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**Agreement  
Between**

**Board of Education  
Lakeview Public Schools  
St. Clair Shores, Michigan**

**And**

**Custodians  
International Union of  
The American Federation of State,  
County, and Municipal Employees,  
Council 25, Local 1317**

**1999 - 2002**

*Lakeview Public Schools*



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**PREFACE**

The school plant represents an enormous community investment. Its life span of adequate service is probably influenced more by the quality of custodial work than any other single factor. It is hoped that this Agreement will enable each individual to get a better overall perspective of the maintenance program, as well as become familiar with the policies under which he/she is expected to operate. This Agreement will enable each custodian to recognize that he/she has an important position within the school organization.

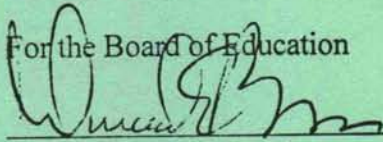
The purpose of the Agreement is to encourage professional growth and progress of the operational personnel. The custodian has the responsibility of providing clean, healthful, safe and attractive physical surroundings. It is hoped that this Agreement will promote better understanding between educational and operational employees.

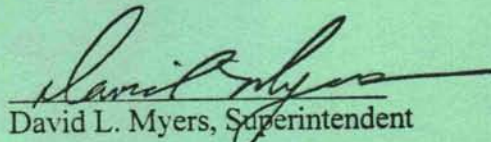
This Agreement implements the belief of the Board of Education in fairness and justice for all employees, and its expectation of cooperation of all its employees in maintaining such standards as will promote harmony, efficiency and the best interests of the school system.

Our maintenance program has been a successful one. We must strive to make it even better through increased efficiency in operation. This requires the ingredients of know-how, initiative, interest and cooperation. Suggestions for improving our practices will be welcome by the Administration.

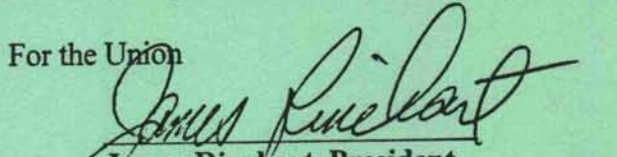
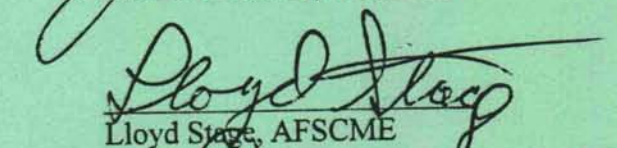
Any changes needed in this Agreement should be by mutual consent to be negotiated.

Unless otherwise specified, policy and regulations were adopted and put into operation during the school year 1991-92 as periodically amended without violating contractual provisions.

For the Board of Education  
  
Donald Black, President

  
David L. Myers, Superintendent

Date 12/15/99

For the Union  
  
James Rinehart, President  
  
Lloyd Stage, AFSCME  
Date Dec. 15, 1999



# AGREEMENT

## BETWEEN

**BOARD OF EDUCATION, LAKEVIEW PUBLIC SCHOOL  
ST. CLAIR SHORES, MICHIGAN**

**and**

**LAKEVIEW CUSTODIANS**

**REPRESENTED BY**

**THE AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, COUNCIL 25**

This Agreement entered into this 1st day of July, 1999 between the Board of Education of Lakeview School District, St. Clair Shores, Michigan, hereinafter referred to as the "Employer" and Local Union No. 1317 - Lakeview custodians hereinafter referred to as the "Union" affiliated with Metropolitan Council No. 25 and its affiliate, The International Union of the American Federation of State, County and Municipal Employees, AFL-CIO.

### **I. 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 and Employees and the Union.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community.

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

### **II. RECOGNITION**

Pursuant to Michigan statutes, the Board of Education recognizes 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 included in the bargaining unit as described: All custodian and maintenance employees except those classified as supervisors as defined by Article 379 of the Public Acts of 1965.

### **III. AID TO OTHER UNIONS**

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



#### IV. UNION SECURITY

Pursuant to Michigan statutes, the Board agrees that every employee in this bargaining unit shall have the right to organize, join and support the Union without interference with assigned duties.

- A. Bulletin boards will be provided in each building for the Union's use in posting notices pertinent to the business administration of the Union. The Union shall also have access to the inter-school mailing system for distribution of notices to be posted. A copy of all notices will be forwarded to the School Administration.
- B. Leave for Union business: Members of the Union elected to a local union position or selected by the Union to do work which takes them away from their employment with the Employer, may, at written request of the Union, receive a Leave of Absence, without pay, for a period of not to exceed one year. The Leave shall be approved by the Board of Education.

Employee will receive no fringe benefits while on leave.

It is further understood that while the Employee is on such leave of absence, he shall accumulate his seniority with the School District. The Employee may apply to the Board of Education for an extension of one additional year.

- C. Members of the Union elected to attend a function of the International Union such as a convention and/or conference, shall be allowed time off without loss of time or pay to attend such conference and/or convention, as stipulated in this Agreement, not to exceed more than one per year.
- D. Without any loss of time or pay, the Union President will be granted the right to leave his building to investigate an emergency type grievance, which shall be defined as an immediate threat to an Employee's health or safety. Any released time exceeding one hour will be taken only with the consent of the designated Central Administration Official.

#### V. UNION DUES

- A. Agency Shop - Any Employee who is not a union member and who does not make application for membership shall be required as a condition of continued employment to pay the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly union dues.
- B. The Union will contact the Employee in reference to terms of the Agreement and will give the Employee 30 days notice as to provisions of the contract concerning the Agency Shop. The Superintendent or designee will send a copy of the new employment letter to the President of the local union at the same time a copy is sent to the newly hired employee.



- C. Deductions shall be made only in accordance with the provision of the authorization form. The Board shall have no responsibility for the collection of initiation fees, membership dues, special assessments or any other deduction not in accordance with the authorization form.
- D. After receipt of the dues deduction authorization form, the Board shall deduct dues from the second pay period of the following month and each month thereafter.
- E. Deductions for any calendar month shall be remitted to the Union as soon as possible after the 10th day of the following month.
- F. The Union agrees the Board is free from liability for the funds deducted as dues, except to issue a check in the name of the Union for the dues deducted.
- G. The Union will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability for reason of action taken or not taken by the Board for the purpose of complying with the payroll deduction authorization.

## VI. SENIORITY LISTS

- A. Seniority shall be on a school district-wide basis in accordance with the Employees' date of hire, based on continuous employment in the district, after serving his/her probationary period. Seniority shall not be affected by race, gender, marital status or dependents of the Employee.
- B. The seniority list on the date of this Agreement will show the names and date of hire of all Employees of the unit entitled to seniority.

When Employees hire dates are identical, there shall be a lottery based on random alphabetical drawing to determine order of seniority. The Union will conduct this drawing.

- C. The Board will keep the seniority list up to date at all times and will provide the local union president with up-to-date copies within thirty (30) days of new hires.
- D. An Employee shall lose his/her seniority for the following reasons:
  - 1. Resignation
  - 2. Discharge and the discharge is not reversed through the grievance procedure.
  - 3. Absent for five consecutive working days without notifying the Board. After such absence, the Board will send written notice to the Employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated.



If the disposition made is not satisfactory, the Employee may be referred to the Grievance Procedure on Page 17.

- E. Probationary Period: New employees hired into the unit shall be probationary for the first sixty (60) working days of their employment, after which they shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from the time of hire. New employees, while in their probationary periods, may be terminated for just cause. They shall be represented by the Union for all purposes under their Agreement during the probationary period, except that no protest may be entered against termination during said probationary period.

## VII. SUB-CONTRACTING

The School Administration will not sub-contract out work normally performed by its work force as long as employees are available and the necessary equipment is owned by and available to the school district, except in the case of transportation. (See Appendix 1)

## VIII. LAYOFFS

The words "LAYOFF" mean a reduction in working force. If it becomes necessary for a layoff, the following procedure will apply:

- A. Probationary Employees will be laid off on a school district-wide basis.
- B. Seniority Employees shall be laid off according to seniority in reverse fashion of the date of hire.  
  
Seniority Employees laid off for an indefinite period will have at least seven (7) calendar days notice of layoff.
- C. Probationary employees shall be laid off on a district-wide basis without respect to seven (7) days notice.
- D. An Employee removed from his/her position due to reduction of work force or closing of a building shall be allowed to exercise his/her seniority rights to bump a less senior employee within his/her classification or a lower classification. Should Employee's original position be reinstated, the Employee shall be given the opportunity to return to that position prior to recall of someone to the position from layoff.
- E. The Board shall continue to pay hospitalization and group life insurance premiums for laid off employees for a period of three (3) months after effective date of layoff.



## **IX. RECALL PROCEDURE**

When working force is increased after a layoff, Employees will be recalled according to seniority.

Notice of recall shall be sent to the Employee at his/her last known address by registered mail. If an Employee fails to report for work within ten (10) days from date of mailing of notice of recall, this shall be considered a resignation.

## **X. STRIKE PROVISIONS**

Both parties agree to abide by all public laws regarding strikes and lockouts.

## **XI. MANAGEMENT RIGHTS**

The right to hire, assign, discharge or discipline for just cause and to maintain efficiency of employee shall proceed through the Superintendent or designee with final authority resting with the Board, except that Union members shall not be discriminated against as such.

## **XII. RE-NEGOTIATION**

- A. If either party desires to modify or change this agreement as it affects wages and fringe benefits, it shall have ninety (90) days prior to the expiration of this contract (July 1), to give written notice to that effect.
- B. Negotiation of such proposals shall begin as soon as mutually agreeable after receipt of such written notice. Changes may be made at any time by mutual consent, and this Agreement shall remain in full force and effect until terminated as herein provided.

## **XIII. WAGE AND FRINGE BENEFITS**

- A. This Agreement has been negotiated and executed and shall be controlled by all applicable federal and state laws including any amendments that may hereafter be made during the life of the contract and wherever the terms of this contract are found to be in conflict with the provisions of the laws, the parties hereto agree to proceed to renegotiate such conflicting provision or provisions and until such renegotiation has been completed such provisions or provision in conflict shall be void. All remaining provisions of this Agreement will remain intact.
- B. Wages shall be paid according to the following schedule:  
1999-2000 - 2.5%; 2000-2001 - 2.5%; 2001-2002 - 3%



Salary Step	Custodian			Maintenance		
	1999/2000	2000/2001	2001/2002	1999/2000	2000/2001	2001/2002
Probation	\$14.64	\$15.00	\$15.45	\$16.33	\$16.74	\$17.24
Step 1	\$14.79	\$15.16	\$15.62	\$16.54	\$16.96	\$17.47
Step 2	\$14.92	\$15.30	\$15.76	\$16.76	\$17.18	\$17.69
Step 3	\$15.38	\$15.76	\$16.23	\$17.14	\$17.57	\$18.09
Step 4	\$15.97	\$16.37	\$16.86	\$17.82	\$18.27	\$18.82
Step 5	\$16.29	\$16.69	\$17.20	\$18.16	\$18.62	\$19.18
Step 6+	\$16.76	\$17.18	\$17.69	\$18.67	\$19.13	\$19.71

- C. Employees will receive, on the first pay check in December, a non-cumulative (not added to base pay) payment of \$375 and taxes to be paid by the employee.
- D. The Board agrees to pay the employees' mandatory state retirement contribution to the State School Employees Retirement Fund.
- E. The salary schedule shall be retroactive to July 1.
- F. The salary year is from July 1 to June 30. The Anniversary Date is July 1. Those employed less than a full year but more than six (6) months (by the preceding December 31) shall receive a full increment. There shall be no half (1/2) increments. This provision (increments) shall apply only to employees hired after the execution of this Agreement.

An Employee will move forward on the salary schedule one step after each full year of employment prior to the Anniversary Date. Whenever an Employee transfers from one classification to another classification, the employee will receive the rate of pay for that classification consistent with his/her current salary step.

1. **CLASSIFICATION OF EMPLOYEES:**
  - I. MAINTENANCE PERSON
  - II. HEAD CUSTODIAN
  - III. NIGHT LEADER
  - IV. MECHANIC
  - V. POOL
  - VI. BUILDING AND GROUNDS
  - VII. CUSTODIAL



G. ADDITIONAL PAY: 1999-2002

HEAD CUSTODIAN - SR.HIGH	\$ .90
HEAD CUSTODIAN - M.S.	.63
HEAD CUSTODIAN - ELEM.	.50
NIGHT LEADER - SR. HIGH	.61
NIGHT LEADER - M.S.	.47
BUILDING AND GROUNDS	.47
POOL ATTENDANT	.47
MECHANIC (for all hours)	.47

- H. Each employee shall have the Blue Cross Blue Shield Plan paid by the Board. Single subscriber shall be entitled to 100%; married subscribers shall be entitled to 100% provided they sign an affidavit stating that they do not have a hospitalization plan by their spouse.

The District will provide the LMB-OB rider that provides pre and post natal benefits.

The District will provide the M1 rider in accordance with terms of the carrier.

The prescription drug program with \$2.00 co-pay shall be added to Blue Shield coverage in accordance with the terms of the carrier.

The district will fund health insurance costs for eligible bargaining unit members, as described above, during the 1999-2000, 2000-2001, and 2001-2002 fiscal years, subject to the limitations described below.

The July 1, 1999, through June 30, 2000, bargaining unit's total cost of health care benefits will be used as the baseline cost for purposes of determining potential cost sharing. This cost will be funded by the District. For the July 1, 2000, through June 30, 2001 contract year, the District will fund the cost of the bargaining unit's total health care insurance up to a seven percent (7%) increase. If the increase in the bargaining unit's total cost of health care insurance for 2000/2001 exceeds seven (7%), the Board and the Union will meet to determine the means, coverage, and/or member cost sharing to continue providing health care benefits. Further, the parties will reach an agreement on coverage and cost of health insurance before additional funds are paid above the seven percent (7%) increase. The same conditions apply for the 2001-2002 contract year with the total percent increase covered by the district to not exceed twenty-one percent (21%) for the three years.

If the cost of health care insurance increases by five percent (5%) or less, the difference between the actual cost of the increase and a five percent (5%) increase will be calculated at the end of the fiscal year and will be refunded to the eligible bargaining unit members. This refund, if any, will be equally divided between eligible bargaining unit members who



are covered by the district's health insurance policy as of June 30, 2001, and will be added to the third paycheck of the 2000-2001 contract year. The refund will be reduced by the district's applicable FICA and retirement costs. This refund is non-cumulative and will not be added to the pay schedule. If the increase in health care insurance costs exceed 5%, no refund will be paid.

- I. All employees shall receive a **\$35,000** term life and double indemnity insurance policy as long as they remain in the employ of the school district.

A \$5,000 term life insurance policy shall be paid up to the age of 62 or for three (3) years after retirement, whichever is greater. Employees may make arrangements with the business office to purchase additional life insurance after retirement.

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- J. Beginning on the 91st calendar day of a disability, Employees may receive 70% of their annual base salary to age 65 in accordance with the terms of the authorized insurance company contract.

- K. Seasonal and substitute employees shall be paid hourly rate as determined by the Board. However, in no event shall such hourly rate exceed Step 1 of the Custodial Salary Schedule.

- L. The school district shall furnish three (3) uniforms per year and will contribute \$95 toward the purchase of safety shoes each year. Head custodians, maintenance employees, and the grounds person will be required to wear steel-toed safety shoes. All other custodians will be required to wear safety shoes. The Union and Administration will participate in vendor selection of one or two vendors. The District will pay up to \$95.00 toward the purchase of the safety shoes to the selected vendor(s). Costs of the shoes beyond \$95.00 will be borne by the employee. The Board further agrees to replace any furnished uniform or safety shoes (replacement cost up to \$95) worn out or damaged on the job, provided the damage or worn out article is turned in to the appropriate administrative supervisor. It is mandatory that safety shoes be worn on the job at all times. Uniforms and safety shoes shall be ordered on the date of hire. Should a probationary employee be released, uniforms and safety-shoes are to be returned. All other fringe benefits shall be received on the date of hire.

- M. 1. Shift Premium Pay: Employees working the second shift shall be paid eighteen (18) cents per hour additional salary and twenty-five (25) cents per hour additional salary for the third shift.

2. Shift Premium - Premium for all hours worked will be determined by the shift in which the Employee works 51% of his/her time.

- N. Employees of second and third shifts will receive their checks on Thursday night.

- O. The Board of Education shall pay the difference between regular driver's license and chauffeur's (CDL) license if the classification requires.



P. The Board shall provide optical insurance equivalent to Messa Intermediate Vision Plan Insurance (80/20).

Q. The Board shall provide group dental insurance equivalent to Delta Dental Plan (80/20) with orthodontic 0-7 rider coverage. Should a superior dental insurance be provided another employee group in Lakeview, it shall also be provided for the custodians.

The administration shall provide copies of each and every insurance plan and any revisions that affect the members of this bargaining unit, to the union leadership, as available from the carrier.

S. The school district shall keep some rain coats on hand for use by Maintenance and Grounds Employees when working outdoors.

T. 1. Employees who retire after ten (10) years in the bargaining unit will receive Thirty (\$30.00) dollars for each unused leave day up to the maximum allowable days.

2. Such payment of the accumulation up to 180 days will be made to the heir of the Employee if his/her death precludes retirement.

#### XIV. ASSIGNMENT

A. The Superintendent or designee shall have the final authority to assign all classified personnel.

B. Work assignments within the building shall be made by the Principal of the building.

C. The Principal and the Head Custodian of the building shall be responsible to see that all facilities and equipment are maintained in an efficient manner as so to make the full use of the building. The custodial work schedules shall be the responsibility of the Building Principal in cooperation with the Supervisor of Maintenance, Grounds, and Transportation and the Head Custodian.

D. The Head Custodian should have authority to direct the Employees with the cooperation and consultation of the Principal and Supervisor of Maintenance, Grounds, and Transportation.

E. The normal care and maintenance of the outside grounds and equipment shall be the responsibility of the Head Custodian.

F. All overtime must receive prior approval of the Supervisor of Maintenance, Grounds, and Transportation. In emergency situations, in the absence of the Supervisor of Maintenance, Grounds, and Transportation or Superintendent or designee, the overtime is to be approved



by the Head Custodian or Shift Leader. Overtime will be divided between full time employees of each building as evenly as possible.

When overtime cannot be filled within the unit or building, it shall be on a rotation basis according to seniority within the occupational group.

- G. All shift assignments will be attached to the contract and will be identified in writing. Any exceptions must be mutually agreed upon by the Union.

## XV. PROMOTIONS AND VACANCIES

- A. 1. All vacancies and new positions will be posted for five working days. If there is more than one opening, the Employee may indicate a priority of choices. Under normal circumstances the Superintendent or designee will fill such posted vacancies and positions within fifteen (15) working days after the fifth posted work day, provided there are qualified applicants.
2. There shall be district-wide seniority so that everyone can bid on any job opening.
- B. 1. If a vacancy occurs in the custodial unit the position will be posted by building and job location. The position will be filled by the most senior applicant in the district. The maximum number of moves per vacancy shall be five.
2. If a vacancy occurs in the additional pay classification, the position will be posted by building and job location. The position will be filled by the most qualified, senior applicant in the district.
- C. Duties and qualifications will be stated for each position.
- D. Vacancies and new positions shall be filled from the ranks of Employees who are best qualified by ability and seniority.
- E. Notice of appointment will be sent to all applicants simultaneously with no waiting period for notifying those who applied before making appointment public knowledge.
- F. All postings will have shift/job identified.
- G. Selection of successful bidders and trial period, transfers and promotions based on seniority and ability shall be assigned the opening and moved to the job as soon as can be arranged without payment of overtime and shall be given a trial period of up to twenty (20) work days in which to demonstrate the ability to satisfactorily meet the standards and perform the duties of the job. In the event that the successful bidder is deemed unsatisfactory, or if he/she elects to reject the job during the first twenty (20) work days after assignment, he/she shall be restored to the job from which he/she had originally bid.



In case an employee decides to return to his/her previously held position within the time specified above, adjustments will be made with all persons involved in such action. All employees involved will be so notified prior to initial transfers as to the terms of the contract.

- H. Temporary Classification Assignments - If an employee is temporarily placed in a lower classification than in which he/she is regularly assigned, no reduction in pay will be effected. If an employee is temporarily placed in a higher classification than that in which he/she is regularly assigned, the affected employee shall be paid at the rate of the higher classification for all time spent on the assignment. The Employee shall be responsible to have his/her time card approved for the higher rate by the Supervisor of Maintenance, Grounds, and Transportation.

When a head custodian, due to illness or medical reason (not vacation), is absent for a period to exceed two weeks, the custodian in the building with the most seniority will be asked to assume the duties of the head custodian. At the high school and middle school, the second and third most-senior custodians, in this order, will also be asked to substitute before a substitute is called in. If he/she refuses, a district substitute shall assume his/her duties.

- I. If management changes the status of a classification by adding to the qualifications of that classification, or requiring licenses, certification or schooling, the employee in that classification shall have the right to bump a less senior employee in an equal or lower classification if he/she does not comply with such changes.

## **XVI. HOURS AND OVERTIME PAY**

- A. 1. A regular shift shall be eight hours with a 30 minute duty-free lunch period. A coffee or rest period not to exceed 15 minutes in the middle of the first half of shift and the last half of shift will be scheduled.
2. Shifts - Shifts will be defined as:
- |           |              |
|-----------|--------------|
| 1st Shift | 7:00 - 3:30  |
| 2nd Shift | 3:00 - 11:30 |
| 3rd Shift | 11:00 - 7:30 |
- B. When a building is used at a time when an employee is not on regular duty, an employee may be assigned overtime to prepare the building for an orderly resumption of the instructional program.

In the case of activities involving outside groups, the Custodian will open the building and secure it, in addition to taking time for cleanup. All assigned overtime will be at the rates set forth in this Agreement. One or more Custodians shall be assigned to each area as needed by



the activities. Employees shall perform work only in the immediate area where assigned.

Employees assigned to the building shall be assigned to be in the building during the time work is being performed by outside contractors, unless a Maintenance Employee is assigned by the Supervisor of Maintenance, Grounds, and Transportation.

- C. When the School District is closed to students because of inclement weather (snow/ice), mechanical failure, natural disaster or the like, custodians shall be required to report for work. If an employee is unable to report to work, he/she may utilize one of the leave days available to the employee.

In the case of inclement weather, the employee who reports to work will be granted one compensation day per day of inclement weather up to two days per year of inclement weather regardless of the number of days the district is closed for inclement weather. The compensation days may only be taken when school is not in session for students.

- D. Call-in time shall not be less than two hours any time except for building check unless Employee checks more than one building. Excused absences from the job for which the Employee is paid shall be counted as an eight-hour day.

Permission for any other short periods of necessary absence shall be sought through the employee's principal or designee.

- E. The employee shall be paid time and one-half for only time worked beyond eight hours in any one day and over forty hours in any one week. Intent is that overtime worked during one's regular shift must be made up by working those hours after the event at the regular job location. An employee will only be paid overtime for the actual hours worked beyond the regular shift. Employees are expected to fulfill their responsibilities to their regular assignment duties unless specifically authorized by the Supervisor of Maintenance, Grounds, and Transportation. Double time rate shall be paid for holidays and Sunday work except for building check.

Weekend and Holiday Building Check shall be paid at time and one half of employee's regular pay and personnel shall be rotated.

- F. Computation of Back Wages: No claims for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.
- G. With the exception of the building checks on Saturdays, Sundays and holidays, a minimum of two (2) hours service will be scheduled and paid when called in for overtime.

## **XVII. DAILY WORK SCHEDULES**

- A. An employee's work schedule may vary from building to building up to one (1) hour due to



the special needs and circumstances peculiar to the building. The president of the Union will be notified of any schedule changes in writing.

- B. During the periods when school is not in session, the normal working hours will be 7:00 A.M. to 3:30 P.M., except for any extenuating circumstances which shall be determined by the Supervisor of Maintenance, Grounds, and Transportation. He/she will notify the president of the Union of any schedule changes during these periods.

#### **XVIII. TERMINATION OF EMPLOYMENT**

- A. The best interest of the employee and the school system will be served where both the employee and the employer share the obligation to provide reasonable notice in writing when termination of employment is under consideration. As a guide, any time under two weeks notice may be considered unreasonable, except as circumstances warrant such action.
- B. Employees terminating their services with the district are entitled to vacation pay for accrued vacations, payable at the next payroll period following the date of termination.
- C. Employees who have terminated employment shall be considered as new employees if re-employed.

#### **XIX. TRANSFER**

- A. Employees may be transferred for just cause, at the discretion of the superintendent or designee after consultation with the building principal. Transfers shall be made in order to increase the efficiency of the custodial and maintenance department.
- B. Employees affected will be notified in writing seven (7) work days prior to the date of transfer by the superintendent or designee and a copy will be sent to the union (local) president. In all cases, transfer will be discussed with the principal and employee affected prior to written notice of transfer.
- C. Rotation of employee during vacation periods for utilization of "Team Maintenance Operation" is not considered a transfer, and can be done at the discretion of the Supervisor of Maintenance, Grounds, and Transportation.
- D. Request for transfer on the part of an employee must be made through the building principal to the superintendent or designee.
- E. Seniority of an employee will not be affected by transfer.



## XX. GENERAL PROVISIONS

- A. The parties mutually recognized that the unique nature of operations of a public school district necessitates that certain positions be for less than a full twelve month period each year, and further that during the summer months a limited part of the total work force may consist of seasonal employees. Finally, in some full-time positions, it could become necessary to employ a substitute on a day-to-day basis. To distinguish between these various classifications, the following definitions are agreed upon:
1. Full-Time Employees: Any employee whose position has an annual work period of twelve (12) months on a regular work week of forty (40) hours is considered a full-time employee and is entitled to all benefits under this Agreement, provided that certain benefits such as sick and emergency leave, vacations and Holidays shall be credited on a prorated basis correlated to the amount of time worked in relation to a twelve (12) month period.
  2. Seasonal Employees: All persons employed on an hourly basis for work during the summer months (June through September) shall be considered seasonal Employees and are not entitled to any benefits under this Agreement.
  3. Substitute Employees: Any person employed on an hourly basis to perform the work of an absent employee or to fill a vacant position pending posting or for special non-reoccurring projects which shall include Acts of God, disasters and situations of emergency. Any person employed on an hourly basis to fill a vacant position pending posting or for special non-reoccurring projects which shall include Acts of God, disasters and situations of emergency shall not be worked more than Thirty-Five (35) days. Intent is to exclude persons subbing for an actual absent employee from the Thirty-five (35) day limitation.
- B. 1. The Board agrees not to hire part-time help during the term of this agreement. However, should the Board determine there is a need for part-time help during the term hereof, the Union agrees to meet at the request of the Board and negotiate on this matter.
2. If funds are available management may institute a program of shared-time employment. Four (4) Employees, Limit (2) Full-Time positions may be hired for two non-consecutive four hour shifts. Fringe benefits will be pro rated according to hours worked. Overtime will commence for each Employee after forty hours in any one week. Management pledges not to utilize shared time employees to deprive any full-time member of his/her right to overtime or to reduce the 1987-88 employment level.
- C. Employees laid off will be given first preference for extended seasonal, shared time or substitute work. Any work done in such capacities shall be at the rate of pay for such classification and shall include pro rated benefits under this agreement.



- D. The Union shall be considered the collective bargaining representative of all full-time employees, shared time employees but not of extended seasonal, substitute and part-time employees. The Board shall not discriminate against or prejudice the rights of full-time employees in respect to its arrangement with seasonal, substitute and part-time employees.
- E. In the event that the School Board voluntarily enters into consolidation of the district with another district (s), the Board shall guarantee fulfillment of the terms of this new master agreement for its duration.

## **XXI. OPEN PERSONNEL FILE**

- A. Each employee may examine the non-confidential/confidential and evaluation content of his/her personal file at any reasonable time and place and he/she may copy or otherwise reproduce any portion or the whole of such material.
- B. All materials that may be construed as being non-recurring or detrimental to promotions and future employment in the district will be removed and destroyed at two-year intervals.

## **XXII. SPECIAL CONFERENCES**

- A. Special conferences for important matters shall be arranged between the local president and the Board of Education or its designated representative upon the request of either party. Such meetings shall be between not more than two (2) representatives of the Local Union unless additional representation is mutually agreed upon by both parties.
- B. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be discussed at the meeting shall be presented at the time the conference is requested. Matters to be discussed in special conferences shall be confined to those included in the agenda. Conferences shall be held during normal working hours, if possible.
- C. This meeting may be attended by a representative of the Council and/or a representative of the International Union.
- D. All proposed supplemental agreements shall be subject to good faith negotiations between the Board of Education or its representative and the Union. Any supplemental agreements resulting from a special conference shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.



## XXIII. GRIEVANCE PROCEDURE

- A. Grievance shall mean a complaint by an employee or group of employees based on an alleged violation, misinterpretation or misapplication of any provisions of the Agreement.

As provided by law every individual Employee has the right to present a grievance and have the same grievance adjusted without intervention of the Union, if the adjustment is not inconsistent with the terms expressed in this Contract and provided the Union is given the opportunity to be present at the adjustment.

The grievance must be presented in writing within five (5) days after the knowledge of its occurrence.

- B. Any Bargaining Unit Employee having a grievance may process the complaint in the following manner:

STEP 1: If an Employee feels that he/she has a grievance, he/she may discuss it with his/her principal and/or Union Representative after normal working hours. An employee not assigned to a building would discuss a potential grievance with the Supervisor of Maintenance, Grounds, and Transportation. If the Union Representative is working a different shift, he/she may leave the work station with the permission of the Supervisor of Maintenance, Grounds, and Transportation or designee. If the matter is not resolved, it will be submitted in writing within five (5) working days by the union president to the Supervisor of Maintenance, Grounds, and Transportation.

STEP 2: If the Supervisor of Maintenance, Grounds, and Transportation's answer is not satisfactory to the union, the union president may, within five (5) working days after the Supervisor's answer, submit the written grievance to the Superintendent or designee and a meeting will be set up within five (5) working days to discuss the grievance.

STEP 3: If the Superintendent or designee, the aggrieved Employee, and the Union shall be unable to resolve the grievance, and it shall involve an alleged violation, misinterpretation or misapplication of the provisions of the Agreement, it may, within thirty (30) days after the decision of the Superintendent, be appealed to arbitration.

Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within the said thirty (30) day period, and if not so delivered, the grievance shall be abandoned. The arbitrator shall be appointed under the rules of the American Arbitration Association.



The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision as soon as possible from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and conclusions of the issue submitted. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this agreement. His/her authority shall be limited to deciding whether a specific article and section of this agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan and general school laws or any other national, state, county, district or local laws.

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 hearings were concluded or if oral hearings are waived, then from the date of transmitting the final statements and proofs to the arbitrator. Failure of the arbitrator to render the award in the prescribed time shall not entitle the party to have the grievance awarded in his/her favor.

The decisions of the arbitrator, if within the scope of his/her authority as set forth above, shall be final and binding.

The arbitrator's fee and other expenses of arbitrating shall be divided equally between the parties. Each party shall bear his own expense in connection therewith.

- E. The School Board agrees to recognize a Grievance Committee which shall be composed of a President of the Local Union, a Chief Steward and a number of stewards or officers. The stewards and allocation of their area jurisdiction shall be in accordance with the following formula: The custodial maintenance group shall be represented by three (3) stewards; one on the day shift and one on the night shift, plus one at the high school.

#### XXIV. PAYROLL REGULATIONS

- A. The wages or salary of an employee shall start at the time he/she reports for scheduled duty. The wages or salary shall be paid bi-weekly on such calendar dates as are established by the Board of Education.
- B. All payroll deductions or changes in deductions shall be supported by signed employee authorization slips, except in change of union dues.
- C. No deductions from an employee's pay shall be made without his advance notice.



- D. Termination notices of employee authorized deductions shall be submitted in writing at least fifteen (15) days in advance of the effective date for which deductions are to be discontinued.
- E. Legal authorization forms to determine exemptions must be filled out by all new employees immediately and are to be revised within seven (7) days by an employee whose tax exemption status changes.
- F. Employees may use payroll deductions for the following:
  - 1. Hospitalization
  - 2. School Employees Credit Union
  - 3. United States Savings Bonds (if available at Macomb County School and Government Employees Credit Union)
  - 4. Union Dues
  - 5. United Way Foundation
- G. Employees must submit time sheets in a manner and frequency-prescribed by the Business Office. They must be signed by the Supervisor of Maintenance, Grounds, and Transportation and Principal.
- H. The yearly salary shall be divided into 26 equal pays for all 12 month employees, and pay periods shall be on each second Friday, except in the case of holidays that fall on the scheduled pay date.

All economic and non-economic items shall be retroactive to July 1 of each year except those items scheduled to take effect at a later date.

#### **XXV. PAID LEAVE**

- A. All bargaining unit members are entitled to fifteen (15) days per year for the following specific reasons: personal and/or family illness, accident, funeral, bereavement, or personal business.
- B. All employees shall report their absences through the SubFinder system at least two hours prior to the start of the shift. Failure to report shall be deemed abuse of leave days and the penalties described in Section I shall apply. When a pattern of excessive absences persists, the District may reasonably require the employee to provide substantiation.
- C. It is expressly understood that personal days cannot be used for extension of a holiday or vacation. Personal business days can be used in 1/2 day increments.
- D. All employees shall report absences on forms provided to his/her principal (Supervisor of Maintenance, Grounds, and Transportation for employees not assigned to a building), stating the reason for such absence. The written statement shall be filed with the Payroll Department.



- E. All unused leave days shall be accumulated to a total of 180 days for bargaining unit members.
- F. Leave policy shall be administered at 1.25 earned days per month.
- G. If a bargaining unit member has used all of his/her paid leave days and requests in writing additional bereavement time, the superintendent may grant additional paid bereavement days where in his/her judgement there is an unusual need.
- H. Abuse of Sick Leave. The following penalties may be invoked in cases involving use of sick and business leave for reasons other than herein described:
  - 1. 1st Occurrence: Loss of pay for those days involved
  - 2. 2nd Occurrence: Five (5) day suspension without pay, in addition to loss of those days involved in the abuse
  - 3. 3rd Occurrence: Board Hearing for Possible Termination
- I. Custodians will not be charged sick leave due to absence from their jobs for reason of illness definitely established as contracted as a result of their employment from the following list:
 

1. Mumps	4. Scarlet Fever	7. Head Lice
2. Measles	5. Impetigo	8. Scabies
3. Chicken Pox	6. Rubella	9. Pink Eye

A physician's statement shall be submitted to substantiate above reason for illness.

## XXVI. SICK LEAVE BANK

- A. Starting July 1, 1999, the bargaining unit members shall maintain an appropriate level of days as determined by the Union, by directing the administrator to deduct days from members' accumulated days to be added to the bank.
- B. The Bank shall be administered by a five (5) member committee composed of four (4) members appointed by the custodial union, one (1) administrator appointed by the Board of Education and chaired by a union member.
- C. The Committee may grant sick leave days upon the request of an employee only after he/she has exhausted all but three (3) leave days up to the date disability insurance coverage would commence.
- D. A relapse of an extended illness covered by the sick bank, occurring within 30 days of the Employee's return to work, may be immediately referred for consideration by the Sick Bank Committee, without the waiting period.



## XXVII. LEAVES OF ABSENCE

Nothing herein shall deny any rights granted under the Family Medical Leave Act.

A. **JURY DUTY** - Any employee called to jury duty will receive the difference in salary between the regular contract salary of the school district and the amount of money received for jury duty. The employee will report to Lakeview Schools for work when not actually serving jury duty. Days served on jury duty will not be charged to the accumulated leave days.

1. Any employee subpoenaed into court to give testimony relating directly to a student under the employee's charge shall be paid full salary minus the amount paid for the subpoena and will not have such days charged to the accumulated leave days.

B. **PREGNANCY AND CHILD BIRTH** - Pregnancy and child birth shall be treated as any other disability under the terms of this contract. A doctor's statement regarding terms of pregnancy shall be provided by the employee.

1. **Short Term Child Care**
  - a. An employee who adopts or assumes legal custody of a child shall be extended the same privileges (when applicable) as an employee having a natural birth.
  - b. Upon termination of disability or in the case of adoption or legal custody, limited to ten (10) working days, and upon acquiring the child, an Employee may be granted a short term leave without pay or benefits for the remainder of the year (June 30th).
  - c. This leave may be extended by the Board for an additional year upon the request of the employee. Such request must be filed in the administration office no later than April 1st the year the leave is to expire.
2. When an employee is released to return to work after having been absent on a short term child care leave, he/she will be reinstated to the classification held prior to the leave provided:
  - a. Her/his physician has released her/him to return to a position with no job restrictions or limitations.
  - b. He/she will be placed for immediate assignment in the first position for which he/she is qualified and which is commensurate with that which would be held had the leave not intervened.



- c. Upon return from leave, unused accumulated benefits will be reinstated. No additional benefits will be accumulated during the leave of absence.
- d. All leave shall terminate on the date expressly agreed upon by the Board.

### **XXVIII. EXTENDED LEAVE - ILL HEALTH**

Nothing herein shall deny any rights granted under the Family Medical Leave Act.

- A. An employee may be granted a leave of absence for personal illness, accident or equally grave emergency for rest and recuperation.
- B. Written applications for such leave shall be made by the employee, addressed to the superintendent or designee, who shall, upon receipt of same, make such investigations as he/she may deem necessary to determine to the best of his/her ability, if granting such leave would serve not only the interests of the employee, but also the interest of the School District.
- C. In computing service to determine the employee's position on wage and salary schedule upon return from a leave, the time spent on leave shall not be counted.
- D. Leave of absence as described shall be without compensation from this school district.
- E. The returning employee from sick or extended leave shall be restored to his/her original classification when such position is available, unless physically unable to perform the duties required by that position. The district will make every reasonable effort to place the employee in a position he/she is capable of performing, if such opening is available.
- F. If the employee has not recovered sufficiently during the sick leave granted, but medical testimony is to the effect that further sick leave would aid recovery, the employee may request additional leave from the superintendent.
- G. All leaves shall terminate on the date expressly agreed to by the District.

### **XXIX. EXTENDED LEAVE - DISABILITY**

- A. A disability related leave shall begin on the 91st day of the illness as determined by the district disability insurance carrier. While on disability leave, the employee shall receive wage benefits as determined by contractual obligation.



- B. The District will continue to provide fringe benefits equal to those in effect at the time of the inception of the disability. These fringe benefits will continue for a period of one year from the date of first occurrence of the disabling illness as determined by the disability insurance carrier.
- C. On the first year anniversary of the date of first occurrence of the disabling illness, fringe benefits provided by the District will cease. Wages paid by the disability insurance carrier will continue to age 65.
- D. For purposes of filling a position left vacant by a disability illness, the following shall apply:
1. The first 90 days of illness shall be treated as sick days, whether paid or not, and the position shall be filled by a substitute custodian.
  2. Upon the determination of a disability illness claim (91st day), the position shall be deemed vacant and the employee placed on disability leave. This leave shall continue with benefits until the 365th day of disability.
  3. The position vacated by the employee on disability leave shall be posted as a "temporary" position. All contractual posting provisions shall apply with the exception that the maximum number of district position moves allowed which shall be limited to two.
  4. The last vacated position (after two moves), if not filled from layoff, shall be filled by substitute custodians until the expiration of the disabling leave that began the process or the disabled employee returns to work.
  5. The disabled employee shall receive seniority while on disability leave.
  6. Should an Employee return from disability leave, they shall assume the position they held prior to their illness, if such a position exists. Reverse transfers will take place to fill the "temporary" positions created by the disability leave.
  7. If the Employee has not returned to work before the termination of the disability leave status (365th day of disability), the Employee shall be placed on extended leave. Under extended leave, employees shall have no claim on any previously held position.
  8. All temporary postings brought about by this disability leave shall become permanent.
  9. A position held by a substitute as a result of this disability leave shall be filled by a full-time employee per contractual language.



### **XXX. MILITARY LEAVE**

- A. Any regular employee who may enter the defense forces of the United States for service or training shall make application for military leave and shall, upon their return, be reinstated in this school system with full credit including the annual wage schedule increment. Such applicant must show proof that they can completely qualify for said position. The Board of Education shall make every effort to rehire any partially disabled veteran who left their employ for service in the armed forces.
- B. Said applicant for reinstatement shall be made not later than Ninety (90) Days from the date of his/her release or discharge.
- C. Twelve (12) month employees who are members of organized reserve and all components of the armed forces, who wish to fulfill reserve requirements, may take from two weeks to fifteen (15) days and shall be paid by the Board of Education a sum to make up the difference between the total pay and allowances the Employee is paid by the service and his/her regular salary.

### **XXXI. WORKER'S COMPENSATION**

- A. An employee who is injured in the line of duty shall receive such compensation and expenses as prescribed by the Worker's Compensation law of the state. The employee is not covered if the eight (8) day period lapses between the time of the injury and report to the state office. The injury and accident shall be reported immediately to the business office. The eight (8) days absence will not be deducted from the employee's sick leave bank when absence is due to on-the-job injury covered by Worker's Compensation. A medical verification must be submitted in order to receive payment for days six through eight.
- B. Employees shall not be eligible for sick bank benefits while on worker's compensation.
- C. When an employee is on Worker's Compensation Leave, he/she shall receive all fringe benefits set forth in this contract. Employees on Worker's Compensation Leave shall accrue seniority while on leave. Vacation days, leave days and payment for shoes, uniforms and bonuses, shall be prorated and not accrue during time receiving worker's compensation benefits. Employees returning from worker's compensation within six (6) months will have these benefits restored provided the employee submits proper medical releases to return to work and the employee remains on the job for a minimum of one (1) month.
- D. When an employee applies for Worker's Compensation, he/she shall receive and fill out forms for LTD from the employer. The employer shall file the forms when necessary to begin receiving LTD benefits on the 91st day.



## XXXII. VACATIONS

No vacation days shall be carried forward from one year into a new fiscal year starting each July 1 without prior approval in writing from the superintendent.

- A. New employees will earn vacation of 5/6 day per month worked from the beginning of their employment to June 30, end of the anniversary year to be used after July 1 following the first year of employment.

For all other employees, vacation shall be earned in one year and used after July 1 of the following year. Any service rendered prior to July 1 will be credited one (1) full year on the vacation schedule beginning the second year. The first year will be prorated. Thereafter, the anniversary date will be July 1 for Step 2 on the Salary Schedule.

End of the 2nd, 3rd, 4th year	8 days
End of the 5th year	10 days
End of the 6th, 7th, 8th, 9th year	13 days
End of the 10th year	15 days
End of the 11th year	16 days
End of the 12th year	17 days
End of the 13th year	18 days
End of the 14th, 15th, 16th year	19 days
End of the 17th and thereafter	20 days

- B. Vacation pay will be paid prior to going on vacation provided 30 days notice is given in writing to the business office.
- C. Legal holidays falling within the vacation period shall not be counted as vacation days.
- D. No employee will be granted pay in lieu of vacation except when, in the opinion of the Supervisor of Maintenance, Grounds, and Transportation, with the approval of the superintendent, it is to the best interest of the School District.
- E. 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.
- F. If an employee or member of his immediate family becomes ill and is under the care of a duly licensed physician during his or her vacation, the employee may, upon certification of such illness, elect to utilize sick leave in lieu of his vacation. The employee's vacation will then be rescheduled.
- G. Vacations may be taken anytime during the fiscal year with permission of the Supervisor of Maintenance, Grounds, and Transportation. Vacation dates may be denied for reasonable cause.



### XXXIII. ABSENCE AND TARDINESS

A. Employees reporting at the beginning of a work period who became ill after having worked at least three hours, shall be counted as present for one-half day or after having worked at least seven hours shall be counted as present one full day.

B. Employees who are tardy shall have salary deduction in units of one-fourth hour.

One-fourth hour deduction will be made for tardiness up to 15 minutes; one-half hour deduction shall be made for tardiness up to 30 minutes, etc.

C. If an Employee is tardy not to exceed ten minutes, not to exceed one (1) day per month, no deduction will be made if his work schedule is carried out satisfactorily.

Abuse of this privilege, however, shall be considered cause for discipline.

### XXXIV. HOLIDAY LEAVE

A. Recognized paid Holidays:      The following shall be recognized as paid Holidays:

Good Friday	Thanksgiving Day
Monday after Easter	Friday after Thanksgiving
Memorial Day	*Christmas Eve/Christmas Day
Independence Day	*New Year's Eve/New Year's Day
Labor Day	First 2 days of mid-winter break per district calendar

\*Christmas Eve/Christmas and New Year's Eve/New Year's Day are considered holidays and the remaining six days during that period are considered days off with regular pay. Intent is that if an employee works during one of the non-holiday days, he/she would receive pay for the day off and pay for the day worked - in effect, double time rather than triple time.

B. If any of the above listed days fall on Saturday or Sunday, the day before or the day following may be taken off, provided children are not in attendance in the School District.

C. An employee, unless ill, must work the last day preceding a holiday and the first work day after a holiday in order to be paid for the holiday.

D. An Employee who claims illness on a day before or a day following a holiday or a vacation, may be required to furnish a doctor's statement.



- E. If July 4 falls on Tuesday, employees will receive Monday off. If the above listed holiday falls on Thursday, employees will receive Friday off, providing schools are not in session.
- F. Compensatory time shall be granted for the above holiday if school is in session.
  - 1. If it is necessary for employees to work during a holiday when school is in session due to the District having to make up any days, the employee will be compensated at his/her daily rate of pay.
  - 2. The compensatory day(s) will be the Tuesday following the Monday after Easter Sunday. Additional days will be consecutive, if needed.

### XXXV. CUSTODIAL CONFERENCE AND EXPENSE

- A. The Board of Education endorses a program to upgrade the skills of its employees and to aid them in obtaining certifications, endorsements and/or licenses that will be beneficial to the District. To that end the Board of Education will reimburse employees for courses, workshops, seminars, etc., approved by the Superintendent of Schools or his/her designee. Reimbursement is limited to registration fees or tuition and will be paid after the successful completion of the course, workshop or seminar. In instances where grades are given, the employee must receive a "C" or better to be eligible for reimbursement. Validation of expenses (receipts, canceled checks, etc.) must be provided with the application for reimbursement. It is to be expressly understood that the Board of Education is not responsible for any reimbursable expenses incurred by employee, unless the Board of Education or its designee has approved such course, workshop or seminar for reimbursement.

The Board of Education will provide the opportunity for each employee to attend at least one inservice/workshop per year of his/her choice as approved by the Superintendent of Schools or his/her designee.

- B. The Board agrees, for the length of this Agreement, that all custodial/maintenance positions shall be staffed as full-time positions comprising a regular work week of Forty (40) Hours per week for a twelve-month period.



# LAKEVIEW PUBLIC SCHOOLS CALENDAR

1999-2000

## FIRST SEMESTER:

Monday	August 30	Teachers report for Full Day
Tuesday	August 31	Students report for Full Day
Friday	September 3	School closed for all teachers and students
Monday	September 6	Labor Day – school closed for Teachers and students
Wednesday	November 24	Thanksgiving Recess School Closes End of A.M.
Monday	November 29	School Reopens
Friday	December 17	Winter Recess School Closes End of Day
Monday	January 3	School reopens
Friday	January 21	½ day records for all teachers

## SECOND SEMESTER:

Friday	February 18	Mid-Winter Recess School Closes End of Day
Monday	February 28	School Reopens
Thursday	April 20	Spring Recess School Closes End of AM
Monday	May 1	School Reopens
Monday	May 29	Memorial Day Recess
Thursday	June 15	Last day for students
Friday	June 16	Last Teacher Day



# LAKEVIEW PUBLIC SCHOOLS CALENDAR

2000-2001

## FIRST SEMESTER:

Monday	August 28	Teachers report for Full Day
Tuesday	August 29	Students report for Full Day
Friday	September 1	School closed for all teachers and students
Monday	September 4	Labor Day – school closed for Teachers and students
Wednesday	November 23	Thanksgiving Recess School Closes End of A.M.
Monday	November 27	School Reopens
Friday	December 22	Winter Recess School Closes End of Day
Monday	January 8	School reopens
Friday	January 19	½ day records for all teachers

## SECOND SEMESTER:

Friday	February 16	Mid-Winter Recess School Closes End of Day
Monday	February 26	School Reopens
Thursday	April 13	Spring Recess School Closes End of AM
Monday	April 23	School Reopens
Monday	May 28	Memorial Day Recess
Thursday	June 14	Last day for students
Friday	June 15	Last Teacher Day



APPENDIX 1 LETTER OF AGREEMENT ON SUBCONTRACTING TRANSPORTATION

APPENDIX 5 School Consolidation

ANY ARTICLES OR PROVISIONS OF THE CURRENT AGREEMENT NOT ADDRESSED SHALL REMAIN CURRENT CONTRACT LANGUAGE.



Appendix 1

**LETTER OF AGREEMENT  
ON SUB-CONTRACTING TRANSPORTATION**

If the Lakeview Public Schools enters into an agreement with an outside contractor to provide transportation to the district, the Board and Union agree to the following:

- A. No current bargaining unit member will be laid off as a direct result of the sub-contracting agreement. Reductions, if any, shall be by attrition, but shall not reduce the members of the bargaining unit to less than 33 as a result of sub-contracting the transportation.
- B. All positions now requiring bussing as a part of the everyday duties will be reposted, including mechanic. All custodians who have driven as their everyday duties will have the right to bump a less senior custodian.
- C. Special education drivers or bargaining unit members that occupy these positions as a result of the above posting or bumping will either be assigned custodial duties or will continue to drive for the sub-contractor, subject to the limitations of the sub-contractors insurance. The drivers will continue to be Lakeview employees, receiving all fringe benefits, wages and rights as defined by the Master Agreement.
- D. If any driving is retained within the district, the Administration agrees to use the current drivers to the extent possible.
- E. No further sub-contracting shall be entered into without compliance to the Master Agreement, Article VII.

**FOR THE UNION**

**FOR THE BOARD**

\_\_\_\_\_  
Tony Szep, President

\_\_\_\_\_  
Kenneth Eggly, President

\_\_\_\_\_  
Lloyd Stage, AFSCME Staff

\_\_\_\_\_  
John Coyle, Chief Negotiator

\_\_\_\_\_  
Date



## Appendix 5

### School Consolidation

In the event the school district enters into consolidation or annexation of the district with another district(s) the Board shall guarantee fulfillment of the terms of this agreement for its duration to the extent permitted by law.