
**2014 – 2016
COLLECTIVE
BARGAINING
AGREEMENT**



**BETWEEN THE
BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE
CITY OF LINCOLN PARK
AND THE
A.F.S.C.M.E. COUNCIL 25, LOCAL 849**

TABLE OF CONTENTS

AGREEMENT	1
PURPOSE AND INTENT	2
ARTICLE 1: RECOGNITION	3
1.100 EMPLOYEES COVERED	3
ARTICLE 2: AID TO OTHER UNIONS	4
ARTICLE 3: UNION SECURITY	5
3.110 MODIFIED UNION SHOP	5
3.120 AGENCY PROVISION	5
ARTICLE 4: CHECK-OFF OF UNION DUES – EMPLOYEE’S AUTHORIZATION	6
4.100 UNION DUES AND INITIATION FEES	6
4.110 PAYMENT BY CHECK-OFF OR DIRECT TO UNION	6
4.120 DEDUCTIONS	6
4.130 DELIVERY OF EXECUTED AUTHORIZATION OF CHECK-OFF FORM	6
4.140 WHEN DEDUCTIONS BEGIN	6
4.150 DELIVERY OF ADDITIONAL CHECK-OFF FORMS	7
4.160 REFUNDS	7
4.170 TERMINATION OF CHECK-OFF	7
4.180 DISPUTES CONCERNING CHECK-OFF	7
4.200 REMITTANCE OF DUES TO FINANCIAL OFFICER	7
4.300 LIMIT OF EMPLOYER’S LIABILITY	8
4.400 DISPUTES CONCERNING MEMBERSHIP	8
ARTICLE 5: REPRESENTATION	9
5.100 NUMBER OF REPRESENTATION AREAS	9
5.200 STEWARDS AND ALTERNATE STEWARDS	9
5.300 SPECIAL CONFERENCES	9
5.400 NEGOTIATING COMMITTEE	10
5.500 GRIEVANCE REPRESENTATION	10
ARTICLE 6: GRIEVANCE PROCEDURE	11
6.100 DEFINITION	11
6.200 WRITTEN PROCEDURE	11
6.300 STEP ADVANCE	12
6.400 TIME LIMITS	12
6.500 UNION REPRESENTATION	13
6.600 SETTLEMENT IMPLEMENTATION	13
6.700 SIMILAR GRIEVANCE	13

ARTICLE 7: DISCHARGE AND DISCIPLINE.....	14
7.100 DISCIPLINARY PROCEDURE.....	14
7.200 PROBABLE CAUSE.....	14
7.300 NOTICE OF DISCHARGE OR DISCIPLINE.....	15
7.400 APPEAL OF DISCIPLINE OR DISCHARGE.....	15
7.500 USE OF PAST RECORD.....	16
7.600 PERSONNEL FILE.....	16
ARTICLE 8: SENIORITY – EARNING, LOSING, OUT OF UNIT.....	17
8.100 DEFINITION.....	17
8.200 PROBATIONARY EMPLOYEES.....	17
8.300 UNION OFFICERS.....	18
8.310 SENIORITY OF STEWARDS.....	18
8.320 SENIORITY OF OFFICERS.....	18
8.400 SHIFT PREFERENCE.....	18
8.500 OUT OF BARGAINING UNIT.....	18
8.600 SENIORITY LISTS.....	18
8.700 LOSS OF SENIORITY.....	19
ARTICLE 9: PROMOTIONS, TRANSFERS, VACANCIES.....	20
9.100 PROMOTIONS.....	20
9.200 WORKING OUT OF CLASSIFICATION.....	21
9.300 TRANSFERS.....	21
9.310 TEMPORARY TRANSFERS.....	21
9.320 WORK LOCATION TRANSFER.....	21
9.400 VACANCIES.....	22
9.500 PARAPROFESSIONALS.....	23
ARTICLE 10: HOURS – SHIFT PREMIUM.....	24
10.100 HOURS.....	24
10.200 LUNCH PERIODS - COFFEE BREAKS.....	24
10.300 SHIFT PREMIUM.....	24
10.400 CLOSED SCHOOL HOURS.....	25
10.500 TEMPORARY - STUDENT EMPLOYEES.....	25
10.600 OUTSIDE EMPLOYEE HOURS.....	25
10.700 SUMMER WORK PREFERENCE.....	25
10.800 BOARD AGENDA.....	25
ARTICLE 11: OVERTIME AND EQUALIZATION OF OVERTIME.....	26
11.100 DEFINITION.....	26
11.200 RATE – REGULAR AND HOLIDAY.....	26

11.300 EQUALIZATION PROCEDURE	26
ARTICLE 12: LAY-OFF AND RECALL	28
12.100 LAY-OFF PROCEDURES.....	28
12.200 RECALL PROCEDURES	28
ARTICLE 13: RATES AND CLASSIFICATIONS	30
13.100 POSITION CLASSIFICATIONS The following job classifications are hereby established:.....	30
13.200 NEW CLASSIFICATION.....	31
13.300 PROCEDURES	32
ARTICLE 14: SICK LEAVES/LEAVES OF ABSENCE.....	33
14.100 SICK LEAVE.....	33
14.200 ON-THE-JOB INJURIES	34
14.300 PAID LEAVES.....	34
14.310 FUNERAL LEAVE	34
14.320 JURY DUTY	34
14.330 PERSONAL BUSINESS LEAVE	35
14.340 UNION LEAVE	35
14.400 UNPAID LEAVES.....	36
14.500 EXTENDED SICK LEAVE	36
14.600 LEAVE FOR UNION BUSINESS.....	36
14.700 MATERNITY LEAVE.....	36
14.800 VETERANS	37
14.830 VETERANS LAW	37
14.900 EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.....	37
ARTICLE 15: VACATIONS	39
15.100 EARNING	39
15.200 RATE DURING VACATION	39
15.300 VACATION PERIOD	40
ARTICLE 16: HOLIDAYS	41
16.100 HOLIDAYS.....	41
16.200 HOLIDAY PAY RATE	42
ARTICLE 17: INSURANCE COVERAGE	43
17.100 HOSPITALIZATION COVERAGE.....	43
17.200 DENTAL COVERAGE	44
17.300 OPTICAL COVERAGE.....	45
17.400 LIFE COVERAGE	45
17.500 NEW EMPLOYEES.....	45
17.600 LONG TERM & SHORT TERM DISABILITY INSURANCE	45

17.700 FLEX SPENDING & 26 PAY OPTION	45
ARTICLE 18: MILEAGE - ALLOWANCES - REIMBURSEMENTS	46
18.100 LICENSES	46
18.200 MILEAGE	46
18.300 COMPENSATORY ALLOWANCE	46
18.400 TUITION REIMBURSEMENT	46
18.500 REQUIRED MEDICAL TEST	46
18.600 CLOTHING ALLOWANCE	47
18.700 EMPLOYEE DRESS	47
ARTICLE 19: LONGEVITY	48
19.100 LONGEVITY	48
ARTICLE 20: GENERAL PROVISIONS	49
20.100 BULLETIN BOARDS	49
20.200 UNION USE OF SCHOOL PREMISES	49
20.300 SUPPLEMENTAL AGREEMENTS	49
20.400 ACT OF GOD DAYS	49
20.500 WORKING CONDITIONS	49
20.520 JOINT SAFETY COMMITTEE	49
20.530 TRANSPORTATION OF STUDENTS	50
20.600 SX/IAI PARA PROS	50
ARTICLE 21: EMPLOYEE RIGHTS AND RESPONSIBILITIES	51
ARTICLE 22: BOARD RIGHTS AND RESPONSIBILITIES	52
ARTICLE 23: TERMINATION AND MODIFICATION OF AGREEMENT	53
23.130 NOTICE OF TERMINATION OR MODIFICATION	53
23.140 AUTOMATIC IMPROVEMENT	53
PART-TIME CAFETERIA NON-WAGE PROVISIONS	55
ARTICLE P1: REPRESENTATION	56
P1.100 STEWARDS AND ALTERNATE STEWARDS	56
P1.200 SPECIAL CONFERENCES	56
P1.300 NEGOTIATING COMMITTEE	56
P1.400 GRIEVANCE REPRESENTATION	57
ARTICLE P2: UNION SECURITY	58
P2.110 MODIFIED UNION SHOP	58
P2.120 AGENCY PROVISION	58
ARTICLE P3: PROMOTIONS/TRANSFERS	59
P3.100 PROMOTIONS	59
P3.200 WORKING OUT OF CLASSIFICATION	60

P3.300 TRANSFERS.....	60
<i>P3.310 TEMPORARY TRANSFERS.....</i>	<i>60</i>
<i>P3.320 WORK LOCATION TRANSFER</i>	<i>60</i>
P3.400 VACANCIES.....	60
ARTICLE P4: HOURS.....	62
P4.100 TEMPORARY-STUDENT EMPLOYEES.....	62
P4.200 OUTSIDE EMPLOYEE HOURS.....	62
ARTICLE P5: LAY-OFF AND RECALL.....	63
P5.100 LAY-OFF PROCEDURES	63
P5.200 RECALL PROCEDURES.....	63
ARTICLE P6: RATES AND CLASSIFICATION	65
P6.100 NEW CLASSIFICATION.....	65
<i>P6.110 RATES FOR NEW JOBS.....</i>	<i>65</i>
P6.200 PROCEDURES.....	65
ARTICLE P7: LEAVES OF ABSENCE	66
P7.100 REPORTING ABSENCE.....	66
P7.200 JURY DUTY	66
P7.300 MATERNITY LEAVE	66
P7.400 UNION LEAVE	66
P7.500 UNPAID LEAVES	66
P7.600 LEAVE FOR UNION BUSINESS.....	67
P7.700 VETERANS.....	67
<i>P7.730 VETERANS LAW</i>	<i>67</i>
<i>P7.740 EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS</i>	<i>68</i>
P7.800 BEREAVEMENT	68
ARTICLE P8: GENERAL PROVISIONS.....	69
P8.100 BULLETIN BOARDS.....	69
P8.200 UNION USE OF SCHOOL PREMISES.....	69
P8.300 SUPPLEMENTAL AGREEMENTS.....	69
P8.400 ACT OF GOD DAYS/PAID HOLIDAYS.....	69
P8.500 UNIFORMS.....	70
GREAT START READINESS PROGRAM (GSRP).....	71
ARTICLE G1: RECOGNITION	72
G1.100 EMPLOYEES COVERED.....	72
ARTICLE G2: PURPOSE AND INTENT	73
ARTICLE G3: UNION SECURITY.....	74
<i>G3.110 MODIFIED UNION SHOP</i>	<i>74</i>

<i>G3.120 AGENCY PROVISION</i>	74
ARTICLE G4: UNION DUES & INITIATION FEES	75
G4.100 PAYMENT BY CHECK-OFF OR DIRECT TO UNION	75
G4.200 DEDUCTIONS	75
G4.300 DELIVERY OF EXECUTED AUTHORIZATION OF CHECK-OFF FORM	75
G4.400 WHEN DEDUCTIONS BEGIN	75
G4.500 DELIVERY OF ADDITIONAL CHECK-OFF FORMS	75
G4.600 REFUNDS	76
G4.700 TERMINATION OF CHECK-OFF	76
G4.800 DISPUTES CONCERNING CHECK-OFF	76
<i>G4.810 REMITTANCE OF DUES TO FINANCIAL OFFICER</i>	76
<i>G4.820 LIMIT OF EMPLOYER'S LIABILITY</i>	76
<i>G4.830 DISPUTES CONCERNING MEMBERSHIP</i>	77
ARTICLE G5: GENERAL PROVISIONS	78
G5.300 ASSAULT UPON AN EMPLOYEE	78
G5.400 HEALTH AND SAFETY	78
G5.700 UNION RIGHTS	79
G5.900 PERSONNEL FILES	79
ARTICLE G6: REPRESENTATION	80
ARTICLE G7: HOURS OF EMPLOYMENT	81
G7.100 HOURS	81
G7.200 LUNCH PERIOD – COFFEE BREAK	81
G7.300 OVERTIME	81
G7.400 ACT OF GOD DAYS	81
G7.500 HOURS OF EMPLOYMENT	81
ARTICLE G8: WORKING CONDITIONS	83
G8.100 TELEPHONE USE	83
G8.200 UNION USE OF SCHOOL FACILITIES	83
G8.300 UNION USE OF INTER-SCHOOL MAIL SERVICE AND FAX	83
ARTICLE G9: SENIORITY	84
G9.100 DEFINITION	84
G9.200 PROBATIONARY EMPLOYEES	84
G9.300 LOSS OF SENIORITY	84
G9.400 PROMOTIONS/VACANCIES	85
G9.500 TRANSFERS	86
<i>G9.510 TEMPORARY TRANSFERS</i>	86
<i>G9.520 LATERAL TRANSFERS</i>	86

G9.600	TEMPORARY ASSIGNMENTS	87
G9.700	TRIAL PERIOD CONDITIONS.....	87
G9.800	NEW AND ADDITIONAL POSTINGS	87
G9.900	RATES FOR NEW JOBS.....	87
ARTICLE G10:	LAYOFFS AND RECALL.....	88
ARTICLE G11:	EVALUATIONS	90
ARTICLE G12:	SPECIAL CONFERENCES	91
ARTICLE G13:	STEWARDS	92
ARTICLE G14:	GRIEVANCE PROCEDURE.....	93
G14.100	DEFINITION	93
G14.200	WRITTEN PROCEDURE	93
G14.300	STEP ADVANCE	94
G14.400	TIME LIMITS.....	94
G14.500	UNION REPRESENTATION.....	95
G14.600	SETTLEMENT IMPLEMENTATION.....	95
G14.700	SIMILAR GRIEVANCE	95
ARTICLE G15:	SICK LEAVES / LEAVES OF ABSENCE	96
G15.100	SICK LEAVE	96
G15.200	ON-THE-JOB INJURIES	96
G15.300	PAID LEAVES.....	97
<i>G15.310</i>	<i>FUNERAL LEAVE</i>	<i>97</i>
<i>G15.320</i>	<i>JURY DUTY</i>	<i>97</i>
<i>G15.330</i>	<i>UNION LEAVE.....</i>	<i>97</i>
G15.400	UNPAID LEAVES.....	97
<i>G15.410</i>	<i>EXTENDED SICK LEAVE</i>	<i>97</i>
<i>G15.420</i>	<i>LEAVE FOR UNION BUSINESS.....</i>	<i>98</i>
<i>G15.430</i>	<i>FAMILY LEAVE</i>	<i>98</i>
<i>G15.440</i>	<i>VETERANS.....</i>	<i>98</i>
G15.441	VETERANS LAW.....	99
G15.442	EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.....	99
ARTICLE G16:	HEALTH INSURANCE COVERAGE	100
ARTICLE G17:	HOLIDAYS	101
G17.100	FULL-TIME EMPLOYEES.....	101
G17.200	EMPLOYEES WORKING LESS THAN 35 HOURS.....	101
ARTICLE G18:	MISCELLANEOUS	103
G18.100	FINANCIAL INFORMATION	103
G18.200	MISCELLANEOUS COMPENSATION – PERSONAL EXPENSES.....	103

G18.300 MILEAGE ALLOWANCE REIMBURSEMENT	103
G18.400 TUITION REIMBURSEMENT	103
G18.500 RETIREMENT	103
ARTICLE G19: GENERAL PROVISIONS	104
G19.100 SUPPLEMENTAL AGREEMENTS.....	104
ARTICLE G20: RIGHTS AND RESPONSIBILITIES.....	105
G20.100 EMPLOYEE RIGHTS AND RESPONSIBILITIES.....	105
G20.200 BOARD RIGHTS AND RESPONSIBILITIES.....	105
ARTICLE G21: TERMINATION AND MODIFICATION OF AGREEMENT.....	106
ARTICLE G22: RATES AND CLASSIFICATIONS	107
ARTICLE G23: JOB DESCRIPTIONS	108
SCHEDULE A: HOURLY PAY RATES	109
SIGNATURES.....	114

AGREEMENT

This Agreement entered into this 19th day of March, 2013, between the Board of Education for the School District of the City of Lincoln Park (hereinafter referred to as the (“Employer”)) and the American Federation of State, County and Municipal Employees, and Council 25 and its affiliate Local Union #849 (hereinafter referred to as the (“Union”)).

PURPOSE AND INTENT

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

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

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

ARTICLE 1: RECOGNITION

1.100 EMPLOYEES COVERED

- 1.110 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described below.
- 1.120 Further, pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all permanent part-time employees (working less than four (4) hours) employed by the Lincoln Park Public Schools Cafeteria Food Program at the Lincoln Park High School. For the purpose of this Agreement, this group is defined as: Kitchen Helpers, Part-time Kitchen Helpers, Food Service Handlers, Cashiers, and GSRP are recognized as separate units of this Agreement.
- 1.130 It is understood that the following employees in the Lincoln Park School District are excluded from this contract: noon aids, crossing guards, confidential secretaries.

ARTICLE 2: AID TO OTHER UNIONS

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

ARTICLE 3: UNION SECURITY

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

3.110 MODIFIED UNION SHOP

Each employee who, on the effective date of this Agreement is a member of the Union, shall, as a condition of employment, maintain his/her membership in the Union. Each employee hired on or after the execution of this Agreement shall, as a condition of employment, become a member of the Union thirty (30) days after his/her hiring date or the effective date of this Agreement, whichever is later, and maintain membership in the Union, or shall fulfill the requirements of Section 3.120 of this Agreement. Employees who fail to comply with this requirement shall be discharged by the employer within thirty (30) days after receipt or written notice to the Employer from the Union.

3.120 AGENCY PROVISION

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

ARTICLE 4: CHECK-OFF OF UNION DUES – EMPLOYEE’S AUTHORIZATION

4.100 UNION DUES AND INITIATION FEES

4.110 PAYMENT BY CHECK-OFF OR DIRECT TO UNION

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

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

4.120 DEDUCTIONS

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

4.130 DELIVERY OF EXECUTED AUTHORIZATION OF CHECK-OFF FORM

A properly executed copy of such Authorization for Check-off of Dues Form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-off of Dues Forms which have been properly executed and are in effect. Any Authorization for Check-off of Dues Form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.

4.140 WHEN DEDUCTIONS BEGIN

Check-off deductions under all properly executed Authorization for Check-off of Dues Forms shall become effective at the time the application is tendered to the Employer and shall be deducted from the first (1st) and second (2nd) pay of the month each month thereafter.

4.150 DELIVERY OF ADDITIONAL CHECK-OFF FORMS

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

4.160 REFUNDS

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

4.170 TERMINATION OF CHECK-OFF

An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

4.180 DISPUTES CONCERNING CHECK-OFF

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

4.200 REMITTANCE OF DUES TO FINANCIAL OFFICER

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

4.300 LIMIT OF EMPLOYER'S LIABILITY

The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Union will protect and save harmless the employer from any and all claim, demands, suits and other forms of liability by reason of action taken or not taken by the employer for the purpose of complying with this Article.

4.400 DISPUTES CONCERNING MEMBERSHIP

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

ARTICLE 5: REPRESENTATION

5.100 NUMBER OF REPRESENTATION AREAS

5.110 The number of units in the bargaining unit will be listed in Article 13 of this Agreement. The Employer and the Union may address this topic from time to time by agreement.

5.120 It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

5.200 STEWARDS AND ALTERNATE STEWARDS

5.210 In each area employees shall be represented by one (1) Steward, or an Alternate Steward in the absence of the Steward, who shall be a regular employee and working in the area.

5.220 The Stewards, or the Alternate Stewards in the absence of the Stewards, during their working hours, without loss of time or pay, may, in accordance with the terms of this section, investigate and present grievances to the Employer, upon having advised their principal of same. The immediate Supervisor will grant permission and provide sufficient time to the Stewards to leave their work for these purposes. The privilege of Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; the Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

5.300 SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least three (3) but not more than five (5) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be

confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. Such meetings may be attended by a representative of the Council or a representative of the International Union.

5.400 NEGOTIATING COMMITTEE

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

5.500 GRIEVANCE REPRESENTATION

5.510 The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

5.520 The Local President or his/her representative shall be allowed time off his/her job without loss of time or pay to investigate a grievance he/she is to discuss with the Employer. The Employer will grant him/her permission to leave his/her work for this purpose.

ARTICLE 6: GRIEVANCE PROCEDURE

6.100 DEFINITION

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

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

6.200 WRITTEN PROCEDURE

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

Step 1: Within twenty (20) working days of the occurrence of the facts on which the grievance is based, the Union will file a written grievance on the accepted grievance form for the employee with his/her immediate Supervisor. The immediate Supervisor will give a written reply within seven (7) working days after the grievance is received.

Step 2: Within five (5) working days after delivery of the Supervisor's decision, the grievance may be appealed to the Superintendent. The appeal shall be in writing and shall set forth specifically the alleged violation of the contract provision on which the grievance is based. Within twenty (20) working days after delivery of the appeal, the Superintendent, or designee, shall investigate the grievance and shall communicate a decision, in writing, together with supporting reasons, to the Union. As a part of the Superintendent's investigation, the Superintendent, or designee shall arrange for a hearing to be attended by no more than three (3) Union representatives.

Step 3: If the Union is dissatisfied with the decision of the Superintendent or his/her designee, either the Union or the Board may request, in writing to the other, that the matter be submitted to non-binding mediation with the Michigan Employment Relations Commission. Such request for mediation must be made no more than twenty (20) workdays after delivery of the Superintendent's disposition. For mediation to occur, the mediation request must be agreed upon in writing by the other party not more than ten (10) workdays following receipt of the request.

Step 4: If the Union is dissatisfied with the decision of the Superintendent or his/her designee, or if the mediation process does not resolve the grievance, the Union may refer the matter to arbitration by delivering written notice of its filing with the American Arbitration Association to the Superintendent within forty-five (45) working days after the Union's receipt of the decision of the Superintendent or his/her designee or within thirty (30) days of the termination of the mediation process. The arbitrator shall be selected from the panel of arbitrators furnished by the American Arbitration Association, and the arbitration shall be conducted under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the Board of Education and the Union. The arbitrator shall confine his/her decision to the sole question of whether or not there has been a violation of the Agreement and, if he/she finds a violation, the appropriate relief.

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

6.300 STEP ADVANCE

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

6.400 TIME LIMITS

6.410 Failure to commence to process the grievance within the time limits set forth shall bar the grievance.

6.420 Failure to appeal a decision to the next step within the time limits set forth shall constitute acceptance of the last written decision and shall bar future action on that particular grievance.

6.430 A grievance not answered timely by the Employer will automatically advance to the next step of the grievance procedure.

6.440 A grievance may be withdrawn, without prejudice, and, if so withdrawn, all financial liabilities shall be annulled.

6.500 UNION REPRESENTATION

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

6.600 SETTLEMENT IMPLEMENTATION

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

6.700 SIMILAR GRIEVANCE

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

ARTICLE 7: DISCHARGE AND DISCIPLINE

7.100 DISCIPLINARY PROCEDURE

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

7.110 Oral warning

Written warning

Suspension – not to exceed three (3) days

Suspension – not to exceed ten (10) days

More severe discipline

7.120 Nothing in the above procedure, however, prevents the employer from appropriately disciplining an employee should circumstances warrant.

7.130 Nothing in the above procedure prevents the employer from corrective counseling meetings with employees.

7.131 Times and dates of any such counseling meetings may be recorded, however, any discussion during such meeting must be kept confidential by the employer unless otherwise approved by the affected employee.

7.200 PROBABLE CAUSE

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

7.210 Continued refusal or continued failure to accept or perform work assigned during regularly scheduled hours, in accordance with the provisions of this Agreement.

7.220 Intoxication, drinking, or possession of alcoholic beverages on the job or on the employer's property.

7.230 A.W.O.L. (absent without leave) no notification to employer (exceptions may be made should circumstances warrant).

7.240 Continued or repeated insubordination.

- 7.250 Falsifying time sheets.
- 7.260 Fighting or intimidating of school employees or administration.
- 7.270 Substance Abuse.
- 7.280 Continued unpaid absence over and above contracted allowance.

7.300 NOTICE OF DISCHARGE OR DISCIPLINE

- 7.310 The Employer agrees promptly upon the discharge of an employee to notify the employee and the Union of the discharge or discipline and to present to the employee and the Union, in writing, a copy of the charges.
- 7.320 The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the steward of the area and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer.
- 7.330 Upon request, the Employer or his/her designated representative, will discuss the discharge or discipline with the employee and the steward. The Employer may send an employee home with pay until determination of what discipline, including possible discharge, is to be imposed.
- 7.340 If an employer has reason to reprimand or discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Any hearing held before the School Board regarding the employee should be held in closed session upon request of the employee for his/her protection.

7.400 APPEAL OF DISCIPLINE OR DISCHARGE

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

7.500 USE OF PAST RECORD

In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously nor impose discipline on an employee for deliberate errors or mistakes on his/her employment application after a period of three (3) years from his/her date of hire except in cases involving morals or narcotics charges or commission of felonies.

7.600 PERSONNEL FILE

7.610 No material relating to an employee's conduct, service, character or personality shall be placed in the employee's file unless the employee has the opportunity to read such material before it is placed in the file.

7.620 The employee shall have the right to answer (attach) any document in the personnel file including responses to evaluations which are maintained in a manner which shall be in accordance with the provisions of the Bullard-Plawecki Act, including the right to periodically view his/her personnel file.

7.630 The personnel file is an employer document and as such, functioning as a repository for transitional documents subject to periodic addition and removal without notification to the employee as long as it does not violate Section 7.610.

ARTICLE 8: SENIORITY – EARNING, LOSING, OUT OF UNIT

8.100 DEFINITION

8.110 Seniority shall begin on the date of employment by HR letter of assignment to a union classified position (as defined in Article 1) if there is no BOE resolution, but shall not take effect until the employee has been employed for ninety (90) calendar days, at which time he/she shall be certified as a permanent employee. Such seniority shall be designated as “District Seniority” on the seniority list.

8.120 This definition shall apply throughout this collective bargaining agreement whenever the term “seniority” is used.

8.130 For part-time employees hired on or after September 7, 2011, seniority for part-time employees shall be granted and shall accumulate in such proportional amounts as their actual hours of work bear to full-time employment.

8.200 PROBATIONARY EMPLOYEES

8.210 New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee finishes the probationary period by accumulating ninety (90) calendar days, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) calendar days prior to the day he/she completed the probationary period. There shall be no seniority among probationary employees. By mutual agreement, the probationary period may be extended for cause. Any probationary employee may be discharged without notice.

8.220 The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of the Agreement, except discharged and disciplined employees for other than Union activity.

8.300 UNION OFFICERS

8.310 SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in their area which they can satisfactorily perform and shall be recalled to work in the event of a layoff, on the first open job in their area which they can satisfactorily perform.

8.320 SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the President, Vice President, Financial Secretary and Recording Secretary of the Local Union shall, in the event of layoff only, be continued at work at all times when one or more division or fractions thereof are at work, provided they can satisfactorily perform any of the work available. Such officer shall have demonstrated an active participation in representing the general membership in the grievance procedure outlined in Article 6.

8.400 SHIFT PREFERENCE

Shift preference will be granted within the classification on the basis of seniority. In proper cases, exceptions may be made. The transfer to the desired shift will be effective within two (2) weeks following the end of the current pay period within which the written request was made.

8.500 OUT OF BARGAINING UNIT

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

8.600 SENIORITY LISTS

8.610 Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

8.620 The seniority list on the date of this agreement will show the names and job titles of all employees of the unit entitled to seniority.

8.630 The employer will keep the seniority list up-to-date at all times and will provide the Local Union President with up-to-date copies, upon request.

8.700 LOSS OF SENIORITY

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

8.710 He/she quits.

8.720 He/she is discharged and the discharge is not reversed through the grievance procedure.

8.730 He/she is absent for five (5) consecutive working days without notifying the Employer; in proper cases, exceptions shall be made by the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

8.740 He/she does not return to work when recalled from layoff as set forth in the recall procedure. Exceptions may be made by the Employer.

8.750 Return from sick leave and leaves of absence will be treated the same as 8.730 above. If the employee takes a leave of absence, his/her seniority shall be adjusted.

ARTICLE 9: PROMOTIONS, TRANSFERS, VACANCIES

9.100 PROMOTIONS

- 9.110 Promotions within the bargaining unit shall be made on the basis of seniority and qualification (with the exception of probationary employees). However, in the event that there are no qualified applicants, probationary employees may be considered. Promotions to interview positions (except Board Office custodial position), will be based on the recommendation of a committee composed of representatives of Local 849 and representatives of the Board of Education.
- 9.111 Employees granted lateral transfers within classification shall spend at least one year in said position before they shall be granted another lateral transfer.
- 9.112 For all full-time cafeteria positions, new full-time cafeteria employees shall not have any bidding rights for promotional purposes for one (1) year. However, in the event that there are no bids within the cafeteria classification, new full-time or part-time employees may exercise bidding rights.
- 9.120 If a job vacancy is required to be posted it will be posted within a seven (7) day period, for a period of seven (7) calendar days, in a conspicuous place in each school or building. Eligible employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion, who is qualified, shall be granted a trial period, not to exceed sixty (60) working days, to determine:
- 9.121 Desire to remain on the job.
- 9.122 Ability to obtain a license, if required. (Must have one (1) year seniority for engineer and assistant engineer position or show Boiler Operator's license or equal). The Employer will pay for the tuition for this class after proof of successful completion of the course is submitted.
- 9.130 In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee, if requested.

9.140 During the trial period, the employee shall have the opportunity to revert back to his/her former classification. If an employee voluntarily reverts back to his/her former classification during the trial period on his/her own accord, he/she will lose the opportunity to bid for one (1) year.

9.150 If the employee is unsatisfactory in the new position, the employer shall have the opportunity to move the employee back in his/her former classification during the first 60 work days. Notice and reasons of such move shall be submitted to the Union in writing by the Employer, with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

9.160 During the first 60 work day period, the employee will receive the rate of the job he/she is performing.

9.200 WORKING OUT OF CLASSIFICATION

9.210 Employees required to work in a higher classification for four (4) hours or more shall be paid the rate of the higher classification.

9.220 Employees required to work in a lower classification will receive their regular classification rate of pay.

9.300 TRANSFERS

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

9.310 TEMPORARY TRANSFERS

Employees who transfer to a different classification shall continue to accrue seniority.

9.320 WORK LOCATION TRANSFER

9.321 If and when operations of divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location exchange will be considered in such cases.

- 9.322 The employer agrees that in any movement of work not covered above, it will be discussed with the Union in order to provide for the protection of the seniority of the employees involved.
- 9.323 Displacement is defined as the movement of work as a result of a building closing, a reduction in personnel or other involuntary situation.
- 9.324 In the event that a Local 849 employee is displaced from his/her position, he/she may choose an open position of equal or lesser rate of pay, or bump the employee within his/her classification with the lowest seniority, provided he/she meets the qualifications of such position.
- 9.325 A displaced employee bumping to another classification must bump the employee within this classification with the lowest seniority.
- 9.326 Employee's that are displaced may not bump to a classification with a higher rate of pay.

9.400 VACANCIES

- 9.410 For the purpose of this section, "emergency vacancy" is defined as a vacancy that is not expected to exceed five (5) working days; "temporary vacancy" is defined as vacancy that is expected to exceed twenty (20) working days but not more than one calendar year. After one year the vacancy shall be posted as a permanent position subject to the provisions of Section 14.500.
- 9.420 Emergency or temporary vacancies other than the Engineer or Assistant Engineer' shall be filled with the first available substitute custodian. The substitute custodian shall fill the vacancy until the custodial employee returns or in the case of a permanent vacancy a replacement is hired.
- 9.430 Emergency or temporary vacancies for the Engineer position shall be offered to the building Assistant Engineer first. The employee filling the Engineer's position shall receive that rate of pay until the Engineer returns or in the case of retirement or permanent leave a suitable candidate is selected.
- 9.440 Emergency or temporary vacancies that are filled by the Assistant Engineer that assumes the position of the Engineer, the Senior building afternoon custodian may assume the position of the Assistant Engineer at the

Assistant Engineer rate of pay until the Assistant resumes his/her regular duties.

9.450 All Emergency or temporary custodial vacancies that create a position in a building shall be filled with a substitute employee until the employee returns.

9.460 Employees applying for the position of Senior Bookkeeper, Senior Payroll Secretary, Junior Bookkeeper, Junior Payroll Secretary, and Child Accountant (or other suitable titles) shall meet the minimum qualification.

9.500 PARAPROFESSIONALS

A reasonable effort shall be made to provide a suitable work area for all paraprofessionals.

9.600 It is recognized by both parties that the movement of paraprofessionals due to decline in enrollment without reasonable advance notice is bad for morale. In an effort to promote a harmonious work relationship, the Employer agrees to make every attempt and when possible to provide not less than five (5) working days' notice to the effected employee.

9.700 It is understood that certain maintenance positions are subject to interview. These include engineer at the high school and the middle school, assistant engineer at the high school and middle school, custodian at the Board of Education Office, and all employees in the Skilled Utility Group. The following Business Office Group positions are subject to interview: Secretary to the Deputy Superintendent, Secretary to the Assistant Superintendent, Head Bookkeeper, Head Payroll, Junior Bookkeeper, and Junior Payroll.

ARTICLE 10: HOURS – SHIFT PREMIUM

10.100 HOURS

- 10.110 Employees who are regularly employed, work seven or more hours per day and are assigned to a classification, shall be considered as permanent full-time employees.
- 10.120 Employees who are regularly employed and assigned to a classification, but work less than seven (7) hours a day, shall be considered as permanent part-time employees.
- 10.130 An employee working four (4) hours or more shall be entitled to all benefits of this Agreement on a prorated basis after ninety (90) days of employment.

10.200 LUNCH PERIODS - COFFEE BREAKS

- 10.210 All employees are paid for a 30 minute uninterrupted lunch period. It is understood that secretaries and paraprofessionals may leave the work site.
- 10.220 All full-time employees shall be paid for a 15 minute coffee break in the middle of the first half of their shift and in the middle of the second half of their shift.

10.300 SHIFT PREMIUM

- 10.310 Employees working the second (afternoon) shift shall receive, in addition to their regular pay, twenty cents (\$.20) per hour additional compensation. Employees working the third (midnight) shift shall receive, in addition to their regular pay, thirty cents (\$.30) per hour compensation.
- 10.320 The first shift shall start no earlier than 6:00 a.m. and no later than 11:59 a.m. The second shift shall start no earlier than 12 noon and no later than 3:00 p.m. The third shift shall start no earlier than 9:00 p.m. and no later than 2:00 a.m. The current starting and quitting times will remain in effect. Exceptions may be made for regularly scheduled activities provided starting times are not varied by more than two (2) hours.
- 10.330 Lease building engineers will work shifts as assigned and shift starting and quitting times as contained in Section 10.320 shall not apply to lease building assistant engineers.

10.400 CLOSED SCHOOL HOURS

All employees shall work the first shift 7:00 a.m. to 3:00 p.m. on days when teachers are not on duty and school is not in session (exceptions may be made for regularly scheduled activities at the high school and middle school).

10.500 TEMPORARY - STUDENT EMPLOYEES

With respect to hiring temporary employees and employees referred to as student, their employment will be considered an emergency need. However, in no case will the period of employment of these temporary employees exceed one hundred twenty (120) days of work within the school year.

10.600 OUTSIDE EMPLOYEE HOURS

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

10.700 SUMMER WORK PREFERENCE

All summer vacancies in the secretarial representation area, which the Board determines to fill, shall be offered to non-fifty-two week employees prior to hiring outside the bargaining unit. Said offer shall be made in accordance with Section 9.100, of this Agreement and during the summer downtime shall be sent to each non-fifty-two week and forty-four week employee at the address of record in addition to the standard posting procedure. When a forty through forty-four week secretary is "held over" or "started early" the employee currently holding that position will have the right of refusal to work the extended hours.

10.800 BOARD AGENDA

The administration will provide the Union President with a Board of Education Meeting Agenda on the Friday prior to the scheduled meeting via e-mail, if requested. It is understood that all advance agendas are subject to last minute additions, deletions, and reworkings.

ARTICLE 11: OVERTIME AND EQUALIZATION OF OVERTIME

11.100 DEFINITION

11.110 Overtime hours, which are hours in excess of forty (40) hours per week, shall be divided as equally as possible among employees in the same classification in their building. An up-to-date list showing overtime hours will be posted in a prominent place in each building.

11.120 Management has the right to set hours in anticipation of scheduled needs during sinking fund construction programs.

11.200 RATE – REGULAR AND HOLIDAY

11.210 Employees called to report for work on other than their regular shifts will receive a minimum of two and one-half (2 & 1/2) hours pay at one and one-half (1 & 1/2) times their regular rate, except on paid holidays when the rate shall be double time.

11.220 Weekend and holiday building inspection shall be divided equally between day and afternoon engineers and assistant engineers and paid at the rate of paid at the rate of (\$15) per day per building for secondary buildings and (\$12) per day per building for elementary buildings.

11.230 When heating plants are not in operation, building inspections shall cease. Any and all inspections will be made at the discretion of the Director of Buildings and Grounds and will be worked out on an over-all basis among the engineer, assistant engineer and custodian classifications. No additional compensation shall be paid when a regular employee is on duty on a Saturday, Sunday or holiday.

11.300 EQUALIZATION PROCEDURE

11.310 When overtime is required and cannot be worked from within the building, employees shall be called from an availability list maintained by the Director of Buildings and Grounds. Any employee interested in working overtime shall make application to have his/her name placed on said list.

11.320 Whenever overtime is required, the person with the least number of overtime hours in that classification within his/her building will be called first and so on down the list in an attempt to equalize the overtime hours.

Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases, employees will be called on the basis of least hours of overtime in their classification, provided they are capable of doing the work.

- 11.330 For the purpose of this clause, any employee who did not work because he/she was unavailable, or did not choose to work, will be charged the number of overtime hours of the employee who worked during that period.
- 11.340 Any employee who has changed classifications will be charged with the highest number of overtime hours that exist in the new classification on the day he/she was reclassified.

ARTICLE 12: LAY-OFF AND RECALL

12.100 LAY-OFF PROCEDURES

- 12.110 The word “lay-off” means a reduction in the working force due to a decrease of work or budgeting limitations.
- 12.120 If it becomes necessary for a lay-off, the following procedure will be mandatory. Probationary employees will be laid off on a school district-wide basis. Seniority employees will be laid off according to seniority as defined in Section 12.150. In proper cases exceptions may be made. Disposition of these cases will be proper matter for the grievance procedure.
- 12.130 Employees subject to lay-off may bump to a classification with an equal or lower rate of pay, provided they meet the qualifications necessary to perform the duties of that classification. Employees may not bump to a classification with a higher rate of pay.
- 12.140 Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days’ notice of lay-off. The local Union Secretary shall receive a list from the employer of the employees being laid off on the same date the notices are issued to the employees.
- 12.150 Seniority shall be used on a school district-wide basis within classification, in accordance with the definition of seniority in Section 8.110. Low seniority employees are to be laid off first.

12.200 RECALL PROCEDURES

- 12.210 When the work force is increased after lay-off, employees will be recalled according to seniority, as defined in Section 12.150. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within fourteen (14) calendar days from date of mailing of notice of recall, he/she shall be considered as quit. Extensions may be granted by the Employer in proper cases.
- 12.220 If the notice of recall indicates that the employee is to return to permanent employment, and he/she returns to work, he/she shall be entitled to notice in accordance with Section 12.130, before any further lay-off.

- 12.230 If an employee is recalled to fill a temporary opening in a job classification caused by a shortage of employees resulting from vacation, leave of absence, illness or any other absence from the job, he/she shall be entitled to one (1) shift-day notice of lay-off if he/she works more than five (5) consecutive working days and seven (7) days' notice of lay-off if he/she works more than thirty (30) consecutive working days.
- 12.240 If an employee is temporarily recalled because of work requirements and not because of employee absence, he/she shall be entitled to a seven (7) day notice of lay-off.
- 12.250 Employees recalled from lay-off shall receive the regular rate for the classification to which they are returned.
- 12.260 If a temporarily recalled employee works more than thirty (30) consecutive working days, he/she shall then be entitled to vacation, holiday and leave day benefits. Vacation days and leave days shall accrue from the date of recall.
- 12.270 Employees will remain on the lay-off list a maximum of three (3) years.

ARTICLE 13: RATES AND CLASSIFICATIONS

13.100 POSITION CLASSIFICATIONS

The following job classifications are hereby established:

	Classification	Unit
1	Lead Utility	Maintenance
2	Head Utility Inside	Maintenance
	Head Utility Outside	Maintenance
	Head Utility Painter	Maintenance
	Senior Bookkeeper	Business Office
	Senior Payroll	Business Office
3	High School Engineer	Maintenance
4	Middle School Engineer	Maintenance
5	Warehouse Clerk	Maintenance
6	Elementary Engineer I	Maintenance
7	Elementary Engineer II	Maintenance
8	Auditorium Technician	Maintenance
9	Ass't Utility Outside	Maintenance
	Ass't Utility Painter	Maintenance
	Middle School Ass't Engineer	Maintenance
	High School Ass't Engineer	Maintenance
	Junior Bookkeeper	Business Office
	Junior Payroll	Business Office
10	Lease Building Ass't Engineer	Maintenance
11	Elementary Ass't Engineer	Maintenance
12	Head Cook	Cafeteria
13	Assistant Cook	Cafeteria
	Utility Driver	Cafeteria
14	Assistant Utility Cook	Cafeteria
15	Custodian	Maintenance
16	Secretary	Secretary
17	Head Cashier	Cafeteria
18	Paraprofessional	Paraprofessional

- 13.110 Use of a lease building assistant engineer in a building that is the property of the school district and is leased to another party is not mandatory. However, if a school district employee is used to maintain such a building, such employee must be a member of this classification.
- 13.120 Secretarial staff shall be defined as all persons employed by the Lincoln Park Board of Education who regularly and consecutively are responsible for the keeping of school records, or who are assigned to any administrator or principal where, under his/her jurisdiction, typing filing, general office or clerical work is performed. As defined, the title of Secretary shall be used to recognize this group of employees shall be entitled to all benefits and privileges of the Collective Bargaining Agreement between the Board of Education and the Union.
- 13.130 Paraprofessional - The District acknowledges that while a paraprofessional assists the teacher, the responsibility for assessment remains with the teacher. The position of Clerk/Paraprofessional is recognized to include those persons who perform clerical functions but not to the same level as that expected of a secretary. The relationship between a secretary and a clerk is like that between an assistant engineer and a custodian. Transfer between Paraprofessional groups is subject to qualification.
- 13.131 SXI/AI Paraprofessional (8 hours per day – school year plus optional extended year)
- 13.132 Clerk/Paraprofessional (7 to 7 1/2 hours per day – school year). A clerk/paraprofessional or general education paraprofessional shall work seven (7) hours for weeks students are in session. A special education paraprofessional (defined to be students with mainstream potential for those programs in existence in Lincoln Park prior to the establishment of the SXI/AI programs, circa 1998) will work a 7 1/2 hour day. Combined assignments will be prorated.

13.200 NEW CLASSIFICATION

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

13.300 PROCEDURES

- 13.310 To insure job rights for the employees, all work within an existing classification and job description shall be performed only by regular employees assigned to those classifications. These employees shall work under the terms of the Collective Bargaining Agreement between the Board and the Union.
- 13.320 The Union will be promptly notified of the position, wages and working hours of any new bargaining unit member.
- 13.330 Classifications and wage schedule for all Bargaining Unit employees shall be attached to and become part of this Agreement.
- 13.340 The Employer agrees to furnish the Union, through the president and local Union, with an up-to-date salary schedule for all Bargaining Unit employees upon request at reasonable times.

ARTICLE 14: SICK LEAVES/LEAVES OF ABSENCE

14.100 SICK LEAVE

- 14.110 Each bargaining unit member (except those working part time) shall be granted one (1) day per working month plus three (3) days per year as sick leave days. At the end of the probationary period an employee may draw on his/her anticipated sick leave days for the balance of the current school year. If an employee leaves before the end of the school year, any unearned used sick leave days will be deducted from his/her final pay check. Employees hired after the execution of this Agreement shall be granted one sick day per month.
- 14.120 Employees that abuse the use of their sick days and continually take days off beyond the allotted days without pay may be considered to be excessive and, depending on the circumstances, just cause for discipline. Documentation should be provided to the Human Resources office if the number of sick days are exceeded justifying the absence.
- 14.130 All unused sick leave allowance days shall be placed at the end of the fiscal year in the employee's cumulative sick leave bank. Accumulation of these days shall be unlimited.
- 14.140 Employees shall make every effort to call in on the AESOP system a minimum of two (2) hours prior to the start of their shift if they are unable to report to work. Afternoon employees shall make every effort to call into the AESOP system by noon so a replacement can be arranged for their shift and then call the office before noon so arrangements can be made for the following shift. Employees who will be off more than one (1) day or for an extended period of time shall keep the district informed and use the AESOP system to call off sick. If off more than four (4) days, unless pre-approved by the administration, the employee shall present a doctor's report to the main office. If off for an extended period, the employee shall present to the office a doctor's report stating that he/she is able to resume work.
- 14.150 At retirement and for no other reason, an employee shall receive a separate one-time payment for accumulated sick days as follows:
- An employee shall receive the cash equivalent of twenty percent (20%) of one day's pay for each accumulated sick day over forty-five (45) days.

Example: An employee with one hundred accumulated sick days will receive eleven (11) full days of pay.

14.200 ON-THE-JOB INJURIES

14.210 Any employee injured in an accident compensable under the Worker's Compensation Act shall receive from the Employer the difference between the amounts received through Worker's Compensation and 70% of his/her regular pay for a period not to exceed one (1) year from date of injury. Accidental injury on the job shall not be chargeable to leave allowance.

14.220 Accidents must be reported in writing to the immediate supervisor as soon as possible, but in no case longer than twelve (12) hours after the end of the employee's shift, unless it is on a weekend or holiday, in which case it must be reported within four (4) hours of the next business day. Details, including the time, circumstance, witnesses, etc., must be included.

14.300 PAID LEAVES

14.310 FUNERAL LEAVE

14.311 Absences for which pay will not be deducted and not charged to the sick leave bank: Death in immediate family which is described as mother, father, mother-in-law, father-in-law, wife, husband, brother-in-law, sister-in-law, sister, brother, grandparent, or child. Funeral leave for death of a relative not listed above or a member of the household shall be at the discretion of the Superintendent.

14.312 A maximum of five (5) days per school year may be used for funeral leave. Additional days from the employee's annual leave bank may be used for funeral leave with prior approval from the Superintendent, who shall have sole discretion in such matters.

14.320 JURY DUTY

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

14.330 PERSONAL BUSINESS LEAVE

14.331 Each full time bargaining unit member shall be allowed four (4) days leave with pay during each working year, for days of personal business. These days will be deducted from the employee's sick leave.

14.332 Personal business days must have prior approval from the immediate supervisor at least twelve (12) hours before being granted (except in cases of emergencies) and are to remain of a personal business nature. Personal business days are not to be interpreted as free paid vacation days for the employees and should be used in line with the following examples:

- Emergencies
- Catastrophes
- Fire
- Accident
- Transportation failure (limited)
- Required court appearance
- Legal matters
- By Union officials for Union business

Also, marriage or graduation of an employee or a member of his/her immediate family, serious sickness in the immediate family, attendance at a wedding in the immediate family, quarantine, birth of a child (family). Pay will not be allowed for personal business leave if it is found that the employee did not use discretion in being absent.

14.333 Personal business days shall not be used immediately preceding or following a holiday without forfeiture of holiday pay. Extreme emergencies will be handled on an individual basis.

14.340 UNION LEAVE

The president of the local Union or his/her designee shall be released from regular duties without loss of compensation, upon request, for a period of eight (8) days per school year, for Union business, not to be deducted from sick leave allowance or accumulative from year to year. Not more than five (5) consecutive days may be used at one time.

14.400 UNPAID LEAVES

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

14.500 EXTENDED SICK LEAVE

14.510 Any employee whose personal illness extends beyond the period compensated by accumulated sick leave days shall be granted leave of absence without pay, for such time as is necessary for complete recovery from such illness, not to exceed five (5) years. Employees returning from extended sick leave before the end of one (1) year shall be assigned to the same regular position in their classification.

14.520 Employees who have been on an extended sick leave beyond one (1) year, but not more than five (5) years, shall notify the Board of Education thirty (30) days in advance of returning from leave. Upon return from leave, an employee shall be assigned to same position, or a substantially equivalent position in his/her classification, if available, or will replace the junior employee with the least seniority in his/her unit.

14.600 LEAVE FOR UNION BUSINESS

14.610 Members of the Union elected to Union positions or selected by the Union to do work which takes them from their employment with the Employer, shall at the written request of the Union, receive temporary leave of absence for periods not to exceed two (2) years, or the term of office, whichever may be shorter, and, upon their return, shall be re-employed at work to the same classification left, with accumulated seniority.

14.620 The Board agrees to recommend to the Public School Employees Retirement System that the time spent on leave of absence pursuant to this section be granted as service credit for retirement purposes.

14.700 MATERNITY LEAVE

14.710 The Board of Education will grant an unpaid maternity leave of absence to any female employee who is included in the bargaining unit, upon written request for such leave and proper certification from her doctor.

- 14.720 An unpaid maternity leave of absence may be extended up to five (5) years upon the written request of the employee, but after one (1) years leave, Section 14.500, Extended Sick Leave, shall apply.
- 14.730 In the event of a miscarriage or any related conditions prior to or after the full term of pregnancy, the sick leave provisions of this Agreement shall apply.
- 14.740 Any female employee who is included in the bargaining unit may use the sick leave provisions of this Agreement. Such leave related to pregnancy shall be treated as a disability.

14.800 VETERANS

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

14.830 VETERANS LAW

Except as herein before provided, the re-employment right of employees and probationary employees will be limited by applicable laws and regulations.

14.900 EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

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

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

ARTICLE 15: VACATIONS

15.100 EARNING

15.110 All twelve (12) month employees covered by this Agreement shall be allowed vacation time. One (1) to five (5) years inclusive, employees receive two (2) weeks of vacation; five (5) to ten (10) years inclusive, employees receive three (3) weeks of vacation. Employees with four (4) weeks of vacation as of the date of the ratification of this Agreement shall retain the four (4) weeks. If an employee completes his/her fifth (5th) year of employment at any time during the then current calendar year, the individual shall be entitled that year to the additional week's vacation specified in this Agreement. Vacations may be split into periods of less than one (1) week.

15.120 Any employee with less than 10 years of service may take two (2) vacation days off at any time during the school year and the remainder must be taken in the summer. Those requesting vacation must do so at least 5 days in advance. All vacation schedules are subject to the approval of the employee's immediate supervisor.

15.130 Any employee with two (2) weeks of vacation must take one (1) week during Christmas Break and one (1) week during the summer. Any employee with three (3) or four (4) weeks of vacation must take off one (1) week during Christmas Break. Any employee with three (3) weeks of vacation must take off one (1) week during the summer; any employee with four (4) weeks of vacation must take off two (2) weeks during the summer.

15.140 Vacation for 52-week secretaries may be split into one (1) or more weeks, providing such scheduling does not drastically interfere with the operation of the department concerned. Upon written request to the employer not less than ten (10) working days in advance, vacations may be split into periods of less than one (1) week (5 days).

15.200 RATE DURING VACATION

Employees will be paid their current rate based on their regular work day while on vacation and will receive credit for any benefits provided for in this Agreement.

15.300 VACATION PERIOD

- 15.310 Vacations for twelve (12) month employees shall be granted at any time during the school year if requested by the employee, provided that scheduling conflicts (i.e. several employees requesting the same period) shall be resolved using seniority as the sole guide. The Board or the board designee reserves the right to deny a vacation request if the employee's absence will result in any additional cost or effect the efficient operation of the district.
- 15.320 Vacations for twelve (12) month employees may be split into one (1) or more weeks providing such scheduling does not drastically interfere with the operation of the department concerned, unless otherwise specified in the contract. Vacations may be split into periods of less than one (1) week.
- 15.330 A vacation may not be postponed from one school year to another and made cumulative, nor will it be taken in advance in anticipation of expected vacation time. Unused vacation time will be forfeited unless completed during each school year.
- 15.340 A vacation may not be waived by an employee. (Use it or lose it.)
- 15.350 Vacation time for the first year of service of new employees will be prorated according to the number of months worked in the school year.
- 15.360 It is agreed that during the summer months, Engineers and Assistant Engineers, in all buildings, cannot be on vacation at the same time. Management will continue to pre-approve any move-ups for differential pay to be granted.

ARTICLE 16: HOLIDAYS

16.100 HOLIDAYS

16.110 The following days are recognized holidays with pay for non-fifty-two (52) week employees:

- New Year's Day, January 1st
- Good Friday or Easter Monday
- Memorial Day
- Friday before Labor Day*
- Labor Day
- Thanksgiving Day (Thursday)
- Friday following Thanksgiving Day
- December 24th, if it falls during regular work week
- Christmas Day (December 25th)
- December 31st, if it falls during regular work week

All weekdays between Christmas Day and New Year's Day, and the Mid-Winter Break (as defined by the Wayne County common calendar), will be treated as days off with pay. Said days off with pay shall be at no additional cost to the Board other than the daily rate of pay. Any employee required to work on any such weekday(s) shall receive compensatory time off at a later date. If New Year's Day falls on a Sunday, Monday will be a work day.

16.120 The following days are recognized holidays with pay for fifty-two (52) week employees:

- New Year's Day, January 1st
- Monday of Mid-winter Break
- Good Friday
- Easter Monday
- Memorial Day
- Independence Day (July 4th)
- Friday before Labor Day*
- Labor Day
- Thanksgiving Day (Thursday)
- Friday following Thanksgiving Day
- December 24th, if it falls during regular work week

Christmas Day (December 25th)
December 31st, if it falls during regular work week

Building checks and activities within buildings will be covered as determined by the Board.

*Should the Friday before Labor Day become a student day of attendance then this holiday will be transferred to a midwinter break day when students are not in attendance.

16.130 The following other days will be granted off with pay provided they fall during the work week and school is not in session:

Monday – when Memorial Day falls on Tuesday

Friday – when Memorial Day falls on Thursday

Monday – when July 4th falls on Tuesday

Friday – when July 4th falls on Thursday

16.140 When a holiday falls on a Saturday, it shall be observed on the Friday prior to the holiday. In the event it is necessary for the employee to work because school is in session, he/she will be given compensatory time off at the convenience of the school district.

16.150 When a holiday falls on a Sunday, it shall be observed on the Monday following.

16.160 When a holiday is observed during a fifty-two week employee's vacation period, another day will be given to compensate for the holiday.

16.200 HOLIDAY PAY RATE

If an employee is called to work on a holiday, he/she will be paid double time for hours worked.

ARTICLE 17: INSURANCE COVERAGE

17.100 HOSPITALIZATION COVERAGE

Each employee choosing insurance coverage shall have the choice of one of the following three options:

OPTION 1

- NGS SF Plan
- \$2,000/\$4,000 deductible
- \$20/\$25/\$50 OV/UC/ER
- \$2/\$4/\$10/\$20/\$40/\$60 MOPD-2X Rx co-pay

OPTION 2

- NGS SF Plan
- \$1,000/\$2,000 deductible
- \$20/\$25/\$50 OV/UC/ER
- \$2/\$4/\$10/\$20/\$40/\$60 MOPD-2X Rx co-pay

OPTION 3

- NGS SF Plan
- no deductible
- \$10/\$10/\$50 OV/UC/ER
- \$10/\$20 MOPD-2X Rx co-pay

Employees shall pay for their total health care package through pre-tax payroll deduction in accordance with the following table:

	OPTION 1		OPTION 2		OPTION 3	
	per month	per year	per month	per year	per month	per year
Single	\$34.45	\$413.38	\$78.33	\$939.96	\$181.41	\$2,176.92
2 Person	\$64.07	\$769.89	\$145.67	\$1,748.04	\$337.37	\$4,048.44
Family	\$86.12	\$1,033.45	\$196.00	\$2,352.00	\$454.18	\$5,450.16

17.110 This coverage shall remain in effect for a period of one (1) year from date of Extended Sick Leave, Maternity Leave and On-the-Job Injury.

17.120 Any employee recalled to work after a layoff shall be entitled to hospitalization medical coverage immediately if he/she is returned to permanent employment and after five (5) consecutive working days if he/she is returned to temporary employment.

17.130 Employees who have health insurance protection through their spouse's employer, at the employee's option, may apply the amount equivalent to the single subscriber cost for any Board provided insurance premium for the coverage of other insurance and protection plans which are available through the Employer on a district wide basis.

17.140 Cash in lieu of health insurance will be paid at the rate of four hundred dollars (\$400) monthly.

17.141 Dental and vision coverage shall be provided at no cost to employees selecting cash in lieu of health insurance.

17.200 DENTAL COVERAGE

Employer will provide not less than the benefits offered by the Blue Cross/Blue Shield Traditional Plus Dental Plan, Class I/Class II/Class III (80% co-pay, \$1,000 maximum per insurance contract year) with Orthodontic Class IV (60% co-pay, \$800 lifetime maximum).

Class I: Preventative services, i.e. examination, fluoride treatments, x-rays

Class II: Basic services, i.e. fillings, root canal, onlays, crowns

Class III: Major services, i.e. dentures, bridges, endosteal implants

Class IV: Orthodontic services, i.e. minor tooth-guidance appliances, minor treatment to control harmful habits, interceptive and comprehensive treatments. Orthodontic benefits are covered up to the end of the calendar year dependents turn 19 [age of dependent subject to legal limits]. The cost to the employee is included in the "medical" package above.

17.300 OPTICAL COVERAGE

Employer will provide not less than the benefits offered by Blue Cross/Blue Shield, VSP 12/12/12 Vision Care Plan for each member of the bargaining unit and his/her eligible dependents.

17.400 LIFE COVERAGE

Employer agrees to pay the premium for \$33,000 life insurance for each member of the bargaining unit upon application to include payment of double the specified amount in the event of accidental death.

17.410 Any employee recalled to work after a lay-off shall be entitled to life insurance coverage immediately.

17.500 NEW EMPLOYEES

The Board shall notify new employees in writing of any insurance coverage afforded by the Collective Bargaining Agreement and the effective date of such coverage.

17.600 LONG TERM & SHORT TERM DISABILITY INSURANCE

The Board shall make available to all Union employees optional Long Term and Short Term Disability Insurance at employee cost. The Board shall make every effort to obtain the most favorable rates for such insurance.

17.700 FLEX SPENDING & 26 PAY OPTION

Flex spending and 26 pay option will be available to all 849 union members.

ARTICLE 18: MILEAGE - ALLOWANCES - REIMBURSEMENTS

18.100 LICENSES

Any employee whose classification requires a Chauffeurs license, Weed Applicator license, Pool Operator license, and/or Boiler Operator's license shall be reimbursed the annual cost of said license at a licensing agency to be determined by the district. (This excludes personal driver's license.) Unless otherwise provided for, the reimbursement amount is capped at the cost of issuance and/or renewal at the City of Dearborn Facility.

18.200 MILEAGE

Any mileage incurred by a member of the bargaining unit through the use of a personal automobile, in performance of official school business approved by the Superintendent, shall be paid at the current rate per mile determined according to IRS guidelines provided properly filled out mileage reports are submitted on a monthly basis.

18.300 COMPENSATORY ALLOWANCE

18.310 Travel allowance of One Hundred Dollars (\$100) per year will be paid to employees working in more than one building in lieu of mileage; to be paid twice yearly, one-half (1/2) at the end of each semester (pro-rated) for an individual in this situation less than a year.

18.320 Allowance of One Hundred Dollars (\$100) per year will be paid to secretaries in buildings with part-time principals.

18.400 TUITION REIMBURSEMENT

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

18.500 REQUIRED MEDICAL TEST

The Employer shall pay the cost of any required medical test such as T.B. test and/or X-rays.

18.600 CLOTHING ALLOWANCE

The Employer shall pay a clothing allowance of \$50 payable at the end of the school year to the employee's in the painter's classification. It is understood that if the employee is not part of that unit for the whole year, the above amount will be pro-rated.

18.700 EMPLOYEE DRESS

Employees dress shall (a) reflect a professional manner of working attire and/or (b) wear a provided uniform.

ARTICLE 19: LONGEVITY

19.100 LONGEVITY

The longevity payment will be made the first pay period after December 1 of each year to each employee eligible for payment for the number of years of service achieved by December 1 of that year.

19.110 All groups to receive longevity payments as follows:

5 years or more service	\$75
10 years or more service	\$100
15 years or more service	\$150
20 years or more service	\$200
25 years or more service	\$250

19.120 Cafeteria group to receive same longevity concept as above, with the further provision that payment be prorated in accordance with the number of hours worked per day. For example - a 6 hour employee would be entitled to 6/8 or 75% of the standard longevity payment.

ARTICLE 20: GENERAL PROVISIONS

20.100 BULLETIN BOARDS

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

20.200 UNION USE OF SCHOOL PREMISES

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

20.300 SUPPLEMENTAL AGREEMENTS

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

20.400 ACT OF GOD DAYS

The past practice of allowing “compensatory time” off for fifty-two (52) week employees who report to and work during days that school(s) are closed due to “acts of God” will no longer be effective. It is understood that non-fifty-two (52) week employees who are either instructed not to report and/or are sent home because of “acts of God” shall continue to receive pay so as not to suffer loss of pay and/or benefits. Secretaries that work fifty-two (52) weeks will not be required to report to work if an “Act of God” day is in effect as long as the administration deems their services are not needed for emergency reasons (example: payroll/accounting).

20.500 WORKING CONDITIONS

20.510 Employees shall not be made to work under unsafe or hazardous conditions or to perform tasks which will endanger their health or safety as determined by MIOSHA standards.

20.520 JOINT SAFETY COMMITTEE

The Union and Management agree in principle that a joint safety committee shall be formed and meet on a regular basis to discuss issues of common interest.

20.530 TRANSPORTATION OF STUDENTS

Employees will not be required to transport students in their private vehicles.

20.600 SXI/AI PARA PROS

The management agrees to pay \$150 to SXI/AI Para Pros at the end of the school year. The sum will be paid only to employees working at the end of the school year. The sum will be prorated for employees who are hired after the school year begins and are working at the end of the school year.

ARTICLE 21: EMPLOYEE RIGHTS AND RESPONSIBILITIES

- 21.100 Union employees agree to uphold this Contract. Each employee accepts responsibility to strive for excellence in his/her work and to take advantage of opportunities for continually improving his/her skills and his/her relationship with his/her fellow workers and administration.
- 21.110 Nothing in this Contract shall be construed to deny or restrict an employee's rights under the Michigan General School Laws or applicable civil laws. The rights granted in this Contract are deemed to be in addition to those provided elsewhere.
- 21.120 The Union, its officers and stewards accept responsibility to attempt to prevent strikes and promote harmony among its members and in member interaction with administration and other employees.

ARTICLE 22: BOARD RIGHTS AND RESPONSIBILITIES

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

ARTICLE 23: TERMINATION AND MODIFICATION OF AGREEMENT

23.100 This Agreement shall continue in full force through June 30, 2016. The Parties agree to meet and mutually set insurance provisions (Article 17) for the 2014-15 and 2015-16 school years.

23.110 If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give written notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

23.120 If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of its intent to amend this Agreement.

23.121 If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

23.130 NOTICE OF TERMINATION OR MODIFICATION

Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to 600 W. Lafayette, Detroit, Michigan 48226; and if to the Employer, to 1650 Champaign, Lincoln Park, Michigan 48146, or to any such address as the Union or the Employer may make available to each other.

23.140 AUTOMATIC IMPROVEMENT

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

23.150 The entire agreement or specific provisions of the agreement may be rejected, modified, or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4.

PART-TIME CAFETERIA NON-WAGE PROVISIONS

ARTICLE P1: REPRESENTATION

P1.100 STEWARDS AND ALTERNATE STEWARDS

P1.110 Employees in this bargaining group shall be represented by one (1) steward, or an alternate steward in the absence of the steward.

P1.120 The steward, or the alternate steward in the absence of the steward, during his/her working hours, without loss of time or pay, may in accordance with the terms of this section investigate and present grievances to the employer, upon having advised the Director of Food Services of same. The Director of Food Services will grant permission and provide sufficient time to the steward to leave work for these purposes. The privilege of stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; the steward will perform his/her regularly assigned work at all times, except when necessary to leave work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a special conference.

P1.200 SPECIAL CONFERENCES

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

P1.300 NEGOTIATING COMMITTEE

Any representative of the Local Union, engaged during his/her normal work day in negotiations on behalf of the Union with any administrator, or the Superintendent of Schools, the Board of Education, or its representatives, including arbitration, when

such meetings are scheduled by mutual agreement during his/her normal work day, shall be released from regular duties without loss of salary.

P1.400 GRIEVANCE REPRESENTATION

P1.410 The Union representatives may meet at a place designated by the employer on the employer's property for at least one-half hour immediately preceding a meeting with the representatives of the employer for which a written request has been made.

P1.420 The Local president or his/her representative shall be allowed time off his/her job without loss of time or pay to investigate a grievance he/she is to discuss with the employer. The employer will grant him/her permission to leave his/her work for this purpose.

ARTICLE P2: UNION SECURITY

P2.100 To the extent that the laws of the State of Michigan and Federal laws permit, it is agreed that:

P2.110 MODIFIED UNION SHOP

Each employee who, on the effective date of this Agreement is a member of the Union, shall, as a condition of employment, maintain his/her membership in the Union. Each employee hired on or after the execution of this Agreement shall, as a condition of employment, become a member of the Union thirty (30) days after his/her hiring date or the effective date of this Agreement, whichever is later, and maintain membership in the Union, or shall fulfill the requirements of Section P2.120 of this Article. Employees who fail to comply with this requirement shall be discharged by the employer within thirty (30) days after receipt of written notice to the employer from the Union.

P2.120 AGENCY PROVISION

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

ARTICLE P3: PROMOTIONS/TRANSFERS

P3.100 PROMOTIONS

P3.110 Employees shall be given consideration to other part-time and/or full-time positions for which they are the senior qualified person. However, promotions or transfers are understood not to be automatic. For all full-time cafeteria positions, new full-time cafeteria employees shall not have any bidding rights for promotional purposes for one (1) year. However, in the event that there are no bids within the cafeteria classification, new full-time or part-time employees may exercise bidding rights.

P3.120 Job vacancies will be posted within a seven (7) day period, for a period of seven (7) calendar days, in a conspicuous place in each school or building. Employees interested shall apply within the seven (7) calendar day posting period.

P3.130 The employee promoted under this Article shall be granted a trial period, not to exceed sixty (60) working days, to determine:

P3.131 Desire to remain on the job.

P3.132 Ability and/or trainability to perform the job.

P3.133 Ability to obtain a license, if required.

P3.140 During the trial period, the employee shall have the opportunity to revert back to former classification.

P3.150 If the employee is unsatisfactory in the new position, the Employer shall have the opportunity to place the employee back in his/her former position during the trial period. Notice and reasons of such move shall be submitted to the Union in writing by the Employer, with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

P3.160 During the trial period, the employee will receive the rate for the job he/she is performing.

P3.170 The Employer agrees to make available to the Union a list of all applicants for promotion through job postings.

P3.200 WORKING OUT OF CLASSIFICATION

P3.210 Employees required to work in a higher classification shall be paid the rate of the higher classification for hours worked in that position.

P3.220 Employees required to work in a lower classification will receive their regular classification rate of pay.

P3.300 TRANSFERS

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

P3.310 TEMPORARY TRANSFERS

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

P3.320 WORK LOCATION TRANSFER

P3.321 If and when operations of divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location exchange will be considered in such cases.

P3.322 The employer agrees that in any movement of work not covered above, it will be discussed with the Union in order to provide for the protection of the seniority of the employees involved.

P3.400 VACANCIES

P3.410 When a vacancy, other than an emergency or temporary vacancy exists in a classification, employees within the classification or a higher classification shall be given preference to transfer to the vacancy. To be eligible they must apply through job notifications.

P3.420 For the purpose of this section “emergency vacancy” is defined as a vacancy that is not expected to exceed five (5) working days; “temporary vacancy” is defined as a vacancy that is not expected to exceed twenty (20) working days.

ARTICLE P4: HOURS

P4.100 TEMPORARY-STUDENT EMPLOYEES

With respect to the hiring of temporary employees and employees referred to as student, their employment will be considered an emergency need. However, in no case will the period of employment of these temporary employees exceed one hundred twenty (120) days of work within the school year. It is clearly understood by both parties that this section does not apply to co-op students.

P4.200 OUTSIDE EMPLOYEE HOURS

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

ARTICLE P5: LAY-OFF AND RECALL

P5.100 LAY-OFF PROCEDURES

P5.110 The word“lay-off”means a reduction in the working force due to a decrease of work or budgeting limitations.

P5.120 If it becomes necessary for a lay-off, the following procedure will be mandatory. Probationary employees will be laid off on a school district-wide basis. Seniority employees will be laid off according to seniority as defined in Section P5.150. In proper cases exceptions may be made. Disposition of these cases will be proper matter for the grievance procedure.

P5.130 Employees subject to lay-off may bump to any classification with an equal or lower rate of pay, provided they are qualified to perform the duties of that classification. Employees may not bump to a classification with a higher rate of pay.

P5.140 Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days’ notice of lay-off. The local Union secretary shall receive a list from the employer of the employees being laid-off on the same date the notices are issued to the employees.

P5.150 Seniority shall be used on a school district-wide basis within classification, in accordance with the definition of seniority in Section 8.110. Low seniority employees are to be laid off first.

P5.200 RECALL PROCEDURES

P5.210 When the work force is increased after lay-off, employees will be recalled according to seniority, as defined in Section P5.150. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within fourteen (14) calendar days from date of mailing of notice of recall, he/she shall be considered as quit. Extensions may be granted by the employer in proper cases.

P5.220 If the notice of recall indicates that the employee is to return to permanent employment, and he/she returns to work, he/she shall be entitled to notice in accordance with Section P5.130, before any further lay-off.

- P5.230 If an employee is recalled to fill a temporary opening in a job classification caused by a shortage of employees resulting from vacation, leave of absence, illness or any other absence from the job, he/she shall be entitled to one (1) shift day notice of lay-off if he/she works more than five (5) consecutive working days and seven (7) days' notice of lay-off if he/she works more than thirty (30) consecutive working days.
- P5.240 If an employee is temporarily recalled because of work requirements and not because of employee absence he/she shall be entitled to a seven (7) day notice of lay-off.
- P5.250 Employees recalled from lay-off shall receive the regular rate for the classification to which they are returned.
- P5.260 Employees will remain on the lay-off list a maximum of three (3) years.

ARTICLE P6: RATES AND CLASSIFICATION

P6.100 NEW CLASSIFICATION

P6.110 RATES FOR NEW JOBS

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

P6.200 PROCEDURES

P6.210 To insure job rights for the employees, all work within an existing classification and job description shall be performed only by regular employees assigned to those classifications. These employees shall work under the terms of the Part- Time Cafeteria Workers Agreement between the Board and the Union.

P6.220 The Union will be promptly notified of the position, wages and working hours of any new bargaining unit member.

P6.230 Job titles and wage schedules for this unit of employees shall be attached to and become part of this Agreement.

P6.240 The employer agrees to furnish the Union, through the President and local Union, with an up-to-date salary schedule for all employees upon request at reasonable times.

ARTICLE P7: LEAVES OF ABSENCE

P7.100 REPORTING ABSENCE

Employees shall make every effort to call in the AESOP system two (2) hours prior to the start of their shift if they are unable to report to work. Employees who will be off more than one (1) day or for an extended period of time shall keep the personnel office informed. If off more than five (5) days, the employee shall present a doctor's report to the personnel office. If off for an extended period, the employee shall present to the personnel office a doctor's report stating that he/she is able to resume work.

P7.200 JURY DUTY

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

P7.300 MATERNITY LEAVE

P7.310 The Board of Education will grant an unpaid maternity leave of absence to any employee who is included in the bargaining unit, upon written request for such leave and proper certification from her doctor.

P7.320 An unpaid maternity leave of absence may be extended up to five (5) years upon the written request of the employee.

P7.400 UNION LEAVE

The President of the local Union or his/her designee shall be released from regular duties without loss of compensation, upon request, for a period of eight (8) days per school year, for Union business, not to be deducted from sick leave allowance or accumulative from year to year. Not more than five (5) consecutive days may be used at one time.

P7.500 UNPAID LEAVES

Leaves of absence without pay, for reasonable periods not to exceed two (2) years will be granted without loss of seniority for good cause, and such leave may be

extended for like cause. Leaves will not be granted for the purpose of accepting employment in private industry or the public sector.

P7.600 LEAVE FOR UNION BUSINESS

P7.610 Members of the Union elected to Union positions or selected by the Union to do work which takes them from their employment with the employer, shall at the written request of the Union, receive temporary leave of absence for periods not to exceed two (2) years, or the term of office, whichever may be shorter, and upon their return, shall be re-employed at work in the same classification left, with accumulated seniority.

P7.620 The Board agrees to recommend to the Public School Employees Retirement System that the time spent on leave of absence pursuant to this section be granted as service credit for retirement purposes.

P7.700 VETERANS

P7.710 Reinstatement of seniority for employees - Any employee who enters into active service in the armed forces of the United States, upon the termination of such service, shall be offered re-employment in his/her previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his/her seniority as may be available and which he/she is capable of doing, at the current rate of pay for such work, provided he/she reports for work within ninety (90) calendar days of the date of such discharge.

P7.720 A probationary employee who enters the armed forces and meets the foregoing requirements must complete his/her probationary period, and upon completing it, will have seniority equal to the time he/she spent in the armed forces, plus six (6) months.

P7.730 VETERANS LAW

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

P7.740 EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

P7.741 Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school Full-time under applicable federal laws in effect on the date of this Agreement.

P7.742 Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the school district when they are on Full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of an emergency.

P7.800 BEREAVEMENT

One funeral day for all 849 part-time Cafeteria Workers for a death in their immediately family, which is mother, father, mother-in-law, father-in-law, wife, husband, brother-in-law, sister-in-law, sister, brother, grandparent, or child.

ARTICLE P8: GENERAL PROVISIONS

P8.100 BULLETIN BOARDS

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

P8.200 UNION USE OF SCHOOL PREMISES

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

P8.300 SUPPLEMENTAL AGREEMENTS

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

P8.400 ACT OF GOD DAYS/PAID HOLIDAYS

P8.410 Employees shall be compensated for a maximum of two (2) Act of God days per school year.

P8.420 Paid holidays shall include the following:

Thanksgiving Day
The Friday after Thanksgiving
Good Friday
Memorial Day
The Friday before Labor Day*

*Should the Friday before Labor Day become a student day of attendance then this holiday will be transferred to a midwinter break day when students are not in attendance.

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

P8.500 UNIFORMS

Uniforms will be provided to employees in a manner consistent with the provision of uniforms for full-time cafeteria workers. They will be provided with: two (2) shirts, two (2) pants, two (2) aprons, per school year.

GREAT START READINESS PROGRAM (GSRP)

ARTICLE G1: RECOGNITION

G1.100 EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the terms of this Agreement for all permanent full-time and part-time GSRP Employees, GSRP Certified Teachers, Associate Teachers, Program Assistant/Parent Coordinator/Bilingual, and excluding all Administrators.

ARTICLE G2: PURPOSE AND INTENT

- G2.100 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, Employees, and the Union.
- G2.200 Both parties to this Agreement recognize and subscribe to the principals that the interests of the community are superior to those of either party and that neither party can properly function unless it merits the confidence and good will of the community through the service it provides to the community.
- G2.300 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 G3: UNION SECURITY

G3.100 To the extent that the laws of the State of Michigan permit, it is agreed that:

G3.110 MODIFIED UNION SHOP

Each employee who, on the effective date of this Agreement is a member of the Union, shall, as a condition of employment, maintain his/her membership in the Union. Each employee hired on or after the execution of this Agreement shall, as a condition of employment, become a member of the Union thirty (30) days after this hiring date or the effective date of this Agreement, whichever is later and maintain membership in the Union, or shall fulfill the requirements of Section G3.120. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

G3.120 AGENCY PROVISION

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

ARTICLE G4: UNION DUES & INITIATION FEES

G4.100 PAYMENT BY CHECK-OFF OR DIRECT TO UNION

Employees may tender the initiation fee and monthly membership dues by signing an Authorization for Check-off of Dues form, or may pay the same directly to the Union. During the life of this Agreement and to the extent the laws of the State of Michigan and Federal Law permit, the Employer agrees to deduct the Union membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed an Authorization for Check -off of Dues Form.

G4.200 DEDUCTIONS

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

G4.300 DELIVERY OF EXECUTED AUTHORIZATION OF CHECK-OFF FORM

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

G4.400 WHEN DEDUCTIONS BEGIN

Check-off deduction under all properly executed Authorization for Check-off of Dues Forms shall become effective at the time the application is tendered to the Employer and shall be deducted from the first pay of the month and each month thereafter.

G4.500 DELIVERY OF ADDITIONAL CHECK-OFF FORMS

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

G4.600 REFUNDS

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

G4.700 TERMINATION OF CHECK-OFF

An Employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such Employees following the end of each month in which the termination took place.

G4.800 DISPUTES CONCERNING CHECK-OFF

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

G4.810 REMITTANCE OF DUES TO FINANCIAL OFFICER

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

G4.820 LIMIT OF EMPLOYER'S LIABILITY

The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Union will protect and save harmless the Employer from any and all claim, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

G4.830 DISPUTES CONCERNING MEMBERSHIP

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

ARTICLE G5: GENERAL PROVISIONS

G5.100 Each Employee, while acting within the scope of his/her official duties and District policy, will be covered by the provisions of the school district's liability insurance policy. The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other form of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

G5.200 It is expressly agreed between the District and the Union that sexual harassment will not be condoned. All charges of alleged sexual harassment are to be reported to the Superintendent or his/her designee for investigation. If someone is found to have engaged in sexual harassment, such behavior will be addressed in accordance with District Policy.

G5.300 ASSAULT UPON AN EMPLOYEE

Any case of assault upon an Employee shall be reported within twenty-four (24) hours to the District. For any such assault which occurs during the performance of official duties and within the scope of District policy, the District will advise the Employee of his/her rights and obligations with respect to such assault. The Employee may request to have a Union representative present and, in an emergency situation, the Union representative could submit the incident report.

G5.400 HEALTH AND SAFETY

G5.410 The District agrees to abide by all State and Federal laws. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or well-being. Any such condition is to be reported to a supervisor immediately.

G5.420 The District will pay the cost of any physical examination required. Chest X-rays and/or tuberculin tests, if required, shall be provided by the District at a District designated facility.

G5.430 The Employer will provide for first aid training and/or CPR classes if this training is required of the Employee.

G5.500 The District shall provide adequate lounge, if space is available, and rest rooms for Employee use.

G5.600 The Employer recognizes its responsibility to give reasonable support and assistance to the Employee with respect to the maintenance of control and discipline of students. Program resources will be available to assist staff. After exhausting program resources, the District may request the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional services.

G5.700 UNION RIGHTS

G5.710 The Employer will provide space on existing bulletin boards for posting of Union business.

G5.720 The Employer shall make available to the Union, upon written request, within a reasonable time, information where available, which the Union needs for preparation of bargaining demands for implementation of the terms of this Agreement.

G5.800 No Employee shall, on a permanent basis, be required to perform work other than work designated by his/her job classification.

G5.810 Employees shall not be required to transport students in their personal vehicles.

G5.900 PERSONNEL FILES

G5.910 Employees shall have the right to review their personnel files upon written request to the Employer. The Employee may request and shall be granted Union representation during the review. Only one (1) file shall exist on each Employee and be maintained at the Personnel Office.

G5.920 The Employee may sign any disciplinary material placed in an Employee's file and said signature shall be for the purpose of indicating the Employee has read the material and shall not necessarily indicate that the Employee agrees with the material.

ARTICLE G6: REPRESENTATION

- G6.100 The Employer agrees to recognize a bargaining committee comprised of a representative from GSRP, and the committee will include a representative from Council 25, and the Union president or his/her designee.
- G6.200 The members of all Union committees recognized by the Employer for purposes of collective bargaining shall be limited to Employees who have completed a ninety (90) work day probation period with Lincoln Park Public Schools.
- G6.300 The names of all such committee members shall be submitted in writing to the Employer by the Union upon election or appointment to a recognized committee.
- G6.400 Special conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least three (3) but not more than five (5) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. A representative of the Council or a representative of the International Union may attend such meetings.

ARTICLE G7: HOURS OF EMPLOYMENT

G7.100 HOURS

G7.110 Employees who are regularly employed, work seven (7) or more hours per day and are assigned to a classification, shall be considered as permanent full-time Employees.

G7.120 Employees who are regularly employed and assigned to a classification but work less than seven (7) hours a day shall be considered as part-time Employees. An Employee working four (4) hours or more shall be entitled to all benefits of this Agreement on a prorated basis after ninety (90) days of employment.

G7.200 LUNCH PERIOD – COFFEE BREAK

Eight (8) hour members of the bargaining unit shall be entitled to a paid duty free lunch period of thirty-five (35) minutes. A paid fifteen (15) minute break for each four (4) hour period worked will be scheduled pursuant to work place procedures.

G7.300 OVERTIME

All overtime is approved in advance by the Employer and is paid at one and one-half time the Employees hourly rate. Overtime will be paid for all time worked over forty (40) hours per week, forty (40) hours per week and all time worked will be scheduled.

G7.400 ACT OF GOD DAYS

The past practice of allowing “compensatory time off” for fifty-two (52) week Employees who report to and work during days that school(s) are closed due to Acts of God will no longer be effective. It is understood that non-fifty-two week Employees who are either instructed not to report and/or are sent home because of Acts of God, shall continue to receive pay so as not to suffer loss of pay and/or benefits.

G7.500 HOURS OF EMPLOYMENT

G7.510 Summer employment is at the discretion of the Employer. The Employer shall notify Employees by written memorandum as soon as possible, providing the dates, location, and staff assignment for the summer program. Whenever state law mandates extended year programs, employees who are working in

those programs during the regular school year will be given first option for extended year employment.

G7.520 The Program Assistant/Parent Involvement Coordinator may perform some limited Title I responsibilities during summer employment.

ARTICLE G8: WORKING CONDITIONS

G8.100 TELEPHONE USE

Bargaining unit employees shall be allowed the use of telephones for emergency purposes.

G8.200 UNION USE OF SCHOOL FACILITIES

The Union may use available school facilities without charge for Union meetings upon securing the approval of the appropriate administrator.

G8.300 UNION USE OF INTER-SCHOOL MAIL SERVICE AND FAX

The Union shall have the right to use the inter-school mail service to communicate with its members, provided that all materials sent are clearly identified and the Union accepts all responsibility for such materials. Abuse of school mail service will be subject to disciplinary action.

ARTICLE G9: SENIORITY

G9.100 DEFINITION

G9.110 Seniority shall begin on the date of employment by HR letter of assignment to a union classified position (as defined in Article G1) if there is no BOE resolution, but shall not take effect until the employee has been employed for ninety (90) calendar days, at which time he/she shall be certified as a permanent employee. Such seniority shall be designated as "District Seniority" on the seniority list.

G9.120 This definition shall apply throughout this collective bargaining agreement whenever the term "seniority" is used.

G9.130 For part-time employees hired on or after September 7, 2011, seniority for part-time employees shall be granted and shall accumulate in such proportional amounts as their actual hours of work bear to full-time employment.

G9.200 PROBATIONARY EMPLOYEES

G9.210 New Employees hired in the unit shall be considered as probationary Employees for the first ninety (90) calendar days (excluding summer) of their employment. When an Employee finishes the probationary period by accumulating ninety (90) calendar days, he/she shall be entered on the seniority list of the unit as of his/her effective day of employment. There shall be no seniority among probationary Employees (summer recess excluded).

G9.220 The Union shall represent probationary Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article G1 of the Agreement, except discharged and disciplined Employees for other than Union activity.

G9.300 LOSS OF SENIORITY

Seniority shall be broken and the Employee shall be removed from the seniority list for the following reasons:

G9.310 If the Employee quits.

- G9.320 If the Employee is discharged and the discharge is not reversed through the grievance process of the Agreement.
- G9.330 If the Employee is absent for five (5) consecutive working days without notifying the Employer.
- G9.340 If the Employee fails to return to work from layoff when recalled as set forth in the recall procedure provided herein.
- G9.350 If the Employee overstays a leave granted for any reason as hereinafter provided for five (5) consecutive working days without notifying the School District and/or fails to give explanation satisfactory to the School District.
- G9.360 Notwithstanding his/her position on the seniority list, the steward shall in the event of a layoff of any type be continued at work as long as there is a job in his/her area which he/she is qualified to perform and shall be recalled to work in the event of a layoff on the first open position in his/her area which he/she is qualified to perform.
- G9.370 If the Employee takes a leave of absence his/her seniority shall be adjusted.

G9.400 PROMOTIONS/VACANCIES

Promotion defined as an increase in annual compensation, excluding summer or supplemental programs.

- G9.410 Promotions within the bargaining unit shall be made on the basis of seniority and qualification (with the exception of probationary Employees). However, in the event that there are no qualified applicants, probationary employees may be considered.
- G9.420 Employees granted lateral transfers within classification shall spend at least one year in said position before they shall be granted another lateral transfer.
- G9.430 Job vacancies will be posted for a period of seven (7) calendar days, in a conspicuous place in the work site. Employees interested shall apply within the seven (7) calendar day posting period. The senior Employee applying for the promotion, which is qualified and recommended, shall be granted a trial period, not to exceed sixty (60) days.

- G9.440 An interview committee shall recommend a candidate for promotion. The committee shall be comprised of those required by federal guidelines, a Local 849 Employee whose job is closely related to the opening, GSRP administrator, and one or more parents.
- G9.450 In the event the senior applicant is denied the promotion, reasons for denial shall be given to such Employees upon written request by the individual with copies to the Union except where barred by the Employee.
- G9.460 During the trial period the Employee shall have the opportunity to revert back to his/her former classification.
- G9.470 If the Employee is unsatisfactory in the new position, the Employer shall have the opportunity to place the Employee back in his/her former classification during the trial period. The Employer shall submit notice and reasons of such move to the Union in writing, with a copy to the Employee. The matter may then become a proper subject for the second step of the grievance procedure.
- G9.480 During the trial period, Employee will receive the rate of the job he/she is performing.
- G9.490 The Employer agrees to make available to the Union a list of all applicants for promotion through job postings.

G9.500 TRANSFERS

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

G9.510 TEMPORARY TRANSFERS

If an Employee is temporarily transferred to a position, he/she shall have accumulated seniority while working in the position to which he/she was transferred.

G9.520 LATERAL TRANSFERS

Transfer shall be defined as the movement through the posting procedure (except where a letter of transfer is on file) from one location or department

to another where a vacancy exists with no change in rate of pay, classification, and essentially the same hours.

G9.600 TEMPORARY ASSIGNMENTS

The Employer shall have the right to assign temporarily, not to exceed twenty (20) working days, any Employee to perform a duty with either a higher or lower rate of pay than that to which he/she is normally assigned. Such action shall be taken on a temporary basis only and such action shall not be deemed to be either a promotion or a demotion.

G9.610 Employees required to work in a higher classification shall be paid at a higher rate depending upon their credentials for the hours worked in that position.

G9.620 Employees required to work in a lower classification will receive their regular rate of pay.

G9.700 TRIAL PERIOD CONDITIONS

Employees promoted to a new position or granted a voluntary transfer shall complete a trial period of sixty (60) days in the new position. During the first sixty (60) days in the trial period, the Employee may at his/her option, return to his/her former position and location and pay rate without loss of status or seniority. If the Employer determines that his/her services in the new classification are unsatisfactory, he/she shall be transferred back to his/her former classification and location without loss of seniority. The Employer shall submit notice and reasons of such a move to the Employee and the Union in writing. Final determination is subject to the Grievance Procedure.

G9.800 NEW AND ADDITIONAL POSTINGS

The Employer will have the right to establish new positions in the bargaining unit as may be required.

G9.900 RATES FOR NEW JOBS

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

ARTICLE G10: LAYOFFS AND RECALL

- G10.100 Layoff shall be defined as a reduction in the work force. A substantial reduction in the work year, workweek, or work hours shall be identified as a purpose for bumping.
- G10.110 The Employer shall meet with the Union twenty one (21) work days prior to the date of layoff is to become effective, if possible. The Local Union's president shall receive a list from the Employer of the Employees being laid off on the same day the notices are issued, if possible.
- G10.120 When it becomes necessary to reduce the working staff by means of a "layoff," probationary Employees shall be laid off first, followed by the least senior Employees in the classification being reduced. Any displaced Employee in the classification who cannot displace an Employee within said classification shall displace any less senior Employee in any classification and then least senior in bargaining unit. An Employee bumping another must be qualified for the position that he/she is bumping into. Employees may not bump to a classification with a higher rate of pay.
- G10.130 A laid off Employee shall be considered on layoff until he/she is reinstated by the Employer for the length of his/her seniority. Any GSRP laid off shall be given preference to any position in the main unit, if qualified to perform the duties before the Employer goes outside. Any certified teacher shall be given priority to openings in the District.
- G10.140 When the working force is increased after a layoff, Employees shall be recalled on the basis of seniority.
- G10.150 The notification of recall will be by certified letter, mailed to the last known address. Failure of the Employee to respond to the written notice within fourteen (14) calendar days shall be cause to be removed from the seniority list. Extensions may be granted by the Employer for extenuating circumstances. It is the obligation of the Employee to keep the Personnel Office apprised of his/her current address.
- G10.160 The Employer agrees not to hire new employees to a job classification where there are Employees laid off, without first offering to recall the qualified laid off Employees.

G10.170 Employees will remain on the lay-off list a maximum of three (3) years.

ARTICLE G11: EVALUATIONS

G11.100 Each Employee shall be formally evaluated by his/her immediate supervisor or District Administrator.

G11.110 Formal evaluation shall take place not less than once every five (5) years.

G11.120 The evaluator shall meet with the Employee to discuss the evaluation and at the Employee's request, Union representation shall be granted.

G11.130 If the Employee does not agree with the evaluation, he/she may write a statement to be attached to said evaluation form and placed in his/her personnel file.

G11.140 Evaluation meetings will be held during the normal workday.

G11.150 Any changes in the evaluation process shall be subject to the grievance procedure, except as mandated by the funding agent.

ARTICLE G12: SPECIAL CONFERENCES

G12.100 Special conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least three (3) but not more than five (5) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. Such meetings may be attended by a representative of the Council or a representative of the International Union.

ARTICLE G13: STEWARDS

- G13.100 GSRP shall be represented by one (1) steward or an alternate steward in the absence of the steward, who shall be a regular, or permanent Employee and working in the area.
- G13.200 The steward, or the alternate steward, in the absence of the steward, during his/her working hours without loss of pay, may, in accordance with the terms of this section investigate and present grievances to the Employer, upon having advised his/her supervisor of same. The immediate supervisor will grant permission and provide sufficient time to the steward to leave his/her work for these purposes. The privilege of a steward leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. The steward will perform his/her regularly assigned work at all times, except when necessary to leave his/her work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a special conference.

ARTICLE G14: GRIEVANCE PROCEDURE

G14.100 DEFINITION

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

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

G14.200 WRITTEN PROCEDURE

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

- Step 1: Within twenty (20) working days of the occurrence of the facts on which the grievance is based, the Union will file a written grievance on the accepted grievance form for the employee with his/her immediate Supervisor. The immediate Supervisor will give a written reply within seven (7) working days after the grievance is received.
- Step 2: Within five (5) working days after delivery of the Supervisor's decision, the grievance may be appealed to the Superintendent. The appeal shall be in writing and shall set forth specifically the alleged violation of the contract provision on which the grievance is based. Within twenty (20) working days after delivery of the appeal, the Superintendent, or designee, shall investigate the grievance and shall communicate a decision, in writing, together with supporting reasons, to the Union. As a part of the Superintendent's investigation, the Superintendent, or designee shall arrange for a hearing to be attended by no more than three (3) Union representatives.
- Step 3: If the Union is dissatisfied with the decision of the Superintendent or his/her designee, either the Union or the Board may request, in writing to the other, that the matter be submitted to non-binding mediation with the Michigan Employment Relations Commission. Such request for mediation must be made no more than twenty (20) workdays after delivery of the Superintendent's disposition. For mediation to occur, the mediation request must be agreed upon in writing by the other party not more than ten (10) workdays following receipt of the request.

Step 4: If the Union is dissatisfied with the decision of the Superintendent or his/her designee, or if the mediation process does not resolve the grievance, the Union may refer the matter to arbitration by delivering written notice of its filing with the American Arbitration Association to the Superintendent within forty-five (45) working days after the Union's receipt of the decision of the Superintendent or his/her designee or within thirty (30) days of the termination of the mediation process. The arbitrator shall be selected from the panel of arbitrators furnished by the American Arbitration Association, and the arbitration shall be conducted under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the Board of Education and the Union. The arbitrator shall confine his/her decision to the sole question of whether or not there has been a violation of the Agreement and, if he/she finds a violation, the appropriate relief.

G14.210 The arbitrator's award shall be final and binding on the Board and the Union and any employees involved.

G14.300 STEP ADVANCE

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

G14.400 TIME LIMITS

G14.410 Failure to commence to process the grievance within the time limits set forth shall bar the grievance.

G14.420 Failure to appeal a decision to the next step within the time limits set forth shall constitute acceptance of the last written decision and shall bar future action on that particular grievance.

G14.430 A grievance not answered timely by the Employer will automatically advance to the next step of the grievance procedure.

G14.440 A grievance may be withdrawn, without prejudice, and, if so withdrawn, all financial liabilities shall be annulled.

G14.500 UNION REPRESENTATION

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

G14.600 SETTLEMENT IMPLEMENTATION

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

G14.700 SIMILAR GRIEVANCE

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

ARTICLE G15: SICK LEAVES / LEAVES OF ABSENCE

G15.100 SICK LEAVE

G15.110 Each bargaining unit member shall be granted one (1) day per working month plus three (3) days per year as sick leave days. At the end of the probationary period, an Employee may draw on his/her anticipated sick leave days for the balance of the current school year. If an Employee leaves before the end of the school year, any unearned used sick leave days will be deducted from his/her final paycheck.

G15.120 All unused sick leave allowance days shall be placed, at the end of the fiscal year in the Employee's cumulative sick leave bank. Accumulation of these days shall be limited to forty (40) days with each day after twenty (20) in one year requiring medical documentation. It is understood that should a part-time Employee move to a full-time position, the accumulated leave days will be pro-rated to the part-time equivalent.

G15.130 Employees shall make every effort to call in the AESOP system two (2) hours prior to the start of their shift if they are unable to report to work. Employees who will be off more than one (1) day or for an extended period of time shall keep the District informed. If off more than four (4) days, unless pre-approved by administration, the Employee shall provide to the office a doctor's report stating that he/she is able to resume work.

G15.140 At retirement and for no other reason, an Employee shall receive a separate one-time payment for accumulated sick days as follows: An Employee shall receive the cash equivalent of fifty percent (50%) of one day's pay for each accumulated sick day.

G15.200 ON-THE-JOB INJURIES

Any Employee injured in an accident compensable under the Worker's Compensation Act shall receive from the Employer the difference between the amounts received through Worker's Compensation and 70% of his/her regular pay for a period not to exceed one (1) year from date of injury. Accidents must be reported to the immediate supervisor and an incident report filled out within twenty four (24) hours. Accidental injury on the job shall not be chargeable to leave allowance.

G15.300 PAID LEAVES

G15.310 FUNERAL LEAVE

Absences for which pay will not be deducted and not charged to the sick leave bank: Death in immediate family which is described as mother, father, mother-in-law, father-in-law, wife, husband, brother-in-law, sister-in-law, sister, brother, grandparent or child. Funeral leave for death of a relative not listed above or a member of the household shall be at the discretion of the Superintendent or his/her designee. Length of funeral leave will be at the discretion of the Superintendent or his/her designee, but is not to exceed three (3) days.

G15.320 JURY DUTY

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

G15.330 UNION LEAVE

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

G15.400 UNPAID LEAVES

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

G15.410 EXTENDED SICK LEAVE

Any Employee whose personal illness extends beyond the period compensated by accumulated sick leave days shall be granted leave of absence without pay for such time as is necessary for complete recovery

from such illness, not to exceed five (5) years. Employees returning from extended sick leave before the end of one (1) year shall be assigned to the same regular position in his/her classification. Employees, who have been on an extended sick leave beyond one (1) year, but not more than five (5) years, shall notify the Board of Education thirty (30) days in advance of returning from leave. Upon returning from leave an Employee shall be assigned to the same position or a substantially equivalent position, if available, or will replace the junior Employee with the least seniority in his/her unit.

G15.420 LEAVE FOR UNION BUSINESS

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

G15.430 FAMILY LEAVE

The Board of Education will grant an unpaid family leave of absence to any Employee who is included in the bargaining unit, upon written request for such leave and proper certification from his/her doctor. An unpaid family leave of absence may be extended up to five (5) years upon the written request of the Employees, but after one (1) year's leave, Extended Sick Leave shall apply. Any Employee who is included in the bargaining unit may use the sick leave provisions of this Agreement. Such leave related to pregnancy shall be treated as a disability.

G15.440 VETERANS

Reinstatement of Seniority Employees - any Employee who enters into active service in the armed forces of the United States, upon the termination of such service shall be offered re-employment in his/her previous position without loss of seniority (freeze in seniority) or a position of like seniority, status, and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in

which event he/she will be offered such employment in line with his/her seniority as may be available and which he/she is capable of doing, at the current rate of pay for such work, provided he/she reports for work within ninety (90) calendar days of the date of such discharge. A probationary Employee who enters the armed forces and meets the foregoing requirements must complete his/her probationary period and upon completing it, will have seniority equal to the time he/she spent in the armed forces, plus six (6) months.

G15.441 VETERANS LAW

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

G15.442 EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school Full-time under applicable federal laws in effect on the date of this Agreement. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the School District when they are on Full-time active duty in the Reserve or National Guard provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of an emergency.

ARTICLE G16: HEALTH INSURANCE COVERAGE

- G16.100 All full-time Employees (defined as thirty-five (35) or more regular hours per week) will be provided hospitalization medical coverage for the employee and his/her family. The coverage and employee co-pay of premium shall be as delineated in Section 17.100 of this Agreement.
- G16.200 Full-time employees who have health insurance protection through their spouse's employer, at the employee's option, may apply the amount equivalent to the single subscriber cost for any Board provided insurance premium for the coverage of other insurance and protection plans which are available through the Employer on a district wide basis.
- G16.300 Part-time Employees may purchase insurance coverage through the Employer at the Employers cost. Single coverage Employees may purchase additional coverage under the same provision. Provider open enrollment period may apply.

ARTICLE G17: HOLIDAYS

G17.100 FULL-TIME EMPLOYEES

G17.110 One week during Christmas shall be paid. Retirement and FICA as required by law shall be paid. When Christmas vacation begins on a day other than Monday, Employees will be paid for the full week. When school resumes after Christmas vacation on a day later than Monday, Employees will be paid for the full week. All pay will be in accordance with regularly assigned hours.

G17.120 Other paid holidays shall be allowed as follows:

Thanksgiving (2 days)

Good Friday (1 day)

Memorial Day (1 day)

*Friday before Labor Day (for full-time positions normally scheduled to work the week before labor Day – 1 day)

Labor Day (1 day)

*Should the Friday before Labor Day become a student day of attendance then this holiday will be transferred to a midwinter break day when students are not in attendance.

G17.200 EMPLOYEES WORKING LESS THAN 35 HOURS

G17.210 When Christmas vacation begins on a day other than Monday, Employees will be paid for the full week. When School resumes after vacation on a day later than Monday, Employees will be paid for the full week. All pay will be in accordance with regularly assigned hours.

G17.220 Other paid holidays shall be allowed as follows:

Thanksgiving (2 days)

Good Friday (1 day)

Memorial Day (1 day)

Labor Day (1 day)

G17.230 Each Employee shall be paid for each of the holidays listed above at his/her regular rate of normal hours worked, provided that he/she shall have

been present and shall have performed his/her duties during the whole of his/her proper shift, both the working days immediately preceding and immediately following the holiday. If the Employee has not been so present, he/she shall receive no pay for said holiday unless acceptable proof of absence is presented to the Superintendent.

- G17.240 Should said holidays fall on a Saturday, the previous Friday shall be deemed to be the "day off" provided, however, that school classes are not in session on that Friday. In a like manner, when said holiday falls on Sunday, the next succeeding Monday shall be the "day off" provided that school classes are not in session on that Monday. If the above mentioned "day off" is not available because of classes being in session, the Employer shall designate at least ten (10) working days in advance what day shall be recognized as the "day off".
- G17.250 All non-fifty-two week Employees shall be allowed vacation time during the school year when teachers and children are not in attendance, except that the regular Easter vacation period shall be considered time off without pay.

ARTICLE G18: MISCELLANEOUS

G18.100 FINANCIAL INFORMATION

The School Administration agrees to furnish the Union the District's Financial Reports necessary and pertinent to the purpose of collective bargaining.

G18.200 MISCELLANEOUS COMPENSATION – PERSONAL EXPENSES

Each Employee will be reimbursed by the Employer for job-related personal expenses on behalf of the Employer. Personal Expenses may also be defined as out-of-pocket expenses. Such expenses must have prior approval of the building administrator/immediate supervisor.

G18.300 MILEAGE ALLOWANCE REIMBURSEMENT

Each Employee will be reimbursed by the Employer for job-related travel on behalf of the Employer. Job-related travel for reimbursement must have prior approval of the building administrator/immediate supervisor. Reimbursement shall be paid at the current rate per mile determined according to IRS guidelines provided reports are submitted on a monthly basis.

G18.400 TUITION REIMBURSEMENT

The Employer agrees to pay the cost of tuition for a course of instruction where the attendance of an Employee is required by the Board of Education. Continuing education provisions of the state are exempt from the provisions of this section.

G18.500 RETIREMENT

An Employee may elect to retire in accordance with the provisions of the Michigan Public School Employees Retirement Act.

ARTICLE G19: GENERAL PROVISIONS

G19.100 SUPPLEMENTAL AGREEMENTS

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

ARTICLE G20: RIGHTS AND RESPONSIBILITIES

G20.100 EMPLOYEE RIGHTS AND RESPONSIBILITIES

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

G20.110 Nothing in this Contract shall be construed to deny or restrict an Employee's rights under the Michigan General School Laws or applicable civil laws. The rights granted in this Contract are deemed to be in addition to those provided elsewhere.

G20.120 The Union, its officers and stewards accept responsibility to attempt to prevent strikes among its members.

G20.200 BOARD RIGHTS AND RESPONSIBILITIES

G20.210 Except as modified by the specific terms of this Contract, the Board retains all rights and powers to manage the Lincoln Park School District, and to direct its Employees. The Union recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan, and inherent in responsibilities to manage a public school system, including the right:

G20.211 To the executive management and administrative control of the school system and its properties and facilities, and the activities of its Employees during Employee working hours.

G20.212 To hire all Employees, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment.

G20.220 The Board has the responsibility to evaluate the work of its Employees and to inform the Employee of its view of his/her work. Disagreements concerning an Employee's evaluation shall be subject to the grievance procedure.

ARTICLE G21: TERMINATION AND MODIFICATION OF AGREEMENT

- G21.100 This Agreement shall continue in full force through June 30, 2016. The Parties agree to meet and mutually set insurance provisions (Article G16) for the 2014-15 and 2015-16 school years.
- G21.200 The entire agreement or specific provisions of the agreement may be rejected, modified, or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4.
- G21.300 All programs and features depend upon continued funding from the State. Should funding be reduced, all economics are reopened.
- G21.400 If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give written notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days' notice prior to the current year's termination date.
- G21.500 If either party desires to modify or change this Agreement, it shall sixty (60) days prior to the termination date or any subsequent termination date; give written notice of its intent to amend this Agreement. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.
- G21.600 Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to 600 W. Lafayette, Detroit, Michigan 48226, and if to the Employer, to 1650 Champaign, Lincoln Park, Michigan 48146 or to any such address as the Union or the Employer may make available to each other.

ARTICLE G22: RATES AND CLASSIFICATIONS

- G22.100 To insure job rights for the Employee, all work within an existing classification and job description shall be performed only by regular Employees assigned to those classifications. These Employees shall work under the terms of this Agreement between the Board and the Union.
- G22.200 The Union will be promptly notified of the position, wages, and working hours of any new bargaining unit member.
- G22.300 Classifications and wage schedule for all bargaining unit members shall be attached to and become part of this Agreement.
- G22.400 The Employer agrees to furnish the Union, through the President and Local Union, with an up-to-date salary schedule for all bargaining unit members upon request at reasonable times.

ARTICLE G23: JOB DESCRIPTIONS

G23.100 It is mutually agreed between the parties that the Union and Employer shall meet and confer that the Union shall have input into the job descriptions and any future changes that the Employer may make.

SCHEDULE A: HOURLY PAY RATES

MAINTENANCE UNIT			
CLASSIFICATION*		2014-16	**3/14/95
Lead Utility	1	23.05	24.20
Head Utility Inside	2	22.47	23.59
Head Utility Outside	2	22.47	23.59
Head Utility Painter	2	22.47	23.59
High School Engineer	3	22.31	23.43
Middle School Engineer	4	21.74	22.83
Warehouse Clerk	5	20.93	21.98
Elementary Engineer I ***	6	20.51	21.54
Elementary Engineer II	7	20.32	21.34
Auditorium Technician	8	20.30	21.32
Assistant Utility Outside	9	20.12	21.13
Assistant Utility Painter	9	20.12	21.13
High School Assistant Engineer	9	20.12	21.13
Middle School Assistant Engineer	9	20.12	21.13
Lease Building Assistant Engineer	10	20.05	21.05
Elementary Assistant Engineer	11	19.01	19.96
Custodian – Step 1	15	11.89	
Custodian – Step 2	15	12.25	
Custodian – Step 3	15	12.50	
Custodian – Step 4	15	16.36	
Custodian – Step 5	15	17.84	
Custodian – Step 6	15	18.29	19.20

*Classifications are listed in Article 13.

**Rate for Employees hired before 3/14/95.

***Hoover, Keppen, Lafayette

BUSINESS OFFICE UNIT			
CLASSIFICATION*		2014-16	**3/14/95
Senior Bookkeeper	2	22.47	23.59
Senior Bookkeeper 1 Year Training Wage		21.32	
Senior Payroll	2	22.47	23.59
Senior Payroll 1 Year Training Wage		21.32	
Junior Bookkeeper	9	20.12	21.13
Junior Bookkeeper 1 Year Training Wage		18.95	
Junior Payroll	9	20.12	21.13
Junior Payroll 1 Year Training Wage		18.95	

SECRETARY UNIT			
CLASSIFICATION*		2014-16	**3/14/95
Secretary – Step 1	16	11.47	
Secretary – Step 2	16	11.63	
Secretary – Step 3	16	11.75	
Secretary – Step 4	16	11.79	
Secretary – Step 5	16	12.47	
Secretary – Step 6	16	17.15	
Secretary – Step 7	16	17.47	
Secretary – Step 8	16	17.76	18.65

CAFETERIA UNIT			
CLASSIFICATION*		2014-16	**3/14/95
Head Cook	12	15.93	16.73
Assistant Cook	13	13.50	14.18
Utility Driver	13	13.50	14.18
Assistant Utility Cook	14	13.50	
Head Cashier	17	9.98	10.48

PART-TIME CAFETERIA		
	2014-16	**3/14/95
Food Handler – Step 1	9.48	
Food Handler – Step 2	9.69	10.17
Cashier / Part-time Kitchen Helper – Step 1	8.19	
Cashier / Part-time Kitchen Helper – Step 2	8.48	8.90

PARAPROFESSIONAL UNIT			
CLASSIFICATION*		2014-16	**3/14/95
Paraprofessional – Step 1	18	9.90	
Paraprofessional – Step 2	18	10.05	
Paraprofessional – Step 3	18	10.19	
Paraprofessional – Step 4	18	11.09	
Paraprofessional – Step 5	18	11.88	
Paraprofessional – Step 6	18	15.39	
Paraprofessional – Step 7	18	15.66	
Paraprofessional – Step 8	18	15.84	
Paraprofessional – Step 9	18	16.06	
Paraprofessional – Step 10	18	16.74	17.58

GSRP		
	2014-16	**3/14/95
Certified Teacher	21.12	22.18
Probationary Certified Teacher	19.82	
Associate Teacher	10.97	11.52
Probationary Associate Teacher	9.92	

PROGRAM ASSISTANT / PARENT COORDINATOR / BILINGUAL		
	2014-16	**3/14/95
Program Assistant – Step 1	11.47	
Program Assistant – Step 2	11.63	
Program Assistant – Step 3	11.75	
Program Assistant – Step 4	11.79	
Program Assistant – Step 5	12.47	
Program Assistant – Step 6	17.15	
Program Assistant – Step 7	17.47	
Program Assistant – Step 8	17.76	18.65

A.100 In order for the steps delineated in Schedule A to be paid to eligible employees for the 2014-15 school year, the district's 2013-14 audited total general fund revenues must equal or exceed 2013-14 audited total general fund expenditures.

A.110 If the district's 2013-14 audited total general fund revenues equal or exceed 2013-14 audited total general fund expenditures, then:

A.111 Eligible employees shall receive the step increase after the final 2013-14 financial audit has been presented to the Board of Education.

A.112 Any amount owed to eligible employees for a step increase earned prior to the final 2013-14 financial audit presentation shall be paid in a lump sum added to the first paycheck in December 2014.

- A.200 In order for the steps delineated in Schedule A to be paid to eligible employees for the 2015-16 school year, the district's 2014-15 audited total general fund revenues must exceed 2014-15 audited total general fund expenditures by at least the cost of a step increase for all eligible employees.
- A.210 If the district's 2014-15 audited total general fund revenues exceed 2014-15 audited total general fund expenditures by at least the cost of a step increase for all eligible employees, then:
- A.211 Eligible employees shall receive the step increase after the final 2014-15 financial audit has been presented to the Board of Education.
- A.212 Any amount owed to eligible employees for a step increase earned prior to the final 2014-15 financial audit presentation shall be paid in a lump sum added to the first paycheck in December 2015.
- A.300 All employees shall be paid via direct deposit.

SIGNATURES

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

A.F.S.C.M.E. COUNCIL 25
LOCAL 849

BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE
CITY OF LINCOLN PARK

Council 25 Representative

President

Local Union President

Secretary