

AGREEMENT
between
ELKTON-PIGEON-BAY PORT
LAKER SCHOOLS

6136 Pigeon Road
Pigeon MI 48755

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 – A, B, C, D, G, H, P, RA, S – AFL-CIO

500 Hulet Drive
Bloomfield Township, MI 48302

Food Service
2020-2023

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AGREEMENT

This Agreement, entered into by and between the Laker Schools Board of Education, hereinafter called the "Board" or "Employer", and the International Union of Operating Engineers, Local 324 - A, B, C, E, G, H, P - AFL-CIO (Cafeteria Employees), hereinafter called the "Union".

ARTICLE I RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining representative for cooks and helpers, excluding supervisors and all other employees.

ARTICLE II MANAGEMENT RIGHTS

Except to the extent expressly abridged by specific provisions of this Agreement, the Board reserves and retains solely and exclusively all of its common law rights to manage the school system, as such rights existed prior to the execution of this or any other previous Agreement with the Union or any other union.

The sole and exclusive rights of management, which are not abridged by this Agreement, shall include, but are not limited to, its right to determine the existence or non-existence of facts which are the basis of a management decision, to determine prices of food, volume of production and methods of financing, to eliminate aspects of food production, to discontinue or lease food service or any part thereof free of liabilities of this Agreement; to establish or continue policies, practices and procedures for the conduct of food service and, from time to time, to change or abolish such policies, practices and procedures; the right to determine, from time to time, and redetermine the number, location and relocation and types of its operations and the methods, processes, and materials to be employed; to discontinue processes or operations or discontinue their performance by employees of the school board; to determine the number of hours per day or per week operations shall be carried on; to select and to determine the number and types of employees required; to assign work to such employees in accordance with requirements determined by the administration; to establish and change work schedules and assignments; to transfer, promote, or demote employees or to lay-off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons, to determine the fact of lack of work, to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees for cause and otherwise to take such measures as the administration may determine to be necessary for orderly, efficient and profitable operation of its food service.

**ARTICLE III
HOURS OF WORK**

- A. The administration shall determine the number of hours per day and per week.
- B. Those employees regularly scheduled to work four (4) or more hours per day shall receive a ten (10) minute break.
- C. Overtime and extra hours that may not necessarily result in the payment of overtime will be rotated among employees within the same classification. If all bargaining unit members decline and no substitute can be scheduled, the employee with the least number of hours in the classification in the rotation at that time may then be required to perform the work.

**ARTICLE IV
PROFESSIONAL DEVELOPMENT**

All employees are required to complete and pass the Michigan Department of Education Statewide Training Sanitation and Safety course. Class fees, meals, and mileage will be paid by the district.

**ARTICLE V
SICK LEAVE**

- A. Each eligible employee covered by this Agreement shall be entitled to one (1) sick day per month, or ten (10) per year.
- B. In the event of questions concerning misuse, abuse or fitness for duty, a doctor's or other form of statement may be required.
- C. Employees may use three (3) paid sick days in the event of death in the immediate family. Immediate family will be defined as spouse, child, employee's mother, father, sister or brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son or daughter-in-law, step children, grandparents and grandchildren.
- D. Each bargaining unit member will be entitled to two (2) personal leave days, not deducted from sick leave, to be used for personal business which cannot normally be handled outside school hours. The request for personal days is subject to approval of the administration. Unused personal business days will be added to the employees' sick leave at the end of the year.
- E. It is understood that sick days and personal business are credited at the start of the employees work year in anticipation of the employee completing the entire year. Should the employee leave the employment of the Board, be laid off during the year or

go on unpaid leave under Article 10 during the year, the employee is responsible to reimburse the district for any overpayment (i.e. resigns at mid-year and used all 10 sick days and 2 personal days, the employees owes the district for 5 sick days and 1 personal day).

**ARTICLE VI
VACANCIES AND PROMOTIONS**

- A. The Union recognizes that the Board has the right to make job assignments and transfers, fill vacancies and award promotions, which action is not subject to challenge when not in direct contradiction to any specific and/or expressed term of this Agreement. The Board recognizes that it is desirable in making assignments, transfers, filling vacancies and awarding promotions to consider the interests and aspirations of its employees.
- B. When a vacancy or new position arises, the Superintendent shall post notice of same in the respective buildings for five (5) days before the position is permanently filled. Vacancies shall be filled on the basis of qualifications, experience and seniority.
- C. The right of selection for the Head Cook position rests exclusively with the district. Where the district determines the qualifications and experience are equal, the applicant with the most seniority will be assigned.

An employee who is transferred to the Head Cook position will serve a thirty (30) working day trial period. During the trial period the employee may elect to return to their former position or the employer may transfer the employee back to their former position.

**ARTICLE VII
GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as an alleged violation, misinterpretation or inequitable application of a specific provision of this Agreement. Grievances may not be filed on any subject for which another forum is already provided, such as the Michigan Public Employment Relations Act or any other state or federal agency, such as the E.E.O.C., nor may a grievance be lodged on any matter which could be heard by local, state or federal courts.

The term days when referenced in this article refers to days on which the central office is open.

STEP ONE

An employee with a grievance must initiate this procedure within five (5) days of when

the employee became aware of the act or condition which gave rise to that grievance by discussing the matter with his/her immediate supervisor.

STEP TWO

If the employee is not satisfied with the disposition given by the supervisor, or if no disposition is given within five (5) days, the grievance must be committed to writing setting forth the specific provisions of the Agreement which have allegedly been violated, a brief description of the circumstances surrounding the alleged violation, and the remedy sought. The written grievance then must be presented to the supervisor within three (3) days of the last answer, or within three (3) days of when the supervisor should have answered the grievance orally in the event that no answer was given. The supervisor will then have three (3) days in which to give his/her written answer to the complaint. If no answer is given within three (3) days, or if the answer given is not satisfactory, the grievance shall be appealed to the Superintendent within three (3) days of the unsatisfactory answer, or within three (3) days of when the answer should have been given in the event that no answer was given.

STEP THREE

The Superintendent will arrange for a meeting between the grievant, the Union representative, and him/herself or his/her representative within ten (10) days of when the grievance is appealed to the Superintendent. The Superintendent or his/her designee shall have seven (7) days in which to answer the grievance after the above-mentioned meeting is held.

STEP FOUR

- A. If the Union is not satisfied with the disposition of the grievance by the Superintendent or if there is no answer within the above time line, the Union may file a written Demand to Arbitrate with the Superintendent within thirty (30) days of receipt of the response.

If no response is issued, the demand shall be submitted within thirty (30) days from the deadline for the Superintendent's response. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration shall be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties.

- B. Any grievance not appealed within the time limits set forth above shall be considered settled on the basis of the Employer's last answer. Any grievance not initiated within the time limits set forth shall not be considered grievable.
- C. The time limits provided in this Article shall be strictly observed but may be extended by written mutual agreement of the parties.
- D. The Union or the Board may call any person as a witness in any arbitration hearing.
- E. The fees, expenses and filing fees of the arbitrator shall be shared equally between the parties.
- F. The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his/her discretion for that of the parties hereto.
- G. Each party shall be responsible for the expenses of the witnesses that it may call.
- H. Neither party shall be permitted to present in the arbitration hearing any evidence, either written or oral, that had not been disclosed to the other party in any of the previous step levels of the grievance procedure.
- I. The arbitrator shall render his/her decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the arbitration hearing. If briefs are filed, the date will be thirty (30) calendar days from the due date of the briefs.

**ARTICLE VIII
UNIFORM ALLOWANCE**

The uniform allowance shall be one hundred seventeen dollars and 50 cents (\$117.50) dollars per year for each bargaining unit member. The employee must present a paid store receipt for reimbursement.

**ARTICLE IX
SNOW DAYS**

Employees shall have up to the maximum number of inclement weather days or other cancellations allowed by the state, which shall not be deducted from sick leave. Should state law or actions of the State of Michigan Board of Education change to modify the number of "Act

of God” days allowable for purposes of receiving state aid, the parties shall meet in special conference to attempt to resolve the issue.

Once the number of days that are not required to be made up to receive full state aid is reached , pay for any additional will be discontinued and employees will be paid on the scheduled make up day(s).

**ARTICLE X
LEAVES OF ABSENCE**

Any member of the unit may request an unpaid leave of absence from the Board of Education. Such leave may be for up to one (1) year. The granting of such leave is at the discretion of the Board of Education.

**ARTICLE XI
NEGOTIATIONS PROCEDURE**

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representative from within or outside of the district. While no final agreement shall be executed without ratification by the Union and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, and to consider proposals and to make concessions, and to recommend ratification in the course of negotiations.

**ARTICLE XII
FRINGE BENEFITS**

- A. Employees regularly scheduled to work at least fifteen (15) hours per week will be eligible for the benefits described in this article.
- B. Eligible employees will be provided with a thirty thousand-dollar (\$30,000.00) life insurance policy subject to the terms of the carrier.
- B. Eligible employees will be provided with up to full family vision and dental.

The annual vision benefits are as follows:

Exam	\$48.00
Regular Lenses	\$63.00
Bifocal Lenses	\$72.00
Trifocal Lenses	\$90.00
Lenticular Lenses	\$108.00
Frames	\$100.00

Contact Lenses \$150.00

Employees not electing to enroll in dental and vision, will be paid \$25.00 per month in cash under a qualified section 125 plan.

Employees may elect to retain the cash or elect to purchase tax deferred annuities available through the Business Office.

- C. The District reserves the right to select and change underwriters for the above benefits and to self-insure the dental and vision plan.
- D. Subject to the rules and regulations of the various underwriters, employees may purchase additional term life coverage or improve the dental and vision plans.
- E. In the event the law changes in such a manner as to require employees to pay a portion of their insurance premiums, such amounts will be deducted as a condition of this Agreement. If the vision benefit is self-funded, the cost to be deducted will be determined by the following the state regulations.

**ARTICLE XIII
HOLIDAY PAY**

- A. The following days shall be considered paid holidays for all bargaining unit members who have obtained seniority. Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, the day after Christmas, New Year's Eve, New Year's Day, Good Friday and Memorial Day. In the event Good Friday is a day of instruction, an alternative date will be established.
- B. In order to qualify for holiday pay, an employee must have seniority prior to the holiday, and must work the first scheduled workday prior to and the first scheduled workday following the holiday.

**ARTICLE XIV
MISCELLANEOUS**

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements are arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the Board, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subjects or matters not specifically referred to or covered in this

Agreement, even though such subjects or matters may not have been within the knowledge or contemplations of either or both of the parties at the time they negotiated or signed this Agreement. No agreement, alteration, understanding or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Board unless executed in writing between the parties hereto and the same has been ratified by the Board and the Union.

- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other conditions and provisions shall continue in full force and effect, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision or application.
- C. The parties acknowledge that this contract incorporates their full and complete understanding, and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.
- D. Seniority is defined as the length of continuous uninterrupted service in the bargaining unit. Seniority will not accrue while on an extended unpaid leave under article XI or during periods of layoff. Seniority will be lost if the employee transfers out of the bargaining unit for a period in excess of twenty-four (24) months from the effective date of the transfer. During the twenty-four (24) month period, previously accumulated seniority shall be frozen.

Employees hiring into the bargaining unit will serve a ninety (90) workday probationary period. Days missed during the probationary period will serve to extend the time period. Once the probationary period is complete, the employee will be entered on the list.

- E. Layoffs and recall will be based upon seniority provided the employee is otherwise qualified as specified in Article VII. When a layoff is necessary, a bid meeting will be conducted and employees will select positions. No employee will be permitted to displace the Head Cook as a result of the procedures in this section.

A reduction in hours of fifteen (15) minutes or less in a fiscal year (July 1 to June 30) will not constitute a layoff.

Employees will be eligible for recall for a period of two (2) calendar years from the effective date of the employee's layoff. Vacancies will be posted first for existing

employees prior to implementing a recall.

- F. The Employer shall develop job descriptions for each classification and present same to the employees. From time to time, the Employer may modify, delete or add to the job descriptions. The job descriptions shall include the title, requirements and duties. In the event of an apparent work overload, the Union and Administration will meet to discuss possible remedies.

- F. Jury Duty

An employee called to jury duty or to give testimony in court that does not involve employee/employer relationships shall receive the difference between their daily rate (excluding any overtime) and any fees received by the individual from the court, not to exceed thirty (30) days in any calendar year.

- H. Working Conditions

- 1. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Employees shall report any unsafe condition in writing to the Employer as soon as is possible. The Employer will promptly investigate such conditions.
- 2. The employer will review safety equipment suggestions which are made in writing by bargaining unit members.

- I. 1. The Board agrees to submit written notification of any discipline or discharge of a permanent employee to the Chief Steward within five (5) working days from the date of such disciplinary action.

- a. Should the employee consider such disciplinary or discharge action to be improper, the matter may be referred to the grievance procedure. The disciplining or discharge of a probationary employee shall not be subject to the grievance procedure.

- b. Employees shall be subject to discipline or discharge for violation of reasonable rules and regulations adopted by the Employer.

- 2. The Union and its duly authorized representatives, and respective affiliates, shall be permitted to hold meetings and transact official Union business on school property at all times, with the permission of the building principal, provided that this shall not interfere with or interrupt normal school operation. When a special custodial service is required, the Board may make a reasonable charge thereof. No charge shall be made for the use of school rooms.

3. The Union shall have the right to use school facilities and equipment, including typewriters, duplicating equipment, calculating machines, and all types of audio-visual equipment at all times, when such equipment is not otherwise in use and with the agreement of the administration.

- J. Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy that requirement. No grievances may be processed contesting actions taken by an Emergency Manager.

**ARTICLE XV
BINDING EFFECTIVE AGREEMENT**

- A. Except as set forth in Section A below, this Agreement shall be effective upon the later of ratification by the parties or July 1, 2020 and shall continue in full force and effect until June 30, 2023

The changes in hourly pay rates for the 2020-2021 contract year will take effect upon ratification by the parties of the amendments and extension being made to the 2020-2021 master agreement.

- B. If either party desires to terminate this Agreement they shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year, thereafter, subject to notice of termination by either party on ninety (90) calendar days written notice prior the current year of termination.

- C. If either party desires to modify or change this Agreement it shall, ninety (90) calendar days prior to the termination date, or subsequent termination date, give written notice of amendment, in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment 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 be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

- D. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, the International Union of Operating Engineers, Local 324, AFL-CIO, 500 Hulet Drive, Bloomfield Township, Michigan 48302, and if to the Employer, addressed to the Superintendent, Laker Schools, 6136 Pigeon Road, Pigeon

Michigan 48755.

**ELKTON-PIGEON BAY PORT
LAKER SCHOOLS**

President

Secretary

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 324, AFL-CIO**

Business Manager

President

Recording-Corresponding Secretary

WAGES

Classification	2020-2021	2021-2022	2022-2023*
Head Cook	\$14.64	\$14.89	\$15.14
All Other Kitchen Workers	\$12.92	\$13.17	\$13.42
Extra Functions	\$15.20	\$15.45	\$15.70

* see Section C below

The Head Cook position and rate will only apply when the district has determined to assign the functions associated with that position within the bargaining unit.

A. New Hires

Newly hired employees into the bargaining unit hired shall make one dollar (\$1.00) less per hour than the rate of classification; after one (1) year of employment, fifty cents (\$.50) less than the classification; start of the employee's third year, the going rate of the classification.

B. Longevity

Employees hired into the bargaining unit with over ten (10) years of food service seniority with the bargaining unit since the last date of hire in the unit as of June 30th of each year shall receive a one hundred seventy five (\$175.00) in 2020-2021, two hundred (\$200.00) in 2021-2022, and two hundred twenty five (\$225.00) in 2022-2023. For a longevity payment no later than June 30th. Employees with over twenty (20) years of food service seniority with the district as of June 30th of each year shall receive a two hundred twenty five (\$225.00) in 2020-2021, two hundred fifty (\$250.00) in 2021-2022, and two hundred seventy five (\$275.00) in 2022-2023 as a longevity payment no later than June 30th.

Unpaid leaves of absence and periods of layoff shall not constitute an interruption in service but will not be counted as time worked. Employees must work at least 80% of the regularly scheduled hour in the year to qualify for payment.

C. In the event the per pupil foundation allowance for the 2022-2023 contract year is at or less than the foundation allowance for the 2020-2021 school year, the wage schedule will be frozen rather than increased as show above. In addition to the freeze, the longevity credit for 2022-2023 will be frozen and will not be reinstated in the future absent mutual agreement between the parties.

Addendum

Since the approval of the handbook by the Board of Education, the Michigan Legislature enacted and later amended legislation impacting upon certain employees "paid medical leave" benefits effective March 29, 2019 unless a ratified contract was in effect.

The Act (Public Act 369 of 2018) requires that certain employees be provided each "benefit year" (July 1 to June 30) with paid medical leave for certain defined conditions including personal or family health needs, as well as purposes related to domestic violence and sexual assault that may not be afforded under the terms of the current handbook.

"Eligible employees" means a non-probationary (maximum of 90 days while in probationary status) employee engaged in service to an employer in the business of the employer and from whom an employer is required to withhold for federal income tax purposes certain exceptions and whom is not exempt from the payment over overtime under the Fair Labor Standards Act (generally means those employees paid on any hourly basis). Excluded are salaried employees who are exempt from the payment of overtime under the Fair Labor Standards Act (salaried personnel) and those employees employed by an employer for 25 weeks or fewer in a calendar year for a job scheduled for 25 weeks or fewer and an individual who worked, on average, fewer than 25 hours per week during the immediately preceding calendar year.

Lakers at present affords more paid time off each year (paid sick leave; personal business; and in where applicable paid vacation time for certain classifications of hourly employees) than the Act requires, however, the restrictions on use of paid time off in the handbook in some instances does not meet the new standards required under the Act.

Lakers also currently affords for the carry-over of unused hours that is not required by the Act. This addendum is intended to supersede any conflicting obligations under the handbook but only to the extent the law requires as such during a benefit year.

The Act only regulates the first 40 hours of paid time off required under the Act. Lakers credits at least 40 hours of paid time off at the start of the employees work year which is in compliance with the Act and also affords the ability to accumulate paid time off from year to year which exceeds the requirements of the Act.. As such and by way of example, an employee who has used 40 hours paid time off in a benefit year for the employees own personal illness would not be afforded the ability to use any additional paid time off where the handbook restricts usage for that purpose even though the Act would have afforded that ability had the employee not used the aforementioned 40 hours.

Under the Act, Lakers will afford eligible employees the ability to use credited paid medical leave for the following reasons for the first 40 hours of paid time off each benefit year. Following the usage of the first 40 hours in a benefit year, the restrictions in the handbook will apply in all instances.

- a. The eligible employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the eligible employee's mental or

physical illness, injury, or health condition; or preventative medical care for the eligible employee.

- b. The eligible employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the eligible employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the eligible employee.
- c. If the eligible employee or the eligible employee's family member is a victim of domestic violence or sexual assault, the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- d. For closure of the eligible employee's primary workplace by order of a public official due to a public health emergency; for an eligible employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by the health authorities having jurisdiction or by a health care provider that the eligible employee's or eligible employee's family member's presence in the community would jeopardize the health of others because of the eligible employee's or family member's exposure to a communicable disease, whether or not the eligible employee or family member has actually contracted the communicable disease.

Under the Act, a family member includes all of the following:

- a. A biological, adopted or foster child, stepchild or legal ward, or a child to whom the eligible employee stands in loco parentis.
- b. A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an eligible employee or an eligible employee's spouse or an individual who stood in loco parentis when the eligible employee was a minor child.
- c. An individual to whom the eligible employee is legally married under the laws of any state.
- d. A grandparent.
- e. A grandchild.
- f. A biological, foster, or adopted sibling.

An eligible employee wanting to use time under the Act must comply with Lakers usual and customary procedures for requesting time off and any documentation required to make a determination on the request.

Paid time off will be charged at the same rate as leaves not regulated by the Act.

Lakers has posted information relating to the Act in prominent places for eligible employees to use as a resource and may contact the central office or Michigan Department of Licensing and Regulatory Affairs with any questions. A copy of Public Act 369 of 2018 can be obtained on the State of Michigan Legislature's web site.

Letter of Agreement
between
Elkton-Pigeon-Bay Port
Laker Schools Board of Education
and the
International Union of Operating Engineers LOCAL 324

Re: 2020-2021 Settlement----off schedule payments

In addition to the increases in the salary schedule, the parties agree that each bargaining unit member will receive a one time off schedule payment in the first pay of September of 2020 in the amount of \$100 (minus applicable withholdings). This letter of agreement will expire upon the completion of payments in September of 2020.

For the Board

Date

For the IUOE

Date