

AGREEMENT BETWEEN

THE BOARD OF EDUCATION

of the

LAKEVIEW SCHOOL DISTRICT

and

LOCAL CHAPTER 331
CUSTODIAL, MAINTENANCE, GROUNDS
AND FOOD SERVICE EMPLOYEES
OF COUNCIL 25
AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES
AFL-CIO

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AGREEMENT

**Between the Lakeview School District
and Local Chapter 331
Custodial, Maintenance, and Grounds
and Food Service Employees
of Council 25**

American Federation of State, County and Municipal Employees, AFL-CIO

This agreement covering Custodial, Maintenance, Grounds, and Food Service Employees, is entered into by the Lakeview Board of Education (hereinafter referred to as the "Employer" and the Lakeview School Custodial, Maintenance, Grounds, and Food Service Employees' Chapter of Local #331, affiliated with Council 25 and the International Union of American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

1. PURPOSE AND INTENT

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

The parties recognize that the interest of the community and job security of the Employees depend upon the Employer's success in establishing a proper service to the community and operating an excellent food service for the students, parents, employees, and the Employer.

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.

2. DEFINITIONS

- A. The word "Employer." The word "Employer," as used herein, means the Lakeview Board of Education or its appointed representative, such as the Superintendent or the Superintendent's designee.
- B. The word "Employee." The word "Employee," as used herein, means unless the context of an article or paragraph otherwise requires, all regular employees of the Lakeview School District employed in its Custodial, Maintenance, Grounds unit, and Food Service; i.e., Cooks, Cashiers, and Lead Servers.
- C. The word "Union." The word "Union," as used herein, means Lakeview School Employees Food Service Workers of Local Union 331, affiliated with Council #25 of the American Federation of State, County and Municipal Employees, AFL-CIO, Custodial, Maintenance and Food Service.

- D. The word "department" shall refer to the two groups within this union – custodial, maintenance, and grounds employees being one department and food service employees being the other department.
- E. The word "classification" shall refer to the groups of employees with each department as listed on the wage scales for each department.
- F. The word "days" shall refer to days in which the District's Central Offices are open for business unless clearly stated otherwise.
- G. The words "Probationary Employee." The words "Probationary Employee," as used herein, will refer to a Custodial, Maintenance, Grounds and Food Service employee in the first ninety (90) work days of employment since the last date of hire that shall not be represented by the Union in any manner and their discipline or discharge for any reason whatsoever cannot be the subject of a grievance. A work day that the probationary employee is absent shall not count toward completion of the ninety (90) work days.

Changes in definitions will require review of all references to the words "Grounds", "department", and "classification" to use these words as intended by the definitions above.

3. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described as: All regular employees in the maintenance, custodial, grounds, cooks, cashiers, and lead servers employed in the Lakeview School District. Employees working as substitutes or temporaries in managerial, supervisory or confidential positions are excluded.

4. BOARD OF EDUCATION AND MANAGEMENT RIGHTS

The Employer, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing: the management, direction, and control of the working force, the management and control of school properties, facilities, instruction, food service, athletic, and/or recreational programs, the methods used in performing all work and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all school personnel. The exercise of these powers, rights, authority, duties, and responsibilities, and discretion necessary by the

Employer and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement.

- A. The Employer, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing the right to:
 - 1. The management, direction, and control of the working force.
 - 2. The management and control of school properties, facilities, instruction, food service, athletic, and/or recreational programs.
 - 3. Determine methods used in performing all work.
 - 4. Determine the selection, direction, transfer, promotion or demotion, discipline or dismissal of all school personnel.
 - 5. Determine shifts and work schedules.
- B. The exercise of these powers, rights, authority, duties, and responsibilities, and discretion necessary by the Employer and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement.
- C. Nothing contained in this Agreement shall be construed to limit the Employer's management rights under Subsections 15(3) and (4) of the Public Employment Relations Act (PERA). In the event of any conflict between this section and any provision of this Agreement, this section shall prevail and provide the paramount premise for interpretation of this Agreement.

5. UNION REPRESENTATION

- A. Stewards, Alternate Stewards and Unit Chairperson. The employees covered by this Agreement will be represented by three (3) stewards. The Union shall have the exclusive right to assign stewards as follows:

One (1) Unit Chapter Chairperson

One (1) Chief Steward

One (1) Custodial Steward

One (1) Food Service Steward

The employer will be notified of the names of the alternate stewards who would serve only in the absence of the regular steward.

- B. Union Bargaining Committee. Employees covered by this Agreement will be represented in negotiations by four (4) negotiating committee members.

6. AID TO OTHER UNIONS

To the extent permitted by law, 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 such group or organization for the purpose of undermining the Union. Allowing a labor organization, group or organization to use facilities of the Employer shall not constitute a violation of this Agreement.

7. SPECIAL CONFERENCES

- A. Special Conferences for important matters will be arranged between the Chapter Chairperson and the Employer upon the request of either party. Such meeting shall be between at least three (3) representatives of the Union and one or more representatives of the Employer. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at a meeting shall be presented, in writing, at the time the conference is requested. Matters taken up in a Special Conference shall be confined to those included in the agenda. Conference shall be held at a mutually agreeable time. Members of the Union shall not lose time or pay for time spent in such Special Conferences. These meetings may be attended by representatives of the Council and/or representatives of the International Union.
- B. The Union Representative(s) attending the special conference may meet on the Employer's property for no more than one-half (1/2) hour immediately preceding the conference.

8. GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. In order to be a proper matter for the grievance procedure, the grievance must:

- a. be presented within ten (10) days of the occurrence;
- b. cite the specific part of the agreement violated;
- c. describe the violation;
- d. identify relief sought.

Upon meeting the above conditions, the Employer will answer, in writing, any grievance presented to it in writing by the Union. When responding to a grievance, the Employer is only required to address whether the section(s) or subsection(s) of the Agreement cited in the grievance were violated. The following matters shall not be subject to the grievance procedure:

- a. any dispute involving the evaluation of an employee unless it is alleged that the evaluation constitutes discipline;
- b. any complaint within the jurisdiction of a state or federal agency;

- c. any complaint pertaining to the termination of a probationary employee;
- d. any dispute related to the provisions of any insurance contracts or policies.

Step 1 Any employee having a grievance shall present it to the Employer as follows:

- a. If an employee has a grievance, the grievance shall be discussed with the union steward.
- b. The steward and the grievant shall discuss the grievance with the immediate supervisor within ten (10) days of the grievant's knowledge of the facts upon which the grievance is based.
- c. If the matter is thereby not disposed of, it will be submitted in written form by the steward to the immediate supervisor within five (5) days of the date it was discussed with the immediate supervisor. Upon receipt of the grievance, the immediate supervisor shall sign and date the steward's copy of the grievance.
- d. The immediate supervisor shall give the answer to the steward within five (5) working days of receipt of the grievance.

Step 2 If the grievance remains unsettled, it may be presented by the Chapter Chairperson, in writing, to the Superintendent of Schools within five (5) working days after the response of Step 1 is due. The Superintendent of Schools shall sign and date the Chapter Chairperson's copy. The Superintendent shall hold a meeting between the Union and all parties involved. A Council No. 25 representative may be present at the meeting. The Superintendent of Schools shall respond, in writing, to the Chapter Chairperson within five (5) days after the meeting has been held.

- Step 3
- a. If the answer at Step 2 is not satisfactory, and the Union wishes to carry it further, it shall have within thirty (30) calendar days from the date of the Employer's answer at Step 2 to meet with the Employer for the purpose of attempting to resolve the dispute and select an arbitrator. If the parties cannot mutually agree upon an arbitrator and the Union wishes to carry the matter further, it shall file a demand for arbitration with the American Arbitration Association no later than forty (40) calendar days from the date of the Employer's answer to Step 2. The arbitrator shall be selected in accordance with the American Arbitration Association's rule and regulations.
 - b. The arbitration proceedings shall be conducted in accordance with the American Arbitration's rules and regulations.
 - c. There shall be no appeal from any arbitrator's decision provided the decision is within the jurisdiction and authority of the arbitrator. The decision shall be final and binding on the Union's members and the employee or employees involved, and the Employer. The Arbitrator's jurisdiction and authority are subject to the following limitations:

At the arbitration step of the grievance procedure, the Union cannot claim that there has been a violation of any section(s) or subsection(s) of the Agreement

which were not cited by the Union, in writing, as a basis for the grievance at the prior step of the grievance procedure.

1. The arbitrator shall make a judgment based on the express terms of this Agreement and shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish salary schedules or change any salary.
3. The arbitrator shall have no power to interpret state or federal law except as may be necessary to determine whether a grievance is arbitral.
4. The arbitrator shall have no power to rule on the following:
 - a. The termination of services of or failure to re-employ any probationary employee.
 - b. Any manner involving employee evaluation unless it is alleged that the evaluation constitutes discipline.
 - c. Any complaint for which there is another remedial procedure or forum established by law or regulation having the force of law.
5. The arbitrator shall have no power to award interest or punitive damages.
 - a. The expense for the arbitrator shall be shared equally between the Employer and the union.
 - b. Time limits to any grievance may be extended in writing for a mutually agreeable time at the written request of either party.
 - c. The Chairperson and the steward of the Union committee shall be allowed reasonable time off the job without loss of time or pay to investigate grievances with prior approval of the appropriate program Director or the Superintendent. If a grievance is not filed or appealed within the time limits set forth in this grievance procedure, the grievance shall be considered settled and all further proceedings shall be barred. The Employer's failure to answer a grievance at any step within the applicable time limits shall constitute a denial of the grievance at that step and the grievance shall be automatically advanced to the next step.
6. The arbitrator shall have no power to award relief retroactive beyond three (3) months prior to the date the grievance was filed.

9. DISCHARGE AND DISCIPLINE

- A. Notice of discharge or discipline. The Employer agrees promptly upon discharge or discipline of any Employee to notify in writing the Chairperson of the Union Committee within three days of the discipline or discharge.

- B. The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Chairperson of the Union Committee and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the employer will discuss the discharge or discipline with the employee and the Chairperson of the Union Committee.
- C. The Employer agrees when imposing discipline on an employee, said action will be consistent with the concept of progressive discipline.

The Union agrees that an employee's actions may necessitate the Employer to impose discipline up to and including discharge without having to take what may be considered steps within a progressive discipline framework.

The Employer and Union agree a last chance agreement may be available to members of the bargaining unit as a part of progressive discipline. However, they are not automatic and are subject to discussion between the Employer and the Chapter Chair.

- D. Appeal of discharge or discipline. Should the discharged or disciplined employee and/or the Chairperson of the Union Committee consider the discharge or discipline to be without just cause, the following procedure, rather than the grievance procedure set forth in Section 8 of this Agreement, shall be followed. The grievance shall be presented in writing through the Chairperson of the Union Committee to the Employer within five (5) days of the discharge or discipline. The Employer will review the discharge or discipline and give an answer within five (5) days after receiving the complaint. If the decision is not satisfactory to the Union, then matters shall be referred to the second step of the grievance procedure within five (5) days of the Employer's answer.

10. SENIORITY LISTS

- A. Seniority shall begin upon continuous service in the department since the last date of hire. For purposes of seniority, there shall be two separate departments: (1) food service employees (cooks, cashiers and lead servers); and (2) custodial-maintenance and grounds). If two or more employees are hired on the same date, the employee with the higher social security number will have the higher seniority. Seniority shall not be affected by the race, sex, marital status, color, religious creed, age, ancestry or dependents of the employee.
- B. A seniority list for Food Service employees (cooks, cashiers, and lead servers) and a separate seniority list for custodial-maintenance (custodial, maintenance, grounds unit) will show the names, job titles and sick leave accumulation of all employees entitled to seniority and will include the employee's last date of hire. Two seniority lists will include all members of the bargaining unit.
- C. By November 1 the Employer will provide the Chairperson of the Union Committee with the seniority lists. The seniority lists shall conclusively be

deemed accurate for all purposes unless an appeal regarding their accuracy is made to the Assistant Superintendent for Human Resources within twenty (20) days. It is further agreed that the Chapter Chairperson shall be notified of all new hires and transfers as they occur.

- D. The Chairperson of the Union Committee shall be kept up-to-date between revisions of the seniority list by receiving written notification on all new hires, promotions, demotions, discharges, transfers, and resignations.

11. LOSS OF SENIORITY

An employee shall lose seniority and employment shall terminate for one of the following reasons:

- A. Quits.
- B. Discharged and the discharge is not reversed through the procedure set forth in this agreement.
- C. Absent for five (5) consecutive working days without notifying his Employer; in proper cases, exceptions may be made by the Employer. After such absence, the Employer will send written notification to the employee at the last known address that seniority and employment has been terminated.
- D. Does not return to work when recalled from layoff as set forth in the recall procedures, in proper cases, exceptions may be made by the Employer.
- E. Return from sick leave and leaves of absence shall be treated the same as (C.) above.

12. SHIFT PREFERENCE

- A. Custodial, Maintenance, and Grounds employees who work on the third shift shall receive, in addition to regular pay, an additional compensation of ten (10) cents per hour. The second shift will carry a five (5) cents difference.
- B. The first shift for Custodial, Maintenance and Grounds employees is from 6:00 a.m. to 2:00 p.m. The second shift for maintenance and grounds is from 2:00 to 10:00 PM. The second shift for elementary custodial employees is 3:00 PM to 11 PM. Middle school shifts are as follows: 5:00 AM to 1:00 PM. 10:00 AM to 6:00 PM. 3:00 PM to 11:00 PM. 4:00 PM to 12:00 AM. These shifts may be changed for a position or building by no more than one (1) hour with a twenty-four (24) hour notice to the affected employee(s). In addition, the employee and supervisor may mutually agree upon non-permanent changes in the shift times, such as changes in the shift times for summer and holiday break periods. Permanent changes in the shift times of more than one hour must be approved by the Union.

- C. The regular full working day for Custodial, Maintenance and Grounds employees shall consist of eight (8) hours per day with twenty (20) minutes off for lunch, included in the eight (8) hour period.
- D. Full-time Custodial, Maintenance and Grounds employees may take a "Coffee Break" of ten (10) minutes in the a.m. and also a "Coffee Break" of ten (10) minutes in the p.m., or the first half and second half of the regular shift, whichever may apply. Part-time Custodial, Maintenance and Grounds employees may take a ten (10) minute "Coffee Break" for each four (4) hours worked.
- E. A Custodial, Maintenance and Grounds employee (excluding an employee continuing a shift) reporting for overtime duty shall be guaranteed at least two (2) hours pay.
- F. A Custodial, Maintenance and Grounds employee reporting for overtime duty after completing a regular eight (8) hour shift shall be entitled to a paid twenty (20) minute rest period if the scheduled overtime is at least four (4) hours.
- G. Custodian overtime will be offered to the custodians in the building where the overtime is needed on a rotating basis. Maintenance and grounds overtime will be on a rotation basis within each classification. The employees called to work must be qualified. If the custodial or grounds employees are not available, the work shall be offered to the rest of the custodial, maintenance and grounds employees in the bargaining unit on a rotating seniority basis. All overtime must be scheduled and approved in advance by the Director of Operations and /or administrator in charge. For purposes of this section, the classifications are: 1) Custodial; 2) Maintenance and; 3) Grounds. The utility person and the food truck driver are classified as grounds employees and will be included in the grounds overtime rotation. It is understood that the grounds person in charge of making the calls for snow plowing for the week will receive two (2) hours pay at the rate of time and one-half, for being in charge of making the calls for that week.

Schedules for afternoon shift personnel will be adjusted to ensure that overtime will not exceed the hours of the day shift personnel without going through the overtime rotation.

- H. When unusual conditions exist, employees will be allowed within their regular shift, adequate time to clean up and change clothes, if desired. It is acknowledged that in most cases under normal circumstances ten (10) minutes is adequate.
- I. Seven and one-half (7 1/2) hour Food Service Employees will receive a paid twenty (20) minute lunch and two ten (10) minute-breaks in the a.m. Four (4) hour employees shall receive a twenty (20) minute paid lunch break.

13. WORK DAY AND WORK WEEK AND TIME AND ONE-HALF

- A. Upon fourteen (14) calendar day's written notice to the Union, the Employer may designate a work week of Tuesday through Saturday for one utility position and one newly created grounds and maintenance position. In computing the work week, legal holidays (as defined in holiday provisions, and any other working day that is allowed on the school calendar) will be considered as an eight (8) hour day worked for Custodial, Maintenance and Grounds employees for purposes of computing regular pay, but not for purposes of computing overtime pay. Grounds personnel will be available to cover evening events on a weekly rotation basis provided one week notice is given. Individuals covering evening events will be assigned an afternoon shift.
- B. In the event that part-time or seasonal employees are hired, they will work within the timeframe that a full-time employee is also working.
- C. Custodial, Maintenance, Grounds and Food Service employees shall be assigned a regular shift.
- D. A regular shift shall not exceed eight (8) hours per day.
- E. A regular scheduled week shall not exceed forty (40) hours.
- F. Overtime is defined by any hours actually worked over forty (40) hours per week shall. Sick leave and any Personal or Vacation leave not approved prior to the overtime being worked is not considered as time worked for the purposes of calculating overtime. Overtime shall be paid consistent with the Fair Labor Standards Act.
- G. Any employee who is off on authorized paid leave during his regular work week who is then assigned to work on Saturday shall be paid consistent with paragraph above.
- H. Hours worked by Custodial, Maintenance, Grounds and Food Service employees on holidays shall be paid at the rate of time and one-half in addition to the holiday pay.
- I. If a school building is open to the general public for the situation listed below, the employer will have one (1) bargaining unit member with the appropriate classification/title on duty:
 - 1. All building rentals for which a fee is charged for custodial, grounds, or maintenance work to be completed.
 - 2. All events, which charge fees and/or admissions, with the exceptions of events for which cleanup is performed by students and/or advisors.
 - 3. The use of the kitchen when the following large equipment is utilized: stoves, ovens, cookers and convection ovens.

This section shall not be construed as limiting District's right to determine the need for services of a bargaining unit member for meetings or events open to

the general public which are not listed above, special meetings not open to the general public and events which are scheduled for Lakeview staff or students only. If custodial and/or maintenance personnel are not called for service in the above instances, custodians and/or maintenance personnel will not be held responsible for the condition of the used buildings for events at the conclusion of such events.

- J. When a school is closed due to inclement weather or other conditions beyond the control of the Employer, all Custodial, Maintenance, and Grounds employees must report to work unless specifically excused from duty by the Superintendent of Schools. Food Service workers shall also report to work on such days if they are needed for pre-scheduled catering. Food Service workers who are excused from work when schools are closed due to inclement weather or conditions beyond the control of the Employer will be paid the average daily work assignment for up to two (2) days per year. After which they may use available personal leave.

14. HOLIDAYS

- A. An employee whose regular work schedule includes any or all of the following days shall receive holiday with pay at the employee's current regular wage for such days according to the following schedule:

Custodial, Maintenance and Grounds employees:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving
Good Friday	Day before Christmas
Memorial Day	Christmas Day
Fourth of July	Day before New Year's Day
Labor Day	

Food Service employees: Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, and Memorial Day.

In the event that the Childcare Program is in operation in any building on Martin Luther King Day, contracted custodial services will work the appropriate number of hours from the time the building is opened through cleanup.

- B. Should a holiday fall on Saturday, Friday will be considered as a holiday or should a holiday fall on Sunday, Monday will be considered as a holiday as long as that Friday or Monday is not a day of student instruction. In the event the adjusted holiday is on a day of student instruction, a meeting will be held between the Union and Administration to determine the day of the holiday.

- C. An employee will not receive holiday pay for the designated holiday if he/she is absent without leave the scheduled workday preceding the holiday or the scheduled workday following the holiday. Sick days taken preceding or following a holiday will require a doctor's note if abuse of sick leave is suspected.
- D. An employee will not receive holiday pay for the designated holiday if the designated holiday occurs during a period of unpaid leave.
- E. When a holiday is observed by the Employer within an Employee's scheduled vacation, the holiday will not be considered as a vacation day, and the vacation will be extended one day continuous with the vacation.
- F. When a holiday is observed by the Employer while an employee is on allowable paid leave, the holiday will not be charged against the employee's accumulated paid leave and will be considered as time worked.

15. VACATION - ELIGIBILITY

- A. A Custodial, Maintenance and Grounds employee shall earn credit toward vacation with pay for service performed as a Custodial, Maintenance, and Grounds employee in accordance with the following schedule:
 - 1. An employee who has been with the schools less than one (1) year shall be allowed five-sixth (5/6) of one working day for each full calendar month of employment of the first fiscal year worked.
 - 2. An Employee having seniority from one (1) to six (6) years prior to July 1 of the year under consideration shall be allowed ten (10) working days vacation.
 - 3. An Employee having seniority from six (6) to twelve (12) years prior to July 1 of the year under consideration shall be allowed fifteen (15) working days vacation.
 - 4. An Employee having seniority twelve (12) years prior to July 1 of the same year under consideration shall be allowed twenty (20) working days vacation.
- B. Food Service employees who were employed prior to July 1, 1998 shall be paid five (5) days vacation pay at daily average rate on the payday preceding summer vacation.

16. VACATION FOR CUSTODIAL, MAINTENANCE AND GROUNDS EMPLOYEES

- A. Vacations for employees will be granted at such times during the year as are suitable considering both the wishes of the employees and the efficient operation of the department concerned provided, however, that express permission from the Employer is required for more than one-half of the custodians from the same building to be on vacation at the same time.
- B. Maintenance staff vacation time must be coordinated so that at least one staff member is on duty and available. During non-instructional days during the school

- year, no more than one Maintenance staff member may be on vacation. Requests for vacation on such days will be granted on the basis of seniority with the most senior Maintenance staff member having the first opportunity and so on.
- C. Vacation Dates shall be arranged through the office of the employee's immediate supervisor and building principal. In case of conflicts, vacation periods shall be granted according to seniority. Except in the case of an emergency, a request for vacation shall be submitted at least twenty-four (24) hours in advance of the desired commencement date. Failure to satisfy this time line shall constitute grounds for denying a request for vacation. The employee's immediate supervisor shall have discretion to waive this time line.
 - D. If an employee is under the care of a duly licensed physician and hospitalized or confined to his/her home due to illness during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through one (1) year, he/she may be awarded payment in lieu of vacation.
 - E. One (1) week may be held over to be applied on the next year's vacation provided the employee indicated his intention in writing to his immediate supervisor at the time he makes application for vacation and must be approved by the Director of Finance.
 - F. A vacation may not be waived by an employee and extra pay received for work during that period.

17. VACATION - PAY

- A. In case an employee resigns or is terminated, he/she shall be given his/her earned vacation credit. In case of death, the unused vacation credit will be paid to the spouse of the family of the deceased employee.
- B. Employees shall be paid their current wage rate while on vacation and will receive any benefits provided for in this agreement during such time.
- C. An employee retiring shall receive all vacation pay due upon the last day worked or the next payday.

18. UNIFORMS AND PROTECTIVE CLOTHING

The District will provide uniforms for all maintenance, custodial, and grounds employees. Initially, the District will provide five (5) outfits for each employee. The District will provide additional uniforms each year after Labor Day to ensure that an adequate quantity is available so employees can launder them on a weekly basis. It is required that the maintenance, custodial, and grounds employees will wear the provided uniforms during the time they are on duty in the District. A variety of uniforms will be available so they fit the appropriate seasonal attire. It is expected that maintenance, custodians and grounds employees will properly clean and care for the provided uniforms.

19. LAYOFFS

A. The word "layoff" means a reduction in the work force in excess of that attributable to normal attrition. A reduction in hours does not constitute layoff if it is less than twenty-five percent (25%) of the employee's regularly scheduled weekly hours. However, if the employee's hours are reduced as referred to in this article, they will not suffer any loss in benefits as described in Article 41. A reduction in hours as described above will be preceded by a Special Conference as described in Article 7.

B. For purposes of layoffs, the layoff of employees classified as food service employees will be handled separately from the layoff of employees classified as custodial and maintenance and grounds employees. Layoffs will be within each of these separate classifications. If the employer determines a layoff is necessary, the following procedure shall be mandatory:

Temporary and probationary employees shall be laid off first provided, however, that the remaining employees must be qualified to perform the work which was being performed by the temporary and probationary employees. Then seniority employees shall be laid off in reverse order of their seniority provided, however, that the more senior employee may be laid off while a less senior employee is retained if the more senior employee is not qualified to do the work being performed by the less senior employee.

C. Custodial, Maintenance and Grounds Employees to be laid off for an indefinite period of time shall have at least twenty-one (21) days and Food Service Personnel at least twenty-one (21) days notice in writing of the layoff, and the Union Committee Chairperson shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

C. Employees being laid off shall receive all pay due them for work performed prior to the time the layoff becomes effective.

E. An employee on layoff shall be allowed to remain in the insurance group by paying the appropriate monthly premiums.

F. Substitutes and/or temporaries will be called from the current pool of those on layoff status, without regard to seniority status. If none of the personnel in this pool are available for substituting, or cannot be reached by phone, needed substitutes will be hired from whatever source is available.

G. Employees (on layoff status) hired either as substitutes or to fill temporary additional positions, will be paid at the substitute rate. For purposes of this Section, an employee is a substitute if he/she is hired to temporarily replace a member of the bargaining unit who is temporarily absent and intends to return. NOTE: If a laid-off employee substitutes in excess of twenty (20) consecutive days, he/she will be paid at step one of the Custodial Classification 1 rate. If a laid off employee opts to keep his/her insurance at his/her own expense, said employee will have his/her insurance paid after twenty (20) consecutive days worked.

- H. A Food Service employee whose position is eliminated may claim only the least senior position in his/her classification. If there is none, the employee will claim the least senior position in the next lower hourly position until the least senior person is eliminated. The employee shall be offered the first opportunity to return to his/her former position for two (2) years. A Custodial, Maintenance or Grounds employee whose position is eliminated may claim only the least senior position in his/her classification until the least senior person is eliminated. The employee will be offered the first opportunity to return to his/her position in his/her classification for two (2) years. Any Custodial, Maintenance or Grounds employee whose full-time position is eliminated may claim the least senior position provided the individual employed in the part-time position has less seniority. An employee may claim a position pursuant to this section only if he/she is qualified for the position.
- I. A Food Service employee transferred as above (H.) shall be allowed to bid on any job vacancies or new positions. A Custodial, Maintenance or Grounds employee transferred as above (H.) shall be allowed to bid on any job vacancies or new positions.
- J. For purposes of layoff, the Union Chapter Chair and stewards shall be considered to have "super seniority" and to be at the top of their respective seniority list. The Union will indemnify the Employer for all costs and liability related to challenge of the application of super seniority brought by any Employee and/or on his/her behalf.
- K. The operations director will provide notice of available summer custodial work to food service staff by May 15 each year.

20. RECALL PROCEDURE

For a period of twelve (12) months, laid-off food service employees shall be entitled to be recalled to vacant food service positions for which they are qualified and laid off custodial, maintenance and grounds employees shall be entitled to be recalled to vacant custodial, maintenance and grounds positions for which they are qualified. Laid off employees will be recalled to such vacancies for which they are qualified with the most senior employee being recalled first. For purposes of this section, a vacancy shall be defined as a position which is unfilled because it is newly created or because the employee who held the position has permanently severed his/her employment in the bargaining unit. The notice of recall will be sent to all recalled employees at their last known address by registered or certified mail. It is the employee's responsibility to establish that the employer has his/her current address. Within ten (10) days from the date of receipt of the notice of recall, the employee must provide the employer with written notice of his/her acceptance or rejection of the recall. If the employee fails to respond within the aforementioned ten (10) day period, or if the employee rejects the recall, this shall constitute the employee's voluntary resignation from employment. In proper cases, exceptions may be made by the employer.

21. RESIGNATIONS

An employee is requested to give two (2) weeks written notice in advance of leaving, if possible.

22. TRANSFER OUT OF BARGAINING UNIT

- A. If an employee is transferred to a position with the Employer not included in the bargaining unit and is thereafter, within ninety (90) days transferred back into a position within the bargaining unit he/she shall retain all rights accrued, including seniority from date of original transfer for the purpose of any benefits provided for in this Agreement.
- B. An employee who is transferred back into the bargaining unit after ninety (90) days, may be only transferred to a vacant position and retain seniority from the date of original transfer from the bargaining unit.
- C. If a position is unfilled because the employee who held the position is transferred to a position with the Employer not included in the bargaining unit, the employer shall decide whether to fill the position. If the decision is made to fill the position, it will be filled with a probationary hire within ten (10) days. If the position becomes a vacancy, and the Employer chooses to fill that vacancy, it shall be filled in accordance with Section 24 of this agreement.
- D. The Employer agrees that in any movement of Custodial, Maintenance, Grounds, or Food Service employees not covered above, the employer will discuss the movement with the Labor and Management Committee in order to provide for the protection of the seniority of the employee involved.

23. CONSOLIDATION OR ELIMINATION OF JOBS

The Employer agrees that a consolidation or elimination of jobs will not be affected without a meeting with the Labor and Management Committee.

24. VACANCIES AND NEW POSITIONS

- A. For the purposes of this article, a vacancy shall be defined as a position in the bargaining unit which is unfilled because it is newly created or because the person holding that position severed his/her employment with the employer or the person holding that position has transferred to a non-bargaining unit position and not returned after ninety (90) days or transferred to a bargaining unit position and not returned after the trial period. The Employer shall decide whether to fill a vacancy within ten (10) days of the date it is created and shall notify the Chapter Chair, in writing, promptly after any determination to not fill a vacancy. All vacancies that the Employer, in its discretion, determines should be filled shall be posted in a conspicuous place in each building in the District for two (2) days. Transfers of bargaining unit members to fill vacancies that the Employer has determined should be filled shall occur within ten (10) days of the date the posting

period is completed. Vacancies that the Employer has determined should be filled and which are not filled by transfers of bargaining unit members will be filled within thirty (30) days with a probationary hired employee.

- B. Employees interested shall apply for the position by signing the bid posting within the two (2) day period. All bids shall be posted for two (2) days no later than the second workday of the week. The selected employee shall be notified of the awarded position. He/she must accept or reject the position of award at the time of notification. If accepted, the employee will be placed into the new position within five (5) days.
- C. Vacancies shall be filled on the basis of qualification, ability, past performance, work related experience inside and outside the District and seniority. The following shall apply:
 - 1. The selected employee shall be granted a four (4) week trial period to determine:
 - a. Ability to perform the job; and
 - b. Desire to remain on the job.
 - 2. In the event the senior applicant is denied the job, reasons for denial shall be given, in writing, to such employee and the Chairperson of the Union.
- D. During the four (4) week trial period, the employee shall have the opportunity to revert back to his/her former classification and wage. If the employee is unsatisfactory in the new position, notice and reasons shall be provided, in writing, to the employee and the Chairperson of the Conference Committee. The matter may then become a proper subject for a Conference Committee meeting; it is also agreed that if the results of said meeting are not acceptable to the union, the matter may be referred to the grievance procedure, at the second step. If the grievance is not granted, the employee shall be continued in his/her former classification and wage.
- E. During the four (4) week trial period, the employee will receive the rate for the job he/she is performing.
- F. In situations where Food Service employees are requested to work in a higher paying position for the purpose of covering for an employee who is on a long-term illness (30 days or more), or filling a vacancy, the Board will pay such employee the higher rate from the first day of said service. In situations where Custodial, Maintenance and Grounds employees are requested to work in a higher paying position for the purpose of covering for an employee who is on a long-term illness, or filling a vacancy, the Board will pay such employee the higher rate from the first day of such service. This section shall not apply in a situation where a custodial employee is filling in for an employee on vacation, unless the employee is filling in for a vacationing head custodian in a building that has more than two (2) full-time regular custodians.
- G. The employer agrees that any movement of employees not covered above, shall first be discussed with the Union.

- H. For purposes of Section C and D of this article, the classifications are those designated in the salary schedule.

25. VETERANS

- A. Employees who enter into active service in the armed forces of the United States, upon termination of such service, shall be offered re-employment consistent with applicable law.
- B. Employees who are reinstated in accordance with Federal law, and other applicable laws and regulations, shall be granted leaves of absence without compensation but continuation of seniority, for a period not to exceed their seniority, at commencement of leave, in order to attend school full-time under applicable Federal laws then in effect.
- C. Employees who are in some branch of the Armed Forces or the National Guard shall be paid the difference between their Reserve or Guard 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) for a maximum of two (2) weeks per year, except in case of an emergency approved by the Employer who may extend time.
- D. The employee shall be reinstated at the termination of the leave. If no job is available, the employee with the lowest seniority in the returning employee's classification shall be laid-off.

26. SICK LEAVES OR ABSENCES

- A. All Custodial, Maintenance and Grounds employees employed by the District will be allowed to earn twelve (12) days sick leave with full pay per school year at the rate of one (1) day per month worked. This leave is cumulative; and if not used, carries over to subsequent years in full, with the limitation that the employee may not accumulate such sick leave in excess of two hundred ten (210) days. Food Service employees employed by the District will be allowed to earn ten (10) days sick leave at the rate of one (1) day per month worked. Sick Leave for Food Service may not accumulate in excess of one hundred eighty (180) days. These days will be paid at the average hours worked per day. Sick leave may only be used for the personal illness of the employee.
- B. The Superintendent or designee can, in his/her sole discretion and at the District's expense, order a medical report or a physician's examination concerning the health of an employee.
- C. The Employer may require an Employee to submit a Doctor's note acquired at the Employee's expense if the Employer suspects such leave is being abused based upon the Employee's excessive absenteeism or a pattern of absenteeism. Written notice will be sent to an employee suspected of abuse.

- D. A doctor's note required of an employee who is absent shall at least identify the date the employee is expected to be able to return to work. A doctor's note requested of an employee who is returning to work after an absence shall at least: 1) identify any work restrictions and 2) identify the duration of the restrictions.
- E. An employee who is absent due to illness or disability shall be entitled to a leave of absence for one (1) year. After sick leave is exhausted, the remainder of the leave shall be unpaid. Additional unpaid leave may be granted in the discretion of the Employer. The employee may be terminated if he/she is unable to return to work upon expiration of the leave of absence.
- F. The Employer and Union agree that employee attendance is important and that the Employer's operations are adversely affected when employees are absent. Therefore, the Employer and Union agree that abuse of sick leave and other types of leaves permitted under this Agreement constitutes grounds for discipline.

27. WORKERS' COMPENSATION LEAVE

Any employee who experiences an injury or disease sustained or contracted during the course of his employment by the Lakeview School District shall immediately report same to the District Business Office to permit timely notification to the District's Workers' Compensation insurance carrier. The District will continue the employee on paid status until loss time benefits, if compensable under the Michigan Workers' Compensation Law, are received from the District's insurance provider to the extent that the employee has adequate leave time available.

Any bargaining unit member who is absent because of an injury or disease sustained or contracted during the course of his/her employment by the Lakeview School District and which is compensable under the Michigan Workers' Compensation Act, shall, at the employee's option, receive fractional leave pay of the difference between the workers' compensation benefit and his/her regular salary deducted by said fraction until such time as his/her leave time is exhausted beginning with sick leave, then vacation, and finally emergency personal leave.

As with any other wage or paid leave payments (including fractional leave payments under this provision), any deductions required by law, this Agreement, or that are elected by the employee shall be withheld from this fractional leave payment. Additionally, payroll deduction is authorized for the employee's MPSERS contributions that are the responsibility of the employee on any worker's compensation benefit received, as required by law. In the event that the balance of this fractional leave payment after deductions required by law is insufficient to cover any deductions required by this Agreement, elected by the employee, or the required employee MSPERS contributions on any worker's compensation benefit received, those deductions will be billed to the employee, who shall pay the invoice within ten (10) days of receipt.

If an employee does not elect to receive fractional leave pay, the employee will be billed for the employee's MPSERS contributions that are the responsibility of the

employee on any worker's compensation benefit received, as required by law. The employee shall pay the invoice within ten (10) days of receipt.

28. EMERGENCY PERSONAL LEAVE

The Superintendent or designee, may at his/her discretion, grant personal leaves of absence with pay to attend to urgent business that can only be transacted during the employee's regular work hours for a maximum of three (3) days for the following purposes: religious observance, death of a friend or relative not covered in funeral leave, moving, family illness, and other business matters of an urgent or emergency nature. This leave may not be used for vacation, recreation, or social events. Requests for such emergency leave must be in writing and the reason stated.

29. FUNERAL LEAVE

Employees may take up to five (5) days per year of leave time with pay for attendance of funerals of members of their immediate family. This is interpreted to mean the employee's father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, husband, wife, son, son-in-law, daughter, daughter-in-law, grandmother, grandfather, an individual for whom the employee is acting in loco parentis and who is residing with the employee, or an individual who is a dependent of the employee and in the employee's immediate household. Employees who wish to attend the funeral of a fellow or former employee or employees who serve as pallbearers at the funeral of a fellow or former employee will be paid during the time they must be off the job.

30. POLITICAL LEAVE

Upon application duly filed in writing in time for a replacement to be arranged, the Board of Education shall grant a leave of absence without pay to any employee who successfully completed his probationary period in the Lakeview School District to campaign for and/or serve in a public office. A leave of absence shall not be available to serve as a member of the Michigan Legislature.

31. JURY DUTY LEAVE

A leave of absence shall be granted for jury duty provided the employee applies for such leave. Employees called for jury duty and who are there for the whole day will not be required to report for work. Employees called for one-half day will report for one-half of their normal shift. The Employee shall be paid the difference between the jury duty pay and regular wage for the period served. If the court releases the employee during the employee's regular hours, the employee shall report to work unless the employee is not released in time to reasonably return to work two or more hours before the end of his/her shift.

32. RETIREMENT

Upon retirement under provisions of the Michigan Public School Employees Retirement System, and on ten (10) years of service in the Lakeview School District, Custodial, Maintenance, and Grounds employees shall be paid \$100.00 per day for any accumulated sick leave up to one hundred ten (110) days. Food Service employees shall be paid \$50.00 per day based on a six (6) hour work day for any accumulated sick leave up to one hundred ten days. Food Service employees working less than six (6) hours will be prorated according to the proportion of time to six hours.

In cases where the Custodial, Maintenance, Grounds and Food Service employees inform the Superintendent of Schools in writing of the intended retirement date three (3) months in advance, the District agrees to pay any accumulated sick leave benefits within sixty (60) days after retirement is realized. Employees receiving not less than \$1,000.00 of accumulated sick leave upon retirement shall have this pay deposited in the District's Special Pay Plan.

33. FAMILY LEAVE

As provided by the Family and Medical Leave Act of 1993.

34. HEALTH EXAMINATIONS

All Custodial, Maintenance, and Grounds employees new to the District are required to provide to the School Administrative Offices a record of general physical examination as determined by the District. The result of this examination is to be provided without cost to the employee. A TB test as required in accordance with law will be provided by the employee without cost to the employee.

Any medical examination required by the District or by Law will be paid for by the District provided the employee first utilized the free clinic sponsored by the District; or secondly, that the employee goes to the physician selected by the District or utilizes the County services for such examination.

35. DRUG TESTING

The employer shall have the right to require an employee to engage in drug and/or alcohol testing if there is reasonable suspicion that the employee has engaged in drug or alcohol use. (Reasonable suspicion defined: The employer must be able to show that the employee exhibited physical manifestations of intoxication impairment sufficient to convince a reasonable person that the employee was under the influence of alcohol or drugs. The employer must be able to describe, with degrees of certainty and detail that the employee demonstrated the characteristic traits frequently exhibited by persons deemed to be under the influence of intoxicants.)

All drug and alcohol testing shall conform to the Department of Health and Human Services Federal Drug Testing Custody and Control Guidelines (DHHS Guidelines),

as amended. The Standard of Care required by the DHHS Guidelines may not be evaded or diminished, but specific elements may be modified by this contract.

The employer and Union agree that the following conduct constitutes grounds for immediate discharge:

- Testing positive for controlled substances as established by a verified drug test. (The exception being, if the employee's positive test condition is the result of a prescribed medication.)
- Being at work with an alcohol concentration of .02 or greater as established by a verified alcohol test.
- Possession of alcohol at work.
- Distribution, sale, purchase or possession of a controlled substance at work.

Exception: If the affected employee is willing to enter into an approved rehabilitation program at his/her own cost, he/she may be allowed to return to work after successfully completing the program. The employee will be required to sign a last chance agreement stating that he/she will be discharged if a condition described above should occur in the future, or if the employee violates conditions stipulated in the last chance agreement.

36. UNION SECURITY

- A. Non-probationary employees covered by this Agreement shall be required as a condition of employment to: 1) become members of the Union immediately upon achieving non-probationary status or 2) pay a service fee to the Union immediately upon achieving non-probationary status. The service fee shall be a legally permissible amount determined in a legally permissible manner and shall not exceed Union dues.
- B. The Union shall impose no discriminatory qualifications for membership by reason of race, color, religious creed, sex, age, national origin, ancestry, or numerical restrictions of total membership, unless based upon a bona fide occupational qualification, and the Union shall grant to allow members equal voting rights.

37. UNION DUES, INITIATION FEES AND SERVICE FEES

- A. After employees who desire to join the Union have served the probationary period, employees who desire to join the union shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues Form provided by the Union. After Employees who do not desire to join the Union have served the probationary period, they shall tender the service fee by signing the Authorization for check-off of service fee form provided by the Union.

B. Upon proper presentation of the Forms identified in Section "A" to the School Business Office, the Employer agrees to deduct Union membership dues levied in accordance with the Union and service fees from the pay of each employee who has executed the Authorization.

Said language becomes null and void in the event that 2012 Public Act 53, currently enjoined as of the ratification of this master agreement become in effect.

38. VALIDITY OF AGREEMENT

If any of the provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provision of application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in 2012 Public Act 436.

39. BARGAINING UNIT WORK

Other employees of the District who are members of other unions, shall not be permitted to perform Custodial, Maintenance, and Grounds and Food Service employee's work except in cases of emergency arising out of unforeseen circumstances which call for immediate attention, instruction or training of employees, including the demonstration of the proper method to accomplish the task assigned and except the occasional performance of minor tasks, such as the occasional delivery of materials and supplies. This will not be the case if that person is acting in the capacity of a volunteer. This will not preclude the use of high school students hired under Federal or State funded programs and District work experience programs, provided they are not used to reduce, displace, or replace the hours of bargaining unit employees. Administrators and supervisors may operate District vehicles otherwise used for custodial, maintenance, and grounds purposes where bargaining unit employees are not-reduced, displaced, or replaced during their regular hours. It is further agreed that students may pick up papers, and do other minor policing of the grounds. This Article shall not be construed as preventing non-bargaining unit members from performing work performed in the past by non-bargaining unit members.

40. RATES FOR NEW POSITIONS

When a new position is created in the bargaining unit and cannot properly be placed in any existing classification, the Employer shall notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the rate and description are proper, the issue shall be subject to negotiation.

41. INSURANCE

The District will provide to full-time Custodial, Maintenance, Grounds and Food Service (hired prior to January 1, 2005) employees who work at least seven (7) hours per day, premium payments for health, life, dental and vision insurance to such employees needing such coverage. Said premium payments will cease effective at the end of the month containing the employee's retirement, resignation, or termination date.

Health insurance benefits for anyone hired after the ratification of this agreement will be offered only that which is required by the Federal Affordable Care Act.

A. Plan #1. The following insurance plans and self-funded benefits will be provided to full-time employees (and their eligible dependents) who have a need for health insurance, meaning that they are not also enrolled in another health plan until October 31, 2012:

1. Health MESSA Choices II or coverage similar to MESSA Choices II with \$100/\$200 in-network deductible; \$250/\$500 out-of-network deductible; \$10 Office Visit (OV); \$25 Urgent Care (UC); \$50 Emergency Room (ER)
2. Dental Self-funded (with third party administration) through ADN based on Delta Dental specifications (100/80/80: \$1,000)
3. Vision National Vision Administrator based on VSP 2 specifications
4. Negotiated Life/ \$15,000
 AD&D

(the District will pursue alternative life insurance providers who may provide the same benefit at a cost savings)

All premium payments by the District and by enrolled employees (which have been payroll deducted by the District) for insurance coverage shall be paid directly by the District to the carrier or policyholder, as appropriate.

Effective November 1, 2012, the following insurance plans and self-funded benefits will be provided to full-time employees (and their eligible dependents) who have a need for health insurance, meaning that they are not also enrolled in another health plan:

1. Health MESSA Choices II or similar to MESSA Choices II with Saver Rx drug card; the Health plan will also include the following deductible and co-payments: \$500/\$1,000 in-network deductible, \$1,000/\$2,000 out-of-network

deductible, \$20 Office Visit (OV); \$25 Urgent Care (UC);
\$50 Emergency Room (ER)

2. Dental Self-funded (with third party administration) through ADN based on Delta Dental specifications (100/80/80: \$1,000)
3. Vision National Vision Administrator based on VSP 2 specifications
4. Negotiated Life \$30,000

(The District will pursue alternate life insurance providers who may provide the same benefit at a cost savings)

The district will contribute one hundred percent (100%) toward Plan #1 premium or premium equivalent costs for dental, vision and life insurance for full-time employees (and their eligible dependents). Any premium in excess of what the Board is obligated to pay will be paid by the employee through payroll deduction.

Beginning July 1, 2013 the monthly amounts for payroll deduction shall be based on an allocation of aggregate premium exceeding the cap for this unit distributed proportionately based on MESSA's rate determination factors (Single - 1, Two Person - 2.25, Family - 2.5), and have been calculated as follows: Single - TBD; Two Person - TBD; Family - TBD. If it is determined that the insurance provider can offer coverage for a single parent plus a child in such a way that it is not considered comparable coverage to that offered for an individual and spouse or is not offered in lieu of such coverage, thus meeting the requirements as addressed in Q12 and A12 in the State of Michigan Department of Treasury Public Act 152 of 2011: Publically Funded Health Insurance Contribution Act Frequently Asked Questions, the District agrees to include a single parent plus a child in the cap calculation at the same rate as family coverage. In June of 2013 the District will reconcile the required amount of employee contributions to comply with Section 3 of the Publically Funded Health Insurance Contribution Act (PA 152 of 2011). Representatives of the District and the Association shall meet to discuss the June reconciliation. If it is determined that employee contributions through payroll deduction do not satisfy the amount required to comply with Section 3 of the Publically Funded Health Insurance Contribution Act (PA 152 of 2011), any additional required employee premium contributions will be made through payroll deduction on the final payroll in June 2013. If it is determined that employee contributions through payroll deduction will exceed the amount required to comply with Section 3 of the Publically Funded Health Insurance Contribution Act (PA 152 of 2011), this excess amount will be distributed proportionately (using MESSA's rate determination factors as listed above) as an adjustment to the required premium withholding from the final payroll in June 2013.

The District will provide any Food Service employee hired after January 1, 2005, who works at least seven (7) hours per day, single subscription coverage for the health portion of the plan and associated premium payments as described above.

Food Service employees, who work less than seven (7) hours per day, including Cashiers and Lead Servers, do not qualify for employer paid insurance. However, the District will contribute toward premium payments in the proportion that the number of hours worked per day is to seven (7) hours.

All premium payments by the District and by enrolled employees (which have been payroll deducted by the District) for insurance coverage shall be paid directly by the District to the carrier or policyholder, as appropriate.

Note: For food service staff employed during the 2006-2007 school year eligible to receive insurance benefits when working six (6) hours or more per day, will continue to be eligible to receive those benefits as long as they maintain a work schedule of at least six (6) hours or more.

B. Plan #2. For eligible full-time Custodial, Maintenance, Grounds and Food Service (hired prior to January 1, 2005) employees not needing the health insurance coverage, the District will provide the following:

1. Dental Self-funded (with third party administration) through ADN based on Delta Dental specifications (100/80/80: \$1,000)
2. Vision National Vision Administrator based on VSP 2 specifications
3. Neg. Life/AD&D \$15,000

(the District will pursue alternative life insurance providers who may provide the same benefit at a cost savings)

4. Cash Stipend of \$350 per month

The District will contribute one hundred percent (100%) toward Plan #2 premium or premium equivalent costs for dental, vision, and life insurance for full-time employees (and their eligible dependents). Any premium in excess of what the Board is obligated to pay will be paid by the employee through payroll deduction.

All premium payments by the District and by enrolled employees (which have been payroll deducted by the District) for insurance coverage shall be paid directly by the District to the carrier or policyholder, as appropriate.

For Food Service employee hired after January 1, 2005, who works at least seven (7) hours per day, and are not in need of health insurance coverage, the District will provide the following:

1. Dental Self-funded (with third party administration) through ADN based on Delta Dental specifications (100/80/80: \$1,000)

- 2. Vision National Vision Administrator based on VSP 2 specifications
- 3. Neg. Life/AD&D \$15,000

(the District will pursue alternative life insurance providers who may provide the same benefit at a cost savings)

All premium payments by the District and by enrolled employees (which have been payroll deducted by the District) for insurance coverage shall be paid directly by the District to the carrier or policyholder, as appropriate.

For the 2013-14 school year, and the duration of this agreement, this article is subject to reopening annually per the request of either party. Currently, the District has elected to meet the state requirements as a hard cap District. The status of hard cap or 80/20 will be reviewed annually prior to June 30th.

42. DURATION OF AGREEMENT

This agreement shall become effective as of the date it is ratified by the parties and shall remain in full force and effect for a period of five (5) years thereafter, until June 30, 2018.

IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES NAMED HEREIN ON MARCH 26, 2013.

For the Union:

Angela Labor
Angela Labor

Date

3-27-13

Brian K. Ratliff
Brian Ratliff

Date

3-27-13

For the Employer:

Dave Peterson
Dave Peterson

Date

3-27-2013

LAKEVIEW SCHOOL DISTRICT
CUSTODIAL MAINTENANCE GROUNDS SALARY SCHEDULE

CLASSIFICATION 1 – Custodians

Step	2012-13
1	\$14.85
2	\$15.13
3	\$15.29
4	\$15.42
5	\$15.71

CLASSIFICATION 2 – Lead Custodians

Step	2012-13
1	\$15.92
2	\$16.22
3	\$16.34
4	\$16.50
5	\$17.05

CLASSIFICATION 3 - MS Lead Custodian, Grounds, Floater, Food Truck Driver

Step	2012-13
1	\$16.67
2	\$16.96
3	\$17.11
4	\$17.27
5	\$17.68

CLASSIFICATION 4 – Maintenance

Step	2012-13
1	\$17.40
2	\$17.71
3	\$17.86
4	\$18.00
5	\$18.40

Regular full-time custodial/maintenance/grounds employees, who are required by the State of Michigan and/or the District to be licensed or certified to be qualified in discharging the responsibilities of their current position, shall receive a single \$300.00 payment each year for such licenses or certifications. This amount shall be paid on the first payroll of September each year.

Note: Lead Ground and Lead Maintenance personnel will be paid an additional \$1.00 per hour.

At the bargaining unit's request, this exhibit shall be reopened annually for further negotiation regarding professional compensation after 1) receipt of the previous school year's final audit report, 2) fall count day results (unaudited), and the October Board of Education meeting.

**LAKEVIEW SCHOOL DISTRICT
FOOD SERVICE SALARY SCHEDULE**

CLASSIFICATION 1 – Cashiers

Step	2012-13
1	\$8.90
2	\$9.47
3	\$10.04
4	\$10.61
5	\$11.17

CLASSIFICATION 2 – Lead Servers, Cooks

Step	2012-13
1	\$8.88
2	\$9.60
3	\$10.31
4	\$11.00
5	\$11.73

MSFSA Certification: Employees who receive and maintain MSFSA certification will receive \$300.00 (three hundred dollars). Said amount to be paid on the first payroll of September, each year.

At the bargaining unit's request, this exhibit shall be reopened annually for further negotiation regarding professional compensation after 1) receipt of the previous school year's final audit report, 2) fall count day results (unaudited), and the October Board of Education meeting.

LETTER OF AGREEMENT
BETWEEN
LAKEVIEW SCHOOL DISTRICT BOARD OF EDUCATION (Board)
AND
LOCAL CHAPTER 331 CUSTODIAL, MAINTENANCE, GROUNDS AND FOOD SERVICE
(COUNCIL 25, AFSCME, AFL-CIO)

The current master agreement between the above parties does not currently provide for members to earn compensatory time. Therefore, for the remainder of the 2013-2018 Master Agreement, it is agreed by the undersigned that, for the Custodial, Maintenance and Grounds employees:

1. Overtime earned as compensatory time must be approved by the supervisor.
2. Compensatory time is defined by any hours actually worked over forty (40) hours per week. Sick leave and any Personal or Vacation leave not approved prior to the overtime being worked is not considered as time worked for the purposes of calculating overtime and, therefore, shall be paid consistent with the Fair Labor Standards Act.
3. Compensatory time earned and used must be documented on a timesheet, approved by supervisor and submitted to payroll.
3. Compensatory time off may be given for hours worked in excess of forty (40) hours in one week as defined above in ¶2 if mutually agreed to by the supervisor and the employee. Such compensatory time shall be at time and one-half as provided for in the current Master Agreement. Compensatory time shall be earned and used in increments of fifteen (15) minutes.
4. Compensatory time not used within the same fiscal year in which it was earned will be paid in full on the last pay in June of the fiscal year in which it was earned.

Dave Peterson

For the Board

1-31-2014

Date

Brian K. Ratliff

Brian Ratliff, For the Association

1-31-14

Date

Charles Clines

Charles Clines, For the Association

1-31-14

Date

Angela M. Tabor

Angela Tabor, For the Association

2-4-14

Date

LETTER OF AGREEMENT
BETWEEN
LAKEVIEW SCHOOL DISTRICT BOARD OF EDUCATION (Board)
AND
LOCAL CHAPTER 331 CUSTODIAL, MAINTENANCE, GROUNDS AND FOOD SERVICE
(COUNCIL 25, AFSCME, AFL-CIO)

The current master agreement between the above parties does not provide for unpaid leave of absence. Therefore, for the remainder of the 2013-2018 Master Agreement, it is agreed by the undersigned that:

1. Unpaid leaves of absence may be granted by the Superintendent of Schools for:
 - a. Serious Illness of the Employee or Employee's immediate family as defined in Article 29. Leave due to illness shall be for a period of not more than one year. Medical verification may be required by the Superintendent.
 - b. Educational Study. An unpaid leave of absence may be granted, at the Superintendent's discretion, for further education study upon proper application.
 - c. Meritorious Leave. Unpaid leaves for other reasons may be granted for reasons deemed meritorious by the Employer.
2. The employee shall notify the Superintendent in writing of his/her desire to take a leave. The letter requesting leave shall include the anticipated date of return and, except in an emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. The written leave request must include supporting documentation.
3. While on an unpaid leave of absence, employee will:
 - a. not receive fringe benefits at the expense of the district, except where required under the Family and Medical Leave Act;
 - b. not be entitled to accumulate sick leave or other paid leave;
 - c. not accumulate seniority or advance on the salary schedule unless said employee completes 130 days of his/her assignment in any one school year.
4. An employee returning from a leave of absence shall be reinstated to the position he/she held when his/her leave began provided the employee returns to work within sixty (60) work days.

Dave Peterson
For the Board

1-31-2014
Date

Brian K. Ratliff
Brian Ratliff, For the Association

1-31-14
Date

Charles Clines
Charles Clines, For the Association

1-31-14
Date

Angela M. Tabor
Angela Tabor, For the Association

2-4-14
Date

Letter of Agreement

Between

The Lakeview School District Board of Education

And

Local 331 Custodial, Maintenance, Grounds and Food Service Employees

Of

Council 25 American Federation of State, County and Municipal Employees AFL-CIO

For the duration of the 2013-2018 Master Agreement, both parties agree to the following revisions to:

Article 13: Work Day and Work Week and Time and One-Half

The following language change in **Article 13 (J)** Snow Day is approved:

- When a school is closed due to inclement weather or other conditions beyond the control of the Employer, all Custodial, Maintenance, and Grounds employees must report to work unless specifically excused from duty by the Superintendent of Schools. Food Service workers shall also report to work on such days if they are needed for pre-scheduled catering. Food Service workers who are excused from work when schools are closed due to inclement weather or conditions beyond the control of the Employer will be paid the average daily work assignment for up to ~~two~~ three (3) days per year. After which they may use available personal leave. In the event there is no need for a third snow day the Employer will pay Food Service employees an additional one day of pay which will be included in the last pay period of June.

Article 14: Holidays

Due to the change in the student calendar, school will be in session on Martin Luther King Holiday and Election Day in November (the first Tuesday after the first Monday) is no longer a student day and school will be closed on that day.

Martin Luther King Day is a work day for all Local 331 Custodial, Maintenance, Grounds and Food Service Employees unit members.

The following language change in **Article 14(A)** Holidays is approved:

- In return, Food Service employees will receive holiday pay for the November Election Day that falls in each of the year's 2014-2018. Any Food Service employee who works on Election Day will receive pay for time and one half for hours worked in addition to their regular holiday pay.
- In return, Custodial, Maintenance and Grounds unit members will receive holiday pay for a day at the employee's discretion during the non-student days within winter break. Grounds and Maintenance unit members will be on call during this time.

Article 14 Holidays

The following language change in **Article 14(A)** Holidays is approved:

Custodial, Maintenance and Grounds employees:

- Employees whose regular work schedule includes any or all of the following days: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Day before New Year's Day shall be given an additional Holiday with pay at the employee's current regular wage that must be used during the non-student day's within winter break or during the week of Fourth of July.

Article 14: Holidays

The following language change in **Article 14(C)** Holidays is approved:

Custodial, Maintenance, Grounds and Food Service Employees:

- An employee will not receive holiday pay for the designated holiday if he/she is absent without leave-pay the scheduled workday preceding the holiday or the scheduled workday following the holiday. Sick days taken preceding or following a holiday will require a doctor's note if abuse of the sick leave is suspected.

Modified Food Service Salary Schedule

Food Service employees:

- It was agreed that Classification 1 and 2 be merged into a single salary scale for all Food Service employees to be compensated at the former Classification 2 lead server, cook schedule. Association members currently classified as Cashiers will be transitioned to the single salary scale schedule and the step that they were at prior to this agreement.

Angela M. [Signature] 12-4-14

Signed

Date

Dave Petun 12-4-2014

Signed

Date

[Signature]

Signed

Date

[Signature] 12/4/2014

Signed

Date