5.3	29
	9.5.4	29
General Conditions	9.6	29
	9.6.1	29
	9.6.2	29
	9.6.3	30
	9.6.4	30
ARTICLE X		
NO STRIKE AGREEMENT	10.1	30
ARTICLE XI.		
MISCELLANEOUS PROVISIONS		30
Conformity to Law	11.1	30
ARTICLE XII.		
DURATION OF AGREEMENT		31
	12.1	31
CUSTODIAL SENIORITY LIST		32
SECRETARIES SENIORITY LIST		33
PARAPROFESSIONALS SENIORITY LIST		34

## I. RECOGNITION

- 1.1 The Board recognizes the Kent County Education Association, Lowell Support Staff Association (LSSA)/KCEA/MEA/NEA hereinafter referred to as the Association, as the sole and exclusive bargaining representative for all secretaries except those working directly for the central office administration, all custodial personnel except part-time high school and summer college students, all paraprofessionals and in-house detention and study hall supervisors except student employees. Excluded employees shall be: supervisors, substitutes and all others.
- 1.2 The Board agrees not to negotiate with any other organization other than the designated representative Association, pursuant to Act 379 for the duration of this agreement.
- 1.3 The Board and the Association recognize their mutual obligations pursuant to Act 379 to bargain collectively with respect to hours, wages, fringe benefits and conditions of employment.

## II. BOARD RIGHTS

The Board retains all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the school code in the laws of the constitutions of the State of Michigan and/or the United States. Such responsibilities include, without being limited to, the establishment of educational policies; the construction, acquisition and maintenance of school buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion and termination of staff members; and the establishment and revision of rules and regulations governing and pertaining to the work and conduct of its employees and the right to decide employee qualifications.

## III. EMPLOYEE RIGHTS

- 3.1 Association Rights - Each employee shall have the right to organize, join and support the Association for the purpose of engaging in lawful activities under Act 379.

3.1.1 Facilities

The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings providing proper central office approval has been given. Last minute requests will be handled on an individual basis by the superintendent or his/her designee. Bulletin boards, local telephone calls and internal mail service shall be made available to the Association and its members.

3.1.2 Information

The Board agrees to furnish the Association, in response to timely requests, all available public information in the form it is maintained by the Board, concerning the financial resources of the district, together with other information which may be necessary for the Association to process any grievance or complaints, providing that personal information respecting individual Association members shall not be disclosed.

3.1.3 Released Time

3.1.3.1 Negotiations

The chief negotiators from the Secretaries, Custodial/Maintenance and Paraprofessional groups shall be provided paid released time during periods of negotiations and for the conducting of Association business with the Board.

3.1.3.2 Officers

The Board will grant released time to a bargaining unit member who holds an office in KCEA, MEA or NEA. Full-time released officers will be granted a leave of absence without pay or loss of seniority and accumulated benefits. Partial released time arrangements will be negotiated to allow appropriate financial reimbursement to the Board of Education for the time released.



### 3.1.3.3 Association Meetings

On non-student instruction days and when, at the convenience of building administrators, Association members can schedule Association meetings. The building administrator in whose building the meeting will be held must be notified a minimum of one school day in advance of the meeting. Four (4) such Association meetings can take place each year with a limit of one hour per meeting, excluding travel time.

### 3.1.3.4 Association Leave Days

The Association will be granted five (5) Association leave days per year. The president of the Association shall approve such days and submit documentation of such to the business office.

No more than two (2) shall be absent at any one time. Such days shall not be used for purposes of engaging in demonstrations, including labor disputes, on behalf of the Association or local Association.

## 3.2 Discipline

### 3.2.1 Just Cause

Bargaining unit members (excluding probationary employees) shall not be disciplined, warned, reprimanded, suspended, discharged, reduced in rank or compensation or occupational advantage, without just cause. Disciplinary action more severe than a verbal reprimand shall be reduced to writing with a copy forwarded to the bargaining unit member. Discipline shall be administered by the supervisor, the building principal or other administrator representatives.

### 3.2.2 Right to Representation

When a bargaining unit member is to be given a written reprimand or more serious discipline, he/she shall be informed in such a manner that he/she has the opportunity to have an Association representative present, if desired, except in emergency cases. In an emergency, the Board shall inform the Association as soon as possible.

### 3.3 Files and Records

#### 3.3.1 Right to Review

A bargaining unit member shall have the right to review the contents of all records, excluding initial references, of the district pertaining to the bargaining unit member originating after initial employment and to have a representative of the Association accompany the bargaining unit member in such review.

#### 3.3.2 Right to Respond

No evaluative material, including but not limited to, student, parental or school personnel complaints originating after initial employment, will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. The bargaining unit member may submit a written comment regarding any material, including complaints, and the same shall be attached to the material in question. A bargaining unit member shall sign the material indicating its presence and his/her awareness if requested; however, such signature shall not necessarily mean agreement with the material.

### 3.4 Promulgation

Promulgation - The Board agrees to provide a contract to each member of the bargaining unit plus 20 extra copies to the Association.

### 3.5 Agency Shop

3.5.1 On or before the 30th of September of each year, the local Association shall notify the Board of the amount of annual dues payable by members of the local Association and the service fee amount payable by nonmembers pursuant to Section 10 (1) (c) and (2) of the Public Employment Relations Act. The Board shall thereupon deduct such amounts in eighteen (18) equal installments, as nearly as may be, from the paychecks of all employees who have of that date, authorized such deductions. The Board shall promptly remit such amounts to the local Association treasurer.

- 3.5.2 Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a service fee to the Association; provided, however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided above. In the event that a bargaining unit member shall not pay such service fee directly to the local Association or authorize payment through payroll deduction, as provided in the preceding article, the Board shall, at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association.
- 3.5.3 The Association in all cases of violation of this article, shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for deduction of a service fee may be filed with the Board in the event compliance is not effected.
- 3.5.4 In the event of any action against the Board brought in a court or administrative agency because of its compliance with the agency shop provision of this agreement, the Association agrees to defend such action, at its own expense and through its own counsel, and to indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgement of a court or administrative agency as a direct consequence of the Board's compliance with such agency shop provision, but this does not include any liability for unemployment compensation, provided:
- a. The Board gives timely notice of such action to the Association and
  - b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.
  - c. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agent.

- d. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
- e. The Association shall have the right to compromise or settle any claim made against the Board under this section.

3.5.5 The Association will give the administration a schedule of paydates on which dues will be deducted.

The District will provide the Association with a list of employees in the bargaining unit. The Association will return this list showing the appropriate deduction amounts.

The Association treasurer will receive a printout listing dues deducted for each member with each Association check for dues withheld.

#### IV. SENIORITY, LAYOFF, VACANCIES AND PROMOTIONS

##### 4.1 Seniority

Seniority shall be defined as length of cumulative service in the Lowell Area Schools from the bargaining unit member's date of hire in his/her classifications. There shall be three classifications: Secretaries, Paraprofessionals and Custodial/Maintenance. A seniority list shall be maintained and updated annually for all school district bargaining unit members.

##### 4.2 Probation

All new employees shall be considered probationary employees for the first twenty (20) working days, except during the summer months; the intent being that twenty (20) working days of probationary period must be during the regular school year. An employee hired in June would still be on probation until twenty (20) working days of the school year has passed. If, at any time prior to the conclusion of the probationary period, the employee's work performance is of unacceptable quality, he/she may, upon recommendation of the supervisor/building principal and superintendent or designee, be subject to immediate dismissal. Under no circumstances will the probationary period be extended.

## 4.3 Layoff

### 4.3.1 Voluntary Reduction in Force

Layoff shall be defined as a necessary reduction in the work force. Prior to engaging in a layoff, the Board shall attempt to reduce the work force by attrition, voluntary layoff, early retirement and/or unpaid leaves of absence.

### 4.3.2 Prior Notification

No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified at least twenty (20) working days prior to the effective date of the layoff.

### 4.3.3 Classifications

#### 4.3.3.1 Secretaries

In the event of staff reductions, secretaries occupying positions which are eliminated, will have the right to reassignment into another position occupied by a person with less seniority for which he/she is qualified. Reassignments will be made causing the least possible unemployment for the bargaining unit.

#### 4.3.3.2 Paraprofessionals

All paraprofessionals shall be placed in one of the following categories:

1. Head Start
2. Crossing Guards/Playground
3. In-House Detention/Study Hall
4. Special Education
5. Library
6. Classroom/Chapter I and all others
7. Lunchroom/Parking Lot

#### 4.3.3.2.1 Displacement

In the event of layoff, a paraprofessional may displace a less senior bargaining unit member in his/her category or if the result of displacing a less senior bargaining unit member is a loss of hours, the bargaining unit member may displace a less senior bargaining unit member in another category provided he/she is qualified for that position. Qualified shall mean the bargaining unit member can assume the position



without substantial retraining. A bargaining unit member shall be entitled to a twenty (20) working day trial period in any new position.

4.3.3.3 Reduction in Force - All Bargaining Unit Members

Bargaining unit members shall be laid off according to seniority; the least senior member being laid off first. Bargaining unit members laid off shall have their insurance benefits paid by the Board for thirty (30) days after the effective date of layoff or until they secure new employment, whichever comes first. Benefits may be continued for one year if paid by the subscriber to the Board and permitted by the insurance carrier.

4.3.4 Recall - All Bargaining Unit Members

Bargaining unit members shall be recalled to vacancies in order of their seniority. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. A recalled bargaining unit member shall notify the employer within five (5) working days after such notification and must report to work within ten (10) working days. The Board may fill the position on a temporary basis until the recalled bargaining unit member can report to work. Any bargaining unit member offered a comparable position to the one previously held, who declines recall, is considered a voluntary quit. A bargaining unit member may accept a position that is not comparable but will then continue to have recall rights if a comparable position becomes available. Paraprofessionals may be recalled within their categories and/or to positions outside their categories as defined in 4.3.3.2.1.

4.3.5 Accrual When Off the Job

Bargaining unit members continue to accrue seniority when off the job due to an injury incurred while on the job or during time receiving accumulated sick leave pay, but not during nonwork disabilities beyond accumulated sick leave. Bargaining unit members on layoff will neither lose nor accrue seniority.

#### 4.4 Vacancies

A vacancy shall be defined as a newly created position or a present position that is not filled.

##### 4.4.1 Job Descriptions

The District shall have the right to determine specific requirements for each position in the bargaining unit provided such requirements are not arbitrary or capricious. The District shall develop job descriptions encompassing these job requirements. Job descriptions may be updated on an annual basis to meet changing needs. Job descriptions will be included in postings for vacant positions.

##### 4.4.2 Postings

Whenever any vacancy or special opportunity in any bargaining unit position shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association with copies to be posted in each building. No vacancy shall be filled, except on a temporary basis due to an emergency, until such vacancy has been posted for at least seven (7) working days.

##### 4.4.3 Applications

All applications shall be submitted to the superintendent or his/her designee.

##### 4.4.4 Written Response

A written notification of either acceptance or rejection shall be sent to all who apply for vacancies.

##### 4.4.5 Filling Vacancies:

###### 4.4.5.1 Secretaries

In filling a vacancy, the Board agrees to give due weight to the background, attainments, skills of all applicants and the length of time each has been in the school system, as well as other relevant factors. The Board agrees that it will attempt to promote bargaining unit members from within the school district prior to seeking candidates from outside the bargaining unit. It is understood all of this article shall apply to all school district secretaries.

4.4.5.2 Custodians/Maintenance

Vacancies will be filled with the most seniored applicant who is qualified.

4.4.5.3 Selection of Vacant Paraprofessional Position(s) in the Fall

By 9:00 a.m. on the Thursday, one week prior to the first student day in the Fall, a list of all vacant paraprofessional positions will be available at the Central Office. This list will include all known vacancies as of that date (new positions not yet filled that have been added since the end of the last school year and jobs available because of resignations); however, it is understood that there could be additional positions/hours available after the beginning of the school year as more specific enrollment numbers are known.

Any paraprofessional currently in the bargaining unit interested in a new or additional position must attend a posting meeting at 9:00 a.m. on the Thursday one week prior to the first student day each fall. The district shall notify all paraprofessionals by mail of all openings at least seven (7) calendar days before the meeting. The Assistant Superintendent will conduct a meeting for the selection of the available paraprofessional positions. This meeting will take place in the Board Room at the Administration Building. Any paraprofessional who, as of the start of the meeting, is listed as having paraprofessional seniority, will be allowed to select from the available positions under the following conditions:

- a. Selections will be made starting with the highest seniored paraprofessional first as determined by the official seniority list.
- b. Any vacancies that become available after the 9:00 a.m. posting meeting on Thursday will be posted for the five (5) day period and will be subject to all bids.
- c. Paraprofessionals will not be paid for attending the selection meeting.

NOTE: If either party determines that the above procedure in Section 4.4.5.3 is unacceptable once it has been utilized in August, 1989, either party may formally request that the procedure be reevaluated. If mutual agreement cannot be reached on amending the procedure, Section 4.4.5.3 will be deleted from the contract as of January, 1990.



4.4.5.4 Trial Period - All Bargaining Unit Members

Bargaining unit members who move to new positions will be under a tryout period of not longer than twenty (20) working days in the new position.

During the 20 day tryout period, the supervisory personnel shall work with the bargaining unit member to help him/her succeed in the new position. The bargaining unit member may go back to former position at his/her option. Former position will be held open for 20 days.

4.4.5 Involuntary Transfer - All Bargaining Unit Members

The parties agree that involuntary transfers of bargaining unit members are to be minimized. In all cases, involuntary transfers will be effected only for good reason and within their unit classification. Involuntary transfers shall affect the least senior, qualified bargaining unit member. If the transfer is involuntary, the bargaining unit member shall not lose money as a result of said transfer.

4.4.6 Transfer of Benefits - All Bargaining Unit Members

Bargaining unit members, if transferred to another full-time position within this bargaining unit, may transfer remaining vacation and sick leave benefits.

V. Holidays and Vacations

5.1 Holidays

5.1.1 Custodians

Custodians shall be entitled to the following paid holidays: New Year's Day, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving, the Friday following Thanksgiving, the day before Christmas, Christmas Day, the day after Christmas and New Year's Eve.

5.1.2 Secretaries

Secretaries shall be entitled to the following paid holidays: New Year's Day, Good Friday, Memorial Day, July 4, if working, Labor Day, Thanksgiving, the day following Thanksgiving, Christmas Day, and the day after Christmas.

5.1.3 Paraprofessionals

All paraprofessionals shall be entitled to the following paid holidays: New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and the day after Christmas.

5.1.4 Saturdays and Sundays

When any of the above holidays occur on a Saturday or Sunday, the Board shall schedule equivalent work days off immediately preceding or following the holidays so as to not interrupt regular student attendance days. Holiday pay shall be the salary paid for the regular work day.

5.1.4.1 Stipulations

To receive holiday pay, the bargaining unit member must work the last regularly scheduled day before and the first scheduled day after the holiday. If the bargaining unit member is ill on any of the days, the Board may require a doctor's verification of the illness. When a holiday falls during the bargaining unit member's vacation, the bargaining unit member shall receive the holiday pay in addition to the bargaining unit member's vacation pay.

5.1.4.2 Double Time

Every effort shall be made to avoid holiday work. When such work is required, it shall be given to a qualified volunteer(s). If no one volunteers, assignment will be made on the basis of 7.3.3.2C. Bargaining unit members working on holidays shall double their normal hourly rate.

5.2 Vacations

5.2.1 Vacation Requests

Custodians and 12 Month Secretaries

Bargaining unit members shall submit written vacation requests to the supervisor at least two (2) weeks prior to vacation time desired.

Vacation time may be granted any time during the year by the supervisor. Vacations shall be taken in five day blocks whenever possible. Vacations may be split into one or more days with the approval of the

immediate supervisor. If two bargaining unit members request identical dates at the same time, the bargaining unit member with the most seniority shall be honored. Bargaining unit members cannot be bumped from vacation dates once they are scheduled.

5.2.2 New Employees

The anniversary date of all paid vacations shall be July 1 of each year. New bargaining unit members shall earn 1/2 day of vacation per month worked up to five (5) full days prior to the first July 1 of employment. New bargaining unit members earning 3 1/2 days or more days of vacation shall be credited with fulfilling the first step of the vacation schedule.

Those earning three (3) days or less on the first July 1 shall receive five (5) days of paid vacation at the next July 1.

5.2.3 Longevity

Each July 1 thereafter, the bargaining unit member shall be eligible for ten (10) days of paid vacation. On each July 1 after the bargaining unit member's fifth year of employment, the bargaining unit member shall be eligible for fifteen (15) days of paid vacation; on each July 1 after the bargaining unit member's tenth year of employment, the bargaining unit member shall be eligible for twenty (20) days of paid vacation.

5.2.4 Stipulations - All Bargaining Unit Members

Vacation pay shall amount to regular hours of pay at the bargaining unit member's regular rate. One week of vacation may be carried into the succeeding year at the salary at the time earned.

5.2.5 Vacations for School Year Employees

5.2.5.1 15 Years

After 15 years service, paraprofessionals and school year secretaries will receive one week's paid vacation at Spring Break.

## VI. Leaves of Absence

### 6.1 Sick Leave

#### 6.1.1 Rate

Bargaining unit members shall earn sick leave at the rate of one day per month worked. The Board shall furnish each bargaining unit member with a written statement of accumulated sick leave no later than June 1 each year.

#### Use

Sick days and personal days (2 per year, per Article 6.2.1) shall have unlimited accumulation.

Sick days may be used for:

- a. Sickness and disability of the bargaining unit member.
- b. In the event of death in the immediate family (spouse, child, parents, in-laws, brother, sister, grandparents or a person who stands in place of a family of the bargaining unit member), personal days shall be used first with a total use of sick days limited to five days per occurrence. The superintendent or his/her designee may grant more days if it is determined that extenuating circumstances exist.
- c. In the event of illness in the immediate family (spouse, child, parents or resident in the household), such use shall be limited to ten (10) sick leave days with no three (3) days in succession. The superintendent or his/her designee may grant the continued use of sick days for family illness if he/she determines extenuating circumstances exist.

#### 6.1.2 Pooling of Sick Leave

Bargaining unit members may pool sick leave days and contribute them to another member of the Association who has exhausted his/her accumulated sick leave days. However, an employee may not contribute more than one (1) day of sick leave to any other individual Association member within a given school year. He/she may contribute one (1) day to different individuals.

6.1.2.1 Sick Pool Committee

Administration of the pooled sick leave days shall be done by a committee of six (6). Three (3) members shall be representatives of the local Association chosen by the local Association and three (3) members of the administration selected by the superintendent. All decisions shall require four (4) affirmative votes.

6.1.2.1.1 This committee shall have the exclusive power to impose a waiting period not to exceed fifteen (15) school days before release of pooled days if deemed necessary.

6.1.2.1.2 This committee shall have the exclusive power to authorize days in addition to the days referred to in 6.1.2 above.

6.1.2.1.3 Decisions of this committee shall not be grievable.

6.1.3 Workers' Compensation

Bargaining unit members shall not receive Workers' Compensation in addition to sick leave in excess of the amount normally received as the bargaining unit member's regular salary.

6.1.4 Misuse

Any misuse of sick leave could subject the bargaining unit member to any or all of the following:

A. A verbal or written reprimand and a loss of pay for the time missed.

B. For serious and repeated offenses, discipline up to and including discharge, may occur.

6.1.5 "Call In Time"

In the event of illness, custodial bargaining unit members shall call the Supervisor of Maintenance as soon as possible, but not less than one (1) hour before reporting time, giving the reason to the supervisor as soon as possible but not less than one-half (1/2) hour before reporting time.

6.2 Personal Leave

6.2.1 Two Days Defined

Up to two (2) days per year, to be added to leave days, shall be available to each bargaining unit member to

handle necessary business obligations and emergencies that cannot be handled outside the normal working hours. Vacations and recreational activities are not included as proper use for these days. If personal days are not used, they will accumulate with leave days per Article 6.1.1.

6.2.2 Approval

The general reason for taking the personal day shall be presented to the supervisor for approval three (3) working days prior to the date requested, except that emergencies can be handled by telephone.

Notification for Use of Personal Leave

Name of Employee \_\_\_\_\_

Date of Leave \_\_\_\_\_

Reason for Leave:

Business \_\_\_\_\_ Family \_\_\_\_\_

Professional \_\_\_\_\_ Religious \_\_\_\_\_

Civic \_\_\_\_\_ Other \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

6.3 Leave of Absence Without Pay

6.3.1 Application

Bargaining unit members seeking an unpaid leave of absence for medical purposes, family care or educational purposes, shall apply in writing to the superintendent or his/her designee.

6.3.2 Eligibility

Bargaining unit members shall have at least one year's employment with the District to be eligible for unpaid leaves unless waived by the District. A medical leave of absence shall be accompanied by a doctor's statement confirming the need for the leave.

6.3.3 Duration

Such leaves shall be limited to one year unless extended by mutual consent of the bargaining unit member and the District. Any medical leave of twenty (20) working days or more shall require a doctor's statement regarding the bargaining unit member's ability to return to work. To the extent possible, the bargaining unit member will provide the District with



his/her anticipated date of return. In no case shall the bargaining unit member provide less than thirty (30) days notice of intent to return. Failure to return on the specified date, without a good reason, shall constitute a voluntary quit.

6.3.4 Approval

Bargaining unit members meeting the conditions specified above shall be granted leaves for illness and/or family care reasons. Educational or other leaves are granted or not granted solely at the discretion of the District.

6.3.5 Insurance

The Board shall continue to pay the insurance premiums for bargaining unit members during the period of unpaid medical leave, limited to the balance of any school year in which the bargaining unit member is first granted an approved sick leave under this section. The bargaining unit member whose illness or disability extends beyond the balance of the school year shall be permitted to continue coverage on a self pay basis to the extent permitted by the insurance carrier.

6.4 Conferences

The superintendent or his/her designee may authorize full-time bargaining unit members to attend conferences or conventions with pay. Approved expenses incurred shall be paid by the Board.

6.5 Jury Duty

Bargaining unit members summoned for jury duty or as a witness in a legal case, will be granted leave of absence with pay as necessary. The bargaining unit member agrees that any additional pay received for his/her appearance will be deducted from the regular pay or that such additional monies will be remitted to the Board upon receipt.

6.6 Severance

Upon severance after a minimum of ten (10) years of employment with the Lowell Area Schools, bargaining unit members will be compensated at the rate of \$5.00 per day each day of unused leave days to a maximum of 50 days, and \$7.00 per day over 50 accumulated days. Severance shall include resignations, dismissal and resignation after layoff.

## Article VII - Working Hours and Conditions

### 7.1 Overtime

All time worked by bargaining unit members beyond the eight hour day or the forty hour week, shall be paid at one and one-half (1 1/2) the bargaining unit member's regular hourly rate or a compensatory arrangement may be mutually agreed upon. All overtime must be approved by the bargaining unit member's immediate supervisor.

#### 7.1.2 Breaks

All bargaining unit members shall receive one paid 15 minute break with three (3) hours or more work. A second paid 15 minute break shall be provided for bargaining unit members working six (6) or more hours per day.

#### 7.1.3 Lunch Period

A maximum one (1) hour duty free, uninterrupted lunch period shall be provided upon request for all bargaining unit members working full time.

#### 7.1.4 Evaluations

The Building Administrator will evaluate all support staff personnel by June 1 of each year. If there is any significant problem, an evaluation shall be done when the problem is evident. The bargaining unit member will receive a copy of the completed performance review and will sign the form to indicate that she/he has seen it. Such signature does not mean the bargaining unit member agrees with the content of the evaluation.

##### 7.1.4.1 Employees Right to Respond

A bargaining unit member may submit additional comments to this evaluation. Such statements shall be attached to the evaluation and placed in the bargaining unit member's personnel file.

#### 7.1.5 TB Tests

When TB tests, including x-rays, are required for employment, the costs of such tests shall be paid by the Board.

#### 7.1.6 Course Work

The Board will pay for course work which it requires or



requests the bargaining unit member to take.

7.1.7 Deductions

Upon written authorization from the bargaining unit member, the Board shall deduct from the wages/salary of the bargaining unit member and make appropriate remittance for voluntary contributions.

7.2 Secretaries

7.2.1 The normal work day for all secretaries shall be eight hours, the actual hours worked to be arranged with the immediate supervisor.

The normal work week shall be forty (40) hours per week, Monday through Friday.

Employee Calendar

An employee Data Calendar will be mailed to each secretary at the first August payroll each year.

7.3 Custodians

7.3.1 Part Time

7.3.1.2 Part-Time Custodians

Part-time bargaining unit members hired for less than six (6) hours per day during the school year shall be considered a part-time bargaining unit member.

7.3.1.3 Summer

Part-time bargaining unit members will be hired during the summer only by mutual consent of the bargaining unit member and the Supervisor of Maintenance.

7.3.1.4 Prorated Fringe Benefits

Part-time bargaining unit members shall receive prorated fringe benefits. (For example, a person working four (4) hours daily during the school year works one-half of four-fifths of the year, or 40% of the total year; therefore, he/she would receive 40% of sick leave, insurance premium costs, etc.)

7.3.2 Normal Working Hours

The normal working hours shall be eight (8) consecutive hours per day, five (5) days per week with an unpaid lunch period not to exceed one (1) hour. Custodians will have lunch periods scheduled as nearly as possible to the middle of the shift, but not included in the

shift, by the Supervisor of Maintenance. Custodial employees may take two 15 minute coffee breaks per day; one in the first half and one in the second half of the shift.

7.3.3.2 Overtime

Stipulations

Overtime shall be offered to bargaining unit members as follows:

- A. It shall be offered to the custodians regularly working in the building needed on a rotating basis, except in emergencies.
- B. Bargaining unit members turning down overtime shall forfeit their right to overtime until the next regular turn in the rotation.
- C. In case all custodians turn down the opportunity to work overtime, the Board has the right to require the next scheduled custodian or custodians in the rotation.
- D. The head building custodian shall record overtime rotation and post it as necessary.
- E. Except in emergencies, overtime requirements shall be posted three (3) days in advance.

7.3.4 Sundays

Custodians required to work Sundays shall be paid at a double time rate.

7.3.5 Split Shifts

Every attempt will be made not to split shifts. If a split shift is necessary, volunteers will be sought.

7.3.6 Subcontracting

The employer shall not contract out maintenance or custodial services with the intent or purpose of displacing any custodial employees within the bargaining unit. The employer does reserve the right to contract out maintenance and/or custodial services to the extent it does not displace said employees.

7.3.7 Community Activities

A custodian will be provided for community activities as deemed necessary by the administration. The

building administrator will provide a copy of the Building Use Form to the custodian before the form is sent to Central Administration for approval for use of school facilities by community groups or cancellation of such use.

7.3.8 Tools

The Board shall provide bargaining unit members with proper tools and safety equipment.

7.3.9 Crew Size Study

A committee will be formed in 1989 to study crew size and staffing of Custodial/Maintenance positions. The committee will consist of three (3) bargaining unit members, the Director of Custodial Services and one (1) building administrator.

The committee will study staffing and crew size in other county schools and report back to the Association and the Board with specific recommendations by June, 1990.

7.3.9.1 Uniforms

The Board shall provide without cost to the custodians, two (2) sets of Grantex uniforms (or equal quality) per year and one set of three coveralls per building with the following stipulations:

- A. It is understood that custodians' uniforms are to be worn during working hours at all times.
- B. Uniforms are to be maintained by the individual custodian.
- C. New custodians will receive three (3) sets of uniforms upon delivery after initial hiring. (probation)

7.4 Paraprofessionals

7.4.1 Hours

A paraprofessional employed a minimum of five (5) or more hours, regardless of number of jobs held, shall be considered full time.

A paraprofessional working one (1) hour or more, but less than the full-time hours described above, regardless of how many jobs held, shall be considered part time.

7.4.2 Instruction/Planning

Teacher paraprofessionals may not be given full responsibility for instruction or planning.

7.4.3 Summer Assignments

Paraprofessionals shall normally be assigned to work during the regular school year. Summer school assignments are at the discretion of the Board.

7.4.4 Working When Students Not Present

When deemed appropriate by the building administrator, Library paraprofessionals, In-House Suspension paraprofessionals, Study Hall paraprofessionals and any other paraprofessionals who work in classrooms, shall have the option of working their regular hours when work is available and teachers are working with students not present.

7.4.5 School Closings

Paraprofessionals will not have to report to work, if excused by their immediate supervisor, and will receive their normal rate of pay for days when schools are closed due to an Act of God and which are able to be counted as days of pupil instruction for purposes of state aid. On days when schools are closed due to an Act of God which are not able to be counted as days of pupil instruction for purposes of state aid, paraprofessionals shall work on any rescheduled days of student instruction and will be paid at their regular daily rate of pay. Should school be closed for the day and not counted as a contractual student day, those paraprofessionals who do report will be paid \$10.00 per hour or fractions thereof. The building administrator will determine length of time for payment on portion of day worked.

Secretaries and custodians will work on days when schools are closed due to an Act of God unless excused by their immediate supervisor.

7.4.6 Bumping

Should a paraprofessional's hours be reduced, a more seniored paraprofessional who is qualified, may "bump" a less seniored paraprofessional to regain lost hours. See Article IV regarding implementation of this clause.

Article VIII - Compensation

8.1 Salary

8.1.1 All Categories

Longevity: All categories - Starting date of employment with Lowell Area Schools shall be used for purposes of determining longevity.

If, however, bargaining unit members have been receiving longevity benefits prior to the 1986-1989 contract, they will not be deprived of any previously enjoyed conditions or advantages.

First two years - 20¢ per hour at steps 11, 16, 21 and 26 (new step)

Third year - 25¢ per hour at steps 11, 16, 21 and 26

8.1.2 Steps

Secretaries and paraprofessionals shall move up one step on the salary schedule each year, regardless of number of hours worked.

(1989 -90 - dropped Step 0 for secretaries)

8.1.3 Paraprofessionals Wages

	<u>Parapros</u> <u>89-90</u>	<u>In House/</u> <u>Study</u> <u>Hall</u> <u>89-90*</u>	<u>Parapros</u> <u>90-91</u>	<u>In House/</u> <u>Study</u> <u>Hall</u> <u>90-91*</u>	<u>Parapros</u> <u>91-92</u>	<u>In House/</u> <u>Study</u> <u>Hall</u> <u>91-92*</u>
0	\$6.88	\$8.28	\$7.48	\$ 8.88	\$ 8.08	\$ 9.48
1	7.34	8.54	7.94	9.14	8.54	9.74
2	7.71	8.80	8.31	9.40	8.91	10.00
3	8.06	9.06	8.66	9.66	9.26	10.26
4	8.43	9.33	9.03	9.93	9.63	10.53
5	8.80	9.59	9.40	10.19	10.00	10.79

\*The Board shall have the authority to grant experience credit and/or pay in excess of the negotiated pay schedule for these positions. Notice of such action shall be promptly given to the Association.

8.1.4 Secretaries

Secretaries Wages

<u>Step</u>	<u>89-90</u>	<u>90-91</u>	<u>91-92</u>
1	\$ 7.48	\$ 8.08	\$ 8.73
2	7.71	8.31	8.96
3	7.95	8.55	9.20
4	8.18	8.78	9.43
5	8.41	9.01	9.66
6	8.65	9.25	9.90
7	8.86	9.46	10.11
8	9.10	9.70	10.35
9	9.33	9.93	10.58
10	9.56	10.16	10.81
11-15	9.81	10.41	11.06
16-20	10.04	10.64	11.29
21-25	10.28	10.88	11.53
26-30	10.51	11.11	11.76

Extra Duty Premiums

15¢ per hour - Special Education  
 10¢ Curriculum

8.1.5 Custodians

	<u>Rate A</u>	<u>Rate B</u>	<u>Rate A</u>	<u>Rate B</u>	<u>Rate A</u>	<u>Rate B</u>
	<u>89-90</u>	<u>89-90</u>	<u>90-91</u>	<u>90-91</u>	<u>91-92</u>	<u>91-92</u>
Custodian I	\$ 9.94	\$10.15	\$10.54	\$10.75	\$11.14	\$11.35
Custodian II	10.36	10.48	10.96	11.08	11.56	11.68
Custodian III	10.58	10.68	11.18	11.28	11.78	11.88
Maintenance IV	10.83	10.93	11.43	11.53	12.03	12.13

Elementary - Lead Custodian - 5¢ per hour

Night Premium

15¢ per hour - 3 - 11 shift  
 10¢ per hour - 12 - 8 and 3 - 7 shifts

8.1.5.1 Rate A - The beginning rate classification for each of the four custodial/maintenance categories - Any bargaining unit member transferring to or assuming a new classification, shall be placed on the Rate A rate for not more than a 20 working day probationary period.



- 8.1.5.2 Rate B - A custodian shall be eligible to move to Rate B when he/she has demonstrated that he/she performs assignments well and is considered dependable, as determined by the Supervisor of Maintenance and building principal.
- 8.1.5.3 Custodian I - Shall do general cleaning and maintenance of building and grounds as assigned by his/her supervisor. Shall be responsible as assigned, for building security during his/her shift. In addition to these requirements, he/she shall: be responsible for general care and minor repair of the building and equipment; care for landscaping as necessary; take care of snow removal as necessary; be alert and aware of maintenance and repair needs; reporting same to his/her supervisor; be responsible for various areas and/or equipment that require specialized care.
- 8.1.5.4 Custodian II - In addition to duties described in 8.1.5.3, he/she shall fill either of the two following categories: (1) be responsible for substantial maintenance and repair work; shall possess particular trade skills as needed; shall assume responsibility for special assignments from the Supervisor of Maintenance; or (2) having demonstrated superior skills and dependability, is charged with responsibility for a building; he/she is responsible for handling building emergencies.
- 8.1.5.5 Custodian III - As well as the qualifications for Custodian II, he/she must be capable of leadership responsibilities. In addition to building maintenance, he/she is responsible for the assignment of work schedules for the other custodians in the building. He/she is also responsible for the follow up to see that work is completed satisfactorily.
- 8.1.5.6 Maintenance (IV) - Shall be responsible for maintenance as assigned by his/her supervisor.

## 8.2 Insurance

- 8.2.1 The Board shall provide without cost to each bargaining unit member working 25 or more hours per week and their eligible dependents as defined by MESSA, the following MESSA insurance:

Health - MESSA Super Care 1 or Option Plan 1 or 2\*

\*for those who have medical from another source

Option Plans = \$100.00 for Plan 1 or Plan 2

Plan 1	Plan 2 (for those who have dental from another source)
Dental (MESSA Delta) 100/90-90-50 - \$1500 with adult ortho Vision - VSP III	Dental Suffix Coordination 50-50-50 - \$1500 Adult Ortho VSP III

Remainder for choice of MESSA/MEFSA  
including MEFSA annuity

8.2.2 Group Dental

The board will provide to each bargaining unit member working 20 hours or more and not taking the option plan dental and their eligible dependents as defined by MESSA/Dental, MESSA Delta Dental Plan A with O-1 orthodontic rider with suffix coordination (75-50-50-\$500).

8.2.3 Long Term Disability

The Board shall provide without cost to each full time bargaining unit member, MESSA Plan II long term disability insurance. Benefits shall be paid at 66 2/3% of salary up to a monthly maximum of \$2500 and shall begin after the exhaustion of the bargaining unit member's accumulated sick leave (plus days from the sick bank, if any) or expiration of 90 calendar days of disability accumulated in any twelve (12) consecutive months. Only the last three days of the waiting period need be consecutive and for the same condition.

8.2.4 Life Insurance

\$10,000 life insurance with AD & D for all bargaining unit members working 15 hours or more - Those bargaining unit members taking MESSA health insurance have an additional \$5,000 with their health insurance.

8.2.5 Vision - Custodians

The Board shall provide without cost to the bargaining unit member MESSA Vision Plan 2 for all bargaining unit members and their eligible dependents as defined by MESSA.



8.2.6 These benefits will be for a twelve (12) month period. Any bargaining unit member paid MESSA/MEFSA options will be payroll deducted.

8.2.7 General Provisions

- A. The Board shall make payment of insurance premiums for all persons to assure insurance coverage for the full twelve month period commencing July 1 and ending June 30 of each year.
- B. The open enrollment period shall be jointly established by the Board, the local association and MESSA whose new annual rates begin July 1 of each year. The Board shall be responsible for providing insurance information including applications and claim materials.
- C. In the event a bargaining unit member is disabled through an injury or illness covered by Workers Compensation, all bargaining unit member benefits shall continue for the duration of the disability.
- D. A bargaining unit member who is hired with an effective first work day after the first required work day of the school year shall be entitled to bargaining unit member benefits from the first day the bargaining unit member reports to work.
- E. In the event a bargaining unit member dies during the school year, and providing the policy permits continued dependent coverage, the Board shall continue payments of the applicable premiums through the following June 30th. If the bargaining unit member dies after the completion of the school year, and providing the policy permits continued dependent coverage, the Board shall continue payments of the applicable premiums through June 30th of that year.

Article IX - Grievances

9.1 Any bargaining unit member, group of bargaining unit members, or the Association, believing that there has been a violation, misinterpretation or misapplication of any provisions of this agreement, relative to wages, hours, terms or conditions of employment which does not provide a remedy of its own, may institute the grievance procedure as provided herein.

## 9.2 Level One

Any bargaining unit member feeling he/she has a complaint to justifiably grieve, shall request a conference with the immediate supervisor within ten (10) days of when the problem came to his/her attention. The supervisor shall informally discuss the problem with the bargaining unit member within five (5) days of the request for a conference.

9.2.1 If the complaint is not satisfactorily resolved, the aggrieved may invoke the grievance procedure by submitting a formal written grievance on the form provided herein either on the day of the conference or within ten (10) days after the informal discussion. The supervisor shall have ten (10) days from the date of the informal discussion to respond in writing on the grievance form.

9.2.2 If the grievant is not satisfied with the response, or if no response is received by the due date, then the grievant may appeal the decision within five (5) days of receipt of the response to the superintendent's level, Level Two.

## 9.3 Level Two

Within five (5) days of receipt of the grievances, the superintendent or his/her designee shall respond in writing to the grievant. The superintendent or his/her designee may desire to have a conference with the grievant and the Association representative if requested by either the grievant or the administration to be present at the meeting.

## 9.4 Level Three

If the grievant is not satisfied with the response from Level Two, the grievant may submit the grievance to the Board of Education within ten (10) days from the superintendent's written response. The Board of Education will meet to consider the grievance within ten (10) days of receipt of the grievance and within five (5) days of the meeting, shall provide a written response to the grievant and the Association.

## 9.5 Level Four

If arbitration becomes necessary, the Association will notify the Board of Education within ten (10) days of its intent. The arbitrator shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration hearing. The Board and Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence

not previously disclosed to the Board or to the Association.

The arbitrator shall have no power to alter, add to, or subtract from, the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction where such award does not conflict with or deny the powers and duties of the Board granted by legislative act.

- 9.5.1 If any bargaining unit member for whom a grievance is sustained shall be found to have been improperly reprimanded or improperly deprived of a position, or unjustly discharged, the arbitrator will have authority to reinstate the bargaining unit member with full reimbursement for all compensation lost. The costs of any arbitration under this article shall be shared equally by the Board and the Association.
- 9.5.2 It is expressly understood that the grievance procedure shall not apply to those matters from which statute authorizes a specific remedy. If the administration at any step, fails to respond in a timely manner, the grievance will be considered denied and may be moved to the next level. Failure of the grievant to meet any time limits will result in the grievance being considered withdrawn.
- 9.5.3 If the grievance is processed to arbitration, the parties may submit the grievance to expedited arbitration under the rules of the American Arbitration Association.
- 9.5.4 The arbitrator shall have no power to rule on: (1) the termination of services of or failure to reemploy any probationary employee.

#### 9.6 General Conditions

- 9.6.1 All reference to "days" shall mean working days exclusive of Saturday, Sunday and paid holidays.
- 9.6.2 It is understood that the time limits are maximum and can be extended with the written mutual consent of both parties. Both parties should be encouraged to process a grievance as rapidly as possible and within the time limits and procedures as set forth herein.

- 9.6.3 Failure of the grievant to meet any time limits will result in the grievance being considered withdrawn. If the administration, at any step, fails to respond in a timely manner, the grievance will be considered denied and may be moved to the next level.
- 9.6.4 It is understood that a grievant shall have the right to an Association representative at all levels of the formal grievance procedure, provided that a representative can be present within the prescribed time limitations of the grievance procedure.

#### X. NO STRIKE AGREEMENT

- 10.1 It is agreed that during the life of this agreement, no bargaining unit member will engage in any strike, cessation of work, disturbance, or interruption of the normal operation of the Lowell School System.

The Board and the Association, in the event of a violation of this section, will have the right to remedies in accordance with the law.

#### XI. MISCELLANEOUS PROVISION

- 11.1 Conformity to Law

If any provision of this agreement or any application of the agreement to any bargaining unit member or group of bargaining unit members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications shall continue in force and effect.

XII. DURATION OF AGREEMENT

12.1 This agreement shall be in effect on July 1, 1989 and shall remain in effect through June 30, 1992. This contract shall not be extended verbally or in writing unless mutually agreed upon.

LOWELL SUPPORT STAFF  
ASSOCIATION/KCEA/MEA/NEA

Cherrie Richardson  
President, LSSA

Tom Greene  
President, KCEA

Barbara Francis  
Chief Negotiator, LSSA, KCEA

Dan Abow  
Bargaining Team Member

Julie Allenweller  
Bargaining Team Member

LOWELL AREA SCHOOLS  
BOARD OF EDUCATION

[Signature]  
President

[Signature]  
Secretary

Gary P. Kemp  
Chief Negotiator

CUSTODIAL SENIORITY LIST  
September 1989

Jim Barnes	06-14-72
Ken Lee	08-02-72
Jean Wright	10-10-74
Ed Hull	10-29-74
Brian Drake	02-02-76
Jim Ryder	01-09-78
Dick Heyn	11-12-79
Don Lasby	06-08-80
Bud Acheson	04-26-82
Rick Kinsley	08-15-83
Dan Shores	07-01-85
Mark Juczynski	08-26-85
Todd Lenneman	09-09-85
Diane Lasby	07-06-87
Chris Childs	08-18-88
Kamm Carpenter	08-22-88

SECRETARIES SENIORITY LIST

September 1989

Bonnie Gokey	August 1967
Lila Grummet	August 1969
Joyce Stormzand	September 1, 1971
Judy Ellison	April 10, 1978
Marcia Ebling	September 15, 1980
Maureen Kissinger	January 2, 1986
Lori Van ZanBurgen	April 11, 1988
Ilene Roth	August 14, 1989

PARAPROFESSIONAL SENIORITY LIST

September 1989

Eileen McLaughlin	09-01-63
Nola Bryan	10-13-72
Cherrie Richardson	09-14-73
Loretha Smith	09-17-73
Marlene Knottnerus	09-06-77
Sharon VanAmburgh	09-18-78
Alexia Moore (part time)	11-14-82
Betty Phillips	08-29-83
Rose Marie Bruinsma (part time)	09-07-83
Alexia Moore (part time)	11-14-82
Bette Phillips	08-29-83
Mary Yakes (part time)	11-04-83
Marcella Wingeier (part time)	10-30-84*
Sue Phillips	08-23-85
Linda Daugherty	08-26-85
Shirley Briggs (part time)	09-04-85
Robert Haight	01-27-86
Nancy Richardson	09-11-86
Jackie Bobo	10-20-86
Irene Willmarth	09-22-87*
Donna Oesch (part time)	09-22-87*
Nancy Wills (part time)	09-22-87*
Nan Zeeuw (part time)	09-22-87*
Ellen Lietzke (part time)	10-01-87
Bonnie Mieste (part time)	08-26-88*
Walt Thebo (part time)	08-26-88*
Barb Tindall (part time)	08-26-88*
Pat Reed (part time)	08-26-88*
Mary Beth Wade (part time)	10-05-88
Cindy Triplett (part time)	08-25-89

\*Hired on the same date and are in proper order of hire on that date

NOTE: Nobody on layoff as of September, 1989





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