

AGREEMENT BETWEEN
THE BOARD OF EDUCATION
of the
LAKEVIEW SCHOOL DISTRICT
and

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

2007-2010

13090
06 30 2010
AFSCME AFL-CIO
C F X

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, 2007 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, 2010.

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) work days of employment who shall not be represented by the Union in any manner and their discipline or discharge for any reason whatsoever cannot be the subject of a grievance. A work day that the probationary employee is absent shall not count toward completion of the ninety (90) work days.

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.

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

5. UNION REPRESENTATION

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

One (1) Unit Chapter Chairperson

One (1) Chief Steward

One (1) Custodial Steward

One (1) Food Service Steward

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

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

6. AID TO OTHER UNIONS

To the extent permitted by law, the employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with such group or organization for the purpose of undermining the Union. Allowing a labor organization, group or organization to use facilities of the Employer shall not constitute a violation of this Agreement.

7. SPECIAL CONFERENCES

- A. Special Conferences for important matters will be arranged between the Chapter Chairperson and the Employer upon the request of either party. Such meeting shall be between at least three (3) representatives of the Union and one or more representatives of the Employer. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at a meeting shall be presented, in writing, at the time the conference is requested. Matters taken up in a Special Conference shall be confined to those included in the agenda. Conference shall be held at a mutually agreeable time. Members of the Union shall not lose time or pay for time spent in such Special Conferences. These meetings may be attended by representatives of the Council and/or representatives of the International Union.
- B. The Union Representative 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) days of the occurrence; the term "days" shall be defined as days when the Employer's central office is open for business.
- b. cite the specific part of the agreement violated;

- c. describe the violation;
- d. identify relief sought.

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

- a. any dispute involving the evaluation of an employee unless it is alleged that the evaluation constitutes discipline;
- b. any complaint within the jurisdiction of a state or federal agency;
- c. any complaint pertaining to the termination of a probationary employee;
- d. any dispute related to the provisions of any insurance contracts or policies.

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

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

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

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

At the arbitration step of the grievance procedure, the Union cannot claim that there has been a violation of any section(s) or subsection(s) of the Agreement which were not cited by the Union, in writing, as a basis for the grievance at the prior step of the grievance procedure.

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

9. DISCHARGE AND DISCIPLINE

- A. Notice of discharge or discipline. The Employer agrees promptly upon discharge or discipline of any Employee to notify in writing the Chairperson of the Union Committee within three days of the discipline or discharge.
- B. The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Chairperson of the Union Committee and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the employer will discuss the discharge or discipline with the employee and the Chairperson of the Union Committee.

- C. Appeal of discharge or discipline. Should the discharged or disciplined employee and/or the Chairperson of the Union Committee consider the discharge or discipline to be without just cause, the following procedure, rather than the grievance procedure set forth in Section 8 of this Agreement, shall be followed. The grievance shall be presented in writing through the Chairperson of the Union Committee to the Employer within five (5) 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 last date of hire. For purposes of seniority, there shall be two separate classifications: (1) food service employees (cooks, cashiers and lead servers); and (2) custodial-maintenance and grounds) If two or more employees are hired on the same date, the employee with the higher social security number will have the higher seniority. Seniority shall not be affected by the race, sex, marital status, color, religious creed, age, ancestry or dependents of the employee.
- B. A seniority list for Food Service employees (cooks, cashiers, and lead servers) and a separate seniority list for custodial-maintenance (custodial, maintenance, outside maintenance unit) will show the names, job titles and sick leave accumulation of all employees entitled to seniority and will include the employee's last date of hire. Two seniority lists will include all members of the bargaining unit.
- C. By November 1 the Employer will provide the Chairperson of the Union Committee with the seniority lists. The seniority lists shall conclusively be deemed accurate for all purposes unless an appeal regarding their accuracy is made to the Deputy Superintendent for Human Resources within twenty (20) days. It is further agreed that the Chapter Chairperson shall be notified of all new hires and transfers as they occur.
- D. The Chairperson of the Union Committee shall be kept up-to-date between revisions of the seniority list by receiving written notification on all new hires, promotions, demotions, discharges, transfers, and resignations.

11. LOSS OF SENIORITY

An employee shall lose seniority 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 6:00 a.m. to 2:00 p.m. The second shift for maintenance and outside maintenance is from 2:00 to 10:00 PM. The second shift for elementary custodial employees is 3:30 PM to 11:30 PM. Middle school shifts are as follows: 5:00 AM to 1:00 PM. 10:00 AM to 6:00 PM. 3:00 PM to 11:00 PM. 4:00 PM to 12:00 AM. These shifts may be changed for a position or building by no more than one (1) hour with a twenty-four (24) hour notice to the affected employee(s). In addition, the employee and supervisor may mutually agree upon non-permanent changes in the shift times, such as changes in the shift times for summer and holiday break periods. Permanent changes in the shift times of more than one hour must be approved by the Union.
- C. The regular full working day for Custodial, Maintenance and 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. Full-time Custodial, Maintenance and Grounds employees may take a "Coffee Break" of ten (10) minutes in the a.m. and also a "Coffee Break" of ten (10) minutes in the p.m., or the first half and second half of the regular shift, whichever may apply. Part-time Custodial, Maintenance and Grounds employees may take a ten (10) minute "Coffee Break" for each four (4) hours worked.
- E. A Custodial, Maintenance and 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 if the scheduled overtime is at least four (4) hours.
- G. Custodian overtime will be offered to the custodians in the building where the overtime is needed on a rotating basis. Maintenance and grounds overtime will be on a rotation basis within each classification. The employees called to work must be qualified. If the custodial or grounds employees are not available, the work shall be offered to the rest of the custodial, maintenance and grounds employees in the bargaining unit on a rotating seniority basis. All overtime must be scheduled and approved in advance by the Director of Operations and /or administrator in charge. For purposes of this section, the classifications are: 1) Custodial; 2) Maintenance and; 3) Grounds. The utility person and the food truck driver are classified as grounds employees and will be included in the grounds overtime rotation. It is understood that the grounds person in charge of making the calls for snow plowing for the week will receive two (2) hours pay at the rate of time and one-half, for being in charge of making the calls for that week.

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

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

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

- A. The work week shall start at 12:01a.m. on Monday of each week for purposes of computing regular pay and overtime pay. Upon fourteen (14) calendar days written notice to the Union, the Employer may designate a work week of Tuesday through Saturday for one utility position and one newly created outside maintenance and maintenance position. In computing the work week, legal holidays (as defined in holiday provisions, and any other working day that is allowed on the school calendar) will be considered as an eight (8) hour day worked for Custodial, Maintenance and Outside Maintenance employees for purposes of computing regular pay, but not for purposes of computing overtime pay. Grounds personnel will be available to cover evening events on a weekly rotation basis provided one week notice is given. Individuals covering evening events will be assigned an afternoon shift.
- B. 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, as defined in paragraph "F" below, 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 provided the employee (with the exception of food service employees) has 24 days of accumulated sick leave, or in cases where the employee has less than four years of seniority, he/she must not have used over half of the earned sick days, to be eligible for overtime. (Example: An employee who has worked for one year must have six or more days of the 12 days of sick time earned to be eligible for overtime pay.) Sick days do not count as days worked unless one has greater than 50% of the earned sick days or more than 24 sick days accumulated. The superintendent or designee may make exceptions in situations where an employee has been hospitalized for an extended period of time or where the severity of one's condition justifies the use of sick days.
- 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. If a school building is open to the general public for the situation listed below, the employer will have one (1) bargaining unit member with the appropriate classification/title on duty:

1. All building rentals for which a fee is charged.
2. All events, which charge fees and/or admissions, with the exceptions of events for which clean up is performed by students and/or advisors.
3. The use of the kitchen when the following large equipment is utilized: stoves, ovens, cookers and convection ovens.

This section shall not be construed as limiting District's right to determine the need for services of a bargaining unit member for meetings or events open to the general public which are not listed above, special meetings not open to the general public and events which are scheduled for Lakeview staff or students only. If custodial and/or maintenance personnel are not called for service in the above instances, custodians and/or maintenance personnel will not be held responsible for the condition of the used buildings for events at the conclusion of such events.

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

14. HOLIDAYS

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

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

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

16. VACATION FOR CUSTODIAL, MAINTENANCE AND OUTSIDE MAINTENANCE EMPLOYEES

- A. Vacations for employees will be granted at such times during the year as are suitable considering both the wishes of the employees and the efficient operation of the department concerned provided, however, that express permission from the Employer is required for more than one-half of the custodians from the same building to be on vacation at the same time.
- B. Vacation Dates shall be arranged through the office of the employee's immediate supervisor and building principal. In case of conflicts, vacation periods shall be granted according to seniority. Except in the case of an emergency, a request for vacation shall be submitted at least twenty-four (24) hours in advance of the desired commencement date. Failure to satisfy this time line shall constitute grounds for denying a request for vacation. The employee's immediate supervisor shall have discretion to waive this time line.
- C. If an employee is under the care of a duly licensed physician and hospitalized or confined to his/her home due to illness during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through one (1) year, he/she may be awarded payment in lieu of vacation.
- D. 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.

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

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

19. LAYOFFS

- A. The word "layoff" means a reduction in the work force in excess of that attributable to normal attrition.
- B. For purposes of layoffs, the layoff of employees classified as food service employees will be handled separately from the layoff of employees classified as custodial and maintenance and grounds employees. Layoffs will be within each of these separate classifications. If the employer determines a layoff is necessary, the following procedure shall be mandatory:

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

- C. Custodial, Maintenance and 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 the time the layoff becomes effective.

- E. An employee on layoff shall be allowed to remain in the insurance group by paying the appropriate monthly premiums.
- F. Substitutes and/or temporaries will be called from the current pool of those on layoff status, without regard to seniority status. If none of the personnel in this pool are available for substituting, or cannot be reached by phone, needed substitutes will be hired from whatever source is available.
- G. Employees (on layoff status) hired either as substitutes or to fill temporary additional positions, will be paid at the substitute rate. For purposes of this Section, an employee is a substitute if he/she is hired to temporarily replace a member of the bargaining unit who is temporarily absent and intends to return. NOTE: If a laid-off employee substitutes in excess of twenty (20) consecutive days, he/she will be paid at step one of the Custodial Classification 1 rate. If a laid off employee opts to keep his/her insurance at his/her own expense, said employee will have his/her insurance paid after twenty (20) consecutive days worked.
- H. A Food Service employee whose position is eliminated may claim only the least senior position in his/her classification. If there is none, the employee will claim the least senior position in the next lower hourly position until the least senior person is eliminated. The employee shall be offered the first opportunity to return to his/her former position for two (2) years. A Custodial, Maintenance or Outside Maintenance employee whose position is eliminated may claim only the least senior position in his/her classification until the least senior person is eliminated. The employee will be offered the first opportunity to return to his/her position in his/her classification for two (2) years. Any Custodial, Maintenance or Outside Maintenance employee whose full-time position is eliminated may claim the least senior position provided the individual employed in the part-time position has less seniority. An employee may claim a position pursuant to this section only if he/she is qualified for the position.
- I. A Food Service employee transferred as above (H.) shall be allowed to bid on any job vacancies or new positions. A Custodial, Maintenance or Outside Maintenance employee transferred as above (H.) shall be allowed to bid on any job vacancies or new positions.
- J. For purposes of layoff, the Union Chapter Chair and stewards shall be considered to have "super seniority" and to be at the top of their respective seniority list.
- K. The operations director will provide notice of available summer custodial work to food service staff by May 15 each year.

20. RECALL PROCEDURE

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

21. RESIGNATIONS

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

22. TRANSFER OUT OF BARGAINING UNIT

- A. If an employee is transferred to a position with the Employer not included in the bargaining unit and is thereafter, within ninety (90) days transferred back into a position within the bargaining unit he/she shall retain all rights accrued, including seniority from date of original transfer for the purpose of any benefits provided for in this Agreement.
- B. An employee who is transferred back into the bargaining unit after ninety (90) days, may be only transferred to a vacant position and retain seniority from the date of original transfer from the bargaining unit.
- C. If a position is unfilled because the employee who held the position is transferred to a position with the Employer not included in the bargaining unit, the position will be filled with a probationary hire within ten (10) days. If the position becomes a vacancy, it shall be filled in accordance with Section 24 of this agreement.
- D. 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.

24. VACANCIES AND NEW POSITIONS

- A. For the purposes of this article, a vacancy shall be defined as a position in the bargaining unit which is unfilled because it is newly created or because the person holding that position severed his/her employment with the employer or the person holding that position has transferred to a non-bargaining unit position and not returned after ninety (90) days or transferred to a bargaining unit position and not returned after the trial period. The Employer shall decide whether to fill a vacancy within ten (10) days of the date it is created and shall notify the Chapter Chair, in writing, promptly after any determination to not fill a vacancy. All vacancies that the Employer, in its discretion, determines should be filled shall be posted in a conspicuous place in each building in the District for two (2) working days. The term working days shall be defined as days when the District's Central Office is open for business. Transfers of bargaining unit members to fill vacancies that the Employer has determined should be filled shall occur within ten (10) work days of the date the posting period is completed. Vacancies that the Employer has determined should be filled and which are not filled by transfers of bargaining unit members will be filled within thirty (30) work days with a probationary hired employee.
- B. Employees interested shall apply for the position by signing the bid posting within the two (2) day period. All bids shall be posted for two (2) days no later than the second workday of the week. The selected employee shall be notified of the awarded position. He/she

must accept or reject the position of award at the time of notification. If accepted, the employee will be placed into the new position within five (5) workdays.

- C. Vacancies shall be filled on the basis of qualification, ability, past performance, work related experience inside and outside the District and seniority. The following shall apply:
 - 1. The selected employee shall be granted a four (4) week trial period to determine:
 - a. Ability to perform the job; and
 - b. Desire to remain on the job.
 - 2. In the event the senior applicant is denied the job, reasons for denial shall be given, in writing, to such employee and the Chairperson of the Union.
- D. During the four (4) week trial period, the employee shall have the opportunity to revert back to his/her former classification and wage. If the employee is unsatisfactory in the new position, notice and reasons shall be provided, in writing, to the employee and the Chairperson of the Conference Committee. The matter may then become a proper subject for a Conference Committee meeting; it is also agreed that if the results of said meeting are not acceptable to the union, the matter may be referred to the grievance procedure, at the second step. If the grievance is not granted, the employee shall be continued in his/her former classification and wage.
- E. During the four (4) week trial period, the employee will receive the rate for the job he/she is performing.
- F. In situations where Food Service employees are requested to work in a higher paying position for the purpose of covering for an employee who is on a long-term illness (30 days or more), or filling a vacancy, the Board will pay such employee the higher rate from the first day of said service. In situations where Custodial, Maintenance and Grounds employees are requested to work in a higher paying position for the purpose of covering for an employee who is on a long-term illness, or filling a vacancy, the Board will pay such employee the higher rate from the first day of such service. This section shall not apply in a situation where a custodial employee is filling in for an employee on vacation, unless the employee is filling in for a vacationing head custodian in a building that has more than two (2) full-time regular custodians.
- G. The employer agrees that any movement of employees not covered above, shall first be discussed with the Union.
- H. For purposes of Section C and D of this article, the classifications are those designated in the salary schedule.

25. VETERANS

- A. **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 to earn twelve (12) days sick leave with full pay per school year at the rate of one (1) day per month worked. This leave is cumulative; and if not used, carries over to subsequent years in full, with the limitation that the employee may not accumulate such sick leave in excess of two hundred ten (210) days. Food Service employees employed by the District will be allowed to earn ten (10) days sick leave at the rate of one (1) day per month worked. Sick Leave for Food Service may not accumulate in excess of one hundred eighty (180) days. These days will be paid at the average hours worked per day. Sick leave may only be used for the personal illness of the employee.
- B. The Superintendent or designee can, in his/her sole discretion and at the District's expense, order a medical report or a physician's examination concerning the health of an employee.
- C. The Employer may require an Employee to submit a Doctor's note acquired at the Employee's expense if the Employer suspects such leave is being abused based upon the Employee's excessive absenteeism or a pattern of absenteeism. Written notice will be sent to an employee suspected of abuse.
- D. A doctor's note required of an employee who is absent shall at least identify the date the employee is expected to be able to return to work. A doctor's note requested of an employee who is returning to work after an absence shall at least: 1) identify any work restrictions and 2) identify the duration of the restrictions.
- E. An employee who is absent due to illness or disability shall be entitled to a leave of absence for one (1) year. After sick leave is exhausted, the remainder of the leave shall be unpaid. Additional unpaid leave may be granted in the discretion of the Employer. The employee may be terminated if he/she is unable to return to work upon expiration of the leave of absence.
- F. The Employer and Union agree that employee attendance is important and that the Employer's operations are adversely affected when employees are absent. Therefore, the Employer and Union agree that abuse of sick leave and other types of leaves permitted under this Agreement constitutes grounds for discipline.

27. WORKERS' COMPENSATION LEAVE

Any employee who experiences an injury or disease sustained or contracted during the course of his employment by the Lakeview School District shall immediately report same to the District Business Office to permit timely notification to the District's Workers' Compensation insurance carrier. The District will continue the employee on paid status until

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

29. FUNERAL LEAVE

Employees may take up to five (5) 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, an individual for whom the employee is acting in loco parentis and who is residing with the employee, or an individual who is a dependent of the employee and in the employee's immediate household. Employees who wish to attend the funeral of a fellow or former employee or employees who serve as pallbearers at the funeral of a fellow or former employee will be paid during the time they must be off the job.

30. POLITICAL LEAVE

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

31. JURY DUTY LEAVE

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

32. RETIREMENT

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

In cases where the Custodial, Maintenance, 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. Employees receiving not less than \$1,000.00 of accumulated sick leave upon retirement shall have this pay deposited in the District's Special Pay Plan.

33. FAMILY LEAVE

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

34. HEALTH EXAMINATIONS

All Custodial, Maintenance, and 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 result of this examination is to be provided without cost to the employee. A TB test as required in accordance with law will be provided by the employee without cost to the employee.

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

35. DRUG TESTING

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

All drug and alcohol testing shall conform to the Department of Health and Human Services Federal Drug Testing Custody and Control Guidelines (DHHS Guidelines), as amended. The Standard of Care required by the DHHS Guidelines may not be evaded or diminished, but specific elements may be modified by this contract.

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

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

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

36. UNION SECURITY

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

37. UNION DUES, INITIATION FEES AND SERVICE FEES

- A. After employees who desire to join the Union have served the probationary period, employees who desire to join the union shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues Form provided by the Union. After Employees who do not desire to join the Union have served the probationary period, they shall tender the service fee by signing the Authorization for check-off of service fee form provided by the Union.
- B. Upon proper presentation of the Forms identified in section A to the School Business Office, the Employer agrees to deduct Union membership dues levied in accordance with the Union and service fees from the pay of each employee who has executed the Authorization.

38. 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.

39. BARGAINING UNIT WORK

Supervisory employees, other employees of the District who are members of other unions, shall not be permitted to perform Custodial, Maintenance, and Outside Maintenance and Food Service employee's work except in cases of emergency arising out of unforeseen circumstances which call for immediate attention, instruction or training of employees, including the demonstration of the proper method to accomplish the task assigned and except the occasional performance of minor tasks, such as the occasional delivery of materials and supplies. This will not preclude the use of high school students hired under Federal or State funded programs and District work experience programs, provided they are not used to reduce, displace, or replace the hours of bargaining unit employees. Administrators and supervisors may operate District vehicles, in special needs situations, where bargaining unit employees are not readily available and where it does not reduce, displace or replace the hours or scheduled overtime of bargaining unit employees. It is further agreed that students may pick up papers, and do other minor policing of the grounds. This Article shall not be construed as preventing non-bargaining unit members from performing work performed in the past by non-bargaining unit members.

40. RATES FOR NEW POSITIONS

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

41. INSURANCE

The District will provide to full-time Custodial, Maintenance, Grounds and Food Service employees who work at least seven (7) hours per day, premium payments for health, life, dental and vision insurance to such employees needing such coverage for:

MESSA-PAK A

- | | |
|--------------------|--|
| 1. Health | MESSA Choices II. (Specifications shall include a \$10.00/\$20.00 prescription co-payment) (Medical plan includes \$5,000 Basic Term Life) |
| 2. Dental | Delta Dental: 100/80/80: \$1,000 |
| 3. Vision | VSP 2 |
| 4. Negotiated Life | \$10,000 |

2007-2008 The Employee will contribute \$10.00 per month, which amount will be payroll deducted from the enrolled employee's wages. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.

2008-2009 The Employee will contribute \$10.00 per month, (or a greater amount as determined by the formula described below) toward the premium obligation of the MESSA Insurance premium. The District's premium payment obligation shall be limited to 107.5% of the monthly amount paid by the District in the previous school year for each eligible employee plus one-half of any increase over 107.5% of the monthly amount paid by the District in the previous school year for each eligible employee. Any remaining premiums (i.e. over the District's contribution as specified in the article) shall be the responsibility of the employee enrolled and shall be payroll deducted and forwarded by the District to the appropriate carrier. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.

2009-2010 The Employee will contribute \$10.00 per month, (or a greater amount as determined by the above formula) toward the premium obligation toward the MESSA Insurance premium. The District's premium payment obligation shall be limited to 107.5% of the monthly amount paid by the District in the previous school year for each eligible employee plus one-half of any increase over 107.5% of the monthly amount paid by the District in the previous school year for each eligible employee. Any remaining premiums (i.e. over the District's contribution as specified in the article) shall be the responsibility of the employee enrolled and shall be payroll deducted and forwarded by the District to the appropriate carrier. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.

The District will provide any Food Service employee hired after January 1, 2005, who works at least seven (7) hours per day, single subscription coverage BCBC Community Blue Option 2, \$15 OV \$100/200 deductible with Prescription Drug Plan \$10/\$40 w/MOPD2X, PCD, PDCM .

For subsequent school years, the District's premium payment obligation shall be limited to 107.5% of the monthly amount paid by the District in the previous school year per each eligible employee plus one-half of any increase over 107.5% of the monthly amount paid by the District in the previous school year for each eligible employee. Any remaining premiums (i.e., over the District's contribution as specified in this article) shall be the responsibility of the employee enrolled and shall be payroll deducted and forwarded by the District to the appropriate carrier. All payments by the District for insurance coverage shall be paid directly to the appropriate carrier.

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

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

For eligible full-time Custodial, Maintenance, Grounds and Food Service employees not needing the health insurance coverage, the District will provide the following:

MESSA-PAK B

- | | |
|------------------------------------|----------------------------------|
| 1. Dental | Delta Dental: 100/80/80: \$1,000 |
| 2. Vision | VSP 2 |
| 3. Negotiated Life | \$15,000 |
| 4. Cash Stipend of \$350 per month | |

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

MESSA-PAK B

- | | |
|--------------------|----------------------------------|
| 1. Dental | Delta Dental: 100/80/80: \$1,000 |
| 2. Vision | VSP 2 |
| 3. Negotiated Life | \$15,000 |

42. DURATION OF AGREEMENT

This agreement shall become effective as of the date it is ratified by the parties and shall remain in full force and effect for a period of three (3) years thereafter, until June 30, 2010. Increase in pay will be retroactive to July 1, 2007.

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

For the Union:

Rick Harman

Brian X. Ruff

Charles R. Clines

Denise A. Wilson

For the Employer:

John Rosgest

**LAKEVIEW SCHOOL DISTRICT
CUSTODIAL MAINTENANCE SALARY SCHEDULE
2007-08, 2008-09, 2009-10
2.5%, 2%, 2%**

CLASSIFICATION 1 – Second Shift

Step 1	2007-08	2008-09	2009-10
1	14.13	14.41	14.70
2	14.40	14.69	14.98
3	14.55	14.84	15.14
4	14.67	14.97	15.27
5	14.95	15.25	15.55

CLASSIFICATION 2 - Head Custodians

Step 1	2007-08	2008-09	2009-10
1	15.15	15.45	15.76
2	15.43	15.74	16.06
3	15.55	15.86	16.18
4	15.71	16.02	16.34
5	16.22	16.55	16.88

CLASSIFICATION 3 – Middle School Head, Grounds, Floater, Food Truck Driver

Step 1	2007-08	2008-09	2009-10
1	15.86	16.18	16.50
2	16.14	16.46	16.79
3	16.28	16.60	16.94
4	16.43	16.76	17.10
5	16.82	17.15	17.50

CLASSIFICATION 4 - Skilled Maintenance, Pool Maintenance

Step 1	2007-08	2008-09	2009-10
1	16.56	16.90	17.23
2	16.85	17.19	17.53
3	16.99	17.33	17.68
4	17.12	17.47	17.82
5	17.51	17.86	18.22

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

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

**LAKEVIEW SCHOOL DISTRICT
FOOD SERVICE SALARY SCHEDULE
2007-08, 2008-09, 2009-10
2.5%, 2%, 2%**

CLASS 1 - Cashiers

Step 1	2007-08	2008-09	2009-10
1	8.47	8.64	8.81
2	9.02	9.20	9.38
3	9.56	9.75	9.94
4	10.09	10.30	10.50
5	10.63	10.85	11.06

CLASS 2 - Lead Servers

Step 1	2007-08	2008-09	2009-10
1	7.99	8.15	8.31
2	8.52	8.69	8.87
3	8.99	9.17	9.35
4	9.60	9.79	9.99
5	10.16	10.36	10.57

CLASS 3 - Cooks

Step 1	2007-08	2008-09	2009-10
1	8.45	8.62	8.79
2	9.13	9.31	9.50
3	9.81	10.00	10.21
4	10.47	10.68	10.89
5	11.16	11.38	11.61

CLASS 4 - Head Cooks

A person in the position of Head cook will receive a \$.75 per hour premium on the appropriate step on the Class 3 Salary Schedule

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

TABLE OF CONTENTS

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

32. Retirement	17
33. Family Leave	17
34. Health Examinations	17
35. Drug Testing	17
36. Union Security	18
37. Union Dues, Initiation Fees and Service Fees	18
38. Severability	18
39. Bargaining Unit Work	19
40. Rates for New Positions	19
41. Insurance	19
42. Duration of Agreement	21
Wage Scale for Custodial, Maintenance and Grounds	22
Wage Scale for Food Service	23

Letter of Agreement

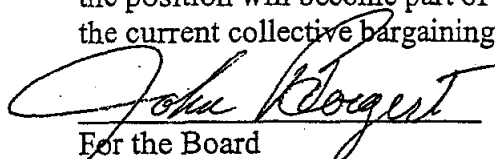
Between

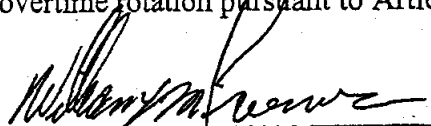
Lakeview School District and AFSCME Local Chapter 331

Custodial, Maintenance, Outside Maintenance and Food Service

Employees of Council 25

In the fall of 2006, district custodial employees will be transferred out of the junior high and Territorial School to the new middle school. David Wood has the highest seniority of the employees affected by this move. He currently works at Territorial School, and because of his seniority, is awarded the Japanese Saturday School assignment. It is agreed that this Saturday School position will remain in effect and will not be part of the transfer to the middle school. This position is not part of the transfer, and David Wood will remain eligible for this position. Should David not be available for this assignment, the position will become part of the District overtime rotation pursuant to Article 12 G of the current collective bargaining agreement.


For the Board


For the Union

8-24-06
Date

8/24/06
Date
Rick Harmon
Charlie Clino