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MASTER AGREEMENT BETWEEN

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BOARD OF EDUCATION OF THE SCHOOL DISTRICT
OF THE CITY OF LINCOLN PARK
AND THE
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES

COUNCIL 25 - LOCAL NO. 849

Includes M.S.R.P. For The Years
2000-2004

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AGREEMENT

This Agreement entered into this 19th day of December 2000, between the Board of Education for the School District of the City of Lincoln Park (hereinafter referred to as the ("Employer")) and the American Federation of State, County and Municipal Employees, and Council 25 and its affiliate Local Union #849 (hereinafter referred to as the ("Union")).

PURPOSE AND INTENT

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

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

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

ARTICLE 1

RECOGNITION

SECTION 1: EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described below.

Further, pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all permanent part-time employees (working less than four (4) hours) employed by the Lincoln Park Public Schools Cafeteria Food Program at the Lincoln Park High School. For the purpose of this Agreement, this group is defined as: Kitchen Helpers, Part-time Kitchen Helpers, Food Service Handlers, Cashiers, and MDE are recognized as separate chapters of this Agreement.

For the purpose of this Agreement, classification shall refer to one of the following five areas:

1. Maintenance (including Skilled Utility Group)
2. Secretarial (including Business Office Group)
3. Cafeteria
4. Para-Professional
5. Part-time Cafeteria Workers (defined above)
6. MDE

Only the provisions of Purpose and Intent, Aid to other Unions, Union Security, Check-off of Union Dues, Grievance Procedure, and Discipline and Discharge will apply to all of the above six (6) classification.

Employees in the first four (4) classifications (Maintenance, Secretarial, Cafeteria, and Para-Professional) are covered under this Agreement by the following Articles set forth in pages 2 through 54 (Representation; Grievance Procedure, Discharge and Discipline; Seniority; Promotions; Transfers; Vacancies; Working Out of Classification; Work Movement; Hours - Shift Premium; Overtime and Equalization of Overtime; Layoff and Recall; Rates and Classification; Sick Leaves - Leaves of Absence; Vacations; Holidays; Insurance Coverage; Mileage Allowance Reimbursement; Longevity; General Provision; Employee Rights and Responsibilities; Board Rights and Responsibilities; Termination and Modifications; Witness Whereof Sheet; and Salary Schedules.

Employees in the 5th classification (Part-time Cafeteria Workers) are covered under the following separate sections found on pages 55 through 69. Employees in the 6th Classification (MDE) are covered on pages 70 through 107.

Prior to this Agreement, employees in the 5th and 6th classifications were covered by a separate Collective Bargaining Agreement and also represented by the American Federation of State, County and Municipal Employees, and Council 25 and its affiliate Local Union #849, and except for provisions that were specifically negotiated in the 2000-2004 contract, there is no intent to change the interpretation of any of the other Articles that were found in a prior Agreement.

It is further understood that the following employees in the Lincoln Park School District are excluded from this contract; noon aids, crossing guards, two (2) confidential secretaries from the Central Office (secretary to the Superintendent and the secretary to the Assistant Superintendent of Personnel, and the Supervisors as defined by the Act.

ARTICLE II

AID TO OTHER UNIONS

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

ARTICLE III

UNION SECURITY

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

A. MODIFIED UNION SHOP

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

B. AGENCY PROVISION

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

ARTICLE IV

CHECK-OFF OF UNION DUES - EMPLOYEE'S AUTHORIZATION

SECTION I: UNION DUES AND INITIATION FEES

A. PAYMENT BY CHECK-OFF OR DIRECT TO UNION -

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

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

B. DEDUCTIONS -

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

C. DELIVERY OF EXECUTED AUTHORIZATION OF CHECK-OFF FORM -

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

D. WHEN DEDUCTION BEGIN -

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

E. DELIVERY OF ADDITIONAL CHECK-OFF FORMS -

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

F. REFUNDS -

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

G. TERMINATION OF CHECK-OFF -

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

H. DISPUTES CONCERNING CHECK-OFF

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

SECTION 2: REMITTANCE OF DUES TO FINANCIAL OFFICER

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

SECTION 3: LIMIT OF EMPLOYER'S LIABILITY

The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Union will protect and save harmless the employer from any and all claim, demands, suits and other forms of liability by reason of action taken or not taken by the employer for the purpose of complying with this Article.

SECTION 4: DISPUTES CONCERNING MEMBERSHIP

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

ARTICLE V

REPRESENTATION

SECTION 1: NUMBER OF REPRESENTATION AREAS

- A. The number of representation areas in the bargaining unit shall be five (5), which shall be maintenance, secretarial, cafeteria, paraprofessional and MDE unless the number is increased or decreased by agreement between the Employer and the Union. The Employer and the Union may re-district the unit from time to time by agreement.
- B. It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

SECTION 2: STEWARDS AND ALTERNATE STEWARDS

- A. In each area employees shall be represented by one (1) Steward, or an Alternate Steward in the absence of the Steward, who shall be a regular employee and working in the area.
- B. The Stewards, or the Alternate Stewards in the absence of the Stewards, during their working hours, without loss of time or pay, may, in accordance with the terms of this Section, investigate and present grievances to the Employer, upon having advised their principal of same. The immediate Supervisor will grant permission and provide sufficient time to the Stewards to leave their work for these purposes. The privilege of Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; the Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

SECTION 3: SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of

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

SECTION 4: NEGOTIATING COMMITTEE

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

SECTION 5: GRIEVANCE REPRESENTATION

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

ARTICLE VI

GRIEVANCE PROCEDURE

SECTION 1: DEFINITION

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

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

SECTION 2: WRITTEN PROCEDURE

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

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

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

Step 3: If the Union is dissatisfied with the decision of the Superintendent or his/her designee, the Union may refer the matter to arbitration by delivering written notice of its filing with the American Arbitration Association to the Superintendent within forty-five (45) working days after the Union's receipt of

the decision of the Superintendent or his/her designee. The arbitrator shall be selected from the panel of arbitrators furnished by the American Arbitration Association, and the arbitration shall be conducted under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the Board of Education and the Union. The arbitrator shall confine their decision to the sole question of whether or not there has been a violation of the Agreement and, if they find a violation, the appropriate relief.

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

SECTION 3: STEP ADVANCE

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

SECTION 4: TIME LIMITS

- A. Failure to commence to process the grievance within the time limits set forth shall bar the grievance.
- B. Failure to appeal a decision to the next step within the time limits set forth shall constitute acceptance of the last written decision and shall bar future action on that particular grievance.
- C. A grievance not answered timely by the Employer will automatically advance to the next step of the grievance procedure.
- D. A grievance may be withdrawn, without prejudice, and, if so withdrawn, all financial liabilities shall be annulled.

SECTION: 5: UNION REPRESENTATION

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

SECTION 6: SETTLEMENT IMPLEMENTATION

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

SECTION 7: SIMILAR GRIEVANCE

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

ARTICLE VII

DISCHARGE AND DISCIPLINE

SECTION I: DISCIPLINARY PROCEDURE

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

A. Oral Warning

Written warning

Suspension - not to exceed three (3) days

Suspension - not to exceed ten (10) days

More severe discipline

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

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

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

SECTION 2: PROBABLE CAUSE

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

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

- B. Intoxication or drinking alcoholic beverages on the job or on the employer's property.
- C. A.W.O.L. (absent without leave) no notification to employer (exceptions may be made should circumstances warrant).
- D. Continued or repeated insubordination without provocation by the employer.

SECTION 3: NOTICE OF DISCHARGE OR DISCIPLINE

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

SECTION 4: APPEAL OF DISCIPLINE OR DISCHARGE

Should the discharged or disciplined employee or the steward consider the discharge to be improper, a complaint shall be presented in writing through the steward to the Employer within five (5) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and

give its answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be advanced to the third step of the grievance procedure.

SECTION 5: USE OF PAST RECORD

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

SECTION 6: PERSONNEL FILE

- A. No material relating to an employee's conduct, service, character or personality shall be placed in the employee's file unless the employee has the opportunity to read such material before it is placed in the file.
- B. The employee shall have the right to answer (attach) any document in the personnel file including responses to evaluations which are maintained in a manner which shall be in accordance with the provisions of the Bullard-Plawecki Act.

ARTICLE VIII

SENIORITY - EARNING, LOSING, OUT OF UNIT

SECTION 1: DEFINITION

- A. With the exception of seasonal and substitute employees, seniority shall begin on the date of employment by the Board of Education through resolution, but shall not take effect until the employee has been employed for ninety (90) calendar days, at which time he/she shall be certified as a permanent employee.
- B. Seniority shall be used and accumulated within classifications.

SECTION 2: PROBATIONARY EMPLOYEES

- A. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee finishes the probationary period by accumulating ninety (90) calendar days, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) calendar days prior to the day he/she completed the probationary period. There shall be no seniority among probationary employees.
- 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 Article 1 of this Agreement, except discharged and disciplined employees for other than Union activity.

SECTION 3: UNION OFFICERS

- A. Seniority of Stewards - Notwithstanding their position on the seniority list, stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in their area which they can satisfactorily perform and shall be recalled to work in the event of a layoff, on the first open job in their area which they can satisfactorily perform.
- B. Seniority of Officers - Notwithstanding their position on the seniority list, the President, Vice President, Financial Secretary and Recording Secretary of the Local Union shall, in the event of layoff only, be continued at work at all times when one or more division or fractions thereof are at work, provided they can satisfactorily perform any of the work available.

SECTION 4: SHIFT PREFERENCE

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

SECTION 5: OUT OF BARGAINING UNIT

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

SECTION 6: SENIORITY LISTS

- A. Seniority shall not be affected by the race, sex, marital status or dependents of the employee.
- B. The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- C. The Employer will keep the seniority list up-to-date at all times and will provide the Local Union President with up-to-date copies, upon request.

SECTION 7: LOSS OF SENIORITY

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

- A. They quit.
- B. They are discharged and the discharge is not reversed through the grievance procedure.
- C. They are absent for five (5) consecutive working days without notifying the Employer, in proper cases, exceptions shall be made by the Employer. After such absence, the Employer will send written notification to the employee at their last known address that they have lost their seniority, and their 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 they do not return to work when recalled from layoff as set forth in the recall procedure, in proper cases, exceptions shall be made by the Employer.
- E. Return from sick leave and leaves of absence will be treated the same as C above.

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ARTICLE IX

PROMOTIONS, TRANSFERS, VACANCIES, WORKING OUT OF

CLASSIFICATION, WORK MOVEMENT

SECTION 1: PROMOTIONS

- A. Promotions within the bargaining unit shall be made on the basis of seniority and qualification (with the exception of probationary employees i.e., employees may not bid unless they have completed their probationary period). However, in the event that there are no qualified applicants, probationary employees may be considered. Promotions to interview positions (except Board Office custodial position), will be based on the recommendation of a committee composed of representatives of Local 849 and representatives of the Board of Education.
1. Employees granted lateral transfers or bids within classification shall spend at least one year in said position before they shall be granted another lateral transfer.
 2. For all full-time cafeteria positions, new full-time cafeteria employees shall not have any bidding rights for promotional purposes for one (1) year. However, in the event that there are no bids within the cafeteria classification, new full-time or part-time employees may exercise bidding rights.
- B. Job vacancies will be posted within a seven (7) day period, for a period of seven (7) calendar days, in a conspicuous place in each school or building. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion, who is qualified, shall be granted a trial period, not to exceed ninety (90) days, to determine:
1. Desire to remain on the job.
 2. Ability to obtain a license, if required. (Must have one (1) year seniority for engineer and assistant engineer position or show Boiler Operator's

license or equal). The Employer will pay for the tuition for this class after proof of successful completion of the course is submitted.

- C. In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee.
- D. During the trial period, the employee shall have the opportunity to revert back to their former classification. If an employee voluntarily reverts back to their former classification during the trial period on their own accord, they will lose the opportunity to bid for one (1) year.
- E. If the employee is unsatisfactory in the new position, the employer shall have the opportunity to place the employee back in their former classification during the trial period. Notice and reasons of such move shall be submitted to the Union in writing by the Employer, with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.
- F. During the trial period, employee will receive the rate of the job they are performing.
- G. The Employer agrees to make available to the Union a list of all applicants for promotion through job postings.

SECTION 2: WORKING OUT OF CLASSIFICATION

- A. Employees required to work in a higher classification for four (4) hours or more shall be paid the rate of the higher classification.
- B. Employees required to work in a lower classification will receive their regular classification rate of pay.

SECTION 3: TRANSFERS

When an employee transfers from one classification to another, their seniority starts from date of transfer into the classification, except where they have already accumulated seniority in the classification. In such event they would be given credit for total accumulation in the classification.

A. Temporary Transfers - If an employee is temporarily transferred to a position under the employer not included in their classification and is thereafter transferred again to a position within their classification, they shall have accumulated seniority while working in the position to which they were transferred. Employees transferred under the above circumstances shall retain all right accrued for the purpose of any benefits provided for in this Agreement.

B. Work Location Transfer

1. If and when operations of divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location exchange will be considered in such cases.
2. The employer agrees that in any movement of work not covered above, it will be discussed with the Union in order to provide for the protection of the seniority of the employees involved.
3. Displacement is defined as the movement of work as a result of a building closing, a reduction in personnel or other involuntary situation.
4. In the event that a maintenance employee is displaced from their position, they may choose an open position of equal or lesser rate of pay, or bump the employee with the lowest seniority within their classification.

SECTION 4: VACANCIES

- A. When a vacancy, other than an emergency or temporary vacancy exists in a classification, employees within the classification or a higher classification shall be given preference to transfer to the vacancy. To be eligible they must apply through job notifications.
- B. For the purpose of this section "emergency vacancy" is defined as a vacancy that is not expected to exceed five (5) working days; "temporary vacancy" is defined as vacancy that is expected to exceed twenty (20) working days but

*not more than one calendar year. After one year the vacancy shall be posted as a permanent position subject to the provisions of Article XIV, Section 8.

- C. Notwithstanding the above, employees applying for the position of Head Cook, Senior Bookkeeper, Senior Payroll Secretary, Junior Bookkeeper, and Junior Payroll Secretary, shall meet the minimum qualification (see appendix).

SECTION 5: PARAPROFESSIONALS

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

SECTION 6:

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

SECTION 7:

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

ARTICLE X

HOURS - SHIFT PREMIUM

SECTION 1: HOURS

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

Employees who are regularly employed and assigned to a classification, but work less than seven (7) hours a day, shall be considered as permanent part-time employees.

An employee working four (4) hours or more shall be entitled to all benefits of this Agreement on a prorated basis after ninety (90) days of employment.

SECTION 2: LUNCH PERIODS - COFFEE BREAKS

- A. All employees are paid for a 30 minute uninterrupted lunch period beginning with the 1998-99 school year. It is understood that secretaries and paraprofessionals may leave the work site.
- B. All full-time employees shall be paid for a 15 minute coffee break in the middle of the first half of their shift and in the middle of the second half of their shift.

SECTION 3: SHIFT PREMIUM

- A. Employees working the second (afternoon) shift shall receive, in addition to their regular pay, twenty cents (\$.20) per hour additional compensation. Employees working the third (midnight) shift shall receive, in addition to their regular pay, thirty cents (\$.30) per hour compensation.
- B. The first shift shall start no earlier than 6:00 a.m. and no later than 11:59 a.m. The second shift shall start no earlier than 12 noon and no later than 3:00 p.m. The third shift shall start no earlier than 9:00 p.m. and no later than 2:00 a.m. The current starting and quitting times will remain in effect. Exceptions may

be made for regularly scheduled activities provided starting times are not varied by more than two (2) hours.

- C. Leased building engineers will work shifts as assigned and shift starting and quitting times as contained in sub-paragraph "B" shall not apply to leased building assistant engineers.

SECTION 4: CLOSED SCHOOL HOURS

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

SECTION 5: TEMPORARY - STUDENT EMPLOYEES

With respect to the hiring of temporary employees and employees referred to as student, their employment will be considered an emergency need. However, in no case will the period of employment of these temporary employees exceed one hundred eighty (180) days of work within the school year.

SECTION 6: OUTSIDE EMPLOYEE HOURS

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

SECTION 7: SUMMER WORK PREFERENCE

All summer vacancies in the secretarial representation area, which the Board determines to fill, shall be offered to forty-one week and forty-four week employees prior to hiring outside the bargaining unit. Said offer shall be made in accordance with Article IX, Section 1, of this Agreement and during the summer downtime shall be sent to each forty-one week and forty-four week employee at the address of record in addition to the standard posting procedure. When a forty through forty-four week secretary is "held over" or "started early" the employee currently holding that position will have the right of refusal to work the extended hours.

SECTION 8: UTILITY WORKER PROVISION

Two utility worker positions listed as forty-three (43) and forty-one (41) week positions will both be staffed as forty-two (42) week positions.

SECTION 9: BOARD AGENDA

The administration will provide the Union President with a Board of Education Meeting Agenda on the Friday prior to the scheduled meeting.

ARTICLE XI

OVERTIME AND EQUALIZATION OF OVERTIME

SECTION 1: DEFINITION

- A. Overtime hours, which are hours in excess of eight (8) hours per day, shall be divided as equally as possible among employees in the same classification in their building. An up-to-date list showing overtime hours will be posted in a prominent place in each building.
- B. There shall be no change of starting or quitting time to avoid payment of overtime to employees.
- C. Management has the right to set hours in anticipation of scheduled needs during the bond construction program only (per Letter of Agreement).

SECTION 2: RATE - REGULAR AND HOLIDAY

- A. Employees who are asked to report for work before the beginning of their regular shift or asked to remain beyond their regular shift will be paid at the rate of time and one half.
- B. Employees called to report for work on other than their regular shifts will receive a minimum of two and one-half ($2 \frac{1}{2}$) hours pay at one and one-half ($1 \frac{1}{2}$) times their regular rate, except on paid holidays when the rate shall be double time.
- C. Weekend and holiday building inspection shall be divided equally between day and afternoon engineers and assistant engineers and paid at the rate of ten dollars (\$10.00) per day per building for secondary buildings and eight dollars (\$8.00) per day per building for elementary buildings. Building checks will be made once a day - in the afternoon.
- D. When heating plants are not in operation, building inspections will be worked out on an over-all basis among the engineer, assistant engineer and custodian

classifications. No additional compensation shall be paid when a regular employee is on duty on a Saturday, Sunday or holiday.

SECTION 3: EQUALIZATION PROCEDURE

- A. When overtime is required and cannot be worked from within the building, employees shall be called from availability list maintained in the central office. Any employee interested in working overtime shall make application to have their name placed on said list.
- B. Whenever overtime is required, the person with the least number of overtime hours in that classification within their building will be called first and so on down the list in an attempt to equalize the overtime hours. Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases, employees will be called on the basis of least hours of overtime in their classification, provided they are capable of doing the work.
- C. For the purpose of this clause, any employee who did not work because they were unavailable, or did not choose to work, will be charged the number of overtime hours of the employee who worked during that period.
- D. Any employee who has changed classifications will be charged with the highest number of overtime hours that exist in the new classification on the day they were reclassified.

ARTICLE XII

LAY-OFF AND RECALL

SECTION 1: LAY-OFF PROCEDURES

- A. The word "lay-off" means a reduction in the working force due to a decrease of work or budgeting limitations.
- B. If it becomes necessary for a lay-off, the following procedure will be mandatory. Probationary employees will be laid off on a school district-wide basis. Seniority employees will be laid off according to seniority as defined in Section 1 - E. In proper cases exceptions may be made. Disposition of these cases will be proper matter for the grievance procedure.
- C. Employees subject to lay-off may bump to any classification with an equal or lower rate of pay, provided they are qualified to perform the duties of that classification. Employees may not bump to a classification with a higher rate of pay.
- D. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of lay-off. The local Union Secretary shall receive a list from the employer of the employees being laid off on the same date the notices are issued to the employees.
- E. Seniority shall be used and accumulated within the classification except in the event of reduction of work force or lay-off; then it shall be on a school district-wide basis within classification, in accordance with the employee's last date of hire in the representation area. Low seniority employees are to be laid off first.

SECTION 2: RECALL PROCEDURES

- A. When the work force is increased after lay-off, employees will be recalled according to seniority, as defined in Section 1 - E. Notice of recall shall be sent to the employee at their last known address by registered or certified mail. If an employee fails to report for work within fourteen (14) calendar days from

date of mailing of notice of recall, they shall be considered as quit. Extensions may be granted by the Employer in proper cases.

- B. If the notice of recall indicates that the employee is to return to permanent employment, and they return to work, they shall be entitled to notice in accordance with Section 1 - C, before any further lay-off.
- C. If an employee is recalled to fill a temporary opening in a job classification caused by a shortage of employees resulting from vacation, leave of absence, illness or any other absence from the job, they shall be entitled to one (1) shift-day notice of lay-off if they work more than five (5) consecutive working days and seven (7) days notice of lay-off if they work more than thirty (30) consecutive working days.
- D. If an employee is temporarily recalled because of work requirements and not because of employee absence, they shall be entitled to a seven (7) day notice of lay-off.
- E. Employees recalled from lay-off shall receive the regular rate for the classification to which they are returned.
- F. If a temporarily recalled employee works more than thirty (30) consecutive working days, he/she shall then be entitled to vacation, holiday and leave day benefits. Vacation days and leave days shall accrue from the date of recall.

ARTICLE XIII

RATES AND CLASSIFICATIONS

SECTION 1: POSITION CLASSIFICATIONS

The following job classifications are hereby established:

A. Maintenance -

1. Engineer
2. Assistant Engineer
3. Leased Building Assistant Engineer*
4. Custodian
5. Skilled Utility

*Use of a leased building assistant engineer in a building that is the property of the school district and is leased to another party is not mandatory. However, if a school district employee is used to maintain such a building, such employee must be a member of this classification.

B. Business Office Group

1. Senior Bookkeeper
2. Senior Payroll
3. Junior Bookkeeper
4. Junior Payroll
5. Child Accounting Secretary
6. Switchboard Operator
7. Substitute Caller
8. Stock Clerk
9. Secretary to Deputy Superintendent
10. Secretary to Assistant Superintendent/Finance
11. Buildings & Grounds/Business Office Secretary

C. Secretarial Group

1. Special Services

2. Secretary - Middle School Principal
3. General Office Secretary
4. Secretary - General Office High School
5. Secretary to High School Principal
6. Elementary School Secretary
7. Bookstores(s)
8. Library (until vacated by employee as of 12/19/00 at which time it will be reclassified into clerk/paraprofessional group)

Secretarial staff shall be defined as all persons employed by the Lincoln Park Board of Education who regularly and consecutively are responsible for the keeping of school records, or who are assigned to any administrator or principal where, under their jurisdiction, typing filing, general office or clerical work is performed. As defined, the title of Secretary shall be used to recognize this group of employees shall be entitled to all benefits and privileges of the Master Contract between the Board of Education and the Union.

D. Cafeteria

- | | |
|-------------------------|-----------------|
| 1. Head Cook | 4. Head Cashier |
| 2. Assistant Cook | 5. Food Handler |
| 3. Utility Truck Driver | |

E. Paraprofessional - In regard to paraprofessionals, the District acknowledges that while a paraprofessional assists the teacher, the responsibility for final academic assessment remains with the teacher. The position of Clerk/Paraprofessional is recognized to include those persons who perform clerical functions but not to the same level as that expected of a secretary. The relationship between a secretary and a clerk is like that between an assistant engineer and a custodian. Transfer between Paraprofessional groups is subject to qualification.

1. SXI/AI Paraprofessional (8 hours - school year plus optional extended year)
2. Clerk/Paraprofessional (7 to 7½ hours - school year). A clerk/paraprofessional or general education paraprofessional shall work seven (7) hours for weeks students are in session. A special education paraprofessional (defined to be students with mainstream potential for those programs in existence in Lincoln Park prior to the establishment of the SXI/AI programs (circa 1998) will work a 7 ½ hour day. Combined assignments will be prorated.

SECTION 2: NEW CLASSIFICATION

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

SECTION 3: PROCEDURES

- A. To insure job rights for the employees, all work within an existing classification and job description shall be performed only by regular employees assigned to those classifications. These employees shall work under the terms of the Master Agreement between the Board and the Union.
- B. The Union will be promptly notified of the position, wages and working hours of any new non-contractual employee.
- C. Classifications and wage schedule for all non-contractual employees shall be attached to and become part of this Agreement.
- D. The Employer agrees to furnish the Union, through the president and local Union, with an up-to-date salary schedule for all non-contractual employees upon request at reasonable times.

SECTION 4: RATES

- A. Paid sick leave, injury leave, holidays and vacation time shall be considered as time worked for all pay purposes.

ARTICLE XIV

SICK LEAVES/LEAVES OF ABSENCE

SECTION 1: SICK LEAVE

- A. Each non-contractual employee (except substitutes or those working part time) shall be granted one (1) day per working month plus three (3) days per year as sick leave days. At the end of the probationary period an employee may draw on their anticipated sick leave days for the balance of the current school year. If an employee leaves before the end of the school year, any unearned used sick leave days will be deducted from their final pay check. Employees hired after the execution of this Agreement shall be granted one sick day per month.
- B. All unused sick leave allowance days shall be placed at the end of the fiscal year in the employees cumulative sick leave bank. Accumulation of these days shall be unlimited.
- C. Employees shall make every effort to call in prior to the start of their shift if they are unable to report to work. Custodians shall make every effort to call in by noon so a replacement can be arranged for their shift and then call the office before noon so arrangements can be made for the following shift. Employees who will be off more than one (1) day or for an extended period of time shall keep the office informed. If off more than five (5) days, the employee shall present a doctor's report to the main office. If off for an extended period, the employee shall present to the office a doctor's report stating that he/she is able to resume work.
- D. At retirement and for no other reason, an employee shall receive a separate one time payment for accumulated sick days as follows:

An employee shall receive the cash equivalent of twenty percent (20%) of one days pay for each accumulated sick day over forty-five (45) days. Example: An employee with one hundred accumulated sick days will receive eleven (11) full days of pay.

SECTION 2: ON THE JOB INJURIES

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

B. Accidents must be reported to the immediate supervisor as soon as possible.

SECTION 3: PAID LEAVES

A. Funeral Leave

1. Absences for which pay will not be deducted and not charged to the sick leave bank: Death in immediate family which is described as mother, father, mother-in-law, father-in-law, wife, husband, brother-in-law, sister-in-law, sister, brother, grandparent, or child. Funeral leave for death of a relative not listed above or a member of the household shall be at the discretion of the Superintendent.
2. Length of funeral leave will be at the discretion of the Superintendent of Schools or his/her designee but is not to exceed three (3) days. If the funeral is beyond 200 miles of the school district the leave may be for up to five (5) days if proof of attendance at the funeral is shown.

SECTION 4: JURY DUTY

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

SECTION 5: PERSONAL BUSINESS LEAVE

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

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

1. Emergencies
2. Catastrophes
3. Fire
4. Accident
5. Transportation failure (limited)
6. Required court appearance
7. Legal matters
8. By Union officials for Union business

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

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

SECTION 6: UNION LEAVE

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

SECTION 7: UNPAID LEAVES

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

SECTION 8: EXTENDED SICK LEAVE

- A. Any employee whose personal illness extends beyond the period compensated by accumulated sick leave days shall be granted leave of absence without pay, for such time as is necessary for complete recovery from such illness, not to exceed five (5) years. Employees returning from extended sick leave before the end of one (1) year shall be assigned to the same regular position in their classification.
- B. Employees who have been on an extended sick leave beyond one (1) year, but not more than five (5) years, shall notify the Board of Education thirty (30) days in advance of returning from leave. Upon return from leave, an employee shall be assigned to same position, or a substantially equivalent position in their classification, if available, or will replace the junior employee with the least seniority in their unit.

SECTION 9: LEAVE FOR UNION BUSINESS

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

SECTION 10: MATERNITY LEAVE

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

- B. An unpaid maternity leave of absence may be extended up to five (5) years upon the written request of the employee, but after one (1) years leave, Section 8, extended Sick Leave, shall apply.
- C. In the event of a miscarriage or any related conditions prior to or after the full term of pregnancy, the sick leave provisions of this Agreement shall apply.
- D. Any female employee who is included in the bargaining unit, may use the sick leave provisions of this Agreement. Such leave related to pregnancy shall be treated as a disability.

SECTION 11: VETERANS

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

SECTION 12: VETERANS LAW

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

SECTION 13: EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

- A. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be

granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

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

ARTICLE XV

VACATIONS

SECTION 1: EARNING

- A. All twelve (12) month employees covered by this Agreement shall be allowed vacation time. One (1) to five (5) years inclusive, employees receive two (2) weeks vacation; five (5) to ten (10) years inclusive, employees receive three (3) weeks vacation, and from ten (10) years on, employees receive four (4) weeks vacation. If an employee completes his/her fifth (5th) or tenth (10th) year of employment at any time during the then current calendar year, the individual shall be entitled that year to the additional week's vacation specified in this Agreement. Vacations may be split into periods of less than one (1) week.
- B. All forty-one (41) week employees, cafeteria employees and paraprofessionals shall be allowed vacation during the school year when teachers and children are not in attendance, except that the regular Easter vacation period shall be considered time off without pay.
- C. Vacation for 52 week secretaries may be split into one (1) or more weeks, providing such scheduling does not drastically interfere with the operation of the department concerned. Upon written request to the employer not less than ten (10) working days in advance, vacations may be split into periods of less than one (1) week (5 days).

SECTION 2: VACATION OR PAYMENT IN LIEU OF

- A. Employees who are entitled to a fourth (4th) week of vacation may use the fourth (4th) week of vacation anytime during the calendar year or receive payment in lieu of vacation for that period, if, at the discretion of the employer, the vacation cannot be granted. These employees will be notified within ten (10) days of their request for the fourth (4th) week of vacation whether it will be granted in the form of vacation or in payment in lieu of vacation.

SECTION 3: RATE DURING VACATION

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

SECTION 4: PAY ADVANCE

- A. If a regular pay day falls during an employee's vacation, they will receive that check in advance, if possible, before going on vacation. Should an employee change their vacation, they must make a request for their check one (1) week before leaving if they desire to receive it in advance.
- B. If an employee is laid off or retires, they will receive any unused vacation credit, including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from their vacation the following year.

SECTION 5: VACATION PERIOD

- A. Vacations for twelve (12) month employees shall be granted at anytime during the school year if requested by the employee, provided that scheduling conflicts (i.e. several employees requesting the same period) shall be resolved using seniority as the sole guide. The Board reserves the right to deny a vacation request if the employee's absence will result in any additional cost or effect the efficient operation of the district.
- B. Vacations for twelve (12) month employees may be split into one (1) or more weeks providing such scheduling does not drastically interfere with the operation of the department concerned, unless otherwise specified in the contract. Vacations may be split into periods of less than one (1) week.
- C. A vacation may not be postponed from one school year to another and made cumulative, but will be forfeited unless completed during each school year, except as in "E" below.
- D. A vacation may not be waived by an employee and extra pay received for work during that period.

- E. If an employee becomes ill and is under care of a duly licensed physician during their vacation, their vacation will be rescheduled. In the event their incapacity continues through the year, they will be awarded payment in lieu of vacation.
- F. If an employee is on vacation and becomes ill and under a doctor's care, management has the right to require a more detailed medical from the employee's doctor.
- G. Vacation time for the first year of service of new employees will be prorated according to the number of months worked in said year.

ARTICLE XVI

HOLIDAYS

SECTION 1: HOLIDAYS

A - 1 The following days are recognized holidays with pay for forty-one (41) through forty-four (44) week employees:

New Year's Day, January 1
Good Friday or Easter Monday
Memorial Day
Friday before Labor Day - effective 2001*
Labor Day
Thanksgiving Day, Thursday
Friday following Thanksgiving Day
December 24th, if it falls during regular work week
Christmas, December 25th
December 31st, if it falls during regular work week

A - 2 The following days are recognized holidays with pay for fifty-two (52) week employees:

New Year's Day, January 1
Good Friday or Easter Monday
Memorial Day
Friday before Labor Day - effective 2001*
Labor Day
Thanksgiving Day, Thursday
Friday following Thanksgiving Day
December 24th, if it falls during regular work week
Christmas, December 25th
December 31st, if it falls during regular work week
Independence Day, July 4th

All weekdays between Christmas Day and New Year's Day will be treated as days off with pay. Said days off with pay shall be at no additional cost to the Board

other than the daily rate of pay. Building checks and activities within buildings will be covered as determined by the Board. Any employee required to work on any such weekday(s) shall receive compensatory time off at a later date. If New Years Day falls on a Sunday, Monday will be a work day.

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

Effective June 2002 the $\frac{1}{2}$ day in June for Union picnic when school is not in session will be eliminated. The elimination of this holiday shall in no other way effect hours currently worked by non 52-week employees.

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

Monday - when Memorial Day falls on Tuesday

Friday - when Memorial Day falls on Thursday

Monday - when July 4th falls on Tuesday

Friday - when July 4th falls on Thursday

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

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

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

SECTION 2 HOLIDAY PAY RATE

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

ARTICLE XVII

INSURANCE COVERAGE

SECTION 1: HOSPITALIZATION COVERAGE

Employer agrees to pay the full premium for hospitalization medical coverage for the employee and their family, the plan to be Blue Cross/Blue Shield MFV2 (Master Medical Option IV) health care protection with \$2.00 deductible Prescription Drug Rider, Voluntary Sterilization Rider and FAE-RC Rider. This coverage shall apply to all seniority employees.

- A. This coverage shall remain in effect for a period of one (1) year from date of Extended Sick Leave, Maternity Leave and On-the-Job Injury.
- B. Any employee recalled to work after a layoff shall be entitled to hospitalization medical coverage immediately if they are returned to permanent employment and after five (5) consecutive working days if they are returned to temporary employment.
- C. Employees who have health insurance protection through their spouse's employer, at the employee's option, may apply the amount equivalent to the single subscriber cost for any Board provided insurance premium for the coverage of other insurance and protection plans which are available through the Employer on a district wide basis.
- D. For full-time employees hired after the execution of this Agreement, the Employer agrees to pay the full premium for medical coverage for the employee and their family through a health maintenance organization (HMO) as currently provided by the district.

SECTION 2: DENTAL COVERAGE

Employer will provide not less than the benefits offered by the Delta Dental Pan E, Class I/Class II (80% co-pay, \$1,000 maximum per insurance contract year) with Plan 04 Orthodontic Class III (60% co-pay, \$800 lifetime maximum).

Class I: Basic dental services, i.e. examination, radio graphics, patient consultations, preventive treatment (primary prophylaxis and topical fluoride

treatment) fillings, crown, jackets, oral surgery (primarily extractions), endodontic and periodontic services.

Class II: Prosthodontics services - bridges, partial and complete dentures.

Class III: Procedures for the prevention and correction of malposed teeth (orthodontics). Class III benefits are available only as a rider to both Class I and Class II benefits and cannot exceed the percentage level selected in Class I and II. Orthodontic benefits are available to age 19 for dependents.

SECTION 3: OPTICAL COVERAGE

Employer will provide not less than the benefits offered by the MASB/SET, Plan III, Vision Insurance Plan for each member of the bargaining unit and their eligible dependents.

SECTION 4: LIFE COVERAGE

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

- A. Any employee recalled to work after a lay-off shall be entitled to life insurance coverage immediately if they are returned to permanent employment and after five (5) consecutive working days if they are returned to temporary employment.

SECTION 5: NEW EMPLOYEES

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

SECTION 6: LONG TERM DISABILITY INSURANCE

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

ARTICLE XVIII

MILEAGE - ALLOWANCES - REIMBURSEMENTS

SECTION 1: LICENSES

Any employee whose classification requires a boiler operator's license shall be reimbursed the annual cost of said license.

SECTION 2: MILEAGE

Any mileage incurred by a member of the bargaining unit through the use of a personal automobile, in performance of official school business approved by the Superintendent, shall be paid at the rate per mile determined by the Federal Income Tax deduction rate on April 15th for the following school year provided properly filled out mileage reports are submitted on a monthly basis.

SECTION 3: COMPENSATORY ALLOWANCE

- A. Travel allowance of One Hundred Dollars (\$100.00) per year will be paid to employees working in more than one building in lieu of mileage; to be paid twice yearly, one-half (1/2) at the end of each semester (pro-rated) for an individual in this situation less than a year.
- B. Allowance of One Hundred Dollars (\$100.00) per year will be paid to secretaries in buildings with part-time principals

SECTION 4: TUITION REIMBURSEMENT

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

SECTION 5: REQUIRED MEDICAL TEST

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

SECTION 6: CLOTHING ALLOWANCE

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

ARTICLE XIX

LONGEVITY

SECTION 1: LONGEVITY

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

A. All groups to receive longevity payments as follows:

5 years or more service - \$75.00
10 years or more service - 100.00
15 years or more service - 150.00
20 years or more service - 200.00
25 years or more service - 250.00

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

ARTICLE XX

GENERAL PROVISIONS

SECTION 1: BULLETIN BOARDS

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

SECTION 2: UNION USE OF SCHOOL PREMISES

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

SECTION 3: SUPPLEMENTAL AGREEMENTS

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

SECTION 4: ACT OF GOD DAYS

The past practice of allowing "compensatory time" off for fifty-two (52) week employees who report to and work during days that school(s) are closed due to "acts of God" will no longer be effective. It is understood that forty-one (41) week employees who are either instructed not to report and/or are sent home because of "acts of God" shall continue to receive pay so as not to suffer loss of pay and/or benefits.

SECTION 5: CONTRACTING/SUB-CONTRACTING

The parties recognize the responsibility of the Board to provide services in the most economical fashion and recognize that, in appropriate cases, outside contractors may be employed to perform such services. However, outside contractors will not be utilized if it results in a lay-off of existing employees,

except for cafeteria workers. Cafeteria workers may be replaced by a sub-contractor if the cafeteria program's expenditures continue to exceed its revenues. The Union will be entitled to budgetary information related to the cafeteria program's revenues and expenditures on an ongoing basis upon their request. The Board's representatives will meet with representatives of the Union at least forty-five (45) days before sub-contracting the cafeteria to discuss alternatives.

SECTION 6: WORKING CONDITIONS

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

SECTION 7: TRANSPORTATION OF STUDENTS

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

SECTION 8: JOINT SAFETY COMMITTEE

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

ARTICLE XXI

EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION 1:

Union employees agree to uphold this Contract. Each employee accepts responsibility to strive for excellence in their work and to take advantage of opportunities for continually improving their skills and their relationship with their fellow workers and superiors.

- A. Nothing in this Contract shall be construed to deny or restrict an employee's rights under the Michigan General School Laws or applicable civil laws. The rights granted in this Contract are deemed to be in addition to those provided elsewhere.
- B. The Union, its officers and stewards accept responsibility to attempt to prevent strikes among its members.

ARTICLE XXII

BOARD RIGHTS AND RESPONSIBILITIES

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

ARTICLE XXIII

TERMINATION AND MODIFICATION OF AGREEMENT

This Agreement shall continue in full force through June 30, 2004.

- 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 written notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.
- 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 its intent to amend this Agreement.

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

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 600 W. Lafayette, Detroit, Michigan 48226; and if to the Employer, to 1545 Southfield Road, Lincoln Park, Michigan 48146, or to any such address as the Union or the Employer may make available to each other.

D. AUTOMATIC IMPROVEMENT

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



SECTION 3: NEGOTIATING COMMITTEE

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

SECTION 4: GRIEVANCE REPRESENTATION

- A. 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.

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

ARTICLE XXV

UNION SECURITY

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

A. MODIFIED UNION SHOP

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

B. AGENCY PROVISION

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

ARTICLE XXVI

PROMOTIONS/TRANSFERS

SECTION 1: PROMOTIONS

- A. Employees shall be given consideration to other part-time and/or full-time positions for which they are the senior qualified person. However, promotions or transfers are understood not to be automatic. For all full-time cafeteria positions, new full-time cafeteria employees shall not have any bidding rights for promotional purposes for one (1) year. However, in the event that there are no bids within the cafeteria classification, new full-time or part-time employees may exercise bidding rights.
- B. Job vacancies will be posted within a seven (7) day period, for a period of seven (7) calendar days, in a conspicuous place in each school or building. Employees interested shall apply within the seven (7) calendar day posting period.
- C. The employee promoted under this article, shall be granted a trial period, not to exceed sixty (60) days, to determine:
 - 1. Desire to remain on the job.
 - 2. Ability and/or trainability to perform the job.
 - 3. Ability to obtain a license, if required.
- D. During the trial period, the employee shall have the opportunity to revert back to former classification.
- E. If the employee is unsatisfactory in the new position, the Employer shall have the opportunity to place the employee back in his/her former position during the trial period. Notice and reasons of such move shall be submitted to the Union in writing by the Employer, with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.
- F. During the trial period, the employee will receive the rate for the job they are performing.

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

SECTION 2: WORKING OUT OF CLASSIFICATION

- A. Employees required to work in a higher classification shall be paid the rate of the higher classification as of the first day.
- B. Employees required to work in a lower classification will receive their regular classification rate of pay.

SECTION 3: TRANSFERS

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

A. Temporary Transfers

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

B. Work Location Transfer

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

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

SECTION 4: VACANCIES

- A. When a vacancy, other than an emergency or temporary vacancy exists in a classification, employees within the classification or a higher classification shall be given preference to transfer to the vacancy. To be eligible they must apply through job notifications.
- B. For the purpose of this section "emergency vacancy" is defined as a vacancy that is not expected to exceed five (5) working days; "temporary vacancy" is defined as a vacancy that is not expected to exceed twenty (20) working days.

ARTICLE XXVII

HOURS

SECTION 1: TEMPORARY-STUDENT EMPLOYEES

With respect to the hiring of temporary employees and employees referred to as student, their employment will be considered an emergency need. However, in no case will the period of employment of these temporary employees exceed one hundred eighty (180) days of work within the school year. It is clearly understood by both parties that this section does not apply to co-op students.

SECTION 2: OUTSIDE EMPLOYEE HOURS

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

ARTICLE XXVIII

LAY-OFF AND RECALL

SECTION 1: LAY-OFF PROCEDURES

- A. The word "lay-off" means a reduction in the working force due to a decrease of work or budgeting limitations.
- B. If it becomes necessary for a lay-off, the following procedure will be mandatory. Probationary employees will be laid off on a school district-wide basis. Seniority employees will be laid off according to seniority as defined in Section 1-E. In proper cases exceptions may be made. Disposition of these cases will be proper matter for the grievance procedure.
- C. Employees subject to lay-off may bump to any classification with an equal or lower rate of pay, provided they are qualified to perform the duties of that classification. Employees may not bump to a classification with a higher rate of pay.
- D. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of lay-off. The local Union secretary shall receive a list from the employer of the employees being laid-off on the same date the notices are issued to the employees.
- E. Seniority shall be used and accumulated within the classification except in the event of reduction of work force or lay-off; then it shall be on a school district-wide basis within classification, in accordance with the employee's last date of hire in the representation area. Low seniority employees are to be laid off first.

SECTION 2: RECALL PROCEDURES

- A. When the work force is increased after lay-off, employees will be recalled according to seniority, as defined in Section 1-E. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within fourteen (14) calendar days from

date of mailing of notice of recall, he/she shall be considered as quit. Extensions may be granted by the employer in proper cases.

- B. If the notice of recall indicates that the employee is to return to permanent employment, and he/she returns to work, he/she shall be entitled to notice in accordance with Section 1-C, before any further lay-off.
- C. If an employee is recalled to fill a temporary opening in a job classification caused by a shortage of employees resulting from vacation, leave of absence, illness or any other absence from the job, he/she shall be entitled to one (1) shift day notice of lay-off if he/she works more than five (5) consecutive working days and seven (7) days notice of lay-off if he/she works more than thirty (30) consecutive working days.
- D. If an employee is temporarily recalled because of work requirements and not because of employee absence he/she shall be entitled to a seven (7) day notice of lay-off.
- E. Employees recalled from lay-off shall receive the regular rate for the classification to which they are returned.

ARTICLE XXIX

RATES AND CLASSIFICATION

SECTION 1: NEW CLASSIFICATION

Rates for New Jobs

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

SECTION 2: PROCEDURES

- A. To insure job rights for the employees, all work within an existing classification and job description shall be performed only by regular employees assigned to those classifications. These employees shall work under the terms of the Part-Time Cafeteria Workers Agreement between the Board and the Union.
- B. The Union will be promptly notified of the position, wages and working hours of any new non-contractual employee.
- C. Job titles and wage schedules for this unit of employees shall be attached to and become part of this Agreement.
- D. The employer agrees to furnish the Union, through the President and local Union, with an up-to-date salary schedule for all employees upon request at reasonable times.

ARTICLE XXX

LEAVES OF ABSENCE

SECTION 1: REPORTING ABSENCE

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

SECTION 2: JURY DUTY

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

SECTION 3: MATERNITY LEAVE

- A. The Board of Education will grant an unpaid maternity leave of absence to any employee who is included in the bargaining unit, upon written request for such leave and proper certification from her doctor.
- B. An unpaid maternity leave of absence may be extended up to five (5) years upon the written request of the employee.

SECTION 4: UNION LEAVE

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

SECTION 5: UNPAID LEAVES

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

SECTION 6: LEAVE FOR UNION BUSINESS

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

SECTION 7: VETERANS

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

SECTION 8: VETERANS LAW

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

SECTION 9: EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

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

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

ARTICLE XXXI

GENERAL PROVISIONS

SECTION 1: BULLETIN BOARDS

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

SECTION 2: UNION USE OF SCHOOL PREMISES

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

SECTION 3: SUPPLEMENTAL AGREEMENTS

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

SECTION 4: ACT OF GOD DAYS/PAID HOLIDAYS

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

Paid holidays shall include the following:

1. Thanksgiving Day
2. The Friday after Thanksgiving
3. Good Friday
4. Memorial Day
5. The Friday before Labor Day - effective 2001*

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

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

SECTION 5: UNIFORMS

Uniforms will be provided to employees in a manner consistent with the provision of uniforms for full-time cafeteria workers.

SECTION 6: CONTRACTING/SUB-CONTRACTING

The parties recognize the responsibility of the Board to provide services in the most economical fashion and recognize that in appropriate cases, outside contractors may be employed to perform such services. However, outside contractors will not be utilized if it results in a lay-off of existing employees, except for cafeteria workers. Cafeteria workers may be replaced by a sub-contractor if the cafeteria programs expenditures continue to exceed its revenues. The Union will be entitled to budgetary information related to the cafeteria programs revenues and expenditures on an ongoing basis upon their request. The Board's representatives will meet the representatives of the Union at least forty-five (45) days before sub-contracting the cafeteria to discuss alternatives.

MICHIGAN SCHOOL READINESS PROGRAM

ARTICLE 1 - RECOGNITION

Employees Covered

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

ARTICLE II - 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, Employees, and the Union.

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

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

ARTICLE III - UNION SECURITY

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

A. Modified Union Shop

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

B. AGENCY PROVISION

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

ARTICLE IV - UNION DUES & INITIATION FEES

A. Payment by Check-Off or Direct to Union

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

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

B. Deductions

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

C. Delivery of Executed Authorization of Check-off Form

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

D. When Deductions Begin

Check-off deduction under all properly executed Authorization for Check-off of Dues Forms shall become effective at the time the application is tendered to the

Employer and shall be deducted from the first pay of the month and each month thereafter.

E. Delivery of Additional Check-off Forms

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

F. Refunds

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

G. Termination of Check-off

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

H. Disputes Concerning Check-off

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

1. **Remittance of Dues to Financial Officer** - Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union as soon as possible after the tenth day of the following month. The Employer shall furnish the designated financial officer of the Local Union, monthly, with a list of those for whom the Union has submitted

signed Authorization for Check-off of Dues Forms but for whom no deduction have been made.

2. Limit of Employer's Liability - The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Union will protect and save harmless the Employer from any and all claim, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this article.
3. Disputes Concerning Membership - Any dispute arising as to an Employee's membership in the Union will be reviewed by the designated representative of the Employer and a representative of the Local Union and if not resolved, may be decided through the grievance procedure. However, the Employee may be retained at work while the dispute is being resolved.
4. Assault Upon an Employee - Any case of assault upon an Employee shall be reported within twenty-four (24) hours to the District. For any such assault which occurs during the performance of official duties and within the scope of District policy, the District will advise the Employee of his/her rights and obligations with respect to such assault. The Employee may request to have a Union representative present and, in an emergency situation, the Union representative could submit the incident report.
5. General Provisions - Each Employee while acting within the scope of his/her official duties and District policy, will be covered by the provisions of the school district's liability insurance policy. The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other form of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

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

harassment, such behavior will be addressed in accordance with District Policy.

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

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

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

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

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

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

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

No Employee shall, on a permanent basis, be required to perform work other than work designated by their job classification.

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

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

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

ARTICLE V - REPRESENTATION

The Employer agrees to recognize a bargaining committee comprised of a representative from MSRP, and the committee will include a representative from Council 25, and the Union president or his/her designee.

The members of all Union committees recognized by the Employer for purposes of collective bargaining shall be limited to Employees who have completed a ninety (90) work day probation period with Lincoln Park Public Schools.

The names of all such committee members shall be submitted in writing to the Employer by the Union upon election or appointment to a recognized committee.

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

ARTICLE VI - HOURS OF EMPLOYMENT

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

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

No Employee shall receive benefits less than that provided during the 1997-98 school year.

- B. Lunch Period - Coffee Break - Eight (8) hour members of the bargaining unit shall be entitled to a paid duty free lunch period of thirty-five (35) minutes. A paid fifteen (15) minute break for each four (4) hour period worked will be scheduled pursuant to work place procedures. A paid fifteen (15) minute break for each four (4) hour period worked will be scheduled pursuant to work place procedures.
- C. Overtime - All overtime is approved in advance by the Employer and is paid at one and one-half time the Employees hourly rate. Overtime will be paid for all time worked over eight hours per day, forty (40) hours per week and all time worked will be scheduled.
- D. Act of God Days - The past practice of allowing "compensatory time off" for fifty-two (52) week Employees who report to and work during days that school(s) are closed due to Acts of God will no longer be effective. It is understood that forty-one (41) week Employees who are either instructed not to report and/or are sent home because of Acts of God, shall continue to receive pay so as not to suffer loss of pay and/or benefits.
- E. Hours of Employment - Summer employment is at the discretion of the Employer. The Employer shall notify Employees by written memorandum as soon as possible, providing the dates, location, and staff assignment for the summer program. Whenever state law mandates extended year programs, employees

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

The Parent Involvement Coordinator (Program Assistant) may perform some limited Title I responsibilities during summer employment.

ARTICLE VII - WORKING CONDITIONS

A. Telephone Use

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

B. Union Use of School Facilities

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

C. Union Use of Inter-School Mail Service and Fax

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

ARTICLE VIII - SENIORITY

A. Date of Seniority and Seniority Lists

Effective upon ratification seniority shall be as follows:

1. Seniority shall be defined as Employees length of service with the District since the most recent date of hire as determined by Board effective date.
2. In the circumstances of more than one (1) Employee having the same effective date of employment, tie-breakers will be by application date.
3. The Employer shall prepare a seniority list for each job classification and copies of such shall be furnished to the Union.
4. Any changes of Employee status shall be forwarded to the Union.

B. Probationary Employees

1. New Employees hired in the unit shall be considered as probationary Employees for the first ninety (90) calendar days (excluding summer) of their employment. When an Employee finishes the probationary period by accumulating ninety (90) calendar days, he/she shall be entered on the seniority list of the unit as of their effective day of employment. There shall be no seniority among probationary Employees (summer recess excluded).
2. The Union shall represent probationary Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of the Agreement, except discharged and disciplined Employees for other than Union activity.

C. Loss of Seniority

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

1. If the Employee quits.
2. If the Employee is discharged and the discharge is not reversed through the grievance process of the Agreement.
3. If the Employee is absent for five (5) consecutive working days without notifying the Employer.
4. If the Employee fails to return to work from layoff when recalled as set forth in the recall procedure provided herein.
5. If the Employee overstays a leave granted for any reason as hereinafter provided for five (5) consecutive working days without notifying the School District and/or fails to give explanation satisfactory to the School District.
6. Notwithstanding their position on the seniority list, the steward shall in the event of a layoff of any type be continued at work as long as there is a job in their area which they are qualified to perform and shall be recalled to work in the event of a layoff on the first open position in their area which they are qualified to perform.

D. Promotions/Vacancies

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

1. Promotions within the bargaining unit shall be made on the basis of seniority and qualification (with the exception of probationary Employees i.e., Employees may not bid unless they have completed their probationary period). However, in the event that there are no qualified applicants, probationary employees may be considered.
2. Employees granted lateral transfers or bids within classification shall spend at least one year in said position before they shall be granted another lateral transfer.

3. Job vacancies will be posted for a period of seven (7) calendar days, in a conspicuous place in the work site. Employees interested shall apply within the seven (7) calendar day posting period. The senior Employee applying for the promotion, who is qualified and recommended, shall be granted a trial period, not to exceed ninety (90) days.
4. An interview committee shall recommend a candidate for promotion. The committee shall be comprised of those required by federal guidelines, an Local 849 Employee whose job is closely related to the opening, MSRP administrator, and one or more parents.
5. In the event the senior applicant is denied the promotion, reasons for denial shall be given to such Employees upon written request by the individual with copies to the Union except where barred by the Employee.
6. During the trial period the Employee shall have the opportunity to revert back to his/her former classification.
7. If the Employee is unsatisfactory in the new position, the Employer shall have the opportunity to place the Employee back in their former classification during the trial period. The Employer shall submit notice and reasons of such move to the Union in writing, with a copy to the Employee. The matter may then become a proper subject for the second step of the grievance procedure.
8. During the trial period, Employee will receive the rate of the job they are performing.
9. The Employer agrees to make available to the Union a list of all applicants for promotion through job postings.

E. Transfers

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

F. Temporary Transfers

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

G. Temporary Assignments

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

1. Employees required to work in a high classification for four hours or more shall be paid at a higher rate depending upon their credentials.
2. Employees required to work in a lower classification will receive their regular rate of pay.

G. Lateral Transfers

Transfer shall be defined as the movement through the posting procedure (except where a letter of transfer is on file) from one location or department to another where a vacancy exists with no change in rate of pay, classification, and essentially the same hours.

G. Trial Period Conditions

Employees promoted to a new position or granted a voluntary transfer, shall complete a trial period of ninety (90) days in the new position. During the first ninety (90) days in the trial period, the Employee may at his/her option, return to his/her former position and location and pay rate without loss of status or seniority. If the Employer determines that his/her services in the new classification are unsatisfactory, he/she shall be transferred back to his/her former classification and location without loss of seniority. The Employer shall submit notice and reasons of such a move to the Employee and the Union in writing. Final determination is subject to the Grievance Procedure.

H. New and Additional Postings

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

I. Rates for New Jobs

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

ARTICLE IX - LAYOFFS AND RECALL

Layoff shall be defined as a reduction in the work force. A substantial reduction in the work year, work week, or work hours shall be identified as a purpose for bumping.

1. The Employer shall meet with the Union twenty-one (21) work days prior to the date of layoff is to become effective, if possible. The Local Union's president shall receive a list from the Employer of the Employees being laid off on the same day the notices are issued, if possible.
2. When it becomes necessary to reduce the working staff by means of a "layoff", probationary Employees shall be laid off first, followed by the least senior Employees in the classification being reduced. Any displaced Employee in the classification who cannot displace an Employee within said classification shall displace any less senior Employee in any classification and then least senior in bargaining unit. An Employee bumping another must be qualified for the position that they are bumping into. Employees may not bump to a classification with a higher rate of pay.
3. A laid off Employee shall be considered on layoff until he/she is reinstated by the Employer for the length of his/her seniority. Any MSRP laid off shall be given preference to any position in the main unit, if qualified to perform the duties before the Employer goes outside. Any certified teacher shall be given priority to openings in the District.
4. When the working force is increased after a layoff, Employees shall be recalled on the basis of seniority.
5. The notification of recall will be by certified letter, mailed to the last known address. Failure of the Employee to respond to the written notice within fourteen (14) calendar days shall be cause to be removed from the seniority list. Extensions may be granted by the Employer for extenuating circumstances. It is the obligation of the Employee to keep the Personnel Office apprised of his/her current address.

6. The Employer agrees not to hire new employees to a job classification where there are Employees laid off, without first offering to recall the qualified laid off Employees.

ARTICLE X - EVALUATIONS

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

1. Formal evaluation shall take place not less than once every five (5) years.
2. The evaluator shall meet with the Employee to discuss the evaluation and at the Employee's request, Union representation shall be granted.
3. If the Employee does not agree with the evaluation, he/she may write a statement to be attached to said evaluation form and placed in his/her personnel file.
4. Evaluation meetings will be held during the normal work day.
5. Any changes in the evaluation process shall be subject to the grievance procedure, except as mandated by the funding agent.

ARTICLE XI - SPECIAL CONFERENCES

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

ARTICLE XII - STEWARDS

MSRP shall be represented by one (1) steward or an alternate steward in the absence of the steward, who shall be a regular or permanent Employee and working in the area.

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

ARTICLE XIII - GRIEVANCE PROCEDURE

A. Definition

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

The Employee will first discuss the grievance with their immediate supervisor on an informal basis. A representative of the Union may accompany the Employee.

B. Written Procedure

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

Step 1: Within thirty-five (35) working days of the occurrence of the facts on which the grievance is based, the Union will file a written grievance on the accepted grievance form for the Employee with their immediate supervisor. The immediate supervisor will give a written reply seven (7) working days after the grievance is received.

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

Step 3: Within ten (10) working days after delivery of the Superintendent's decision, the grievance may be appealed to the Board of Education by the Union. The appeal shall be in writing and shall set forth specifically the act or condition on which the grievance is based. The Board of Education shall have twenty-five (25) working days to set and hold a hearing after receipt of the written grievance and request for hearing. If possible the hearing

will be scheduled for the next regular meeting or special meeting of the Board of Education. The Board of Education shall render its decision in writing, together with the supporting reasons, within five (5) working days after hearing of the appeal. It is understood that, following the decision of the Board of Education at Step 3, the Union reserves its right to utilize the services of the American Arbitration Association.

Step 4: If the Union is dissatisfied with the decision of the Board of Education, the Union may refer the matter to arbitration by delivering written notice of its filing with the American Arbitration Association to the Superintendent within forty-five (45) working days after the Union's receipt of the decision of the Board of Education. The arbitrator shall be selected from the panel of arbitrators furnished by the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the Board of Education and the Union. The arbitrator shall confine their decision to the sole question of whether or not there has been a violation of the Agreement, and, if they find a violation, the appropriate relief. The arbitrator's award shall be final and binding on the Board and the Union and any Employee involved.

C. Step Advance

If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such a grievance, in writing, to the Superintendent directly and the processing grievance shall be commenced at Step 2. The grievance must be presented within twenty (20) working days of the occurrence of the facts on which the grievance is based.

D. Time Limits

1. Failure to commence to process the grievance within the time limits set forth shall bar the grievance.
2. Failure to appeal the decision to the next step within the time limits set forth shall constitute acceptance of the last written decision and shall bar future action on the particular grievance.

3. A grievance not answered timely by the Employee will automatically advance to the next step of the grievance procedure.
4. A grievance may be withdrawn, without prejudice, and if so withdrawn, all financial liabilities shall be annulled.

E. Union Representation

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

F. Similar Grievance Issues

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

ARTICLE XIV - SICK LEAVES / LEAVES OF ABSENCE

A. Sick Leave

1. Each bargaining unit member shall be granted one (1) day per working month plus three (3) days per year as sick leave days. At the end of the probationary period, an Employee may draw on their anticipated sick leave days for the balance of the current school year. If an Employee leaves before the end of the school year, any unearned used sick leave days will be deducted from their final pay check.
2. All unused sick leave allowance days shall be placed, at the end of the fiscal year in the Employee's cumulative sick leave bank. Accumulation of these days shall be limited to forty (40) days with each day after twenty (20) in one year requiring medical documentation. **It is understood that should a part-time Employee move to a full time position, the accumulated leave days will be pro-rated to the part-time equivalent.**
3. Employees shall make every effort to call in prior to the start of their shift if they are unable to report to work. Employees who will be off more than one (1) day of for an extended period of time shall keep the office informed. If off more than five (5) days, the Employee shall provide to the office a doctor's report stating that he/she is able to resume work.
4. At retirement and for no other reason, an Employee shall receive a separate one time payment for accumulated sick days as follows: An Employee shall receive the cash equivalent of fifty percent (50%) of one day's pay for each accumulated sick day.

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

C. Paid Leaves

1. Funeral Leave - Absences for which pay will not be deducted and not charged to the sick leave bank: Death in immediate family which is described as mother, father, mother-in-law, father-in-law, wife, husband, brother-in-law, sister-in-law, sister, brother, grandparent or child. Funeral leave for death of a relative not listed above or a member of the household shall be at the discretion of the Superintendent or his/her designee. Length of funeral leave will be at the discretion of the Superintendent or his/her designee, but is not to exceed five (5) days.
2. Jury Duty - The Employer shall pay any Employee who is called for jury duty the difference between the amount received for jury duty and the regular amount paid the Employee, if either the Employee or the Superintendent is unable to get the Employee excused from this duty.
3. Union Leave - The President of the Local Union shall be released from regular duties without loss of compensation, upon request for a period of eight (8) days per school year, for Union business, not to be deducted from sick leave allowance nor accumulated from year to year. Not more than five (5) consecutive days may be used at one time.

D. Unpaid Leaves

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

1. Extended Sick Leave - Any Employee whose personal illness extends beyond the period compensated by accumulated sick leave days shall be granted leave of absence without pay for such time as is necessary for complete recovery from such illness, not to exceed five (5) years. Employees returning from extended sick leave before the end of one (1) year shall be assigned to the same regular position in their classification. Employees who have been on an extended sick leave beyond one (1) year, but not more than five (5) years, shall notify the Board of Education thirty (30) days in advance of returning from leave. Upon returning from

leave an Employee shall be assigned to the same position or a substantially equivalent position, if available, or will replace the junior Employee with the least seniority in their unit.

2. Leave for Union Business - Members of the Union elected to Union positions or selected by the Union to do work which takes them from their employment with the Employer, shall at the written request of the Union, receive temporary unpaid leave of absence for periods not to exceed two (2) years, or the term of office, whichever may be shorter and upon their return, shall be re-employed at work to the same classification left, with accumulated seniority. The Board agrees to recommend to the Public Employees Retirement System that the time spent on leave of absence pursuant to this section be granted as service credit for retirement purposes.
3. Family Leave - The Board of Education will grant an unpaid family leave of absence to any Employee who is included in the bargaining unit, upon written request for such leave and proper certification from his/her doctor. An unpaid family leave of absence may be extended up to five (5) years upon the written request of the Employees, but after one (1) year's leave, Extended Sick Leave shall apply. Any Employee who is included in the bargaining unit may use the sick leave provisions of this Agreement. Such leave related to pregnancy shall be treated as a disability.
4. Veterans - Reinstatement of Seniority Employees - any Employee who enters into active service in the armed forces of the United States, upon the termination of such service shall be offered re-employment in their previous position (without loss of seniority (freeze in seniority) or a position of like seniority, status, and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event they will be offered such employment in line with their seniority as may be available and which they are capable of doing, at the current rate of pay for such work, provided they report for work within ninety (90) calendar days of the date of such discharge. A probationary Employee who enters the armed forces and meets the foregoing requirements must complete their probationary period and upon completing it, will have seniority equal to the time they spent in the armed forces, plus six (6) months.

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

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

ARTICLE XV - HEALTH INSURANCE COVERAGE

- A. All full-time Employees (defined as thirty-five (35) or more regular hours per week) will be provided family coverage with a two-dollar (\$2.00) co-pay for prescriptions. The plan will be the equivalent to the HMO benefit given to other District Employees. Coverage will be effective within 30 days upon notification by both parties.
- B. Full time employees who have health insurance protection through their spouse's employer, at the employee's option, may apply the amount equivalent to the single subscriber cost for any Board provided insurance premium for the coverage of other insurance and protection plans which are available through the Employer on a district wide basis.
- C. Part-time Employees may purchase insurance coverage through the Employer at the Employers cost. Single coverage Employees may purchase additional coverage under the same provision. Provider open enrollment period may apply.

ARTICLE XVI- HOLIDAYS

A. Full Time Employees

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

2. Other paid holidays shall be allowed as follows:

Thanksgiving (2 days)

Good Friday (1 day)

Memorial Day (1 day)

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

Labor Day (1 day)

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

B. Employees Working Less Than 35 Hours

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

2. Other paid holidays shall be allowed as follows:

Thanksgiving (2 days)

Good Friday (1 day)

Memorial Day (1 day)

Labor Day (1 day)

3. Each Employee shall be paid for each of the holidays listed above at his/her regular rate of normal hours worked, provided that he/she shall have been present and shall have performed his/her duties during the whole of his/her proper shift, both the working days immediately preceding and immediately following the holiday. If the Employee has not been so present, he/she shall receive no pay for said holiday unless acceptable proof of absence is presented to the Superintendent.

4. Should said holidays fall on a Saturday, the previous Friday shall be deemed to be the "day off" provided, however, that school classes are not in session on that Friday. In a like manner, when said holiday falls on Sunday, the next succeeding Monday shall be the "day off" provided that school classes are not in session on that Monday. If the above mentioned "day off" is not available because of classes being in session, the Employer shall designate at least ten (10) working days in advance what day shall be recognized as the "day off".

5. All forty-one (41) week Employees shall be allowed vacation time during the school year when teachers and children are not in attendance, except that the regular Easter vacation period shall be considered time off without pay.

ARTICLE XVII - MISCELLANEOUS

A. Financial Information

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

B. Miscellaneous Compensation- Personal Expenses

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

C. Millage Allowance Reimbursement

1. Each Employee will be reimbursed by the Employer for job-related travel on behalf of the Employer. Job-related travel for reimbursement must have prior approval of the building administrator/immediate supervisor. Reimbursement will be computed at thirty one cents (.31) a mile.

D. Tuition Reimbursement

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

E. Retirement

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

ARTICLE XVIII - GENERAL PROVISIONS

Supplemental Agreements

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

ARTICLE XIX - RIGHTS AND RESPONSIBILITIES

A. Employee Rights and Responsibilities - Union Employees agree to uphold this Contract. Each Employee accepts responsibility to strive for excellence in their work and to take advantage of opportunities for continually improving their skills and their relationship with their fellow workers and superiors.

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

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

B. Board Rights and Responsibilities -

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

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

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

2. The Board has the responsibility to evaluate the work of its Employees and to inform the Employee of its view of their work. Disagreements concerning an Employee's evaluation shall be subject to the grievance procedure.

ARTICLE XX - TERMINATION AND MODIFICATION OF AGREEMENT

This Agreement shall continue in full force through August 31, 2004.

All programs and features depend upon continued funding from the State. Should funding be reduced, all economics are reopened.

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

If either party desires to modify or change this Agreement, it shall sixty (60) days prior to the termination date or any subsequent termination date, give written notice of its intent to amend this Agreement. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to 23855 Northwestern Highway, Southfield, Michigan 48075, and if to the Employer, to 1545 Southfield Road, Lincoln Park, Michigan 48146 or to any such address as the Union or the Employer may make available to each other.

ARTICLE XXI - RATES AND CLASSIFICATIONS

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

ARTICLE XXII - JOB DESCRIPTIONS

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

Hourly rates

Maintenance Classification- Skilled Utility Group

	2000-2001	2001-2002	2002-2003	2003-2004
Lead Utility	19.75	20.14	20.75	21.37
Head Utility Inside	19.26	19.65	20.24	20.84
Head Utility Outside	19.26	19.65	20.24	20.84
Head Utility Painter	19.26	19.65	20.24	20.84
Auditorium Technician	17.39	17.74	18.27	18.82
Ass't Utility Outside	17.24	17.58	18.11	18.66
Ass't Utility Painter	17.24	17.58	18.11	18.66

Maintenance Classification- Engineer Group

	2000-2001	2001-2002	2002-2003	2003-2004
Elem Engineer I*	17.58	17.93	18.47	19.02
Elem Engineer II	17.41	17.76	18.29	18.84
Middle School	18.63	19.00	19.57	20.16
High School	19.11	19.49	20.08	20.68

*Hoover, Keppen, Lafayette

Maintenance Classification- Assistant Engineer Group

	2000-2001	2001-2002	2002-2003	2003-2004
Elementary	16.29	16.62	17.11	17.63
Lease Building	17.18	17.52	18.05	18.59
Middle School	17.24	17.58	18.11	18.66
High School	17.24	17.58	18.11	18.66

Maintenance Classification- Custodian Group

Step	2000-2001	2001-2002	2002-2003	2003-2004
1	10.18	10.38	10.70	11.02
2	10.50	10.71	11.03	11.36
3	10.72	10.93	11.26	11.60
4	14.02	14.30	14.73	15.17
5	15.28	15.59	16.05	16.54
6	15.67	15.98	16.46	16.96

Note: All employees hired prior to March 14, 1995 will receive five percent (5 %) more at the top step.

Secretarial Classification- Business Office Group

	2000-2001	2001-2002	2002-2003	2003-2004
Senior Bookkeeper	19.26	19.65	20.24	20.84
1 yr. Training wage	18.26	18.63	19.18	19.76
Senior Payroll	19.26	19.65	20.24	20.84
1 yr. Training wage	18.26	18.63	19.18	19.76
Junior Bookkeeper	17.24	17.58	18.11	18.66
1 yr. Training wage	16.24	16.56	17.06	17.57
Junior Payroll	17.24	17.58	18.11	18.66
1 yr. Training wage	16.24	16.56	17.06	17.57
Secretary to Deputy Sup't	15.22	15.52	15.99	16.47
Secretary to Ass't Sup't	15.22	15.52	15.99	16.47
Warehouse Clerk	17.94	18.30	18.85	19.41

Switchboard

Child Accounting

Sub Caller

Secretary to B&G

Step 1	9.83	10.03	10.33	10.64
Step 2	9.96	10.16	10.46	10.78
Step 3	10.07	10.27	10.58	10.90
Step 4	10.11	10.31	10.62	10.94
Step 5	10.69	10.90	11.23	11.57
Step 6	14.69	14.89	15.43	15.90
Step 7	14.98	15.28	15.74	16.21
Step 8	15.22	15.52	15.99	16.47

Secretarial Classification- 52 Week & School Year Group

	2000-2001	2001-2002	2002-2003	2003-2004
Step 1	9.83	10.03	10.33	10.64
Step 2	9.96	10.16	10.46	10.78
Step 3	10.07	10.27	10.58	10.90
Step 4	10.11	10.31	10.62	10.94
Step 5	10.69	10.90	11.23	11.57
Step 6	14.69	14.98	15.43	15.90
Step 7	14.98	15.28	15.74	16.21
Step 8	15.22	15.52	15.99	16.47

Note: All employees hired prior to March 14, 1995 will receive five percent (5 %) more at the top step.

Cafeteria Classification- Full Time

	2000-2001	2001-2002	2002-2003	2003-2004
Head Cook	13.65	13.92	14.34	14.77
Ass't Cook	11.57	11.80	12.16	12.52
Utility Driver	11.57	11.80	12.16	12.52
Head Cashier	8.55	8.72	8.98	9.25
Secretary to Director				
Step 1	9.83	10.03	10.33	10.64
Step 2	9.96	10.16	10.46	10.78
Step 3	10.07	10.27	10.58	10.90
Step 4	10.11	10.31	10.62	10.94
Step 5	10.69	10.90	11.23	11.57
Step 6	14.69	14.89	15.43	15.90
Step 7	14.98	15.28	15.74	16.21
Step 8	15.22	15.52	15.99	16.47

Part Time Cafeteria Classification

	2000-2001	2001-2002	2002-2003	2003-2004
Food Handler				
Step 1	8.12	8.28	8.53	8.79
Step 2	8.31	8.48	8.73	8.99
Cashier/PT Kitchen Helper				
Step 1	7.02	7.16	7.38	7.60
Step 2	7.26	7.41	7.63	7.86

**Paraprofessional Classification- SXII/Al Group and
Paraprofessional Classification- Clerk /Parapro Group**

Step	2000-2001	2001-2002	2002-2003	2003-2004
1	8.48	8.65	8.91	9.18
2	8.61	8.78	9.05	9.32
3	8.73	8.90	9.17	9.45
4	9.51	9.70	9.99	10.29
5	10.17	10.37	10.69	11.01
6	13.20	13.46	13.87	14.28
7	13.42	13.69	14.10	14.52
8	13.57	13.84	14.26	14.69
9	13.77	14.05	14.47	14.90
10	14.35	14.64	15.08	15.53

Note: All employees hired prior to March 14, 1995 will receive five percent (5 %) more at the top step.

MDE Classification

	2000-2001	2001-2002	2002-2003	2003-2004
Certified Teacher	18.10	18.46	19.02	19.59
Probationary	16.98	17.32	17.84	18.38
Associate Teacher	9.40	9.59	9.88	10.17
Probationary	8.50	8.67	8.93	9.20
Program Assistant/Parent Coordinator				
Step 1	9.83	10.03	10.33	10.64
Step 2	9.96	10.16	10.46	10.78
Step 3	10.07	10.27	10.58	10.90
Step 4	10.11	10.31	10.62	10.94
Step 5	10.69	10.90	11.23	11.57
Step 6	14.69	14.98	15.43	15.90
Step 7	14.98	15.28	15.74	16.21
Step 8	15.22	15.52	15.99	16.47

Note: All employees hired prior to March 14, 1995 will receive five percent (5 %) more at the top step.

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

AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES
AFFILIATED WITH AFL-CIO

BOARD OF EDUCATION
SCHOOL DISTRICT OF THE
CITY OF LINCOLN PARK

Le Roy Carter 7/2/01
Council No. 25 Representative

Charles N. Kaminski 7/10/01
President

Paul W. ... 7/2/01
Local Union President

Robert A. O'Brien 7/10/01
Secretary

In Presence Of:

Randy Higgins 7/2/01

In Presence Of:

Randall H. Kite