

COLLECTIVE BARGAINING AGREEMENT

between

**LAKE SHORE PUBLIC SCHOOLS
BOARD OF EDUCATION**

and

LOCAL #1217 OF A.F.S.C.M.E

*July 1, 2008 – June 30, 2011
ST. CLAIR SHORES, MI*

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LAKE SHORE BOARD OF EDUCATION
LOCAL 1217 AFSCME
COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2008, between the Board of Education of Lake Shore Public Schools, hereinafter called the BOARD, and Local 1217 of the International Union of the American Federation of State, County, and Municipal Employees, hereinafter referred to as the UNION.

WITNESSETH:

WHEREAS, the laws of the State of Michigan authorize public employees and the public employers to enter into collective bargaining agreements in respect to rates of pay, wages, hours of employment, or other conditions of employment, and

WHEREAS, the UNION was selected by a majority of the employees of the BOARD covered by this agreement as their exclusive collective bargaining representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment, and

WHEREAS, the BOARD recognizes the right of the employees to engage in collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and

WHEREAS, the UNION recognizes that the BOARD under law has the final responsibility for establishing rules and regulations and policies for the proper establishment, maintenance, management, and carrying on of the public schools of the District, and

WHEREAS, in the best interest of the community comprising the school district herein represented by the BOARD and in the best interests of the representative parties hereto, the parties desire to enter into this collective bargaining negotiations conducted between the representatives of the parties.

NOW THEREFORE, in consideration of the mutual covenants and benefits to be derived the parties respectively agree:

ARTICLE I

RECOGNITION

Section 1. Purpose

The parties hereby enter into this agreement pursuant to the requirements of and authority granted by Act 379 of the Michigan Public Acts of 1965 to incorporate in this formal written collective bargaining agreement all of the terms and conditions of employment in respect to rates of pay, wages, hours of employment, or other conditions of employment for the employees covered hereby.

Section 2. Definitions

- (A) BOARD shall mean the Board of Education of the Lake Shore Public Schools, its successors or assigns.
- (B) UNION shall mean Local 1217 of the American Federation of State, County, and Municipal Employees.
- (C) EMPLOYEE shall mean any member of the bargaining unit as hereinafter defined.
- (D) STEWARD shall mean representative of the UNION or his/her alternate for the purposes and as provided hereinafter in the agreement.
- (E) SUPERVISOR shall mean the office (s) established by the Board of Education with direct supervision over custodial, maintenance, transportation and food service employees.
- (F) WORK LOCATION shall mean any building within the school district.
- (G) In the construction of the words used in this agreement whenever the singular number is used it shall include the plural and whenever the masculine gender is used it shall include the feminine gender. (s/he = she, he)

Section 3. Recognition of Union

The BOARD recognizes the UNION pursuant to and in accordance with all applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, as the sole and exclusive collective bargaining representative for all maintenance, custodial, transportation and food service employees of the District excluding substitute and seasonal employees and executive and supervisory positions now in existence or hereafter established.

ARTICLE I

Section 4. Exclusive Collective Bargaining Agreement

The BOARD shall not enter into any collective bargaining agreement with any employee or with any other collective bargaining organization on behalf of employees during the term of this agreement.

Section 5. Authority of the Board

The BOARD, on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself, subject to the collective bargaining rights of its employees with respect to wages, hours and other terms and conditions of employment as expressed in Act 379 of the Michigan Public Acts of 1965, and to the limitations described in the specific and express terms of this collective bargaining agreement, 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 of the United States, including but without limiting the generality of the foregoing, the right:

- (A) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while they are on duty.
- (B) To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their discipline, demotion or discharge, and to promote and transfer all such employees;
- (C) To make sure reasonable rules and regulations, not in conflict with this agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operation of the District's properties and facilities and after advance notice to the UNION and the employees, to require compliance therewith;
- (D) To determine the number and location of specific work assignments, the equipment and procedures to be used, the level of cleanliness or repair to be maintained, the schedule of duties for each work assignment, and to determine the starting and quitting time and the number of hours to be worked on each shift.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the BOARD, the adoption of policies, rules, regulation and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then to the extent and only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and the laws of the United States.

ARTICLE I

Section 6. Scope of the Agreement

The parties hereto mutually acknowledge that this agreement covers each of the rates of pay, hours of employment and terms and conditions of employment and any and all other matters upon which the parties are permitted under law and desire to enter into a collective bargaining agreement during the term hereof and they respectively acknowledge that many matters were considered in negotiations which are not incorporated herein and as to each of those matters as well as any other matters which were not considered in negotiations, all except as otherwise provided herein, they shall not be incorporated in a collective bargaining agreement during the term hereof.

Section 7. Employee Strikes Prohibited

The parties mutually recognize that strikes by employees are contrary to law and public policy. They further agree that differences shall be resolved by peaceful and appropriate collective bargaining processes without interruption of the school program. Therefore, the UNION agrees that no employee shall strike as defined by Act 379 of the Michigan Public Acts of 1965, as amended, during the term of this agreement. Any employee who is claimed by the BOARD to have violated this provision shall be accorded all of the procedural rights under Section 6 of said Act in connection with any discipline or discharge which the BOARD may desire to impose.

Section 8. Union Rights

In order to afford its membership protection of the law the UNION hereby reserves unto itself, subject only to the express provisions of this collective bargaining agreement, all the rights expressed in Act 379 of the Michigan Public Acts of 1965. It is mutually understood that these rights include the right to bargain with the BOARD with respect to wages, hours and other terms and conditions of employment and the rights to grieve, through the established procedure, on actions taken by the BOARD.

Section 9. Subcontracting

The parties mutually recognize the BOARD'S public obligation to budget and expend the District's resources in a reasonable and prudent fashion. Therefore, the BOARD shall have the right to contract out for services necessary to the construction of new facilities, or remodeling or renovating the District's existing properties and facilities. It is understood that contracting out for other services will not be done until after first meeting with the UNION BOARD to review any offers, contracts, bids, and/or estimates and allowing the UNION to meet or equal whatever offer is being considered for implementation. In no event if the same services can be done by the UNION at the same or relatively same cost to the DISTRICT, that service will not be contracted out.

ARTICLE I/II

Section 10. Consolidation

In the event the Lake Shore Public School District should consolidate with or be annexed to another school district, this agreement shall continue in full force and effect until the date of its expiration to the extent permitted by law.

ARTICLE II

UNION SECURITY AND RELATED MATTERS

Section 1. Union Security

Each employee, who, on the effective date of this agreement, is a member of the UNION and has authorized dues deduction shall do so with the understanding that the deductions shall continue for the length of the contract and each employee hired on or after the effective date of this agreement shall be bound by this same dues deduction requirement. Any such employee who is not a member of the UNION and who does not make application for membership shall, as a condition of employment, pay to the UNION each month a service fee as a contribution toward the UNION administration of this agreement. Employees who fail to comply with this provision within 60 days after employment shall be discharged, provided that the UNION has notified the BOARD of such fact.

Section 2. Union Dues and Initiation Fees

The BOARD agrees to deduct initiation fees and monthly UNION membership dues from the first paycheck of each calendar month for each employee from whom it receives written authorization to do so on forms provided by the UNION which are substantially in accordance with the forms presently used and entitled "Authorization for Check-off of Dues." For all ten (10) month employees, initiation fees and monthly UNION membership dues shall begin with the second paycheck of the school calendar year and continue with the first paycheck for each subsequent month. Such deductions shall be continued until the BOARD receives a written revocation of such authorization or until the employee terminates his/her services with the BOARD in any manner whatsoever. The following additional terms and conditions shall apply:

- (A) The BOARD shall forward all such deductions to the local UNION financial officer not later than seven (7) calendar days after such deductions are made accompanied by a list of the names of any employees for whom the UNION has submitted signed "Authorization for Check-off of Dues" forms.

ARTICLE II

(B) The BOARD shall not be liable to the UNION or any employee for the remittance or payment of any sum other than that constituting the actual deductions made from wages earned by employees in accordance with the authorization on file with the BOARD.

(C) The UNION agrees to protect and save harmless the BOARD from any and all claims, demands, suits and other forms of liability resulting from action taken or not taken by the BOARD in accordance with Sections 1 and 2 of ARTICLE II of this agreement.

Section 3. Recognition of Union Representatives

(A) The UNION will select their officers and stewards per their UNION procedures.

The elected stewards and alternate stewards will not exceed a maximum of 15.

The UNION will notify management promptly of all elected officers and stewards after each UNION election.

Management will recognize all duly elected UNION officers and stewards of AFSCME Local 1217.

(B) It is understood that a UNION member may use any elected AFSCME steward of their choice or any elected AFSCME officer.

(C) It is further understood and agreed that stewards and alternate stewards shall perform all of their regularly assigned work at all times or if they are unable to complete such work as a result of the time reasonably required for an emergency type of grievance, it shall be their responsibility to arrange with the appropriate supervisor or designated representative for the completion of their work by other employees regularly working in that school on their shift.

Section 4. Conduct of Union Business

No UNION business shall be conducted at any time during working hours except by prior permission of the immediate supervisor. Provided, it is understood and agreed that the president or steward may present an emergency type grievance to his/her immediate supervisor during working hours and only such time shall be used for such purpose as may be reasonably necessary to alleviate the emergency nature of the grievance, it being further understood and agreed that any further proceedings on such grievance will normally be taken before or after working hours except when the parties agree to the contrary in any case. No employee shall leave the school during working hours except upon prior permission of his/her immediate supervisor. However, the UNION president or his/her designee may leave his/her building to investigate and/or process an emergency

ARTICLE II

type grievance which shall be defined as an immediate threat to an employee's health, safety, or welfare.

Section 5. Bulletin Boards

The BOARD shall provide a bulletin board of appropriate size within each receiving and kitchen area in addition to one in the maintenance department and one in the transportation office for the use of the UNION for posting any and all material or literature pertaining to the business of the UNION, except any material or literature of a political nature. It is understood that materials pertaining to Union Elections are not deemed to be of a political nature within the meaning of this section.

Section 6. Special Conferences

In mutual recognition that important matters may arise during the term of this agreement upon which the parties desire to confer, it is agreed that special conferences shall be arranged between the appropriate supervisor and the UNION subject to the following conditions:

- (A) Each party shall have at least two (2) representatives in attendance and the UNION may be represented by a member of its Council or the International Union.
- (B) It is contemplated that such conferences shall be held before or after working hours of the employees who will attend the conference, provided that such conferences may be held at any time that is mutually agreeable to the parties. If any such conferences are held during the working hours of the employees, they shall be excused with pay for such purpose.
- (C) The party desiring the conference shall request such conference at least 24 hours in advance and such party shall present an agenda at the time the conference is requested. The other party may then present an agenda of matters it desires to discuss and the conference shall be limited to the matters set forth in the respective agendas.
- (D) The parties agree that resolutions reached as a result of the special conferences may be committed to writing and signed by both parties.

ARTICLE II/III

Section 7. Union Leave Time

The president of the UNION, and/or an elected delegate, shall have a total of ten (10) combined days leave time for the purpose of attending labor conferences or conventions or other Union business of the American Federation of State, County, and Municipal Employees, as long as it does not interfere with the efficiency of the operation. The UNION president may leave his/her building to attend any BOARD meetings without having to make up his/her work, provided s/he will insure that his/her responsibilities are covered by himself or the remaining custodial staff in the building.

Section 8. Union Use of School Rooms

The UNION may use available rooms within the District without charge for legitimate business of the UNION upon request and adequate notice (building use form) to the building administrator.

ARTICLE III

PROBATIONARY AND SENIORITY EMPLOYEES

Section 1. Probationary Employees

New employees shall be on probation for the first ninety (90) calendar days of their employment. The ninety (90) calendar days shall be accumulated within one (1) year from their initial date of employment, provided however, the BOARD may require an additional probationary period not to exceed ninety (90) calendar days. When an employee finishes his/her probationary period, and/or additional period which may be required s/he shall be entered on the seniority list and his/her seniority shall be computed as of the initial date of employment. The additional probationary period will not be required without submitting to the employee the reasons for the extended period. The employee may request a meeting with the appropriate administrator to discuss the reasons for extending the probationary period. However, the requirement of an additional probationary period shall not be subject to the grievance procedure. The activation of insurance benefits will not be delayed beyond the initial ninety (90) day period. Upon successful completion of the probationary period, seniority as stated above and vacation will be retroactive to the date of hire as a permanent employee. Sick days will be accrued but may not be used during the probationary period.

- (A) There shall be no seniority among probationary employees.

ARTICLE III

- (B) The UNION shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment and other conditions of employment, but not for the purpose of protesting disciplinary action or termination of employment.
- (C) A probationary employee may be promoted during the probationary period, but upon such promotion s/he shall be deemed to have satisfactorily completed the requirements of the classification from which s/he has been promoted. However, s/he may be returned to such classification prior to completion of the probationary period if, in the opinion of the Board or its representatives, s/he does not satisfactorily perform the duties of the higher classification. In that event his/her salary shall revert to the lower classification.
- (D) The Manager of Facilities and Transportation and the Director of Food Services shall notify the UNION president, in writing, of the name and location of new employees, as they complete their probationary period.

Section 2. Seniority Lists and Seniority

- (A) The BOARD shall maintain up-to-date seniority lists containing the names, classifications, and seniority dates of all employees entitled to seniority. Revised copies will be provided to the President of the UNION annually (October 1) in order that the UNION president may post such list on the appropriate bulletin boards. A seniority list shall be established on a district-wide basis in accordance with the respective employee's last date of hire as a permanent employee. In addition, separate seniority lists shall be maintained for each of the occupational groups; Maintenance/Custodial, Transportation, and Food Services. The seniority list shall not be affected by race, sex, marital status, or dependents of the employee. Each occupational group seniority list shall include seniority date and years worked that are frozen for any employee of that occupational group that has transferred to another occupational group.
- (B) Seniority for all full time employees and part time employees hired prior to July 1, 1983 shall accumulate from the last date of hire as a permanent employee minus any time off for a permissive leave of absence.

Part time employees hired after July 1, 1983 will have seniority prorated to one half year for each year worked. This proration will be for transfer, promotion, layoff and recall only.

- (C) There shall be no distinction between 10-month and 12-month employees as to seniority, except as provided in (B) above.

ARTICLE III/IV

- (D) All present employees on the seniority list as of July 1, 1982, who hired in on the same date shall have their names listed alphabetically on the seniority list.

After July 1, 1982, no more than one person will be hired on the same date unless an emergency arises at which time the BOARD will meet with the UNION prior to the hiring to determine the seniority ranking of those to be employed.

Section 3. Loss of Seniority

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

- (A) S/he voluntarily quits, or retires.
- (B) S/he is discharged and the discharge is not reversed under the grievance procedure.
- (C) S/he is absent from work without notice to the BOARD for three consecutive working days without just cause. Upon expiration of such period, the BOARD will send a written notice to the employee mailed to his/her last known address that seniority has been forfeited and employment terminated.
- (D) S/he fails to return to work when recalled after layoff, as set forth in the recall procedure of this agreement.
- (E) S/he fails to return to work after having been on sick leave or leave of absence in which event such failure shall be subject to and handled in the same manner as specified in sub-paragraph (C) above.

ARTICLE IV

GENERAL PROVISIONS AFFECTING EMPLOYMENT

Section 1. Employee Responsibility

Each employee shall diligently and to the best of his/her ability perform the required work responsibility and assignments and comply with the provisions of this contract and the rules and regulations and policies of the BOARD relative to the maintenance, management and carrying on of the schools of the District.

ARTICLE IV

- (A) The head custodian or building or unit leader on the proper shift shall be responsible for his/her staff to be notified of overtime after such overtime has been authorized by the appropriate supervisor. If s/he is not available, then the Executive Director of Fiscal Services and Operations, and then the Executive Director of Human Resources. It is further understood that in situations of emergency when the safety of children and/or school plant or equipment are jeopardized, authorization may be secured after the overtime is performed.
- (B) All work schedules shall be posted and the UNION president shall be given a copy of such schedules, which shall be kept up-to-date. Whenever a change in a work schedule is made it shall be a reasonable change, and if an employee disputes the reasonability of such change s/he may file a grievance and proceed through the grievance procedure. However, it is understood that the employee shall complete the required assignment while the grievance is being resolved.

Section 2. Open Personnel File

In order to provide the employee with a fair and reasonable opportunity to be appraised and reply to certain materials placed in his/her personnel file, the procedure provided hereinafter is hereby established. This procedure shall be applicable to all non-confidential material of whatsoever nature. "Non-confidential" is herein defined to mean all material to be placed in such file subsequent to employment except any pre-employment materials, which are not received, for insertion to the file prior to actual employment.

- (A) Non-confidential material shall not be placed in any employee's personnel file unless or until such employee has been given an opportunity to read such material. The employee shall receive a copy of such material.
- (B) Each employee may submit a written and signed answer to any such material and the answer shall be included in his/her personnel file.
- (C) Each employee may examine the non-confidential content of his/her personnel file at any reasonable time and place and may copy or otherwise reproduce any portion or the whole of such non-confidential material.
- (D) Confidential materials in an employee's personnel file and his/her employment application shall not be used in any matter or proceeding concerning such employee subsequent to his/her employment except where such material is determined to be false or fraudulent.
- (E) When no reprimand has been added to an employee's personnel file for like cause for a period of twenty-four (24) consecutive months, any reprimand in the personnel file will, upon the request of the employee, be destroyed.

Section 3. Employee's Training

The BOARD agrees to provide/send all UNION employees for training related to their jobs. The BOARD will pay the cost of the conference/training for each employee it enrolls and will release such employee from work without loss of pay or charge to the employee's leave bank.

- (A) If an employee does not attend classes assigned s/he will not be paid and will not be allowed to go again.
- (B) Upon successful completion and submission of appropriate documentation, the BOARD agrees to reimburse the employee for the cost of tuition and necessary books for all training classes approved by the supervisor.

Section 4. Full Time, Part Time, and Seasonal Employees

The parties mutually recognize that the unique nature of the operation of a public school district necessitates that certain positions be for less than full twelve-month period each year and, further, that during the summer months when school is not in session a limited part of the total work force may consist of seasonal employees for outside employees, and finally, in some full time positions under extreme circumstances it could become necessary to employ a substitute on a day-to-day basis. To distinguish these various positions the following definitions are agreed upon:

- (A) **Full Time Employees.** Any employee whose position has an annual work period of ten months or more on a regular work week and works five (5) hours or more per day is a full time employee and entitled to all fringe benefits set forth in this agreement except sick leave and vacation benefits which shall be prorated to the amount of time worked per day and amount of time a 10-month employee works in relation to a 12-month employee. All food service employees working prior to July 1, 1981 will retain their fringe benefits as of that date unless they voluntarily move to a part-time position.
- (B) **Part Time Employees.** Any employee whose position has an annual work week of ten months or more on a regular work week and works less than five (5) hours per day is a part time employee and is entitled to all fringe benefits except a paid lunch period, hospitalization, dental, and long term disability insurance. Life insurance will be limited to \$12,000.00 per part time employee. Sick leave, personal leave, and vacation benefits shall be prorated to the amount of time worked per day and the amount of time a ten-month (10) employee works in relation to a twelve-month (12) employee. It is the intent of the BOARD to employ full time employees whenever it is possible to do so and it is in the best interests of the school district. Part time employees may, at their own expense by paying the full group premium, purchase hospitalization insurance from the Board's carrier.

ARTICLE IV

- (1) Any additional time given to employees working less than eight hours will be offered first to the employee whose position is being increased. If the employee refuses the additional time, the position will be re-posted for all other employees in that occupational group.
- (C) **Seasonal Employees.** All persons employed on an hourly basis for seasonal work, including summer catch-up work and for special non-recurring projects at any time during the year shall be considered as seasonal employees and not entitled to receive any of the benefits under this agreement. They shall be compensated on an hourly basis, which shall be determined by the BOARD. Special non-recurring projects shall mean acts of God, disasters, and situations of emergency.
- (D) **Substitute Employees.** Any person employed on a daily basis to perform the work of an absent employee or to fill a vacant position pending posting shall be considered a substitute employee and not entitled to any benefits under this agreement. They shall be paid in accordance with the rates for such employment established by the BOARD.
- (E) **General Provisions**
- (1) Seasonal and substitute employees shall not achieve seniority status for the time working in such capacity.
 - (2) The UNION shall be considered the collective bargaining representative of all regular employees as herein before provided but not of seasonal and substitute employees, provided the BOARD shall not discriminate against or prejudice the rights of regular employees in respect to its arrangement with seasonal or substitute employees. It is understood that the BOARD will not hire seasonal or substitute employees for the purpose of shrinking the bargaining unit.
 - (3) Ten (10) month employees shall first be offered summer seasonal positions. They shall be paid current substitute rates. If accepted, the ten (10) month employee shall work the duration of the summer seasonal position. If these employees are insufficient in number to fill the number of summer positions available, the remaining positions may be filled by substitute employees.
 - (4) The District shall have discretion to solicit any ten (10) month employees or substitute employees to work during holiday or break periods. They shall be paid at the substitute rate.

ARTICLE IV

Section 5. Veteran's Preference

Any employee who enters into active military service in the armed forces of the United States shall be entitled to re-employment in any and all veteran's preferences or rights in accordance with and as provided by applicable Federal and Michigan State laws and regulations. Any employee who is required to attend an annual armed forces reserve or National Guard reserve training session will be paid by the BOARD for the difference between the pay received for such training session and his/her regular pay with the BOARD for a maximum of two (2) weeks in any one year.

Section 6. Transfer and Promotion

(A) Definitions

- (1) **Transfer** shall mean the movement from one position to another which does not result in an increase in the base hourly rate.
- (2) **Promotion** shall mean the movement from one position to another position which carries a higher base hourly rate.
- (3) **Tests** and testing procedures will be outlined on all postings.

(B) General Provisions: Transfer and Promotion

- (1) When a vacancy occurs, present and laid off UNION employees within the same occupational group as the vacancy will be afforded the first opportunity for transfer and/or promotion before the vacancy is opened to substitute employees for that occupational group then present and laid off members of other occupational groups and then before the employment of new personnel.
 - (a) An employee from another occupational group who trained or worked the entire summer (excluding vacation time) and satisfactorily performed the work (job) would be given the first consideration for transfer and promotion before a substitute of that occupational group or laid off members of the other occupational group and then before the employment of new personnel. Satisfactory job performance shall be presumed absent specific written notification of unsatisfactory performance at or near the conclusion of the summer period.

ARTICLE IV

- (b) Any employee employed before July 1, 1994 shall retain their seniority (as determined in Article III, Section 2) in any transfer/promotion. It is further understood that all employees employed after July 1, 1994 who transfer to another occupational group will be placed at the bottom of that occupational group seniority list. Employees hired after July 1, 1994 awarded vacancies in another occupational group shall have their seniority frozen for the number of years worked in the occupational group they are leaving.
- (c) All employees will retain District seniority from date of hire for all benefit calculations at all times.
- (d) Whenever a reduction of the work force occurs causing involuntary transfers, and layoffs, any employee can exercise seniority rights in their current occupational group to bump the lowest seniority employee of that occupational group. After they have exhausted their seniority in their current occupational group they may bump the lowest seniority employee of any group they have frozen seniority in, or if that is not applicable they may bump the employee with the lowest district seniority within the custodial, kitchen helper or transportation positions. In the event the employee is unable to perform the duties of that position the process moves to the next lowest seniority employee. The bumping employee must, however, be able to perform the duties of the position within seven (7) calendar days, or, in the case of a transportation position be a fully qualified CDL driver, or they will not be allowed to bump into the position. No one shall bump into a test position as a result of the bumping procedure.
- (e) It is understood that whenever a part-time position becomes a full-time position due to increased or additional time added, it will be posted and bid as per Article IV, Section 6(B,2). The employee whose position is put up for bid will use their seniority to bid on any available resulting position. Whenever an employee moves from a part-time position to a full-time position, it will be considered a promotion.

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- (2) All vacant positions within the bargaining unit except as otherwise provided will be listed and announced no later than 10 calendar days after the position becomes vacant, through a special bulletin which shall contain the application deadline and the bid meeting date and which furthermore shall be posted for a period of eleven (11) working days before the meeting is called to accept bids for the vacant position(s). These timelines may be adjusted by mutual consent.
- (3) Only those employees who fill out an application before the application deadline date will be eligible to bid on the position(s) being advertised. The application deadline date will be the last day of the posting. The bid meeting will take place no later than five (5) working days after the expiration date for the position(s) application deadline unless otherwise arranged by mutual written agreement.
- (4) It is further understood that a vacant position will be filled the second Monday following the bid meeting unless mutually agreed upon by the Board and the Union. However, if a trial period is involved the transfer or promotion may not take effect until the trial period(s) is completed. It is further understood that this provision shall not apply during the period when school is not in session.
 - (a) Vacant positions will not be declared vacant until the Board of Education takes action at a regularly scheduled BOARD meeting.
 - (b) Food Service helpers will bid prior to the first serving day at the start of the new school year. At the employee's request, the positions of cook/assistant leader, cook, assistant cook/baker and kitchen helper/driver may, with prior approval of both management and UNION, be bid at this time. Seniority shall prevail.
 - (c) Transportation runs will be bid yearly during the first week of October. Highest seniority having first choice, second highest seniority next, etc.
- (5) Each employee shall have the opportunity to bid on the job posted by prior written request if a personal illness or trip out of town, or whenever an employee is on vacation which prohibits him/her from making a personal appearance. Each employee off work when a job is posted shall be notified by management of such job posting.

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- (6) After the employee has been awarded the position at the bid meeting, s/he will be assigned to that position the second Monday following such meeting. However, if a trial period is involved, the transfer or promotion may not take effect until the trial period(s) is completed.
- (7) When changing from one occupational group to another the employee shall submit to a physical examination. Occupational groups shall be identified as maintenance/custodial, transportation, and food service.
- (8) The following provisions will apply in the event that an employee will be unable to perform the duties of his/her regular position for an extended period of time:
 - (a) During the first six (6) months the positions will be filled in the BOARD'S discretion, with a non-unit substitute employee. In the event the position is listed in (E) below the position may be temporarily filled by promoting a unit employee on a seniority basis. The resulting vacancy may then be filled as above. Upon approval of his/her doctor the employee may return to his/her position at any time.
 - (b) If, after the first six (6) months the BOARD desires to fill the position, it will post and fill the position in accordance with section (2) above.
 - (c) If the ill/injured employee is able to resume full duties within two (2) years, s/he will be returned to his/her original position. The employee in that position will assume any vacant position within his/her classification that has cleared the bid process. If no vacancy exists s/he will bump the lowest seniority employee within the classification resulting, at the BOARD'S discretion, in a layoff of that employee.
 - (d) If the ill/injured employee is able to return to full duty after two (2) years but before three (3) years s/he will return to a vacant position within their occupational group.
 - (e) If the original employee is unable to return to full duty after three (3) years, s/he shall lose seniority pursuant to Article III, Section 3 Loss of seniority shall not, however, affect his/her entitlement to duty or non-duty disability insurance benefits otherwise accrued during the extended leave. (See Article VII, Section A,B).

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- (f) For the purposes of this provision an employee disabled as of the ratification date of the contract shall have their first day of disability considered as of that ratification date.

(C) Voluntary Transfer

- (1) Employees shall make written application for the vacated position.
- (2) Each employee interested in bidding for the position, which was posted, or any position which might result from any transfer, must attend the scheduled meeting and enter a bid.
- (3) The transfer of any employee shall be made on the basis of seniority, that is, the employee with the most seniority shall be awarded the position.
- (4) Any employee who moves into the bus driving position shall have a trial period in accordance with the provisions set forth in (D,1,d & e) below.

(D) Promotion

- (1) The promotion of any employee shall be made on the basis of seniority provided the employee meets the minimum qualifications as listed on the job posting with the following conditions:
 - (a) Prior to bidding for the position the employee may first discuss the new position's responsibilities with the appropriate supervisor.
 - (b) Employees shall make written application for the position.
 - (c) Each employee interested in bidding for the position which was posted or any position which might result there from must attend the scheduled meeting and enter a bid (also stated in Article IV, Section 6,B,3 concerning a written request.)
 - (d) The employee shall have forty (40) working days in which to decide whether to keep the new position or return to his/her former position.
 - (e) At the end of the first forty (40) working day trial period the appropriate supervisor may extend the trial period for an additional forty (40) days if the supervisor feels further evaluation of the employee is necessary. After the first or second trial period, the appropriate supervisor may return the employee to his/her former position if such employee has not performed his/her new duties in a satisfactory manner.

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- (f) While the new employee is trying out for the new position, his/her former position shall be filled on a temporary basis until such time as the new position becomes permanent.
- (g) It is understood that when an employee moves from an occupational group that has less fringe benefits than the occupational group the employee is transferring into, that employee will not receive the additional fringe benefits until the probationary period of the new position has been completed.
- (h) The Board and the Union may mutually agree to waive a trial period.

(E) Promotions to Certain Positions

- (1) The procedure for promotion to the positions of maintenance leader, maintenance, warehouse, custodial leader, transportation leader, elementary head custodian, high school head custodian, Kennedy head custodian, Rodgers head custodian, cook-leader, facilities coordinator, transportation leader coordinator, and any skilled trade position created by the BOARD shall be as listed below. It is understood that the transfer and promotion procedures stated in B (1, 2) above shall not apply to these positions. Promotions to these positions shall be filled from the ranks of bargaining unit employees by the employee who is most qualified based upon the qualifications established and the test created and administered by the Board of Education. Where qualifications are relatively equal, seniority will prevail. Senior employees shall receive an additional five (5) point advantage on test created and administered by the BOARD. This shall be added to the final test score. If any unreasonable qualification is established by the BOARD, the UNION shall have the right to protest through the grievance procedure.
- (2) The Board shall establish the requirements for the maintenance leader coordinator, transportation leader and facilities coordinator positions. The BOARD may fill either or both of these positions at its discretion. Persons awarded either Leader/Coordinator position are subject to a six (6) month probationary period after which time s/he shall be awarded the position on a permanent basis or returned to his/her former position.

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- (3) It is further understood that the UNION president or delegated UNION representative may be present at any test (oral or written) that is given and when the test is corrected, but will not have access to the actual test. The tests will be corrected immediately and the scores given to the UNION president or his/her representative or the test will be sealed by the UNION president or his/her representative until such time as they can be corrected in the UNION'S presence. If the test must be corrected or graded by an independent testing facility, the tests will be secured and sealed in the presence of both management and UNION.
- (4) All openings for the above position shall be posted for at least six (6) working days. It is understood that a vacant position due to resignation or retirement shall be posted within ten (10) days. The posting shall contain the factors upon which qualifications will be determined, including any tests to be administered and an appropriate test bibliography. Minimum passing scores on any test shall be 70% and shall be based on a cumulative score of all test administered. Vacant positions will not be declared vacant until the Board of Education takes action at a regularly scheduled BOARD meeting. It is further understood that this provision shall not apply during the period when school is not in session.
- (5) All employees interested in any opening may make written application to the Executive Director of Human Resources or designee within the posting period.
- (6) Any tests required for the vacant position will be ordered, if necessary, no later than ten (10) days after the expiration of the posting period. Once received by the District, the test will be administered within ten (10) days. A person shall be awarded the position within ten (10) calendar days after the results of the testing are known.
- (7) After the employee has been awarded the position s/he will be assigned to that position to begin a trial period within five (5) work days, provided there is no need to retain him/her in his/her former position for training a successor.
- (8) The employee shall have forty (40) working days in which to decide whether to keep the new position or to return to his/her former position.

- (9) At the end of the forty (40) working days trial period the appropriate supervisor may extend the trial period for an additional forty (40) working days if the supervisor feels further evaluation of the employee is necessary. After the first or second forty (40) day trial period, the appropriate supervisor may return the employee to his/her former position if such employee has not performed the new duties in a satisfactory manner.
- 10) While the employee is trying out for the new position his/her former position shall be filled on a temporary basis until such time as the new position becomes permanent
- 11) It is understood that when an employee moves from an occupational group that has less fringe benefits than the occupational group the employee is promoting into, that employee will not receive the additional fringe benefits until the probationary period of the new position has been completed.
- 12) In the event an applicant is denied a promotion under this section, the BOARD shall, upon request, give reasons for the denial to the applicant and the UNION. If a grievance is filed by the applicant, the position may be filled on a temporary basis until such grievance is resolved through the grievance procedure.
- 13) In the event the BOARD creates a skilled trade position it shall notify the UNION of such fact, and shall, upon request, meet to negotiate a wage rate for such position.
- 14) The Board and the Union may mutually agree to waive a trial period.

(F) Board Promotion Outside the Bargaining Unit

Any employee who is promoted to a position by the BOARD, outside of the bargaining unit, shall maintain his/her seniority and have it frozen at that point. In the event an employee returns to the bargaining unit, s/he will bump the lowest seniority person in the occupational group from which s/he was promoted, if no vacant position exists in that group.

(G) Involuntary Transfer – Excess of Employees

- (1) Whenever positions are eliminated and it is necessary to transfer employees to other positions within the bargaining unit, it shall be accomplished in the following manner:

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- (a) The affected employee shall have the right to bump the lowest seniority employee if no vacancy exists in his/her classification as listed in ARTICLE IV, Section 8(A), (2) (a) and (c), and on the same shift. If this is not possible, s/he shall be able to bump the lowest seniority employee if no vacancy exists in his/her current or sub-classification within his/her occupational group who is on the same shift, provided s/he is qualified and has the ability to perform the work. If that is not possible, s/he shall then have the right to bump the lowest seniority employee if no vacancy exists in his/her current or sub-classification within his/her occupational group on another shift provided s/he is qualified and has the ability to perform the work. However, in no event may an employee gain a promotion through an involuntary transfer or assume a position currently listed under ARTICLE IV, Section 6E – Promotions to Certain Positions.
- (b) The bumped employee shall be involuntarily transferred in accordance with (a) above.
 - (1) It is agreed that any employee who is involuntarily transferred to a position which carries a lower hourly wage shall have his/her base hourly wages frozen until his/her new base hourly wages catch up with the base hourly wages s/he was earning prior to such transfer.
 - (2) Furthermore, it is understood that any employee involuntarily transferred to a position, which carries less benefits than those in their present position, shall have their benefits frozen at the level before the involuntary transfer. Such benefits will be frozen for a period not to exceed one calendar year from the date of involuntary transfer. However, if the employee fails to apply for a position which carries such benefits and for which s/he is qualified, the benefits may be canceled upon thirty (30) days notice.
 - (3) Any employee involuntarily transferred, shall, upon request, be given a written statement establishing a priority for him/her on one opening that may occur in a position and building from which s/he has been transferred.

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(H) Involuntary Transfer

- (1) The BOARD may transfer an employee to a vacancy for just cause, provided, that if a higher seniority employee who is qualified desires such position s/he shall be given priority.
 - a. The involuntary transfer will be first discussed with the affected employee and s/he will be given a written notice of such action.
- (2) If a transfer for just cause is necessary and there is no vacancy, the UNION agrees to meet with the Superintendent or his/her designated representative to attempt to resolve this matter in a manner, which will avoid a termination of employment. Section (1) and (a) above do not apply in a transfer of two employees and an exchange of their positions.
- (3) No employee shall be permitted to promote as a result of this provision.

Section 7. Discipline and Discharge

- (A) The UNION recognizes that the management duty of the BOARD for the selection and direction of the working force includes the right to hire, suspend, or discharge for just cause.
 - (1) Definitions
 - (a) **DISCHARGE** shall mean the involuntary termination of any seniority employee by the BOARD.
 - (b) **DISCIPLINE** shall mean any punitive action on behalf of the BOARD against any seniority employee, which results in loss of pay.
 - (c) **WARNING** shall mean any action taken which does not result in an involuntary termination of employment or a loss of pay.

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- (2) Notice and Appeal of Discharge or Discipline
 - (a) Upon any such action being taken against any seniority employee, the BOARD agrees to ask the employee if s/he desires UNION representation. If the employee so desires the UNION president will promptly be furnished a copy of the notice of discharge or discipline. If the employee refuses UNION representation, s/he shall sign a waiver to that effect, which will be sent promptly to the local union president by the BOARD.
 - (b) This discharged or disciplined employee will be allowed a reasonable amount of time to discuss this action with the appropriate UNION steward. Upon request, the employee will be given an opportunity to discuss the discharge or discipline with the Superintendent, or his/her designated representative. Also, s/he will be afforded the opportunity for representation from the appropriate UNION steward.
 - (c) If the employee or the appropriate UNION steward reasonably believes this action to be unwarranted, an appeal may be made through the grievance procedure. Such appeal shall be filed at Step Two of the grievance procedure.
- (3) Warnings
 - (a) If an immediate supervisor or the Superintendent, or his/her designated representative, believes that an employee should be given a verbal warning s/he may call a conference for that purpose. The conference, if called, shall consist of the affected employee, the UNION president, divisional steward, if available, the immediate supervisor and/or the Superintendent, and/or his/her designated representative.
 - (b) If an employee is warned in writing s/he shall be asked whether s/he wishes a copy sent to the UNION president. Such copy will be sent if then requested by the employee.
- (4) The BOARD shall be permitted to post on the UNION bulletin board a notice of some actions, which may constitute grounds for a warning, discipline or discharge. The notice shall be in substantially the following form:

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BULLETIN BOARD NOTICE

If a person has been found to have deviated from, or not lived up to, the requirements of the position, or the master contract, s/he may be treated in the following manner:

ORDINARY ACTION

(Pertains to matters, which are not serious enough to warrant discipline or discharge at the time of occurrence.)

- (a) Be issued a warning, in writing, and in this warning, shall state what s/he is not doing.
- (b) If it is found that the employee does not follow the recommendation(s) issued under the warning, s/he may be suspended.
- (c) If the same person does not then follow the recommendation(s) issued under the warning, s/he may be given a further suspension.
- (d) If the same person continues to disregard the recommendation(s) as issued in the warning and suspensions, s/he may be subject to discharge.
- (e) If an employee has been suspended for just cause, it shall be without pay. When reinstated, s/he shall receive the usual pay rate from the time of reinstatement. However, payment shall be retroactive to date of suspension if such suspension is reversed via the grievance procedure.

SOME GROUNDS FOR WARNING AND/OR DISCIPLINE

- (a) Failure to report for duty without notification to the administration.
- (b) Inefficiency or inability to perform assigned tasks.
- (c) Excessive tardiness or absenteeism.
- (d) Failure to report to the Manager of Facilities and Transportation and/or Director of Food Service immediately after visits to the clinic.

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- (e) Working under the influence of alcohol or other drugs.
 - (f) Leaving the work site without permission of the Director of Facilities and Transportation, and/or Director of Food Services, and/or Assistant Director of Maintenance, Operations, and Transportation, and/or Building or Central Administrator.
- (5) A bus driver who exceeds the number of points allowed by law shall be immediately placed on a leave-of-absence **without pay** until such time as the points have been reduced to a level allowed by law. Said employee will also be required to comply with any other statutes or requirements imposed by the laws of this state to obtain a commercial driver’s license.
- (6) It is understood that the matters of discipline, discharge and warning are prerogatives of the BOARD and shall be meted out in accordance with the seriousness of the alleged offense at the time, notwithstanding the provisions in (4) above. However, any action taken by the BOARD will be for just cause and such action shall be subject to the grievance procedure.

Section 8. Layoff and Recall

(A) Layoff Procedure

- (1) When the BOARD deems it necessary to reduce the working force, it shall first inquire as to whether there are any employees within the affected sub-classification willing to take a voluntary layoff. If there are such employees, they shall be laid off first. During the period of layoff the employee shall not be entitled to any wages or fringe benefits except as provided for in ARTICLE VII, Section 8(E) but shall retain seniority rights and accumulated sick leave time.
- (2) Layoffs shall be accomplished according to the following occupational groups (a, b, c) and their respective sub-classifications. It is understood that these occupational groups and sub-classifications are for layoff purposes only.
- (a) Maintenance/Custodial Employees

1	Facilities Coordinator	6	Warehouseman/Mailman
2	Maintenance Leader	7	Elementary Head Custodians
3	Maintenance Persons	8	Maintenance/Helper
4	Secondary Head Custodian	9	Custodians
5	Warehouseman		

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(b) Transportation Employees

1	Transportation Leader/Coordinator
2	Transportation Leader
3	Bus Drivers

(c) Food Service Employees

1	Cook Leader	4	Assistant Cook/Baker
2	Cook/Assistant Leader	5	Kitchen Helper/Driver
3	Cooks	6	Kitchen Helper

- (3) Probationary employees in the affected classifications will be laid off first. Any layoffs made in the classifications will be accomplished by the lowest seniority. The employee with the least amount of seniority within the classification within the affected occupational group will be laid off until the classifications are reduced to a number determined by the BOARD. During the period of layoff the employee shall not be entitled to any wages or fringe benefits except as provided for in ARTICLE VII, Section 8(E). The laid off employee shall retain seniority and accumulated sick leave.
- (4) An employee identified for layoff will be able to use his/her occupational group seniority to bump the lowest seniority employee within any classification within his/her occupational group, which is listed in a direct line with or beneath his/her present classification excluding positions requiring a test. It is understood that if the employee has to bump beneath his/her present classification, s/he shall have the right to bump the lowest seniority employee on his/her shift provided s/he is qualified and has the ability to perform the work. In no event may an employee gain a promotion through a layoff or assume a position currently listed under Article IV, Section 6(E) – Promotion to Certain Positions.
- (a) If s/he cannot bump an employee on his/her particular shift, s/he may then bump the lowest seniority employee on another shift of choice provided s/he is qualified and has the ability to perform the work.
- (5) When an employee can no longer bump as provided above s/he shall be laid off.
- (6) The BOARD shall give written notice of such voluntary or involuntary layoff at least seven (7) calendar days prior to the effective date of the layoff, and a list of the names of such employees shall be furnished to the UNION president on the same date the notice is given to the employee(s).

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(B) Recall Procedure

- (1) After a layoff, employees shall be recalled to work by seniority within their occupational group. That is, the employee with the greatest amount of seniority within the occupational group shall be recalled first, the employee with the second greatest amount of seniority within the occupational group shall be recalled second and so on until all employees within their occupational group are recalled.
- (2) The BOARD shall give the employee two week's notice of recall either by telegram or certified mail to the employee's last known address, and the employee must respond to such notice within seven (7) days after receipt thereof. In the event the employee fails to respond within the required time the BOARD will consider the employee as having terminated employment with the District.
- (3) It is understood that when an employee is recalled s/he must accept the position for which s/he is being recalled. In the case of a voluntary layoff, the employee may refuse the position offered without jeopardizing his/her recall rights provided the BOARD does not have to hire a new employee in his/her occupational group.

Section 9. Safety Committee

The BOARD and UNION mutually recognize the importance of safe working conditions and practices and shall cooperatively work to those ends. A joint committee of at least two supervisors and three members of the UNION shall hold a meeting, if called by either party, at a date, time and place mutually agreed upon, for the purpose of resolving unsafe conditions, developing safe practices and recommending training programs.

Section 10. Employee Evaluation

It is understood by the BOARD and the UNION that the evaluation of employees is primarily for the improvement of job performance and is not intended for disciplinary purposes.

- (A) Each employee may be evaluated by his/her supervisor in writing upon requirements and expectations established by the BOARD. The criteria for evaluation will be related to the responsibilities of the position, which is being evaluated.
- (B) The Supervisor shall provide the employee with a copy of the evaluation and the original will be placed in the employee's personnel file after it is signed by the employee and the Supervisor. The employee's signature only signifies the employee has read and received the evaluation. It is understood that the employee may attach a written reaction to this evaluation if s/he so desires.

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Section 11. Health Requirements

Each employee is expected to maintain a general condition of health that allows him/her to perform the express and implied duties of his/her position, including freedom from substance abuse. The BOARD shall continue to pay the cost, for all employees, of any physical examinations required by law or by the BOARD, as the case may be. Such examination shall be given by a duly licensed physician selected by the BOARD. Physical examination for transportation employees shall include a drug screen. Should an employee submit a report from his/her own physician that is inconsistent with that of the BOARD'S physician, and which bears on a question material to the employee's employment status, an additional medical opinion will be sought through the Henry Ford Hospital, Detroit, or the University of Michigan Hospital, Ann Arbor, with the BOARD and the employee sharing equally the cost of this additional medical opinion. However, it is understood that the additional medical opinion above will not apply to an employee receiving workers' compensation benefits or the provisions of Article VII, Section 8(A) of this Agreement regarding long-term disability benefits. Current Health Department rules do not require routine TB testing of school employees. Therefore, the BOARD will not impose such a requirement for employees. In the event that such a rule or regulation would be restored, the parties agree that the collective bargaining agreement will be amended to reflect the rule or regulation.

Section 12. Drug and Alcohol Testing Procedures.

The BOARD and UNION acknowledge that illegal drug use and alcohol abuse by employees is incompatible with an educational environment. The BOARD and UNION agree that the District will comply with the Omnibus Transportation Employee Testing Act of 1991.

1. All AFSCME employees shall have the opportunity to have UNION representation throughout any and all procedures and proceedings related to the Act.
2. All time spent by the employee in the course of administering an alcohol or controlled substance test, including travel time, will be paid at the employee's regular rate of pay, or at their overtime rate, if applicable. Any employee who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all lost work time. The District will pay the employee the mileage rate currently in effect for travel conducted by the employee to comply with testing requirements. The District shall pay all cost associated with the administration of these procedures with the exception of an employee who requests the testing of the urine split sample. However, if the split specimen shows a negative result, the District will reimburse the employee for this cost.

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3. Any Labor issue related to implementation of the drug and alcohol testing procedures not specifically covered by the Department of Transportation regulations will be subject to the grievance and arbitration procedures as outlined in the collective bargaining agreement between the Lake Shore Board of Education and AFSCME Local 1217.
4. It is agreed that unit employees not covered under the OTETA will only be subject to *reasonable cause* testing as outlined in the Act.
5. The BOARD at its option may institute a random drug and alcohol-testing program for other employees who regularly drive District owned vehicles. The policies and procedures used for such a program will be identical to those used for employees covered by DOT regulations (OTETA).
6. If the BOARD decides to implement such a program, the District will give the UNION a seven (7) day notice before the implementation of such a program.

ARTICLE V

WORKING HOURS, HOLIDAYS AND VACATIONS

Section 1. Working Hours and Related Matters

- (A) Working Hours. The regular workday of each full time custodial and maintenance employee shall be eight (8) hours on Monday through Friday, provided that the workday of food service and bus driving employees shall consist of those hours the BOARD deems necessary to perform required duties. In the event the BOARD leases a building, the custodial workday and work schedule may be altered by the Supervisor to meet the needs of the lessee.

It is the intent of the BOARD to employ full time employees in all classifications whenever it is possible to do so and it is in the best interests of the school district. The work shift for all full time custodial and maintenance employees shall be as follows:

- (1) First shift shall start between 5:00am and 9:00am and terminate between 1:00pm and 5:00pm.

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- (2) Second shift shall start between 1:00pm and 5:00pm and terminate between 9:00pm and 1:00am.
 - (3) Third shift shall start between 9:00pm and 1:00am and terminate between 5:00am and 9:00am.
- (B) Regular Schedule for Shifts. Each shift shall be operated on a regular schedule basis starting and terminating within the hours prescribed above subject to occasional variation on the scheduling of a shift or employee to meet a particular local condition. If an employee's shift needs to be changed, s/he will be given as much advance notice as is reasonably possible. And further, an employee will be excused from reporting for a changed shift when a previously scheduled appointment for professional services would conflict with the change and the appointment is subsequently verified by the employee with appropriate documentation submitted to the Maintenance and Operations Office by the end of the next workday.
- (C) Lunch Break and Rest Periods. Each full time employee shall be paid for a lunch period not exceeding one-half hour per shift and a rest period not exceeding 15 minutes to be taken, whenever possible, in the first half of his/her shift.
- (D) Employees to Remain on Premises. No employee shall leave the premises of his/her work location without prior permission of the appropriate supervisor of his/her designated representative when not in connection with the performance of his/her assigned duties.
- (E) Shift Premium. Employees on the second and third shifts, respectively, shall be paid the following shift premium in addition to their regular hourly rate. It is understood the applicable shift premium shall be applied when an employee's regular shift schedule varies from the shift hours provided heretofore.
- (1) Second shift - \$0.15 per hour.
 - (2) Third shift - \$0.20 per hour.

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(F) Emergency School Closings.

- (1) If schools are closed for reasons beyond the control of the BOARD and unless otherwise notified, food service, transportation and custodial employees shall not report to work but will be compensated at their daily rate of pay. If otherwise notified to report for work they will be given compensatory time off with pay at the discretion of the appropriate supervisor. However, if the BOARD is required by state law to make up any of the lost days, payment for days lost will be considered pay in advance for less than 52 week personnel who shall report for work on the make up days with no additional compensation paid.
- (2) However, if schools are closed due to conditions beyond the control of the BOARD, the warehouseman, head custodians and maintenance employees shall report to work and will be compensated at their daily rate of pay. They will also be given compensatory time off with pay at the discretion of the appropriate supervisor. If they are unable to report to work, they shall be paid at their daily rate of pay.
- (3) In the event that the Superintendent determines that all District Staff (except LSFSS) are to report to work, it is agreed that (1) and (2) as stated above will not apply. On such days there will be no additional direct or indirect compensation.

(G) Four Day Work Week Schedule

Starting the first full week after the 4th of July and ending two weeks before the start of school, the custodial and maintenance department will work summer hours consisting of a 10-hour day, four (4) days per week. It is further understood that some buildings will not follow this schedule because of building operating during the summer or the entire building staff preferring not to work the 10-hour day, four (4) days per week.

The work schedule might consist of a Monday through Thursday four-day workweek, while others may have a Tuesday through Friday four-day workweek. It is also conceivable that within the same building, certain employees might work Monday through Thursday while other employees might work Tuesday through Friday. The Director of Facilities will decide which buildings will follow this summer schedule and which positions will be needed on Friday and Monday and employees will then select Monday or Friday off by seniority in each building.

ARTICLE V

Let it further be understood that if the Director of Facilities finds that summer hours schedule is not working and the productivity is not being met, the Director will meet with the Union to terminate the summer hour program for the employee/employees in question.

All vacation, sick and business days will be considered at 1.25 days when deducted for payroll purposes during the four (4) day workweek.

- (H) Tuesday through Saturday Work Week.
- (1) One custodial employee may be assigned to a Tuesday through Saturday workweek at the North Shore School and another one may be so assigned at Lake Shore High School.
 - (2) The hours of work shall consist of an afternoon shift on Tuesday through Friday and a day shift on Saturday, subject to the shift limits described in Article V, Section 1 of the current Bargaining Agreement.
 - (3) Hours worked on Sunday and Monday for the individuals in the above positions, if any are required that are in excess of forty (40) hours in an one week, shall be regarded as overtime and subject to Article VII, Section 6.
 - (4) These two positions, if initiated, shall be regarded, as a lateral transfers requiring no trial periods and processed as outlined under Article IV, Section 6.
 - (5) These two positions shall each receive a \$.80/hour differential.
 - (6) During those workweeks of the school year that are shortened by a holiday, these two employees shall work the same weekly schedule as all other custodial employees.
 - (7) During the summer months when school is not in session these two employees may be reverted back to a regular Monday through Friday workweek. Should that occur, the differential described in (5) above shall not be paid for those weeks so worked. If and when the Tuesday through Saturday workweek resumes, the differential will again be paid.

Section 2. Vacations

- (A) Each full-time and part-time employee shall earn credit for paid vacation time in accordance with the following schedule as referenced in Article IV, Section 4 (A) and (B).

ARTICLE V

For employees employed prior to July 1, 1973:

1 st - 4 Years	1 day for each month worked	16 Years	2 additional days
5-9 Years	1 ¼ days for each month worked	18 Years	2 additional days
10-15 Years	1 2/3 days for each month worked, plus one (1) additional day	20 Years	1 additional day

For employees employed after July 1, 1973:

1 st - 4 Years	1 day for each month worked	21 Years	1 additional days
5-9 Years	1 ¼ days for each month worked	22 Years	1 additional day
10-15 Years	1 2/3 days for each month worked, plus one (1) additional day	23 Years	1 additional days
16-20 Years	1 additional days	24 Years	1 additional days

- (B) Vacations shall be scheduled on a building basis in accordance with the following procedure:
- (1) Vacations may be taken during any month of the year.
 - (2) Vacations shall be approved by the Director of Maintenance, Operations, and Transportation or the Director of Food Services (as applicable) so as not to interfere with the efficient operation of the District on an “as submitted” basis.
 - (3) Vacations will be granted in accordance with the request of the employees so far as possible on a seniority basis, provided that the granting of such requests does not interfere with the efficiency of the District’s operation. Employees must submit at least 75% of their vacation requests to the appropriate supervisor on or before May 1st each year. Employees must submit the remaining 25% of their vacation requests to the appropriate supervisor on or before the last school day of the subsequent January. No changes in an employee’s vacation schedule will be permitted without the prior approval of the appropriate supervisor. It is further understood that after vacation requests have been sent in for approval and an employee moves to a different job location, that employee will be considered to have the least seniority for vacation selection for that year in that building.
 - (4) An extended vacation, without pay, may be granted at the sole discretion of the appropriate supervisor. It is understood, however, that the time granted for such an extended vacation cannot exceed the vacation time that has been earned by the employee in that year. It is further understood that such employee’s fringe benefits will be continued during the time s/he is on extended vacation. A request for an extended vacation must be received on or before May 1st of each year.

ARTICLE V

- (5) Vacation time is earned during the fiscal year (eg. July 1 – June 30). Vacation time earned may be scheduled in the current fiscal year or is expected to be scheduled in the next immediate fiscal year (eg. Earned 20 days in 03/04. Employee used 5 days in 03/04. Employee expected to use remaining 15 days in 04/05. If some part of the remaining 15 days cannot be used in 04/05 due to department scheduling conflicts, the days may be scheduled through the following December 31 with the prior approval of the supervisor).
- (C) Subject to Section 2(B) above, ten-month employees hired prior to November 1, 1997 shall take their vacation during the normal school year. If unable to take their vacations during the school year because of the supervisor's failure to approve the same, employees shall be paid their vacation pay at the end of the school year.
- (D) Ten-month employees hired after November 1, 1997 shall not be entitled to vacations.

Section 3. Holidays

(A) Paid Holidays

It is understood that in order to be eligible for holiday pay the employee must work the work day immediately preceding and after such holiday except when s/he is off work for valid reason and receives pay from the BOARD for such days (that is, the day immediately preceding and following a paid holiday.) Upon an employee's second absence on a work day immediately preceding or following a holiday, s/he shall be required to submit medical verification from a doctor stating the reason for his/her absence. Failure to produce this verification will result in loss of pay for such holiday.

It is understood that each employee's area will be cleaned and waxed, desks will be washed, filters cleaned, dirtiest floors will be scrubbed, waxed and buffed by the completion of the Christmas and Easter holidays.

It is understood and agreed that 10-month employees, shall not be eligible for holiday pay when the holiday occurs during a period of time when such employee is not scheduled to work.

ARTICLE V/VI

(B) The following days shall be recognized as paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Monday after Easter	December 24 th
Tuesday after Easter	Christmas Day
Wednesday after Easter	December 26 th
Memorial Day	December 27 th
Fourth of July	December 28 th
Labor Day	December 31 st

(C) When any of the above holidays fall on a Saturday, they shall be observed on the Friday preceding such holiday. In the event any holidays fall on a Sunday, they shall be observed on Monday following the holiday. If the Fourth of July falls on a Tuesday or Thursday, the employee shall have off the Monday or Friday preceding or following the holiday. It is understood that if school is in session on any day when a holiday is to be observed, the BOARD shall arrange for such holiday to be observed on a day when school is not in session.

(D) If it is necessary that an employee be required to work on a holiday, s/he will be paid double time his/her regular rate of pay for the hours worked which shall be in addition to his/her regular pay.

(E) When any of the holidays set forth above are observed during an employee's regularly scheduled vacation, s/he shall be granted an additional day to be added to the end of his/her regularly scheduled vacation period.

ARTICLE VI

**LEAVES OF ABSENCE, SICK AND EMERGENCY
AND OTHER LEAVES**

Section 1. Permissive Leave of Absence

The BOARD may grant a leave of absence to any employee for a period of one year for any purpose, which the BOARD deems to constitute good cause. Such leave may be extended for an additional period of one year at the discretion of the BOARD.

At the conclusion of the leave period, the employee shall be eligible to return to the first vacancy in his/her occupational group (Article IV, Section 8(A)(2)) for which the employee can qualify.

ARTICLE VI

It is understood that when an employee takes a permissive leave of absence or a leave for UNION office as described below s/he shall not receive any wages or fringe benefits while on such leave.

- (A) Absences without pay of thirty (30) days or less for good cause and with the approval of the immediate supervisor shall not result in a loss of seniority or benefits except for the accruing of sick leave and vacation which will be prorated according to the amount of absences.

Section 2. Leave for Union Office

The BOARD shall grant a leave of absence without loss of seniority for a period not to exceed two (2) years, or the term of office, whichever may be less, to any member of the UNION who is elected to a full time UNION office. Such leave may be extended for an additional period of one year, at the discretion of the BOARD.

Section 3. Pregnancy and Child Care Leave

- (A) The employee shall be permitted to continue working for as long as she fully performs all of the express and implied duties and functions of her position.

The following requirements shall apply to employees who are pregnant:

- (1) An employee who is pregnant must inform her supervisor within a reasonable time after she has confirmation of her pregnancy.
- (2) The employee shall submit periodic medical reports as requested, on forms provided by the BOARD.
- (3) A pregnancy leave under this option must be requested at least thirty (30) days prior to the date such leave is expected to commence.
- (4) The employer's doctor shall determine the date when such employee shall cease working, provided that there has been compliance with (2) above. However, if any question arises relative to the pregnancy, the BOARD may require that the employee submit to medical examinations by a duly licensed obstetrician selected by the BOARD.
- (5) The employee shall be able to utilize sick leave in accordance with Article VI, Section 5 only for the period the employee is medically unable to work. The period of such leave shall run from the date set by the employee's doctor as in four (4) above until at least the period of medical disability is completed. At that time the employee may immediately return to work. However, if the employee requests, she shall return to work at the beginning of the semester according to the following schedule:

ARTICLE VI

Employees taking a leave commencing from July 1st through October 31st will return to work the following January.

Employees taking a leave commencing from November 1st through May 31st will return to work the following September.

- (6) During the period of such leave the employee's position may be filled by a temporary employee.
- (7) Upon expiration of such leave, the employee shall be reinstated to her former position and shall report to work.
- (8) While on such leave an employee shall retain full hospitalization, dental and life insurance coverage for the period of medical disability. The employee shall continue to accumulate seniority for the duration of such leave.

Section 4. Sick and Emergency Leave, Personal Leave, Funeral Leave, Jury and Court Leave, Unpaid sick leave/LTD, Unused Leave Days

- (A) Paid for leave time will be provided on an accumulation basis for the primary purpose of protecting an employee's family living income during period of unavoidable absence due to illness or accident. Short-term incapacity, bereavement, and personal emergencies, as hereinafter provided for, are also considered as good secondary cause compensated absences.
- (B) Each UNION employee shall earn one day per each month worked for purposes of sick and emergency leave. After the commencement of the fiscal year or work year, whichever is sooner, an employee may draw on his/her days for the balance of such year. At the end of each fiscal year all such unused leave days shall be placed in the employee 's leave bank subject to (G) below.

All employees shall report their absences as directed by the Board at least two (2) hours prior to the start of his/her shift, if possible.

All absences must be reported to the appropriate supervisor. Upon an employee's return to work s/he shall complete and return an absence form provided by the BOARD for personal business days, jury duty, and bereavement. After an employee has been absent for three consecutive days s/he shall, upon return to work, provide the appropriate supervisor with a doctor's certification of the disability, which prevented him/her from working.

Prior to the start of each fiscal year, the Office of Administrative Services will provide each Occupational Group an update of the Absence Reporting Procedure for the fiscal year.

ARTICLE VI

The following additional conditions shall apply to this type of leave:

- (1) Absences for which these days may be used:
 - (a) Personal illness of the employee.
 - (b) Emergency illness in the immediate family when necessary care cannot be arranged (includes birth of a child of employee's spouse.)
 - (c) Employee's own wedding (limit of five days.)
 - (d) Transportation failure (only when no other means of transportation is available.)
 - (e) One sick day may be used for the purpose of personal business upon securing prior approval of the appropriate supervisor.
- (2) In the event an employee leaves the District prior to the end of his/her work year and has used more days than s/he has earned, the excess day(s) shall be deducted from the last paycheck unless s/he has enough days in his/her sick bank from previous years to cover the excess days used.
- (3) Absences directly resulting from on-the-job injuries or sicknesses shall not be chargeable to the employee's sick and emergency leave. The employee shall receive the difference between his/her scheduled salary and worker's compensation benefits up to the time s/he is eligible for Health and Accident Insurance. It is understood that an employee must apply for worker's compensation benefits in order to receive his/her scheduled salary without charge to his/her sick and emergency leave days. Moreover, s/he must show the worker's compensation check to the Payroll Department so that the proper deduction can be made.
 - (a) Injuries must be reported to the appropriate administrator, on forms provided by the BOARD, as soon as possible but in no event later than three (3) calendar days after the occurrence of the injury.
 - (b) It is understood that if an employee's on-the-job injury is a result of his/her own negligence or contributory negligence, his/her compensation shall be limited to that provided by the Worker's Compensation Law unless such employee elects to supplement such compensation by use of his/her accumulated leave days. If a question arises as to negligence or contributory negligence on the part of an employee such question shall be subject to the grievance procedure.

ARTICLE VI

(C) Personal Leave

Each UNION employee shall be granted three (3) working days with pay each working year for personal business. The use of any such leave must have the prior approval of the appropriate supervisor or his/her designated representative. At the end of each fiscal year, the unused business days shall be credited to the employee's leave bank in combination with sick leave days. After being placed in the bank, these days shall not be used for personal business but shall be limited to sick and emergency use. It is understood that if an employee works less than a full working year, his/her personal leave days shall be prorated. If such employee has used more days that s/he is entitled to, the excess shall be deducted from his/her final paycheck. Employees shall not request the use of personal leave days immediately before or after a vacation or holiday period, unless an emergency arises which necessitates the use of a personal leave day at that time. In this event the employee will relate the specific reason for requesting personal leave to his/her supervisor who shall approve or disapprove the request as set forth above.

(D) Funeral Leave

Each full time employee shall be excused from work with pay in the following cases without charge to his/her sick or personal leave:

- (1) Death in the immediate family of the employee and/or spouse for a period not exceeding five (5) days. Immediate family shall mean mother, father, brother, sister, child, grandchild, wife, husband, grandmother or grandfather. The use of two (2) of the five (5) days may be deferred for up to four (4) calendar months for business directly related to the death.
- (2) Death of other relative of employee or spouse or a member of the household for a period not exceeding one (1) day. Other relative shall be defined as the following relatives: aunt, uncle, niece, nephew, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepfather, stepmother, foster parent, or employee's first cousin. The employee, at the request, may utilize a sick day or personal business day for funeral leave for funerals of persons not specifically listed.
- (3) It is understood that after returning to work an employee must complete and return to the appropriate supervisor an absence form provided by the BOARD.

ARTICLE VI

- (4) It is understood that funeral leave is to be used for the purpose of making funeral arrangements, attending funerals, and bereavement, and use of such time for purposes other than in connection with a death is a violation of this provision. It is further understood that the time granted under this provision for funeral leave is considered a maximum and an employee should not be off of work for the maximum time unless it is absolutely necessary.
- (5) If a death in the immediate family occurs when a person is on paid vacation, they will not be charged for those days but rather those days will be charged as funeral days in accordance with (1) above.

(E) Jury and Court Leave

Each employee shall be excused from his/her regularly assigned duties for jury duty or the attendance at any court pursuant to subpoena provided the legal action was not initiated by the employee, his/her spouse or the Union. S/he shall submit jury duty check less mileage to be paid his/her regular salary and such amount as s/he may receive as juror or witness fees.

Day shift and Afternoon shift employees may be excused from work on the day(s) scheduled to be in court. Midnight shift employees may be excused from work the night before the court date(s).

(F) Unpaid Sick Leave/LTD

It is understood that while an employee is on unpaid sick leave or long term disability, s/he shall not receive any wages or pay from the BOARD, and the only fringe benefits that s/he shall be eligible for are hospitalization, life insurance, and long term disability, dental and optical insurance. Vacation pay shall be prorated to the months actually worked during the work year. It is understood that if an employee does not work during the working year, she shall not be entitled to vacation pay for the year. It is further understood that if a ten (10) month employee goes on long term disability prior to the end of his/her work year such employee shall not receive any vacation pay except when the amount of long term disability benefits received, including worker's compensation, is less than the amount of vacation pay earned, in which event the BOARD shall pay the difference. Subject to Article IV, Section 6, (B,6), it is further understood that when such employee returns to work s/he shall be entitled to the same position s/he occupied prior to sickness or disability, provided that s/he has furnished the Superintendent with medical evidence of his/her fitness to resume the former duties.

ARTICLE VI/VII

(G) Payment for Unused Leave Days

It is agreed that at the end of the current fiscal year each employee who has less than six years of seniority shall receive \$40 per day for each unused leave day (sick and personal business) granted during that fiscal year. Each employee who has six or more years of seniority shall receive \$60 per day for each unused leave day. Payment shall be made in a lump sum on the second paycheck in July. Payment for unused leave days will be prorated on the basis of the number of hours worked per day based on \$40 or \$60 per day. Example: for an employee with 6 years seniority - \$60 divided by 8 hrs. = \$7.50 per hour x daily hours worked = amount of money per unused leave day.

- (1) It is agreed that each employee shall have the option of banking such unused leave days, in lieu of payment, which may accumulate to a maximum of ninety (90) days. Any employee, however, who has banked more than ninety (90) days prior to December 1, 2000, shall have the number of days thus banked as his/her maximum. This maximum number will be reduced when usage decreases the maximum number of banked days below the December 1, 2000 maximum. However, under no circumstances will the maximum permitted accumulation be reduced to less than the ninety (90) day limitation established under this provision.
- (2) Subject to (1) above, if an employee does not notify his/her supervisor, in writing, by June 1st of this intention to exercise such option s/he shall be considered as having requested banking any unused leave days.

ARTICLE VII

**EMPLOYEE COMPENSATION, FRINGE BENEFITS
AND RELATED MATTERS**

Section 1. Employee Compensation

For services rendered to the District during the work year, each employee shall be paid in accordance with the rate schedule in Appendix A of this agreement. The rates of pay for any future positions within the bargaining unit, which do not now appear on the above schedule, shall be subject to negotiations between the BOARD and the UNION.

Section 2. Pay Periods

Each employee shall be paid bi-weekly.

ARTICLE VII

Section 3. Vacation Pay Upon Layoff or Retirement

Any employee who is laid off or retires shall be paid within a reasonable time thereafter for any unused vacation days including those days accrued at the then current calendar year.

Section 4. Overtime

Overtime pay will be at the rate of time and one-half of the employee's regular rate plus any position differential and will be paid for all hours worked in excess of eight hours per day or after forty hours per week. However, no non-compensated absences from work shall be included in the eight or forty hour computations. The following conditions shall apply to all overtime periods.

(A) Call-in Pay

When an employee is called in to work overtime s/he will be paid a minimum of two (2) hours if called in after 7:00am and before 12:00 midnight; the minimum will be three (3) hours if called in between 12:00 midnight and 7:00am. The appropriate supervisor or his/her designated representative calling the employee in may assign work to be done during these (3) hours after the problem that necessitated the call-in has been resolved. It is understood, however, that when an employee is called in to work overtime which is scheduled to begin less that three (3) hours before such employee begins his/her regular shift, s/he shall be paid only for the number of overtime hours worked.

(B) Overtime will be posted and kept up-to-date by the head custodian, transportation leader, maintenance leader and cook leader on the UNION bulletin board provided in this agreement and will be divided as equally as possible within the buildings or within each group of employees for the particular work required. Anyone refusing overtime shall wait his/her next regular turn and be charged with the hours that the employee who took the overtime actually worked.

(C) Bus drivers shall have priority, whenever possible, on the basis of seniority for regular routes and runs involving extra-curricular activities. The field trip driver or his/her substitute shall have first choice after the regular drivers on all extra-curricular activities. However, where such priority would result in unnecessary overtime hours or mileage on vehicles, it shall not be granted. In any case, transporting students to and from school on regularly scheduled routes shall have first priority.

ARTICLE VII

- (1) When a regular driver is absent, the field trip driver shall fill that position, on a temporary basis, until the regular driver returns to work. The substitute drivers shall then be assigned to the field trips on a temporary basis. This provision shall not apply in the case of the Transportation Leader's absence.
 - (2) When a regular driver is absent for a period of thirty (30) calendar days the field trip driver assigned to that position will then be placed on the over-time rotation list. When the regular driver returns to his/her position, the field trip driver will return to his/her regular field trip duties and will no longer be on the over-time rotation list. The field trip driver will notify the transportation leader when this occurs so that s/he may be placed on the over-time list.
- (D) Whenever a building is used at a time when a custodian is not on regular duty, and in the opinion of the building principal the activity creates dirt and disorder, a custodian shall be assigned overtime to prepare the building for an orderly resumption of the instructional program. However, if a custodian is assigned overtime which is to begin at the completion of his/her regular duties s/he shall be paid only for the number of overtime hours worked. Otherwise, the call-in provisions in (A) above shall apply. Food service employees will have first choice in their building for an absent person's position only if it carries more hours and they are qualified to do the work. The substitute will then be assigned to the resulting vacancy. However, where such priority would result in unnecessary overtime hours, it shall not be granted. In any case the efficient running of Food Service shall have first priority.
- (E) Overtime for each employee shall be paid on the pay period following the date the overtime sheets have been submitted to the Payroll Office.
- (F) It is understood that if an employee is absent from work when s/he is up for overtime s/he shall be charged with the overtime hours. It is further understood that if an employee is absent on Friday s/he is not eligible for any overtime occurring over the weekend.
- (G) If a maintenance man with a particular skill is needed the BOARD may pick such employee out of rotation.
- (H) When overtime is assigned it shall be done in the manner outlined in (B) above. If no one within the building or group is available for such overtime, it shall be offered to all employees outside of the building or group who have entered their names on a central overtime list, provided that such employees are qualified and capable of performing the work. A list of these employees shall be collected and sent to the UNION by September 30 of each year.

ARTICLE VII

- (I) The BOARD will attempt to refrain from using a substitute employee in a building where there is not at least one full time employee working on a regular or overtime basis.

Section 5. Limitation of Back Wages

In the event that an employee is entitled to payment of back wages, no such payment shall exceed the amount the employee would have otherwise earned at his/her regular rate.

Section 6. Insurance Benefits

Notwithstanding the benefit provisions of the sections below, the terms of any contract or policy issued by a carrier determined by the BOARD there under shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage and other required matters. The BOARD, by payment of the premiums required to provide the coverage's set forth, shall be relieved from all liability with respect to the benefits provided by the plans as described below. The failure of any carrier to provide any of the benefits for which it has contracted for any reason except the negligence of the BOARD shall not result in any liability to the Board of Education or the UNION, nor shall such failure be considered a breach of any obligation by either of them. However, the BOARD shall continue to assist employees with the processing of claims and, further, periodically review the carriers' performance of their administration of the policy contracts with the District and advise the carriers when the BOARD or the UNION finds their performance unsatisfactory.

- (A) Long Term Disability Insurance

The BOARD agrees to pay the full cost of a group income protection disability insurance plan with a carrier determined by the BOARD for each employee who has successfully completed his/her probationary period. Such plan shall pay after ninety (90) calendar days of disability as defined in the insurance plan, subject to the terms and conditions of the plan:

- (1) 70% of the employee's monthly salary for the first 26 weeks of disability following the above ninety (90) day calendar period, not to exceed a monthly cap of \$2,500 per month;

ARTICLE VII

- (2) 66 2/3% of the employee’s monthly salary after the above 26 week period and during the period of disability up to age sixty-five (65), not to exceed a monthly cumulative maximum cap of \$2,500 per month. At age 65 the following schedule shall apply:

65	24 months of benefits
66	21 months of benefits
67	18 months of benefits
68	15 months of benefits
69 and over	12 months of benefits

- (3) The employee may purchase enhanced coverage through the District’s carrier.

(B) Worker’s Compensation

Employees receiving payment under this provision shall be compensated at 100% of their wages for the first ten working days. Commencing with the eleventh day the employee shall be compensated at the rate of 85% of his/her wage. If the employee so chooses s/he may elect to use accumulated sick leave and/or vacation time to make up the difference in daily rate up to 15%. The employee must submit the request in writing to the Assistant Superintendent for Administrative Services not more than thirty (30) calendar days from the date on which s/he began receiving workers’ compensation benefits.

An employee who is receiving Worker’s Compensation may return to a restricted duty position if available, at his/her regular wages with written permission from his/her doctor.

(C) Group Term Life Insurance

Upon submission of a written application, the BOARD shall pay the full premium for a \$35,000 term life insurance policy through an insurance carrier to be determined by the BOARD for each employee who has successfully completed his/her probationary period. The employee may purchase additional life insurance from the District’s carrier at rates determined by the carrier.

(D) Opt-Down

Opt-down to BC/BS CMM plan with \$250/\$500 deductibles with \$10 prescription drug rider. Employees who exercise this option will receive an annual rebate of \$300.00.

ARTICLE VII

(E) Hospitalization and Medical Insurance

Upon submission of a written application, the BOARD shall provide, at BOARD expense, full hospitalization and medical insurance for each eligible employee who has successfully completed his/her probationary period and their eligible spouse and dependent(s) (see Article III, Section 1.) Such insurance shall be provided as follows: Blue Cross/Blue Shield Blue Preferred Plan (PPO).

Blue Cross/Blue Shield Blue Preferred Plan (PPO):

Comprehensive Hospital, Semi-Private Room, SAT2, Trust 15, Plus 15, D45NM, PSG-1, ML, FAERC, PPNV-1, CNM, RAPS-2, BMT, HMN, XTMJ, PTB, COB-3, Master Medical Option 1, MMC-POV, MCXTMJ, MMC-PTB, ICMP, Preferred RX Prescription Drugs with a \$10.00 Generic/\$20.00 Brand Name with MOPD, EBMT, TSA, PTFS, PTS, and HCB-1, XVA2.

FC & SD riders are included with member responsible for the additional charge per each sponsored dependent and each family continuation member.

Should at some future date the BOARD decide to investigate other health insurance carriers, self-funding and/or third party administrators in order to provide the same or better coverage to employees as described (A), (B) and (C) above, the UNION shall be allowed representation on the committee convened by the BOARD to study such alternatives. Once the BOARD makes a choice as to another carrier or third party administrator, or to use self-funding for any of its health care programs, Section 8 shall be reopened for negotiations.

Employees working less than a full contract year have benefits terminated on the first day of the month following termination of employment.

It is the employee's responsibility to report to the Personnel Office any changes in family status within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the BOARD in his/her behalf for failure to comply with this provision.

For those employees so electing the BOARD shall pay the full premium, under the same conditions as in (1) above for the BC/BS Blue Care Network – HMO or equivalent. The election may be made or changed during the enrollment period. The use of the PPO program is contingent upon both LSASA and contract personnel also utilizing the PPO as their core medical insurance coverage.

ARTICLE VII

Employees having access to alternative health care coverage may annually refrain from participating in any of the District’s hospitalization programs and receive an annual rebate of \$1,100.00 (in-lieu-of-coverage). This option will not apply if the alternate coverage is through a spouse also employed by the District.

(F) Life Insurance for Retirees

The BOARD shall provide an \$15,000.00 Group Term Life Insurance policy for each retiree who qualifies for benefits under the Michigan School Employees Retirement System or Social Security and has been employed by the BOARD for at least ten (10) years. It is understood that at age 70 or older such policy will be in the amount of \$6,000.00.

This benefit shall not apply to employees hired after January 1, 1995. Employees hired after this date shall have the option of purchasing the same coverage within 31 days from their retirement date, without a physical examination, at rates to be determined by the provider.

(G) Insurance for Laid Off Employees

It is agreed that the BOARD shall continue to pay hospitalization and group life insurance premiums for laid off employees for a period of three (3) months after the effective date of layoff.

(H) Dental Insurance

Upon submission of a written application, the BOARD shall pay the full premium for each employee who has successfully completed his/her probationary period, and their eligible spouse and dependents as defined by the United States Internal Revenue Service, for dental insurance through a company determined by the BOARD.

Such coverage shall include:

Type A Benefits = 100%	Type B Benefits = 85%	Type C Benefits = 70% of all covered expenses (50% for orthodontic treatment.)
Comprehensive Dental Maximum Benefit Per Calendar Year, Per Person Covered, \$1,200.00		
Orthodontic Treatment: Lifetime Maximum Benefit, Per Person Covered, \$1,200.00		
Employees who opt down to a: 50%/50%/50% plan will receive an annual rebate of \$75.00. Employees who opt-out of dental insurance will receive an annual cash rebate of \$150.00		

ARTICLE VII

(I) Optical Insurance

The BOARD will pay the optical benefits outlined below for each employee and their eligible spouse and dependents directly to the employee upon submission of receipts under the same coordination of benefits procedures presently employed.

Services and supplies shall be provided during any period of 12 consecutive months for the employee, eligible spouse and dependent(s) as follows:

1) Eye Examination		\$ 43.00
2) Lenses	Single Vision (two lenses)	\$ 43.00
	Bifocal (two lenses)	\$ 72.00
	Trifocal (two lenses)	\$108.00
	Contacts (two lenses)	\$ 79.00
3) Frames		\$ 36.00

Benefits will be provided for no more than one eye examination, two lenses, and one set of frames during any consecutive twelve (12) month period for the employee, eligible spouse and dependent(s).

4) Coverage is also provided for:

- a) Aphakic lenses following cataract surgery, and
- b) Contact lenses if visual acuity is not correctable to 20/40 or better in the better eye by the use of contact lenses, and
- c) The maximum benefit during the lifetime of an insured family member aphakic and contact lenses combined will be \$200.00.

5) Limitations and exclusions are as set forth in the policy of insurance.

(J) Health Care Cost Sharing

In the event that the illustrative premium rates established annually by the District's hospitalization and medical insurance carrier increases by more than 20% over the previous year, the employee will share in the excess premium costs. Costs above 20% will be equally shared by the employee and the employer (50/50).

ARTICLE VII

The cost sharing provision will be specific to the employee's individual program and category. The employee's contribution will be provided through payroll deduction on a "pre-tax" basis and will commence the first pay period of the fiscal year following the establishment of the new rate.

This provision does not apply to dental and optical insurance benefits. The parties agree that the Board shall offer a Section 125 Flexible Benefits Plan no later than October 1, 1995. Such a plan will comply with all IRS rules and regulations.

Section 7. Severance Pay

- (A) An employee may draw on his/her accumulated sick and emergency days beyond a minimum accumulation of sixty (60) days, provided s/he has qualified for severance pay benefits in accordance with Article VII, Section 8 of this Agreement
- (B) Each employee who has been employed by the BOARD for a period of five (5) consecutive years or more shall be eligible for severance pay upon death, retirement under the Michigan School Employee's Retirement System or Social Security.
- (C) Such severance pay shall be paid as follows: 1 – 90 days – 50%; 91 – 124 days – 75%; 125 days or more – 80% of the employee's accumulated sick and emergency leave days paid in accordance with the employee's last regular daily rate.
- (D) If an employee's employment is terminated after five (5) consecutive years of employment with the district, such severance pay shall be an amount equal to 35% of the employee's accumulated sick and emergency leave days paid in accordance with the employee's last regular daily rate.
- (E) If an employee is involuntarily laid off prior to having worked five (5) consecutive years with the district, s/he shall be eligible for severance pay in the amount equal to 25% of the employee's accumulated sick and emergency leave days paid in accordance with the employee's last regular daily rate. It is understood the employee must request this severance pay in writing to the Personnel Office one week from the date s/he is notified of his/her layoff. Once such payment is made to the laid off employee, his/her sick and emergency leave bank will be completely exhausted and in the event of recall s/he shall have no accumulated leave days.

ARTICLE VII

- (F) An employee can only draw once during any given fiscal year a number of days not to exceed \$3,000.00 in compensation.

The days will be compensated in the following manner: The rate will be determined in accordance with Article VII, Section 8 C of this Agreement. The payout rate is frozen at the rate in effect on April 1, 2001, until such time as the employee uses those days for actual sick or emergency leave. In that event a reduction of rate (in accordance with the aforementioned) may result; the employee would be compensated at the new rate.

Section 8. Work Uniforms

- (A) Custodial-Maintenance Employees

The BOARD shall provide five (5) work uniforms to new employees. The BOARD will provide the necessary replacement uniforms up to three (3) per work year upon turning in the used uniforms for custodians, and four (4) work uniforms per work year upon turning in the used uniforms for maintenance. Beginning June, 1983, all replacement uniforms and foul weather gear requests will be submitted in writing on a special form issued by the BOARD. These forms must be returned to the Maintenance and Operations Office no later than July 10. Uniforms and foul weather gear as needed will be issued once during the year by October 15 of each school year. The BOARD shall also provide an allowance of \$65.00 per year for the purpose of laundering such uniforms. These allowances will be paid on a general fund check no later than October 30. All foul weather gear must be kept in the Maintenance Shop when not in use.

- (1) It is understood that the BOARD and the UNION will mutually agree on the color for these uniforms.
- (2) The BOARD shall provide winter jackets for outside maintenance employees and day custodial employees. They will be replaced every three (3) years unless circumstances occur necessitating replacement before the scheduled replacement date. Issuance will be in accordance with Article VII, Section 9 A.

ARTICLE VII

(B) Transportation Employees

The BOARD shall provide five (5) work uniforms to new employees. The BOARD will provide the necessary replacement uniforms up to three (3) per work year upon turning in the used uniform for drivers. Each June replacement uniform requests will be submitted in writing on a special form issued by the BOARD. These forms must be returned to the Maintenance and Operations Office no later than July 10. Uniforms as needed, will be issued once during the year by October 15 of each school year.

In the 2000/01 school year a winter jacket will be issued to all transportation employees.

In the 2001/02 school year a spring jacket will be issued to all transportation employees.

- (1) The Board and the Union will mutually agree on the color for these uniforms.
- (2) The BOARD shall provide an allowance of \$30.00 per year for the purpose of laundering such uniforms. This allowance will be paid on a general fund check no later than October 30.

(C) Food Service Employees

The BOARD shall provide food service workers with five (5) work uniforms and one (1) pair of non-skid shoes to new employees. The BOARD will provide the necessary replacement uniforms up to three (3) per work year upon turning in the used uniforms and up to one (1) pair of non-skid shoes upon turning in the worn out non-skid shoes. Each June replacement uniform requests will be submitted in writing on a special form issued by the District. These forms must be returned to the Food Service Director no later than July 10. Uniforms as needed will be issued once during the year by October 15 of each year.

- (1) The color of such uniforms will be blue, blue/white, or white and of a style that is appropriate and suitable for the position.
- (2) The BOARD shall also provide an allowance of \$30.00 per year per employee for the purpose of laundering such uniforms. This allowance will be paid on a general fund check no later than October 30.

(D) Each employee shall be required to wear a neat and clean work uniform at all times during his/her work.

ARTICLE VII/VIII

Section 9. Direct Deposit

- (A) All employees shall participate in direct deposit of all payroll checks.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 1. Traveling Time Between Buildings

In the event a custodian is assigned to more than one building the following procedure shall be employed to determine the amount of traveling time to be allocated between buildings.

- (A) Prior to the commencement of the school year the BOARD, in the presence of the UNION, shall measure the distance between buildings and shall set a reasonable time for travel between such buildings. Such reasonable time shall be based on normal weather conditions, and if an employee cannot meet the fixed time limits because of adverse weather conditions s/he shall not be disciplined for such failure. However, the burden of proof in such instance shall be on the employee.
- (B) If the UNION disputes the reasonability of such allocated time it may pursue the matter through the grievance procedure. However, it is understood that the time allocation(s) set by the BOARD shall remain in effect until reversed via the grievance procedure.

Section 2. Assuming Absent Leader's Position

It is understood that if an employee is assigned by the BOARD to perform the responsibilities of a leader who is absent from work, such employee shall be compensated at a leader's rate of a pay, at his/her current step level of pay, after s/he assumed such responsibilities for a period in excess of three (3) working days. It is understood that payment shall be retroactive, which shall include the first three (3) working days of service in the absent leader's position. It is further understood that payment shall be made in accordance with the provision of this agreement setting forth payment for overtime.

Section 3. Subbing in the Absence of a Custodian, Custodian Leader, or Head Custodian

The BOARD shall compile a list at the beginning of each school year of custodians who would be willing to assume an absent custodian, custodian leader, or head custodian's position on any shift. The list shall be published by September 15 of each school year and the Union President shall receive a copy.

ARTICLE VIII/IX

Section 4. Criminal Assault

Any case of criminal assault upon an employee while on the job shall be promptly reported to the proper police authorities and the administration by the employee. The BOARD will then provide legal counsel to advise the employee of his/her rights and obligations with respect to the criminal aspect of such assault.

Section 5. Notices of Regular and Special Board Meetings

Notice of all regular and special school board meetings shall be given to the UNION president. It is understood that the UNION will provide the supervisor, designated by the BOARD, with copies of all materials to be placed on the UNION bulletin board.

Section 6. Equipment

The BOARD will, subject to its financial limitations, promptly repair broken equipment necessary to maintain efficient, safe and sanitary conditions relative to food service operations.

ARTICLE IX

GRIEVANCE PROCEDURE

Section 1. Definitions

- (A) A **GRIEVANCE** shall mean a complaint by an employee or group of employees on an alleged violation, misinterpretation or misapplication of any provisions of this agreement.
- (B) **IMMEDIATE SUPERVISOR** shall mean the office(s) established by the Board of Education with direct supervision over custodial, maintenance, transportation and food service employees.

Section 2. Procedure

- (A) **STEP ONE.** If the employee believes s/he has a grievance s/he may discuss it with the immediate supervisor or his/her steward who may then discuss it with the immediate supervisor. If the matter is not resolved to the satisfaction of the employee the UNION president may submit the grievance, in writing, to the immediate supervisor within three (3) days from the time it was discussed with such supervisor. The immediate supervisor shall answer such grievance, in writing, within three (3) working days after it is received by him.

ARTICLE IX

- (B) **STEP TWO.** If the immediate supervisor's answer is not satisfactory, the UNION president may appeal the grievance, in writing, to the Superintendent or his/her designated representative within three (3) working days after receipt of the immediate supervisor's answer. The Superintendent or his/her designated representative shall arrange a meeting with representatives of the UNION within five (5) working days after receipt of the appeal. The Superintendent or his/her designated representative shall answer the grievance, in writing, within three (3) working days after the meeting.
- (C) **STEP THREE.** If the Superintendent's or his/her designated representative's answer is not satisfactory, the UNION president may move the grievance to arbitration by notifying the BOARD, within thirty (30) calendar days after receipt of the Employer's answer at Step 2, of their intent to arbitrate.
- (1) The parties (the Employer and AFSCME Council 25) shall then attempt to select an Arbitrator.
 - (2) If, within thirty (30) calendar days from the union President's "Notice of Intent to Arbitrate", an Arbitrator has not been mutually selected, the grievance may then be appealed (by AFSCME Council 25) to the American Arbitration Association to be processed in accordance with its Voluntary Labor Arbitration Rules.
 - (3) The Arbitrator shall render his/her award, which shall include a written opinion, not later than thirty (30) calendar days after the date on which the hearings were concluded, or if oral hearings are waived, then from the date of transmitting the final statements and proofs to the Arbitrator.
 - (4) The award of the Arbitrator shall be accepted as final and binding on the UNION, its members, the employee or employees involved, and the BOARD. There shall be no appeal from an arbitrator's decision if said decision is within the scope of the Arbitrator's authority as described below, or if no fraud, collusion or duress is present. The Union shall not then, by any other means, attempt to bring about a different resolution of the grievance.
 - (5) The fees and expenses of the Arbitrator shall be shared equally by the BOARD and the UNION. All other fees and expenses, including administrative fees, shall be assessed according to the voluntary labor arbitration rules of the American Arbitration Association.
 - (6) It shall be the function of the Arbitrator, and s/he shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of any of the terms of this agreement.

ARTICLE IX

- (a) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement. His/her powers shall be limited to deciding whether the BOARD has violated, misapplied or misinterpreted any of the express terms of this agreement. It is understood that any matter that is not specifically set forth in this agreement shall not be subject to arbitration.
 - (b) He shall have no power to decide any question which under this agreement is within the authority of the BOARD to decide, nor shall s/he substitute his/her judgment for that of the BOARD.
 - (c) He shall have no power to consider the provisions of any constitutional, statutory, or common law in the resolution of any grievance.
- (7) If the BOARD disputes the arbitrability of any grievance under the terms of this agreement, the Arbitrator shall first determine whether s/he has jurisdiction to act, and if s/he finds that s/he has no such power the grievance shall be referred back to the parties without decision or recommendation on its merits.
- (8) The BOARD shall not be required to pay back compensation for more than eleven (11) calendar days prior to the date the grievance was filed.
- a. No decision in any one case shall require a retroactive adjustment in compensation in any other case.
- (9) Any grievance occurring during the period between the termination date of this agreement and the effective date of this agreement and the effective date of the new agreement shall not be arbitral.

Section 3. General Provisions

- (A) As provided by law every individual employee has the right to present a grievance and have the grievance adjusted without intervention of the UNION, provided, that the adjustment is not inconsistent with the terms of this agreement, and provided further, that the UNION has been given an opportunity to be present at such adjustment.
- (B) The primary purpose of this procedure is to secure, at the lowest level possible, solutions to grievances. Both parties agree that these proceedings shall be kept as informal and confidential as may be possible under the circumstances.

ARTICLE IX

- (C) After the informal discussion stage under the first part of Step One of this procedure, all grievances shall be placed in writing, on forms provided by the BOARD, and all answers to such grievances shall also be in writing.
- (D) Failure by the grieving party to take any step under this procedure within the prescribed time limits shall be deemed to constitute a withdrawal of the grievance. Failure by the Superintendent to hear a grievance within the prescribed time limits, when such grievance reaches his/her level, shall entitle the aggrieved party to move to the next step. It is understood that the prescribed time limits may be extended by the mutual agreement of both parties, which shall be in writing.
- (E) In order for any action to be taken on a grievance, such grievance must be initially presented within eleven (11) working days after the employee or group of employees or steward or UNION president has knowledge of the incident or occurrence, which is the basis for the grievance.
- (F) It is understood and agreed that the following matters shall not be subject to binding arbitration. They are:
 - (1) Placing a probationary employee on an additional period of probation.
 - (2) The termination of services or failure to re-employ a probationary employee.
 - (3) Any matter as to which a method of review is prescribed by law of any rule or regulation of any Michigan State administrative agency which is binding on the Board of Education.
- (G) Any meetings which may be held under this procedure shall be conducted before or after working hours, except where mutually agreed to the contrary.
- (H) In the course of investigation of any grievance, representatives of the UNION will report to the immediate supervisor of the building being visited and state the purpose of the visit immediately upon arrival.
- (I) It shall be continued policy of the BOARD to assure every employee an opportunity to have the unobstructed use of this procedure without fear of reprisal or without prejudice in any manner to his/her employment status.
- (J) The UNION, recognizing the importance of the employee's occupation, expects its members to conduct themselves in all aspects of their employment in an ethical and proper manner.

ARTICLE X

DURATION OF AGREEMENT AND SEVERABILITY

Section 1. Duration of Contract

- (A) This agreement shall be effective as of July 1, 2008 for a term of three (3) years and shall expire at 11:59 pm on June 30, 2011 with a wage only re-opener for year two (2) and year three (3) of the contract.
- (B) It is expressly understood, however, that any portion(s) of this agreement may be amended at any time during its duration by the mutual agreement of both parties, provided that both parties agree to negotiate on any proposed amendments. It is further understood that any agreements reached shall be reduced to writing and be distributed to all members of the bargaining unit.

Section 2. Severability

This agreement and each of the terms and conditions hereof are subject to the laws of the State of Michigan and of the United States in all respects and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, the Attorney General, or by any other administrative agency of the State of Michigan or of the United States, the remaining provisions of this agreement, after severance, shall remain in full force and effect insofar as possible.

Section 3. Wages

Effective July 1, 2008 base wages for all classifications shall be increased by two and one quarter (2.25%).

Wage increases for the second and third year of the Agreement shall be subject to wage only negotiations each year.

Section 4. Hospitalization and Medical Insurance

For the length of the Agreement, all eligible employees shall be provided the HSA-Flexible Blue II with riders. (See Appendix B). The District shall fully fund the high deductible cost of the plan.

ARTICLE XI

ARTICLE XI

MAILING ADDRESS FOR NOTICES

Section 1. Mailing address for Notices

The notice requirements of any provision of this agreement shall be deemed satisfied upon mailing by first class to the following respective address of the parties. In the event that either party shall desire to change the address for such notices, s/he shall furnish to the other in the manner required hereunder a written notice of such change of address.

Board of Education
Lake Shore Public Schools
28850 Harper
St. Clair Shores, MI 48081

Mr. Gerrit J. E. Ketelhut, President
30030 Elmgrove
St. Clair Shores, MI 48082

Local 1217 of AFSCME
Mr. Michael Salem
21701 Raymond
St. Clair Shores, MI 48082

ARTICLE XII

RATIFICATION

Section 1. Ratification

IN WITNESS WHEREOF we have set our hands to this Agreement with the intent that the execution hereof shall be deemed to be complete as of July 1, 2008.

BOARD OF EDUCATION
LAKE SHORE PUBLIC SCHOOLS

Gerrit J. E. Ketelhut, President

Shannon Harvey, Secretary

LOCAL 1217 OF THE INTERNATIONAL
UNION OF THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES

Michael Salem, President

Brian Mitschang, Vice President

Paul Skiba, Secretary

Hank Jankowski, Treasurer

Mike Michilli
Custodial/Maintenance Representative

Pam DePerro
Food Service Representative

Colleen Martel
Steward/Transportation Representative

Staff Representative

APPENDIX A

JULY 1, 2008- JUNE 30, 2009 2.25% INCREASE

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Custodian	14.06	14.78	15.60	16.44	17.33	19.08
Swimming Pool/Outdoor Custodian	14.52	15.31	16.15	16.99	17.92	19.71
Custodian Leader	15.04	15.82	16.69	17.59	18.55	20.39
Elementary Head Custodian	15.05	15.85	16.73	17.62	18.60	20.44
Warehouse/Mailman	15.11	15.91	16.78	17.66	18.64	20.49
Warehouse/Mailman/Head Cust @ NS	15.11	15.91	16.78	17.66	18.64	20.49
Head Custodian (Rodgers, Kennedy)	15.71	16.53	17.43	18.36	19.36	21.27
Head Custodian (High School)	16.20	17.06	18.00	18.96	19.97	21.93
Bus Driver	14.04	14.78	15.60	16.44	17.33	19.07
Transportation Leader	15.64	16.48	17.38	18.31	19.29	21.20
Transportation Leader/Coordinator	17.21	18.13	19.11	20.15	21.23	23.30
Kitchen Helper	10.08	10.64	11.23	11.84	12.46	13.42
Kitchen Helper/Driver	10.60	11.17	11.80	12.42	13.10	14.22
Assistant Cook/Baker	11.70	12.31	12.99	13.68	14.43	15.62
Cook	11.93	12.57	13.25	13.97	14.71	15.95
Cook/Assistant Leader	12.54	13.23	13.95	14.70	15.49	16.75
Cook Leader	13.54	14.26	15.04	15.84	16.72	18.04
Maintenance	15.37	16.21	17.07	18.01	18.97	20.85
Maintenance/Leader	16.83	17.74	18.68	19.69	20.77	22.79
Maintenance A	16.06	16.91	17.85	18.77	19.80	21.75
Maintenance A/Leader	17.74	18.68	19.70	20.77	21.89	23.99
Maintenance B	16.88	17.79	18.75	19.78	20.84	22.87
Maintenance B (w/journeyman's card)	18.34	19.34	20.38	21.46	22.64	24.82
Maintenance B/Leader	18.58	19.58	20.64	21.76	22.91	25.08
Maint. B/Leader (w/journeyman's card)	20.01	21.09	22.25	23.44	24.69	27.02
Maintenance Helper	14.58	15.36	16.20	17.06	18.00	19.80
Maintenance Helper/Warehouse	15.10	15.88	16.77	17.66	18.63	20.48
Maintenance Helper/Mailman	15.10	15.88	16.77	17.66	18.63	20.48
Facilities Coordinator	20.42	21.51	22.69	23.91	25.18	27.57

DEFINITIONS

Maintenance A

Two (2) year's experience as Maintenance plus the satisfactory completion of one course prescribed by the immediate supervisor or the demonstrated ability to perform certain skills which are utilized in his job as approved by the immediate supervisor. If the employee has asbestos certification, he can achieve this classification with only one (1) year of experience.

Maintenance B

Two (2) year's experience as a Maintenance A plus the satisfactory completion of three (3) courses prescribed by the immediate supervisor and a low pressure boiler's license or a journeyman's card.

Note: After successful completion of courses in the above classifications, and prior to a wage increase, the employee must show a proficiency in the trade and be able to perform such trade with minimal instructions.

Head Custodian and Leader Differentials

Head Custodian	<i>High School</i>
Head Custodian	<i>Kennedy and Rodgers</i>
Transportation Leader	
Cook-Leader	
Warehouseman	

Classification A

Two (2) year's experience in an above classification plus the satisfactory completion of two courses prescribed by the immediate supervisor.

Additional 15 cents per hour

Classification B

Two (2) year's experience in Classification A plus the satisfactory completion of three (3) additional courses prescribed by the immediate supervisor.

Additional 25 cents per hour

Note: After successful completion of courses in the above classification and prior to a wage increase, the employee must show a proficiency in the trade and be able to perform such trade with minimal instructions.

Note: After successful completion of courses by employees in the above classifications the educational differential will be folded into the employee's base wage before any general wage increase is computed the following year.

**DEFINITIONS
MEMORANDUM OF AGREEMENT**

DEFINITIONS

Schedule Notations

1. All employees hired prior to November 1, 1994 will automatically be placed on Step 6 of the schedule.
2. Employees will carry their step placement in the event of any transfer to another unit position/classification.
3. New hires may, at the discretion of the BOARD, be given credit on the schedule for comparable work experience (including substitute work.)
4. All wages are subject to verification.

**MEMORANDUM OF AGREEMENT
DEFINITION OF "FIRST CONSIDERATION"**

First consideration is defined as:

The BOARD will first give thoughtful, careful, and sympathetic regard to an individual from another occupational group.

When filling a new or vacant position, the BOARD will first give thoughtful, careful, and sympathetic regard to an individual from another occupational group who trained or worked during the entire summer and was physically able to perform the work (job) before a substitute of that occupational group or laid-off members of the other occupational groups and then before the employment of new personnel.

The BOARD retains the right to select the person whom, in its considered opinion, best meets the qualifications as established by the BOARD.

LAKE SHORE PUBLIC SCHOOLS
Office of Human Resources
586-285-8490

MEMORANDUM OF AGREEMENT

Christmas Break December 23, 2008

The AFSCME Union officers met with Donald Kling, Director of Maintenance and Operations to discuss the issue of December 23, 2008, A.F.S.C.M.E Christmas Holiday. The newly negotiated 2008-09 school year calendar, scheduled December 23, 2008, as a full school day for students.

The current AFSCME collective bargaining agreement states that “December 24”, Christmas Day, December 26th, December 27th, December 28th and December 31st will be paid holidays for the unit (Article V, Section 3.B). In Article V, Section 3. C, states that “When any of the above holidays fall on a Saturday, they shall be observed on the Friday preceding such holiday”, thus creating December 23, 2008, as a paid holiday for the AFSCME unit.

It was agreed by the AFSCME officers to change December 23, 2008, to a regular work day and make the Thursday after Easter (April 16, 2009) and the Friday after Easter (April 17, 2009) as paid holidays for the 2008/09 school year only, for those AFCME unit members eligible for the benefit of holiday pay.

The execution of this agreement is for the 2008/09 school year only.

Christine Pechacek
Executive Director,
Human Resources Department

Michael Salem
President
AFSCME Local 1217