

MASTER AGREEMENT

between the

LAKE CITY AREA SCHOOLS

and the

LAKE CITY SUPPORT STAFF FEDERATION
Affiliated with the
MICHIGAN FEDERATION OF TEACHERS/AFL-CIO

and the

LAKE CITY BUS DRIVERS
LAKE CITY CUSTODIANS,
LAKE CITY FOOD SERVICE
AND LAKE CITY SECRETARIES (2016)

2015-2018

EXPIRES JUNE 30, 2018

Table of Contents

AGREEMENT.....	6
PREAMBLE.....	6
ARTICLE I - RECOGNITION	6
Section 1: Recognized Units.....	6
ARTICLE II - DEFINITION OF RIGHTS AND RESPONSIBILITIES	6
Section 1: Rights of the Employer.....	6
Section 2: Rights of the Union	7
ARTICLE III – DISCIPLINARY ACTION.....	8
ARTICLE IV – EVALUATIONS	9
ARTICLE V – PERSONNEL FILES.....	9
ARTICLE VI – SENIORITY, VACANCIES, LAYOFF AND RECALL.....	9
Section 1: Seniority	9
Section 2: Vacancies	10
Section 3: Layoffs.....	10
Section 4: Classifications.....	10
Section 5: Recall.....	10
ARTICLE VII – SPECIAL CIRCUMSTANCES	11
Section 1. Student Discipline	11
Section 2: Assault.....	11
Section 3: Parent Complaints.....	12
Section 4: Employee Handbook.....	12
Section 5: Health and Safety.....	12
Section 6: Hiring Substitutes.....	12
See appropriate appendix.....	12
ARTICLE VIII – SICK LEAVE AND OTHER LEAVES.....	12
Section 1: Sick leave.....	12
Section 2: Personal Leave	12
Section 3: Jury Duty	13
Section 4: Extended Child Care Leave	13
Section 5: Funeral Leave	14
Section 6: FMLA	14
Section 7: Unpaid Leave	14
Section 8: Unpaid Leave Conditions	14
ARTICLE IX – BENEFITS	15
Section 1: Insurance Carrier.....	15
Section 2: Life Insurance.....	15
Section 3: Coverage Termination	15
Section 4: Effective Date.....	15
Section 5: Double Coverage.....	15
Section 6: School-related Injury.....	15
ARTICLE X – STRIKES AND LOCKOUTS.....	15
Section 1: Strikes.....	15
Section 2: Lockouts.....	16
ARTICLE XI – GRIEVANCE PROCEDURE.....	16
Section 1: Definition, Grievability.....	16

Section 2:	Aggrieved Person, Notice, Days	16
Section 3:	General Principles	16
Section 4:	Procedure for Adjustment of Grievances	17
ARTICLE XII – DURATION.....		19
GRIEVANCE FORM		20
GRIEVANCE FORM		21
GRIEVANCE FORM		22
GRIEVANCE FORM		23
GRIEVANCE FORM		24
APPENDIX A - Custodians.....		25
Section 1:	Sick and Personal Leave	25
Section 2:	Vacations.....	25
Section 3:	Work Week	25
Section 4:	Overtime	25
Section 5:	Snow Days & Call-in	26
Section 6:	Holiday/Vacation Time	26
Section 7:	Arriving Late.....	26
Section 8:	Emergency & Overtime Pay	26
Section 9:	Shifts & Times	26
Section 10:	Coffee Breaks	26
Section 11:	Wages.....	26
Section 12:	Health Benefits.....	27
Section 13:	Cash In-Lieu of Health Benefit	27
Section 14:	Vision.....	27
Section 15:	Dental.....	28
Section 16:	Long-Term Disability	28
Section 17:	Uniforms, Weather Related Wear, and Safety Equipment.....	28
Section 18:	Life Insurance.....	28
Section 19:	Severance Pay	28
Section 20:	Holidays.....	28
Section 21:	Criminal History Check.....	29
Section 22:	Attendance Incentive.....	29
Section 23:	Temporary Vacancies.....	29
Section 24:	Custodians Volunteering as Substitute Bus Drivers.....	29
Section 25:	Cell Phone Reimbursement	30
Section 26:	Duration	30

AGREEMENT

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

PREAMBLE

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

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

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

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

ARTICLE I - RECOGNITION

Section 1: Recognized Units

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

ARTICLE II - DEFINITION OF RIGHTS AND RESPONSIBILITIES

Section 1: Rights of the Employer

- A. It is agreed that all rights and prerogatives which ordinarily vest in and have been exercised by the Employer, except those which are relinquished herein by the Employer, shall continue to vest

exclusively in and be exercised exclusively by the Employer during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
 2. The right to establish, modify or change any work hours or number of work days, provided that the employer will bargain over the impact of any decision to reduce the number of work days to four (4) per week.
 3. The right to direct the working forces, including the right to hire, promote, transfer, discipline, and/or re-assign employees, assign work or duties to employees, determine the size of the work force, and to layoff employees.
 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work, the institution of new and/or improved methods or changes therein.
 5. Adopt reasonable rules and regulations and take any action(s) required by law.
 6. Determine the qualifications of employees.
- B. The exercise of the foregoing power, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement. The employer recognizes its obligation under the Michigan Public Employment Relations act to refrain from discrimination against Union members due to their exercise of protected rights.

Section 2: Rights of the Union

- A. The Union and its representatives shall have the right to use rooms in the school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Employer may make reasonable charge therefore. No charge shall be made for the use of rooms one (1) hour before the commencement of the school day nor until 7:00 p.m. of that day. Such use will require that the Union follow the established building scheduling procedures.
- B. The Union shall have the right to post notices of its activities and matters of Union concern on a bulletin board located in the break rooms. Said notices and other Union materials may also be circulated through office mail service. The Union shall identify its materials as Union publications.
- C. The Employer shall make available to the Union within a reasonable time statistics, records, work schedules or other information which the Union reasonably needs for preparation of bargaining demands for implementation of the terms of this Agreement or grievances. (It is understood that this provision in no way requires the Employer to compile materials in ways such material is

not normally compiled.)

- D. The Union president or his/her designee shall be permitted reasonable release time for Union business for the purpose of investigating and presenting grievances during work hours, provided that approval is secured by his/her immediate supervisor.

ARTICLE III – DISCIPLINARY ACTION

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

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

- E. If discharge of an employee is to be considered because of deficiencies observed in the employee's work, such action must be preceded by:
 - 1. Observation of the deficiencies by the employee's immediate supervisor through the evaluation process described elsewhere in this Agreement.
 - 2. Direction that the employee must improve and the consequences of failure to do so.

3. Opportunity for the employee to make improvements.
4. Assistance from the immediate supervisor and/or administrators and Employer resources to help the employee improve.

ARTICLE IV – EVALUATIONS

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

ARTICLE V – PERSONNEL FILES

- A. An employee shall be permitted to inspect the contents of his/her personnel file. A Union representative may be present if requested by the employee. Only one file containing evaluative material shall be maintained for each employee.
- B. The employee shall sign, date, and receive any materials placed in the file which constitute disciplinary action, substantiated negative or adverse comments, personnel evaluations or other documents which it is necessary to establish that the employee has received.
- C. All material making adverse reference to an employee's competence, character, or manner shall be placed in a file only with an employee's knowledge within a reasonable time after receipt of discovery of said material. An employee shall have the right to attach his/her comments thereto within a reasonable period of time.
- D. Employees may request that the Superintendent of Schools remove any disciplinary actions from the employees file after one year.

ARTICLE VI – SENIORITY, VACANCIES, LAYOFF AND RECALL

Section 1: Seniority

- A. Seniority shall be defined as length of service in the unit and classification, exclusive of layoff and/or unpaid leave periods. During layoff and/or unpaid leave periods, seniority shall not continue to accrue but shall be frozen from the commencement date to the termination date of the layoff and/or leave.

- B. Probationary employees retained in excess of the probationary duty days shall have seniority from first date of hire.
- C. All seniority is lost when there is a severance of employment unless due to layoff.
- D. The seniority list shall be published and copies furnished to the union at the beginning of the school year.

Section 2: Vacancies

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

Section 3: Layoffs

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

Section 4: Classifications

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

Section 5: Recall

- A. Registered or certified letters of recall shall be sent to the last address the employee listed with the Employer as his/her mailing address.

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

ARTICLE VII – SPECIAL CIRCUMSTANCES

Section 1. Student Discipline

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

Section 2: Assault

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

Section 3: Parent Complaints

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

Section 4: Employee Handbook

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

Section 5: Health and Safety

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

Section 6: Hiring Substitutes

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

Also – see appropriate appendix.

ARTICLE VIII – SICK LEAVE AND OTHER LEAVES

Section 1: Sick leave

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

Section 2: Personal Leave

An employee planning to use a personal leave day or days shall request permission from the Employer at least two (2) working days in advance but is encouraged to provide as much advance notice as possible,

except in cases of emergency. Personal leave shall not be used for recreation, vacation, or shopping trips and shall not be taken on a work day preceding or succeeding a vacation or holiday nor if the employee can make arrangements to avoid its use. Unused personal days will be added to the employee's accumulative sick day total at the end of the year.

Section 3: Jury Duty

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

Section 4: Extended Child Care Leave

- A. An Extended Child Care Leave without pay shall be granted to any employee, provided that the employee applies in writing to the Employer at least thirty (30) days prior to the date such leave is to commence, except in the case of emergency.
- B. The employees' request for leave shall include the beginning date of the requested leave and shall include the employee's date of return.
- C. An Extended Child Care Leave shall be granted for up to a maximum of one (1) calendar year per child for the purpose of caring for the employee's newborn or adopted child,
- D. An Extended Child Care Leave which has been applied for and granted in anticipation of such need may be rescinded by the employee at any time prior to its commencement.
- E. An employee may make written application to the Superintendent of schools for reinstatement prior to expiration of the leave granted by the Employer. However, the Employer reserves the right in its sole discretion to approve accelerated termination of leave on the basis of each individual case.
- F. The employee will not receive seniority credit for the duration of the Extended Child Care Leave.
- G. Upon return from such leave, the employee shall be returned to the same position held prior to the leave or a comparable position if the same position no longer exists. If there is no vacancy, the layoff procedure will be implemented to determine who among the employees (including the returning employee) will fill the available positions.
- H. Failure to return from a leave on the date specified without reasonable cause shall be deemed a resignation unless mutually agreed upon by the Employer and the employee prior to said date.
- I. Extended Child Care Leave shall provide no experience credit on the salary grid. Upon return from leave, the employee shall be entitled to all benefits accrued to said leave.

Section 5: Funeral Leave

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

Section 6: FMLA

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

Section 7: Unpaid Leave

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

Section 8: Unpaid Leave Conditions

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

ARTICLE IX – BENEFITS

Section 1: Insurance Carrier

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

Section 2: Life Insurance

To be eligible for life insurance, employees must work at least 20 hours per week. The Employer will provide without cost for each employee identified above \$30,000.00 term life insurance including AD&D effective 30 days after hire.

Section 3: Coverage Termination

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

Section 4: Effective Date

Hospitalization and life insurance benefits for a new employee shall become effective thirty (30) days after the first day of employment.

Section 5: Double Coverage

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

Section 6: School-related Injury

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

ARTICLE X – STRIKES AND LOCKOUTS

Section 1: Strikes

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

Section 2: Lockouts

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

ARTICLE XI – GRIEVANCE PROCEDURE

Section 1: Definition, Grievability

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

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

- A. Discharge of employees in the bargaining unit during the probationary period shall not be grievable, provided:
 - 1. The employee is furnished with written evaluations based on direct observations, which evaluations specifically describe job-related deficiencies and contain constructive suggestions and/or methods for improvement under administrative guidance, and;
 - 2. The employee, prior to the date of discharge, receives a definite written statement containing the reasons for discharge, which reasons are based upon the prior written evaluations.

Section 2: Aggrieved Person, Notice, Days

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

Section 3: General Principles

- A. A grievance may be withdrawn at any level, but withdrawal shall not extend the time limits hereinafter specified. Grievances arising from the action of authority higher than the immediate supervisor may be initiated at step 3 of this procedure.
- B. Hearings and conferences held under this procedure shall be conducted at times other than when aggrieved persons are scheduled for duty, unless it is impossible or unreasonable to do so. If scheduled during duty hours, the employee involved shall suffer no loss of pay.
- C. Forms for filing and processing grievances shall be given appropriate distribution so as to facilitate the operation of the grievance procedure. Any written grievance not substantially in accordance with the grievance form may be rejected as improper and such rejection shall not extend the time limits.
- D. No decision or adjustment of a grievance shall be contrary to any provisions of this Agreement.

- E. Failure by the employee and/or the Union at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- F. If the Employer or its designated agents fail to communicate a decision on a grievance within the specified time limits the grievance may be appealed to the next step.
- G. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced to writing and signed by the parties. The arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.
- H. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
- I. The arbitrator shall have no power to establish salary scales or to change any salary.
- J. The arbitrator shall have no power to decide any question which, under this Agreement, is within the exclusive responsibility of the Employer to decide. In rendering the decision, the arbitrator shall give due regard to the responsibility of the Employer, and shall so construe this Agreement that there will be no interference with such responsibilities, except as they may be conditioned by this Agreement.
- K. The arbitrator shall have no power to interpret State or Federal law.
- L. No arbitrator shall hear more than one (1) grievance at any one hearing without mutual consent of the Employer and the Union.
- M. The Employer and the Union each shall bear the full costs of their representative counsel in the arbitration.
- N. The arbitrator's fees shall be assessed against the parties in a proportion to be determined by the arbitrator.
- O. It is the intention of the parties, where possible, that the issue(s) to be arbitrated, the relevant facts comprising the issue(s) and the remedy or remedies sought shall be jointly stipulated by the Employer and the Union, or if the parties are unable to agree to such stipulation, each party of interest shall submit a written stipulation of the issue(s) to the arbitrator in advance of the hearing date.
- P. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Employer, and the Union.

Section 4: Procedure for Adjustment of Grievances

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

- A. Step 1 - Informal Conference

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

B. Step 2 - Written Procedure, Immediate Supervisor

1. In the event the matter is not resolved informally, the grievance, stated in writing on the form provided for such purpose, may be submitted to the immediate supervisor within fifteen (15) days following the discovery of the act or condition forming the basis of the grievance, or within fifteen (15) days of when the grievant should reasonably have known of the act or conditions, whichever shall occur first.
2. Upon investigation of the issues involved, the immediate supervisor shall, within five (5) days following receipt of the grievance, communicate his/her decision in writing on the form provided, together with supporting reasons, to the principal, the Union representative, and to the aggrieved person, if any.

C. Step 3 - Written Procedure, Superintendent of Schools

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

D. Step 4 - Written Procedure, Board of Education

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

E. Step 5 - Mediation

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

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

F. Step 6 - Arbitration

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

ARTICLE XII – DURATION

This Master Agreement shall become effective upon ratification and remain in full force until June 30, 2018 (June 30, 2016 for secretaries). Either party can request a reopener of the Master Agreement to adjust benefits no later than April 15th.

An emergency financial manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575 may reject, modify, or terminate this Agreement as provided therein. (See Letter of Agreement)

LAKE CITY SUPPORT STAFF FEDERATION

BOARD OF EDUCATION LAKE CITY SCHOOLS

_____	_____
Custodial Unit	Date
_____	_____
Food Service Unit	Date
_____	_____
Bus Driver Unit	Date
_____	_____
Secretarial Unit	Date

_____	_____
Board President	Date
_____	_____
Board Secretary	Date
_____	_____
Superintendent	Date

GRIEVANCE FORM

Step 2

TO _____

Date Submitted _____

FROM _____

Date grievance

Discovered _____

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

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

Remedy Sought (specify)

Signature and Date

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

Signature and Date

Copies:

- Grievant (1)
- Employer (2)
- Union (3)

GRIEVANCE FORM

Step 3

TO _____

Date Submitted _____

FROM _____

Date grievance

Discovered _____

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

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

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

Signature and Date

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

Signature and Date

Copies:

Grievant (1)

Employer (2)

Union (3)

GRIEVANCE FORM

Step 4

TO _____

Date Submitted _____

FROM _____

Date grievance

Discovered _____

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

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

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

Signature and Date

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

Signature and Date

Copies:

- Grievant (1)
- Employer (2)
- Union (3)

GRIEVANCE FORM

Mediation (optional)

TO _____

Date Submitted _____

Date grievance

FROM _____

Discovered _____

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

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

Suggested dates _____

Union Signature and Date _____

Employer response (date for conference, etc.)

Signature and Date

Copies:

Grievant (1)

Employer (2)

Union (3)

GRIEVANCE FORM

Arbitration

TO _____

Date Submitted _____

FROM _____

Date grievance

Discovered _____

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

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

Suggested dates _____

Union Signature and Date _____

Employer response (date for conference, etc.)

Signature and Date

Copies:

Grievant (1)

Employer (2)

Union (3)

APPENDIX A - Custodians

Section 1: Sick and Personal Leave

Upon initial employment and each year thereafter, full-time employees shall be granted twelve (12) sick days and two (2) personal days (pro-rated during first year of employment). Unused sick days shall accrue to a maximum of ninety (90) days.

Section 2: Vacations

- A. Custodial employees shall be entitled to vacation time beginning in July of :
- | | |
|--------------------|---------------------------|
| Year One (1) | One (1) week (5 days) |
| Year Two (2) | Two (2) weeks (10 days) |
| Year Eight (8) | Three (3) weeks (15 days) |
| Year Fourteen (14) | Four (4) weeks (20 days) |
- B. Vacation time shall be based on a July 1st starting point. For all new employees, vacation time shall be pro-rated from the date hired after July 1st to June 30th of the next calendar year and shall be determined to be Year One.
- C. During Year One, beginning their third (3) month of employment, new employees shall receive pro-rated vacation time at a rate of .5 vacation days per month not to exceed five (5) days. It is considered Year Two when they begin their first full July 1st to June 30th term of employment.
- D. The vacation week shall be construed to mean the employee's regular work week with pay for forty (40) hours at regular rate.
- E. Vacations shall be established by the employer and shall take into consideration requests of the employees according to seniority. A staggering of vacation period will be allowed by the Superintendent of Schools to maintain a minimum of interference with the work schedule. Vacation periods are not accumulative from year to year.
- F. Failure of an employee to receive permission in advance to use vacation leave will result in loss of salary benefits for the period of that absence and may result in disciplinary action.

Section 3: Work Week

The standard work week for all full-time maintenance/custodial employees shall be established at forty (40) hours per week. The work week is established as five (5) consecutive days a week, Monday through Friday. The normal work day shall be eight (8) hours, excluding non-paid lunch periods. All maintenance/custodians shall remain in their respective buildings during this work time unless directed otherwise by his/her immediate Supervisor or the Superintendent of Schools. During the summer, the Superintendent of Schools may, in his/her sole discretion, authorize a work schedule option of four (4) ten-hour workdays.

Section 4: Overtime

When overtime is required of employees covered by this Agreement, they shall be rotated according to seniority. Any employee who does not accept overtime work when offered must wait until the rotation is completed before he/she can, again, claim overtime work. In the event that no employee accepts overtime work, the Employer may assign such work to employees on a rotating basis according to inverse seniority.

Section 5: Snow Days & Call-in

- A. When school is called off, commonly referred to as a “snow day,” by the appropriate school official, workers governed by this contract will not be required to work for the first two (2) days. Their wages and benefits will be paid for those days. Day-time custodians who report to work on either of the first two (2) snow days will be paid time-and-one-half for a minimum of two (2) hours or more, if worked.
- B. Employees will report to work on all additional days unless specifically told not to do so by the Superintendent of Schools. It is also understood that the Superintendent may choose to send the custodians home early, depending upon work load and/or weather conditions.
- C. Employees who cannot report to work or reports late after the first two (2) snow days will be charged time from vacation or personal days for that portion of time missed.
- D. On snow days the supervisor will establish a “show-up” time for all custodians. This time may vary slightly in order to cover district needs.

Section 6: Holiday/Vacation Time

Employees will not be charged for a vacation day falling on a holiday. Overtime work will be permitted only when authorized by the Superintendent of Schools.

Section 7: Arriving Late

Employees reporting late for their shift are not to work over to make it up. Deduction will be made for the amount of time they were late. The hour will be divided into four fifteen (15) minute segments.

Section 8: Emergency & Overtime Pay

Employees called in on an emergency basis shall be paid not less than two (2) hours overtime pay. Employees shall remain for as long as deemed necessary by an administrator or his/her immediate supervisor.

Section 9: Shifts & Times

- A. The shifts for Maintenance/Custodians during the school year and summer shall be determined by the Employer.
- B. General duties and shift assignments shall be covered by the appointed supervisor one (1) or two (2) weeks before the following dates: August 15, November 1, March 15 and May 15.

Section 10: Coffee Breaks

Two (2) coffee breaks of a maximum of fifteen (15) minutes each shall be allowed full-time employees. Allotted time for coffee breaks and lunch period is inclusive of any movement time.

Section 11: Wages

- A. Wages shall be as follows:

Year of Service	<u>2015/16</u>	<u>Longevity</u> <u>(Following</u> <u>10th/15th/20th</u> <u>Anniversary)</u>	<u>TOTAL</u>	<u>Night Premium</u> <u>(If Applicable)</u>
Probationary Period Year 1	\$12.95	0	\$12.95	0
2	\$13.97	0	\$13.97	\$0.10
3-10	\$15.30	0	\$15.30	\$0.20
11-15	\$15.30	\$0.24	\$15.54	\$0.20
16-20	\$15.30	\$0.34	\$15.64	\$0.20
21	\$15.30	\$0.43	\$15.73	\$0.20

Off-Schedule Pay: In addition to the hourly pay provided above, custodians will receive one \$250.00 off-schedule payment for the 2015-2016 school year.

A custodian volunteering as a Substitute Bus Driver shall be paid at his/her custodian's hourly rate or route rate, whichever is greater.

- B. The Employer reserves the right to place new employees at whatever salary level the Employer feels appropriate.
- C. Employees required to work on a holiday will receive payment at twice their hourly rate (double time) and overtime pay for Saturdays and/or Sundays.
- D. Overtime work will be permitted only when authorized by the Superintendent of Schools.
- E. Up to three (3) hours of overtime is authorized for home games during the basketball season. This is for the purpose of set-up, floor cleaning between games and clean-up of the gym, bathrooms, and hallways after the event. The supervisor may distribute this overtime between employees, as agreed upon by the employees.

Section 12: Health Benefits

The Board agrees to offer health insurance to eligible employees. An employee may elect single, double or full family coverage. The Employer contribution toward health insurance is based on the employee's weekly work schedule status (full-time, part-time, etc.). The Board shall pay no more than \$5,857.58 for single coverage, \$12,250.00 for double coverage, or \$15,975.23 for family coverage ("Board Maximum Costs").

Section 13: Cash In-Lieu of Health Benefit

There shall be no double coverage paid by the district. Employees not electing the health benefit will receive \$2,500 which may be utilized through the 125 Plan.

Any employee receiving cash-in-lieu of health insurance will be required to provide proof of health insurance coverage. If immediate family members work for the school district, only one of the family members may receive a health insurance benefit in the form of either health insurance or cash in-lieu. Those employees who qualify for cash in-lieu benefits will receive payments pro-rated and paid each pay period with required taxes deducted.

Section 14: Vision

Vision benefit will be MASB Set Plan 2 (SET-SEG) with \$100 frames. The Board may substitute equivalent benefit packages.

Section 15: Dental

The Board will provide dental benefit without cost up to \$800.00 for the employee and his/her family.

Section 16: Long-Term Disability

Upon appropriate written authorization, the Board will provide a long-term disability program for full-time custodians. (L.T.D. - 90 Days, 66% of wages, maximum of \$2,500 per month). A payment schedule will be established in accordance with the insurance carrier stipulations. If the custodian is disabled beyond the amount of sick days that he/she accumulated, it is understood that there will be no reduction in L.T.D. insurance premium payments.

Section 17: Uniforms, Weather Related Wear, and Safety Equipment

- A. Following six (6) months of employment, required uniforms (6 shirts and 6 pants) shall be issued to the employee. In the second year and each succeeding year thereafter, all employees shall be allowed \$100.00 for the purchase of a uniform item or items, i.e., shirts, pants, shorts, coat, etc. Any other purchased uniform items must be approved by the Superintendent.
- B. Employees required to work outdoors will be reimbursed up to \$65.00 each year for weather related apparel expenses.
- C. Custodians will be provided safety glasses – for changing fluorescent bulbs, etc.

Section 18: Life Insurance

The employer will provide, without cost for each custodian identified \$50,000 life insurance, including accidental death and dismemberment, effective 30 days after hire date. This replaces Article IX Section 2 of the Master Agreement.

Section 19: Severance Pay

At the conclusion of ten (10) years of employment in the district, severance pay for accumulated unused sick time up to 90 days for maintenance/custodial employees in good standing upon severance will be granted:

90 days = \$2,000
30 to 89 day = \$20.00 per day
1 to 29 days = \$15.00 per day

Section 20: Holidays

- A. Custodial employees will be entitled to the following holidays off with pay:
 - Labor Day
 - Deer Day (if school is not in session)
 - Thanksgiving Day
 - Friday following Thanksgiving
 - Christmas Eve Day

Christmas Day
New Year's Eve
New Year's Day
Good Friday (if school is not in session)
Memorial Day
Fourth of July

- B. If Christmas and New Year's fall on Thursday, the Friday after may be taken as a vacation day.
- C. Where such a holiday falls on Saturday, employees will be off work on the preceding Friday with pay. When a holiday falls on a Sunday, employees will be off work on the following Monday with pay.

Section 21: Criminal History Check

The "School Safety" Legislation of 2005 requires that, not later than July 1, 2008, the board of a school district request for each individual who, as of January 1, 2006, is either a full-time or part-time employee of the school district, a criminal history check from the criminal records division of the department of the state police.

To ensure compliance with this legislation, the district agrees to pay the fees charged for conducting this check.

Section 22: Attendance Incentive

Maintenance/custodial employees who do not use more than one (1) sick day during a given year shall be credited with one (1) additional day which can be taken as a vacation day.

Section 23: Temporary Vacancies

When temporary vacancies occur, they will be filled on the basis of seniority and qualifications without undue interference with the regular work schedule. All shift openings must be posted. When permanent vacancies occur and no employee bids on the shift opening, the last individual employed can be assigned to the posted vacancy.

Section 24: Custodians Volunteering as Substitute Bus Drivers

- A. An Evening Custodian volunteering as a Substitute Bus Driver will not be called in for any morning bus driving.
- B. Custodians may volunteer to drive a school bus for the district as a Substitute Bus Driver providing that they are only to be called to drive if no other Substitute Driver can be found.
- C. Custodians volunteering as a Substitute Bus Drivers are not to be called to drive on a date when a "home" indoor sporting event is being held in his/her respective building—providing the Facilities Director/Custodial Supervisor concurs.
- D. Custodians volunteering as Substitute Bus Drivers are not to be called in to drive on a date when a "special event" such as Graduation, Christmas Concert, Parent-Teacher Conferences, Open House, etc., is being held in his/her respective building – providing the Facilities Director/Custodial Supervisor concurs.
- E. The Transportation Director must contact the Facilities Director (custodial supervisor), or Superintendent

or designee if the Facilities Director is unavailable, to collaborate on the work schedule of the Custodian volunteering as a Substitute Driver.

F. Custodians volunteering to drive a bus will be paid as per contract for any overtime that is the result of extended hours beyond their regular shift hours.

Section 25: Cell Phone Reimbursement

If custodians are required to carry a cell phone in order to fulfill their work duties, the Board will either provide the employee with a district cell phone or will provide an \$8.00 per month reimbursement to offset employee-owned cell phone costs related to district-required communication.

Section 26: Duration

Upon ratification by both parties, this Agreement shall be effective on the day it is ratified by both the Union and the Board, and it shall remain in full force and effective until June 30, 2015 with annual openers to consider possible changes in carrier, policy changes and financial adjustment to the health insurance benefits and wages adjustments (Sections 11 and 12).

LAKE CITY SUPPORT STAFF FEDERATION

BOARD OF EDUCATION
LAKE CITY AREA SCHOOLS

Custodial Unit Date

Board President Date

Board Secretary Date

Superintendent Date