

# **AGREEMENT**

**between**

**LANSING SCHOOL DISTRICT**

**and**

**FOOD, CUSTODIAL, MAINTENANCE AND DISTRIBUTION  
SERVICES UNIT**

**of Local Union # 1390**

**affiliated with Council 25**

**of the**

**American Federation of State, County**

**and Municipal Employees, AFL-CIO**

**2005-2008**

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## **AGREEMENT**

This Agreement entered into between the Lansing School District, a Michigan municipal corporation (hereinafter referred to as the "Employer"), and the Lansing School District Food/Custodial/ Maintenance/Distribution Services Employees, Chapter of Local #1390 affiliated with Michigan Council #25 of the American Federation of State, County and Municipal Employees AFL-CIO (hereinafter referred to as the "Union").

NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

### **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment. It is the philosophy of the Employer and the Union that this Agreement will promote amiable and orderly labor relations for the benefit of the Community, the Employer, the Employees, and the Union.

The parties recognize that an effective educational system is indispensable to the preservation of our free society and agree that within the scope of their power they will work to the end that the people of the Lansing School District will have the best educational system in the State of Michigan.

The Board and the Union recognize the significance and priority of increased racial and ethnic integration to approximate the racial and ethnic composition of the student population served by the Lansing School District. The Board and the Union shall promote an aggressive effort to recruit members of minority groups for employment in the schools.

#### **1. RECOGNITION**

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

All Food, Custodial, Maintenance and Distribution Services employees, excluding directors, supervisors and assistant supervisors, the Environmental Center and Beekman Center working managers, substitutes, as well as any other certificated and non-certificated personnel employed by the Board.

**2. RIGHTS OF EMPLOYER**

The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration but not limitation, the determinations of policies, operations, assignments, schedules, discipline, and layoff, for the orderly and efficient operation of the School District.

**3. SUPERVISORY PERSONNEL**

It is the policy of the Employer that supervisory employees (excluding the Environmental Center manager) shall not perform work in any job classification of this bargaining unit; however, in emergency situations (unusual circumstances over which the Employer has no control) supervisory employees may be required to perform work within specific job classifications. Additionally, the testing of materials, instruction or training of employees and the diagnosis of problems will involve supervisory employees.

**4. AID TO OTHER UNIONS**

The Employer will not aid, promote, or finance any labor group or organization that purports to engage in collective bargaining for the Lansing School District Food, Custodial, Maintenance, Distribution Services Employees or make any agreement with any such group.

**5. UNION SECURITY - Requirements of Union Membership**

- A. Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at that time, shall be required as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union, or pay to the Union each month a service charge in an amount not to exceed the regular monthly dues for the duration of this Agreement, on or before the thirtieth (30th) day following each effective date. The Union shall provide information to all service fee payers regarding a legally sufficient means of inquiring into and/or challenging use of service fees.
- C. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement, and covered by this Agreement, shall be required as a condition of continued employment, to become members of the Union, or pay to the Union each month a service charge in an amount not to exceed the regular monthly dues for the duration of the

Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit.

- D. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than thirty (30) days in arrears in payment of membership dues. Employees shall be deemed to have complied with the requirements of this article if they are not more than thirty (30) days in arrears in payment of the service charge.
- E. Employees who fail to comply with the requirement of this Article will be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.
- F. The parties recognize that a union wishing to collect agency shop service fees must adopt constitutionally adequate procedures. The Union agrees, upon request from the District, to provide the District with a copy of the Union's current procedures regarding objections to political/ideological expenditures together with a copy of the materials distributed by the Union to bargaining unit members who choose not to join the Union or object to the representation service fees. The parties agree to meet, discuss and exchange information regarding the Union's collection and objection procedures upon the request of either party.

The Union will certify annually to the District the amount of said service fees to be deducted and certify that said fees include those amounts permitted by the contract and by law.

- G. Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liabilities arising out of the Employer's compliance with this Article of the Agreement.

## **6. UNION DUES**

- A. **Payment by Check-off.**  
Employees shall authorize deduction of monthly membership dues by signing the Authorization for Check-off Dues form.
- B. **Check-off Form.**  
During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-off of dues hereinafter set forth, the Employer agrees to deduct only Union membership dues from the pay of each employee who executes or who has executed the following Authorization for Check-off of Dues form and filed the same with the Employer. The Employer shall be entitled to rely solely on the written notice of the Financial Officer of Michigan Council #25, AFSCME AFL-CIO and countersigned by the Chairperson of the Lansing School Employees Unit, as

to the amount to be deducted from the employee's wages and the employees from whom such deductions are to be made, provided that authorization shall be given to the Payroll Department at least three weeks prior to the payday of which deductions are to be made and provided deductions for check-off of union dues shall not supersede any legally required deductions or deductions authorized prior to February 11, 1966, and the Employer shall not be required to make any check-off for union dues if the employee's pay is not sufficient to cover the dues in any pay period.

C. P.E.O.P.L.E. Check-off.

The Employer agrees to deduct from the wages of any Employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each Employee from whose pay such deduction is made and the amount deducted. The Union will provide all necessary forms and make all contacts with the Employees to notify them of this optional deduction and will assume responsibility for compliance with applicable state and federal laws regarding notification and authorization of deductions.

D. When Deductions Begin.

Check-off of deductions under all properly executed Authorization for Check-off of Dues shall become effective at the time the authorization is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

E. Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated Financial Officer of Michigan Council #25, with a list of employees from whom dues have been deducted between the 15th and 30th day of the current month.

Check-off Form described:

To: \_\_\_\_\_  
EMPLOYER

I hereby request and authorize you to deduct from my earnings one of the following:

- An amount established by the Union as monthly dues, or
- An amount not to exceed the regular monthly dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council #25, AFSCME, AFL-CIO in behalf of Local 1390.

By: (Please Print)

_____		
FIRST NAME	MI	LAST NAME
_____		
STREET NUMBER, NAME AND DIRECTION		CITY
_____		
ZIP CODE	AREA CODE	TELEPHONE NUMBER
_____		
SIGNATURE		DATE

- F. Termination of Check-off.  
An employee shall cease to be subject to Check-off dues for this unit beginning with the month immediately following the month in which the employee 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.
- G. Disputes Concerning Union Membership.  
Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representatives of the Employer, the employee, and a representative of the Local Union, and if not resolved may be decided at the final step of the grievance procedure.

**7. UNION BARGAINING COMMITTEE**

- A. 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 determining proper representation. Toward this aim the bargaining committee of the Union shall consist of seven (7) members who are full-time employees of the unit. The Unit Chairperson shall furnish to the Director of Human Resources the names of seven (7) committee members and seven (7) alternates who are to represent the unit in bargaining sessions at least one month prior to commencement of negotiations.
- B. A regularly scheduled monthly meeting (not to exceed three hours) will be held between two officers of the Union and three members of the Administration to discuss mutual problems outside of the Agreement. An agenda will be mutually determined in advance. Meetings will be held during normal working hours. Additional representatives may be present by mutual agreement.

**8. STEWARDS AND ALTERNATE STEWARDS**

Employees in the bargaining unit will be represented by twenty-eight (28) Stewards, one in each of the work locations listed below.

A. Cafeteria

1. Everett High School - North
2. Sexton High School
3. Eastern High School
4. Pattengill Middle School
5. Otto Middle School
6. Rich Middle School
7. Beekman Center
8. Gardner Middle School
9. Environmental Education Center

B. Custodial

1. The elementary schools will have one (1) Steward for each zone. There will be two zones within the school district. The north and south line will be Mt. Hope Avenue through the entire school district.
2. All secondary schools, Beekman Center, and the Education Administration Center, Bus Garage and paint crew, regardless of zones will have one (1) Steward each.
3. The Service Building will have two (2) Stewards, one for Distribution Services and one for the Maintenance Department.

C. Alternate Stewards shall be appointed by the Unit Chairperson to act in the absence of any Steward.

There will be a Chief and two (2) Assistant Chief Stewards empowered to represent any employee within the unit upon request.

D. It is agreed that the Employer will permit a combined total of not to exceed four hundred eighty (480) hours per contract year (but not to exceed sixty (60) hours per month) release time with pay for the service of all stewards and Unit officials for the purpose of administering and enforcing this Agreement. Release time not used by the end of the contract year shall not be carried over to the next year. Union representatives shall properly complete any reasonable, mutually-approved form to monitor monthly use of release time.

E. Before performing any duties under this Agreement, the Steward or any unit official will notify the appropriate supervisor or departmental office. Notification shall include the nature of the business being transacted and the location. The Steward or unit official will again notify the appropriate supervisor or departmental office when they resume their regular job duties.

Stewards and unit officials will record release time and forward this information to the departmental office with their regular biweekly payroll records. In proper cases release time may be denied.

Union officials investigating grievances or performing other appropriate Union business shall not take another employee away from his/her regular assignment without the permission of that employee's supervisor. This shall not preclude Union officials from speaking with employees on their breaks, during lunch, or accompanying the employee while he/she continues to perform regular work duties.

- F. The names of officers and stewards of the Union shall be furnished in writing to the chief administrator for personnel matters or designee, Directors of Custodial Services, Maintenance and Food Services at the completion of each election. No such representative shall act on behalf of the Union until the chief administrator for personnel matters or designee has been advised of such designation in writing by the Union. Any changes in such representative shall be reported immediately in writing to the chief administrator for personnel matters/ designee.

## **9. SENIORITY**

- A. New employees hired in the unit shall be considered as probationary employees for the first one hundred thirty (130) work days of their employment. When an employee finishes the probationary period by accumulating one hundred thirty (130) work days of employment, the employee shall be entered on the seniority list of the unit. An employee's probationary period may be extended by mutual agreement, but not to exceed forty (40) additional work days. All new employees hired into the unit shall have included in their probationary period at least thirty (30) work days while school is in session and when necessary, their probationary period shall be extended to include such days. Regular days paid shall equal days worked for the purpose of computing probation days.
- 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 probationary employees who are discharged or disciplined for other than Union activity.
- C. The seniority shall be on a unit-wide basis and in accordance with the employee's last date of hire.

Effective January 1, 1991, seniority shall no longer be prorated based upon regular hours of assignment or number of days of work per year, so long as continuously employed as a bargaining unit member.

- D. Regardless of their position on the seniority list, Bargaining Committee members shall head the seniority list in the event of layoff only, provided they can perform the work available. The list shall be headed by the Unit Chairperson, then Vice-Chairperson, Committee Member and Chief Steward.
- E. Stewards then shall head the list below the Committee Members only for the purpose of layoff and shall not be laid off as long as they can perform the work available within their area. If laid off, they would be recalled on the basis of seniority as Stewards.

## **10. SENIORITY LISTS**

- A. Seniority shall not be affected by the race, sex, handicap, marital status, or dependents of the employee.
- B. The seniority list will show the names, job titles, date of hire, and adjusted seniority date (if applicable) of all employees within the unit entitled to seniority.
- C. The Employer shall keep a record of seniority at all times and will provide the employees with up-to-date copies annually in January by posting such information in all schools or places of employment in such a manner that all employees may see their seniority standing. Challenges to adjusted seniority dates must be made within thirty (30) days of the list being posted in the affected employee's work location.
- D. Employees with the same bargaining unit seniority date will have seniority determined by lottery.

## **11. LOSS OF SENIORITY**

An employee shall lose seniority for the following reasons only:

- A. The employee quits or retires.
- B. The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- C. The employee is absent for five (5) consecutive days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer shall send written notification to the employee at last know address that the employee has lost seniority, and employment has been terminated.

- D. The employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- E. The employee obtains a leave of absence under false pretenses.
- F. The employee does not return from leave of absence (shall be treated the same as (C) above).
- G. The employee is laid off for two (2) years or length of seniority in the district, whichever is shorter.
- H. The employee transfers to a position outside the bargaining unit and does not return to a position within the unit within six months; however, an employee that returns to the bargaining unit after six months or more may recapture the seniority he/she earned when formerly employed in the unit. (See Article 15.)

## **12. LAYOFF DEFINED**

- A. The word layoff means a reduction in the work force.
- B.
  - 1. The Union will be given not less than thirty-six (36) hours notice of intent to lay off and will be given the opportunity to immediately discuss the circumstances and possible alternatives to layoff with the employer.
  - 2. An employee shall be given at least fifteen days notice of layoff. Employees, subsequently displaced, if any, shall be notified of such displacement as soon as practicable but not less than one working day after the more senior employee has exercised the right to displace.
- C. In any reduction of the staff, an employee will be provided the opportunity to use bargaining unit seniority as follows:
  - 1. As a general philosophy, the parties agree that a displaced employee shall have the right: First, to displace the least senior person holding a position in the same classification on the same shift with equal hours, provided
    - a. the employee possesses the necessary qualifications, and
    - b. the employee displaced is junior in bargaining unit seniority.
  - 2. For displaced maintenance and custodial employees, the following additional steps shall be pursued in the order presented:

- a. Second, to displace either the least senior person holding a position in the same classification on another shift with equal hours or the least senior person holding a position in any classification on the same shift with equal hours, provided
    - (1) the employee possesses the necessary qualifications, and
    - (2) the employee displaced is junior in bargaining unit seniority.
  - b. Third, if not qualified for the positions specified above, to displace the least senior person holding a position in the next lower classification on another shift with equal hours, provided
    - (1) the employee possesses the necessary qualifications
    - (2) the employee displaced is junior in bargaining unit seniority.
  - c. If not qualified for the position identified pursuant to b., above, the employee may use seniority and qualifications to displace the least senior employee at each succeeding lower classification until an appropriate assignment may be made.
3. If an employee is eligible to displace an employee in a Custodial (D and B only) or Distribution Services (S) position, s/he shall have the following additional rights upon layoff:
- a. The total number of persons eligible to displace employees in the subject classification shall be determined. That number, plus four (4) additional positions (if available) held by the least senior employees with equal hours in the subject classification will be determined and placed into a "bumping pool."
  - b. The most senior displaced employee will be offered the first opportunity to select a position in the "bumping pool," in lieu of accepting layoff.
  - c. Similarly, each of the remaining displaced employees will be allowed to select a position in the "bumping pool," in seniority order.
  - d. In all cases, the displaced employee exercising bumping rights must possess the necessary qualifications for the selected

position and must be more senior than the employee s/he is bumping.

4. At such time as it is necessary to displace the least senior D custodian(s) in eight hour positions, that (those) employee(s) may choose one of the following options:
  - a. Accept the layoff;
  - b. Choose from the short hour D custodial positions held by the four (4) least senior D custodians (The pool will be increased if more than one eight hour D custodian is to be impacted, by adding an additional position for each additional eight hour custodian); or
  - c. Choose from the Food Service positions held by the four (4) least senior Food Service employees (This pool can be similarly increased if more than one eight hour custodian faces layoff).
  - d. In all cases the displaced employee exercising bumping rights must possess the necessary qualifications for the selected position and must be more senior than the employee s/he is bumping.
  
5. For displaced Food Service employees, the following additional steps shall be pursued in the order presented:
  - a. Second, to displace the least senior person in the next lower classification with equal hours, provided
    - (1) the employee possesses the necessary qualifications, and
    - (2) the employee displaced is junior in bargaining unit seniority.
  
  - b. Third, to displace the least senior person in the next lower classification with up to one less hour per day, which maintains benefits if applicable, provided
    - (1) the employee possesses the necessary qualifications, and
    - (2) the employee displaced is junior in bargaining unit seniority.

- c. Fourth, to displace the least senior person in a position which maintains full benefits, if applicable, provided
  - (1) the employee possesses the necessary qualifications, and
  - (2) the employee displaced is junior in bargaining unit seniority.
  
- d. Fifth, an employee with benefits may displace an employee in a position which does not maintain full benefits, as follows:
  - (1) The total number of persons eligible to displace employees in the subject class shall be determined. That number plus four (4) additional positions (if available) held by the least senior employees in the subject classification will be determined and placed into a "bumping pool."
  - (2) The most senior displaced employee will be offered the first opportunity to select a position in the "bumping pool," in lieu of accepting layoff.
  - (3) Similarly, each of the remaining displaced employees will be allowed to select a position in the "bumping pool," in seniority order.
  - (4) In all cases, the displaced employee exercising bumping rights must possess the necessary qualifications for the selected position and must be more senior than the employee s/he is bumping.

Any employee who is displaced may use bargaining unit seniority in the same manner.

The use of bargaining unit seniority to displace another employee must be exercised within three days following notification of layoff or displacement, whichever is applicable, or the right is forfeited.

- D. Employees on layoff shall retain their seniority for a period of two years or length of seniority in the bargaining unit, whichever is shorter. Those employees having the greatest seniority and who meet the minimum qualifications shall be recalled first.

- E. In the event contracting out work will result in a layoff, the notice of intent to layoff provided to the Union in Section B.1., above, shall be increased to sixty (60) days before the effective date of the layoff, and the notice of layoff provided to affected employees in Section B.2., above, shall be at least thirty (30) days prior to the effective date of the layoff. In the event that Public Act 112 of 1994 is amended or repealed during the term of the agreement, the parties will reopen negotiations to consider the issue of impact of future subcontracting.
- F. Employees on layoff shall not be entitled to receive wages or fringe benefits for the duration of such layoff, except as otherwise provided for in this Agreement.

### **13. RECALL PROCEDURE**

- A. The employee who has been displaced from his/her classification or hours as a result of the layoff procedure shall be allowed to, in seniority order, exercise preference to return to his/her classification and hours for up to twelve (12) months through recall and two (2) years through bidding on vacant positions, following layoff. In proper cases, exceptions may be made. Disposition of these cases will be a proper matter for a special conference. If not resolved, it shall then be submitted to the third step of the grievance procedure.
- B. When the working force is increased after a layoff, employees shall be recalled according to classification (from which displaced), hours, seniority and qualification. Notice of recall shall be sent to employees at their last known address by registered or certified mail. Employees displaced from a classification will be recalled to that classification in seniority order. In the event that two or more positions within a classification are available at the same time, recalled employees may choose from the available positions in seniority order (if qualified).

If the employee declines the position to which s/he is recalled, no further offers of recall will be made. If no employee from the subject classification accepts recall to a position within the classification, the position will be posted. Employees that accept recall to their prior classifications are eligible to seek transfer or promotion without a waiting period.

Employees exercising seniority rights to transfer or achieve a promotion prior to a recall shall not be eligible for recall.

- C. When recalled to the same classification, the employee shall return to the same salary step as that held at the time of layoff.

- D. If employees fail to report for work within five (5) working days from date of mailing of notice of recall, they may be considered as having quit voluntarily, thus terminating their employment. Exceptions may be made only by agreement between the Employer and the Union.
- E. Employees shall be held responsible for keeping the Employer notified of their current mailing address by written form to the Human Resources Department.

#### **14. JOB VACANCIES AND NEWLY CREATED PERMANENT POSITIONS**

- A. All job vacancies will be posted. Job vacancies will be posted for a period of six (6) working days setting forth the minimum requirements for such vacancies, in a conspicuous place in each building. All interested employees must apply in writing within this six (6) working day period.
- B. The employee with the most seniority who meets at least the minimum standards of requirements shall be given adequate instructions and granted up to a four (4) week trial period (Food, Custodial and Distribution Services) or an eight (8) week trial period (Maintenance Services, including Grounds) to determine:
  - 1. the desire to remain on the job;
  - 2. the ability to perform the job.

The four (4) week trial period specified for Head Custodians, Assistant Head Custodians, Day Elementary Custodians, and Food Service Workers shall be during the time that school is in session.

For those employees transferring from the Food Service department to another department, the trial period shall be extended to twelve (12) weeks, eight (8) weeks of which must be served at a time when school is in session.

- C. Employees who exceed eighteen (18) undocumented absences and/or are on the medical verification program during the two (2) years immediately preceding the date of the posting may be denied a promotional opportunity. Should the senior employee be denied the position, reasons for this denial shall be given in writing to said employee. If said employee disagrees with the reasons for such denial, it may become a proper subject for the grievance procedure.
- D. During the trial period, an employee shall have the opportunity to revert back to his/her former job classification on the same shift. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in

writing to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

- E. During the trial period, employees will receive the rate of pay of the job they are performing.
- F. To facilitate the opening of school with a full kitchen staff, the six (6) day provision in Item A shall not apply for the school year organizational meeting held immediately following the closing of school. All job vacancies for the opening of the school year will be posted at this meeting. Bidding will proceed until each position has been filled or there are no bids for a specific job.
- G. All job vacancies will be posted within thirty (30) working days, and filled within thirty (30) working days from when the posting ends.  
  
There will be additional posting each ninety (90) working days if the job remains vacant.
- H. It is imperative that employees that seek and accept transfers and promotions assume certain responsibilities.
  - 1. They should be sure in their own mind that they want and can perform adequately the position they request.
  - 2. They should remain on the job and make every effort to do the job effectively for the full trial period, unless mutually agreed otherwise. Adequate instruction will be provided.
- I. Whenever employees are transferred or promoted from one position to another, by their choice, and the transfer or promotion continues beyond the trial period, employees shall relinquish the right to other transfers or promotions for a period of twelve (12) months, unless mutually agreed upon by the Employer and the Union. Newly created positions shall not apply. An employee will not be prohibited from bidding on an open position which would provide for an increase in work hours or position in a higher rate of pay.
- J. When an employee is promoted, said employee shall be placed on the new salary schedule at the next higher rate of pay provided this step reflects at least a ten cent increase per hour over his/her previous rate of pay. When an employee is demoted, said employee shall be placed on the new salary schedule at the same step of pay in the new position.

If the District determines that the employee selected for a vacancy has prior work experience performing substantially the same job, that such experience

is recent enough to provide a significant benefit to the District, and that the employee would otherwise be eligible for a wage step lower than the two year level, the District may credit the employee with up to the first two (2) years of prior experience on the wage schedule.

- K. Job vacancies or newly-created permanent positions may be filled on a temporary basis without prejudice to seniority employees who may bid on the job.
- L. When an employee is placed temporarily in such a position, such employee and the Union shall be notified in writing as to this effect concerning both the position and the employee.
- M. Additional tests will be developed to better evaluate possession of minimum qualifications. The content of tests will be determined by consensus of the parties.
- N. Positions of employees who are on medical leave of absence will be reposted after a period of one (1) year.
- O. Employees filling job vacancies and newly created positions in the Food Service department must work in the department for an minimum of two (2) years before becoming eligible for transfers out of the Food Service department.

## **15. TRANSFERS OUTSIDE THE UNIT**

If an employee is transferred to a position under the Employer not included in the bargaining unit and within six (6) months thereafter is transferred to an open position within the bargaining unit, the seniority shall be considered to have been retained and accumulated while working in the position to which the employee is transferred for the purpose of all seniority rights and benefits provided for in this agreement. Provided, however, if an employee is transferred back into the bargaining unit as above defined after six (6) months, the employee shall retain seniority as of the date of transfer to the position outside of the bargaining unit, but shall not accumulate any seniority for the time working in the position outside of the bargaining unit, except for the purpose of any fringe benefits provided for in this Agreement.

## **16. DISCIPLINE**

- A. Reprimands  
In case of a reprimand which could be construed as detrimental to an employee's future promotion, transfer, present or future employment, the reprimanded employee shall be notified in writing setting forth the specific reasons. After a period of two years from the date of occurrence, if there

have been no recurrences of conduct similar to that which caused the reprimand, then this reprimand shall not affect the employee in matters of promotion, transfer, or job status. During the two-year period following said disciplinary action, the Employer has sole discretion to determine whether such disciplinary action should impact the employee's right to be considered for a promotion or transfer. If the Employer determines that an employee's discipline record in the two previous years disqualifies a candidate from consideration for a promotional position, the employee and the Union will be so notified and offered an opportunity to influence the Employer's determination prior to the final selection decision being made. Should the disciplined employee or the Steward consider the reprimand to be improper, a complaint shall be presented in writing through the Steward to the appropriate Director within five (5) regularly scheduled working days of the discipline. The Director will review the discipline and give a written 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 referred to the third step of the grievance procedure within five (5) days after the response of the Director. The Employer shall keep the Unit Chairperson advised as to the names of the Directors and their departments.

B. Suspension

The Employer will only suspend employees for just cause. An employee being suspended will have the right to meet with a Steward or Committee person before leaving the Employer's property. Should the suspended Employee or Steward consider the suspension to be improper, a complaint shall be presented in writing through the Steward to Step 3 of the grievance procedure within four (4) regularly scheduled working days of the suspension.

C. All employees shall have the right of Union representation if the employee is subject to discipline.

D. Personnel Records

All employees' records, other than those of a confidential nature, may be subject to review upon the request of the individual to whom such record pertains, except that no more than two (2) requests per year shall be honored.

E. Counseling Statements

The parties agree that future "informal discipline" and/or pre-disciplinary warnings" for Union members would be put in the format of a counseling statement. Supervisors will be asked to use the counseling statement form when possible. It is also understood, however, that in more complex situations the form may not be adequate, so a memo or letter incorporating the subjects listed on the form may be substituted for the form. Finally, the parties agree that it is appropriate for the Union to be provided a copy of

counseling statements, which are issued to Union members, unless the affected employee specifically designates otherwise.

## **17. DISCHARGE**

- A. The Employer will only discharge employees for just cause.
- B. An employee being discharged shall have the right to meet with a Steward or Committee person before leaving the Employer's property.
- C. Should the discharged employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to Step 3 of the grievance procedure within four (4) regularly scheduled working days of the discharge.
- D. It is agreed that the Employer has just cause to discharge any Employee who:
  - 1. is convicted of any felony or circuit court misdemeanor.
  - 2. is convicted of any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to property of the Employer.
  - 3. is absent for five (5) consecutive days without notifying the Employer. In proper cases, exceptions shall be made.
  - 4. does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
  - 5. does not return from sick leave and leaves of absence (shall be treated the same as #3 above).
  - 6. is under the influence of intoxicants or drugs.
  - 7. consumes or sells intoxicants or drugs on Board property.
  - 8. brings intoxicants or drugs onto Board property.
  - 9. steals Board property.
  - 10. duplicates School District issued keys.
  - 11. intentionally falsifies records.
  - 12. commits an aggravated assault or battery.

13. carries a lethal weapon onto Board property.
14. violates any child protection law.
15. sexually harasses a student.

(Note: Items D14 and D15 shall be defined by state law, Board policy, and administrative regulation.)

- E. In case of discharge, the Employer shall send written notification to the Unit Chairperson and the employee at the employee's last known address that seniority has been lost and employment has been terminated.

## **18. RESIGNATION**

- A. Any employee desiring to resign shall file a letter of resignation with the Human Resources Department at least ten (10) working days prior to the effective date.
- B. Any employee who resigns from a position in the manner described in paragraph (A) of the Article maintains the right to earned vacation time.

## **19. SPECIAL CONFERENCES**

- A. Special conferences for important matters will be arranged between the Local Unit Chairperson and designated representatives of the Employer, upon the request of either party. Such meetings shall be between no more than four (4) representatives of the Employer and no more than four (4) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters to be taken up in special conference shall be confined to those included in the agenda. When the parties mutually agree in advance, a special conference can be expanded to include additional bargaining unit members that are impacted by the agenda items (Example: A meeting to discuss restructuring duties within a work unit might logically include all affected employees).

Whenever possible, conferences shall be held between the hours of 5:00 P.M. and 11:00 P.M. If the conferences are called by the Employer at other hours, the members of the Union shall not lose time or pay for time spent in such special conferences.

- B. The Union representatives may meet at a place designated by the Employer on the Employer's property for one-half hour immediately preceding a Special

Conference with the representatives of the Employer for which request has been made.

## **20. GRIEVANCE AND ARBITRATION PROCEDURE**

- A. A "Grievance" is a claim by an employee alleging that there has been a violation, misinterpretation or misapplication of any provision of the Agreement. Any such grievance shall be submitted to the grievance procedure as hereinafter provided:

Step 1 The Union Steward, with or without the aggrieved employee shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) calendar days of the grievance or the employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the Steward within ten (10) calendar days. In order to be considered a grievance meeting, the employee or Union Steward must so state. If the grievance is not resolved at this step and proceeds to Step 2, the name of the supervisor and date of the Step 1 meeting will be noted on the grievance form.

Step 2 If the grievance has not been settled, it shall be reduced to writing, signed by the employee and/or the Steward and presented to the appropriate department head within ten (10) calendar days after the supervisor's response is due. The Department Head shall respond to the Steward, in writing, within ten (10) calendar days. (Note that the appropriate department head may not be the head of the aggrieved employee's own department. For example, if the employee was denied transfer to another department, he/she should file the grievance with the head of the department to which he/she sought the transfer.) If the department head who is served the grievance is not the appropriate department head to respond to the grievance, he/she will notify the steward. The steward will note the day and date of such notice, and shall have ten (10) calendar days to file the grievance with the appropriate department head.

Step 3 If the grievance has not been settled and if, after review, the Union wishes to carry it further, it shall be presented to the chief administrator for personnel matters or designee in writing within ten (10) calendar days after the response of the department head is due. The chief administrator for personnel matters or designee shall schedule a meeting with the Union to discuss and attempt to resolve the grievance. The meeting may be attended by three (3) representatives selected by the Union and three (3) representatives selected by the Employer. If the parties are unable to resolve the grievance, the chief administrator for personnel matters or designee

shall place the district's final response in writing and return it to the Union within ten (10) calendar days of the date of the meeting.

Step 4 If the grievance is still unsettled and the Union wishes to carry it further, the Employer and Union shall attempt to mutually agree on an arbitrator. If the parties cannot agree on an arbitrator, the Union shall file a "Demand for Arbitration" to the American Arbitration Association within forty-five (45) days after receipt of the answer of the chief administrator for personnel matters or designee. Thereafter, it shall be handled in accordance with the American Arbitration Association's Rules and Regulations. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

Either party may initiate a pre-arbitration settlement conference during the forty-five (45) day arbitration appeal period.

B. Power of the Arbitrator

It shall be the function of arbitrators, and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish or alter salary schedules.
3. The arbitrator shall have no power to rule on any matter not specifically set forth in this Agreement.
4. The arbitrator shall have no power to grant relief for any damages for periods commencing before the later of: the date the grievance arose (as defined in Section A, Step 1) or ten (10) calendar days before the grievance was advanced at Step 1.
5. The arbitrator shall have no power to establish or change any retirement benefit established and administered by the State of Michigan. Additionally, the arbitrator shall be limited from ruling on any claim or dispute regarding the terms of the pension plan or an action by the pension administrator.

6. The arbitrator shall have no power to establish or change any insurance policy. Additionally, the arbitrator shall be limited from ruling on any claim or dispute regarding the terms of a policy document or an action by the insurance company.
  7. The arbitrator shall have no power to consider any facts, or rule upon any issues, not raised by the grievant, the Union, or the District during the first three steps of the grievance procedure.
  8. The arbitrator shall have no power to change any policy or rules of the Board.
- C. In the event that a case is appealed to an arbitrator on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- D. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be binding on the Union, its members, the employee(s) involved, and the Board.
- E. Miscellaneous
1. A grievance may be withdrawn at any level without prejudice or record.
  2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
  3. All documents, communications or records dealing with a grievance shall be filed separately from the personnel files of the participants.
  4. Access shall be made available to records of all unprivileged information necessary to the determination and processing of the grievance.
  5. No grievance shall be filed for or by any employee after the effective date of his/her resignation, except in cases of severance benefits.
  6. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed.
  7. The filing of a grievance shall in no way interfere with the right of the Employer to proceed in carrying out its responsibilities, subject to the final decision of the grievance.

8. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.
9. Two or more grievances on the same subject may be handled by the Employer as one grievance. When such a situation occurs the Union shall be notified and the answer directed to the Unit Chairperson.
10. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.
11. Grievances that are not appealed within the time limits specified in each step of the grievance procedure shall be considered settled on the basis of the decision last rendered, unless such time limits are waived by mutual agreement by the parties involved.

## **21. EMPLOYEE RESPONSIBILITIES**

- A. Employees are responsible for reporting to work physically, mentally, and emotionally fit to perform the duties of their jobs. All employees shall fully, faithfully, and properly perform the duties of their employment.
- B. Employees are responsible to return district property upon request and upon termination or employment. Failure to turn in district property will result in the holding of an employee's check until the property is returned, disciplinary action, and/or docking of the employee's check for the value of property which the employee cannot or will not return.

## **22. HOURS OF WORK**

### Custodial Employees

- A. The work week shall consist of five (5) consecutive eight-hour days, Monday through Friday inclusive, or four (4) consecutive ten-hour days.
- B. The regular hours of work shall consist of eight (or ten) hours, excluding a lunch period scheduled in the middle of the shift. The work day shall consist of eight (or ten) consecutive hours, excluding time off for lunch within any twenty-four hour period.
- C. Lunch period shall be scheduled at the middle of each shift when school is in session. A lunch period in excess of thirty minutes must be for legitimate business reasons. When school is not in session, the lunch period shall be

one-half hour. The current practice of lunch period scheduling for Distribution Services shall continue during the term of this Agreement. Any employee required to remain on duty shall be compensated by a paid twenty minute lunch period included in the eight-hour (or ten-hour) day. (Employer can set this schedule.)

D. Work Shift

1. Any shift that regularly begins on or after 4:00 A.M., but before 11:00 A.M. shall be described as the first shift.
2. Any shift that regularly begins on or after 11:00 A.M. but before 7:00 P.M. shall be described as the second shift.
3. Any shift that starts regularly on or after 7:00 P.M. but before 4:00 A.M. shall be described as the third shift.

All employees working in schools on second or third shift shall be rescheduled to the day shift when school is not in session and when such rescheduling would not lessen the forty (40) hour work week. In proper cases, exceptions may be made. However, there shall be no premium rate of pay if two shifts are worked within a twenty-four hour period on this basis of rescheduling.

E. Work Schedules

1. Individual work schedules indicating employees' shifts, work days, and hours shall be furnished to all employees by their supervisors.
2. Changes in individual work schedules altering shifts, work days and hours may be made, subject to the following:
  - a. Affected employees must be given written notice of the change, five (5) days in advance of implementation.
  - b. Such notice shall advise the affected employee of the reason(s) for the change, which must be based on operational need(s).
  - c. In the case of shift changes (first, second, or third) affecting less than all of the employees in the affected classification/building, volunteers will first be sought from the affected group of employees. The most senior volunteer(s) will first be assigned to the shift change. If an insufficient number of employees volunteer for the change, the least senior employees in the affected group will be reassigned.

- d. Shift changes which are necessitated by special projects which affect less than all of the employees in the affected classification/ building, shall initially be made using the criteria described in c., above. However, subsequent opportunities for special project work shift changes shall be filled initially by volunteers and then by rotating the shift assignment change among employees not previously affected using seniority and previous impact as guidelines.
  - e. When it is appropriate to change a shift or work day schedule for a special project, the affected employee's schedule will be changed to four days of ten hours per day, on Monday through Thursday. Involuntary temporary shift changes will be limited to four weeks per year for each affected employee; however, employees are not limited from volunteering for additional temporary shift changes beyond the four weeks. Employees subject to temporary shift changes for special projects will be paid a premium of \$.50 per hour in lieu of other shift premiums.
  - f. If reassignments are implemented during an emergency, the above steps will be followed as soon as reasonably practical.
  - g. Indefinite, long term schedule changes to include weekend duty as part of the regular schedule shall be limited to new postings, unless the Union concurs with the necessity of the change for incumbent employees.
3. Except for emergency situations, changing of individual work schedules shall be a proper subject for a Special Conference if requested by the Union.

#### Food Service Employees

- A. Work week. The work week for regular employees shall consist of not more than 40 hours or less than 15 hours per week, Monday through Friday.
- B. Work day. The work day for regular employees shall consist of not more than 8 hours or less than 3 hours per day.
- C. The scheduled hours of work shall consist of a regular starting time and regular quitting time, except when short hour employees are requested to perform additional work.
- D. Determination of the total number of hours required for performing the work assigned to cafeteria employees shall be the responsibility of the School District Director of Food Services. Factors to be considered in planning work

schedules shall include the total number and quantities of menu items to be prepared, the kinds and amounts of convenience items purchased, the type and amounts of food production equipment in the individual school kitchen, the degree of simplicity or complexity of menu offerings and the number of lunch lines to be served during the noon hour.

- E. The Employer will endeavor to assign hours of work on as regular a basis as is consistent with work needs. The Employer agrees to strive to confine any such change in hours of work to real need. Employees will be provided five (5) work days' notice of a change in the regular schedule which reduces hours by 30 minutes or less (and does not alter the employee's eligibility for insurance benefits) or alters starting and quitting times. Changes in hours of more than 30 minutes or which impact eligibility for insurance benefits shall not be made with less than ten (10) work days' notice and shall be a proper subject for special conference if requested by the Union.
- F. Regular Employees:  
A regular food service employee is that person who has successfully completed the probationary work period with the Lansing School District Food Service Department and has successfully completed the sanitation course (and test, if available).
- G. Equalization of Extra Hours:  
Extra hours available during regular working hours shall be equalized among available and qualified employees within each building to the extent reasonably practicable. For purposes of this section, extra hours shall also include work on days when less than the building's usual staff complement is needed. An extra hours list shall be posted and updated at least on a bi-weekly basis. The District has reasonable discretion to assign extra work in a manner which would not result in overtime liability.

Sign-up sheets showing A.M. or P.M. availability and an employee declination sheet will be maintained for each building. Hours declined shall be charged to an employee for equalization purposes.

## **23. REST PERIODS**

- A. Custodians  
All employees' work schedules shall provide for a fifteen (15) minute rest period during each four (4) hour work period. Whenever feasible, the rest period shall be scheduled at the middle of each four (4) hour work period. Rest and lunch periods shall not run concurrently without the express permission of a supervisor.
- B. Food Services

All regular food service employees' work schedules shall provide for a fifteen (15) minute rest period per day to be scheduled cooperatively by the Cafeteria Manager and employees. This section will not apply for three hour employees.

**24. PREPARATION TIME AND CLEANUP TIME**

- A. All Food Service employees may report for work wearing their uniforms. Uniforms must be freshly laundered daily.
- B. Employees shall be granted five (5) minute personal cleanup period at the end of their shift. If an employee works in an unusually dirty job, the employee may be granted, upon request to his/her supervisor, a reasonable period of time to clean up.

**25. CALL TIME**

- A. Any employee called to work outside of the regularly scheduled shift shall be paid for a minimum of two (2) hours at the established premium rate of pay. This article does not apply to scheduled building checks.
- B. When an employee is called in outside of his/her normal shift for purposes other than work or job related duties the employee shall be paid at the rate of time and a half with a minimum one hour.
- C. Mechanics and Grounds Department Snow Removal employees called outside their regularly scheduled shift or work schedule, without the required five (5) days' notice as stipulated in Article 22 Hours of Work Section E, shall be paid a twenty-five dollar (\$25.00) stipend for each day of working an altered shift/schedule.

**26. OVERTIME**

- A. An employee shall be paid overtime pay at the following rate and under the following conditions:
  - 1. Rate of pay shall be at time-and-one-half of the regular pay schedule for all work performed in excess of eight (8) hours in any work day [or ten (10) hours if that is the regular schedule], and in excess of forty (40) hours in any work week.
  - 2. Rate of pay shall be at double the regular pay schedule for all work performed on Sunday by employees working a standard Monday through Friday schedule. Employees who regularly start their work week on Sunday or who have a nonstandard regular work week

assignment will be paid double the regular rate for work performed on the seventh day of their work week.

- B. Equalization of overtime. Overtime shall be equalized among qualified employees in each job classification within each building, building complex or department as nearly as possible. For purposes of overtime equalization, the head custodian and assistant head custodian classifications shall be considered as the same classification.

For custodial overtime, the District will continue to offer such overtime opportunities to qualified employees in each job classification within each building/ department first. If the District needs to request additional assistance outside the applicable classification and building, the following priority system will be used to offer the overtime to other unit personnel, to the extent reasonably possible:

1. Other qualified custodial personnel within the building
2. Other qualified custodial personnel in another building/department who are on the central overtime request chart
3. Other qualified unit personnel who are on the central overtime request chart
4. Other qualified persons outside the bargaining unit.

Employees in groups 2 and 3, above, will be paid at the applicable rate of the classification to which the work is regularly assigned. The District will determine the rate of pay for persons in group 4.

The Custodial Department will maintain central overtime request charts to record offers, acceptances and refusals of custodial overtime for persons outside the applicable building/department (groups 2 and 3). Such lists will be equalized as nearly as possible. Employees that place themselves on the central overtime request charts may designate which shifts they are interested in and available for additional work opportunities.

The Employer is not required to contact off-duty employees who are absent from work, such as on leave of absence, compensable leave, leave day with pay or vacation, to offer overtime work opportunities. However, the Employer shall make an attempt to contact an employee on compensable leave or on a leave day with pay if the Employer has sufficient advance notice that the overtime opportunity exists and either (1) the compensable leave is prescheduled for a doctor or dental appointment, and/or (2) the compensable leave or leave day with pay is prescheduled for less than a full shift, with a known return to work time. Additionally, the Employer is not required to

contact employees on the central overtime request charts for the remainder of the year if the employee has refused three (3) or more opportunities for additional work in another building/department.

**27. PREMIUM SHIFT PAY**

- A. Employees working the second shift as defined in Article 21, Paragraph D, shall receive an additional twenty-one cents (\$.21) per hour premium pay. Employees working the third shift as defined in Article 21, Paragraph D shall receive an additional twenty-seven cents (\$.27) per hour premium pay.
- B. Food service employees required to work after 4:00 P.M. will be paid an additional fifty-two cents (\$.52) per hour. This shall not apply when the employee is eligible for overtime, or when the employee is performing special services or catering functions. Food service employees employed at the Lansing School District Environmental Center shall receive twenty cents (\$.20) when required to work after 4:00 P.M. instead of the fifty-two cents (\$.52) per hour premium. For this difference, the employees will be allowed an extra meal during working hours.

**28. TEMPORARY ASSIGNMENTS**

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such jobs. If employees work the job for more than two (2) consecutive days, they will receive the rate of pay at their present step in the higher classification for all hours worked thereafter in that classification. To be eligible for temporary assignment pay, the employee must have been designated for temporary assignment by his/her supervisor. It is herein agreed that temporary assignments shall not extend beyond one year.

**29. COMPUTATION OF BACK WAGES**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned in normal working hours.

**30. 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 notify the Union of the classification and rate structure. In the event the Union does not agree that the rate is proper, it shall be subject to negotiation. Such jobs may be filled on a temporary basis as provided for in the Agreement.

Any new group leader positions created after the date of this Agreement shall be paid at a rate which is ten percent (10%) over the applicable steps of the highest paid employee classification within the group.

**31. REGULAR SHORT-HOUR EMPLOYEES**

- A. Regular short-hour employees shall receive all the benefits of this Agreement which apply to the employee on an equal ratio basis, i.e., five (5) hours of work will receive 5/8 credit, etc. Any additional hours during the week will be considered as extra hours and shall be paid at regular hourly rate unless the time is covered by the Overtime Article of the Agreement.
- B. For the purpose of benefit accumulation, regular short-hour employees whose schedule regularly consists of six (6) or more hours per shift shall be considered and accrue benefits as if they were full-time employees.

**32. TEMPORARY AND SEASONAL EMPLOYEES (Custodial and Maintenance Only)**

- A. These employees shall be used only for the purpose of temporary help. Such employees shall not exceed forty (40) in total for all departments and classifications at any point in time unless otherwise agreed.
- B. No such temporary employee shall be hired for any longer period than one hundred and twenty (120) working days, unless the Union has agreed to a longer period.
- C. The Employer shall have the exclusive right to transfer these persons to other specific temporary jobs or sever them from employment during this period.
- D. The rate of pay shall be established by the Employer but will not exceed the minimum D classification rate.
- E. Temporary and seasonal employees hired into the Unit as probationary employees shall receive no seniority credit for those hours worked as a temporary or seasonal employee.

**33. RIGHTS OF VETERANS**

- A. Employees who have been inducted or enlist for military duty in any of the armed forces of the United States shall be granted leaves of absence for a period not to exceed three (3) months beyond their honorable discharge date. Full credit toward advancement on the salary schedule shall be granted. This credit shall not be extended beyond the initial enlisted or induction period. A dishonorable discharge from above services does not obligate the Employer for future employment. At Employer's discretion, a

certification of physical and/or mental capability may be required as a condition of reemployment. Employees shall be offered re-employment in their previous position or a position of like 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 seniority as may be available which they are capable of doing at the current rate of pay for such work.

- B. A probationary employee who enters the armed forces and meets the foregoing requirements, and who is re-employed and completes the probationary period, upon completing it will have seniority equal to the time spent in the armed forces, plus one hundred thirty (130) work days.
- C. Veteran's Law. Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.
- D. Educational Leave of Absence. 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 without pay 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. When reinstated, the employee shall return to the same salary step as that held upon time of leaving.
- E. 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 weeks per year is the normal limit, except in the case of an emergency which does not exceed thirty (30) days. Further extension of this benefit may be granted at the discretion of the Employer.

#### **34. MILITARY SERVICE LEAVE**

- A. **Military Service Leave:**  
The Employer and the Union agree that the matter of leave of absence for employees during the period of their military service with the Armed Forces of the United States, and of their reinstatement thereafter, shall be governed by applicable statutes and decisions of the Courts. Applications for Military Service Leave shall be made to the Director of Human Resources.
- B. **Military Reserve Leave:**  
Employees who have one (1) year or more of seniority and who are required to participate in annual duty training with the reserve components of the

Armed Forces of the United States will be granted leave of absence for this purpose, for not to exceed two (2) weeks (10 working days) in any one fiscal year (July 1st through June 30th), and will be paid the difference they would have received had they worked their regularly-scheduled shifts during such period(s) of duty and provided they present an authenticated copy of their pay voucher.

Situations involving special riot duty will be referred to the Human Resources Department for consideration as they occur.

### **35. LEAVE OF ABSENCE**

- A. Leaves of absence without pay may be granted for a period not to exceed one (1) year, or a period equivalent to the employee's seniority, whichever is shorter, upon written request to the Human Resources Department without loss of seniority for:
1. Service in a governmental agency, state, or nationally recognized professional, labor, or fraternal organization which the employee has been formally designated to represent.
  2. Illness Leave (Physical or Mental), may be granted, if a written statement is available from doctor.
  3. Prolonged illness in immediate family - spouse, children, parents, grandparents, brothers, sisters, parents-in-law, foster parents, and any other person for whom the employee is physically or financially responsible.
  4. Educational Leave to any regular employee working at least twenty (20) hours per week. Notification shall be at least one (1) month before leave is to begin.
  5. Maternity Leave will be granted women employees upon request of the individual.
    - a. If an employee desires a maternity leave of absence, she must file a written request with the Human Resources Department at least 30 days prior to anticipated date such leave.
    - b. Any maternity leave of absence shall be for the duration of the pregnancy and extended no longer than through the post-natal examination period (usually six weeks after termination of pregnancy). Upon returning from the leave of absence, the employee must provide a physician's certification that she is physically sound and able to perform all normal duties of her

position. An additional three (3) months may be granted upon written certification of the doctor. The Board may choose at its option and expense to have the employee examined by the Board's physician prior to the employee's return to work.

6. The Family and Medical Leave Act of 1993 - The Board shall extend such additional considerations and benefits to employees as are required by the Act. If an employee takes advantage of the benefits of the law, he/she may use his/her accumulated compensable leave, accumulated and accrued vacation leave and/or accumulated personal leave during the family and medical leave. Similarly, the Board may require the employee to use his/her accumulated compensable leave bank in excess of thirty (30) working days during the family and medical leave.

B. Employees returning from or requesting extensions of leaves of absence must notify the Human Resources Department no later than 30 days prior to the expiration of the date of the leave. Failure to act in accordance with the above shall be considered as a voluntary quit.

Employees that provide the District with 30 days' advance notice of return to work (and supporting medical documentation if on a health-related leave), will be eligible to apply for unit vacancies posted during the 30 days prior to their return to work.

When reinstated, the employee shall return to the same salary step as that held at the time of leaving. Leaves of absence shall be reflected in the employee's anniversary date for service-related benefits, such as wage step increases and longevity.

C. Leaves may be extended upon written request by the employee for a period up to one (1) year by mutual agreement of the administration and the Union.

### **36. LEAVE OF ABSENCE FOR UNION BUSINESS**

A. Members of the Union elected to Local 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 to the Human Resources Department receive temporary leaves of absence without pay 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 with accumulated seniority. When reinstated, the employee shall return to the same salary step as that held at time of leaving.

B. Members of the Union who are elected to attend a function of the International Union or the Council such as conventions or educational

conferences shall be allowed time off without loss of time or pay to attend such conferences and/or conventions. Such requests shall be made in writing to the appropriate Director, with a copy provided to the chief administrator for personnel matters or designee. Total combined time shall not exceed fifteen (15) days per calendar year (January 1 through December 31) for the entire Union membership as authorized by the Chapter.

- C. One member of the Union who holds an elective office in the state or international union shall be entitled to a total of 200 hours without pay per year to be utilized only for the necessary business purposes of Council 25 or the international union. The President of Michigan AFSCME Council 25 must give written notice of this request as soon as possible, but in any event no less than five (5) work days in advance to the appropriate department director with a copy provided to the chief administrator for personnel matters/designee. If any member of the Union is eligible to use this provision and elects to do so, that individual shall be limited in the use of release time established in Article 8, Section D to no more than ten (10) hours in any month.

If all of the above provisions are satisfied, such leave time shall be treated as compensable leave to the employee, but subject to reimbursement by the Union as detailed hereafter. For all wages paid to the employee for hours covered by this provision, the District will bill the Union for all actual wages paid, plus an additional sixteen percent (16%) surcharge to cover the District's share of FICA, retirement contributions, and proportionate shares of costs associated with worker's compensation and unemployment expenses.

For any leave granted pursuant to Section C of this Article, the District may hire to perform and/or assign the work for which the affected employee would have been responsible during the leave in any manner, without regard to the limitations of the collective bargaining agreement. However, if the work to be performed (resulting from the election to take the 200 hours of unpaid union leave in this section) is accomplished by other than bargaining unit members, it shall be done on an hour for hour basis.

### **37. COMPENSABLE LEAVE**

All members covered by this Agreement shall be granted one (1) compensable leave day\* per month not to exceed twelve (12) days per year with unlimited maximum accumulation. An employee while on compensable leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked.

- A. Compensable Leave with full pay may be taken for:

1. Personal illness or injury. The exact nature of illness or injury will be recorded on the employee's absence record.
  2. Illness or serious injury to members of the immediate family.\*\*
  3. Death in the immediate family\*\*\* (limit five (5) days).
  4. To attend the funeral of a close friend or relative (limit one (1) day per occurrence).
  5. When exposure to contagious disease might create a health hazard for students or other employees.
- B. Any first shift employee absent due to illness shall notify his/her supervisor or appropriate office at least one (1) hour before his/her scheduled shift. Those Employees assigned to either second or third shift shall notify his/her supervisor or appropriate office at least two (2) hours before his/her scheduled shift. In proper cases, exceptions may be made.
- C. Unverified absences are those compensable leaves of absence where appropriate documentation (medical statement, funeral notice etc.) has not been provided upon the employee's return to work. Medical verification of illness may be required where an alleged pattern of absences immediately before or following an employee nonscheduled workday(s) exists or where an employee's attendance record shows excessive absences (in excess of nine [9] unverified days for 52 week employees or 6 3/4 unverified days for short year employees) or where an employee reaches a zero (0) balance in his/her compensable leave bank (not to include a zero (0) balance which was reached because of a worker's compensation injury). Medical verification obtained through a zero (0) balance in an employee's leave bank may be waived by the Employer for extenuating circumstances. Excessive absenteeism may also be found where an employee submits verification, but has a total number of absences which is extraordinary for the bargaining unit. Medical verifications shall be calculated between July 1 and June 30 of each contract year.

In such cases, the employee shall be notified in writing of the following attendance procedures:

1. All future absences may require written medical verification. Medical verifications are to be updated every 6 months.
2. End six months – Below 3 days improvement – employee may receive a written reprimand (includes dock time).
3. End one year – Below 6 days improvement – employee may receive a 5-day suspension without pay (includes dock time).
4. End eighteen months – Below 9 days improvement – employee may be terminated (includes dock time).

5. If the need arises to place an employee on a medical verification plan a third time during his/her employment, said employment may be automatically terminated.

The Chapter Chairperson shall receive a copy of such notice at the time it is issued. The employee and/or his/her Union Representative may discuss the requirement for verification with the Employer. The need for continuing verification shall be reviewed every six (6) months.

- D. Any employee who willfully violates or misuses this compensable leave policy or who misrepresents any statement or condition under this Article may be subject to discipline or discharge.
- E. Any employee who has exhausted the sick leave benefit will have additional sick leave days charged against recorded vacation time, unless notification is given to the Human Resources Department.
- F. In cases of extended illness, the employee may request a leave of absence for illness in accordance with Article 35.
- G. Effective January 2002, cafeteria employees will be paid a lump sum payment of fifty dollars (\$50.00) when the employee has not been absent more than once for any reason during the quarter (excluding Jury Duty and immediate family funerals).
  1. Quarters will be defined annually by the School District. Payment shall be made following each quarter.
  2. Payments shall be made following the 10<sup>th</sup> and 19<sup>th</sup> week of each semester.
- H. Effective January 2002, Custodial, Maintenance and Distribution employees will be paid a lump sum payment of \$100.00 when the employee has not been absent more than twice for any reason during the six month period (excluding Jury Duty and immediate family funerals).
  1. The six-month period is defined according to the following:
    - a. January 1 through June 30
    - b. July 1 through December 31
  2. Payment shall be made following the month of June and December. Perfect attendance for purposes of this award, shall be defined as no hours missed for: personal illness, doctor's appointments, dentist's appointments, family illness, funerals (other than immediate family),

personal leave, worker's compensation, docks or suspensions. Eligible employees must submit a request for the benefit by August 1 or each year to the Human Resources Department.

- \* A compensable leave day shall be defined as the number of hours in the employee's regular work day.
- \*\* Immediate family shall include the employee's spouse, children, parents, foster parents, parents-in-law, brothers, sisters and any other person for whom the employee is financially or physically responsible.
- \*\*\* Immediate family shall include the employee's spouse, children, parents, foster parents, parents-in-law, grand-parents, brothers, sisters, and any other person for whom the employee is financially or physically responsible. In individual circumstances where travel is required for the death of a brother-in-law, sister-in-law, niece or nephew, the Director of Human Resources may grant up to five (5) days under this provision.

**38. LEAVE DAYS WITH PAY**

- A. Two (2) leave days (a day shall be defined as 1/10th an employee's bi-weekly hours) with pay, shall be granted annually to each employee. Each continuous employee who is hired after the beginning of the fiscal year shall be credited with two (2) leave days with pay or a fractional amount thereof as follows:

July through December	2 days
January through March	1 day
April through May	1/2 day
June	0 days

- B. The leave days with pay, or fraction thereof, credited to each continuous employee shall be utilized and charged to the employee for a minimum of two (2) full hours for each chargeable event. Time used beyond two (2) hours shall be charged as actually used, rounded to the nearest quarter hour. In cases of emergency\*, the District may allow use of leave days with pay time for periods of less than two (2) full hours, rounded to the nearest quarter hour.

The leave days with pay, or any fraction thereof, shall not be utilized during an absence for sick leave, or during any other leave of absence.

An employee taking a leave day with pay shall file a notice of the intent to take such day with his/her immediate supervisor at least five (5) days prior to the date of such leave (except in the case of emergency\*). Such notice shall include a statement of the reason for such leave.

- C. Leave days with pay shall not be used for:
1. The day before or the day after a holiday, holiday related or vacation day.
  2. Recreational pursuits, shopping, or pleasure trip with spouse (including accompanying spouse on business trip).
  3. Other employment or seeking new employment.
  4. Child care.
  5. Any other leave provision in this Agreement.

Leave days with pay may be used on the employee's birthday, for religious holiday observance, performance of civic duties, attending children's school functions, and performing Union business not otherwise covered in the Agreement. Additionally, food service employees may use leave days with pay for other family-related obligations.

- D. In the event an employee does not use a portion of the leave day with pay, that unused portion shall be transferred to his/her regular cumulative sick leave balance. Leave days with pay shall not be cumulative from year to year.

- \* An emergency is an unforeseen incident over which the individual has no control and requires immediate attention. The individual should and has made every effort in their power to resolve the situation without taking time off from work. Each case will be decided on its own merits.

### **39. WORKER'S COMPENSATION (On-the-job injury)**

In cases of physical disability to work resulting from compensable accidental injuries while on the job, the Employer will augment the payment the employee receives through Worker's Compensation in the following manner:

Employees who are injured while on duty, resulting in loss of time, shall be paid their full day's pay at their regular rate for the day on which the injury occurred. Employees shall receive from the Employer the difference between the Worker's Compensation payment prescribed by law and their regular salary for the first seven (7) consecutive calendar days following the date of injury.

Beyond the seventh day, employees shall receive from the Employer the difference between the Worker's Compensation payment prescribed by law and their regular weekly income to the extent and until such time as such employee shall have used up any accumulated sick leave. Sick leave shall be charged on a pro-rata basis computed on the relationship of the differential pay to their regular weekly pay until the sick leave is exhausted.

All on-the-job accidents or injuries must be immediately reported to the on-duty departmental supervisor.

#### **40. JURY DUTY**

An employee who receives a jury duty interview and appearance notice must notify the appropriate office within one (1) school day of such notice. If employees are summoned and report for jury duty, they shall be paid the difference between the amount they receive as a juror and their normal week's pay, provided they make themselves available for work, within their regular work schedule except as noted herein, when not occupied for jury duty. It is understood and agreed that an employee shall be required to report to work on any and all days when not sitting as a juror. To be eligible for jury duty pay differential, the employee must furnish the Employer with a written statement from the appropriate public official listing the amount and dates the employee received pay for jury duty. Any employee found abusing this privilege shall not be entitled to the pay differential and will be subject to disciplinary action.

Employees, other than those on the first shift, may, at their option, work their regular shift in addition to jury duty. The supervisor involved must be notified of the decision at least one hour prior to the shift. This option is not available if the jury duty overlaps with the normal shift time.

An employee on second or third shift has the option of working the first shift during his/her assignment to jury duty.

#### **41. INCLEMENT WEATHER**

1. Effective after August 1, 1987: Employees scheduled to work less than 52 weeks and who are not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities (such as inclement weather, fires, epidemics, mechanical break downs or health conditions as defined by the city, county or state health authorities) will not be paid for such days unless on a pre-approved compensable leave or pre-approved paid leave day. Such employees shall work on any rescheduled days of student instruction which are established by the Board and will be paid at their regular daily rate of pay. Employees

required to work on days when school is not in session shall be paid their regular rate of pay for such days.

2. In the event an employee receives unemployment compensation benefits (which as used herein also includes "underemployment benefits") during the school year (associated with his/her regular work assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the employee works those instructional days at a later time, the employee will have his/her pay adjusted, such that his/her unemployment compensation plus the wages paid to the employee for the year will be equal to the regular annual wages he/she would have earned for the school year had there not been scheduled days of instruction canceled for such reasons.
3. Employees who report on time at their regularly scheduled reporting time before the Superintendent announces that schools will be closed, will be paid for a minimum of two (2) hours at their regular rate of pay or for the length of the interim work period whichever is longer.
4. In the event Sections 101 (3) and (4) of Public Act 94 of 1979, as amended by Public Act 239 of 1984, Sections 388.1701 (3) and (4) of MCLA are repealed, then the present regulations governing employee reporting on such days shall apply.

## **42. HOLIDAYS**

- A. The following days shall be recognized and observed as paid holidays with premium pay or overtime pay if worked for the school years of 2005-2006, 2006-2007 and 2007-2008.

For the 2005-2006 school year, Christmas Eve and Christmas Day will be observed on December 26 and 27, 2005. New Year's Eve and New Year's Day will be observed on January 2 and 3, 2006.

Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
New Year's Day  
M L King Birthday\*  
Memorial Day

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work.

B. In addition, the following holiday related time off with pay will be granted:

Christmas Eve  
New Year's Eve  
Good Friday

If worked, payment at the rate of time and one-half will be granted for the days covered in this provision.

C. Eligibility Requirements:

The employees shall be eligible for holiday or holiday related pay under the following conditions:

1. The employee should have been scheduled to work on such day unless it is observed as a holiday, or is a Saturday, a Sunday, or the employee is on vacation or sick leave.
2. The employee worked the full period of their last scheduled work day prior to and their next scheduled work day following the holiday, unless excused by the Employer or is absent for any reasonable purpose. The Employer and the Union shall mutually agree upon whether the purpose is reasonable in each case. Illness should be construed as a reasonable purpose, if proof of illness is presented. If a holiday is observed on an employee's scheduled day off or vacation, the employee shall be paid for the unworked holiday or the vacation shall be extended one extra day. The employees who have established seniority, but who are on inactive status due to layoff or illness leave of absence that commenced not more than thirty (30) working days prior to the week in which the holiday occurs shall receive pay for such holiday.
3. Eligible employees who do not work on a holiday shall be paid a sum computed by multiplying their current hourly rate of pay by the number of hours in their regular work day.
4. If an employee works on any of the paid holidays listed above, the employee shall be paid in addition to the holiday pay a sum computed by multiplying his/her current hourly rate of pay by twice the number of hours the employee works on said paid holiday.
5. For the purpose of computing overtime, all holiday hours worked or unworked for which an employee is compensated shall be regarded as hours worked.

6. There shall be no holiday pay for an employee on suspension unless reversed through the grievance procedure.

\* The Martin Luther King, Jr. Birthday holiday will be observed as a paid holiday in any year in which it is not a scheduled day of instruction.

#### **43. VACATIONS**

##### Custodial/Maintenance

A. All employees covered by this Agreement working on a twelve month basis shall receive an annual vacation with full pay based on the following schedule:

The first 7 years	-	2 weeks + 2 days
Upon completion of 7 years	-	3 weeks + 2 days
Upon completion of 15 years	-	4 weeks + 2 days

B. Vacations shall be computed from July 1 through June 30. The vacation allowance to which an employee is entitled shall be determined by the number of years of service completed by June 30 of a given year and will be posted and scheduled.

C. Vacation allowance shall be prorated during the first year of employment to the nearest half day. (Based on 5/6 of a day per month of service to June 30.)

D. Employees working less than eight (8) hours per day shall be entitled to a pro rata share of the vacation allowance granted to full-time employees. (In practice this means being granted the number of days to which the employee is entitled according to the schedule computed on the normal or regular working day's pay rather than eight hours.)

E. Employees must use all accumulated vacation time except for a maximum of ten (10) days allowable carryover.

F. Vacations shall be scheduled at a time when this will not unduly interfere with or hamper normal operations of the school system. The following guidelines will be used when approving custodial vacations:

1. Vacations will not be approved during the week before school begins or the week after school ends.
2. During the period when school is in session (except Christmas break and spring break) the District will plan for and approve ten (10)

vacation requests on any day, in accordance with the established vacation request procedure.

3. Full week vacation requests shall be approved first. However, single day vacation requests shall be allowed, and approved on a seniority basis, consistent with the described parameters.
  4. During the remaining weeks of summer break, and during Christmas and spring breaks, the number of custodial vacations approved will be at least 25% of the Custodial Department employees, so long as that many requests are received.
  5. The parties will form a committee to periodically review the overall absence rates to determine whether the number of custodial vacation requests on any day may be increased from the number referenced in section 2, above, with the understanding that the number to be approved in advance will not be expected to result in overtime liability.
- G. Vacations during the summer months shall be limited to three (3) weeks unless otherwise agreed.
- H. Unless approved by the appropriate supervisor and the Human Resources Department, vacations shall be scheduled for periods of not less than one week at a time or not less than the number of days to which the employee is entitled, whichever is smaller.

### Food Services

- A. Fifty-two week employee vacations will be granted at such times during the year as are suitable considering both the wishes of the employee and the efficient operation of the department concerned.
- B. All employees covered by this Agreement working on a regular basis shall receive vacation pay based on the following schedule:
- |                             |   |         |
|-----------------------------|---|---------|
| After one year of service   | - | 9 days  |
| Upon completion of 7 years  | - | 13 days |
| Upon completion of 15 years | - | 17 days |
- C. Vacation time will be prorated for the first year of employment and for any leaves of absence. Calculation of "leave time" for the purpose of prorating vacation time will follow the District's practice of crediting the employee with the month's vacation accrual if the employee works through the fifteenth day of the month. Similarly, if an employee is hired or returns from leave before the fifteenth day of the month, the employee will receive credit for that month.

Employees will be eligible to accrue vacation credit for the nine months commencing in September and ending in May.

The rate of vacation accrual per year will be based upon the current agreement, i.e. nine (9) days in the first seven years of employment; thirteen (13) days for seven (7) through fourteen (14) years of employment and seventeen (17) days for service of fifteen or more years

Vacation will be posted in the summer based upon the assigned number of hours per day at the end of the previous school year. Hours worked in the summer will not affect vacation accrual.

Vacation time may be used by employees only on days or at times when students are not scheduled and a substitute employee is not required and in increments of not less than two (2) hours. Vacation time may be used by food service employees during the Christmas and spring break on days for which the employee is not otherwise receiving pay and on snow days. Vacation time may not be used in place of sick time or during the summer months.

Vacation time will be paid to employees based upon the regular hourly rate of the affected employee at the time s/he uses the vacation, rather than at the hourly rate applicable to the time the vacation was accrued.

Employees will record all vacation time used on the regular time sheet for the period that the vacation time was used.

Vacation balances not used by the end of the school year will be paid out on the first full pay period after the school year is over.

#### **44. LIFE INSURANCE**

A. Custodial/Maintenance

The Employer agrees to pay in full the premium on a term life insurance policy of \$10,000, including Accidental Death and Dismemberment, for each regular employee covered under this Agreement. Coverage will become effective on the first day of the month following hire.

B. Food Services

The Employer agrees to pay in full the premium on a term life insurance policy of \$5,000, including Accidental Death and Dismemberment, for each regular employee covered under this Agreement. Coverage will become effective on the first day of the month following hire.

**45. HOSPITALIZATION INSURANCE**

- A. The Board agrees to provide each eligible employee MESSA Tri-Med health and hospitalization insurance, with a \$5.00 Generic and \$10.00 Brand prescription drug card. The employee agrees to contribute up to the following amount per month for the above coverage. Employees can elect to have the insurance premium co-pays be made through the District’s section 125 pre-tax salary reduction plan.

Single	\$ 10.00
Two Person	\$ 20.00
Family	\$ 25.00

Eligible employees not receiving health and hospitalization insurance as set forth above will receive \$90.00 per month additional compensation.

- B. Employees scheduled to work at least six (6) hours per day for at least the extent of the school year shall be considered full-time, regular employees for the purposes of either benefit described in Section A. Custodial-Maintenance-Distribution employees regularly scheduled for less than six (6) hours per day shall be entitled to share this insurance coverage on a prorata basis. The Board shall provide 50% of the above insurance coverage to part-time food service employees (if eligible).
- C. An employee eligible for coverage under the hospitalization plan of his/her spouse may elect single subscriber coverage under this Board provided coverage or if the spouse's coverage is not similar, the employee may elect family coverage. Each employee shall execute the following form and turn it in to the Human Resources Department within one month of employment, whichever is later.

The undersigned, a member of the bargaining unit represented by the AFSCME Local #1390, affirms as a condition of continued employment by the Lansing School District, that he/she has no other insurance coverage similar to the coverage provided under the collective bargaining agreement between the LSD and AFSCME Local #1390 pursuant to a plan held by his/her spouse.

In the event such second coverage does exist, the undersigned shall either elect continued coverage under the LSD Plan subject to the conditions of Paragraph C or notify the Employer, in writing, that he/she elects to be covered under said second insurance policy. The penalty for continued double coverage in violation of this Agreement shall be prompt reimbursement to the Employer of all premiums paid by said Employer for coverage from the effective date of such coverage or the date of this Agreement, whichever is later.

Notwithstanding the foregoing, if the coverage by a spouse of the undersigned is terminated at any time, for layoff, discharge, or termination of employment, the health insurance coverage granted under the collective bargaining agreement noted above shall begin or be reinstated immediately upon notification to the Employer.

Signature \_\_\_\_\_

- D. Employees newly hired by the Board shall be eligible for insurance upon the acceptance of written application by the insurance carriers on the first day of the month following the date they are hired.
- E. Changes in employment or family status (which affect benefit coverage) shall be reported by the employee to the Employee Benefits Office within 30 days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
- F. Upon ratification of this agreement, the parties agree to participate in a comprehensive study of health insurance cost containment strategies. Should the study identify specific changes or alterations to existing insurance benefit programs, the parties may, by mutual consent, agree to implement the same.
- G. Insurance Continuation: Employees, their spouses, or dependent children who cease to be eligible for Board paid dental, medical, or vision insurance shall have the right to continue such coverage on a direct payment basis with the Lansing School District. Changes in dependent status (marriage, divorce, birth, adoptions, death, children no longer dependent) must be reported within 30 days of the event. Coverage may be continued for 36 months except for termination of employment or reduction in hours. In those cases maximum extension is 18 months.
- H. As an alternative to the medical insurance coverage described, above, the Board may initiate during the term of this Agreement, a new health insurance benefit program and/or a cafeteria benefit program. Both the implementation and the continuation of any such new insurance program(s) shall be at the discretion of the Board during the term of the Agreement. Participation in such new program(s) by bargaining unit members shall be voluntary. Upon implementation of such program(s), a special conference may be initiated by the Board or the Union to explore its terms.
- I. Eligible dependents for insurance purposes may include the employee's legal spouse and natural or adopted child, stepchild, niece or nephew. A child, niece or nephew who is unmarried, may be insured until the end of the year

reaching age 19. Coverage may be extended to the end of the year they reach 25 so long as they are unmarried, regularly attending school, and dependent upon the employee for a majority of support. An incapacitated child may be covered after reaching age 25, provided proof of disability is submitted prior to reaching age 25, and periodically thereafter.

- J. The Board may initiate a change in any of the carriers of the insurance programs so long as the benefits of the new program would be no less than the coverage formerly provided in the Blue Cross traditional insurance plan and/or Blue Care Network/Health Central program. The Board will advise the Union regarding any changes at least thirty (30) days before they go into effect. Such notice shall be in writing and mailed separately to the unit chair and the AFSCME Council 25 staff representative. If the Union requests a special conference regarding any proposed change, the parties will meet prior to implementation to ensure the currently specified benefit levels are maintained.

#### **46. DENTAL INSURANCE**

The Board shall provide full family group dental insurance, Delta Dental Plan D with an orthodontic rider (maximum \$500), for each full-time regular employee covered under this Agreement. The Board shall pay 50% of the premiums toward this dental plan for those employees regularly scheduled to work less than six (6) hours per day.

The Board may change the dental insurance carrier during the term of this agreement in accordance with the terms of Article 45, Section J.

#### **47. SHORT TERM DISABILITY (Food Services only)**

The Board shall provide a short term disability income insurance program beginning the 8th day (including \$5,000 Life Insurance with Accidental Death and Dismemberment), and not requiring exhaustion of sick leave banks, for all full-time food service employees. The Board shall provide 50% of the above coverage to part-time food service employees if eligible.

#### **48. VISION PLAN**

The Board agrees to implement a vision plan based upon the specifications provided under the MASB/SET/LSD Plan (80% of Reasonable and Customary). Benefits pro-rated for employees working less than 6 hours per day.

**49. LONGEVITY PAY**

Custodial/Maintenance

A. Employees hired prior to July 1, 1980 shall receive longevity according to the following schedule based on the years of service with the Employer:

1.	After 5 Years through 9 years	2%
2.	Beginning 10 years through 14 years	4%
3.	Beginning 15 years through 19 years	6%
4.	Beginning 20 years and over	8%

B. Employees hired after July 1, 1980 shall receive longevity according to the following schedule based on the years of service with the Employer:

	<u>2005-2006</u>	
1.	After 5 years through 9 years	\$238.00
2.	Beginning 10 years through 14 years	\$478.00
3.	Beginning 15 years through 19 years	\$718.00
4.	Beginning 20 years and over	\$955.00

C. Longevity payments shall be paid in a lump sum on the first pay period in December to those employees who are actively employed. Eligible employees on unpaid leaves of absence shall receive such longevity payments upon return to active employment status provided they return to work within one year from the effective date of their leave of absence. Longevity will be pro rated only in cases of MPSERS eligibility or death.

Food Services

D. Longevity payments will be made to all employees covered by this Agreement and hired before July 1, 1983, according to the following schedule based on the years of service with the Employer:

1.	After 5 years through 9 years	2%
2.	Beginning 10 years through 14 years	4%
3.	Beginning 15 years through 19 years	6%
4.	Beginning 20 years and over	8%

E. Employees hired after July 1, 1983 shall receive longevity according to the following schedule based on the years of service with the Employer:

	<u>2005-2006</u>	
1.	After 5 years through 9 years	\$238.00
2.	Beginning 10 years through 14 years	\$478.00
3.	Beginning 15 years through 19 years	\$718.00

4. Beginning 20 years and over \$955.00

- F. Longevity payments shall be paid in a lump sum on the first pay period in December to those employees who are actively employed. Eligible employees on unpaid leaves of absence shall receive such longevity payments upon return to active employment status provided they return to work within one year from the effective date of their leave of absence. Longevity will be prorated only in cases of MPSERS eligibility or death.

#### **50. TERMINAL LEAVE PAY**

Having reached the age requirement of the Michigan School Employee's Retirement Plan and having completed at least ten years of service with the Lansing School District, or upon death, the employee or beneficiary shall receive a lump sum payment of \$121.00 for each year of service up to maximum of \$3,665.00.

#### **51. FOOD SERVICE PROVISIONS**

- A. The Employer shall pay an annual uniform allowance to each employee covered by this Agreement in the amount of one hundred dollars (\$100.00). This uniform allowance shall be paid semi-annually at the end of each school semester. (The District may make early payments to employees in their first year of employment.) Proof of purchase may be required.

Uniforms must be in conformance with the Uniform Code as posted. Any change in Uniform Code may be subject to a Special Conference if requested by the Union.

- B. All employees shall be granted a thirty (30) minute lunch period on the employee's time arranged cooperatively by the Cafeteria Manager and employees to best fit into the employee's work schedule. Noon lunches shall be provided free of charge to all employees.
- C. If extra paid help is needed for banquets, the employer shall offer such work to bargaining unit members. Employees performing catering/serving functions at banquets shall be paid the appropriate rate for the applicable duties, and preference may be given to interested employees that would not be eligible for overtime premiums during that assignment. To the extent possible, the District will provide at least two weeks advance notice of catering and serving opportunities, and employees will be allowed to register their interest in performing such extra work in their own classification and/or a lower classification, if qualified. These opportunities will be posted on all school cafeteria bulletin boards.

Whenever the kitchen is open to facilitate food services to a group, a unit member will be scheduled to work.

**52. SKILLED TRADES APPENDIX**

A skilled trades apprenticeship program will continue during the life of this Agreement in consultation with the Union. Apprenticeship training program formats will be in accordance with acceptable guidelines as established by the Bureau of Apprenticeship and Training, U.S. Department of Labor.

A joint Management-Union Committee will be established to review progress of apprentices assigned to the program. The Union and the Administration shall have minority representation on this joint committee.

**53. JOB DESCRIPTIONS AND TESTING**

It is agreed that a Special Committee consisting of four (4) members from the Union and four (4) members from the Administration shall review job descriptions for the purpose of clarification, or revision, or both. The Union and the Administration shall have minority representation on this Special Committee.

**54. UNION BULLETIN BOARD**

The Employer shall provide a bulletin board in each building which may be used by the Union for posting dated Union notices of the following types:

1. Notice of Union recreational and social events
2. Notice of Union announcements of elections
3. Notice of Union results of elections
4. Notice of Union meetings

**55. MISCELLANEOUS**

A. Handicap Accommodations

The parties agree to abide by the Americans with Disabilities Act (ADA). ADA accommodations shall be reviewed and certifications renewed on an annual basis at parties' first issues meeting in January.

B. As openings occur within the purchasing and distribution department primary assignments, i.e., courier truck, supply driver, etc., they shall be filled based on department seniority.

C. Shift preference within the relief pool shall be based on seniority within the relief pool as openings occur.

- D. Custodial job assignments in cases where there is more than one “D” classified custodian on the same shift in a building shall be based on seniority as openings occur.

## **56. NEGOTIATING PROCEDURES**

- A. At least sixty (60) days prior to the expiration of this Agreement, the Union and the Employer will begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment.
- B. This Agreement incorporates the agreement reached by the parties on all agreed issues which were subjects of negotiation. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment to this Agreement.
- C. In the event the Board is considering subcontracting work which would result in layoff for members of this unit, either party may initiate discussion of alteration of economic terms of the current agreement during the contract term if it is in the mutual interest of the parties to do so. It is understood that the current contract will only be altered by mutual agreement.
- D. The parties have agreed to contract re-openers over wage schedules, longevity and employee benefits for 2006-2007 and 2007-2008. No other issues will be addressed as part of these reopened negotiations.

## **57. NO STRIKE CLAUSE**

- A. The Union agrees that neither it nor its members nor any persons acting on its behalf will cause, authorize, support or take part in any strike (i.e., the concerted failure to report for duty, or willful absence of employees from their positions, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) to occur during the life of this Agreement for any purpose whatsoever.
- B. In the event of any action in violation of the foregoing, the Union agrees to post notices immediately at any or all schools affected, or otherwise communicate with persons violating this provision by all means at its disposal, that said activity is unauthorized by the Union and in violation of this Agreement and shall advise such persons to discontinue immediately said activity, and the Union, further, will use every other means at its disposal to assist in the immediate termination of such activity.
- C. The Union will not directly or indirectly take reprisals against employees who continue, or attempt to continue, their duties, or who refuse to participate in any of the activities prohibited by this Article.

- D. The Board will have the right to all remedies available at law for violation of this Article, including injunctive relief and/or damages against any person, group or organization violating this Article.

**58. CUSTODIAL-MAINTENANCE-DISTRIBUTION SERVICES SALARY AND CLASSIFICATION SCHEDULES**

The parties agreed to an across the board wage increase of 1.75 effective retro active to July 1, 2005 for all members in this bargaining unit, for the 2005-2006 school year.

C-M-DS CLASSIFICATION SCHEDULE

- A Preventive Maintenance Mechanic, Grounds Group Leader, Head Custodian—all Middle and High Schools, Beekman, North, and the Education-Administration Center
- AHC Assistant Head Custodian—Middle and High Schools, Beekman, and the Education-Administration Center
- B Day Custodian - Elementary Schools, Ebersole Handyperson
- D Regular Custodian
- S Distribution Services Driver, Distribution Services Stockroom Clerk
- I Plumber, Welder, Electrician, Boiler/Burner Repair Person, Temperature Control Mechanic, PA/Intercom, Air Conditioning Mechanic, Electrical Motor Repair, Energy Management System Operator, Preventive Maintenance Program Operator, Maintenance Vehicle and Equipment Mechanic, Bus Mechanic
- I-S Roofer
- II Carpenter, Painter, Mason, Plasterer, Trash Truck Driver
- III Grounds Maintenance, Relief Custodian, Roofer Helper, Utility Maintenance Mechanic
- VAR Energy Management System Group Leader, Custodial Group Leader, Distribution Services Group Leader, Carpenter Group Leader, Preventive Maintenance Group Leader, Grounds Group Leader, and group leader positions not listed above shall be paid 10% over highest classification in the assigned group.

C-M-DS SALARY SCHEDULE

	CLASS S/CLASS B		CLASS D
	<u>05-06</u>		<u>05-06</u>
Step 1	\$13.76		\$13.06
Step 2 -End 6 months	\$13.96		\$13.32
Step 3 -One year	\$14.23		\$13.53
Step 4 -End 18 mos.	\$14.55		\$13.81
Step 5 -Two years	\$14.80		\$14.00
Step 6 -Three years	\$15.12		\$14.26
Step 7 -Four years	\$15.50		\$14.58

		APPRENTICE I-A
		<u>05-06</u>
Step 1		\$14.58
Step 2 -End 6 months		\$14.81
Step 3 -One year		\$15.13
Step 4 -End 18 mos.		\$15.40
Step 5 -Two years		\$15.63
Step 6 -End 30 mos.		\$15.96
Step 7 -Three years		\$16.17
Step 8 -End 42 mos.		\$16.50
Step 9 -Four years & satisfactory completion		\$16.76

	CLASS A		CLASS I
	<u>05-06</u>		<u>05-06</u>
Step 1	\$14.40		\$16.67
Step 2 -End 6 months	\$15.30		\$17.08
Step 3 -One year	\$15.52		\$17.37
Step 4 -End 18 mos.	\$15.76		\$17.78
Step 5 -Two years	\$16.28		\$18.04
Step 6 -Three years	\$16.60		\$18.51
Step 7 -Four years	\$16.95		\$18.89

	CLASS II		CLASS I-S
	<u>05-06</u>		<u>05-06</u>
Step 1	\$15.53		\$16.32
Step 2 -End 6 months	\$16.08		\$16.78
Step 3 -One year	\$16.44		\$17.03
Step 4 -End 18 mos.	\$16.67		\$17.43
Step 5 -Two years	\$17.05		\$17.61
Step 6 -Three years	\$17.45		\$18.11
Step 7 -Four years	\$17.91		\$18.54

	CLASS III <u>05-06</u>	ASSISTANT HEAD CUSTODIAN <u>05-06</u>
Step 1	\$14.11	
Step 2 -End 6 months	\$14.46	\$14.23
Step 3 -One year	\$14.66	\$14.48
Step 4 -End 18 mos.	\$14.96	\$14.75
Step 5 -Two years	\$15.25	\$15.05
Step 6 -Three years	\$15.63	\$15.40
Step 7 -Four years	\$16.01	\$15.64

**59. FOOD SERVICES SALARY SCHEDULE**

The parties agreed to an across the board wage increase of 1.75 effective retro active to July 1, 2005 for all members in this bargaining unit

Class III - Food Service Trainees and General Helpers	<u>05-06</u>
Step 1	\$8.34
Step 2	\$8.63

Successful completion of sanitation course (and passing grade on Sanitation, Safety and General Knowledge Test, if available) required before confirmation as a regular employee.

Class II - Food Service Assistants	<u>05-06</u>
Step 1	\$ 8.86
Step 2 - End one year	\$ 9.19
Step 3 - Two years	\$ 9.52
Step 4 - Three years	\$ 9.87
Step 5 - Four years	\$10.24

Entrance requirements as outlined in job description.

Class I - Cooks, Bakers and Salad Makers	<u>05-06</u>
Step 1	\$10.37
Step 2 - End 6 months	\$10.74
Step 3 - One year	\$11.05
Step 4 - Two years	\$11.41
Step 5 - Three years	\$11.73
Step 6 - Four years	\$12.04

Cooks, Bakers and Salad Makers who are responsible for food preparation for 4 or more hours each day. Entrance requirements as outlined in job description and knowledge as required on Vocational Skill Test.

Food Service Coordinator at five percent (5%) over Class I.

Food Service Group Leader at ten percent (10%) over highest classification in assigned group.

Employees required to work after 4:00PM will be paid an additional fifty-two cents (\$.52) per hour for 2001-02, and an additional fifty-three (\$.53) per hour for 2002-03. This shall not apply when the employee is eligible for overtime

Step increase for Class III shall be effective upon the latter of six (6) months service or confirmation as a regular employee.

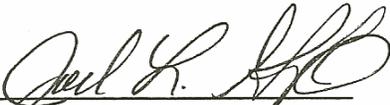
## **60. DURATION OF AGREEMENT**

This Agreement shall become effective as of July 1, 2005, and shall continue in full force and effect until 11:59 P.M., June 30, 2008. The parties have agreed to a contract re-openers over wage schedules, longevity and employee benefits for 2006-2007 and 2007-2008. No other issues will be addressed as part of these reopened negotiations..

**Letter of Understanding  
Lansing School District  
And  
AFSCME Council 25 Local 1390  
FCMDS Units**

Concerning Article 45 Section B

1. During negotiations of the 2005-2008 labor agreement the parties agreed that the \$45.00 per month additional compensation for FCMDS employees who are regularly scheduled for less than six (6) hours per day will be removed from the body of the labor agreement and placed into a letter of understanding.
2. The parties understand that this benefit will be extended for only the 2005-2006 school year.
3. The parties further understand that at the end of the 2005-2006 school year that this benefit and letter of understanding will expire. At that time this benefit will no longer be offered to employees covered by this agreement.

  
\_\_\_\_\_  
For AFSCME Council 25

1/20/06  
Date

  
\_\_\_\_\_  
For AFSCME Local 1390

1-20-06  
Date

  
\_\_\_\_\_  
For the Lansing School District

1-20-06.  
Date

**UNIT NEGOTIATING COMMITTEE**  
OF THE AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES OF COUNCIL 25, LOCAL UNIT NO. 1390

By C. H. Boyle  
Unit Chairperson

By \_\_\_\_\_  
Committee Person

Date 1-20-06

Date \_\_\_\_\_

By Patricia Amato  
Committee Person

By Paul L. [Signature]  
AFSCME Union Staff Representative

Date Jan 19, 2006

Date 1/20/06

**BOARD OF EDUCATION**

By [Signature]  
President

By [Signature]  
Secretary

Date 2/2/06

Date 2/2/06