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[Signature]

LINCOLN CONSOLIDATED SCHOOLS
1989 - 1992

AGREEMENT

BETWEEN

**LINCOLN
BOARD OF EDUCATION**

AND

**LINCOLN EDUCATION
ASSOCIATES ORGANIZATION**

Lincoln Consolidated Schools



LINCOLN CONSOLIDATED SCHOOLS
YPSILANTI, MICHIGAN

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

1989 - 1992 CONTRACT
BETWEEN THE
LINCOLN CONSOLIDATED SCHOOL DISTRICT
AND THE
LINCOLN EDUCATION
ASSOCIATES ORGANIZATION

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PREAMBLE

This Agreement is entered into, effective July 1, 1989, by and between the Lincoln Consolidated School Board of Education, the city of Ypsilanti, Michigan (hereinafter called the "Employer") and the Michigan Education Support Personnel Association (MESPA) through its local affiliate, the Lincoln Education Associates Organization (LEAO) (hereinafter called the "Union"). The signatories shall be the sole parties to this Agreement.

PURPOSE AND INTENT

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

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

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

ARTICLE I
RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by 379 of Public Acts of 1965, the Employer does hereby recognize the Union as the exclusive representative of all employees of the Employer included in the bargaining unit described below for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the term of this agreement.
- B. The bargaining unit includes all regular Food Service Employees, Custodians, Maintenance Workers, Clerks and Secretaries, and Teacher-Aide Clerks who are employed on a regular basis, excluding the Secretary to the Superintendent, Secretary to the Assistant Superintendent, Secretary to the Business Manager, High School students who work no more than twenty (20) hours per week during the school year, noon playground and/or lunchroom supervisors, substitute employees, and all part-time employees who work twelve (12) hours or less per week, and supervisory personnel.
- C. Supervisors shall not perform work to be performed by regular employees in the bargaining unit except in emergencies or in cases of those absences due to vacations or regular absences or where work is of such a technical nature that no other employee has the technical knowledge to perform the task. In no case

shall a Supervisor be assigned work resulting from regular employee layoff, discharge or resignation.

D. Definitions:

1. Regular employee: An employee who is regularly scheduled to work on a permanent daily basis.
2. Substitute employee: A person who takes the place of an employee on a non-permanent, day-to-day basis, until the regularly assigned employee returns or is replaced.
3. Temporary employee: An employee who provides services when help is required and said job assignment or position is not of a permanent nature.

- E.
1. Temporary employees appointed to a temporary position shall, after ninety (90) calendar days, become a member of the bargaining unit and shall come under the terms and conditions of this Agreement.
 2. Temporary and substitute employees shall not be employed if the result would cause vacant and/or newly created positions to not be posted and filled with regular employees, except as otherwise provided herein.

ARTICLE II

EQUAL EMPLOYMENT OPPORTUNITY

- A. It shall be the policy of the Board of Education to recruit and hire without regard to race, sex, marital status, age, color, creed or national origin. It shall further be the policy of the Board of Education that all personnel actions including rate of compensation, promotion, retirement, transfers, fringe benefits, layoffs, and recall are administered without regard to race, sex, marital status, age, color, creed or national origin and in accordance with the provisions of this Agreement.

- B. The Board of Education and its representatives will not discriminate against or coerce any employee because or with respect to any lawful activity or because of an employee's membership or non-membership in the LEAO.

ARTICLE III

MAINTENANCE OF STANDARDS

- A. All conditions of employment, including working hours, extra compensation for duties outside regular working hours, relief periods, leaves, and general working conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of employees as required by express provisions of this Agreement.
- B. When the school district is in a period of financial hardship, the maintenance of standards may be modified.
- C. The duties of any employee or the responsibilities of any position in the bargaining unit shall not be transferred to other employees of the school district unless it is the result of a major revision.
- D. 1. The Board reserves the right to reorganize any program or department when it deems such reorganization to be in the best interest of the school district.
2. If such changes would eliminate bargaining unit jobs, cut hours, or change job classifications, the Employer shall first meet with the Union as provided in Article VI.
3. If the Union feels that the matter has not been resolved as a result of this meeting, and/or that the individual rights of an employee have been violated, the matter may be submitted through the grievance procedure starting at Step 5.

ARTICLE IV
FINANCIAL RESPONSIBILITY

- A. The Board shall deduct from the pay of each employee from whom it receives authorization to do so the required amount for the payment of dues or service fees. Such dues, or fees, accompanied by a list of employees from whom they have been deducted from each, shall be forwarded to the LEAO no later than thirty (30) days after the deductions were made.
- B. The LEAO shall notify the Board thirty (30) days prior to any change in its dues or fees.
- C. Dues shall be deducted in ten (10) equal monthly installments as follows:
1. The first from the last paycheck in September.
 2. The second from the first paycheck in October.
 3. Thereafter, the first paycheck of each and every month through the month of June.
- D. Any employee who is not a member of the LEAO in good standing, or who does not make application for membership within thirty (30) days from the date of commencement of duties, or ratification of this contract, as a condition of employment, pay as a service fee to the LEAO an amount equivalent to the dues uniformly required to be paid by members of the LEAO; provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in Article IV. In the

event that an employee shall not pay such service fee directly to the LEAO or authorize payment through payroll deduction, as provided in this Agreement, the employer shall, at the request of the LEAO terminate the employment of such employee. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge.

E. This procedure in all cases of discharge for violation of this Article shall be as follows:

1. The LEAO shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the employee that a request for discharge may be filed with the Employer in the event compliance is not effected.
2. If the employee fails to comply, the LEAO may file charges, in writing, with the Board and shall request termination of the employee's employment.
3. The Board, upon receipt of said charges and request for termination, shall immediately notify said employee that his or 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.

F. The LEAO agrees to assume the legal defense of any suit of action brought against the Board regarding this article of the collective agreement. The Board shall notify the LEAO of any suit or action immediately upon receipt. The LEAO further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as a result of said suit or action, subject however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
2. The LEAO, after consideration with the Board, has the right to decide whether to defend any said action or 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. Such decision will be made prior to any required communication with or appearance before any court or tribunal.
3. The LEAO has the right to choose the legal counsel to defend any said suit or action.
4. The LEAO shall have the right to compromise or settle any claim made against the Board under this section.

G. All refunds claimed for dues of the Union, under such dues authorizations shall lie solely with the Union. The Union agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Union, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive dues deductions.

ARTICLE V
PAYROLL DEDUCTION

The Board shall deduct from the pay of each employee from whom it receives authorization to do so and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, MESSA or Blue Cross option plans, or any other plans or programs jointly approved by the Board and the LEAO.

ARTICLE VI

JOINT BOARD AND LEAO MEETINGS

Both parties recognize the value of sharing, discussing, and providing opportunities for resolving problems. Therefore, representatives of the Board and the LEAO shall meet the second Tuesday of every month if either party submits an agenda to the other party, no later than five (5) working days prior to that date.

All such conferences shall be arranged through the President of the Union, or a representative and the Assistant Superintendent. Representatives at such conferences shall not exceed five (5) representatives from each party. It is understood that any and all matters of discussion shall not alter or change in any way the provisions of this Agreement.

ARTICLE VII

GRIEVANCE PROCEDURE

A. A claim by an employer, group of employees, or the Union, that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement, or any rule, order, policy, or regulation of the Board, that directly relates to wages, hours, or conditions of employment, may be processed as a grievance as hereinafter provided. All grievances shall be settled in conformity with the following grievance procedure.

1. Signature of the grievant or grievants.
2. It must be specific in nature.
3. It must contain a synopsis of facts giving rise to the alleged violation.
4. It must cite the section or subsection of the contract allegedly violated.
5. It must contain the date of the alleged violation.
6. It must specify the relief requested.
7. At each level, the original grievance form, with notation of disposition, shall be returned to the grievant with a copy to the LEAO President.
8. Failure to comply with 1-7 above shall result in the grievance not being processed beyond the first step unless compliance is met within five (5) working days of notification to the Union of the specific procedural problem.

B. Step 1. In the event that an employee believes there is a grievance, the employee shall first discuss the alleged grievance with the immediate supervisor, either personally or accompanied by the Union representative. The grievance

discussion shall be held within ten (10) days of the time the grievant knew or should have known of the alleged violation.

Step 2. If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the Union member may invoke the formal grievance procedure through the LEAO. A copy of the grievance shall be delivered to the immediate supervisor within five (5) working days of the informal discussion. If the grievance involves more than one (1) work location, it may be filed with the Assistant Superintendent, or a designee.

Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the grievant and the LEAO in an effort to resolve the grievance. The immediate supervisor shall indicate, in writing, the disposition of the grievance within five (5) working days of such meeting, and shall furnish a copy thereof to the Union and return the original to the LEAO grievant.

Step 3. If the LEAO, is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, or ten (10) working days from date of filing, the grievance shall be transmitted to the Assistant Superintendent or a designee and the grieving party or parties shall have five (5) working days from the date the grievance form is received to submit the grievance to Step 3.

Within five (5) working days, the Assistant Superintendent or designee shall meet with the grievant and the LEAO on the grievance and shall indicate, in writing, his or her disposition within five (5) working days of such meeting, and shall furnish a copy thereof to the LEAO and the original to the grievant.

Step 4. If the LEAO is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, or ten (10) working days from date of filing, the grievance shall be transmitted to the Superintendent and the grieving party or parties shall have five (5) working days from the date the grievance form is received to submit the grievance to Step 4. Within five (5) working days, the Superintendent shall meet with the grievant and the LEAO on the grievance and shall indicate, in writing, a disposition within five (5) working days of such meeting, and shall furnish a copy thereof to the LEAO and the original to the grievant.

Step 5. If the grievant and/or Union is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, or twenty (20) working days from the date of filing, the grievance shall be transmitted to the Board of Education and the grieving party or parties shall have five (5) working days from the date the grievance form is received to submit the grievance to Step 5. Within twenty (20) working days, the Board of Education shall

hold a hearing on the grievance and shall indicate, in writing, its disposition within five (5) working days of such hearing, and shall furnish a copy thereof to the LEAO and the original to the grievant.

Step 6. If the LEAO is not satisfied with the disposition of the grievance by the Board of Education, or if no disposition has been made within the period provided above, the grievance shall be submitted to arbitration within fifteen (15) working days. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. 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. The fees and expenses of the arbitrator shall be shared equally by the parties.

C. Powers of the arbitrator are subject to the following limitations:

1. The arbitrator shall have no power to establish rates of pay or to change any rates of pay.
2. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first render a decision as to the arbitrability thereof. Should the grievance be determined nonarbitrable, it shall be returned to the parties with no opinion on its merits.

D. The arbitrator shall have the authority, when sustaining a grievance for an employee who is found to have been unjustly discharged, to reinstate with full reimbursement of all

compensation. The arbitrator may also order that money or its equivalent be awarded to an employee who is found to have been improperly deprived of compensation or advantage.

E. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

F. Notwithstanding the expiration of this Agreement, any claim, or grievance arising thereunder, may be processed through the grievance procedure until resolution.

- G. 1. In the event the grievance procedure occurs during the work day, an employee who is directly involved in the grievance shall be excused with pay.
2. Directly involved, for purposes of this Agreement shall mean: The grievant or grievants, the LEAO representative or representatives and witnesses whose testimony is pertinent to the grievance.

ARTICLE VIII

COMPENSATION

A. All twelve (12) month employees shall receive their salary in bi-weekly installments.

B. Shift Premium. All employees working the afternoon shift receive a shift premium of five (5) percent of their gross pay. Midnight shift shall receive a shift premium of ten (10) percent of their gross pay.

C. Overtime.

1. All employees required to work overtime shall receive time and one-half for extra hours worked. Any employee required to work any Sunday or holiday shall receive double time for hours worked.
2. An employee called in from home for emergency duty shall be guaranteed at least three (3) hours pay and this time shall be counted as overtime.
3. Food service personnel will be paid time and one-half for projects not connected with the regular maintenance and preparation of the food service program, or for any hours worked beyond a forty (40) hour week.

D. Holidays.

The calendar of holidays for the years 1989-90, 1990-91, and 1991-92 are:

1. Food Service.

Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas
New Years
Good Friday
Memorial Day

2. Employees working less than twelve (12) months, excluding Food Service:

Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas (1989 will be used on Wednesday,
December 27)
Christmas
Day after Christmas
Day before New Years
New Years
Good Friday
Easter Monday
Memorial Day

3. Twelve Month Employees:

Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas (1989 will be used on Wednesday,
December 27)
Christmas
Day after Christmas
Day before New Years
New Years
Good Friday
Easter Monday
Memorial Day

4. A part time employee working full time during regular school vacation periods shall be paid in full for paid holidays falling during such time periods.

- F. 1. Upon resignation or retirement of the employee, beginning with the 25th month of service, the employer shall pay 25% of all unused sick leave, computed according to the pay rate at the time of resignation or retirement.
2. Upon retirement of the employee, who has completed at least 120 months of service, the employer shall pay 75% of all unused sick leave computed according to the pay rate at the time of retirement.

3. Upon death of the employee, the employer shall pay 50% of all unused sick leave, computed according to the pay rate at the time of death, to the employee's estate or beneficiary.
4. Upon retirement, death or resignation of the employee, the employer shall pay to the employee or the employee's estate 100% of all unused vacation days, computed according to the pay rate at the time of termination.

G. **Salary.** All employees in the bargaining unit shall receive an increase in their gross salary as specified in Appendix C. Increments shall be effective on July 1. Employees hired prior to January 1 shall move to Step II in July following their date of hire. The employee's hourly rate of pay shall be stated on each paycheck.

H. **Annual Longevity Pay.**

1. All eligible employees covered by this Agreement who are on the employer's active payroll as of the effective date of this Agreement shall be entitled to receive Longevity pay based on their length of continuous service as of their anniversary date with the employer according to the following rules and schedules of payment. Eligible employees shall be deemed to be employees with sixty (60) months of continuous service, as of their anniversary date.
 - a. At the beginning of the 61st month through the 120th month of service, two (2%) percent of the gross income will be paid, per year.
 - b. At the beginning of the 121st month through the 180th month of service, four (4%) percent of the gross income will be paid, per year.
 - c. At the beginning of the 181st month through the 240th month of service, six (6%) percent of the gross income will be paid, per year.
 - d. At the beginning of the 241st month of service, eight (8%) percent of the gross income will be paid, per year.

2. Longevity pay shall be computed as a percentage of the employee's hourly rate.
3. For purposes of this section, continuous service means service calculated from the employee's last hiring date as a regular employee and shall be broken by Quit-Discharge.
4. Employees shall not suffer a break in continuous service if they are absent from work due to layoff, physical disability or authorized leave of absence.

I. Mileage. Employees required to use their personal vehicle for business purposes, shall be reimbursed at the rate of twenty (.20) cents per mile.

J. 1. a. Hospitalization Insurance. Upon proper completion of written application by full time employees, the Board shall pay the premiums to cover the cost of MESSA's Super Care I with MESSA Care Rider or Blue Cross MVF2, Plan A. This insurance shall be a full twelve (12) month period and shall cover the employee's immediate family. If an employee leaves the employ of the school district, coverage shall be cancelled within thirty (30) days of the employees last day on the job (subject to applicable COBRA notice). When appropriate, medicare premiums will be paid on behalf of eligible employees, spouses and/or dependents.

b. For those members who apply and receive Super Care I health insurance coverage, the Board will pay the one hundred twenty (\$120) dollar deductible directly to the employee.

2. Hospitalization Option. In lieu of hospitalization insurance the employee may option to select one (1) of the following two (2) group option packages:

a.	MESSA	\$20,000 Life Insurance
	MESSA	Group Hospital Indemnity
	MESSA	Long Term Disability Insurance

or

b. A one thousand dollar (\$1,000) tax sheltered annuity (for a plan selected by the Board in five hundred dollar (\$500) stipends biannually).

An employee electing the option package and whose hours are cut so as to make them ineligible for part or all of the option package shall be allowed to option back to the regular Health Insurance Program at the time of such a cutback.

3. Dental Insurance. Upon proper completion of written application by full time employees, the Board shall pay the premiums to cover the cost of either MESSA/Delta Plan E 0-7 or MESSA/Delta Plan C 0-1 including internal and external coordination of benefits. The Board will pay the premium for an adult orthodontic rider for eligible employees.
4. Vision Care. Upon proper completion of written application by full time employees, the Board shall pay the premiums for MESSA Plan III full family vision care with internal and external coordination of benefits.
5. Life Insurance. For full time employees, the Board shall pay the premiums for a \$20,000 MESSA Life Insurance Policy.
6. For purposes of this article only, full time custodial and secretarial classifications shall be based on an eight (8) hour day. Full time for Food Services shall be based on a six (6) hour day.
 - a. Employees who work less than twenty-one (21) hours a week are not eligible to receive Board paid fringe benefits.
 - b. Those employees who work twenty-one (21) hours or more but less than full-time, who were employed in the bargaining unit on September 1, 1985, will continue to be eligible for Board paid premiums for full fringe benefits.
 - c. Employees hired after September 1, 1985, who work twenty-one (21) hours or more but less than full time will be eligible for prorated fringe benefits.
7. Open Enrollment.
 - a. Enrollment shall be as specified by the carrier.
 - b. Any employee on leave or layoff shall have the option of retaining their fringe benefits or any payroll deduction programs by paying the appropriate group fee to the Business Office monthly or, if appropriate, directly to the carrier(s). For employees on unpaid leave under provisions of Article XI G 1 below, the district shall continue to provide health insurance premium payments. The employee will be entitled to have monthly health insurance premium payments

continued for a number of months equal to the employee's years of service with the school district. Fractional years of service shall be rounded to the nearest full year.

- c. An employee is responsible for coverage application and/or notification of change in family status. Failure to apply for proper coverage and/or notification of change in family status is entirely the responsibility of the employee and shall not result in any cost or expense to the district. The employer shall provide all employees with a written reminder of this responsibility annually.
 - d. In the event an employee's out-of-district health insurance coverage is terminated, the employee must apply for insurance coverage no less than forty (40) days prior to termination of the insurance. Failure to apply in a timely manner may result in lapse of coverage between the out-of-district employer's insurance and Lincoln Schools' insurance.
8. Employee coverage for all insurance paid for by the Board shall be subject to the rules and regulations of the carrier.
9. a. Prohibition of Dual Coverage. It is understood that insurance coverage paid for by the District is not to provide double coverage for employees or their families. If an employee or their family is covered under another policy, the employee shall elect which coverage they wish to receive and must notify the District of the election. Falsification of information concerning double coverage may result in loss of insurance coverage for the employee and disciplinary action up to and including discharge.
- b. Hardship Committee. A committee composed of two members appointed by the Board and two members appointed by the union will be formed to review petitions from employees on a case-by-case basis who request consideration for exemption from the prohibition of dual coverage language.
- c. Exemption will not be considered merely because a spouse's employer requires the spouse to take an entire insurance package. Consideration will be given for serious reasons, including, but not limited to; if the spouse's insurance is minimal in nature and the spouse is required to take the insurance, if the spouse, because of impending retirement, is required to retain or resume coverage for a short period of time or if the spouse's health insurance (which the

spouse is required to take) does not provide for a benefit and the one thousand dollar (\$1,000) benefit noted in J 8 (a) above does not make up the difference.

- d. The Committee will make its recommendation to the Board. Prior to the Board reviewing the recommendation, the employee shall, within five (5) days of the Committee's recommendation, have the right to grieve the recommendation at the Superintendent's level. The final decision for the grievance and the recommendation shall rest with the Board.

The employee may not request arbitration for Committee, Administration or Board decisions regarding hardship requests.

ARTICLE IX

SENIORITY, LAYOFFS, REDUCTION OF STAFF

Prior to the implementation of any reduction in the bargaining unit's work force, the Board shall meet with the Union for purposes of discussing the specifics of the layoff. At that time, the Board shall furnish the Union with a current copy of the bargaining unit seniority list, a list of positions considered for elimination, and a list of employees to be laid off.

A. Seniority.

1. Seniority shall be defined as length of service within the district as of the employee's first working day. In the circumstance of more than one (1) individual beginning employment the same date, all individuals so affected will participate in a drawing to determine position of the seniority list.

An employee shall lose seniority rights if the employee retires, resigns, or is discharged.

2. Each new employee of the bargaining unit shall be considered a probationary employee for the first ninety (90) calendar days of employment as a regular employee. A probationary employee who was employed in the same position as a temporary employee immediately prior to being appointed a regular employee, shall have the probation period reduced by the length of the temporary employment in that position, not to exceed thirty (30) days.

On completion of the probationary period, the employee shall be placed on the seniority list of the bargaining unit and seniority shall start from the employee's last date of hire as a regular employee. "Last date of hire" shall mean the date on which the employee actually begins work, regardless of when such employee was advised that the employee was being hired, or had been hired.

3. An employee who was in the bargaining unit as of July 1, 1977, or thereafter, and who transfers to a position excluded from the bargaining unit, and who subsequently

returns to the bargaining unit shall have such seniority as held at the time of such transfer.

4. Dismissal of any employee shall be subject to the grievance procedure.
5. An employee who is on a leave or layoff without pay or who otherwise leaves the school payroll shall not accrue seniority during the period of such leaves of absence or layoff, but shall retain seniority accrued to the initial date of the approved leave of absence or layoff. When an employee returns from layoff or leave of absence, the employee's seniority date shall be adjusted on the seniority list provided in Section 7 below. Seniority of up to one (1) year shall accrue while an employee is on an approved medical leave.
6. An employee shall lose seniority if on layoff for a period of two (2) consecutive years.
7. Within sixty (60) days after the effective date of this Agreement, the school Business Office will provide a listing of all employees of the bargaining unit showing hire date, seniority date, and classification of each employee. This list shall be published by June 1 of every year, and distributed to each employee and the Union.
8. An employee who transfers or is promoted shall retain seniority in the former classification during the thirty (30) day probationary period of the new position. After completion of the probationary period in the new position, the accrued seniority will be transferred to the new position.
9. An employee on layoff may accrue seniority while working in another classification but such accrued seniority shall be recognized only in the employee's regular classification.

B. Layoff, Reduction of Staff.

1. Employees who are to be laid off shall be given no less than fourteen (14) calendar days written notice. Five (5) calendar days notice shall be given in case of employee work stoppage.
2. If a layoff becomes necessary, newly hired probationary employees shall be laid off first, district wide. If further layoff is necessary, layoff shall be according to seniority within each classification series to be affected. (Least senior employees shall be the first laid off.)

3. Whenever layoff occurs, the more senior employee shall be allowed to displace the least senior employee of equal hours within the employee's classification or within a lower classification or fill a vacancy within the employee's classification or within a lower classification providing the laid off employee is qualified to perform the work of the less senior employee of the vacant position. The more senior employee shall be allowed to displace the least senior employee working less than equal hours should an equal hour position be available within the employee's classification or within a lower classification.
4. A laid off employee may transfer to a vacancy in another classification series, provided the employee meets the stated qualifications.
5. Laid off employees shall be recalled in reverse order of layoff, but in all cases the most senior qualified laid off employee shall be recalled first.
6. Should the Board reinstate a position that had been eliminated, or fill a position that had been allowed to remain vacant, the employee who previously held said position, if not on layoff, shall be offered the position before it is offered to laid off employees.
7. An employee on scheduled layoff shall have the right to displace the least-senior employee of equal hours provided the senior employee is qualified to hold the position held by the displaced employee.
8. Notice of recall shall be sent by certified mail to the employee's last known address. The employee shall have ten (10) calendar days to report to work from the date that the notice was delivered to the employee's last known address.
9. For purposes of this section, classification series shall be designated in Appendix A.

ARTICLE X
QUALIFICATIONS AND POSTING

- A. A vacancy shall be defined for purposes of the Agreement, as a position previously held by an employee, or a newly created position within the bargaining unit.
- B. Whenever a vacancy occurs, the Personnel Office shall notify the LEAO and post the position within three (3) days. No vacancy shall be filled until it has been posted for ten (10) days and the position shall be filled within twenty (20) work days of the original posting. If the position is not filled within the specified time, there will be an immediate meeting between the Union and the Assistant Superintendent to show cause. Notice of such vacancy shall be sent to all employees including those on layoff, and shall be posted in all work stations.
- C. The Board declares its support of a policy of filling vacancies from within the classification. Therefore, applicants from the classification will receive first consideration over applicants equally qualified from outside the classification. Any vacancies filled from within the bargaining unit shall be on the basis of seniority and written qualifications as stated on the posting notice. This language is not meant to exclude anyone from other classifications from applying for any vacancy that may exist.

D. When an employee is hired or transferred to a new position and/or classification, the employer shall issue employment notice as outlined in Appendix I, with the original being retained by the employee, first copy to the Board, second copy to the LEAO secretary.

ARTICLE XI
PAID LEAVES

- A. Sick days shall accumulate at the rate of 1.25 days per month or fraction thereof, with accumulation to 200 days.

- B. Three (3) days of accumulated sick days may be used annually for personal business. It is understood that personal business days may be taken only in blocks of one-half (1/2) days. Personal business days may not be utilized to extend a vacation or for recreation purposes except with the approval of the Assistant Superintendent or designee.

- C. The Business Office shall maintain a sick leave record on all employees. Accumulated sick days and vacation days shall be stated on each paycheck. Each employee shall be given a record of accumulated sick and vacation leave yearly, as of May 1.

- D. Employees shall earn and accrue sick leave credit during the periods for which employees are on the payroll.

- E. Sick leave credit may be used for absence due to illness, injury or necessary medical attention for the employee, the employee's immediate family or death in the employee's immediate family. Immediate family shall be defined as: spouse, children, stepchildren, mother, father, brother, sister, grandparents,

grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and any other relative or non-relative living and residing in the employee's household.

For purposes of using accrued sick leave, pregnancy shall be treated like any other illness or disability.

The Board maintains the right to request a signed doctor's statement for absences that exceed three (3) consecutive dates.

- F. If an employee elects to use sick leave while off duty because of a compensable injury, (worker's compensation) and receive his regular earnings, such use may be only to the extent of the difference between the worker's compensation benefits and regular after-tax earnings. A pro rata amount will be deducted from the employee's sick leave accumulation. Should this supplemental payment be found to be subject to the coordination requirements of worker's compensation, such that the amount of worker's compensation benefit is reduced, the employee shall not be allowed the use of sick leave and shall receive only the worker's compensation benefit provided by that statute.

- G. 1. An employee who has used all sick leave credit and is unable to return to work shall be given a leave of absence for the duration of the disability.
2. An employee is allowed three (3) working days off with pay for a funeral or making necessary arrangements, of the

immediate family within a four (4) day period commencing with the date of death. For a funeral of anyone outside the immediate family, the employee is allowed one-half (1/2) day with pay. These days shall not be charged to employee's accumulated sick days or vacation days. New employees hired after July 1, 1985 will have the days charged to the employees accumulated sick days.

Immediate family shall be defined as described in Article XI, Section E.

ARTICLE XII
NON-SCHEDULED CLOSINGS

- A. If the school is temporarily closed due to power failure, Act of God, or any cause beyond the control of the employee, twelve (12) month employees shall be required to report to work unless otherwise notified through the bargaining unit phone fan out. Except for head custodians, twelve month employees need not report for two non-scheduled closing days each year. The employees will receive pay for those two days.

- B. Head custodians who are required to work on the "two non-scheduled closing days," shall be required to work up to a maximum of two (2) hours and shall be paid for one (1) additional hour.

- C. Snow removal personnel, if working while other employees are off, shall receive an extra half-hour pay for each hour worked. This would apply to other personnel requested to work by the employer.

- D. Scheduled days of student and/or teacher attendance that are cancelled because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, township, or state health authorities shall be rescheduled by the school district up to the state requirement of 180 days. Such rescheduling

shall not affect, or otherwise require an adjustment of salary, compensation or other benefits provided within this collective bargaining agreement. Employees not required to work on "Act of God" days will receive pay when the days are made up.

ARTICLE XIII

JURY DUTY

An employee who serves on jury duty shall be reimbursed on a bi-weekly basis, for the differences between the jury day stipend and the employee's regular salary for the days served. Employees, when summoned to jury duty, should respond to such summons and shall not be charged for days served.

ARTICLE XIV

LEAVE POLICY

Leaves of absence are provided to insure the retention of the employee's position even though the employee may be absent from work and without pay.

1. The Board, upon written request, shall grant a leave of absence which shall not be greater than twelve (12) months in length except when such leave is due to a disability under the terms of the Worker's Compensation Act, or on long term disability. Any extension of a leave of absence shall be subject to Board approval.
2. Leaves of absence shall not be approved for the assumption of other gainful employment.
3. A leave of absence may be considered and approved for reasons of:
 - a. Medical or health problems of self and/or immediate family.
 - b. Personal days beyond three (3) successive working days.
 - c. Military.
 - d. Advanced study.
 - e. Election to governmental office.
 - f. Child care.
 - g. Professional service.
4. Leaves of absence are not granted for an employee who is laid off.
5. Medical leaves of absence requests must be accompanied by a statement from a doctor.
6. Any employee drawing sick leave pay may request a leave of absence prior to the use of all accumulated sick leave.
7. a. On return to active employment, at the conclusion of a non-medical leave of absence, the returning employee

will be placed in the employee's former position if the position is unfilled by a regular employee and shall preempt said regular employee only if the seniority of the returning employee is greater. Otherwise, the returning employee shall be assigned to other duties in accordance with job qualifications and seniority.

- b. Employees returning from an approved medical leave of absence of less than a year will be placed in their former position. Seniority of up to a year may accrue while the employee is on an approved medical leave.
8. For leaves longer than six (6) months, the employee on leave shall give written notice of intent to the Board, thirty (30) days prior to the expiration date.
9. Leave Request form is attached in contract in Appendix "H".

ARTICLE XV
VACATION TIME

Vacation pay is based on an employee's months of continuous service and shall accrue in accordance with the following schedule:

1. One (1) day per month worked, or major fraction thereof, for the first twelve (12) months of continuous service. (10-12 days)
2. One and one-fourth (1 1/4) days per month beginning with the thirteenth (13) month of continuous service and continuing through the ninety-sixth (96) month of continuous service.
3. Beginning with the ninety-seventh (97) month of continuous service and continuing each year thereafter for continuous service, twenty (20) days per year shall be granted.
4. Part time employees shall accumulate vacation time and shall be paid for their vacation days at their daily rate.
5. If an employee is terminated prior to the completion of twelve (12) months of continuous service, the employee shall forfeit all rights to accrued vacation with pay. If by mutual arrangement, an employee was authorized to use vacation prior to the end of twelve (12) continuous months of employment, the employer is authorized to deduct the paid vacation pay from the employee's final salary payment.
6. An employee terminating after twelve (12) months of continuous service is entitled to all annual leave accrued to the date of termination.
7. Vacation pay of an employee is based on the current regular daily rate of pay, excluding shift premium or overtime pay.
8. All vacation shall be taken at the convenience of the employer and must have the approval of the employee's supervisor. The vacation period shall begin July 1 of each year and end on June 30 of the following year. All vacation rights accruing as of June 30 of any year must be utilized during the next vacation period. Any employee who fails to take vacation days within the next vacation period shall forfeit all rights to the vacation time, with the following exceptions:
 - a. If an employee is unable to use vacation time during the appropriate vacation period due to the employer's work requirement, the employee shall be permitted to

carry it over into the next vacation period and under no circumstances shall vacation time be forfeited.

- b. An employee with more than twelve (12) months of continuous service may utilize vacation during the year in which it is earned, providing it is satisfactory to both the employee and the employer.
 - c. The employer shall have the right to set up a vacation schedule and approve leave requests in a way to insure the continued operation of all the districts functions and facilities without interference.
9. An employee whose employment is terminated and later rehired will not carry over vacation time from the previous employment. An employee who is on leave without pay will not accrue vacation time while on leave, but will retain previously accrued vacation time.
10. An accounting of vacation time shall be made annually as of May 1 by the business office.

ARTICLE XVI

UNION MEMBER SELF IMPROVEMENTS

- A. 1. The parties support the principle of continuing education for employees in their professional organizations.
- 2. Any employee who enrolls in and successfully completes a course, program, or workshop, approved by the Board, shall receive full reimbursement for tuition, books, supplies, meals, lodging and transportation expenses.
- B. The Board shall provide funds to permit a minimum of one (1) conference day per employee, per year, to attend selected professional conferences with full expenses to be paid by the Board. Conferences which exceed 150 mile radius shall be subject to the approval of the Assistant Superintendent.
- C. The Board shall provide in-service time of a minimum of twenty (20) hours per year, and up to four (4) hours per month, contingent upon a program plan submitted to and approved by the joint committee for each session. Employees shall be paid for the time spent at in-service meetings.
- D. To plan the in-service programs, a six (6) person joint committee shall be established, composed of (1) three (3) members appointed by the employees; (2) three (3) members appointed by the Board. The in-service committee shall meet on the second Tuesday of each month and shall be responsible for planning and carrying out all in-service meetings.

ARTICLE XVII
PERSONNEL FILES

- A. All employees shall have the right to review the contents of their personnel file and all records of the Board pertaining to said individuals excluding confidential letters of reference secured from sources outside the school system and to have a LEAO representative present at such review.
- B. No material originating after the initial employment shall be placed in an employee's personnel record unless the employee has had an opportunity to review said material. The employee may submit a written notation regarding any material and same shall be attached to the material in question. If the employee believes the material placed, or to be placed, in the employee's file is inappropriate or in error, the employee may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the material shall be corrected or expunged from the file. If an employee is requested to sign material to be in the employee's file, such signature thereon shall be understood to indicate the employee's awareness of the material, but in no instance, shall said signature be interpreted to mean agreement with the material's content.
- C. For the purpose of assisting an employee or the LEAO, in the prosecution or defense of any contractual, administrative or legal proceeding, including, but not limited to grievances, the

Board shall permit an employee and/or LEAO representative access to, and the right to inspect and acquire copies of the employee's personnel file and any other files or records of the Board which pertain to the Union member or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

- D. Any records or positions compiled by the Board in preparation of its defense in any of the above issues on proceeding will be excluded. Such documents shall be submitted as exhibits at the appropriate level.

ARTICLE XVIII

DISCIPLINE, SUSPENSION AND DISCHARGE

- A. 1. No employee shall be discharged, disciplined without just cause, or deprived of advantages.
- 2. At the request of the employee, a Union representative may be present at discipline (reprimand), suspension and/or discharge proceedings for bargaining unit members, which are all to be held in private session.
- B. 1. Before an employee is to be disciplined, appropriate steps may be taken in an attempt to correct any deficiency before disciplinary action is required. If there is an alleged violation of any of the specific terms and conditions of this master agreement and/or written Board policy, management shall follow the progressive disciplinary procedure as outlined in this article.
- 2. The immediate supervisor shall handle Step 1-2; Assistant Superintendent shall handle Step 3-4; Superintendent shall handle step 5.

Step 1. Verbal inquiry of alleged violation and constructive discussion. If an employee is found to be in error, constructive suggestions shall be given.

Step 2. Verbal inquiry and discussion. If an employee is found to be in error, specific points shall be cited and a constructive written reprimand given. The original written reprimand shall be given to the employee and a copy shall be sent to the President of the LEAO. No record of this reprimand shall be placed in the employee's personnel file.

Step 3. Verbal inquiry and discussion. If the employee is found to be in error, specific points shall be cited and constructive written reprimand given. The original written reprimand shall be given to the employee, with a copy to the President of the LEAO and one (1) copy to be placed in the employee's personnel file and the employee may be suspended for up to one (1) day.

Step 4. Verbal inquiry and discussion. If the employee is found to be in error, specific points shall be cited and the employee may be suspended up to five (5) days.

Step 5. Verbal inquiry and discussion. If the employee is found to be in error, specific points shall be cited and the employee is subject to dismissal.

3. In cases of suspension or discharge, only information properly placed in the employee's central office personnel file, during the past three (3) school years shall be used.
- C.
1. Notice of suspension and discharge. The employer agrees, promptly upon the suspension or discharge of an employee to notify, in writing, the employee and a LEAO representative of the discharge or suspension. Said written notice shall contain the specific reason for the discharge or suspension.
 2. The discharged or suspended employee will be allowed to discuss the discharge or suspension with a LEAO representative and the employer will make available a meeting room where the employee may do so before the employee is required to leave the property of the employer.
- D.
- Appeal of suspension or discharge. Should the suspended or discharged employee or the LEAO President or designee consider the suspension or discharge to be improper, a complaint shall be presented, in writing, through the LEAO to the Superintendent within three (3) regularly scheduled working days of the suspension or discharge. The Superintendent, or designated representative will review the suspension or discharge and give an answer in writing three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union the matter shall be referred to Step 5 of the grievance procedure. If the results of Step 5 are not satisfactory to the Union, the matter shall be referred to Step 6 of the grievance procedure.

ARTICLE XIX

EVALUATIONS

- A. 1. Evaluation forms used shall be developed by management after consultation with the Union.
2. Evaluations should be based on the job description and performance of the employee.
3. Each employee's job performance shall be evaluated annually and shall be in writing.
4. The employee is to review the evaluation with an immediate supervisor. The employee may request that a Union representative be present at any evaluation proceeding.
5. The evaluation report shall be signed by the employee if it is acceptable. If the employee does not agree with the evaluation, the employee will be only required to initial it as evidence of having seen or read the evaluation report. In addition, space shall be provided on the evaluation form for employee comments.

B. An employee shall be give ten (10) days written notice prior to a meeting where an unsatisfactory rating is contemplated and shall be entitled to have an LEAO representative present.

C. If there is an unsatisfactory rating to be considered, or given, the following steps shall be followed:

Step 1. Before an employee is given a written unsatisfactory evaluation in job performance, the administrator shall meet with the individual at least one (1) month prior to such a rating being submitted in order to put the employee on notice that the job performance is not considered to be satisfactory and to discuss means of improvement. A written summary of such a conference shall be prepared by the immediate supervisor and given to the employee within two (2) work days with a copy submitted to the President of the LEAO.

Step 2. Annual job performance evaluation.

Step 3. If the employee receives an unsatisfactory rating, an evaluation shall be made sixty (60) days following the annual evaluation.

D. An employee deemed unsatisfactory, shall have the opportunity, if an opening exists or if another employee mutually agrees to exchange assignments for six (6) months to bring the employee's job performance up to a satisfactory condition. Employees in the Secretarial Series Classification shall be an exception to the mutually-agreed upon assignment exchange and an exchange shall be made only when the two (2) immediate supervisors mutually agree. If services are rated satisfactory at the end of the six (6) months period, the employee shall be retained in the current assignment. If the employee's services are rated unsatisfactory, a hearing shall be scheduled by the Office of the Personnel in accordance with the steps in Section B of this article.

E. Written job performance evaluations shall not contain reference to any prior infractions not previously brought to the attention of the employee.

ARTICLE XX
SAFETY PROVISIONS

- A. Management shall make reasonable provisions for the safety of its employees during the hours of employment and the employees shall comply with all safety rules established.

- B. Management shall provide safe, and healthful working conditions and shall provide the necessary protective devices and other equipment to protect the employees from injury and sickness, according to OSHA standards.

- C. No employee shall be ordered to or forced to use defective equipment of any nature when such defect could result in the employee's personal injury or destruction of property, or injury to another person.

- D. Safety shall be the rule at all times, and any defects of equipment shall be reported to management immediately. Defective equipment adversely affecting safety shall be removed from service until it is repaired and can be used in safe condition.

- E. Management shall provide directions for use of toxic and poisonous chemicals and proper storage for same in properly labeled containers.

- F. No employee shall be required to perform any duties or work on a ladder or scaffold if he must stand five feet or more from the floor or ground without the aid of a helper.
- G. No employee shall be required to install glass in outside windows without a helper where a ladder-scaffold is required.
- H. No employee shall be required to drive a vehicle that is unsafe or not road-worthy. Employees, who drive a vehicle and discover that it is unsafe or not road-worthy, are to report that repairs are needed.
- I. In the event a driver is authorized to use a vehicle owned by the school district and is ticketed by any police department for defective equipment, management shall pay for the ticket and make every effort to clear the employee's driving record.
- J. Protective clothing shall be provided to personnel when they perform maintenance work which could result in soiling or staining beyond that which could normally be cleaned by a home laundry. A smock will be provided to those secretaries required to work in situations that create a potential danger to their clothing, i.e. operating a mimeograph machine.
- K. No food service, secretarial or clerical employee shall be required to lift more than forty (40) pounds and arrangements will be made for handling of supplies in heavier packages.

L. There shall be at least one (1) regular, full time custodian in each building on the afternoon shift. In a building, where an afternoon custodian works alone, the swing-man shall be used as a substitute. If a swing-man is not available, an adult substitute shall be used.

M. No employee shall be required to work alone in a building after 10:00 p.m.

ARTICLE XXI

REST PERIOD AND FACILITIES FOR RELIEF TIME

- A. A fifteen (15) minute duty free paid rest period away from work station will be allowed during each four (4) hour work period scheduled as near as possible to the mid point of the period. A thirty (30) minute duty-free, uninterrupted unpaid lunch period will be provided. With prior supervisory approval an employee may extend their lunch up to sixty (60) minutes.
- B. Where available the Board shall provide in each school, adequate lunchroom, restroom and lavatory facilities exclusively for employees' use and at least one (1) room reasonably furnished shall be reserved for use as a lounge. Provisions for such facilities will be made in all future buildings.
- C. Lunch period schedules shall be determined by mutual agreement by the employee and the immediate supervisor.
- D. In cases where such exclusive facilities are not available, permission will be granted for use of existing but otherwise designated, facilities.
- E. For twelve (12) month employees, the summer work week schedule may be altered, subject to approval of the Assistant Superintendent, to allow an employee the choice between a four (4), ten (10) hour work day or five (5) eight (8) hour work

day. Schedules shall be arranged so that buildings are covered, Monday through Friday. Preferences on work weeks shall be granted according to seniority.

ARTICLE XXII

UNIFORMS

- A. All new employees in the Custodial, Maintenance, and Food Service classifications shall be provided with four (4) uniforms. All other employees, in the above-mentioned classifications, will be allowed three (3) uniforms per year. The Board shall select, purchase, and provide the uniforms. All maintenance personnel shall be provided with one (1) set of coveralls per year at no cost to the employee.
- B. Laundry services shall be provided by the Board and may be used at the option of the employees, if available.
- C. The Board expects those employees, who are provided uniforms, to wear such uniforms in the performance of their duties.

ARTICLE XXIII

INFORMATION

- A. The Board agrees to make available to the LEAO, in response to written request by its president, all information concerning the financial resources of the Board, including, but not limited to, annual reports and audits, register of personnel, tentative budgetary requirements and allocations (including County Allocation Board budgets), agenda and minutes of all Board meetings, treasurer's reports, census and membership date, names and addresses of all members of the bargaining unit, salaries paid thereto, and such other information as will assist the LEAO in developing intelligent, accurate, informed, and constructive programs on behalf of the LEAO. One (1) copy of any requested document will be provided without cost. Additional copies will be provided at the district's cost of duplication. Any request will not exceed a maximum of five (5) years of any given document.
- B. The LEAO shall have the opportunity for input concerning fiscal, budgetary or tax programs, construction programs and major revisions of policy where these areas directly effect the members of this bargaining unit. Such input shall occur prior to adoption and/or general publication.

ARTICLE XXIV

ASSOCIATION ACTIVITIES

- A. The LEAO and its representatives shall have the right to use school buildings at all reasonable hours for meetings which do not interfere with the assigned functions of the regular program. No charge shall be made for use of the buildings.

- B. Each department shall be provided with a mailbox, in each building, and the LEAO shall be granted the right to the use of inter-school mail service. All mail shall be clearly marked LEAO.

- C. Bulletin board space, in each building, shall be made available for the use of the LEAO and other established media of communication, such as telephone and public address system, during regular announcement times, shall be made available to the LEAO and its members.

- D. The LEAO shall be permitted to transact official LEAO business on school property at all reasonable times, outside of the employee's regular work schedule, provided that it shall not interfere with, or interrupt, normal operations.

- E. LEAO members shall have the right to distribute LEAO material to other employees so long as such distribution does not interfere

in the normal operation of the work area or an employee's job performance.

- F. The LEAO shall have use of school equipment, including typewriters, mimeograph machines, duplicating machines, copying machines, calculating machines, and audio-visual items, when such equipment is not otherwise in use. The LEAO shall pay for the reasonable cost of all materials and supplies incident to such use.

- G. Whenever the president of the local affiliate of the LEAO or designee is mutually scheduled, by the representative of the Board and the LEAO, during working hours, to participate in district conferences, meetings or negotiations, the employee shall suffer no loss of pay, and, when necessary, substitute service shall be provided.

- H. The rights granted herein to the LEAO shall not be granted or extended to other competing labor organization. This section does not in any way restrict the Board from carrying out its legal obligations.

ARTICLE XXV

UNION RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee shall have the right freely to organize, join, and support the LEAO for the purpose of engaging in collective bargaining or negotiations. As a duly elected body, exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act of other laws of Michigan, or the Constitution of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the LEAO, participation in any activities of the LEAO or collective negotiations with the Board; or institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment.
- B. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights under the Michigan General School Law, or applicable laws and regulations.

C. The LEAO recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and the Constitution of Michigan and the United States of America provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

D. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment to degree an appeal has been taken within the time provided for doing so, such provision shall be void and inoperative, however, all other provisions of this Agreement shall continue in effect.

ARTICLE XXVI

BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains their services unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws and Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees and the performance of their duties;
 2. To hire all employees and subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion and to promote and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules, regulations, and practices, shall be limited only to the specific and expressed terms of this Agreement.
- C. To change or introduce new or improved operations, methods, means or facilities.

ARTICLE XXVII

PRINTING OF AGREEMENT

Copies of this Agreement shall be reproduced at the expense of the Board within thirty (30) days after it is signed, and shall be presented to all employees now employed, or hereafter employed by the Board. The LEAO shall be provided with fifteen (15) copies at no charge.

ARTICLE XXVIII

REVISED JOBS AND NEW JOBS

In the event the employer changes a classification description or creates a new position which is not covered by an existing classification, the employer will notify the Union within two (2) working days of an official change, and provide a copy of the classification description of the new or revised position and pay grade. Upon request of the Union, within ten (10) working days, the employer will meet with the Union to discuss the classification and pay grade.

ARTICLE XXIX
SUBCONTRACTING

The Board agrees not to subcontract work normally performed by the members of the bargaining unit except in cases of emergency snow removal services or licensing requirements. This agreement shall be waived when subcontract work does not affect the bargaining unit.

ARTICLE XXX

OUTSIDE USE OF BUILDING AND FACILITIES

A. Whenever a building use permit is issued to a group for any activity, a custodian shall be on duty during the time the building is in use. The custodian shall be given the necessary time beyond regular working hours after such use to clean up and put equipment back in place for regular school use, to turn off unnecessary lights, and to secure the building. The additional time shall be approved by the custodial supervisor.

B. In instances in which a building is used by a school connected group, the need to have a custodian present may be waived when any of the following occurs:

1. An administrator is present.
2. A coach is present conducting a practice session.
3. The Recreation Director or assistant is present overseeing the recreation program.

If the need to have a custodian present is waived for any of the above reasons and the area needs to be cleaned and prepared for regular school use, a custodian may be assigned and shall have a minimum of two hours to do the job. The custodian may work up to three (3) hours with prior administrative approval.

C. When a custodian is assigned to an activity, the opening and closing of a building used by a group shall be that custodian's responsibility.

D. Whenever a school kitchen is used by an outside group, a qualified food service person shall be assigned to open, close and supervise the kitchen when machinery is to be used. Outside groups for purposes of this contract shall mean any assignment other than the normal school program.

E. Whenever the swimming pool is in use, a pool operator must be present.

ARTICLE XXXI
STRIKES AND LOCKOUTS

It is agreed on the part of the LEAO that there shall be no strike, stoppage of work or slow-down, and on the part of the Employer, no lockout, during the term of this Agreement.

APPENDIX A
CLASSIFICATIONS

CUSTODIAL SERIES

Classification I	-	Skilled Maintenance
Classification II	-	General Maintenance
Classification III	-	Head Custodian
Classification IV	-	Assistant Head Custodian
Classification V	-	Custodians, Van Driver
Classification VI	-	Laundry Person

SECRETARIAL SERIES

Classification I	-	Administrative Secretaries
Classification II	-	Building Secretaries
Classification III	-	Assistant Building Secretaries

AIDE SERIES

Classification I	-	Media Clerks
Classification II	-	Special Education Aides
Classification III	-	Classroom Teacher Aides (including Pre-Kndg. Aides)

CAFETERIA

Classification I	-	Head Cook/Manager
Classification II	-	Baker
Classification III	-	Assistant Cook
Classification IV	-	Food Servers

The listing of classifications shall not obligate the Board to fill any vacant classification, or to maintain a classification in any building.

APPENDIX B

JOB DESCRIPTIONS

CAFETERIA

Head Cook	General supervision of kitchen including food preparation as necessary, filing of necessary forms and other related duties as assigned by the food service director.
Baker	Bake all rolls, breads, desserts and any main dish requiring oven preparation and keep area clean. Help serve or clean as per individual kitchen scheduling.
Assistant Cook	Prepare salads, fruits, juices, butter patties and condiments according to daily menus. Serve food, run dishwasher, scrub pots and pans or act as cashier according to individual kitchen schedules. Clean areas used and serving area.
Food Servers	Serves food prepared in other kitchens.

MAINTENANCE

Skilled Maintenance	Specialized district maintenance tasks.
General Maintenance	General maintenance district tasks. Grounds care.
Head Custodian	General building, maintenance. Boiler operator. Custodian responsible for all custodial services in a given building.
Assistant Head	Afternoon shift custodian responsible for building clean up, minor repairs, evening activities, building security and other custodial personnel on duty.
Custodian	Minor repairs, general cleaning and building security.
Laundry Person	Laundry and laundry repair.
Van Driver	Mail, laundry or supply delivery, but shall not prohibit other bargaining unit members from driving school vehicles.

SECRETARIAL

Classification I
Administrative Secretaries

1. Take dictation and/or transcription and typing materials for administration.
2. Handle office routine and details on own initiative.
3. Prepare and execute data processing reports and schedules.
4. Schedule appointments.
5. Handle confidential materials.
6. Handle district wide responsibilities such as payroll, bookkeeping, purchasing, etc.
7. Class I is for a secretary requiring decision making and responsibilities as delegated by immediate supervisor.

Classification II
Building Secretaries

1. Take dictation and/or transfer written materials of administrator for transcription on typewriter.
2. Handle office routine and details on own initiative.
3. Schedule appointments.
4. Handle confidential materials.
5. Provide first-aid.
6. Other clerical duties as assigned.
7. Class II is for a secretary requiring decision making and responsibilities as delegated by immediate supervisor.

Classification III
Assistant Building Secretaries

1. Type and have bookkeeping knowledge to handle building records and accounts; also operate various types of office machines.
2. Handle confidential materials.
3. Handle office routine and details as instructed on own initiative.
4. Schedule appointments.
5. Serve as receptionist.
6. Other duties of a clerical nature as assigned.

AIDE SERIES

Classification I
Media Clerks

1. Type.
 2. Operate various office machines.
 3. Filing and record keeping.
 4. Other duties of a clerical nature as assigned by the librarian.
-

Classification II
Special Education Aides

1. Filing and record keeping.
2. Other duties as assigned by the Special Education teacher.

Classification III
Teacher Aides
(including Pre-Kindergarten)

1. Operate various office machines, duplicator, etc.
2. Other duties as assigned by classroom teacher.

The above is an illustrative summary of the types of duties and responsibilities associated with the various classifications.

APPENDIX C

WAGE SCHEDULE

Effective July 1, 1989

Secretarial Series	1989-1990		
	1	2	3
I Administrative Secretaries	9.70	10.85	11.56
II Building Secretaries	9.36	10.48	11.21
III Assistant Building Secretaries	9.36	10.11	10.88
HS/Comm. Ed. Night Clerk	8.33	8.83	9.36
Aide Series			
I Media Aides	8.66	9.04	9.41
II Special Education Aides	8.66	9.04	9.41
III Teacher Aides (Pre-Kndg.)	8.66	9.04	9.41
Custodial Series			
I Skilled Maintenance	11.56	12.33	13.11
II General Maintenance	10.89	11.69	12.47
III Head Custodian			
High School/Elementary	11.16	11.96	12.70
Junior High	10.89	11.69	12.47
IV Assistant Head Custodian			
High School/Elementary	10.37	11.16	11.93
Junior High	10.24	11.05	11.79
V Custodian/Van Driver	10.06	10.82	11.60
VI Laundry Person	8.02	8.36	8.76

Food Service Series

I	Head Cook/Manager	9.28	9.62	9.96
II	Baker	8.50	8.90	9.33
III	Assistant Cook	8.02	8.36	8.76
IV	Food Servers	6.25	6.55	6.85

Probationary employees shall receive \$.25 less per hour than the applicable rate of pay for their classification.

APPENDIX C

WAGE SCHEDULE

Effective July 1, 1990

Secretarial Series	1990-91		
	1	2	3
I Administrative Secretaries	10.28	11.50	12.25
II Building Secretaries	9.92	11.10	11.88
III Assistant Building Secretaries	9.92	10.71	11.53
Aide Series			
I Media Aides	9.17	9.58	9.97
II Special Education Aides	9.17	9.58	9.97
III Teacher Aides (Pre-Kndg.)	9.17	9.58	9.97
Custodial Series			
I Skilled Maintenance	12.25	13.06	13.89
II General Maintenance	11.54	12.39	13.21
III Head Custodian			
High School/Elementary	11.82	12.67	13.46
Junior High	11.54	12.39	13.21
IV Assistant Head Custodian			
High School/Elementary	10.99	11.82	12.64
Junior High	10.85	11.71	12.49
V Custodian/Van Driver	10.66	11.46	12.29
VI Laundry Person	8.50	8.86	9.28

Food Service Series

I	Head Cook/Manager	9.83	10.19	10.55
II	Baker	9.01	9.43	9.88
III	Assistant Cook	8.50	8.86	9.28
IV	Food Servers	6.62	6.94	7.26

Probationary employees shall receive \$.25 less per hour than the applicable rate of pay for their classification.

APPENDIX C

WAGE SCHEDULE

Effective July 1, 1991

Secretarial Series	1991-92		
	1	2	3
I Administrative Secretaries	10.89	12.19	12.98
II Building Secretaries	10.51	11.76	12.59
III Assistant Building Secretaries	10.51	11.35	12.22
Aide Series			
I Media Aides	9.72	10.15	10.56
II Special Education Aides	9.72	10.15	10.56
III Teacher Aides (Pre-Kndg.)	9.72	10.15	10.56
Custodial Series			
I Skilled Maintenance	12.98	13.84	14.72
II General Maintenance	12.23	13.13	14.00
III Head Custodian			
High School/Elementary	12.52	13.43	14.26
Junior High	12.23	13.13	14.00
IV Assistant Head Custodian			
High School/Elementary	11.64	12.52	13.39
Junior High	11.50	12.41	13.23
V Custodian/Van Driver	11.29	12.14	13.02
VI Laundry Person	9.01	9.39	9.83

Food Service Series

I	Head Cook/Manager	10.41	10.80	11.18
II	Baker	9.55	9.99	10.47
III	Assistant Cook	9.01	9.39	9.83
IV	Food Servers	7.01	7.35	7.69

Probationary employees shall receive \$.25 less per hour than the applicable rate of pay for their classification.

APPENDIX D

GRIEVANCE FORM

LINCOLN EDUCATION ASSOCIATES ORGANIZATION

Grievance no. _____

EMPLOYEE INFORMATION

DISTRIBUTION:

Name _____ Date _____

Home Phone _____

Job Classification _____

Dept. _____ Building _____

- Supervisor
- Party or Parties
- Area Representative
- LEAO President
- Grievance Chairperson
- Assistant Superintendent
- or designee
- Superintendent

A. Date Cause of Grievance Occurred _____

B. Contract Article(s) Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature of Aggrieved
Party or Parties

Date

E. Date Received by Supervisor _____

Signature

Date

F. Disposition by Supervisor _____

G. Date Received by Ass't. Supt.
or designee _____

Signature

Date

H. Disposition by Ass't Supt. or designee _____

I. Date Received by Superintendent _____

Signature

Date

J. Disposition by Superintendent _____

K. Date Received by Board _____
Signature _____ Date _____

L. Disposition by Board _____

APPENDIX E
LINCOLN CONSOLIDATED SCHOOLS
PERSONAL LEAVE NOTIFICATION

I should like to notify you of personal leave.

Date and time: _____

Is a substitute needed: Yes _____ No _____

Signature of Employee: _____

Employee has used _____ days of Personal Leave this year.

This request must be in the office of the Assistant Superintendent at least two (2) days prior to the beginning of the leave, except in cases of emergency.

Assistant Superintendent

APPENDIX F
LINCOLN CONSOLIDATED SCHOOL
VACATION LEAVE REQUEST

Date _____

I would like vacation time the following dates:

1st choice: _____

2nd choice: _____

3rd choice: _____

I understand those with the longest service will have first choice of dates.

Supervisor's Signature

Applicant's Signature

VACATION LEAVE REQUEST

Name _____

() Dates Approved: _____

() Disapproved

Comment: _____

Assistant Superintendent

This request will be returned through your supervisor.

APPENDIX G

LINCOLN CONSOLIDATED SCHOOLS

REQUEST TO ATTEND A PROFESSIONAL CONFERENCE

Name

School

Position

INCLUSIVE DATES OF LEAVE		TOTAL WORKING HOURS ABSENT
Beginning Date and Hour	Ending Date and Hour	
/	/	/
/	/	/
/	/	/

THE PURPOSE OF THE CONFERENCE IS AS FOLLOWS: _____

LOCATION OF THE CONFERENCE: _____

DATE: _____ SIGNATURE _____

DATE: _____ APPROVAL OF SUPERVISOR _____

THIS REQUEST IS _____

DATE _____
Assistant Superintendent's Signature

Application for conference attendance must be made at least five (5) working days prior to the beginning of the conference.

If expenditures are involved, a completed application for travel must be included with this form.

The applicant will be notified of final action on the request.

APPENDIX H
LINCOLN CONSOLIDATED SCHOOLS
LEAVE REQUEST FORM

- () Medical or health problems of self and/or immediate family
- () Personal days beyond three (3) successive working days
- () Military
- () Study
- () Governmental
- () Leave for purposes of child care
- () Professional service

From: _____ To: _____
Starting Date Ending Date

REASON FOR LEAVE REQUEST: _____

Date Employee's Signature

NAME _____

() APPROVED () DISAPPROVED

COMMENTS _____

Signature

APPENDIX I
EMPLOYMENT NOTICE

NAME _____

DATE _____

ADDRESS _____

PHONE _____

DATE OF HIRE: _____

JOB CLASSIFICATION _____

RATE OF PAY _____

HOURS PER WEEK _____

STATUS OF EMPLOYMENT:

- () SUBSTITUTE
- () TEMPORARY
- () PART TIME
- () FULL TIME

CONDITIONS OF SPECIAL EMPLOYMENT: _____

() FRINGE BENEFITS WILL BE PAID TO THE ABOVE EMPLOYEE
THE BARGAINING UNIT IS LINCOLN EDUCATION ASSOCIATES ORGANIZATION

Employer

Employee

Date

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1989 and shall continue in effect through June 30, 1992. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an Agreement of the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

FOR THE LEAO

Spencer McMahon 3/6/90
James Haskins 3/6/90

FOR THE LINCOLN BOARD OF EDUCATION

Norma Blake 3/6/90

