

AGREEMENT

Between

**The Board of Education of the
Lakeview School District**

and the

**Local Chapter 331 Custodial,
Maintenance and Outside
Maintenance and Food Service
Employees**

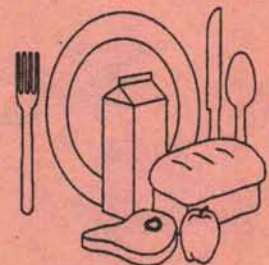
**Affiliated with Council 25 AFSCME
AFL-CIO**

**Effective July 1, 1995 to June 30,
1998**

Lakeview School District



LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University



FOOD

THE BOARD OF EDUCATION OF THE
CITY OF CHICAGO
RESOLUTION

RESOLVED, That the Board of Education of the City of Chicago do hereby approve the proposed amendments to the Chicago Public Schools Code of Ethics, as set forth in the attached report of the Committee on the Code of Ethics, and that the same be adopted as the official code of ethics for the Chicago Public Schools.

ATTEST:
The Mayor of Chicago, Illinois, July 1, 1925, to July 31, 1925.

CHICAGO
JUL 1 1925

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO



TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
1. Agreement and Purpose and Intent.....	1
2. Definition's Recognition	2
3. Board of Education Rights.....	2
4. Union Representation.....	2
5. Aid to other Unions.....	3
6. Special Conferences.....	3
7. Grievance Procedure.....	3
8. Discharge and Discipline.....	5
9. Seniority Lists.....	5
10. Loss of Seniority.....	6
11. Shift Preference.....	6
12. Standard Work Day/Week.....	7
13. Holidays.....	9
14. Vacation Eligibility.....	9
15. Vacation for Custodial, Maintenance, Outside Maintenance.....	9
16. Job Posting and Bidding Procedures.....	10
17. Vacation Pay.....	11
18. Uniforms/Protective Clothes.....	11
19. Layoffs.....	11
20. Recall Procedure.....	12
21. Resignations.....	13
22. Transfer, Vacancies, New Positions.....	13
23. Consolidation or Elimination of Jobs.....	13
24. Promotions.....	14
25. Veterans.....	15
26. Paid Leaves or Absences.....	16
27. Workers Compensation Leave.....	16
28. Emergency Personal Leave.....	16
29. Funeral Leave.....	17
30. Political Leave.....	17

31.	Jury Duty.....	17
32.	Retirement.....	17
33.	Rates - Family Leave.....	18
34.	Health Examination.....	18
35.	Union Security.....	18
36.	Union Dues and Initiation Fees.....	18
37.	Severability.....	19
38.	Bargaining Unit Work.....	19
39.	Rates for New Positions.....	19
40.	Insurance.....	20
41.	Duration of Agreement.....	20

AGREEMENT

Between the Lakeview School District

and Local Chapter 331

Custodial, Maintenance, and Outside Maintenance

and Food Service Employees

of Council 25

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

This agreement covering Custodial, Maintenance, Outside Maintenance, and Food Service Employees, entered into on this day July 1, 1995 between the Lakeview Board of Education (hereinafter referred to as the "Employer" and the Lakeview School Custodial, Maintenance, Outside Maintenance, and Food Service employees' Chapter of Local #331, affiliated with Council 25 and the International Union of American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union"). This Agreement Terminates June 30, 1998.

1. PURPOSE AND INTENT

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

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

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

2. DEFINITIONS

A. The word "Employer." The word "Employer," as used herein, means the Lakeview Board of Education or its appointed representative, such as the Superintendent or the Superintendent's designee.

B. The word "Employee." The word "Employee," as used herein, means unless the context of an article or paragraph otherwise requires, all regular employees of the Lakeview School District employed in its Custodial, Maintenance, Outside Maintenance unit, and Food Service, i.e., Cooks, Cashiers, and Lead Servers.

C. The word "Union." The word "Union," as used herein, means Lakeview School Employees Food Service Workers of Local Union 331, affiliated with Council #25 of the American Federation of State, County and Municipal Employees, AFL-CIO, Custodial, Maintenance and Food Service.

D. The words "Probationary Employee." The words "Probationary Employee," as used herein, will refer to a Custodial, Maintenance, Outside Maintenance and Food Service employee in the first ninety (90) days of employment who shall not be represented by the Union

in any manner and their discipline or discharge for reason whatsoever cannot be the subject of a grievance.

3. RECOGNITION

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

4. BOARD OF EDUCATION AND MANAGEMENT RIGHTS

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

5. UNION REPRESENTATION

A. Stewards, Alternate Stewards and Unit Chairperson. The employees covered by this Agreement will be represented by four (4) stewards, chief steward, chapter chairperson and an executive board member. The Union shall have the exclusive right to assign stewards as follows:

One (1) Unit Chapter Chairperson

One (1) Chief Steward

Two (2) Custodial Stewards

Two (2) Food Service Stewards

One (1) Executive Board Member

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

B. Union Bargaining Committee. Employees covered by this Agreement will be represented in negotiations by seven (7) negotiating committee members.

6. AID TO OTHER UNIONS

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

7. SPECIAL CONFERENCES

A. Special Conferences for important matters will be arranged between the Chapter Chairperson and the Employer upon the request of either party. Such meeting shall be between at least three (3) representatives of the Union and one or more representatives of the Employer. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at a meeting shall be presented, in writing, at the time the conference is requested. Matters taken up in a Special Conference shall be confined to those included in the agenda. Conference shall be held at a mutually agreeable time. Members of the Union shall not lose time or pay for time spent in such Special Conferences. These meetings may be attended by representatives of the Council and/or representatives of the International Union.

B. The Union Representative may meet on the Employer's property for at least one-half (1/2) hour immediately preceding the conference.

8. GRIEVANCE PROCEDURE

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

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

Upon meeting the above conditions, the Employer will answer, in writing, any grievance presented to it in writing by the Union.

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

- a. If an employee has a grievance, the grievance shall be discussed with the union steward.
- b. The steward and the grievant shall discuss the grievance with the immediate supervisor.

- c. If the matter is thereby not disposed of, it will be submitted in written form by the steward to the immediate supervisor. Upon receipt of the grievance, the immediate supervisor shall sign and date the steward's copy of the grievance.
- d. The immediate supervisor shall give the answer to the steward within five (5) working days of receipt of the grievance.

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

Step 3 If the matter is not resolved, the Chapter Chairperson shall submit the grievance, within five (5) working days to the Board of Education, who shall have twenty (20) working days to submit a written determination.

Step 4

- a. If the answer at Step 3 is not satisfactory, and the Union wishes to carry it further, it shall within thirty (30) calendar days from the date of the Employer's answer to Step 3, meet with the Employer for the purpose of attempting to resolve the dispute and select an arbitrator in the event the dispute remains unsettled and the Union wishes to carry the matter further.
- b. The arbitration proceedings shall be conducted in accordance with the American Arbitration's rules and regulations.
- c. There shall be no appeal from any arbitrator's decision. The decision shall be final and binding on the Union's members and the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement and shall have no authority to add to or subtract from any of these terms.
- d. The expense for the arbitrator shall be shared equally between the Employer and the Union.
- e. Time limits to any grievance may be extended for a mutually agreeable time at the written request of either party.

f. The Chairperson and the steward of the Union committee shall be allowed reasonable time off the job without loss of time or pay to investigate grievances with prior approval of the appropriate program Director or the Superintendent.

9. DISCHARGE AND DISCIPLINE

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

B. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Chairperson of the Union Committee and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the employer will discuss the discharge or discipline with the employee and the Chairperson of the Union Committee.

C. **Appeal of discharge or discipline.** Should the discharged or disciplined employee and/or the Chairperson of the Union Committee consider the discharge or discipline to be without just cause, a grievance shall be presented in writing through the Chairperson of the Union Committee to the Employer within five (5) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give an answer within five (5) working days after receiving the complaint. If the decision is not satisfactory to the Union, then matters shall be referred to the second step of the grievance procedure within five (5) working days of the Employer's answer.

10. SENIORITY LISTS

A. Seniority shall begin upon the hiring of a permanent cook, cashier, lead server, or as an employee in the custodial, maintenance and outside maintenance force. If two or more employees are hired on the same date, the employee with the higher social security number will have the higher seniority. Seniority shall not be affected by the race, sex, marital status, color, religious creed, age, ancestry or dependents of the employee.

B. The seniority list on the date of this agreement will show the names, job titles and sick leave accumulation of all employees entitled to seniority and will include the employee's hiring date, which commences with the last date of continuous employment. The seniority list is a system-wide list which includes all members of the bargaining unit.

C. The Employer will keep the seniority list up-to-date at all times and will provide the Chairperson of the Union Committee with up-to-date copies by August 15 and January 15 of

each year. It is further agreed that the Chapter Chairperson shall be notified of all new hires and transfers as they occur.

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

11. LOSS OF SENIORITY

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

A. Quits

B. Discharged and the discharge is not reversed through the procedure set forth in this agreement.

C. Absent for five (5) consecutive working days without notifying his Employer; in proper cases, exceptions may be made by the Employer. After such absence, the Employer will send written notification to the employee at the last known address that seniority and employment has been terminated.

D. Does not return to work when recalled from layoff as set forth in the recall procedures, in proper cases, exceptions may be made by the Employer.

E. Return from sick leave and leaves of absence shall be treated the same as (C.) above.

12. SHIFT PREFERENCE

A. Custodial, Maintenance, and Outside Maintenance employees who work on the third shift shall receive, in addition to regular pay, an additional compensation of ten (10) cents per hour. The second shift will carry a five (5) cents difference.

B. The first shift for Custodial, Maintenance and Outside Maintenance employees is from 6:00am to 2:00pm.. The second shift is from 2:00pm to 10:00pm.. The third shift is 10:00pm to 6:00am.. A shift shall be considered a regular shift if it is of a duration of at least seven (7) calendar days. No Custodial, Maintenance, Outside Maintenance or Food Service Employee shall be expected to split a regular shift to avoid payment of overtime rates.

C. The regular full working day for Custodial, Maintenance and Outside Maintenance employees shall consist of eight (8) hours per day with twenty (20) minutes off for lunch, included in the eight (8) hour period.

- D. Custodial, Maintenance and Outside Maintenance employees may take a "Coffee Break" of ten (10) minutes in the a.m. and also a "Coffee Break" of ten (10) minutes in the p.m., or the first half and second half of the regular shift, whichever may apply.
- E. A Custodial, Maintenance and Outside Maintenance employee (excluding an employee continuing a shift) reporting for overtime duty shall be guaranteed at least two (2) hours pay at the rate of time and one-half excluding regularly scheduled building checks which are paid at the rate of time and one-half for actual hours and double time for Sunday.
- F. A Custodial, Maintenance and Outside Maintenance employee reporting for overtime duty after completing a regular eight (8) hour shift shall be entitled to a paid twenty (20) minute rest period.
- G. Custodial, Maintenance and Outside Maintenance overtime will be on a rotating basis and shall be equalized within each building within outside grounds. The employees called to work must be qualified. If employees from the buildings or outside grounds are not available, it shall be offered to the rest of the bargaining unit on a rotating basis, starting with the most senior employee. All overtime must be scheduled and approved in advance by the Building and Grounds Supervisor and/or administrator in charge.
- H. All employees will be allowed within their regular shift adequate time to clean up and change clothes, if desired.
- I. Seven and one-half (7 1/2) hour Food Service Employees will receive a paid thirty (30) minutes lunch and a fifteen (15) minutes break in the a.m.. Four (4) hour employees shall receive a thirty (30) minute paid lunch break.

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

- A. The work week shall start at 12:01am on Monday of each week for purposes of computing regular pay and overtime pay. In computing the work week, legal holidays (as defined in holiday provisions, and any other working day that is allowed on the school calendar) will be considered as an eight (8) hour day worked for Custodial, Maintenance and Outside Maintenance employees.
- B. Custodial, Maintenance, Outside Maintenance and Food Service employees shall be assigned a regular shift.
- C. A regular shift shall not exceed eight (8) hours per day.
- D. A regular scheduled week shall not exceed forty (40) hours.
- E. Any hours worked by Custodial, Maintenance, Outside Maintenance and Food Service employees over an eight (8) hour shift shall be paid at the rate of time and one-half.

F. Any hours worked over forty (40) hours per week shall be paid at the rate of time and one-half.

G. Any employee who is off on authorized paid leave during his regular work week who is then assigned to work on Saturday shall receive time and one-half for all hours so worked over the forty (40) hours.

H. Double time shall be paid to Custodial, Maintenance, Outside Maintenance and Food Service employees for hours worked on Sundays.

I. Hours worked by Custodial, Maintenance, Outside Maintenance and Food Service employees on holidays shall be paid at the rate of time and one-half in addition to the holiday pay.

J. Extra work done at overtime rate shall be paid every two (2) weeks through payroll, providing the overtime has been approved by the employer and has been properly submitted on a signed pay sheet. All overtime work paid for by the District requires that work be performed during the time period for which the employee is paid.

K. Snow Days: Head custodian will check building and all custodial, maintenance staff will report unless released from duty by the Superintendent of Schools. Any Custodial, Maintenance, Outside Maintenance and Food Service employee whose is asked to work when other Custodial, Maintenance, Outside Maintenance and Food Service employees are excused from duty will be paid at one and one-half (1 1/2) their rate of pay. Food Service workers who are excused from work will be paid the average daily work assignment for up to two (2) days.

L. The employer will have a custodian on duty when the school building is open to the general public. When special meetings not open to the general public are scheduled, or when events are scheduled for Lakeview staff or students only, it shall be the District's prerogative to determine the need for custodial service. The Employer may not be required to use an employee unless he so desires for the following inside or outside athletic activities:

1. Girls' tennis, girls' track, girls' golf, girls' softball, boys' cross country, boys' golf, boys' baseball, boys' tennis, boys' track, and all practice and scrimmage within the District unless the stadium lights or the High School outdoor sports facility are used or a team other than Lakeview is involved.

2. City recreational playground activities.

3. If custodial and/or maintenance staff are not called for service in the above instances, custodians and/or maintenance personnel will not be held responsible for the condition of the used buildings for events at the conclusion of such events.

14. HOLIDAYS

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

Custodial, Maintenance and Outside Maintenance employees:

New Year's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Day before Christmas
Fourth of July	Christmas Day
Labor Day	Day before New Year's Day

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

- B. Should a holiday fall on Saturday, Friday will be considered as a holiday; should a holiday fall on Sunday, Monday will be considered as a holiday.
- C. All time worked on holidays as listed above by Custodial, Maintenance and Outside Maintenance and Food Service employees shall be paid for at the rate of time and one-half in addition to the holiday pay.
- D. An employee will not receive holiday pay for the designated holiday if he is absent without leave the scheduled workday preceding the holiday or the scheduled workday following the holiday, provided that such days fall within the same week as the holiday.
- E. When a holiday is observed by the Employer within an Employee's scheduled vacation, the holiday will not be considered as a vacation day, and the vacation will be extended one day continuous with the vacation.
- F. When a holiday is observed by the Employer while an employee is on allowable paid leave, the holiday will not be charged against the employee's accumulated sick leave and will be considered as time worked.

15. VACATION - ELIGIBILITY

A. A Custodial, Maintenance and Outside Maintenance employee shall earn credit toward vacation with pay in accordance with the following schedule:

1. An employee who has been with the schools less than one (1) year shall be allowed five-sixth (5/6) of one working day for each full calendar month of employment prior to July 1 of the first fiscal year worked.
2. An Employee having seniority from one (1) to six (6) years prior to July 1 of the year under consideration shall be allowed ten (10) working days vacation.
3. An Employee having seniority from seven (7) to twelve (12) years prior to July 1 of the year under consideration shall be allowed fifteen (15) working days vacation.
4. An Employee having seniority twelve (12) years prior to July 1 of the same year under consideration shall be allowed twenty (20) working days vacation.

B. An Employee who is normally employed less than twelve (12) months or less than an eight (8) hour day or forty (40) hour week shall be entitled to vacation time on a prorated basis in proportion to time worked and years of service.

C. Food Service employees shall be paid five (5) days vacation pay at daily average rate on the payday preceding summer vacation.

16. VACATION FOR CUSTODIAL, MAINTENANCE AND OUTSIDE MAINTENANCE EMPLOYEES

A. Vacations are encouraged to be taken during the summer; however, a reasonable number of vacation requests for other vacation time may be approved by the Superintendent and/or his designee.

B. Vacations for outside maintenance employees will be granted at such times during the year as are suitable considering both the wishes of the employees and the efficient operation of the department concerned.

C. Vacation dates shall be arranged through the office of the employee's immediate supervisor. In case of conflicts, vacation periods shall be granted according to seniority.

D. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through one (1) year, he may be awarded payment in lieu of vacation.

E. One (1) week may be held over to be applied on the next year's vacation provided the employee indicated his intention in writing to his immediate supervisor at the time he makes application for vacation and must be approved by the Administration.

F. A vacation may not be waived by an employee and extra pay received for work during that period.

17. VACATION - PAY

A. An employee, by giving two (2) weeks advance notice, with a written request, may receive his advance vacation pay.

B. In case an employee resigns or is terminated, he shall be given his earned vacation credit. In case of death, the unused vacation credit will be paid to the spouse of the family of the deceased employee.

C. Employees shall be paid their current wage rate while on vacation and will receive any benefits provided for in this agreement during such time.

D. An employee retiring shall receive all vacation pay due upon the last day worked or the next payday.

18. UNIFORMS AND PROTECTIVE CLOTHING

A. If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniforms, protective clothing, or protective device shall be furnished to the employee by the Employer; the cost of maintaining the uniform or protective clothing in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the Employer.

19. LAYOFFS

A. The word "layoff" means a reduction in the work force due to a decrease of work or funding.

B. If it becomes necessary for a layoff, the following procedure shall be mandatory:

Temporary and probationary employees shall be laid off first.

Then seniority employees in inverse order of their seniority.

C. Custodial, Maintenance and Outside Maintenance Employees to be laid off for an indefinite period of time shall have at least twenty-one (21) days and Food Service Personnel at least fourteen (14) days notice in writing of the layoff, and the Union Committee Chairperson shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

- D. Employees being laid off shall receive all pay due them for work performed prior to and including the day they are laid off.
- E. An employee on layoff shall be allowed to remain in the insurance group by paying the appropriate monthly premiums. However, laid off employees who substitute should receive five per cent (5%) of the monthly premium for each day worked contributed by the employer toward premium payments.
- F. Substitutes and/or temporaries will be called from the current pool of those on layoff status, without regard to seniority status. If none of the personnel in this pool are available for substituting, or cannot be reached by phone, needed substitutes will be hired from whatever source is available.
- G. Employees (on layoff status) hired either as substitutes or to fill temporary additional positions, will be paid at their regular hourly pay rate. Custodians (on layoff status) hired either as substitutes or to fill temporary additional positions, will be paid at the Class 1 rate at the appropriate step for all positions if hired as a custodian. If the assignment is for a grounds position, the pay will be Class III at the appropriate step.
- H. A Food Service employee whose position is eliminated may claim only the least senior position in their classification. If there is none, the employee will claim the least senior position in the next lower hourly position until the least senior person is eliminated. The employee will retain their rate of pay or that of the position claimed, whichever is greater, and the employee shall be offered the first opportunity to return to their former position. A Custodial, Maintenance or Outside Maintenance employee whose position is eliminated may claim only the least senior full-time position in the Custodial, Maintenance or Outside Maintenance classifications. The employee will retain their rate of pay in classification and will be offered the first opportunity to return to his position in their classification. Any Custodial, Maintenance or Outside Maintenance employee whose full-time position is claimed may claim the least senior part-time position.
- I. A Food Service employee transferred as above (H.) shall be allowed to bid on any job vacancies or new positions. A Custodial, Maintenance or Outside Maintenance employee transferred as above (H.) shall be allowed to bid on any job vacancies or new positions and retain the rate of their original position; however, if the position is at a higher rate of pay, they shall forfeit the right to return to their original position.
- J. Anything not withstanding, and regardless of their position on the seniority list, the members of the Union Committee in the event of a layoff, shall be continued at work, provided

they can perform any of the work available.

20. RECALL PROCEDURE

When the working force is increased after a layoff or to fill a vacancy, the laid off employees will be called according to seniority with the most senior employee being called first. The notice will be sent to recalled employees at the last known address by registered or certified mail. If an employee fails to provide the Employer, within five (5) working days, of the intent to return to work within ten (10) working days from receipt of notice of recall, said employee shall be considered a quit. In proper cases, exceptions may be made by the employer.

21. RESIGNATIONS

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

22. TRANSFER, VACANCIES, NEW POSITIONS

A. If an employee is transferred to a position with the Employer not included in the bargaining unit and is thereafter, within ninety (90) days transferred back into a position within the bargaining unit they shall retain all rights accrued, including seniority from date of original transfer for the purpose of any benefits provided for in this Agreement.

B. An employee who is transferred back into the bargaining unit after ninety (90) days, may be only transferred to a vacant position and still have seniority for the purpose of benefits only.

C. In the event of a vacancy or a newly-created position, employees shall be given the opportunity to transfer on the basis of seniority. In such cases, all vacancies and newly-created positions shall be posted in a conspicuous place in each building in the District for two (2) working days prior to filling each vacancy or newly-created positions. Custodial, Maintenance, Outside Maintenance or Food Service employees on vacation and sick leave shall have bid rights.

D. All vacancies (other than those created by illness, disability or other approved leave of absence) will be filled with a probationary hire within ten (10) days. When the vacancy has been posted and if no employee bids on the position, a probationary hire will fill the position and work for seniority from the date of hire as a probationary employee.

E. The Employer agrees that in any movement of Custodial, Maintenance, Outside Maintenance, or Food Service employees not covered above, the employer will discuss the movement with the Labor and Management Committee in order to provide for the protection of the seniority of the employee involved.

23. CONSOLIDATION OR ELIMINATION OF JOBS

A. The Employer agrees that a consolidation or elimination of jobs will not be affected without a meeting with the Labor and Management Committee. It is also agreed that if the results of the meeting are not acceptable to the union, the matter may be referred to the grievance procedure, at the second step.

24. PROMOTIONS

- A.
1. All job vacancies must be posted for the period of two (2) working days in a conspicuous place in all the buildings of the District.
 2. Employees interested shall apply for the position by signing the bid posting within the two (2) day period.
 3. Promotions within the Food Service unit shall be made on the basis of ability and seniority. Custodial, Maintenance and Outside Maintenance employees shall be promoted on the basis of seniority and ability after consultation of the Conference Committee.
 4. The selected employee applying for the promotion shall be granted a four (4) week trial period to determine the Employee's:
 - a. Ability to perform the job.
 - b. Desire to remain on the job.
 5. The selected employee shall be put on the job within three (3) days after having bid on the job or being accepted. In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee and the Chairman of the Conference Committee. The matter may then become a proper subject for a Conference Committee meeting; it is also agreed that if the results of said meeting are not acceptable to the union, the matter may be referred to the grievance procedure, at the second step.
- B. During the four (4) week trial period, the employee shall have the opportunity to revert back to their former classification and wage. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing to the employee and the Chairman of the Conference Committee. The matter may then become a proper subject for a Conference Committee meeting; it is also agreed that if the results of said meeting are not acceptable to the union, the matter may be referred to the grievance procedure, at the second step. If the

failure of the employee is upheld after this process, the employee shall be given the opportunity to revert back to their former classification and wage.

C. During the four (4) week trial period, the employee will receive the rate for the job they are performing.

D. In situations where Food Service employees are requested to work in a higher paying position for the purpose of covering for an employee who is on a long-term illness (30 days or more), or filling a vacancy, the Board will pay such employee the higher rate from the first day of said service. In situation where Custodial, Maintenance and Outside Maintenance employees are requested to work in a higher paying position for the purpose of covering for an employee who is on a long-term illness, or filling a vacancy (exclusive of vacation vacancies-except in buildings that have more than two (2) full-time regular employees - this provision will apply when substituting for the head custodian only), the Board will pay such employee the higher rate from the first day of such service.

E. Cooks, Leads, and Cashiers may not cross-bid into the Custodial Maintenance classes, nor may Custodial Maintenance personnel bid into Food Service positions.

25. VETERANS

A. Reinstatement and Re-employment Rights of Veteran Employees. Employees who enter into active service in the armed forces of the United States, upon termination of such service, shall be offered re-employment in their previous position or a position of like seniority status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event they will be offered such employment in line with their seniority as may be available which they are capable of doing at the current rate of pay for such work, provided they report for work within one hundred twenty (120) days of the date of such discharge or one hundred twenty (120) days after hospitalization continuing after discharge.

B. Employees who are reinstated in accordance with the Universal Military Training Act as amended, and other applicable laws and regulations, shall be granted leaves of absence without compensation but continuation of seniority, for a period not to exceed their seniority, at commencement of leave, in order to attend school full-time under applicable Federal laws then in effect.

C. Employees who are in some branch of the Armed Forces or the National Guard shall be paid the difference between their Reserve or Guard pay and their regular pay with the School District when they are on Full-time active duty in the Reserve or National Guard (provided proof of service and pay is submitted) for a maximum of two (2) weeks per year, except in case

of an emergency approved by the Employer who may extend time.

D. The employee shall be reinstated at the termination of the leave. If no job is available, the employee with the lowest seniority in the returning employee's classification shall be laid off.

26. SICK LEAVES OR ABSENCES

A. All Custodial, Maintenance and Outside Maintenance employees employed by the District will be allowed twelve (12) days sick leave with full pay per school year. This leave is cumulative; and if not used, carries over to subsequent years in full, with the limitation that the employee may not accumulate such sick leave in excess of two hundred (200) days during 1993-1994; two hundred five (205) days during 1994-1995; and two hundred ten (210) days during 1995-1996.

Sick Leave for Food Service may not accumulate in excess of one hundred seventy (170) days during 1993-1994; one hundred seventy five (175) for 1994-1995 and one hundred eighty (180) days for 1995-1996. These days will be paid at the average hours worked per day.

B. The Superintendent or designee can, in sole discretion and at the District's expense, order a medical report or a physician's examination concerning the health of an employee who uses paid sick leave.

C. Sick leave is earned at the rate of (1) day per month worked.

27. WORKERS' COMPENSATION LEAVE

Any employee who experiences an injury or disease sustained or contracted during the course of his employment by the Lakeview School District shall immediately report same to the school Business Office to permit timely notification to the District's Workers' Compensation insurance carrier. The District will continue the employee on paid status until loss time benefits, if compensable under the Michigan Worker's Compensation Law, are received from the District's insurance provider. The District will pay any difference between the Workers' Compensation loss time benefit and the employee's regular take home pay for the duration of the illness but not to exceed one hundred eighty (180) days for Food Service workers or one (1) full year for Custodial, Maintenance and Outside Maintenance employees. This shall not be counted against Employee's sick leave. If the loss time benefits are not compensable under the Workers Compensation statutes, the employee shall be continued on paid status only to the extent of his unused sick leave accumulation. If an overpayment of wages results from the

administration of this provision, arrangements shall be made by the Business Office to stretch the repayment schedule of the employee who would experience undue financial hardship.

28. EMERGENCY PERSONAL LEAVE

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

29. FUNERAL LEAVE

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

30. POLITICAL LEAVE

Upon application duly filed in writing in time for a replacement to be arranged, the Board of Education shall grant a leave of absence without pay to any employee who successfully completed his probationary period in the Lakeview School District to campaign for and/or serve in a public office.

31. JURY DUTY LEAVE

A leave of absence shall be granted for jury duty provided the employee applied same immediately upon notice from the court. The Employee shall be paid the difference between the jury duty pay and regular wage for the period served. If the employee is released by the court during the employee's regular hours, the employee shall report to work for any reasonable time remaining.

32. RETIREMENT

Upon retirement under provisions of the Michigan Public School Employees Retirement System, and on ten (10) years of service in the Lakeview School District, Custodial, Maintenance, Outside Maintenance and Food Service employees shall be paid at their last annual rate for any accumulated sick leave up to one hundred (100) days in 1993-1994; one hundred five (105) days

during 1994-1995; one hundred ten (110) days during 1995-1996.

In cases where the Custodial, Maintenance, Outside Maintenance and Food Service employees inform the Superintendent of Schools in writing of the intended retirement date three (3) months in advance, the District agrees to pay any accumulated sick leave benefits within sixty (60) days after retirement is realized.

33. FAMILY LEAVE

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

34. HEALTH EXAMINATIONS

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

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

35. UNION SECURITY

A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the union for the duration of this agreement.

B. Employees covered by this agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement on or before the 91st day following such effective date.

C. The Union shall impose no discriminatory qualifications for membership by reason of race, color, religious creed, sex, age, national origin, ancestry, or numerical restrictions of total membership, unless based upon a bona fide occupational qualification, and the Union shall grant to allow members equal voting rights.

D. Employees hired, rehired, reinstated, or transferred into this Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this

Agreement before the 91st calendar day immediately following the beginning of their employment in the unit.

36. UNION DUES AND INITIATION FEES

A. After employees have served the probationary period, employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues Form provided by the Union.

B. Upon proper presentation of the Form of Authorization of Check-off of Dues to the School Business Office, the Employer agrees to deduct Union membership dues levied in accordance with the Union from the pay of each employee who has executed the Authorization.

37. SEVERABILITY

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

38. BARGAINING UNIT WORK

Non bargaining unit members, including volunteers, students, booster groups, building rental groups, community service clubs, as well as the supervisory or management personnel, will not be engaged in Food Service unit work where the effect is to reduce, displace, or replace an Employee's regular hours of employment not will such activity take place during the time the Food Service Employees are fulfilling their job functions.

Supervisory employees, or non-bargaining unit members, shall not be permitted to perform Custodial, Maintenance, and Outside Maintenance employee's work except in cases of emergency arising out of unforeseen circumstances which call for immediate attention, instruction or training of employees, including the demonstration of the proper method to accomplish the task assigned.

This will not preclude the use of students hired under Federal or State funded programs, provided they are not used to reduce, displace, or replace the hours of bargaining unit employees. It is further agreed that students may pick up papers, and do other minor policing of the grounds.

39. RATES FOR NEW POSITIONS

When a new position is created in the bargaining unit and cannot properly be placed in any existing classification, the Employer shall notify the Union prior to establishing a classification

and rate structure. In the event the Union does not agree that the rate and description are proper, the issue shall be subject to negotiation.

40. INSURANCE

The District will provide without cost to Custodial, Maintenance, Outside Maintenance and Food Service six hour employees; premium payments for health, life, dental, and vision insurance to such employees needing such coverage for:

MESSA PAK.A - Super Care I (includes \$5,000 Basic Term Life)

\$10,000 life with AD & D

VSP 2 Vision

80/80/80: \$1,300

(Class I & II maximums at \$1,000)

Plan Year: July 1 through June 30

For custodial, Maintenance, Outside Maintenance and Food Service employees not needing the health coverage, the District will contribute \$50.00 per month toward insurance options or an approved tax-sheltered annuity or deferred compensation plan, as well as premium payments toward dental, life, and vision insurance for employees needing such coverage:

MESSA PAK B - \$15,000 LIFE

VSP - 2 Vision

Delta Dental 80/80/80: \$1,300

Class I & II Maximums at \$1,000

Plan year: July 1 through June 30

Cashiers and Lead Servers do not qualify for employer fully-paid insurance. However, the district will contribute toward premium payments in the proportion that the number of hours worked per day is to six hours.

41. DURATION OF AGREEMENT

This agreement shall become effective on July 1, 1995, and shall remain in full force and effect for a period of three (3) years thereafter, until June 30, 1998.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES NAMED HEREIN ON _____

7/1/95

For the Union:

Bobbie Ryan

For the Employer:

Shardyn Brandell

LAKEVIEW SCHOOL DISTRICT
CUSTODIAL HOURLY WAGE RATES

CLASSIFICATION #1 - (Second, third shift)

STEP	1994-95	1995-96	1996-97*	1997-98*
1	\$ 11.01	\$ 11.34	\$ 11.55	\$ 11.77
2	\$ 11.22	\$ 11.56	\$ 11.77	\$ 12.00
3	\$ 11.33	\$ 11.67	\$ 11.89	\$ 12.12
4	\$ 11.43	\$ 11.77	\$ 11.99	\$ 12.22
5	\$ 11.64	\$ 11.99	\$ 12.21	\$ 12.45

CLASS 2 (Porter- Driver)

STEP	1994-95	1995-96	1996-97*	1997-98*
1	\$ 11.48	\$ 11.82	\$ 12.04	\$ 12.28
2	\$ 11.69	\$ 12.04	\$ 12.26	\$ 12.50
3	\$ 11.80	\$ 12.15	\$ 12.38	\$ 12.62
4	\$ 11.90	\$ 12.26	\$ 12.48	\$ 12.73
5	\$ 12.11	\$ 12.47	\$ 12.70	\$ 12.95

CLASS 3 (Head Custodians, Pool)

STEP	1994-95	1995-96	1996-97*	1997-98*
1	\$ 11.80	\$ 12.15	\$ 12.38	\$ 12.62
2	\$ 12.02	\$ 12.38	\$ 12.61	\$ 12.85
3	\$ 12.12	\$ 12.48	\$ 12.71	\$ 12.96
4	\$ 12.23	\$ 12.60	\$ 12.83	\$ 13.08
5	\$ 12.63	\$ 13.01	\$ 13.25	\$ 13.51

CLASS 4 (High School Head, Grounds)

STEP	1994-95	1995-96	1996-97*	1997-98*
1	\$ 12.35	\$ 12.72	\$ 12.96	\$ 13.21
2	\$ 12.57	\$ 12.95	\$ 13.19	\$ 13.44
3	\$ 12.68	\$ 13.06	\$ 13.30	\$ 13.56
4	\$ 12.79	\$ 13.17	\$ 13.42	\$ 13.68
5	\$ 13.09	\$ 13.48	\$ 13.73	\$ 14.00

CLASS 5 (Skilled Maintenance)

STEP	1994-95	1995-96	1996-97*	1997-98*
1	\$ 12.90	\$ 13.29	\$ 13.53	\$ 13.80
2	\$ 13.12	\$ 13.51	\$ 13.76	\$ 14.03
3	\$ 13.23	\$ 13.63	\$ 13.88	\$ 14.15
4	\$ 13.34	\$ 13.74	\$ 13.99	\$ 14.27
5	\$ 13.64	\$ 14.05	\$ 14.31	\$ 14.59

* Minimums

FOOD SERVICE SALARY SCHEDULE

CLASS 1 - (Cashiers)

STEP	1994-95	1995-96	1996-97*	1997-98*
1	\$ 6.59	\$ 6.79	\$ 6.92	\$ 7.06
2	\$ 7.01	\$ 7.22	\$ 7.38	\$ 7.51
3	\$ 7.43	\$ 7.65	\$ 7.81	\$ 7.98
4	\$ 7.85	\$ 8.09	\$ 8.25	\$ 8.41
5	\$ 8.27	\$ 8.52	\$ 8.69	\$ 8.86

CLASS 2 (Lead-Servers))

STEP	1994-95	1995-96	1996-97*	1997-98*
1	\$ 6.21	\$ 6.40	\$ 6.52	\$ 6.65
2	\$ 6.63	\$ 6.83	\$ 6.97	\$ 7.10
3	\$ 7.05	\$ 7.26	\$ 7.41	\$ 7.55
4	\$ 7.47	\$ 7.69	\$ 7.85	\$ 8.00
5	\$ 7.89	\$ 8.13	\$ 8.29	\$ 8.46

CLASS 3 (Cooks)

STEP	1994-95	1995-96	1996-97*	1997-98*
1	\$ 6.57	\$ 6.77	\$ 6.90	\$ 7.04
2	\$ 7.09	\$ 7.30	\$ 7.45	\$ 7.60
3	\$ 7.62	\$ 7.85	\$ 8.01	\$ 8.17
4	\$ 8.14	\$ 8.38	\$ 8.55	\$ 8.72
5	\$ 8.67	\$ 8.93	\$ 9.11	\$ 9.29

*Minimums

LETTER OF AGREEMENT
 Between
 LAKEVIEW SCHOOL DISTRICT
 And
 LOCAL CHAPTER 331
 AND EMPLOYEES OF COUNCIL 25
 AMERICAN FEDERAL OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
 AFL-CIO

ACKNOWLEDGING that it is in the best interests of both parties, it is agreed that the Collectively Bargained Agreement between the parties be amended and extended through June 30, 1998 including the compensation provision detailed below and excluding any other provision previously agreed upon.

With this extension the compensation for 1995-96 shall be determined by increasing the 1994-95 salary schedule by three percent (3%) at each step.

The compensation for 1996-97 shall be directly related to the percentage increase in the undesignated per pupil "foundation" grant for 1996-97. The amount by which salary improvements shall be made will be determined by the amount of money resulting from subtracting 100 basis points (1%) from the increase in the undesignated per pupil "foundation" grant, and multiplying the difference by the cost of funding the 1995-96 compensation provision.

For Example:	<u>Undesignated per pupil foundation increase of:</u>	<u>Will result in a salary improvement cost of:</u>
	3.00%	2.00%
	3.25%	2.25%
	3.50 %	2.50%
	4.00%	3.00%
	5.00%	4.00%

Under no condition will the salary improvement increase be less than 2% over the 1995-96 schedule funding cost.

The compensation for 1997-98 shall be directly related to the percentage increase in the undesignated per pupil "foundation" grant for 1997-98. The amount by which salary improvements shall be made will be determined by the amount of money resulting from subtracting 100 basis points (1%) from the increase in the undesignated per pupil "foundation" grant, and multiplying the difference by the cost of funding the 1996-97 compensation provision.

Under no condition will the salary improvement increase be less than 2% over the 1996-97 schedule funding cost.

For the Union:

For the District:

<u>Bobbie Bryan</u> Date: 5/23/95 <u>Juden Burkhod</u> Date: 5/22/95 <u>Larry Metzger</u> 5/22/95 <u>Christina L. Jones</u> 5/22/95	<u>Shirley Brandell</u> Date: 5-22-95 <u>Shirley Brandell</u> Date: 5-22-95 <u>Constance Jaquez</u> 5/23/95
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