

**MASTER AGREEMENT**

**between the**

**LAKE CITY AREA SCHOOLS**

**and the**

**LAKE CITY SUPPORT STAFF FEDERATION**

**Affiliated with the**

**MICHIGAN FEDERATION OF TEACHERS/AFL-CIO**

**and the**

**LAKE CITY BUS DRIVERS  
LAKE CITY CUSTODIANS,  
LAKE CITY FOOD SERVICE  
AND LAKE CITY SECRETARIES (2013)**

**2009-2012**

**EXPIRES JUNE 30, 2012**

## TABLE OF CONTENTS

### ARTICLE I

Recognized Units, Union Membership .....Page 2

Authorization for Deductions.....Page 4

### ARTICLE II

Rights of the Employer, Rights of the Union.....Page 5

### ARTICLE III

Disciplinary Action.....Page 6

### ARTICLE IV

Evaluations.....Page 7

### ARTICLE V

Personnel Files.....Page 7

### ARTICLE VI

Seniority, Vacancies.....Page 8

Layoffs, Classifications, Recall.....Page 9

### ARTICLE VII

Student Discipline, Assault, Parent Complaints, Employee Handbook....Page 10

Health and Safety, Hiring Substitutes.....Page 10

### ARTICLE VIII

Sick Leave, Personal Leave, Jury Duty, Extended Child Care Leave.....Page 11

Funeral Leave, FMLA.....Page 12

Unpaid Leave, Unpaid Leave Conditions.....Page 13

### ARTICLE IX

Insurance Carrier, Life Insurance.....Page 13

Coverage Termination, Effective Date, Double Coverage.....Page 14

School-related Injury.....Page 14

ARTICLE X

Strikes, Lockouts.....Page 14

ARTICLE XI

Definition, Grievability.....Page 14

Aggrieved Person, Notice, Days, General Principles.....Page 15

Procedure for Adjustment of Grievances.....Page 16

ARTICLE XII

Duration.....Page 18

Appendix A – Custodians.....Page 24

Appendix B – Food Service.....Page 29

Appendix C – Transportation.....Page 34

Appendix D – Secretaries.....Page 43

## AGREEMENT

This Agreement is made by and between the Board of Education of the Lake City Area Schools, Missaukee County, State of Michigan, hereinafter called the "Employer," and the Lake City Custodians, the Lake City Food Service personnel, the Lake City Bus Drivers and the Lake City Secretaries affiliated with the Michigan Federation of Teachers/AFT/AFL-CIO hereinafter called the "Union" (local 4772).

### PREAMBLE

Whereas, the Employer is required by law to negotiate with the Union on wages, hours and working conditions for all employees represented by the Union, and the parties, through negotiations in good faith have reached agreement on all such matters.

Now, therefore, the parties desire to execute this contract covering such agreement.

There shall be primary negotiations and secondary negotiations between the parties. Primary negotiations shall include up to two representatives from each of the secondary groups covered by each Appendix in this Agreement unless additional representatives are mutually agreed upon. The Administration shall be entitled to a reasonable number of representatives. If either party desires to negotiate changes to the Master Agreement, that party shall provide written notice to the other party evidencing said intent at least sixty (60) days prior to expiration of the Agreement. If such notice is not provided in the manner herein described, the Master Agreement shall extend for an additional term of one year and thereafter from year to year until such notice is provided by either party. If timely written notice is provided, the parties agree to schedule negotiations within thirty (30) days of the date of notice.

Secondary negotiations shall commence at least thirty (30) days prior to the expiration date of the Appendix covering the subject employee group or at such other time as is mutually agreed upon.

### ARTICLE I RECOGNITION

#### Section 1: Recognized Units

The Union shall be, and is hereby recognized as the sole and exclusive collective bargaining agent with respect to wages, hours of employment and conditions of employment for the employees of the Employer as defined in this paragraph. The term "employees," as used in this Agreement, shall mean Maintenance-Custodians, all bus driver employees (excluding substitute drivers and mechanics), all cafeteria employees, and all secretaries (except Central office personnel), excluding supervisors and all temporary summer help and any students hired under federal programs.

#### Section 2: Union Membership

The Employers and the Union, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit regardless of whether or not such member belongs to the Union, accept the following method designated to enable all such members of the bargaining unit to support the efforts of the bargaining union agent on their behalf:

- A.** Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Union and execute an authorization permitting the deduction of Union dues.
- B.** Any member of the bargaining unit who has not joined the Union and executed an authorization for deduction of Union dues during such period, or having joined has not continued to pay Union dues, shall immediately execute an authorization permitting deduction of service fees, representing the proportionate share of collective bargaining costs as determined by the Union. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Union.
- C.** In the event that the bargaining unit member shall not pay such service fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, and at the request of the Union, deduct the service fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Union, or its designee, no later than twenty (20) days following deduction under the procedures provided below:
- D.** The procedure in all cases of non-payment of the service fee shall be as follows:
- a.** The Union shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the employer in the event compliance is not effected.
  - b.** If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Union may request the Employer to make such deduction pursuant to paragraph "a" above.
  - c.** The Employer, upon receipt of a request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Union or authorized payroll deduction of same.
  - d.** Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
- E.** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, judgments, damages or other forms of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this article. The Employer reserves the right to hire counsel at the Employer's expense.

## CHECK-OFF OF UNION DUES & INITIATION FEES

The Employer agrees to deduct current regular monthly Union dues and initiation fees, as certified by the Federation, from the pay of any employee who has fully executed and furnished the Employer with an authorization form as shown below:

**“I, the undersigned, do hereby authorize and direct my Employer to deduct from my wages the membership initiation fees or due in the amount fixed pursuant to the Constitution and By-Laws of the Union or its designated agent, pursuant to the provisions of any current or future collective bargaining agreement.**

**This authorization shall remain in effect until revoked by me, and shall be irrevocable for a period of one (1) year from date hereof or until the termination date of any applicable collective bargaining agreement, whichever occurs sooner, unless I revoke it by sending written notice to my employer and Union by registered mail, only during a period of five (5) days immediately succeeding the termination date of any yearly period, it shall be automatically renewed as an irrevocable check-off from year to year until duly revoked as herein provided.”**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Employee's Signature

The Employer agrees to forward the amount of initiation fees or Union dues deducted each month to the Union, a list of those from whom deductions will be furnished to the Union at the same time.

The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason, action taken or not taken by the Employer in compliance with provisions of this Article, in reliance upon initiation fees or dues deductions, authorizations which have been furnished to it.

The Employer agrees to furnish to the Union a list of all employees who have not signed check-off authorizations and who have been employed for a period of Thirty (30) days or longer as of the first of each month.

**ARTICLE II  
DEFINITION OF RIGHTS AND RESPONSIBILITIES**

**Section 1: Rights of the Employer**

- A. It is agreed that all rights and prerogatives which ordinarily vest in and have been exercised by the Employer, except those which are relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
  2. The right to establish, modify or change any work hours or number of work days, provided that the employer will bargain over the impact of any decision to reduce the number of work days to four (4) per week.
  3. The right to direct the working forces, including the right to hire, promote, transfer, discipline, and/or re-assign employees, assign work or duties to employees, determine the size of the work force, and to layoff employees.
  4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work, the institution of new and/or improved methods or changes therein.
  5. Adopt reasonable rules and regulations and take any action(s) required by law.
  6. Determine the qualifications of employees.
- B. The exercise of the foregoing power, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement. The employer recognizes its obligation under the Michigan Public Employment Relations act to refrain from discrimination against Union members due to their exercise of protected rights.

**Section 2: Rights of the Union**

- A. The Union and its representatives shall have the right to use rooms in the school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Employer may make reasonable charge therefore. No charge shall be made for the use of rooms one (1) hour before the commencement of the school day nor until 7:00 p.m. of that day. Such use will require that the Union follow the established building scheduling procedures.
- B. The Union shall have the right to post notices of its activities and matters of Union concern

on a bulletin board located in the break rooms. Said notices and other Union materials may also be circulated through office mail service. The Union shall identify its materials as Union publications.

- C. The Employer shall make available to the Union within a reasonable time statistics, records, work schedules or other information which the Union reasonably needs for preparation of bargaining demands for implementation of the terms of this Agreement or grievances. (It is understood that this provision in no way requires the Employer to compile materials in ways such material is not normally compiled.)
- D. The Union president or his/her designee shall be permitted reasonable release time for Union business for the purpose of investigating and presenting grievances during work hours, provided that approval is secured by his/her immediate supervisor.

### ARTICLE III DISCIPLINARY ACTION

- A. Discharge of a new hire employee in the bargaining unit during the probationary period shall not be grievable, provided that the probationary employee has been afforded progressive discipline in accordance with the following:
  - 1. The employee is furnished with one (1) or more written evaluations, which specifically describes job-related deficiencies and contains suggestions and/or methods for improvement under Administrative guidance, and
  - 2. The employee, prior to the date of discharge, received an written statement containing the reasons for discharge.
  - 3. Probationary employees may be released from employment with or without cause but may not be released for engaging in union activity. Unless otherwise provided in the Appendix, the probationary period shall be one year.
- B. No employee shall be disciplined, reprimanded, discharged or suspended without just cause.
- C. An employee disciplined, reprimanded, discharged, or suspended, who considers such discipline, reprimand, discharge, or suspension without good cause, shall present a grievance or such action as provided in the grievance section of this Agreement.
- D. The Employer recognizes and subscribes to the philosophy of progressive discipline including:
  - 1. Verbal warnings
  - 2. Written warnings
  - 3. Suspension – with or without pay or involuntary transfer, if appropriate
  - 4. Discharge



**If an employee engages in an act or omission justifying the imposition of discipline at an advanced step of the progressive disciplinary process, the employer reserves the right to begin discipline at the appropriate step.**

- E. If discharge of an employee is to be considered because of deficiencies observed in the employee's work, such action must be preceded by:**
- 1. Observation of the deficiencies by the employee's immediate supervisor through the evaluation process described elsewhere in this Agreement.**
  - 2. Direction that the employee must improve and the consequences of failure to do so.**
  - 3. Opportunity for the employee to make improvements.**
  - 4. Assistance from the immediate supervisor and/or administrators and Employer resources to help the employee improve.**

#### **ARTICLE IV EVALUATIONS**

- A. All employees in the bargaining unit shall be evaluated by their immediate supervisor at least once per year.**
- B. Each employee upon initial employment or the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated.**
- C. Each employee shall be given a copy of his/her evaluation. If an employee is rated unsatisfactory, a conference shall be scheduled within three days between the immediate supervisor, the employee, and the union representative, if requested. The employee may request the presence of a Union representative at this conference or meeting.**
- D. Substantiated complaints or concerns previously discussed with the employee may be a part of the evaluation.**

#### **ARTICLE V PERSONNEL FILES**

- A. An employee shall be permitted to inspect the contents of his/her personnel file. A Union representative may be present if requested by the employee. Only one file containing evaluative material shall be maintained for each employee.**
- B. The employee shall sign, date, and receive any materials placed in the file which constitute disciplinary action, substantiated negative or adverse comments, personnel evaluations or other documents which it is necessary to establish that the employee has received.**

- C. All material making adverse reference to an employee's competence, character, or manner shall be placed in a file only with an employee's knowledge within a reasonable time after receipt of discovery of said material. An employee shall have the right to attach his/her comments thereto within a reasonable period of time.
- D. Employees may request that the Superintendent of Schools remove any disciplinary actions from the employees file after one year.

**ARTICLE VI  
SENIORITY, VACANCIES, LAYOFF AND RECALL**

**Section 1: Seniority**

- A. Seniority shall be defined as length of service in the unit and classification, exclusive of layoff and/or unpaid leave periods. During layoff and/or unpaid leave periods, seniority shall not continue to accrue, but shall be "frozen" from the commencement date to the termination date of the layoff and/or leave.
- B. Probationary employees retained in excess of the probationary duty days shall have seniority from first date of hire.
- C. All seniority is lost when there is a severance of employment unless due to layoff.
- D. The seniority list shall be published and copies furnished to the union at the beginning of the school year.

**Section 2: Vacancies**

- A. All vacancies, whether created by expansion, resignation, discharge, transfer, leaves, or promotion shall be filled by the applicant possessing the necessary qualifications (i.e., seniority, ability to perform work, physical fitness to perform available work and/or other qualifications determined by the Employer). The employer reserves the right to hire the most qualified job applicant. If the applicants are equally qualified, seniority shall control.
- B. In the event of a dispute over the relative equality of other qualifications is considered, (as addressed in paragraph A above), a trial period of thirty (30) working days shall be granted to the employee. Such period shall be requested by the grievance committee of the Union after discussion of the problem with the Employer. The question of ability and/or physical fitness for the job shall be determined by the Employer at the end of the trial period.
- C. Whenever any vacancy within the bargaining unit occurs, the Employer agrees to provide for posting of the position and to give written notice of the vacancy to the Union. No vacancy shall be filled until it has been posted for at least five (5) working days.

### **Section 3: Layoffs**

**In the event of a reduction in force which requires the layoff of an employee from the system, the Employer will seek volunteers and any employee seeking layoff will be laid off first. If no one volunteers for layoff the employee with the least seniority within the classification bargaining unit shall be the first to be laid off regardless of his/her position. However, in order to be retained or recalled, the employee(s) involved must be able to perform available work efficiently.**

### **Section 4: Classifications**

**When it is necessary to reduce the number of employees, the employee(s) on the job with the least seniority in classification in the bargaining chapter will be released from such job. Such employee will then be allowed to displace an employee with the least seniority in another job in the same bargaining unit chapter for which they are qualified. The Employer shall determine an employee's qualifications. The Employer shall not impose job requirements not customarily imposed on other bargaining unit members without agreement of the Union.**

### **Section 5: Recall**

- A. Registered or certified letters of recall shall be sent to the last address the employee listed with the Employer as his/her mailing address.**
- B. It is the responsibility of laid off employees to maintain a current address with the Employer. Laid off employees must indicate their desire to be recalled on an annual basis by providing written notice to the superintendent's office.**
- C. Laid off employees shall be recalled to the first vacancy for which they are qualified in reverse order of layoff. All laid off employees shall be recalled immediately upon the resolution of any crisis which may have precipitated the reduction in work force.**
- D. A laid off employee shall be considered laid off until:
  - 1. The employee is reinstated in the school district.**
  - 2. The employee refuses an offer from the Employer to fill a comparable position for which the employee held prior to the layoff.**
  - 3. The employee fails to respond within fifteen (15) days of receipt to a written offer (by certified/registered mail) of a position made by the Employer.**
  - 4. The employee is laid off beyond a period of two (2) years. After the layoff period has expired, all seniority rights are forfeited.****

**ARTICLE VII  
SPECIAL CIRCUMSTANCES**

**Section 1. Student Discipline**

The Employer accepts its responsibility to provide administrative assistance and support to all its employees. The employees agree that all disciplinary measures invoked by them shall be reasonable and just and in accordance with established practices.

**Section 2: Assault**

- A. Any case of assault (e.g., an action which places an employee in fear of imminent harm) upon an employee arising out of a school-related incident shall be promptly reported to the Employer. If the assault was by pupil(s), the administration shall promptly investigate the matter and determine suitable treatment for the assaulting pupil(s). This decision shall be communicated to the employee concerned. If the assault is by an adult who is not a pupil, the Employer shall promptly report the incident to the proper law enforcement authorities.
- B. Time lost by an employee in connection with any incident mentioned above shall not be charged against the employee.

**Section 3: Parent Complaints**

Any complaint by a parent directed against an employee shall be promptly called to the attention of the employee, if the complaint is considered serious.

**Section 4: Employee Handbook**

The Employer shall provide each employee with any employee handbook developed by the Employer. New employees shall be provided said handbook upon hiring. Changes to this handbook will be promptly provided to each employee in written form.

**Section 5: Health and Safety**

Employees shall be required to vacate buildings that are being fumigated.

**Section 6: Hiring Substitutes**

Employees are encouraged to offer suggestions and/or recommendations concerning new employees and substitute employees.

Also – see appropriate appendix.

**ARTICLE VIII  
SICK LEAVE AND OTHER LEAVES**

**Section 1: Sick leave**

- A. Employees shall be entitled to sick leave when they are incapacitated by illness or disability to the extent that they are unable to perform their normal job duties. Sick leave days are to be used solely and exclusively for illness of the employee and/or a member of his/her immediate family, when the employee is responsible for the care of that member of the family or for any other person for whom they are responsible. Sick leave may also be used for doctor appointments which cannot otherwise be scheduled.**
- B. Immediate family shall include: spouse, children, parents, parents-in-law, grandparents, grandparents-in-law, brothers, sisters, or grandchildren, or any person whose care the employee is responsible.**
- C. In the event that an employee is absent due to illness for five (5) consecutive days, the Employer may, at its own expense, request an examination by an independent physician.**
- D. Sick leave is understood by the parties to include any medical disabilities due to pregnancy and/or childbirth (pre- and post-natal).**

**Section 2: Personal Leave**

**An employee planning to use a personal leave day or days shall request permission from the Employer at least two (2) working days in advance but is encouraged to provide as much advance notice as possible, except in cases of emergency. Personal leave shall not be used for recreation, vacation, or shopping trips and shall not be taken on a work day preceding or succeeding a vacation or holiday nor if the employee can make arrangements to avoid its use. Unused personal days will be added to the employee's accumulative sick day total at the end of the year.**

**Section 3: Jury Duty**

**An employee who serves on jury duty shall be paid the full amount he/she would have earned for each day to a maximum of ten (10) days in which the employee reports for or performs jury duty and on which he/she otherwise would have been scheduled to work, provided the employee turns over to the Employer the amount received for jury duty on the days when the employee would otherwise have been undertaking regular assigned work in the School District. If an employee is paid mileage by the court, such employee shall retain the mileage payment. If jury service is anticipated to exceed 10 days, discussion shall occur between the parties concerning employee compensation.**

**Section 4: Extended Child Care Leave**

- A. An Extended Child Care Leave without pay shall be granted to any employee, provided that the employee applies in writing to the Employer at least thirty (30) days prior to the date such leave is to commence, except in the case of emergency.**

- B. The employees' request for leave shall include the beginning date of the requested leave and shall include the employee's date of return.**
- C. An Extended Child Care Leave shall be granted for up to a maximum of one (1) calendar year per child.**
- D. An Extended Child Care Leave which has been applied for and granted in anticipation of such need may be rescinded by the employee at any time prior to its commencement.**
- E. An employee may make written application to the Superintendent of schools for reinstatement prior to expiration of the leave granted by the Employer. However, the Employer reserves the right in its sole discretion to approve accelerated termination of leave on the basis of each individual case.**
- F. The employee will not receive seniority credit for the duration of the Extended Child Care Leave.**
- G. Upon return from such leave, the employee shall be returned to the same position held prior to the leave or a comparable position if the same position no longer exists. If there is no vacancy, the layoff procedure will be implemented to determine who among the employees (including the returning employee) will fill the available positions.**
- H. Failure to return from a leave on the date specified without reasonable cause shall be deemed a resignation unless mutually agreed upon by the Employer and the employee prior to said date.**
- I. Extended Child Care Leave shall provide no experience credit on the salary grid. Upon return from leave, the employee shall be entitled to all benefits accrued to said leave.**

#### **Section 5: Funeral Leave**

**Employees shall be granted up to five (5) paid leave days following a death in the immediate family. (Immediate family: spouse, children, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, brothers, sisters, brother/sister-in-law, or any person for who's financial or physical care the employee is primarily responsible.) When funeral arrangements or other demonstrable obligations fall on an employee following death of any person not covered above, this provision shall be extended to include that person.**

#### **Section 6: FMLA**

**It is agreed that in relation to the Family Medical Leave Act (FMLA) each employee is entitled to twelve (12) weeks of medical insurance coverage, to the extent provided for in the law. If the individual chooses to use any combination of sick and/or personal leave with a medical leave request, the use of these days will not increase the overall amount of FMLA leave to which an employee is entitled; these days will run concurrently.**

**Section 7: Unpaid Leave**

An employee requesting an unpaid leave of absence for any reason other than illness shall make application to the Superintendent of Schools in writing, at least thirty (30) days prior to the anticipated leave day, except in case of emergency, stating the length of leave requested and the purpose thereof. Approval rests solely with the Employer.

**Section 8: Unpaid Leave Conditions**

- A. Employees on unpaid leaves will not be covered by any Employer fringe benefits unless otherwise required by law. A person on unpaid leave may, however, continue group coverage in such fringe benefits by paying the Employer for such coverage at such time as the premiums are due.
- B. Failure to return after the termination date of leave, unless such failure is legitimately excusable in the judgment of the Employer, shall constitute grounds for investigation and a due process hearing for consideration of termination.
- C. An employee returning from leave will be entitled to the same or similar position as the one he/she took leave from. If there is no vacancy the layoff procedure will be implemented to determine who among the employees (including the returning employee) will fill the available positions.

**ARTICLE IX  
BENEFITS**

**Section 1: Insurance Carrier**

- A. To the extent the Employer has agreed to provide benefits for a particular unit, the Employer will select the insurance carrier for the group life, accidental death and dismemberment, and sickness and accident coverage. Benefits will be subject to standard provisions set forth in the policy or policies. See applicable appendix for applicable coverage level.
- B. In an effort to control costs and prevent the employee from having to pay excessively, it is agreed that a collaborative committee will be formed to consider possible carrier and/or policy changes. Prior to institution of a change of carrier and/or policy, the Employer and Union shall mutually agree through a committee of management representatives and Union representatives.

**Section 2: Life Insurance: (20 hours per week employees) [after 1-5-05]**

The Employer will provide without cost for each employee identified above \$30,000.00 term life insurance including AD&D.

**Section 3: Coverage Termination**

Benefit coverage shall cease in the month in which an employee is laid-off, retires, or terminates employment, unless continued coverage is otherwise required by law.

**Section 4: Effective Date**

Hospitalization benefit for a new employee shall become effective thirty (30) days after the first day of employment. Life insurance shall become effective immediately upon employment.

**Section 5: Double Coverage**

There shall be no double coverage paid by the School District.

**Section 6: School-related Injury**

School-related injury, which arises out of or occurs in the course of employment of an employee, shall be promptly reported to the Superintendent of Schools. The employees shall be supplied with the appropriate forms in the event of a school-related accident.

**ARTICLE X  
STRIKES AND LOCKOUTS**

**Section 1: Strikes**

The Union agrees that during the life of this Agreement neither the Union nor its agents will authorize, instigate, aid, condone, or engage in a work stoppage, slowdown, or strike.

**Section 2: Lockouts**

The Employer agrees that during the same period there will be no lockouts.

**ARTICLE XI  
GRIEVANCE PROCEDURE**

**Section 1: Definition, Grievability**

A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

The following matters will not be the basis of any grievance:

- A. Discharge of employees in the bargaining unit during the probationary period shall not be grievable, provided:
  1. The employee is furnished with written evaluations based on direct observations,



which evaluations specifically describe job-related deficiencies and contain constructive suggestions and/or methods for improvement under administrative guidance, and;

2. The employee, prior to the date of discharge, receives a definite written statement containing the reasons for discharge, which reasons are based upon the prior written evaluations.

**Section 2: Aggrieved Person, Notice, Days**

An "aggrieved person" shall mean any member or members of the bargaining unit, or the Union in its own behalf, making the complaint. The term "days" shall mean work days, except where otherwise indicated.

**Section 3: General Principles**

- A. A grievance may be withdrawn at any level, but withdrawal shall not extend the time limits hereinafter specified. Grievances arising from the action of authority higher than the immediate supervisor may be initiated at step 3 of this procedure.
- B. Hearings and conferences held under this procedure shall be conducted at times other than when aggrieved persons are scheduled for duty, unless it is impossible or unreasonable to do so. If scheduled during duty hours, the employee involved shall suffer no loss of pay.
- C. Forms for filing and processing grievances shall be given appropriate distribution so as to facilitate the operation of the grievance procedure. Any written grievance not substantially in accordance with the grievance form may be rejected as improper and such rejection shall not extend the time limits.
- D. No decision or adjustment of a grievance shall be contrary to any provisions of this Agreement.
- E. Failure by the employee and/or the Union at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- F. If the Employer or its designated agents fail to communicate a decision on a grievance within the specified time limits the grievance may be appealed to the next step.
- G. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced to writing and signed by the parties. The arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.
- H. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
- I. The arbitrator shall have no power to establish salary scales or to change any salary.
- J. The arbitrator shall have no power to decide any question which, under this Agreement, is

within the exclusive responsibility of the Employer to decide. In rendering the decision, the arbitrator shall give due regard to the responsibility of the Employer, and shall so construe this Agreement that there will be no interference with such responsibilities, except as they may be conditioned by this Agreement.

- K. The arbitrator shall have no power to interpret State or Federal law.
- L. No arbitrator shall hear more than one (1) grievance at any one hearing without mutual consent of the Employer and the Union.
- M. The Employer and the Union each shall bear the full costs of their representative counsel in the arbitration.
- N. The arbitrator's fees shall be assessed against the parties in a proportion to be determined by the arbitrator.
- O. It is the intention of the parties, where possible, that the issue(s) to be arbitrated, the relevant facts comprising the issue(s) and the remedy or remedies sought shall be jointly stipulated by the Employer and the Union, or if the parties are unable to agree to such stipulation, each party of interest shall submit a written stipulation of the issue(s) to the arbitrator in advance of the hearing date.
- P. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Employer, and the Union.

**Section 4: Procedure for Adjustment of Grievances**

Grievance shall be presented and adjusted in accordance with the following procedures.

**A. Step 1 - Informal Conference**

- 1. A complaint shall first be discussed with the immediate supervisor with the object of resolving the matter informally by the aggrieved person, his/her Union representative, or both.
- 2. In the event the matter is resolved informally and the Union representative was not present at the adjustment of the complaint, the immediate supervisor shall inform the Union of the adjustment.

**B. Step 2 - Written Procedure, Immediate Supervisor**

- 1. In the event the matter is not resolved informally, the grievance, stated in writing on the form provided for such purpose, may be submitted to the immediate supervisor within fifteen (15) days following the discovery of the act or condition forming the basis of the grievance, or within fifteen (15) days of when the grievant should reasonably have known of the act or conditions, whichever shall occur first.
- 2. Upon investigation of the issues involved, the immediate supervisor shall, within five

(5) days following receipt of the grievance, communicate his/her decision in writing on the form provided, together with supporting reasons, to the principal, the Union representative, and to the aggrieved person, if any.

C. Step 3 - Written Procedure, Superintendent of Schools

1. In the event the matter is not resolved at Step 2, the aggrieved person may, within five (5) days of receipt of the answer at Step 2, appeal to the Superintendent of Schools by filing a copy of the grievance form and answers thereto.
2. Upon investigation of the issues involved, the Superintendent of Schools shall, within fifteen (15) days following receipt of the grievance, communicate his/her decision in writing on the form provided, together with supporting reasons, to the principal, the Union representative, and to the aggrieved person, if any.

D. Step 4 - Written Procedure, Board of Education

1. In the event the matter is not resolved at Step 3, the aggrieved person may, within five (5) days of receipt of the answer at Step 3, appeal to the Board of Education by filing a copy of the grievance form and answer thereto.
2. In not less than five (5) days nor more than thirty-five (35) calendar days, the Board of Education shall hold a private hearing. The aggrieved person, his/her Union representative, and necessary witnesses, plus administration may be present. At least three (3) days notice shall be given by the Board of Education.
3. Within ten (10) days of the conclusion of the hearing, the Board of Education shall render its decision in writing, including reasons therefore, on the form provided, sending copies to the Union, the aggrieved person (if any), and to the administration.

E. Step 5 - Mediation

Within ten (10) days after receipt of the decision of the Board, the Union may, *but is not required to as a condition for invoking arbitration*, appeal a decision of the Board of Education to mediation in accordance with the procedures of the Michigan Employment

Relations Commission. The use of mediation extends the time frames for appeal to arbitration until ten (10) days after the mediation is concluded.

F. Step 6 - Arbitration

Within ten (10) days after receipt of the decision of the Board of Education, the Union may appeal the decision to binding arbitration by filing with the Superintendent of Schools the arbitration form. If the parties are unable to mutually agree upon an arbitrator within ten (10) days of the date the arbitration grievance form is filed with the Superintendent of Schools, then the union may request that the Michigan Employment Relations Commission provide a list of arbitrators. If the parties cannot agree upon an arbitrator, an arbitrator shall be selected by allowing each party to alternatively strike one (1) arbitrator from the list until a final unstricken arbitrator is selected.

ARTICLE XII  
DURATION

This Agreement shall become effective upon ratification and remain in full force until June 30, 2012 (June 30, 2010 for secretaries). For the 2010-2011 and 2011-2012 contract years, the contract will be re-opened to negotiate two (2) language items and compensation (salary and benefits) only.

LAKE CITY SUPPORT STAFF FEDERATION

BOARD OF EDUCATION  
LAKE CITY AREA SCHOOLS

S. S. Hall  
Custodial Unit Shene Bellett 9/19/09 Date  
Johnny Serrano 9/11/09 Date  
Food Service Unit  
Step U. Esen 9/14/09 Date  
Bus Driver Unit

Ruby T. Hon 9/24/09 Date  
Board President  
Craig J. Brown 9/24/09 Date  
Board Secretary  
Wayne Ash 9-10-09 Date  
Superintendent

J. L. Mickles 9/17/09 Date  
MFT Field Rep

**GRIEVANCE FORM**

**Step 2**

**TO** \_\_\_\_\_

**Date Submitted** \_\_\_\_\_

**FROM** \_\_\_\_\_

**Date grievance** \_\_\_\_\_

**Discovered** \_\_\_\_\_

**Check one: I do ( ), do not ( ), wish the Union to represent me in this grievance.**

**Statement of Grievance (specify contract sections which apply, plus a detailed statement of the facts giving rise to the grievance.)**

**Remedy Sought (specify)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Statement of Decision (state decision, cite contract sections, and give reasons for decision).**

\_\_\_\_\_  
**Signature and Date**

**Copies:**

**Grievant (1)**

**Employer (2)**

**Union (3)**

**GRIEVANCE FORM**

**Step 3**

**TO** \_\_\_\_\_

**Date Submitted** \_\_\_\_\_

**FROM** \_\_\_\_\_

**Date grievance** \_\_\_\_\_

**Discovered** \_\_\_\_\_

**Check one: I do ( ), do not ( ), wish the Union to represent me in this grievance.**

**Statement of Grievance (specify contract sections which apply, plus a detailed statement of the facts giving rise to the grievance.)**

**Remedy Sought (specify, only if different from Step 2)**

\_\_\_\_\_  
**Signature AND DATE**

\_\_\_\_\_  
**Statement of Decision (state decision, cite contract sections, and give reasons for decision).**

\_\_\_\_\_  
**Signature and Date**

**Copies:**

**Grievant (1)**

**Employer (2)**

**Union (3)**

**GRIEVANCE FORM**

**Step 4**

**TO** \_\_\_\_\_

**Date Submitted** \_\_\_\_\_

**FROM** \_\_\_\_\_

**Date grievance** \_\_\_\_\_

**Discovered** \_\_\_\_\_

**Check one: I do ( ), do not ( ), wish the Union to represent me in this grievance.**

**Statement of Grievance (specify contract sections which apply, plus a detailed statement of the facts giving rise to the grievance.)**

**Remedy Sought (specify, only if different from Step 3)**

\_\_\_\_\_  
**Signature AND DATE**

\_\_\_\_\_  
**Statement of Decision (state decision, cite contract sections, and give reasons for decision).**

\_\_\_\_\_  
**Signature and Date**

**Copies:**

**Grievant (1)**

**Employer (2)**

**Union (3)**

**GRIEVANCE FORM**

**Mediation (optional)**

**TO** \_\_\_\_\_

**Date Submitted** \_\_\_\_\_

**FROM** \_\_\_\_\_

**Date grievance** \_\_\_\_\_

**Discovered** \_\_\_\_\_

**Statement (state intent to arbitrate, cite details of grievance being arbitrated, and attach copies of forms for Steps 2-4).**

**Request for conference to work out joint and/or separate stipulation of facts and issues to be submitted to the arbitrator.**

**Suggested dates** \_\_\_\_\_

**Union Signature and Date** \_\_\_\_\_

\_\_\_\_\_  
**Employer response (date for conference, etc.)**

\_\_\_\_\_  
**Signature and Date**

**Copies:**

**Grievant (1)**

**Employer (2)**

**Union (3)**



**GRIEVANCE FORM**

**Arbitration**

**TO** \_\_\_\_\_

**Date Submitted** \_\_\_\_\_

**FROM** \_\_\_\_\_

**Date grievance**

**Discovered** \_\_\_\_\_

**Statement (state intent to arbitrate, cite details of grievance being arbitrated, and attach copies of forms for Steps 2-4).**

**Request for conference to work out joint and/or separate stipulation of facts and issues to be submitted to the arbitrator.**

**Suggested dates** \_\_\_\_\_

**Union Signature and Date** \_\_\_\_\_

\_\_\_\_\_  
**Employer response (date for conference, etc.)**

\_\_\_\_\_  
**Signature and Date**

**Copies:**

**Grievant (1)**

**Employer (2)**

**Union (3)**