

AGREEMENT

between

THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT

OF THE

CITY OF EAST LANSING

and

THE EAST LANSING CHAPTER OF LOCAL 1390

AFFILIATED WITH THE

INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF

STATE, COUNTY, AND MUNICIPAL EMPLOYEES

and

COUNCIL 25

AFL-CIO

July 1, 2008

to

June 30, 2011

## AGREEMENT

This Agreement entered into on July 1, 2008 between the Board of Education of the School District of the City of East Lansing (hereinafter referred to as the Employer) and the East Lansing Schools Chapter of Local 1390 affiliated with the International Union of the American Federation of State, County and Municipal Employees, and Council 25 (hereafter referred to as the Union). The term "Board" when used hereinafter shall refer to the Board of Education of the East Lansing School District, its administrative agents and supervisory personnel within the meaning of Act 379.

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

The parties recognize that the basic purpose of the school district is the education of its youth and that all employees are obligated to work to help provide a quality program with clean, safe and functional facilities.

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 and all citizens.

The Board undertakes and agrees that it will not directly nor indirectly discourage or deprive or coerce any unit member in the enjoyment of any rights conferred by the laws of Michigan or the constitutions of Michigan and the United States.

### 1. RECOGNITION:

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 unit described below.

All Head Custodians, Custodians, Maintenance, Stockroom Personnel, Groundskeepers and Food Service Employees, excluding all others, providing that said employees work more than twelve (12) hours per week on a continuing basis in excess of six (6) months per year. For food service employees hired after July 1, 1998, those who work more than fifteen (15) hours per week on a continuing basis in excess of six (6) months per year, will be in the bargaining unit.

2. MANAGEMENT RIGHTS:

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan Revised School Code or any other laws or regulations.

Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised by the Board. Such rights include, by way of illustration and not by way of limitation, the right to:

- (A) Manage and control its business, its facilities, its equipment and its operation.
- (B) Continue its rights, policies, and practices of assignment and direction of its personnel, and scheduling.
- (C) Direct the working forces, including the right to hire, promote, assign, discipline, transfer and determine the size of the work force.
- (D) Determine the services, supplies, and equipment necessary to continue its operations.
- (E) Adopt reasonable rules and regulations.
- (F) Determine the qualifications of employees.
- (G) Determine overall goals and objectives, as well as the policies affecting the programs of the school district.
- (H) Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- (I) Determine the size and content of the management organization, its functions, authority, amount of supervision and the organizational chart.
- (J) Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.

It is further recognized that the Board, in meeting such responsibilities and in exercising its power and rights, acts through its administrative and supervisory staff.

3. WORK PERFORMED BY SUPERVISORS:

Supervisory employees except for the food service supervisor shall not perform work in any job classification of this bargaining unit; however, in emergency situations (unforeseen circumstances which call for immediate attention), supervisory employees may be required to perform work within specific job classifications. Additionally, the testing of materials and instruction or training of employees, including demonstrating proper methods, will involve supervisory employees. The Employer will develop a uniform training program for new hires and substitutes after consultation with the Union.

4. CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK:

The Union recognizes the Employer's right under PA 112 to contract out or subcontract work normally performed by bargaining unit members, however, if PA 112 is repealed the language shall revert back to that contained in the 1994-1995 Master Agreement. If PA 112 is amended as it pertains to the subcontracting of support services the parties will meet to renegotiate this section of the Master Agreement.

5. AID TO OTHER UNIONS:

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining for employees covered by this Agreement, or make any agreement with any such group.

6. AGENCY SHOP, UNION SECURITY:

Employees in the bargaining unit who are now members of the Union, or voluntarily become members of the Union, shall be required as a condition of continued employment to continue their membership or pay a service fee.

- (A) (1) All bargaining unit members within thirty (30) days from the first day of active employment shall, as a condition of employment, pay membership dues or a service fee to the Union, pursuant to the Union's policies and procedures. Pursuant to MCLA 408.477; MSA 17.277(7), the Board shall deduct the Union dues and service fees from the bargaining unit member's wages and remit same to the Union.
- (2) In the event that the Board is prohibited by law or legal decision to deduct the service fees or dues without signed authorization from a bargaining unit member and who does not pay or authorize the deduction of the service or dues, the Board, at the request of the Union, shall terminate the employment of such bargaining unit member upon completion of the Union's procedures. The parties expressly agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

- (B) The Union has established a “Policy Regarding Objections to Political-Ideological Expenditures”. The remedies set forth in such policy shall be exclusive and unless and until such procedures, including any administrative or judicial review have been availed of and exhausted, no dispute, claim or complaint by any objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to any other administrative or judicial procedure.
- (C) Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the service fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. Consequently, the parties agree that the procedures in this Article relating to the payment of the service fee by non-members shall be activated at least thirty (30) days following the Union’s notification to non-members and the Board of the fee for that given school year. It is agreed that the employee remains obligated for the entire annual service fee which shall be deducted in the remaining pay periods of the year.
- (D) Requests for payroll deductions or reductions, other than dues and service fees, shall be in writing. The Board assumes only the responsibility for the remittance of the amount specified by the employee. The Board shall be held harmless from violations of the tax code relating to tax sheltered annuity limitations, other than IRS section 125 under the provisions of Article 39(E).
- (E) The Union in all cases of mandatory representation benefit fee (R.B.F.) deduction pursuant to MCLA 408.477; MSA 17.277(7) shall notify the employee of non compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the employee fails to remit the R.B.F. or authorize deduction for same, the Union may request the Board to make the deduction. The Board upon receipt of the request for an involuntary deduction shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the fee to the Union or authorized payroll deduction for same.
- (F) In the event, as provided in Article 6 herein, the Union wishes to request the Board to terminate the employment of an employee for violating this article, the Union shall first notify the employee of non-compliance by certified mail return receipt requested. Said notice shall detail the non compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge may be filed with the Board in the event the compliance is not effected.
- (G) If the employee in question denies that he/she has failed to pay the fee, then he/she may request, and shall receive, a hearing before the Board limited to the question of whether he/she failed to pay the representation benefit fee.

- (H) The Board shall be indemnified and held harmless by the Union from any liability and cost as a result of complying with this article except that mistakes by the Board shall not be indemnified.

7. UNION DUES AND INITIATION FEES:

- (A) Deductions for any calendar month shall be remitted to the financial officer of Michigan Council #25 with a list for whom dues have been deducted as soon as the deduction has been made, but not later than five (5) days thereafter.
- (B) 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.

8. REPRESENTATION:

It is mutually agreed that the Union will select two (2) District Stewards to represent the employees within their district. The Union agrees to submit a list of the stewards and their designated districts to the Personnel Department upon their selection. In the absence of a regular Steward, an alternate may be appointed by the Chapter Chairperson. The Steward may investigate, resolve, and process grievances during work time only if such activities cannot be performed during nonwork time and provided the Steward and any affected employees have obtained prior approval from the Superintendent or designee. In no case will Union business exceed a limit of 20 hours per year in total of time paid for all stewards. During the school year, Stewards entering a building during regular office hours to conduct Union business will check into the school office before conferring with any employee. It is understood that such activities will be conducted expediently, with as little interruption to the work schedule as possible.

Except as set forth above, no steward or any other employee shall be granted time off for the purpose of handling Union matters or grievances unless approval has been given by the Superintendent or designee.

The Employer agrees to submit a list of designated representatives of the Board and/or Superintendent to the Union.

9. SPECIAL CONFERENCES:

- (A) Special conferences for important matters shall be arranged between the Local Union Chairperson and the Employer or the designated representatives, upon request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) 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 to be taken up in special conferences shall be confined to those included in the agenda.

All supplemental agreements shall be reduced to writing and signed by the parties; provided, however, such supplemental agreement shall be subject to the approval of the membership and the Employer.

Conferences shall be held at such times and at such places as shall be mutually agreed upon in advance. If conferences are called by the Employer, the members of the Union shall not lose time or pay for the time spent in such special conferences. This meeting may be attended by the representative of the Council and/or a representative of the International Union.

- (B) 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.

10. COMPUTATION OF BACK WAGES:

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned in normal working hours. Any income received during the employee's normal working hours, including any unemployment compensation and income protection benefits, shall be deducted from any back wages due.

11. PAYMENT OF BACK PAY CLAIMS:

If the Employer fails to give an employee pay to which he/she was entitled, and a written notice of his/her claim is filed within sixty (60) days of the time the Employer first failed to give him/her such pay, the Employer will reimburse him/her for the earnings he/she lost through such failure.

If the Employer fails to give an Employee pay to which he/she was entitled as the result of an error by the Employer, the Employer shall make the employee whole for monies lost. A written notice of the claim in this circumstance must be filed within one year of the time the Employer failed to give him/her such pay. In all other cases, the sixty (60) day time period shall apply.

12. DISCHARGE AND DISCIPLINE:

The right to discharge or discipline employees shall remain in the sole discretion of the Employer, but no discharge or discipline of seniority employees shall be made without just cause.

- (A) Notice of discharge or discipline. The Employer agrees, promptly upon the discharge or discipline of an employee, to notify in writing the Steward in the district and the employee of the discharge or discipline. Said written notice shall set forth the specific reasons for the discharge or discipline.

The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Steward of the district 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. Upon request, the Employer or his/her designated representative will discuss the discharge or discipline with the employee and Steward.

- (B) Appeal of discharge or discipline. Should the discharged or disciplined employee or the Steward consider the discharge or discipline to be improper, within ten (10) regularly scheduled working days of the discharge or discipline a grievance will be filed beginning at Step 2.
- (C) Use of past record
  - (1) In imposing any discipline on a current charge, the Employer will not take into account any prior infraction which occurred more than three (3) years previously unless such infraction is of a like nature. Discipline relating to sexual harassment, physical or sexual abuse, unprofessional conduct/misconduct as referenced in MCLA 380.1230b, or any infraction defined as a misdemeanor or felony under state law will not be subject to this three-year limitation.
  - (2) Employees hired after July 1, 1990 may be terminated if it is found that they provided falsified information on their employee application.

13. SENIORITY:

- (A) The term "regular employees" refers to those employees who have been appointed to custodial, maintenance, storekeeper, groundskeeper and food-service positions after having served a probationary period of ninety (90) work days. However, any work days missed during the probationary period shall extend the probationary period by a like number of days. Employees hired during the period June 15 through August 1 of any year will retain probationary status through a minimum of thirty (30) work days while school is in regular session. When an employee finishes the probationary period he/she shall be entered on the seniority list of the unit and shall rank for seniority from date of hire in the bargaining unit. There shall be no seniority among probationary employees. Probationary employees are "at will" employees.
- (B) 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 section one (1) of this Agreement, except discharged and disciplined employees for other than Union activity.
  - (1) Seniority shall be on a district-wide basis in accordance with the employee's seniority date in the bargaining unit.



- (2) Seniority shall not be affected by the race, sex, marital status or dependents of the employee.
- (3) The seniority list will show the name and classification and seniority date of all employees of the unit entitled to seniority.
- (4) The Employer will keep the seniority list up to date and will provide the chapter Chairperson, at his/her request, with an up-to-date copy every six (6) months. The Employer will make available seniority lists upon request.

The Chapter Chairperson shall be kept up to date between revisions of the seniority list by receiving written notifications on all new hires, promotions, demotions, discharges, transfers and quits.

- (5) An Employee shall lose his/her seniority for the following reasons:
  - (a) Quits
  - (b) Is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
  - (c) Is absent for three (3) consecutive working days without notifying the immediate administrative supervisor. In proper cases, exceptions shall be made. 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.
  - (d) If the employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
  - (e) Return from sick leave and leaves of absence will be treated the same as (c), above.
  - (f) Retires.
- (C) Seniority will continue to accumulate during periods of paid absences. Seniority will not continue to accumulate during periods of layoff and unpaid leaves.

14. LAYOFF:

- (A) The word "layoff" means a reduction in the working force.
- (B) If it becomes necessary for a layoff, the following procedure will be used:

Employees shall be laid off and/or recalled according to seniority. In the event it becomes necessary to lay off an employee, the employee to be laid off shall have the right to displace the employee with least seniority in one of the following categories:

The same classification and shift, unless the least senior employee, in the same classification and shift, has greater seniority than the employee in the position being eliminated.

The same classification and different shift, unless the least senior employee, in the same classification and different shift, has greater seniority than the employee in the position being eliminated.

A lower classification and same shift (provided the senior employee is qualified to hold that position), unless the least senior employee, in the lower classification and same shift, has greater seniority than the employee in the position being eliminated.

A lower classification and different shift (provided the senior employee is qualified to hold that position), unless the least senior employee, in the lower classification and different shift, has greater seniority than the employee in the position being eliminated.

If all employees in the categories specified above have greater seniority than the affected employee then the employee will be laid off.

Disposition of these cases will be a proper matter for a special conference and if not resolved shall be subject to the grievance procedure beginning at step 2.

- (C) For purposes of this Article an employee holding a dual classification position will be defined as having the higher classification and probationary employees in a classification shall be considered as least senior. When a probationary employee is in a higher classification than a non-probationary employee to be laid off and the non-probationary employee is qualified, as defined in Article 18, the non-probationary employee will be assigned the higher classification position and the probationary employee will be laid off.
- (D) Regular employees to be laid off will have at least sixteen (16) calendar days notice of layoff. The Chapter Chairperson will receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

- (E) Stewards shall in the event of a layoff of any type be continued at work as long as there is a job in their department (Custodial, Stockroom, Groundskeeper, Maintenance, and Food Service) which they can perform and shall be recalled to work in the event of a layoff on the first open job in their department which they can perform.
- (F) The Chapter Chairperson of the Unit shall, in the event of a layoff, be continued at work provided the chapter chairperson can perform any of the work available.
- (G) It is understood that during the summer months and other times of the year when school is not in session and food-service employees are not working, this does not constitute a layoff as defined in this section, but if a food-service employee wants to work, he/she shall be notified by the supervisor if work is available. Regular employees shall be employed for summer work before substitute employees. However, should it be ruled by the Michigan Employment Securities Commission, or other body of competent jurisdiction, that food service employees are eligible to receive unemployment compensation during periods when they would not normally be working, this section shall not preclude them from receiving same.

15. RECALL PROCEDURE:

When the working force is increased after a layoff, employees will be recalled on the basis of their seniority and ability to perform the work. Notice of recall shall be sent to the employee at his/her last known address by registered mail or certified mail. If an employee fails to report his/her intention to return to work ten (10) days from date of mailing of notice of recall, he/she shall be considered a quit.

An employee shall retain his/her right of recall from layoff for a period of two (2) years. The employee is responsible for keeping the employer apprised of his/her current address.

16. TRANSFER IN AND OUT OF BARGAINING UNIT:

If an employee is transferred to a position under the Employer not included in the bargaining unit and is thereafter transferred to an open position within the unit, he/she shall retain all rights accrued for the purpose of any benefits provided in this Agreement. When the employee is transferred back into the bargaining unit the employee shall retain seniority as of the date of transfer to the position outside of the bargaining unit, but shall not accumulate any seniority for the time working in the position outside of the bargaining unit, except for the purpose of any fringe benefits provided for in this Agreement.

17. JOB POSTING AND BIDDING PROCEDURES:

- (A) All vacancies and/or newly created positions within the bargaining unit to be filled shall be posted no later than the earliest of the following:

- (1) No less than ten (10) calendar days before the date of an intended vacancy (when known by the Employer, such as a retirement); or
- (2) No more than ten (10) calendar days after the position becomes vacant.

The positions posted under this provision will be filled on the basis of seniority, qualifications and ability to perform the job, and past performance. All components will be weighted as equally as possible. When components are substantially equal, seniority shall be the determining factor.

Notice of vacancies or newly created positions shall be posted on each Union bulletin Board for five (5) working days. Prior to filling such vacancy or newly created position, employees interested in applying for the position shall apply within the five (5) working days posting period.

- (B) All vacancies or newly created positions shall be awarded or denied within twenty (20) calendar days from the end of the posting period. In the event the senior employee(s) is (are) denied the position, the reasons for denial shall be given in writing to said employee(s).
- (C) The Employer shall furnish the Chapter Chairperson with a copy of each job posting, a written list of each applicant who applied for the position, and shall indicate on the list to whom the position was awarded.
- (D) An inservice training program will be established by the Employer in order to familiarize the successful bidder with the job routine. An employee who is a successful bidder on the job shall be on a training period for the first twenty (20) working days. During said working day period, the Employer shall evaluate the employee's performance in the newly assumed position. At the conclusion of the said twenty (20) days, the Employer may return the employee to the former position if the employee's performance has not been satisfactory to the Employer. During the first twenty (20) working days in the new position, the employee shall have the right to return to the position held immediately before the promotion. During the trial period, the employee's former position may be filled with a substitute if the employee's former position is a C1 or food service position. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing to the employee. The matter may then become a proper subject for the grievance procedure.
- (E) If a position becomes vacated during the trial period because the employee chose to revert to his/her former position, the job shall be awarded to one of the other applicants, provided they meet the requirements and qualifications as specified on the job standards list for that position. In the event there are no qualified applicants or no one chooses to apply for the position, the job shall be filled by the Employer from the outside.
- (F) During the trial period, employees will receive the rate of the job that they are performing.

- (G) Once an employee has successfully transferred to a higher classification, he/she will be limited to one additional transfer during any given fiscal year. An employee who is granted a transfer to another building at the same classification shall be ineligible to apply for another transfer at the same classification for six months, unless mutually agreed.

18. JOB STANDARDS - QUALIFICATIONS LIST:

Applicants for promotional opportunities under the provisions of Article 17 of this contract will be considered if they have seniority and have qualified under at least 80%, with a 70% or C grade, of the courses listed under the classification for which application is made.

Qualified shall be defined as having either:

- A. Successfully completed the mutually agreed course requirements by receiving 70% or C grade, as specified in Attachment D of this Agreement and been tested in each of the subject areas specified; or
- B. Shall have taken a master qualifying test, passing with a 70% or C grade, which test shall contain the elements of all subject areas mutually agreed. Such tests shall be arranged a minimum of twice yearly after the first course series. Applicants have the right to Union representation during testing.

For the purposes of selection, seniority shall remain the essential element in applicant selection, together with the appropriate qualifications. Qualifying insures eligibility for a period of three years; or

- C. Shall have successfully performed the position duties for which qualification is sought for a minimum of 45 consecutive working days. Further, "successful performance in the position" shall be determined by evaluation(s) completed by the immediate supervisor with final approval from the Superintendent or designee.

19. STAFF DEVELOPMENT:

All employees who are interested in promotion shall prepare themselves for the requirements of the classification for which they are applying by participating in Employer-sponsored in-service courses and/or enrolling in appropriate skill development courses at approved schools or community colleges. Testing may be substituted for these requirements. To this end, varied in-service opportunities through the year may be offered including the series of qualification training courses as identified in Attachments E - F to the Agreement. Course content and individual course tests will be reviewed by the Employer and the Union. For each hour in-service offered by the Board, the Board agrees to pay the hourly rate for ½ the session and the employee will contribute his/her time to ½ the session. In no case will the employee be reduced in time from a regular forty-hour week or his/her regularly schedule weekly hours.

In addition, the Board agrees to reimburse an amount not to exceed the prevailing tuition rate per credit hour for non-resident students and an amount not to exceed \$20 for registration fees and other related courses at community colleges, upon satisfactory completion (Grade C or better) of the course. All course work must be approved in advance by the Superintendent or his/her designee. The maximum hours of credit per employee shall be four (4) per semester and ten (10) participants from the unit per semester. The total cost to the Employer for reimbursement shall not exceed \$5,000 per year July 1 to June 30. Application for advance payment of fees as specified and tuition costs by the Board may be made on an individual basis and subject to approval by the Superintendent or his/her designee.

To obtain reimbursement upon satisfactory completion of the course, the employee will submit grade slips and tuition receipts to the Personnel Department with appropriate forms. Employees who become qualified for a new classification by successfully completing approved courses as specified in Attachments E – F of this Master Agreement or who have passed a master qualification test shall be paid at a rate in excess of the base rate for their current classification as shown in the classification and rates appendix of this Agreement. Employees who have qualified as described above shall have their "Q" honored.

20. INVOLUNTARY TRANSFERS AND ASSIGNMENTS:

Employees who are to receive a permanent change of assignment or transfer within their classification will be informed, in writing, at least sixteen (16) calendar days before the effective date of the change in assignment or transfer, by the Superintendent or the Superintendent's designee, stating the reason(s) for the change of assignment or transfer.

It is desirable that such assignments and transfers be mutually agreeable to the employee and the Superintendent or the Superintendent's designee. If the employee objects to the reason(s) stated as being arbitrary or capricious, the employee may utilize the grievance procedures, beginning at Step 2 of this Agreement. If a grievance is filed, the Superintendent or designee may make the change of assignment or transfer pending the outcome of the grievance.

21. VETERANS:

Any regular employee of the unit who leaves his/her position to serve in any branch of the Armed Services of the United States shall have any and all benefits and rights of the provision of Act 145 of the Public Acts of 1943, as amended, and any other federal or state law which would govern or have any application to the reemployment rights of any employee who has left or leaves to serve in any branch of the armed services of the United States.

If an employee of the unit is inducted into the armed forces, their period of the original induction shall be included in the computation of longevity and seniority, if applicable, provided that the employee can meet employment reinstatement requirements and

applies for reinstatement in his/her former position or one comparable within ninety (90) days after honorable discharge. In cases of re-enlistment, this Article shall not apply. Regular full-time employees who are members, with active status, of an armed forces reserve unit shall, at their request, be granted a leave of absence for such time as is required to engage in an annual reserve training program. Requests for military reserve leave of absence must be accompanied by a written order from the commander of the armed forces reserve unit involved, indicating report and return dates of training period. Upon presentation of proper evidence by the employee, the difference in pay between an employee's regular pay and military pay will be allowed for a period of not more than two (2) weeks.

22. LEAVE OF ABSENCE:

(A) Leaves of absence without pay or benefits for reasonable periods not to exceed two (2) years will be granted for the following. (An employee shall retain but not accumulate seniority while on such leave of absence.)

- (1) Serving in any elected position (public or Union).
- (2) Childbirth, childcare or adoption leave.
- (3) Illness, physical or mental, not included in the sick-leave policy.
- (4) Serving in an appointed position in Council 25 or the International Union.
- (5) Other leaves of absence, without pay, may be granted by the Board upon written request of the employee. Denial of said leaves shall not be subject to the grievance procedure.
- (6) Leave of absence without pay for two (2) members of the unit to attend International Union conventions or educational conferences shall be allowed for a period not to exceed a total of fifteen (15) days per year.

Leaves of absence without pay for reasons noted above may be extended by the Superintendent or Superintendent's designee.

(B) With pay

- (1) Leaves of absence with pay will be granted not to exceed five (5) working days for death in the immediate family, defined to include spouse, children, mother, and father. Leaves of absence with pay will be granted not to exceed three (3) working days for the death of other family members defined to include grandparents, brother, sister, and corresponding in-laws, grandchildren, or a member of the employee's household. Days in this subsection must be used for bereavement and for making necessary arrangements at the time of death and/or funeral service.

- (2) Leaves of absence with pay chargeable against the employee's sick-leave allowance shall be granted for attendance at the funeral of persons whose relationship to the employee warrants such attendance. Arrangements for leave under this section will be made with one of the employee's administrative supervisors prior to the taking of such leave.
  - (3) All employees covered under this Agreement shall be entitled to two (2) personal leave days per year. Personal leave shall not be used the day before or the day after a holiday or vacation (except in an emergency as determined by the immediate administrative supervisor), nor shall personal leave be granted for other employment, seeking other employment, child care, or any other leave provision in this Agreement. Any unused personal leave days will be added to the employee's accrued sick leave at the end of the year. The policy and past practice of allowing employees two days paid leave of absence per year for the purpose of religious observances is discontinued effective July 1, 2002. Employees may use personal leave days for required religious observance.
- (C) Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave during any 12-month period without pay but with health insurance coverage maintained for one or more of the following reasons:
- (1) due to the birth of the employee's child in order to care for the child;
  - (2) due to the placement of a child with the employee for adoption or foster care;
  - (3) due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
  - (4) due to a serious health condition that renders the employee incapable of performing the functions of his or her job. A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Any leave taken under this contract for the above purposes shall be charged against the employee's leave entitlement under the Family and Medical Leave Act at the election of either the Employer or the employee. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

## 23. SICK LEAVE COVERAGE

- (A) Sick leave shall be granted for the express purpose of protecting the employee within the limits of this policy against loss of income and other benefits that might normally accrue as result of his/her absence for reasons of personal



illness, disability due to pregnancy, or illness of his/her immediate family, defined herein to include spouse and children, which requires that he/she be absent from work. The Employer may request a physician's report verifying the illness to insure against abuse of the sick leave privilege. The expense of such physician's report shall be borne by the Employer. The Employer shall select the physician.

- (B) Credit for sick leave shall be made upon assuming regular employee status or at the beginning of the fiscal year, as appropriate, for all of the remaining months of the fiscal year, at a rate of one day per month, in addition to those days previously credited and not used, except that the total accumulation shall be unlimited.
- (C) Probationary employees accumulate sick leave but are not credited with or granted said leave until they achieve regular employee status.
- (D) An employee injured on any other gainful employment, outside of East Lansing Public Schools employment, shall not be eligible for sick benefits.
- (E) The Employer may request a physician's statement verifying the use of sick leave when there exists a reasonable suspicion of abuse.

It is agreed by the parties that if any adverse action should result, the employee will be afforded the opportunity to obtain a second opinion. The report issued by the second opinion physician shall be placed in the employee's personnel file at the employee's request.

The Employer may request a physician's report to verify that an employee is fit to work including performing food handling when appropriate.

Employees shall notify the Employer of the necessity for taking sick leave, providing time for the Employer to arrange for substitutes where required. Other than in extraordinary circumstances the Employer will be notified no later than one (1) hour (no later than 2 hours for shifts starting on or after 12:00 p.m.) prior to the beginning of the employee's shift. Employees who will be absent longer than the first anticipated shift must notify their supervisor on the day following the first missed shift.

- (F) The Board shall provide without cost to the employees regularly scheduled to work twenty (20) hours or more per week who are covered by this Agreement an insured income continuation plan for disability extending beyond the employee's accumulated sick leave. The Board will guarantee 60% of the employee's income from the base salary beginning from the tenth working day following the exhaustion of sick benefits and continuing to the ninety days at which time the LTD policy will activate. Individuals eligible for this benefit must be certified by the carrier and remain certified for this benefit and the insurance coverage.

The benefits of the plan will be consistent with the UNUM policy 12453 and the certificate booklet dated October 2004 which consists of the following levels of benefits. If a discrepancy exists, policy 12453 and the October 2004 certificate booklet shall prevail.

- 60% minimum (reduced by primary social security, worker's compensation, or any other employer-sponsored benefit)
- 90% maximum (increased above 60% by certain income)
- freeze on social security offset
- \$5,000 maximum monthly benefit
- continuation to age 65 (or older for those over 60 on date of disability)
- 90 calendar day waiting period or exhaustion of accumulated sick leave whichever is greater
- 24 month own occupation waiver
- 2 year survivor benefit

All insurance coverage is subject to the terms and conditions of the respective policy.

Effective July 1, 2006, employees covered under the LTD plan will continue to receive health insurance while on LTD for up to a maximum of twenty-four (24) months. Employees on LTD prior to July 1, 2006 are protected under the previously negotiated contract as written.

24. VACATION:

- (A) Vacation days must be earned prior to their use. Vacation days shall not be used until thirty (30) days after the credit has been earned. All employees shall earn credits toward vacation in accordance with the following schedule:

VACATION CREDIT

VACATION ACCUMULATED

0 through 7 years -  
.83 day per month

1 year through 7 years -  
not to exceed 10 days per year

Beginning 8 years through  
12 years - 1.25 days per month

8 years through 12 years -  
not to exceed 15 days per year

Beginning 13 years through  
17 years - 1.67 days per month

13 years through 17 years -  
not to exceed 20 days per year

Beginning 18 years and  
thereafter - 1.84 days per month

18 years and thereafter -  
not to exceed 22 days per year

- (B) An employee may, if he/she becomes ill while on vacation, change from a vacation-leave status to a sick-leave status upon request and submission of a physician's certification.
- (C) For the purpose of this Article, an employee shall earn credits, on a monthly basis, toward vacation with pay each year, based on the above formula, from July 1 through June 30 of each fiscal year.
- (D) If an employee is laid off, retires, or severs his/her employment, he/she will receive any unused vacation accumulated, including the accrued vacation credit in the current fiscal year. A recalled employee who receives credit at the time of layoff for the current fiscal year will have such credit deducted from his/her vacation the following year, if recalled.

(E) Rate During Vacation

Employees will be paid their current rate based on their regularly scheduled days while on vacation and will receive credit for any benefits provided for in the Agreement. Paid holidays and related time off with pay is not chargeable as a day of vacation during a vacation period.

Effective July 1, 2008, employees may carryover unused vacation days beyond the scheduled allocation each July 1<sup>st</sup> not to exceed ten (10) days. As of June 30<sup>th</sup> each year, any unused vacation days above the ten (10) allowed for carryover will be added to the employees sick bank.

- (F) If an employee is receiving worker's compensation, then the employee shall have the option to select one of the following:
  - (1) Receive payment for prior accrued vacation time.
  - (2) Maintain accrued vacation time for use upon return to active employment.
  - (3) Maintain accrued vacation time for use in the next fiscal year.

Provided further, the Employer is acceptable to a combination of the above options as long as the total vacation time does not exceed the employee's normal vacation allowance in any fiscal year.

- (G) Food service employees and those employees who work less than an eight (8) hour day or forty (40) hours per week shall earn vacation benefits according to the schedule above on a pro rata basis. Food Service employees shall receive pay in lieu of vacation on the last pay date in June of each year for which vacation is earned. Employees regularly scheduled to work in less than 52 weeks of the year who are hired after July 1, 1994 shall not be eligible for vacation pay.
- (H) Vacations may be taken at any time of year provided that the employee makes a written request to the immediate supervisor ten (10) working days prior to the requested vacation. The supervisor must respond in writing within three (3)

working days of the receipt of the request. If the supervisor or designee does not respond within the three (3) working days, the request shall be considered approved.

For peak vacation periods when requests exceed 25% of the employees in each classification, the Employer may approve additional vacation requests above the 25% level based upon the availability of coverage. Selection will be done by classification seniority. For purposes of this section classifications shall be: custodial, grounds, maintenance, and storekeeper. If application of the 25% results in a fraction of a person, the fraction will be rounded up to the next full person. If substitutes are needed and food service employees are available during these peak times, food service employees will be given the first opportunity to be called as substitutes.

25. TERMINAL LEAVE

- (A) An employee who separates from the East Lansing School system after having served ten (10) or more years shall be paid for seventy-five percent (75%) of his/her unused sick leave at the rate of \$55 per day, prorated based on eight (8) hours per day of full time. The maximum amount payable shall not exceed \$5,000. If an employee is forced to separate for reasons of his/her health or that of a member of his/her immediate family, herein defined to include spouse and children, prior to ten (10) years of service, he/she shall receive benefits according to the formula above.

In the event of the death of an employee, who has given notice of retirement and who is eligible to receive terminal leave under this Article, the benefit will be paid to the beneficiary designated, in writing, by the employee. If there is no written beneficiary designation on file with the District at the time of the employee's death, the benefit will be paid according to the priorities specified in MCL 408.480.

An employee who separates from the employment of the Board for retirement purposes in accordance with the provisions of the State Retirement Act, who has served at least eight (8) out of the last ten (10) years on an eight (8) hour basis and has reduced time because of a disability, certified by a doctor, in the last two (2) years of employment, shall receive \$45 per day.

Bargaining unit members hired after July 1, 2008 shall not be eligible for the incentives identified above under this section.

- (B) Resignation: Any employee who desires to resign must present his/her resignation in writing to his/her administrative supervisor or the Personnel Office. The resignation must be submitted one (1) week, exclusive of earned vacation time, prior to the date it is to be effective. Any employee failing to give such proper notice shall forfeit all leave benefits accrued under this Agreement.

26. HOLIDAY PROVISIONS:

With the exception of food service employees, the following holidays shall be recognized and observed as paid holidays:

- New Year's Day
- Day before New Year's Day
- Martin Luther King Day
- National President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving day
- Day after Thanksgiving Day
- Day before Christmas Day
- Christmas Day

Food service employees shall receive one (1) day's regular pay for the following holidays: Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Memorial Day, Christmas Day, Martin Luther King, Jr. Day, and National President's Day.

Food service employees will have Labor Day as a holiday if they have worked at least one (1) work day prior to Labor Day in the current fiscal year.

If Christmas and New Year falls on:	Then the observed holidays shall be:
Tuesday	Monday and Tuesday
Wednesday	Tuesday and Wednesday
Thursday	Wednesday and Thursday
Friday	Thursday and Friday
Saturday	Thursday and Friday

If the New Year falls on:	Then the observed holidays shall be:
Sunday	Friday and Monday
Monday	Monday and Tuesday

If Christmas falls on:	Then the observed holidays shall be:
Sunday	Monday and Tuesday
Monday	Monday and Tuesday

Whenever a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. Eligible employees shall receive one (1) day's pay for each of the holidays listed above based on their normal work schedule. To be eligible for the holiday pay, the employee must report for work both the regular scheduled day immediately preceding and the regular scheduled day after the holiday, unless he/she

is on vacation, leave with pay, or is otherwise excused by his/her administrative supervisor.

If an employee terminates his/her employment, all benefits of said employment shall cease on the date of termination.

Eligible employees who work on a holiday shall be paid, in addition to their regular pay, an amount equal to the product of the hours worked and a time-and-one-half rate.

When a holiday is observed by the Employer within an Employee's scheduled vacation, the holiday will not be considered as a vacation day and the vacation will be extended one (1) day continuous with the vacation.

27. GRIEVANCE PROCEDURE:

(A) DEFINITIONS

- (1) A "grievance" is a claim that there has been a violation, misinterpretation or misapplication of any provision of this agreement. A grievance thus defined may begin at Step 1.
- (2) An "aggrieved person" is the person or persons making the claim.
- (3) A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

(B) PURPOSE

- (1) The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- (2) Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration or with the Labor/Management Council.

(C) PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

The number of paid employee participants in steps 1 and 2 shall be limited to two (2), the designated Union representative and the grievant. Additional employees may be allowed to participate upon prior request.

### GRIEVANCE STEPS

The Employer will answer in writing any grievance presented to it in writing by the Union.

The grievance must be presented in writing by the steward to the immediate administrative supervisor within ten (10) working days after the employee knew or should have known of the act or condition on which the grievance is based.

The immediate supervisor shall be defined as the building principal in school buildings. For all other areas, the immediate supervisor shall be the supervisor of the department.

STEP 1. An employee with a grievance shall first discuss it with his/her immediate supervisor, either directly or in the presence of the steward, with the objective of resolving the matter informally.

If the matter is thereby not resolved it shall be submitted in written form by the steward to the employee's immediate supervisor. The immediate supervisor shall answer the grievance within five (5) working days.

STEP 2. If the grievance has not been settled in step 1, it shall be presented in writing by the Chapter Chairperson to the Superintendent of Schools or his/her designee within ten (10) working days after the immediate supervisor's response is received or due.

The Superintendent of Schools or his/her designee shall meet with the Union, within ten (10) working days, to discuss and attempt to resolve the grievance. If the parties are unable to resolve the grievance, the Superintendent or his/her designee shall respond in writing to the Chapter Chairperson within ten (10) working days following the meeting.

STEP 3. If the grievance has not been resolved in the forgoing steps and the Union desires to carry it further, the Union shall, within thirty (30) working days following the receipt of the Employer's Step 2 answer, advise the Employer, in writing, that such answer is unacceptable, the reasons it is deemed to be unacceptable and, in such written notice, further advise the Employer that the matter is being referred to arbitration.

The Employer and the Union shall attempt to mutually agree on an arbitrator. In the event the parties cannot agree on an arbitrator, the American Arbitration Association shall be requested to furnish a panel of arbitrators from whom the selection of an arbitrator, on an ad hoc basis, shall be made in accordance with the association rules, regulations and procedures. The arbitrator shall have such reasonable time as he/she shall require and the decision shall be final and binding upon the parties to this agreement. All arbitration under this agreement

shall be conducted in accordance with the rules and regulations of the American Arbitration Association.

- (A) The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of the agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of the arbitrator, in his/her own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The arbitrator shall have no power to rule on any matter not specifically set forth in this agreement. In the event that a case is appealed to an arbitrator on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendations on its merits.
- (B) The expenses and fees of the arbitrator (and the American Arbitration Association, if used) shall be shared equally by the Employer and the Union. Cancellation fees resulting from late withdrawal, without settlement, of a grievance shall be borne by the withdrawing party unless mutually agreed otherwise.

#### RIGHTS OF EMPLOYEES TO REPRESENTATION

- (1) No reprisals of any kind shall be taken by either party or by any member of the administration against any party in interest, any school representative, any member of the Union, or any other participant in the grievance procedure by reason of such participation.
- (2) Any party in interest may be represented at all-stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any Union other than AFSCME, AFL-CIO. When an employee is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure.

#### MISCELLANEOUS

- (1) If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance to the Superintendent in writing, and the processing of such grievance shall be commenced at step 2.
- (2) Formal decisions rendered at steps 1, 2 and 3 of the grievance procedure shall be in writing, setting forth the decision and reasons therefore and shall be transmitted promptly to all parties in interest and to the Chapter Chairperson of the Union.
- (3) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- (4) The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder shall be pursuant to the grievance



and arbitration procedure; provided, however, that nothing contained herein shall deprive any employee of any legal right which he/she presently has.

28. WAGE CLASSIFICATION:

Each employee shall be placed, for compensation purposes, in a wage classification. Each classification shall include a general job description and listing of qualifications, minimum and maximum pay rates, and the provisions for advancing from the minimum to the maximum pay rate. The classification schedule will be regulated as follows:

- (A) All new employees shall be paid the minimum rate for the classification.
- (B) An employee shall be advanced to Level Two of the salary schedule on his/her first anniversary hire-in date. Progression thereafter shall be made annually on July 1, the start of the fiscal year, until an employee has reached the top of his/her wage and classification schedule.
- (C) Whenever an employee is promoted or is reclassified upward, he/she shall receive the rate for the new classification in accordance with his/her seniority.
- (D) Whenever a new classification is to be established within the unit or an existing classification changes, the Employer will notify the Union prior to establishing the new classification rate structure. If the Union does not agree that the classification and rate are proper, it shall be subject to negotiation. Agreement must be reached prior to implementation.

29. WORKING HOURS AND OVERTIME COMPENSATION:

(A) Non-food service employees:

The regular full working day shall consist of eight (8) consecutive hours a day, with an additional minimum of thirty (30) minutes off for unpaid lunch.

Daily work schedules shall provide for a fifteen (15) minute rest period during each four (4) hour work period. Rest periods shall be taken at the work site where the employee is prior to the rest period unless the employee is in transit between sites.

Food Service Employees:

The normal work day for food service employees shall be scheduled for the operation per day, as determined by management, including a paid lunch period.

Daily work schedules shall provide for fifteen (15) minutes of paid time for each four (4) hour work period. Four hour employees will receive fifteen (15) minutes for the purpose of rest. Employees may eat lunch (not provided by the Employer) during a 15-minute rest period.

- (B) For the purpose of computing overtime, it is agreed that the normal work day shall consist of eight (8) hours of work in a calendar day. The normal work week shall consist of five (5) consecutive eight (8) hour days beginning 12:01 a.m. Monday and ending on 12:00 p.m. Sunday.

Determination of the starting time of daily and weekly work schedules shall be made by the Employer. Indiscriminate changes of schedules will not be made. The Employer will make known to the appropriate representative of the Union changes deemed necessary at least five (5) days in advance.

- (C) Should it be necessary, in the interest of emergency or efficiency, the employees shall work such reasonable overtime hours as shall be required by the Employer. Each employee is expected to complete a definite assignment even though it requires additional hours over the standard work week. In cases of emergency, employees are expected to return to duty when requested by the supervisor.

For food service employees a substitute will be called in on the first and following days of an absence unless the first day can be covered from the district overtime list. To fill in for an absent food service employee a substitute or person on the district overtime list must be qualified. To currently be minimally qualified, the substitute must satisfactorily complete the Sanitation and Food Safety class (130) offered by the Michigan Department of Education and complete an 8-hour in-service instructed by the food service supervisor. The Employer will provide the training necessary for an appropriate number of individuals as determined by the Employer to be minimally qualified according to Michigan Department of Public Health requirements before they begin substituting. In the event of an absence, when school is in session, the following procedure will be followed for custodial and stockroom employees.

- (2) On the second and following days, or any days after the minimum listed above has been met, the building may be provided a temporary substitute for up to eight (8) hours per day. If the Employer cannot find a substitute on the second and following days and emergency clean overtime is required, this time shall not count toward the minimum hours referred to in section A above.
- (3) Building principals or the supervisor may authorize additional overtime for existing staff as conditions, such as a special event, require.
- (4) Temporary help may be hired when it results in no loss of time or pay to which Union members are entitled. It is understood that food service employees are not temporary employees.
- (5) The Employer will attempt to equalize the distribution of overtime among the employees in the affected classification when overtime exists, other than mentioned above. A list showing overtime hours worked or charged will be posted in each department or building, whichever is applicable. Overtime worked outside of an employee's building shall not be charged

on the building overtime list. Security checks and on call hours shall not be counted in equalization of overtime. District-wide overtime will be equalized among volunteers.

- (D) The Board and Union recognize that employees have an obligation to be punctual. In an emergency, when an employee is late to work, the employee has an obligation to notify the immediate supervisor that he/she will be or was late and to specify the reason. Both parties also recognize that employees are not to leave their assigned work location until the end of a shift except during the assigned lunch period. In an emergency, whenever an employee must leave early, he/she shall phone a supervisor.
- (E) One and one-half (1-1/2) times the regular hourly rate shall be paid for all hours worked in excess of forty (40) hours per week.
  - (1) One and one-half (1 ½) times the regular hourly rate shall be paid for Saturday work and two (2) times the hourly rate shall be paid for Sunday work, providing the employee has already worked forty (40) hours. Time charged to paid sick leave for personal or family illness, leave with pay in Article 22, Section (B), jury duty, vacations and holidays, except as provided in section 2 below, shall be included in the computation of an employee's forty (40) hour week.
  - (2) If an employee works on a paid holiday, those hours paid at time and one-half (1-1/2) over and above the regular holiday pay shall not be included in the computation of an employee's forty (40) hour work week.
- (F) Employees who are assigned to "stand-by" call duty during the period of the third Friday of April through the third Friday of October shall serve weekend duty beginning each week on Friday midnight through Monday at 6:00 a.m. The employee shall be compensated \$50 per weekend duty.

Further employees who are assigned to "stand-by" call duty during the period of the third Friday of October through the third Friday of April shall serve on a weekly rotation beginning Friday at 6 a.m. through the following Friday at 6 a.m. The employee shall be compensated at one hour of his/her regular hourly rate on a daily basis.

If an employee fails to respond to a request for service, he/she shall forfeit the on-call premium, provided the Employer attempts to contact the employee through at least two methods (i.e., provided communication devices, telephone, etc.).

An employee reporting for "stand by" call duty shall be guaranteed a minimum of two (2) hours pay at the rate of time and one-half except when such duty extends a regular work shift but not more than actual hours worked.

- (G) The Board agrees to compensate at a rate of time and one-half (1-1/2) all employees who are required to work hours other than their regularly scheduled shift for the purpose of snow removal.
- (H) For the purpose of scheduling food-service employees on days when there is to be reduced production, a meeting will be held before the start of school each year to determine staffing for those days. If an agreement cannot be reached, the Employer will make the reductions known at that time and inform the affected employees in writing. Reductions that are not known to the Employer at the beginning of the school year will require a seven (7) calendar day written notice to the affected employee.

30. EMERGENCY SCHOOL CLOSING:

Whenever schools are closed due to severe weather or other emergencies, employees covered by this contract are not to report and will be paid by the District for that day. Employees do not have to use a vacation, personal or sick day to receive pay for the day. Employees who have been designated as those who are necessary for snow or ice removal or any other clean up activity report as directed by the Superintendent or designee or his/her designee and will be paid their regular rate of pay for the hours of their regular shift plus one and one-half (1 ½) times their regular rate of pay for the time required to perform this activity. If schools are dismissed, after employees have reported for work, because of severe weather or other emergencies, employees may leave as determined by the supervisor and the employees shall be paid their normal pay even though less hours have been worked. Employees who have been designated as those who are necessary for snow or ice removal or any other clean up activity would remain as directed by the Superintendent or designee or his/her designee and will be paid their regular rate of pay for the hours of their regular shift plus one and one-half (1 ½) times their regular rate of pay for the time required to perform this activity.

31. TEMPORARY ASSIGNMENTS:

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such jobs. If an employee is assigned to the job for four (4) days, he/she will receive the rate of pay of the higher classification for all hours worked from the first day of working such vacancy.

32. JURY DUTY

An employee who serves on jury duty will be paid the difference between his/her pay for that duty and his/her regular pay, provided proof of service and pay is submitted. Jury service will not be charged to sick leave or vacation time.

33. WORKER'S COMPENSATION (on-the-job injury):

A regular full time employee with more than 90 days of continuous service who suffers injury compensable under the Worker's Compensation Act shall continue to receive the regular rate for time lost during the first three days provided the employee has enough sick leave days accumulated to cover this period of time.

The seniority employee may be paid the difference between the 80% of the employee's regular wages and 100% of regular wages with one-fifth of a sick day deducted from his/her sick day accumulation until such time as sick leave is exhausted. The employee will continue to receive health insurance while on worker's compensation for up to a maximum of twenty-four (24) months.

The employee will not continue to accrue sick leave, personal leave, or vacation time while on worker's compensation.

34. UNION BULLETIN BOARDS:

The Employer agrees to furnish and install a bulletin board for each building which may be used by the Union for posting notices. It is further agreed that the Union will provide the Employer with a copy of all such notices.

35. TERMINATION AND MODIFICATION:

This Agreement incorporates all agreements and resolves all issues between the parties and shall continue in full force and effect until 11:59 p.m. June 30, 2011. The parties agree to re-openers in 2010-11 for wages, benefits and one additional item per party. This agreement shall be effective upon ratification by the parties.

- (A) 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 notice of amendment, as hereinafter provided, or if each party giving a 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.
- (B) 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 amendment. 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 a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- (C) 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: 1034 North Washington Avenue, Lansing, Michigan 48906; and if to the Employer, addressed to: The Superintendent of Schools, School District of the City of East Lansing, 841 Timberlane, Suite A, East Lansing, Michigan 48823, or to any such address the Union or the Employer may make available to each other.

36. LONGEVITY PAY:

A longevity pay increment will be paid to all employees who have served the required number of years of service. To determine the hourly rate with longevity, multiply the amount of the of the longevity base rate in the appropriate scale by the index opposite the number of the current year of service.

<u>YEARS OF SERVICE</u>	<u>INDEX</u>
Beginning 5 through 7	1.04 ( 4%)
Beginning 8 through 10	1.06 ( 6%)
Beginning 11 through 13	1.08 ( 8%)
Beginning 14 through 16	1.10 (10%)
Beginning 17	1.12 (12%)

37. UNIFORMS:

The Board agrees to furnish five district selected shirts to each full-time maintenance employee every other year. On off shirt years, the Board shall furnish five (5) district selected pants. The Board shall also furnish Food Service employees with five (5) smocks or shirts annually.

Until an employee completes probation, s/he will receive two shirts or smocks. After the successful completion of the probationary period, the employee shall receive the balance of the shirt/smock allowance.

Uniforms for employees on payroll at the time shall be measured in July and delivered in September, except in circumstances beyond the Board's control. Employees hired after that date shall have their uniforms measured in October. The Union and Employer will meet for the purpose of discussing the color and quality of the uniforms. However, the final determination shall be the Employer's.

Employees shall wear and properly maintain their uniforms in a presentable fashion.

38. PROTECTIVE CLOTHING:

The Board agrees to purchase and make available insulated clothing for any employee who is required to work on snow removal. The Board agrees to purchase and make available:

5 pairs of gloves for General Maintenance employees

39. INSURANCE:

- (A) During the life of this Agreement, the Board shall provide to full-time employees full-family Physicians Health Plan Plus (Benefit Summary 30431-011-111) hospital, medical and surgical protection with a \$20 office visit co-pay, a \$25 urgent care facility co-pay, and a \$50 emergency room co-pay and with a \$5.00 generic, \$10.00 brand name and \$25 preferred prescription drug co-pay, or an equivalent policy. It is expressly understood that full twelve (12) months' coverage is dependent upon completion of the contract for the total school year.

Those employees who elect not to enroll in the health insurance program offered, shall receive each month \$250 in cash under a valid IRS Section 125 Plan established by the employer.

The amount paid by the Employer toward benefits (including health, dental, vision, life and LTD) or the cash option will be prorated for those working at least twenty (20) hours per week but less than forty (40) hours per week.

*[This section will be implemented as soon as practicable.]*

- (B) The Employer will provide group life insurance in the amount of \$50,000 for each employee covered by this Agreement with a prorated amount given to those working at least twenty (20) hours per week but less than forty (40) hours per week.
- (C) The Board shall provide, without cost during the life of this Agreement, a dental insurance program at 80% of Class I benefits, 80% of Class II benefits and 80% of Class III benefits with a \$1,000 maximum, as provided by Delta Dental Insurance or an equivalent policy.
- (D) The Board shall provide without cost to the bargaining unit member MESSA Vision Services Plan 2 (VSP-2) or equivalent.
- (E) The Board agrees to deduct premiums for variable tax deferred annuities solely paid for by the employee and to remit such premiums to the designated insurance company.
- (F) The amount contributed by the Employer for any of the above insurance plan premiums will be prorated for those employees working between 20 and 40 hours per week.

40. EFFECTIVE DATE

This Agreement shall become effective upon ratification of both parties and shall continue in effect until June 30, 2011.

**Attachment A:** Wages for the 2008-09 school year shall be based on an increase of one and a half percent (1.50%).

**Attachment B:** Wages for the 2009-10 school year shall be based on an increase of one and a half percent (1.50%). If the health insurance premium rate increase that becomes effective July 1, 2009 exceeds four percent (4%) over the premium rates that became effective the 2008-09 school year, the salary schedule adjustment for 2009-10 shall be one and one-quarter percent (1.25%).

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., AFL-CIO  
EAST LANSING CHAPTER  
LOCAL #1390

BOARD OF EDUCATION  
OF THE SCHOOL DISTRICT  
OF THE CITY OF EAST LANSING

\_\_\_\_\_  
Teresa Foster, Unit Chairperson

\_\_\_\_\_  
Rima Addiego, President

\_\_\_\_\_  
Dan Hamilton, AFSCME Council 25

\_\_\_\_\_  
Donna Rich Kaplowitz, Secretary



## ATTACHMENT A

### WAGE SCHEDULE –2008/09

Wages for the 2008-09 school year shall be based on an increase of 1.50%. Attachment A shall be retroactive effective July 1, 2008.

	Custodial & Groundskeeper		Maintenance				Storekeeper		*Food Service		
Step	C1	C2	M1	M2	M3	M4	P1	P2	Q1	Q2	Q3
1	15.76	16.02	16.50	16.77	17.14	17.57	16.37	16.66	13.36	13.62	13.92
2	15.89	16.13	16.66	16.89	17.28	17.71	16.50	16.77	13.47	13.74	14.04
3	16.02	16.27	16.77	17.00	17.39	17.81	16.66	16.89	13.62	13.85	14.17
4	16.13	16.37	16.89	17.14	17.52	17.95	16.77	17.00	13.74	13.98	14.28
Longevity Base	<b>16.27</b>	<b>16.50</b>	<b>17.00</b>	<b>17.28</b>	<b>17.62</b>	<b>18.08</b>	<b>16.89</b>	<b>17.14</b>	<b>13.85</b>	<b>14.12</b>	<b>14.42</b>
5-7	16.92	17.16	17.68	17.97	18.32	18.80	17.57	17.83	14.40	14.68	15.00
8-10	17.25	17.49	18.02	18.32	18.68	19.16	17.90	18.17	14.68	14.97	15.29
11-13	17.57	17.82	18.36	18.66	19.03	19.53	18.24	18.51	14.96	15.25	15.57
14-16	17.90	18.15	18.70	19.01	19.38	19.89	18.58	18.85	15.24	15.53	15.86
17+	18.22	18.48	19.04	19.35	19.73	20.25	18.92	19.20	15.51	15.81	16.15

\*Food service employees will actually be paid fifty (50) cents per hour less than the wage rates shown. If the food service department shows a profit of Five Thousand Dollars (\$5,000) or more during the fiscal year (July 1 - June 30), fifty percent (50%) of the profits over Five Thousand Dollars (\$5,000), up to fifty (50) cents per hour worked per employee, will be paid as a stipend to each employee on the first full pay period in the following December for the prior fiscal year.

The Union shall have the right to review all documents used by the District to determine the amount of profit and subsequent distribution, if any, specified above. "Review" shall include an independent audit if deemed necessary by the Union at the Union's expense.

ATTACHMENT B

**WAGE SCHEDULE – 2009/10  
1.50% Increase**

Step	Custodial & Groundskeeper		Maintenance				Storekeeper		*Food Service		
	C1	C2	M1	M2	M3	M4	P1	P2	Q1	Q2	Q3
1	16.00	16.26	16.75	17.02	17.40	17.83	16.62	16.91	13.56	13.82	14.13
2	16.13	16.37	16.91	17.14	17.54	17.98	16.75	17.02	13.67	13.95	14.25
3	16.26	16.51	17.02	17.26	17.65	18.08	16.91	17.14	13.82	14.06	14.38
4	16.37	16.62	17.14	17.40	17.78	18.22	17.02	17.26	13.95	14.19	14.49
Longevity Base	<b>16.51</b>	<b>16.75</b>	<b>17.26</b>	<b>17.54</b>	<b>17.88</b>	<b>18.35</b>	<b>17.14</b>	<b>17.40</b>	<b>14.06</b>	<b>14.33</b>	<b>14.64</b>
5-7	17.17	17.42	17.95	18.24	18.60	19.08	17.83	18.10	14.62	14.90	15.23
8-10	17.50	17.76	18.30	18.59	18.95	19.45	18.17	18.44	14.90	15.19	15.52
11-13	17.83	18.09	18.64	18.94	19.31	19.82	18.51	18.79	15.18	15.48	15.81
14-16	18.16	18.43	18.99	19.29	19.67	20.19	18.85	19.14	15.47	15.76	16.10
17+	18.49	18.76	19.33	19.64	20.03	20.55	19.20	19.49	15.75	16.05	16.40

\*Food service employees will actually be paid fifty (50) cents per hour less than the wage rates shown. If the food service department shows a profit of Five Thousand Dollars (\$5,000) or more during the fiscal year (July 1 - June 30), fifty percent (50%) of the profits over Five Thousand Dollars (\$5,000), up to fifty (50) cents per hour worked per employee, will be paid as a stipend to each employee on the first full pay period in the following December for the prior fiscal year.

The Union shall have the right to review all documents used by the District to determine the amount of profit and subsequent distribution, if any, specified above. "Review" shall include an independent audit if deemed necessary by the Union at the Union's expense.

ATTACHMENT C

**WAGE SCHEDULE – 2009/10  
1.25% Increase**

Step	Custodial & Groundskeeper		Maintenance				Storekeeper		*Food Service		
	C1	C2	M1	M2	M3	M4	P1	P2	Q1	Q2	Q3
1	15.96	16.22	16.71	16.98	17.35	17.79	16.57	16.87	13.53	13.79	14.09
2	16.09	16.33	16.87	17.10	17.50	17.93	16.71	16.98	13.64	13.91	14.22
3	16.22	16.47	16.98	17.21	17.61	18.03	16.87	17.10	13.79	14.02	14.35
4	16.33	16.57	17.10	17.35	17.74	18.17	16.98	17.21	13.91	14.15	14.46
Longevity Base	<b>16.47</b>	<b>16.71</b>	<b>17.21</b>	<b>17.50</b>	<b>17.84</b>	<b>18.31</b>	<b>17.10</b>	<b>17.35</b>	<b>14.02</b>	<b>14.30</b>	<b>14.60</b>
5-7	17.13	17.38	17.90	18.20	18.55	19.04	17.78	18.04	14.58	14.87	15.18
8-10	17.46	17.71	18.24	18.55	18.91	19.41	18.13	18.39	14.86	15.16	15.48
11-13	17.79	18.05	18.59	18.90	19.27	19.77	18.47	18.74	15.14	15.44	15.77
14-16	18.12	18.38	18.93	19.25	19.62	20.14	18.81	19.09	15.42	15.73	16.06
17+	18.45	18.72	19.28	19.60	19.98	20.51	19.15	19.43	15.70	16.02	16.35

\*Food service employees will actually be paid fifty (50) cents per hour less than the wage rates shown. If the food service department shows a profit of Five Thousand Dollars (\$5,000) or more during the fiscal year (July 1 - June 30), fifty percent (50%) of the profits over Five Thousand Dollars (\$5,000), up to fifty (50) cents per hour worked per employee, will be paid as a stipend to each employee on the first full pay period in the following December for the prior fiscal year.

The Union shall have the right to review all documents used by the District to determine the amount of profit and subsequent distribution, if any, specified above. "Review" shall include an independent audit if deemed necessary by the Union at the Union's expense.

ATTACHMENT D  
JOB STANDARDS AND STAFF DEVELOPMENT

Management agrees to implement the following staff development programs. The courses will be hands-on based as much as possible. The courses will be taught by journeymen contractors and consultants with assistance from current holders of a classification and will be based on job functions, course materials and hands-on training. Written course materials will be provided and a written Q-test will be given one week after the course. A combination of the questions for each course test will make up the master qualifying Q-test.

A series of staff development training courses will be provided as follows:

CI, CII, MI AND MII - first and third year of contract  
grounds, stockroom and food service - second year of contract.

The current MI classified employees will take the first 12 month series of MII classes and will be paid regular time for course time over regular hours. Current classified employees that wish to participate in the training courses will be paid regular time for course time over regular hours.

ATTACHMENT E

LISTING OF QUALIFICATION CLASSES BY CLASSIFICATION (WITH HOURS/CLASS)

NOTE: EACH CLASSIFICATION MUST TAKE THE CLASSES IN THE LOWER CLASSIFICATION AS A PREREQUISITE

<u>C I CUSTODIAN</u>	<u>C II CUSTODIAN</u>	<u>M I MAINTENANCE</u>	<u>M II MAINTENANCE</u>	<u>M III MAINTENANCE</u>	<u>M IV MAINTENANCE</u>
-FLOOR CARE (4 HRS)	-PREVENTIVE MAINTENANCE (6 HRS) SAFETY	-ENERGY MANAGEMENT SYSTEMS (6 HRS)	-TEMPERATURE CONTROLS (3 HRS) SCHEMATICS/CODES*	-BLUEPRINT READING/ REQUIREMENTS*	-MAINTENANCE
-DAILY CLEANING TECH- NIQUES & CHEMICAL MANAGEMENT* USAGE (4 HRS) SKILLS*	-SEASONAL CLEANING PROCEDURES & PLANNING (3 HRS)	-ELECTRICAL SAFETY PROCEDURES (6 HRS)	-AIR CONDITIONING (4 HRS)	-ELECTRICAL SYSTEMS* -AIR CONDITIONING SYSTEMS* -CONTROL SYSTEMS*	-ADVANCED CONTROL & ENERGY -COMMUNICATION
-PREVENTIVE MAINTEN- ANCE (2 HRS)	-ORGANIZATIONAL & INSTRUCTIONAL SKILLS (4 HRS)	-BASIC ELECTRICITY (8 HRS)	-PM ON HVAC SYSTEMS (3 HRS)		
-SEASONAL CLEANING PROCEDURES (5 HRS)	-GROUNDS CARE (2 HRS)	-BASIC AIR CONDITIONING & SERVICE (4 HRS)	-BASIC FIREYE & BOILER CONTROLS (3 HRS)		
-PAINTING (3 HRS)	-BUILDING OPERATING PROCEDURES (2 HRS)	-BASIC CARPENTRY (8 HRS)	-SECURITY & ON-CALL PROCEDURES (4 HRS)		
-GROUNDS CARE (4 HRS)	-PREVENTIVE MAINTENANCE PROCEDURES (12 HRS)	-SAFETY PRACTICES (6 HRS)			
-WOOD FLOOR CARE (4 HRS)	-BASIC PLUMBING (8 HRS)	-ELECTRICAL SYSTEMS & BASIC ELECTRICAL MAINTENANCE (4 HRS)			
-SAFETY PRACTICES (6 HOURS)		-LOCK & DOOR HARDWARE MAINTENANCE (3 HRS)			
-SECURITY & SAFETY		-BOILERS (6 HRS)			
-BUILDING OPERATING PROCEDURES (4 HRS)		-FURNACES (6 HRS)			
-ELECTRICAL SYSTEMS & BASIC ELECTRICAL MAINTENANCE (2 HRS)					
-CUSTODIAL EQUIPMENT MAINTENANCE & OPERATION (4 HRS)					
-BOILER/FURNACE OPERATION & CARE (4 HRS)					

\*THE COURSES MARKED BY AN ASTERISK (\*) REQUIRE A KNOWLEDGE LEVEL EQUAL TO THE MATERIAL COVERED BY THE LCC CLASS FOR THAT SUBJECT.

ATTACHMENT F

LISTING OF QUALIFICATION CLASSES BY CLASSIFICATION (WITH HOURS/CLASS)

NOTE: EACH CLASSIFICATION MUST TAKE THE CLASSES IN THE LOWER CLASSIFICATION AS A PREREQUISITE

<b>GROUNDKEEPER</b>	<b>STOREKEEPER</b>	<b>QI FOOD SERVICE</b>	<b>QII FOOD SERVICE</b>	<b>QIII FOOD SERVICE</b>
-WINTER MAINTENANCE (October 22, 1998 (4 HRS) -GROUNDS EQUIPMENT (8 HRS) -CHEMICALS 7 FERTILIZERS -SAFETY PRACTICES FIELD SET-UP & MAINTENANCE (8 HRS) -GRASSES, TREES & PLANT CARE (8 HRS) -ORGANIZATIONAL SKILLS (4 HRS)	-DRIVER SAFETY & VEHICLE OPERATION & pm (4 HRS) -SHIPPING & RECEIVING -ORGANIZATIONAL SKILLS -INVENTORY SYSTEMS & ORGANIZATIONAL SKILLS (4 HRS) -SAFETY PRACTICES (4 HRS) -SUPERVISORY DEVELOPMENT	-FOOD SERVICE BASICS – 100 -SANITATION & FOOD SAFETY – 130 SUCCESSFUL COMMUNICATIONS – 140	-PRINCIPLES OF FOOD PREPARATION – 150 -GRAIN BASED DESSERTS – 201 -FOOD SERVICE CATERING	-PRINCIPLES OF FOOD PREPARATION INTRODUCTION – 160 -NUTRITION – 180 -MICHIGAN'S HEALTHY EDGE – 280 -INTRODUCTION TO HUMAN RESOURCES - 300

Other Food Service classes may be substituted for the above classes with prior approval by the Food Service Supervisor. Once an employee has met the current minimum requirements to be employed in food service, tests will be available for employees in place of classes to achieve QI, QII or QIII status.

*[The Union also cancels pending arbitration case AAA 54 390 01395 02 with a written reprimand substituted for a dock in pay.]*

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