
2021 – 2026 COLLECTIVE BARGAINING AGREEMENT



BETWEEN THE

BOARD OF EDUCATION OF THE SCHOOL

DISTRICT OF THE

CITY OF LINCOLN PARK

AND THE

A.F.S.C.M.E. COUNCIL 25, LOCAL 849

TABLE OF CONTENTS

AGREEMENT	1
PURPOSE AND INTENT	1
ARTICLE 1: RECOGNITION	1
1.100 EMPLOYEES COVERED.....	1
ARTICLE 2: AID TO OTHER UNIONS	2
ARTICLE 3: VOLUNTARY UNION MEMBERSHIP	2
3.100 RIGHT TO WORK.....	2
ARTICLE 5: REPRESENTATION	2
5.100 NUMBER OF REPRESENTATION AREAS.....	2
5.200 STEWARDS AND ALTERNATE STEWARDS.....	2
5.300 SPECIAL CONFERENCES.....	3
5.400 NEGOTIATING COMMITTEE.....	3
5.500 GRIEVANCE REPRESENTATION.....	3
ARTICLE 6: GRIEVANCE PROCEDURE	4
6.100 DEFINITION.....	4
6.200 WRITTEN PROCEDURE.....	4
6.300 STEP ADVANCE.....	5
6.400 TIME LIMITS.....	5
6.500 UNION REPRESENTATION.....	5
6.600 SETTLEMENT IMPLEMENTATION.....	5
6.700 SIMILAR GRIEVANCE.....	5
ARTICLE 7: DISCHARGE AND DISCIPLINE	6
7.100 DISCIPLINARY PROCEDURE.....	6
7.200 PROBABLE CAUSE.....	6
7.300 NOTICE OF DISCHARGE OR DISCIPLINE.....	7
7.400 APPEAL OF DISCIPLINE OR DISCHARGE.....	7
7.500 USE OF PAST RECORD.....	7
7.600 PERSONNEL FILE.....	7
ARTICLE 8: SENIORITY -- EARNING, LOSING, OUT OF UNIT	8
8.100 DEFINITION.....	8
8.200 PROBATIONARY EMPLOYEES.....	8
8.300 UNION OFFICERS.....	8
8.310 SENIORITY OF STEWARDS.....	8
8.320 SENIORITY OF OFFICERS.....	9
8.400 SHIFT PREFERENCE.....	9
8.500 OUT OF BARGAINING UNIT.....	9
8.600 SENIORITY LISTS.....	9
8.700 LOSS OF SENIORITY.....	9
ARTICLE 9: PROMOTIONS, TRANSFERS, VACANCIES (EXCEPT GSRP AND PART-TIME)	10
9.100 PROMOTIONS.....	11
9.200 WORKING OUT OF CLASSIFICATION.....	11
9.300 TRANSFERS.....	11
9.310 TEMPORARY TRANSFERS.....	11
9.320 WORK LOCATION TRANSFER.....	11

9.400 VACANCIES.....	12
9.500 PARAPROFESSIONALS.....	12
9.600 PARAPROFESSIONAL TRANSFERS.....	12
9.700 INTERVIEWS.....	13
ARTICLE 10: HOURS - SHIFT PREMIUM.....	13
10.100 HOURS.....	13
10.200 LUNCH PERIODS - COFFEE BREAKS.....	13
10.300 SHIFT PREMIUM.....	14
10.400 CLOSED SCHOOL HOURS.....	14
10.600 OUTSIDE EMPLOYEE HOURS.....	14
10.700 SUMMER WORK PREFERENCE.....	14
10.800 BOARD AGENDA.....	14
ARTICLE 11: OVERTIME AND EQUALIZATION OF OVERTIME.....	15
11.100 DEFINITION.....	15
11.200 RATE - REGULAR AND HOLIDAY.....	15
11.300 EQUALIZATION PROCEDURE.....	15
ARTICLE 12: LAY-OFF AND RECALL.....	16
12.100 LAY-OFF PROCEDURES.....	16
12.200 RECALL PROCEDURES.....	16
ARTICLE 13: RATES AND CLASSIFICATIONS.....	17
13.100 POSITION CLASSIFICATIONS.....	17
13.200 NEW CLASSIFICATION.....	18
13.300 PROCEDURES.....	18
ARTICLE 14: SICK/PERSONAL LEAVES/LEAVES OF ABSENCE.....	19
14.100 SICK/PERSONAL LEAVE.....	19
14.130 ATTENDANCE INCENTIVE.....	19
14.200 ON-THE-JOB INJURIES.....	20
14.300 PAID LEAVES.....	20
14.310 FUNERAL LEAVE.....	20
14.320 JURY DUTY.....	20
14.330 PERSONAL BUSINESS LEAVE.....	20
14.340 UNION LEAVE.....	21
14.400 UNPAID LEAVES.....	21
14.500 EXTENDED SICK LEAVE.....	21
14.600 LEAVE FOR UNION BUSINESS.....	21
14.700 MATERNITY LEAVE.....	22
14.800 VETERANS.....	22
14.830 VETERANS LAW.....	22
14.900 EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.....	22
ARTICLE 15: VACATIONS.....	23
15.100 EARNING.....	23
15.200 RATE DURING VACATION.....	23
15.300 VACATION PERIOD.....	23
ARTICLE 16: HOLIDAYS.....	25
16.100 HOLIDAYS.....	25
16.200 HOLIDAY PAY RATE.....	26

ARTICLE 17: INSURANCE COVERAGE	26
17.100 HOSPITALIZATION COVERAGE.....	26
17.200 DENTAL COVERAGE.....	27
17.300 OPTICAL COVERAGE.....	28
17.400 LIFE COVERAGE.....	28
17.500 NEW EMPLOYEES.....	28
17.600 SHORT TERM DISABILITY INSURANCE.....	28
17.700 FLEX SPENDING.....	28
17.800 LONG TERM DISABILITY.....	28
ARTICLE 18: MILEAGE - ALLOWANCES - REIMBURSEMENTS	29
18.100 LICENSES.....	29
18.200 MILEAGE.....	29
18.300 COMPENSATORY ALLOWANCE.....	29
18.400 TUITION REIMBURSEMENT.....	29
18.500 REQUIRED MEDICAL TEST.....	29
18.700 EMPLOYEE DRESS.....	29
ARTICLE 19: LONGEVITY	30
19.100 LONGEVITY.....	30
ARTICLE 20: GENERAL PROVISIONS	31
20.100 BULLETIN BOARDS.....	31
20.200 UNION USE OF SCHOOL PREMISES.....	31
20.300 SUPPLEMENTAL AGREEMENTS.....	31
20.400 ACT OF GOD DAYS.....	31
20.500 WORKING CONDITIONS.....	31
20.520 JOINT SAFETY COMMITTEE.....	31
20.530 TRANSPORTATION OF STUDENTS.....	31
20.600 ASD PARAPROS.....	32
ARTICLE 21: EMPLOYEE RIGHTS AND RESPONSIBILITIES	32
ARTICLE 22: BOARD RIGHTS AND RESPONSIBILITIES	32
ARTICLE 23: TERMINATION AND MODIFICATION OF AGREEMENT	33
23.130 NOTICE OF TERMINATION OR MODIFICATION.....	33
PART-TIME CAFETERIA NON-WAGE PROVISIONS	34
ARTICLE P3: PROMOTIONS/TRANSFERS/VACANCIES	34
P3.100 PROMOTIONS.....	34
P3.200 WORKING OUT OF CLASSIFICATION.....	34
P3.300 TRANSFERS.....	35
P3.310 TEMPORARY TRANSFERS.....	35
P.3320 WORK LOCATION TRANSFER.....	35
P3.400 VACANCIES.....	35
ARTICLE P7: LEAVES OF ABSENCE	36
P7.800 BEREAVEMENT.....	36
ARTICLE P8: GENERAL PROVISIONS	36
P8.400 PAID HOLIDAYS.....	36
P8.500 UNIFORMS.....	36
GREAT START READINESS PROGRAM (GSRP)	37

ARTICLE G5: GENERAL PROVISIONS	37
G5.400 HEALTH AND SAFETY.....	37
G5.700 UNION RIGHTS.....	37
G5.900 PERSONNEL FILES.....	37
ARTICLE G6: REPRESENTATION	38
ARTICLE G7: HOURS OF EMPLOYMENT	38
G7.500 HOURS OF EMPLOYMENT.....	38
ARTICLE G8: WORKING CONDITIONS	39
G8.100 TELEPHONE USE.....	39
G8.200 UNION USE OF SCHOOL FACILITIES.....	39
G8.300 UNION USE OF INTER-SCHOOL MAIL SERVICE AND FAX.....	39
ARTICLE G11: EVALUATIONS	39
ARTICLE G18: MISCELLANEOUS	40
G18.100 FINANCIAL INFORMATION.....	40
G18.200 MISCELLANEOUS COMPENSATION - PERSONAL EXPENSES.....	40
SCHEDULE A: HOURLY PAY RATES	41
SIGNATURES.....	58

AGREEMENT

This Agreement entered into this 11th day of August, 2021, between the Board of Education for the School District of the City of Lincoln Park (hereinafter referred to as the (“Employer”) and the American Federation of State, County and Municipal Employees, and Council 25 and its affiliate Local Union #849 (hereinafter referred to as the (“Union”).

PURPOSE AND INTENT

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

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

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

ARTICLE 1: RECOGNITION

1.100 EMPLOYEES COVERED

- 1.110 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described below.
- 1.120 Further, pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all permanent part-time employees (working less than four (4) hours) employed by the Lincoln Park Public Schools Cafeteria Food Program at the Lincoln Park High School. For the purpose of this Agreement, this group is defined as: Kitchen Helpers, Part-time Kitchen Helpers, Food Service Handlers, Cashiers, and GSRP are recognized as separate units of this Agreement.
- 1.130 It is understood that the following employees in the Lincoln Park School District are excluded from this contract: noon aids, crossing guards, confidential secretaries or executive assistants.

ARTICLE 2: AID TO OTHER UNIONS

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

ARTICLE 3: VOLUNTARY UNION MEMBERSHIP

3.100 RIGHT TO WORK

Each employee shall have the right to join, or not to join, the Union as he/she individually prefers, it being agreed that there shall be no discrimination or coercion by the Employer or by the Union in connection with the decision of the individual employee.

The Employer agrees that it will not interfere with the free choice of any employee regarding the decision to join, not join, or to continue or discontinue membership in the Union, and further agrees that it will in no way discriminate in favor or against any employee because of his/her status or membership in the Union. The Union agrees that its members and representatives will not abuse or threaten any employee in an effort to persuade him/her to join, or to remain a member of the Union.

ARTICLE 5: REPRESENTATION

5.100 NUMBER OF REPRESENTATION AREAS

5.110 The number of units in the bargaining unit will be listed in Article 13 of this Agreement. The Employer and the Union may address this topic from time to time by agreement.

5.120 It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

5.200 STEWARDS AND ALTERNATE STEWARDS

5.210 In each area employees shall be represented by one (1) Steward, or an Alternate Steward in the absence of the Steward, who shall be a regular employee and working in the area.

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

5.300 SPECIAL CONFERENCES

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

5.400 NEGOTIATING COMMITTEE

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

5.500 GRIEVANCE REPRESENTATION

5.510 The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

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

ARTICLE 6: GRIEVANCE PROCEDURE

6.100 DEFINITION

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

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

6.200 WRITTEN PROCEDURE

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

- Step 1: Within twenty (20) working days of the occurrence of the facts on which the grievance is based, the Union will file a written grievance on the accepted grievance form for the employee with his/her immediate Supervisor. The immediate Supervisor will give a written reply within seven (7) working days after the grievance is received.
- Step 2: Within five (5) working days after delivery of the Supervisor's decision, the grievance may be appealed to the Superintendent. The appeal shall be in writing and shall set forth specifically the alleged violation of the contract provision on which the grievance is based. Within twenty (20) working days after delivery of the appeal, the Superintendent, or designee, shall investigate the grievance and shall communicate a decision, in writing, together with supporting reasons, to the Union. As a part of the Superintendent's investigation, the Superintendent, or designee shall arrange for a hearing to be attended by no more than three (3) Union representatives.
- Step 3: If the Union is dissatisfied with the decision of the Superintendent or his/her designee, either the Union or the Board may request, in writing to the other, that the matter be submitted to non-binding mediation with the Michigan Employment Relations Commission. Such request for mediation must be made no more than twenty (20) workdays after delivery of the Superintendent's disposition. For mediation to occur, the mediation request must be agreed upon in writing by the other party not more than ten (10) workdays following receipt of the request.
- Step 4: If the Union is dissatisfied with the decision of the Superintendent or his/her designee, or if the mediation process does not resolve the grievance, the Union may refer the matter to arbitration by delivering written notice of its filing with the American Arbitration Association to the Superintendent within forty-five (45) working days after the Union's receipt of the decision of the Superintendent or his/her designee or within thirty (30) days of the termination of the mediation process. The arbitrator shall be selected from the panel of arbitrators furnished by the American Arbitration Association, and the arbitration shall be conducted under the rules of the American Arbitration Association. The fees and expenses of

the arbitrator shall be shared equally by the Board of Education and the Union. The arbitrator shall confine his/her decision to the sole question of whether or not there has been a violation of the Agreement and, if he/she finds a violation, the appropriate relief.

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

6.300 STEP ADVANCE

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

6.400 TIME LIMITS

6.410 Failure to commence to process the grievance within the time limits set forth shall bar the grievance.

6.420 Failure to appeal a decision to the next step within the time limits set forth shall constitute acceptance of the last written decision and shall bar future action on that particular grievance.

6.430 A grievance not answered timely by the Employer will automatically advance to the next step of the grievance procedure.

6.440 A grievance may be withdrawn, without prejudice, and, if so withdrawn, all financial liabilities shall be annulled.

6.500 UNION REPRESENTATION

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

6.600 SETTLEMENT IMPLEMENTATION

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

6.700 SIMILAR GRIEVANCE

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

ARTICLE 7: DISCHARGE AND DISCIPLINE

7.100 DISCIPLINARY PROCEDURE

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

- 7.110 Verbal Warning
Written Warning
Suspension – not to exceed three (3) days
Suspension – not to exceed ten (10) days
More Severe Discipline
- 7.120 Nothing in the above procedure, however, prevents the employer from appropriately disciplining an employee should circumstances warrant.
- 7.130 Nothing in the above procedure prevents the employer from corrective counseling meetings with employees.
 - 7.131 Times and dates of any such counseling meetings may be recorded, however, any discussion during such meeting must be kept confidential by the employer, with the exception of union representation, unless otherwise approved by the affected employee.

7.200 PROBABLE CAUSE

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

- 7.210 Continued refusal or continued failure to accept or perform work assigned during regularly scheduled hours, in accordance with the provisions of this Agreement.
- 7.220 Intoxication, drinking, or possession of alcoholic beverages on the job or on the employer's property.
- 7.230 A.W.O.L. (absent without leave) no notification to employer (exceptions may be made should circumstances warrant).
- 7.240 Continued or repeated insubordination.
- 7.250 Falsifying time sheets.
- 7.260 Fighting or intimidating of school employees or administration.
- 7.270 Substance Abuse.
- 7.280 Continued unpaid absence over and above contracted allowance.

7.300 NOTICE OF DISCHARGE OR DISCIPLINE

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

7.400 APPEAL OF DISCIPLINE OR DISCHARGE

Should the discharged or disciplined employee or the steward consider the discharge to be improper, a complaint shall be presented in writing through the steward to the Employer within five (5) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be advanced to the third step of the grievance procedure.

7.500 USE OF PAST RECORD

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

7.600 PERSONNEL FILE

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

- 7.630 The personnel file is an employer document and as such, functioning as a repository for transitional documents subject to periodic addition and removal without notification to the employee as long as it does not violate Section 7.610.

ARTICLE 8: SENIORITY – EARNING, LOSING, OUT OF UNIT

8.100 DEFINITION

- 8.110 Seniority shall begin on the date of employment by HR letter of assignment to a union classified position (as defined in Article 1) if there is no BOE resolution, but shall not take effect until the employee has been employed for ninety (90) calendar days, at which time he/she shall be certified as a permanent employee. Such seniority shall be designated as “District Seniority” on the seniority list.
- 8.120 This definition shall apply throughout this collective bargaining agreement whenever the term “seniority” is used.
- 8.130 For part-time employees hired on or after September 7, 2011, seniority for part-time employees shall be granted and shall accumulate in such proportional amounts as their actual hours of work bear to full-time employment.

8.200 PROBATIONARY EMPLOYEES

- 8.210 New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee finishes the probationary period by accumulating ninety (90) calendar days, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) calendar days prior to the day he/she completed the probationary period. There shall be no seniority among probationary employees. By mutual agreement, the probationary period may be extended for cause. Any probationary employee may be discharged without notice.
- 8.220 The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of the Agreement, except discharged and disciplined employees for other than Union activity.

8.300 UNION OFFICERS

8.310 SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in their area which they can satisfactorily perform and shall be recalled to work in the event of a layoff, on the first open job in their area which they can satisfactorily perform.

8.320 SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the President, Vice President, Financial Secretary and Recording Secretary of the Local Union shall, in the event of layoff only, be continued at work at all times when one or more division or fractions thereof are at work, provided they can satisfactorily perform any of the work available. Such officer shall have demonstrated an active participation in representing the general membership in the grievance procedure outlined in Article 6.

8.400 SHIFT PREFERENCE

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

8.500 OUT OF BARGAINING UNIT

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

8.600 SENIORITY LISTS

8.610 Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

8.620 The seniority list on the date of this agreement will show the names and job titles of all employees of the unit entitled to seniority.

8.630 The employer will keep the seniority list up-to-date at all times and will provide the Local Union President with up-to-date copies, upon request.

8.700 LOSS OF SENIORITY

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

8.710 He/she quits.

8.720 He/she is discharged and the discharge is not reversed through the grievance procedure.

8.730 He/she is absent for five (5) consecutive working days without notifying the Employer; in proper cases, exceptions shall be made by the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

8.740 He/she does not return to work when recalled from layoff as set forth in the recall procedure. Exceptions may be made by the Employer.

- 8.750 Return from sick leave and leaves of absence will be treated the same as 8.730 above. If the employee takes a leave of absence, his/her seniority shall be adjusted.

ARTICLE 9: PROMOTIONS, TRANSFERS, VACANCIES
(except GSRP and Part-Time)

9.100 PROMOTIONS

- 9.110 Promotions within the bargaining unit shall be made on the basis of seniority and qualification (with the exception of probationary employees). However, in the event that there are no qualified applicants, probationary employees may be considered. Promotions to interview positions (except Board Office custodial position), will be based on the recommendation of a committee composed of representatives of Local 849 and representatives of the Board of Education.
- 9.111 Employees granted lateral transfers within classification shall spend at least one year in said position before they shall be granted another lateral transfer.
- 9.112 For all full-time cafeteria positions, new full-time cafeteria employees shall not have any bidding rights for promotional purposes for one (1) year. However, in the event that there are no bids within the cafeteria classification, new full-time or part-time employees may exercise bidding rights.
- 9.120 If a job vacancy is required to be posted it will be posted within a seven (7) day period, for a period of seven (7) calendar days, via district email. Eligible employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion, who is qualified, shall be granted a trial period, not to exceed sixty (60) working days, to determine:
- 9.121 Desire to remain on the job.
- 9.122 Ability to obtain a license, if required. (Must have one (1) year seniority for engineer and assistant engineer position or show Boiler Operator's license or equal). The Employer will pay for the tuition for this class after proof of successful completion of the course is submitted.
- 9.130 In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee, if requested.
- 9.140 During the trial period, the employee shall have the opportunity to revert back to his/her former classification. If an employee voluntarily reverts back to his/her former classification during the trial period on his/her own accord, he/she will lose the opportunity to bid for one (1) year.

- 9.150 If the employee is unsatisfactory in the new position, the employer shall have the opportunity to move the employee back in his/her former classification during the first 60 work days. Notice and reasons of such move shall be submitted to the Union in writing by the Employer, with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.
- 9.160 During the first 60 work day period, the employee will receive the rate of the job he/she is performing.

9.200 WORKING OUT OF CLASSIFICATION

- 9.210 Employees required to work in a higher classification for four (4) hours or more shall be paid the rate of the higher classification.
- 9.220 Employees required to work in a lower classification will receive their regular classification rate of pay.
- 9.230 Any employee that applies and is awarded to work outside of their classification as a summer maintenance worker shall be paid \$12 per hour
- 9.240 The District can direct a paraprofessional who meets the requirements to work as a substitute teacher to fill a vacancy as deemed appropriate by the District.

9.300 TRANSFERS

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

9.310 TEMPORARY TRANSFERS

Employees who transfer to a different classification shall continue to accrue seniority.

9.320 WORK LOCATION TRANSFER

- 9.321 If and when operations of divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location exchange will be considered in such cases. The Superintendent's decision is final.
- 9.322 The employer agrees that in any movement of work not covered above, it will be discussed with the Union in order to provide for the protection of the seniority of the employees involved.
- 9.323 Displacement is defined as the movement of work as a result of a building closing, a reduction in personnel or other involuntary situation.

- 9.324 In the event that a Local 849 employee is displaced from his/her position, he/she may choose an open position of equal or lesser rate of pay, or bump the employee within his/her classification with the lowest seniority, provided he/she meets the qualifications of such position. The Superintendent's decision is final.
- 9.325 A displaced employee bumping to another classification must bump the employee within this classification with the lowest seniority.
- 9.326 Employee's that are displaced may not bump to a classification with a higher rate of pay.

9.400 VACANCIES

- 9.410 "Temporary vacancy" is defined as vacancy that is expected to be not more than one calendar year. After one year the vacancy shall be posted as a permanent position subject to the provisions of Section 14.500.
- 9.420 Temporary vacancies other than the Engineer or Assistant Engineer' shall be filled with the first available substitute custodian. The substitute custodian shall fill the vacancy until the custodial employee returns or in the case of a permanent vacancy a replacement is hired.
- 9.430 Temporary vacancies for the Engineer position shall be offered to the building Assistant Engineer first. The employee filling the Engineer's position shall receive that rate of pay until the Engineer returns or the position is filled.
- 9.440 Temporary vacancies that are filled by the Assistant Engineer that assumes the position of the Engineer, the Senior building afternoon custodian may assume the position of the Assistant Engineer at the Assistant Engineer rate of pay until the Assistant resumes his/her regular duties.
- 9.450 All temporary vacancies that create a position in a building shall be filled with a substitute employee until the employee returns.
- 9.460 Employees applying for positions in the Business Office Group shall meet the minimum qualification.

9.500 PARAPROFESSIONALS

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

- 9.600 It is recognized by both parties that the movement of paraprofessionals due to decline in enrollment without reasonable advance notice is bad for morale. In an effort to promote a harmonious work relationship, the Employer agrees to make every attempt and when possible to provide not less than five (5) working days' notice to the effected employee.
- 9.610 Annually, management will provide each paraprofessional with an opportunity to complete a voluntarily transfer request using the following procedure:

- 9.611 The paraprofessional will complete a voluntary transfer form provided by the district. This form must be completed by a designated date established by management.
- 9.612 Upon expiration of the designated completion date, management will meet with union leadership and discuss any potential transfer to be granted. During this discussion, the paraprofessionals qualifications and seniority will be considered. The decision to grant a transfer will be the sole discretion of management.
- 9.613 After the completion of the transfer process, those members to be transferred will be provided with notification of their assignment and effective date.
- 9.614 A paraprofessional can only be voluntarily transferred once per school year.

9.700 INTERVIEWS

It is understood that certain positions are subject to interview. These include engineer at the high school and the middle school, assistant engineer, custodian at the Board of Education Office, and all employees in the Skilled Utility Group. All middle school principal secretary positions, high school principal secretary positions are subject to interview.

- 9.710 It is understood that all secretary, and building engineer, and assistant engineer positions are subject to interview, taking seniority and qualifications into consideration. Interviews will be held with all secretaries and engineers (custodians) that apply from internal applicants. Interviews will be held with current district secretaries and engineers (custodians), leaving no secretary or engineer (custodian) without a position. If no current district secretary or engineer (custodian) applies for the position the district may hire from outside the current secretarial or engineer (custodian) pool.

ARTICLE 10: HOURS – SHIFT PREMIUM

10.100 HOURS

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

10.200 LUNCH PERIODS - COFFEE BREAKS

- 10.210 All employees are paid for a 30 minute uninterrupted lunch period. It is understood that secretaries and paraprofessionals may leave the work site.

10.300 SHIFT PREMIUM

10.310 Employees working the second (afternoon) shift shall receive, in addition to their regular pay, twenty cents (\$.20) per hour additional compensation. Employees working the third (midnight) shift shall receive, in addition to their regular pay, thirty cents (\$.30) per hour compensation.

10.320 The first shift shall start no earlier than 6:00 a.m. and no later than 11:59 a.m. The second shift shall start no earlier than 12 noon and no later than 3:00 p.m. The third shift shall start no earlier than 9:00 p.m. and no later than 2:00 a.m. The current starting and quitting times will remain in effect. Exceptions may be made for regularly scheduled activities provided starting times are not varied by more than two (2) hours.

10.400 CLOSED SCHOOL HOURS

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

10.600 OUTSIDE EMPLOYEE HOURS

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

10.700 SUMMER WORK PREFERENCE

All summer vacancies in the secretarial representation area, which the Board determines to fill, shall be offered to non-fifty-two week employees prior to hiring outside the bargaining unit. Said offer shall be made in accordance with Section 9.100 of this Agreement. When a forty through forty-four week secretary is "held over" or "started early" the employee currently holding that position will have the right of refusal to work the extended hours.

10.800 BOARD AGENDA

The administration will provide the Union President with a Board of Education Meeting Agenda on the Friday prior to the scheduled meeting via e-mail, if requested. It is understood that all advance agendas are subject to last minute additions, deletions, and reworkings.

ARTICLE 11: OVERTIME AND EQUALIZATION OF OVERTIME

11.100 DEFINITION

- 11.110 Overtime hours, which are hours worked in excess of forty (40) hours per week, shall be divided as equally as possible among employees in the same classification in their building. An up-to-date list showing overtime hours will be posted in a prominent place in each building.
- 11.120 Management has the right to set hours in anticipation of scheduled needs during sinking fund construction programs.

11.200 RATE – REGULAR AND HOLIDAY

- 11.210 Employees called to report for work on other than their regular shifts will receive a minimum of two and one-half (2 & 1/2) hours pay at one and one-half (1 & 1/2) times their regular rate, except on paid holidays when the rate shall be double time.
- 11.220 Weekend and holiday building inspection shall be divided equally between day and afternoon engineers and assistant engineers and paid at the rate of paid at the rate of (\$15) per day per building for secondary buildings and (\$12) per day per building for elementary buildings.
- 11.230 When heating plants are not in operation, building inspections shall cease. Any and all inspections will be made at the discretion of the Director of Buildings and Grounds and will be worked out on an over-all basis among the engineer, assistant engineer and custodian classifications. No additional compensation shall be paid when a regular employee is on duty on a Saturday, Sunday or holiday.

11.300 EQUALIZATION PROCEDURE

- 11.310 When overtime is required and cannot be worked from within the building, employees shall be called from an availability list maintained by the Director of Buildings and Grounds. Any employee interested in working overtime shall make application to have his/her name placed on said list.
- 11.320 Whenever overtime is required, the person with the least number of overtime hours in that classification within his/her building will be called first and so on down the list in an attempt to equalize the overtime hours. Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases, employees will be called on the basis of least hours of overtime in their classification, provided they are capable of doing the work.

- 11.330 For the purpose of this clause, any employee who did not work because he/she was unavailable, or did not choose to work, will be charged the number of overtime hours of the employee who worked during that period.
- 11.340 Any employee who has changed classifications will be charged with the highest number of overtime hours that exist in the new classification on the day he/she was reclassified.

ARTICLE 12: LAY-OFF AND RECALL

12.100 LAY-OFF PROCEDURES

- 12.110 The word "lay-off" means a reduction in the working force due to a decrease of work or budgeting limitations.
- 12.120 If it becomes necessary for a lay-off, the following procedure will be mandatory. Probationary employees will be laid off on a school district-wide basis. Seniority employees will be laid off according to seniority as defined in Section 12.150. In proper cases exceptions may be made. Disposition of these cases will be proper matter for the grievance procedure.
- 12.130 Employees subject to lay-off may bump to a classification with an equal or lower rate of pay, provided they meet the qualifications necessary to perform the duties of that classification. Employees may not bump to a classification with a higher rate of pay.
- 12.140 Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of lay-off. The local Union Secretary shall receive a list from the employer of the employees being laid off on the same date the notices are issued to the employees.
- 12.150 Seniority shall be used on a school district-wide basis within classification, in accordance with the definition of seniority in Section 8.110. Low seniority employees are to be laid off first.

12.200 RECALL PROCEDURES

- 12.210 When the work force is increased after lay-off, employees will be recalled according to seniority, as defined in Section 12.150. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within fourteen (14) calendar days from date of mailing of notice of recall, he/she shall be considered as quit. Extensions may be granted by the Employer in proper cases.
- 12.220 If the notice of recall indicates that the employee is to return to permanent employment, and he/she returns to work, he/she shall be entitled to notice in accordance with Section 12.130, before any further lay-off.
- 12.230 If an employee is recalled to fill a temporary opening in a job classification caused by a shortage of employees resulting from vacation, leave of absence, illness or any other

absence from the job, he/she shall be entitled to one (1) shift-day notice of lay-off if he/she works more than five (5) consecutive working days and seven (7) days' notice of lay-off if he/she works more than thirty (30) consecutive working days.

- 12.240 If an employee is temporarily recalled because of work requirements and not because of employee absence, he/she shall be entitled to a seven (7) day notice of lay-off.
- 12.250 Employees recalled from lay-off shall receive the regular rate for the classification to which they are returned.
- 12.260 If a temporarily recalled employee works more than thirty (30) consecutive working days, he/she shall then be entitled to vacation, holiday and leave day benefits. Vacation days and leave days shall accrue from the date of recall.
- 12.270 Employees will remain on the lay-off list a maximum of three (3) years.

ARTICLE 13: RATES AND CLASSIFICATIONS

13.100 POSITION CLASSIFICATIONS

The following job classifications are hereby established:

	Classification	Unit
1	Lead Utility I	Maintenance
2	Lead Utility II	Maintenance
	Head Utility Outside	Maintenance
3	High School Engineer I	Maintenance
4	Middle School Engineer	Maintenance
6	Elementary Engineer I	Maintenance
7	Elementary Engineer II	Maintenance
8	Auditorium Technician	Maintenance
9	Ass't Utility Outside	Maintenance
	Middle School Ass't Engineer	Maintenance
	High School Ass't Engineer	Maintenance
11	Elementary Ass't Engineer	Maintenance
13	Assistant Cook	Cafeteria
	Utility Driver	Cafeteria
14	Assistant Utility Cook	Cafeteria
15	Custodian	Maintenance
16	Secretary	Secretary
18	Paraprofessional	Paraprofessional

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

13.130 Paraprofessional - The District acknowledges that while a paraprofessional assists the teacher, the responsibility for assessment remains with the teacher.

13.131 Special Education Paraprofessional (8 hours per day – school year plus optional extended year)

13.200 NEW CLASSIFICATION

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

13.300 PROCEDURES

13.310 To insure job rights for the employees, all work within an existing classification and job description shall be performed only by regular employees assigned to those classifications. These employees shall work under the terms of the Collective Bargaining Agreement between the Board and the Union.

13.320 The Union will be promptly notified of the position, wages and working hours of any new bargaining unit member.

13.330 Classifications and wage schedule for all Bargaining Unit employees shall be attached to and become part of this Agreement.

13.340 The Employer agrees to furnish the Union, through the president and local Union, with an up-to-date salary schedule for all Bargaining Unit employees upon request at reasonable times.

ARTICLE 14: SICK/PERSONAL LEAVES/LEAVES OF ABSENCE

14.100 SICK/PERSONAL LEAVE

14.110 All bargaining members (except those working part time) absent from duty due to sickness, injury, or personal business (not to include vacations or other recreation time) shall be granted one (1) day per working month plus three (3) days per year. Employees who leave the District before the school year ends will reimburse the Board for all leave days used and compensated for in excess of current year's accumulation.

14.111 Part time employees only will be provided 5 sick days (40 hours) of paid medical leave. Two and half days will be given in September of each year and another 2.5 days will be given in January of each year. Allocation of days will continue in this pattern indefinitely. Sick days may not carry over from year to year and will reset in September of each school year. Part time employees may only use these days for medical reasons covered under the Paid Medical Leave Act. Documentation must be submitted to the Human Resource office within three (3) days of the absence. The employer is not responsible for costs incurred by an employee to obtain required documentation. If an employee ceases employment mid-year the allocation of days already given will be prorated and an adjustment will be made to the employee's final paycheck.

14.120 Employees that abuse the use of their sick days and continually take days off beyond the allotted days may be considered to be excessive and, depending on the circumstances, just cause for discipline. Documentation, justifying the absence, should be provided to the Human Resources office if the number of sick days are exceeded.

14.130 A member who terminates employment with the school district under the provisions of retirement shall also be eligible for severance pay on the basis of pay for one-half (1/2) of the accumulated days in the leave bank not to exceed \$25,000. Any additional days after this initial \$25,000 payment will be paid at a rate of \$50 per day not to exceed a total payout of \$35,000. In case of death, the severance pay shall be paid to the estate of the employee. Retirement shall be defined according to the provision of the Michigan Public School Employees Retirement System.

A member who also terminates employment, but does not retire under the provisions of retirement, shall also receive said severance pay if the member is eligible for full retirement under the Michigan Public School Employees Retirement System.

14.140 Employees shall make every effort to call in on the AESOP system a minimum of two (2) hours prior to the start of their shift if they are unable to report to work. Afternoon employees shall make every effort to call into the AESOP system by noon so a replacement can be arranged for their shift and then call the office before noon so arrangements can be made for the following shift. Employees who will be off more than one (1) day or for an extended period of time shall keep the district informed and use the AESOP system to call off sick. If off more than four (4) days, unless pre-approved by the administration, the employee

shall present a doctor's report to the main office. If off for an extended period, the employee shall present to the office a doctor's report stating that he/she is able to resume work.

14.200 ON-THE-JOB INJURIES

- 14.210 Any employee injured in an accident compensable under the Worker's Compensation Act shall receive from the Employer the difference between the amounts received through Worker's Compensation and 70% of his/her regular pay for a period not to exceed one (1) year from date of injury. Accidental injury on the job shall not be chargeable to leave allowance.
- 14.220 Accidents must be reported in writing to the immediate supervisor as soon as possible, but in no case longer than twelve (12) hours after the end of the employee's shift, unless it is on a weekend or holiday, in which case it must be reported within four (4) hours of the next business day. Details, including the time, circumstance, witnesses, etc., must be included.

14.300 PAID LEAVES

14.310 FUNERAL LEAVE

- 14.311 Absences for which pay will not be deducted and not charged to the sick leave bank: Death in immediate family which is described as mother, father, mother-in-law, father-in-law, wife, husband, brother-in-law, sister-in-law, sister, brother, grandparent, or child. Funeral leave for death of a relative not listed above or a member of the household shall be at the discretion of the Superintendent.
- 14.312 A maximum of five (5) days per incident per school year may be used for funeral leave (not to exceed ten (10) days annually). Additional days from the employee's annual leave bank may be used for funeral leave with prior approval from the Superintendent, who shall have sole discretion in such matters.

14.320 JURY DUTY

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

14.330 PERSONAL BUSINESS LEAVE

- 14.332 Personal business days are to remain of a personal business nature. Personal business days are not to be interpreted as free paid vacation days for the employees and should be used in line with the following examples:

Emergencies
Catastrophes
Fire
Accident

Transportation Failure (limited)
Required court appearance
Legal matters

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

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

14.340 UNION LEAVE

The president of the local Union or his/her designee shall be released from regular duties without loss of compensation, upon request, for a period of eight (8) days per school year, for Union business, not to be deducted from sick leave allowance or accumulative from year to year. Not more than five (5) consecutive days may be used at one time.

14.400 UNPAID LEAVES – Articles 14.410, 14.420, 14.430, 14.440, and 14.450 describe the five leaves of absence without pay, for reasonable periods not to exceed one (1) year (unless otherwise specified below) that will be granted with loss of seniority, and such leave may be extended for like cause. Leaves will not be granted for the purpose of accepting other employment. It is understood that all employees will be required to exhaust all leave time (sick, personal, vacation) prior to being eligible for unpaid status.

14.410 EXTENDED SICK LEAVE

14.411 Employees returning from extended sick leave before the end of one (1) year shall be assigned to the same regular position in their classification.

14.412 Employees who have been on leave beyond one (1) year, shall notify the Board of Education thirty (30) days in advance of returning from leave. Upon return from leave, an employee shall be assigned to same position, or a substantially equivalent position in his/her classification, if available, or will replace the junior employee with the least seniority in his/her unit.

14.420 LEAVE FOR UNION BUSINESS

14.421 Members of the Union elected to Union positions or selected by the Union to do work which takes them from their employment with the Employer, shall at the written request of the Union, receive temporary leave of absence for periods not to exceed two (2) years, or the term of office, whichever may be shorter, and, upon their return, shall be re-employed at work to the same classification left, with accumulated seniority.

14.422 The Board agrees to recommend to the Michigan Public School Employees Retirement System that the time spent on leave of absence pursuant to this section be granted as service credit for retirement purposes.

14.430 MATERNITY LEAVE

- 14.431 The Board of Education will grant an unpaid maternity leave of absence to any female employee who is included in the bargaining unit, upon written request for such leave and proper certification from her doctor. This leave may be extended for up to one (1) year.
- 14.432 In the event of a miscarriage or any related conditions prior to or after the full term of pregnancy, the sick leave provisions of this Agreement shall apply.
- 14.433 Any female employee who is included in the bargaining unit may use the sick leave provisions of this Agreement. Such leave related to pregnancy shall be treated as a disability, if permissible by Long Term Disability agency.

14.440 VETERANS

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

14.443 VETERANS LAW

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

14.450 EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

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

ARTICLE 15: VACATIONS

15.100 EARNING

- 15.110 All twelve (12) month employees covered by this Agreement shall be allowed twenty (20) days of vacation time annually. Vacations may be split into periods of less than one (1) week.
- 15.120 Those requesting vacation must do so at least 5 days in advance. All vacation schedules are subject to the approval of the employee's immediate supervisor.
- 15.130 All 12 month employees shall be permitted the traditional 2-week winter (Christmas) break as paid time off, without loss of vacation time. This should be in accordance with the district master calendar.
- 15.140 Vacation for 52-week secretaries may be split into one (1) or more weeks, providing such scheduling does not drastically interfere with the operation of the department concerned. Upon written request to the employer not less than ten (10) working days in advance, vacations may be split into periods of less than one (1) week (5 days).

15.200 RATE DURING VACATION

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

15.300 VACATION PERIOD

- 15.310 Vacations for twelve (12) month employees shall be granted at any time during the school year if requested by the employee, provided that scheduling conflicts (i.e. several employees requesting the same period) shall be resolved using seniority as the sole guide. The Board or the board designee reserves the right to deny a vacation request if the employee's absence will result in any additional cost or effect the efficient operation of the district.
- 15.320 Vacations for twelve (12) month employees may be split into one (1) or more weeks providing such scheduling does not drastically interfere with the operation of the department concerned, unless otherwise specified in the contract. Vacations may be split into periods of less than one (1) week.
- 15.330 A vacation may not be postponed from one school year to another and made cumulative, nor will it be taken in advance in anticipation of expected vacation time. Unused vacation time will be forfeited unless completed during each school year.
- 15.340 A vacation may not be waived by an employee. (Use it or lose it.)
- 15.350 Vacation time for the first year of service of new employees will be prorated according to the number of months worked in the school year.

15.360 It is agreed that during the summer months, Engineers and Assistant Engineers, in all buildings, cannot be on vacation at the same time. Management will continue to pre-approve any move-ups for differential pay to be granted.

ARTICLE 16: HOLIDAYS

16.100 HOLIDAYS

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

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

All weekdays between Christmas Day and New Year's Day, and the Mid-Winter Break (as defined by the Wayne County common calendar and if scheduled), will be treated as days off with pay. Said days off with pay shall be at no additional cost to the Board other than the daily rate of pay. Any employee required to work on any such weekday(s) shall receive compensatory time off at a later date. If New Year's Day falls on a Sunday, Monday will be a work day.

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

- New Year's Day, January 1st
- Monday of Mid-Winter Break, if scheduled
- Good Friday
- Memorial Day
- Independence Day (July 4th)
- Friday before Labor Day*
- Labor Day
- Thanksgiving Day (Thursday)
- Friday following Thanksgiving Day
- December 24th, if it falls during a regular work week
- Christmas Day (December 25th)
- December 31st, if it falls during regular work week

Building checks and activities within buildings will be covered as determined by the Board.

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

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

Monday – when July 4th falls on Tuesday

Friday – when July 4th falls on Thursday

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

16.150 When a holiday falls on a Sunday, it shall be observed on the Monday following. (Except Easter and New Year's Day)

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

16.200 HOLIDAY PAY RATE

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

ARTICLE 17: INSURANCE COVERAGE

17.100 HOSPITALIZATION COVERAGE

Each employee choosing health insurance coverage shall be provided a plan with the following coverage:

- Prescription – EHIM Rx
- In-Network deductible of \$500/\$1000
- Out-of-Network deductible of \$1000/\$2000
- Office Visit Co-pay \$20
- ER Co-pay \$50
- Urgent Care Co-pay \$25

It is agreed that the Lincoln Park Public School District will apply the maximum legal "hard cap" amounts under P.A. 152 of 2011 towards the payment of health insurance premiums through the 2022-2023 academic year. It is agreed that if, during this time, a bona fide financial crisis is present, the LPEA will enter into a good faith bargaining session regarding the amount of the employees' insurance premium co-pay. Any amounts above the "hard cap" will be the responsibility of the employee.

In the event, the District can fully fund the employee deductible, through HAS (Health Savings Account) contributions (i.e. \$1350/\$2700), and the cost of the plan with said HSA contributions is still below the legal "hard cap," Local 849 agrees to allow the District to keep the difference between the actual cost, with HSA contributions, and the legal "hard cap."

For Example:

Allowable legal "hard cap:"		\$4.5M
		-
<u>Total Cost of Plan with HSA contributions: \$4M</u>		
Total to be Retained by District	=	\$500K

17.110 This coverage shall remain in effect for a period of one (1) year from date of Extended Sick Leave, Maternity Leave and On-the-Job Injury. It is understood that employees shall be responsible for any necessary co-pays and employee cost share that are due during the time of this leave.

17.120 Any employee recalled to work after a layoff shall be entitled to hospitalization medical coverage immediately if he/she is returned to permanent employment and after five (5) consecutive working days if he/she is returned to temporary employment.

17.140 Cash in lieu of health insurance will be paid at the rate of four hundred dollars (\$550) monthly.

17.141 Dental and vision coverage shall be provided at no cost to employees selecting cash in lieu of health insurance.

17.150 It is agreed that Local 849 will not challenge the healthcare provider or method of health care benefit (self-insured vs fully funded)

17.160 A fund of \$750,000 will be established to offset larger district employee healthcare costs. This will be done on a 50/50 basis. (i.e. if health care raises by \$100 a month, then the employee receiving healthcare will pay the full \$100 but the district will provide a cost of living stipend of \$50). If this fund is depleted during the five years both parties will agree to meet and fund the healthcare fund at an agreed upon amount if finances allow.

17.200 DENTAL COVERAGE

The Board shall provide a dental insurance program, ADN (Coverage level shall be doubled from that of the 2021 plan year) for each member of the bargaining unit and his/her eligible dependents.

17.300 OPTICAL COVERAGE

The Board shall provide a vision care plan, NVA (Coverage level shall be doubled from that of the 2021 plan year), for each member of the bargaining unit and his/her eligible dependents.

17.400 LIFE COVERAGE

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

17.410 Any employee recalled to work after a lay-off shall be entitled to life insurance coverage immediately.

17.500 NEW EMPLOYEES

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

17.600 SHORT TERM DISABILITY INSURANCE

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

17.700 FLEX SPENDING

Flex spending will be available to all 849 union members.

17.800 LONG TERM DISABILITY

Each full time employee will be provided with employer paid Long Term Disability coverage as stated here.

Benefit % of Salary – 66.67%
Maximum Monthly Benefit - \$7,000
Qualify Period (Calendar Days) – 90
Offsets – Family
Unrestricted Drug/Alcohol – No
Unrestricted Mental/Nervous – No
COLA – No
Own Occupation – 2 year
Survivor Benefit – 3 month
Modified Fill – Yes
COBRA Medical Supplement - \$1500 Monthly for 29 Months

Approval of Long Term Disability is made by the benefit provider. In the event, an employee is denied Long Term Disability benefits, the employer will assist the employee in obtaining such benefits through the provider. However, if the provider continues to

deny benefits and the employee is without leave bank days, the employee will be unpaid and all insurance benefits will cease.

17.810 An individual employee will be required to exhaust their leave bank days before being eligible for Long Term Disability benefits.

ARTICLE 18: MILEAGE - ALLOWANCES - REIMBURSEMENTS

18.100 LICENSES

Any employee whose classification requires a Chauffeurs license, Weed Applicator license, Pool Operator license, and/or Boiler Operator's license shall be reimbursed the annual cost of said license at a licensing agency to be determined by the district. (This excludes personal driver's license.) Unless otherwise provided for, the reimbursement amount is capped at the cost of issuance and/or renewal at the City of Dearborn Facility.

18.200 MILEAGE

Any mileage incurred by a member of the bargaining unit through the use of a personal automobile, in performance of official school business approved by the Superintendent, shall be paid at the current rate per mile determined according to IRS guidelines provided properly filled out mileage reports are submitted on a monthly basis.

18.300 COMPENSATORY ALLOWANCE

18.310 Travel allowance of One Hundred Dollars (\$100) per year will be paid to employees working in more than one building in lieu of mileage; to be paid twice yearly, one-half (1/2) at the end of each semester (pro-rated) for an individual in this situation less than a year.

18.320 Allowance of One Hundred Dollars (\$100) per year will be paid to secretaries in buildings with part-time principals.

18.400 TUITION REIMBURSEMENT

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

18.500 REQUIRED MEDICAL TEST

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

18.700 EMPLOYEE DRESS

Employees dress shall (a) reflect a professional manner of working attire and/or (b) wear a provided uniform.

ARTICLE 19: LONGEVITY

19.100 LONGEVITY

The longevity payment will be made the first pay period after December 1 of each year to each employee eligible for payment for the number of years of service achieved by December 1 of that year. To be paid to currently employed personnel at time of payout.

19.110 All groups to receive longevity payments as follows:

		*Contingent upon A.200
5 years or more service	\$75	
10 years or more service	\$100	
15 years or more service	\$150	
20 years or more service	\$200	\$500
25 years or more service	\$250	\$1000
30 years of service	\$250	\$2000

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

ARTICLE 20: GENERAL PROVISIONS

20.100 BULLETIN BOARDS

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

20.200 UNION USE OF SCHOOL PREMISES

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

20.300 SUPPLEMENTAL AGREEMENTS

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

20.400 ACT OF GOD DAYS

The past practice of allowing "compensatory time" off for fifty-two (52) week employees who report to and work during days that school(s) are closed due to "acts of God" will no longer be effective. It is understood that non-fifty-two (52) week employees who are either instructed not to report and/or are sent home because of "acts of God" shall continue to receive pay so as not to suffer loss of pay and/or benefits. Secretaries that work fifty-two (52) weeks will not be required to report to work if an "Act of God" day is in effect as long as the administration deems their services are not needed for emergency reasons (example: payroll/accounting).

20.500 WORKING CONDITIONS

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

20.520 JOINT SAFETY COMMITTEE

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

20.530 TRANSPORTATION OF STUDENTS

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

20.600 ASD PARA PROS

The management agrees to pay \$150 to ASD Para Pros at the end of the school year. The sum will be paid only to employees working at the end of the school year. The sum will be prorated for employees who are hired after the school year begins and are working at the end of the school year.

ARTICLE 21: EMPLOYEE RIGHTS AND RESPONSIBILITIES

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

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

21.120 The Union, its officers and stewards accept responsibility to attempt to prevent strikes and promote harmony among its members and in member interaction with administration and other employees.

ARTICLE 22: BOARD RIGHTS AND RESPONSIBILITIES

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

22.110 To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during employee working hours.

22.120 To hire employees, subject to the provision of law, to determine their qualifications and the conditions for their continued employment.

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

ARTICLE 23: TERMINATION AND MODIFICATION OF AGREEMENT

- 23.100 This Agreement shall continue in full force through June 30, 2026.
- 23.110 If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give written notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.
- 23.120 If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of its intent to amend this Agreement.
- 23.121 If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.
- 23.130 NOTICE OF TERMINATION OR MODIFICATION
- Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to 600 W. Lafayette, Detroit, Michigan 48226; and if to the Employer, to 1650 Champaign, Lincoln Park, Michigan 48146, or to any such address as the Union or the Employer may make available to each other.
- 23.150 The entire agreement or specific provisions of the agreement may be rejected, modified, or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4.

PART-TIME CAFETERIA NON-WAGE PROVISIONS

ARTICLE P3: PROMOTIONS/TRANSFERS/VACANCIES

P3.100 PROMOTIONS

- P3.110 Employees shall be given consideration to other part-time and/or full-time positions for which they are the senior qualified person. However, promotions or transfers are understood not to be automatic. For all full-time cafeteria positions, new full-time cafeteria employees shall not have any bidding rights for promotional purposes for one (1) year. However, in the event that there are no bids within the cafeteria classification, new full-time or part-time employees may exercise bidding rights.
- P3.120 Job vacancies will be posted within a seven (7) day period, for a period of seven (7) calendar days, via district email. Employees interested shall apply within the seven (7) calendar day posting period.
- P3.130 The employee promoted under this Article shall be granted a trial period, not to exceed sixty (60) working days, to determine:
- P3.131 Desire to remain on the job.
 - P3.132 Ability and/or trainability to perform the job.
 - P3.133 Ability to obtain a license, if required.
- P3.140 During the trial period, the employee shall have the opportunity to revert back to former classification.
- P3.150 If the employee is unsatisfactory in the new position, the Employer shall have the opportunity to place the employee back in his/her former position during the trial period. Notice and reasons of such move shall be submitted to the Union in writing by the Employer, with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.
- P3.160 During the trial period, the employee will receive the rate for the job he/she is performing.
- P3.170 The Employer agrees to make available to the Union a list of all applicants for promotion through job postings.

P3.200 WORKING OUT OF CLASSIFICATION

- P3.210 Employees required to work in a higher classification shall be paid the rate of the higher classification for hours worked in that position.

P3.220 Employees required to work in a lower classification will receive their regular classification rate of pay.

P3.230 Any employee that applies and is awarded to work outside of their classification as a summer maintenance worker shall be paid \$12 per hour

P3.300 TRANSFERS

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

P3.310 TEMPORARY TRANSFERS

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

P3.320 WORK LOCATION TRANSFER

P3.321 If and when operations of divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location exchange will be considered in such cases. The Superintendent's decision is final.

P3.322 The employer agrees that in any movement of work not covered above, it will be discussed with the Union in order to provide for the protection of the seniority of the employees involved.

P3.400 VACANCIES

P3.410 When a vacancy, other than an emergency or temporary vacancy exists in a classification, employees within the classification or a higher classification shall be given preference to transfer to the vacancy. To be eligible they must apply through job notifications.

P3.420 For the purpose of this section "emergency vacancy" is defined as a vacancy that is not expected to exceed five (5) working days; "temporary vacancy" is defined as a vacancy that is not expected to exceed twenty (20) working days.

ARTICLE P7: LEAVES OF ABSENCE

P7.800 BEREAVEMENT

Three (3) funeral days for all 849 part-time Cafeteria Workers for a death in their immediately family, which is mother, father, mother-in-law, father-in-law, wife, husband, brother-in-law, sister-in-law, sister, brother, grandparent, or child.

ARTICLE P8: GENERAL PROVISIONS

P8.400 PAID HOLIDAYS

P8.420 Paid holidays shall include the following:

Thanksgiving Day
The Friday after Thanksgiving
Good Friday
Memorial Day
The Friday before Labor Day

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

P8.500 UNIFORMS

Uniforms will be provided to employees in a manner consistent with the provision of uniforms for full-time cafeteria workers. They will be provided with: two (2) shirts, two (2) pants, two (2) aprons, per school year.

GREAT START READINESS PROGRAM (GSRP)

ARTICLE G5: GENERAL PROVISIONS

G5.100 Each Employee, while acting within the scope of his/her official duties and District policy, will be covered by the provisions of the school district's liability insurance policy. The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other form of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

G5.400 HEALTH AND SAFETY

G5.410 The District agrees to abide by all State and Federal laws. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or well-being. Any such condition is to be reported to a supervisor immediately.

G5.420 The District will pay the cost of any physical examination required. Chest X-rays and/or tuberculin tests, if required, shall be provided by the District at a District designated facility.

G5.430 The Employer will provide for first aid training and/or CPR classes if this training is required of the Employee.

G5.500 The District shall provide adequate lounge, if space is available, and rest rooms for Employee use.

G5.600 The Employer recognizes its responsibility to give reasonable support and assistance to the Employee with respect to the maintenance of control and discipline of students. Program resources will be available to assist staff. After exhausting program resources, the District may request the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional services.

G5.700 UNION RIGHTS

G5.710 The Employer will provide space on existing bulletin boards for posting of Union business.

G5.720 The Employer shall make available to the Union, upon written request, within a reasonable time, information where available, which the Union needs for preparation of bargaining demands for implementation of the terms of this Agreement.

G5.800 No Employee shall, on a permanent basis, be required to perform work other than work designated by his/her job classification.

G5.810 Employees shall not be required to transport students in their personal vehicles.

G5.900 PERSONNEL FILES

G5.910 Employees shall have the right to review their personnel files upon written request to the Employer. The Employee may request and shall be granted Union representation during the

review. Only one (1) file shall exist on each Employee and be maintained at the Personnel Office.

- G5.920 The Employee may sign any disciplinary material placed in an Employee's file and said signature shall be for the purpose of indicating the Employee has read the material and shall not necessarily indicate that the Employee agrees with the material.

ARTICLE G6: REPRESENTATION

- G6.100 The Employer agrees to recognize a bargaining committee comprised of a representative from GSRP, and the committee will include a representative from Council 25, and the Union president or his/her designee.
- G6.200 The members of all Union committees recognized by the Employer for purposes of collective bargaining shall be limited to Employees who have completed a ninety (90) work day probation period with Lincoln Park Public Schools.
- G6.300 The names of all such committee members shall be submitted in writing to the Employer by the Union upon election or appointment to a recognized committee.
- G6.400 Special conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least three (3) but not more than five (5) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. A representative of the Council or a representative of the International Union may attend such meetings.

ARTICLE G7: HOURS OF EMPLOYMENT

G7.500 HOURS OF EMPLOYMENT

- G7.510 Summer employment is at the discretion of the Employer. The Employer shall notify Employees by written memorandum as soon as possible, providing the dates, location, and staff assignment for the summer program. Whenever state law mandates extended year programs, employees who are working in those programs during the regular school year will be given first option for extended year employment.

G7.520 The Program Assistant/Parent Involvement Coordinator may perform some limited Title I responsibilities during summer employment.

ARTICLE G8: WORKING CONDITIONS

G8.100 TELEPHONE USE

Bargaining unit employees shall be allowed the use of telephones for school related purposes.

G8.200 UNION USE OF SCHOOL FACILITIES

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

G8.300 UNION USE OF INTER-SCHOOL MAIL SERVICE AND FAX

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

ARTICLE G11: EVALUATIONS

G11.100 Each Employee shall be formally evaluated by his/her immediate supervisor or District Administrator.

G11.110 Formal evaluation shall take place not less than once every five (5) years.

G11.120 The evaluator shall meet with the Employee to discuss the evaluation and at the Employee's request, Union representation shall be granted.

G11.130 If the Employee does not agree with the evaluation, he/she may write a statement to be attached to said evaluation form and placed in his/her personnel file.

G11.140 Evaluation meetings will be held during the normal workday.

G11.150 Any changes in the evaluation process shall be subject to the grievance procedure, except as mandated by the funding agent.

ARTICLE G18: MISCELLANEOUS

G18.100 FINANCIAL INFORMATION

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

G18.200 MISCELLANEOUS COMPENSATION – PERSONAL EXPENSES

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

SCHEDULE A: HOURLY PAY RATES

2021-2022

*Classifications are listed in Article 13

**For those employees hired before 3/14/95, they will have 3% added to the rate listed below

***Hoover, Keppen, Lafayette

MAINTENANCE UNIT		
CLASSIFICATION*		2021-2022
Lead Utility I	1	28.40
Lead Utility II	2	27.86
Assistant Utility Outside	2	26.25
High School Engineer	3	26.25
Middle School Engineer	4	26.25
Elementary Engineer I ***	6	23.93
Elementary Engineer II	7	23.69
Auditorium Technician	8	23.67
High School Assistant Engineer	9	23.46
Middle School Assistant Engineer	9	23.46
Elementary Assistant Engineer	11	22.16
Custodian - Step 1	15	16.08
Custodian - Step 2	15	19.12
Custodian - Step 3	15	21.32

SECRETARY UNIT		
CLASSIFICATION*		2021-2022
Secretary - Step 1	16	18.73
Secretary - Step 2	16	19.72
Secretary - Step 3	16	21.32

CAFETERIA UNIT		
CLASSIFICATION*		2021-2022
Assistant Cook	13	16.02
Utility Driver	13	16.02
Assistant Utility Cook	14	16.02
PART-TIME CAFETERIA		
		2021-2022
Food Handler		11.62
Cashier/Part-time Kitchen Helper		11.26

PARAPROFESSIONAL UNIT		
CLASSIFICATION*		2021-2022
Paraprofessional - Step 1	18	16.97
Paraprofessional - Step 2	18	18.58
Paraprofessional - Step 3	18	20.63

GSRP		
	2021-2022	**3/14/95
Certified Teacher	\$41,678	+\$1,000
Probationary Certified Teacher	\$40,000	N/A
NON-Certified Teacher	\$40,000	+\$1,000
Associate Teacher	\$16.97/hr	\$17.38/hr
Probationary Associate Teacher	\$16.02/hr	N/A

PROGRAM ASSISTANT / PARENT COORDINATOR / BILINGUAL	
	2021-22
Program Assistant - Step 1	16.97
Program Assistant - Step 2	18.58
Program Assistant - Step 3	21.63

2022-2023

*Classifications are listed in Article 13

**For those employees hired before 3/14/95, they will have 3% added to the rate listed below

***Hoover, Keppen, Lafayette

MAINTENANCE UNIT		
CLASSIFICATION*		2022-2023
Lead Utility I	1	28.96
Lead Utility II	2	28.42
Assistant Utility Outside	2	26.78
High School Engineer	3	26.78
Middle School Engineer	4	26.78
Elementary Engineer I ***	6	24.40
Elementary Engineer II	7	24.16
Auditorium Technician	8	24.14
High School Assistant Engineer	9	23.94
Middle School Assistant Engineer	9	23.94
Elementary Assistant Engineer	11	22.59
Custodian - Step 1	15	16.40
Custodian - Step 2	15	19.50
Custodian - Step 3	15	21.74

SECRETARY UNIT		
CLASSIFICATION*		2022-2023
Secretary - Step 1	16	19.10
Secretary - Step 2	16	20.12
Secretary - Step 3	16	21.74

CAFETERIA UNIT		
CLASSIFICATION*		2022-2023
Assistant Cook	13	16.34
Utility Driver	13	16.34
Assistant Utility Cook	14	16.34
PART-TIME CAFETERIA		
		2022-2023
Food Handler		11.86
Cashier/Part-time Kitchen Helper		11.48

PARAPROFESSIONAL UNIT		
CLASSIFICATION*		2022-2023
Paraprofessional - Step 1	18	17.31
Paraprofessional - Step 2	18	18.95
Paraprofessional - Step 3	18	21.04

GSRP		
	2022-2023	**3/14/95
Certified Teacher	\$41,678	+\$1,000
Probationary Certified Teacher	\$40,000	N/A
NON-Certified Teacher	\$40,000	+\$1,000
Associate Teacher	\$16.97/hr	\$17.38/hr
Probationary Associate Teacher	\$16.02/hr	N/A

PROGRAM ASSISTANT / PARENT COORDINATOR / BILINGUAL	
	2022-23
Program Assistant - Step 1	16.97
Program Assistant - Step 2	18.58
Program Assistant - Step 3	21.63

2023-2024

*Classifications are listed in Article 13

**For those employees hired before 3/14/95, they will have 3% added to the rate listed below

***Hoover, Keppen, Lafayette

MAINTENANCE UNIT		
CLASSIFICATION*		2023-2024
Lead Utility I	1	29.83
Lead Utility II	2	29.27
Assistant Utility Outside	2	27.58
High School Engineer	3	27.58
Middle School Engineer	4	27.58
Elementary Engineer I ***	6	25.13
Elementary Engineer II	7	24.88
Auditorium Technician	8	24.86
High School Assistant Engineer	9	24.66
Middle School Assistant Engineer	9	24.66
Elementary Assistant Engineer	11	23.27
Custodian - Step 1	15	16.89
Custodian - Step 2	15	20.09
Custodian - Step 3	15	22.39

SECRETARY UNIT		
CLASSIFICATION*		2023-2024
Secretary - Step 1	16	19.67
Secretary - Step 2	16	20.72
Secretary - Step 3	16	22.39

CAFETERIA UNIT		
CLASSIFICATION*		2023-2024
Assistant Cook	13	16.83
Utility Driver	13	16.83
Assistant Utility Cook	14	16.83
PART-TIME CAFETERIA		
		2023-2024
Food Handler		12.22
Cashier/Part-time Kitchen Helper		11.82

PARAPROFESSIONAL UNIT		
CLASSIFICATION*		2023-2024
Paraprofessional - Step 1	18	17.83
Paraprofessional - Step 2	18	19.52
Paraprofessional - Step 3	18	21.67

GSRP		
	2023-2024	**3/14/95
Certified Teacher	\$41,678	+\$1,000
Probationary Certified Teacher	\$40,000	N/A
NON-Certified Teacher	\$40,000	+\$1,000
Associate Teacher	\$16.97/hr	\$17.38/hr
Probationary Associate Teacher	\$16.02/hr	N/A

PROGRAM ASSISTANT / PARENT COORDINATOR / BILINGUAL	
	2023-24
Program Assistant - Step 1	16.97
Program Assistant - Step 2	18.58
Program Assistant - Step 3	21.63

2024-2025

*Classifications are listed in Article 13

**For those employees hired before 3/14/95, they will have 3% added to the rate listed below

***Hoover, Keppen, Lafayette

MAINTENANCE UNIT		
CLASSIFICATION*		2024-2025
Lead Utility I	1	30.72
Lead Utility II	2	30.15
Assistant Utility Outside	2	28.41
High School Engineer	3	28.41
Middle School Engineer	4	28.41
Elementary Engineer I ***	6	25.88
Elementary Engineer II	7	25.63
Auditorium Technician	8	25.61
High School Assistant Engineer	9	25.40
Middle School Assistant Engineer	9	25.40
Elementary Assistant Engineer	11	23.97
Custodian - Step 1	15	17.40
Custodian - Step 2	15	20.69
Custodian - Step 3	15	23.06

SECRETARY UNIT		
CLASSIFICATION*		2024-2025
Secretary - Step 1	16	20.26
Secretary - Step 2	16	21.34
Secretary - Step 3	16	23.06

CAFETERIA UNIT		
CLASSIFICATION*		2024-2025
Assistant Cook	13	17.33
Utility Driver	13	17.33
Assistant Utility Cook	14	17.33
PART-TIME CAFETERIA		
		2024-2025
Food Handler		12.59
Cashier/Part-time Kitchen Helper		12.17

PARAPROFESSIONAL UNIT		
CLASSIFICATION*		2024-2025
Paraprofessional - Step 1	18	18.36
Paraprofessional - Step 2	18	20.11
Paraprofessional - Step 3	18	22.32

GSRP		
	2024-2025	**3/14/95
Certified Teacher	\$41,678	+\$1,000
Probationary Certified Teacher	\$40,000	N/A
NON-Certified Teacher	\$40,000	+\$1,000
Associate Teacher	\$16.97/hr	\$17.38/hr
Probationary Associate Teacher	\$16.02/hr	N/A

PROGRAM ASSISTANT / PARENT COORDINATOR / BILINGUAL	
	2024-25
Program Assistant - Step 1	16.97
Program Assistant - Step 2	18.58
Program Assistant - Step 3	21.63

2025-2026

*Classifications are listed in Article 13

**For those employees hired before 3/14/95, they will have 3% added to the rate listed below

***Hoover, Keppen, Lafayette

MAINTENANCE UNIT		
CLASSIFICATION*		2025-2026
Lead Utility I	1	31.64
Lead Utility II	2	31.05
Assistant Utility Outside	2	29.26
High School Engineer	3	29.26
Middle School Engineer	4	29.26
Elementary Engineer I ***	6	26.66
Elementary Engineer II	7	26.40
Auditorium Technician	8	26.38
High School Assistant Engineer	9	26.16
Middle School Assistant Engineer	9	26.16
Elementary Assistant Engineer	11	24.69
Custodian - Step 1	15	17.92
Custodian - Step 2	15	21.31
Custodian - Step 3	15	23.75

SECRETARY UNIT		
CLASSIFICATION*		2025-2026
Secretary - Step 1	16	20.87
Secretary - Step 2	16	21.98
Secretary - Step 3	16	23.75

CAFETERIA UNIT		
CLASSIFICATION*		2025-2026
Assistant Cook	13	17.85
Utility Driver	13	17.85
Assistant Utility Cook	14	17.85
PART-TIME CAFETERIA		
		2025-2026
Food Handler		12.97
Cashier/Part-time Kitchen Helper		12.54

PARAPROFESSIONAL UNIT		
CLASSIFICATION*		2025-2026
Paraprofessional - Step 1	18	18.91
Paraprofessional - Step 2	18	20.71
Paraprofessional - Step 3	18	22.99

GSRP		
	2025-2026	**3/14/95
Certified Teacher	\$41,678	+\$1,000
Probationary Certified Teacher	\$40,000	N/A
NON-Certified Teacher	\$40,000	+\$1,000
Associate Teacher	\$16.97/hr	\$17.38/hr
Probationary Associate Teacher	\$16.02/hr	N/A

PROGRAM ASSISTANT / PARENT COORDINATOR / BILINGUAL	
	2025-26
Program Assistant – Step 1	16.97
Program Assistant – Step 2	18.58
Program Assistant – Step 3	21.63

A.100 There shall be 4 “triggers” in effect that affect the Schedule A Salary Schedule. They are:

1. For the duration of this agreement, if the District’s fund equity (total General Fund balance as a percentage of General fund expenditures plus transfers out) falls to 20.00% or below, then it is agreed that the top step of all classifications of the Schedule A will be reduced by 1.8%. This reduction shall be reinstated if the District’s fund equity (total General Fund balance as a percentage of General fund expenditures plus transfers out) reaches 20.01% or above.
2. For the duration of this agreement, if the District’s fund equity (total General Fund balance as a percentage of General fund expenditures plus transfers out) is 15% or above, bargaining unit members on the top step of their classification shall have an additional 1.50% (off-schedule) added to their annual salary. The full off-schedule amount will be added to the first paycheck in May of each designated year. If the district’s fund equity (total General Fund balance as a percentage of General Fund expenditures plus transfers out) is 14.99% or lower than the 1.5% off scale shall not be paid. This reduction shall be reinstated if the District’s fund equity (total General Fund balance as a percentage of General fund expenditures plus transfers out) reaches 15% or above.
3. For the duration of this agreement, if the District’s fund equity (total General Fund balance as a percentage of General fund expenditures plus transfers out) falls to 10.00% or below, then it is agreed this reduction shall be reinstated, if the District’s fund equity (total General Fund balance as a percentage of General fund expenditures plus transfers out) reaches 10.01% or above.
4. For the 2023-2024, 2024-2025, & 2025-2026 years; if the district is above 20% fund equity and places additional money in fund equity as confirmed by the annual audit, then 80% of this additional money placed in fund equity for that fiscal year only will be set aside for wage enhancements with Local 849 receiving their share as based on their proportion of the LPPS labor force. (i.e. if Local 849 represents 30% of labor force, they will receive 30% of the 80%) This portion will be unrestricted and Local 849 will determine how to use it as long as the method does not violate local, state, or federal law.

The statement “District’s fund equity (total General Fund balance as a percentage of General fund expenditures plus transfers out)” shall mean the following as per this example:

The November 2015 audit shows these figures to be \$37,982,899, \$495,724 (transfers out), and \$6,071,505. These numbers are also indicated on the audit form attached. It is further understood these categories on the audit report (A and B) is what will be used to determine if the trigger is met in future audits.

If the above triggers are initiated, all affected staff will be notified, in advance, by management.

A.300 All employees shall be paid via direct deposit.

Lincoln Park Public Schools

Governmental Funds

**Statement of Revenues, Expenditures and Changes in Fund Balances
For the Year Ended June 30, 2015**

	General Fund	Funded Projects	Special Education	Debt Service	Nonmajor Governmental Funds	Total Governmental Funds
Revenues						
Local sources	\$ 4,601,870	\$ 52,907	\$ -	\$ 2,986,715	\$ 1,309,051	\$ 8,950,543
Slate sources	34,965,542	1,850,794	2,623,165	17,549	95,684	39,552,734
Federal sources	37,011	5,312,893	-	-	2,499,623	7,909,327
Interdistrict sources	188,567	1,122,185	5,218,925	-	-	6,529,677
Total revenues	39,852,990	8,338,579	7,842,090	3,004,264	3,904,358	62,942,281
Expenditures						
Current						
Education						
Instruction	24,502,827	4,126,324	4,695,571	-	-	33,324,722
Supporting services	12,954,211	3,916,845	2,282,938	59,936	16,509	19,230,437
Food services	-	8,539	-	-	2,553,459	2,561,998
Community services	16,690	133,440	-	-	-	150,130
Capital outlay	446,980	76,836	16,207	-	1,303,635	1,842,658
Debt service	-	-	-	-	-	-
Principal	51,594	790	2,478	1,700,000	1,055	1,755,907
Interest and other expenditures	11,607	478	558	992,799	238	1,005,380
Total expenditures	37,982,899	8,262,952	6,997,750	2,752,735	3,874,896	59,871,232
Excess of revenues over expenditures	1,870,091	75,627	844,340	251,529	29,462	3,071,049
Other Financing Sources (Uses)						
Capital leases	361,882	-	-	-	6,935	368,817
Proceeds from sale of capital assets	200,675	-	-	-	-	200,675
Transfers in	1,018,412	-	-	-	495,724	1,514,136
Transfers out	(495,724)	(75,627)	(844,340)	-	(98,445)	(1,514,136)
Total other financing sources (uses)	1,085,245	(75,627)	(844,340)	-	404,214	569,492
Net change in fund balance	2,955,336	-	-	251,529	433,676	3,640,541
Fund balance - beginning	3,116,169	-	-	(36,621)	1,952,852	5,032,400
Fund balance - ending	\$ 6,071,505	\$ -	\$ -	\$ 214,908	\$ 2,386,528	\$ 8,672,941

A + A = B

In Regards to A. 200

See Accompanying Notes to the Financial Statements
3 - 7

SIGNATURES

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

A.F.S.C.M.E. COUNCIL 25
LOCAL 849

BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE
CITY OF LINCOLN PARK

Council 25 Representative

Superintendent

Local Union President

President

Secretary