

AN UNDERSTANDING
BETWEEN THE
LAKE COUNTY DISTRICT R-1 SCHOOL BOARD
AND
LOCAL 547, COUNCIL NO. 76, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO
CONCERNING POLICIES AND PRACTICES APPLICABLE
TO NON-CERTIFIED EMPLOYEES, SHOWN IN THE RECOGNITION
CLAUSE

PREAMBLE

This Understanding entered into by the School Board of Lake County School District R-1, hereinafter referred to as the Administration and Local 547, Council No.76, America Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion and maintenance of harmonious relations between the Administration and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

RECOGNITION

The Administration recognizes the Union as the bargaining agent for the following employees: custodians, bus drivers, food service personnel. This recognition is as a result of the election conducted among eligible employees at the Leadville Area Labor Center on May 2, 1969.

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ARTICLE I

UNION SECURITY

SECTION 1. MODIFIED UNION SHOP

Each employee who is now a member of the Union and is covered by this Understanding shall, as a condition of employment, maintain his/her membership in the Union. Each employee covered by this Understanding shall, as a condition of employment, become a member of the Union thirty (30) days after his/her hiring date or the effective date of this Understanding, whichever is later, and maintain membership in the Union.

All full-time employees listed under the three classifications (bus drivers, food service, and custodians) must meet all union requirements and standards as stipulated in the current negotiated contract.

Employees who fail to comply with this requirement shall be discharged by the Administration within thirty (30) days after receipt of written notice to the Administration from the Union.

Part-time employees shall not be required, as a condition of employment, to maintain membership in good standing for the purposes of this Understanding during the summer months.

During new employee orientation the Administration shall provide any newly hired employee covered by this agreement written information outlining the provisions of this agreement. The Union shall provide the written information to Administration for dissemination to all newly hired employees.

SECTION 2. PROTECTION OF ADMINISTRATION

The union agrees that the Administration and the School Board and the School District shall be held harmless against any claims, suits, judgments or liability of any sort arising out of any action taken by the Administration against an employee because of such employee's failure to maintain his Union membership under this Article.

SECTION 3. EMPLOYEE'S RIGHTS

The Administration will not in any way interfere with the rights of an employee to join or to remain a member of the Union, and the Union will not physically intimidate or coerce any employee in joining the Union or continuing his membership therein.

SECTION 4. SAFETY COMMITTEE

The Union and the Administration shall establish a Safety Committee composed of the Superintendent or his/her designee and three (3) members of the Union, one from each department: food service, custodial, and bus drivers; for the purpose of promoting the health and safety of the employees of the

school district. Such committee shall meet, at least 2 times a year, for the purpose of reviewing all health and safety factors and measures needed to resolve problems within the committee's jurisdiction.

The Union Management will meet quarterly to discuss issues of concern. These meetings shall be held at set times to be agreed upon by the parties. Present for the Union and Management shall be a representative for; food service, custodial and bus driver. The Business Agent and the Superintendent or his/her designee may be present at any of the meetings. The parties shall exchange agendas at least five days before the scheduled meeting. This will be considered work time for the Union members in attendance. These meetings are to discuss all issues not individual concerns.

SECTION 5. CONTRACTING OUT WORK

The Administration shall not contract out work normally and regularly performed by custodians in the performance of their duties. This provision shall not limit the rights of the Administration to contract out as provided by law.

The Administration shall have at least 12 but no less than 8 district Bus Drivers on staff during the school year. Only in an emergency situation where there are not enough applicants to fill the positions can the Administration temporarily fill their needs with contract drivers.

SECTION 6. CHECKOFF

The Administration agrees to deduct the Union membership initiation fee, assessment and, once each month, dues from the pay of those employees who individually request, in writing, that such deductions be made. The amount to be deducted shall be certified to the Administration by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the treasurer once each month after such deductions are made. This authorization shall be revocable upon written notice to the Administration and the Union by the employee. This will not preempt the employee's responsibility under Article I, Section 1 of this Understanding

ARTICLE II

EVALUATION, DISCIPLINE, DISMISSAL AND GRIEVANCE PROCEDURE

SECTION 1. EMPLOYEE EVALUATION

It is the belief of the district that it is the right of all employees to have due process in the evaluation procedure. It is also the belief that the primary function in employee evaluation is for the improvement of that employee.

All classified employees covered under this contract will be evaluated once yearly by their immediate supervisor. This evaluation will be done using a

district data collection instrument. In addition, they will also be evaluated informally on a continuous basis using defined criteria.

SECTION 2. DISCIPLINE AND DISMISSAL

The District will base all discipline and dismissal actions on just cause, except for layoffs. All discipline and dismissal actions may be appealed through the grievance procedure.

1. The district shall utilize progressive discipline in dealing with its employees. Prior to issuance of dealing with its employees. Prior to issuance of reprimands for minor kinds of deficiencies or offenses, supervisors will informally counsel and instruct employees about necessary improvements in their work performance and/or behavior. The supervisor will keep a record of these informal meetings in the personal personnel file.
2. The supervisor will maintain personal personnel files on each of his/her employees. These files shall be used solely to document concerns, which may lead to discipline measures. Employees shall be made aware of the documented concerns. Such documentation of minor deficiencies or offenses which are over one (1) year old will not be admissible in any grievance procedure.
3. The normal sequence of disciplinary actions shall be as follows:
 - a. Written Reprimand I
 - b. Written Reprimand II
 - c. Suspension
 - d. Pre-termination Suspension
 - e. Termination
4. Exceptions: Specific infraction(s) may arise which require the omission of one or more of the intermediate step(s) in this article and which require a written reprimand, immediate suspension of an employee without pay, and/or a recommendation that they be terminated. The recommendation for suspension or termination requires the approval of the principal and the superintendent.
5. Employee Reprimand: If the immediate supervisor has reason to reprimand an employee, it shall be held in private away from the presence of pupils, parents, other employees or the public.
6. Written Reprimand I: If an employee's job performance is unsatisfactory, specific infractions(s) will be brought to their attention by their immediate supervisor, and an opportunity will be given them to address these issues. This reprimand will be followed by a written summary outlining

the points covered and requirements necessary for the employee to improve. A copy will be placed in the employee's personnel file, and one copy retained by the supervisor.

7. Written Reprimand II: If related infraction(s) occur(s), the employee will be notified in writing that failure to correct or improve will result in a recommendation to the superintendent or his/her designee that they may be suspended without pay. A copy will be retained by the supervisor.
8. Suspension/Termination: A pre-disciplinary meeting shall be held prior to suspension, disciplinary demotion or termination of any employee covered under this contract. The employee will be notified in writing of the date and time of the pre-disciplinary hearing. The notice will be given at least five working days before the meeting to allow the employee time to notify the Union and have a steward present. If the recommendation for suspension, disciplinary demotion or termination is upheld by the superintendent, he/she will communicate the decision to the employee via certified delivery.
9. Union Representation: On request, employees have the right to union representation when receiving any disciplinary action. The employee shall be responsible for arranging representation prior to the scheduled meeting.

SECTION 3. EMPLOYEE COMPLAINTS

An employee who has a complaint shall first make an effort to discuss the matter with his/her supervisor within two (2) days after the occurrence of the incident. If the person complaining is not satisfied with the disposition of his/her complaint, or no decision has been rendered within five (5) working days after the presentation of the complaint to his/her supervisor, he/she may file a complaint within fifteen (15) working days after the complaint was presented to the supervisor. Such complaint shall be filed by the Union with the superintendent's office within two (2) work days after receiving such written complaint.

SECTION 4. EMPLOYEE GRIEVANCES

STEP 1

Should the complaint concern the application, meaning or interpretation of this Understanding and continue to remain unadjusted, a grievance may be filed and attempts made to settle it in the following manner:

The employee shall take up the grievance or dispute with the employee's immediate supervisor at the end of his/her working shift or within two working days after the incident occurred. The supervisor shall then attempt to adjust the matter and shall respond to the employee within three (3) working days. Those

cases which have been processed under Section 1 and determined to be a grievance shall be processed as having occurred at the time of the superintendent's answer and processed as a grievance at the Step 2 level.

This procedure shall not in any way relieve the employee of the responsibility of performing work assigned to him/her, unless it violates a substandard safety or health hazard. The employee will perform the work assignment in question and then may file a grievance on the matter in question.

STEP 2

If a grievance has not been settled, it shall be presented in writing to the superintendent or his/her designated representative. The superintendent shall respond to the employee in writing within three (3) working days.

STEP 3

If a grievance still remains unadjusted, it shall be presented to the school board in writing within five (5) days of receipt of the superintendent's decision. The board shall issue a written decision within ten (10) days following the regular school board meeting.

STEP 4

If the grievance remains unsettled as a result of completing steps provided in Section 1, Section 2, and Section 3 of this Article, such grievance may be processed to mediation if agreeable to both parties. The parties shall then request the Federal Mediation and Conciliation Services to provide staff assistance without cost to the parties. Meetings between the parties may be separately or together at the request of the mediator. If mediation fails in whole or in part, the mediator shall report the grievance issues that remain in dispute to the respective parties.

ARTICLE III

ADMINISTRATION RIGHTS

SECTION 1.

a) Nothing in this writing shall be construed in any way as abridging or reducing the authority conferred by law upon the Administration.

b) The supervision and control of all operations and the direction of all working forces, including the right to hire, promote, suspend or discharge for proper cause, or to transfer employees or to relieve employees from duty because of lack of work or for other reasons, are vested exclusively in the School Board through its Administration, subject to the terms of this understanding.

SECTION 2.

a) In case of disciplinary action, the cause for same shall be in writing and filed with the employee, Union and Administration and signed by the

complainant. The employee may appeal such action in accordance with the Grievance Procedure.

b) Employees may be disciplined, demoted, suspended or discharged for just cause by the Administration, but no profane or abusive language shall be used to employees by supervisory personnel of the district. Just cause shall include improper conduct, insubordination, dishonesty or other actions of a serious nature.

c) Employees may be disciplined by the Administration for violation of this Understanding, subject to the employee's rights under the Grievance Procedure.

SECTION 3.

a) Nothing in this Understanding shall be construed to limit or impair the right of the Administration to exercise its own discretion in determining who to employ as a temporary employee or who to employ as a permanent employee, subject to the terms of this Understanding.

ARTICLE IV

DEFINITIONS

SECTION 1. FULL-TIME EMPLOYEES

A full-time employee is a person who would work four (4) or more hours a day through the entire school year to include Thanksgiving Break, Christmas Break, Easter and Spring Break.

SECTION 2. PART-TIME EMPLOYEES

A part-time employee is a person who would work less than four (4) hours a day and less than twenty (20) hours a week.

SECTION 3. REGULAR and Co-BUS DRIVER

A regular driver shall be a driver hired to drive children to and from school, including kindergarten runs. Regular drivers may apply to drive activity trips on any day.

SECTION 4. RELIEF BUS DRIVERS

A relief bus driver is a temporary employee hired to fill in on bus runs when a regular driver is unable to drive his/her regular run. Such temporary employees shall not be covered by the terms of this Understanding.

SECTION 5. PERMANENT HIRE DATE

Any employee who works four (4) hours a day and twenty (20) hours per week will, after 30 consecutive working days, establish a permanent hire date.

- a. Definition - Permanent hire date means first day of service when seniority begins. If there is a break in continuous service as defined in Section 4, a new hire date will be established.

SECTION 6. IMMEDIATE FAMILY MEMBER

An immediate family member shall include an employee's spouse, parent, children, brother, sister, grandparent, father-in law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren and domestic partner.

ARTICLE V

SENIORITY

SECTION 1. DEFINITION

Seniority means an employee's length of continuous service with the Administration since his/her last date of hire.

SECTION 2. SENIORITY LISTS

Every six (6) months the Administration shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted.

SECTION 3. BREAKS IN CONTINUOUS SERVICE

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement.

SECTION 4. PROMOTIONS

The term "promotion", as used in the provision, means the permanent advancement of an employee to a higher pay position, including any management position. An employee promoted under the provision of this Section shall remain in a sixty (60) day trial period. Should he/she fail to become permanently assigned during the trial period, he/she shall be returned to a former position. Whenever a job opening occurs in any existing job classification or as a result of the development or establishment of a new job classification as shown in the Recognition Clause, a notice of such opening shall be posted on all bulletin boards for three (3) working days.

During the period, employees who wish to apply for the open position or job, including employees on layoff, may do so. The application shall be in writing and it shall be submitted to the superintendent. All other factors being relatively equal, the Administration shall fill the opening by promoting from among the applicants, the employee with the longest continuous service.

SECTION 5. LAYOFF

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority within their classification.

SECTION 6. RECALL

An employee shall remain on the recall list for the period of one (1) year after his/her date of separation. Employees shall be recalled in classification from layoff according to their seniority. No new employee shall be hired until all employees on layoff status desiring to return to work have been recalled. Bus drivers shall return on the beginning of the new school term. Cooks shall return the day prior to the first day of school for students. Such employees shall notify the administration by August 1, annually, of the employee's intention. A bus driver who has indicated a desire to return to work shall be responsible for starting on the first day of school or not be continued as a regular driver. A cook who has indicated a desire to return to work shall be responsible for starting on the day prior to the first day of school or not be continued as a regular cook. The only exception shall be an emergency illness or disability.

SECTION 7. SUMMER CUSTODIAL WORK

When it becomes necessary to employ additional employees for summer custodial work, food service personnel and bus drivers shall be given first opportunity to fill those positions, based on seniority. It is specifically agreed that the employee must be qualified to perform the work available.

When food service personnel or other nine (9) month employees are used for summer custodial work, such employment will receive custodian rates.

ARTICLE VI

MEDICAL INSURANCE AND PENSION

SECTION 1.

The Administration will provide single health, dental, vision and life insurance to all Union employees working 20 -29 hours per week. These employees will have the option to buy up to family insurance. For employees working 30 hours or more per week, administration will provide single or family insurance. (Bus drivers will be allowed to include special trip hours towards their total hours for the week). Union employees will be required to follow district health and dental guidelines. All participating employees will be treated equally and will be required to pay a portion of the premium, which will be determined yearly. Any change or proposed change, with regard to the district's insurance provider and/or policy, will be brought before the union prior to the change.

ARTICLE VII

WAGES AND ALLOWANCES

SECTION 1. WAGE SCHEDULE

Employees shall be compensated in accordance with the following salary schedule:

<u>POSITION</u>	<u>RANGE</u>
Custodian I	BASE \$ 10.38/hr.
Custodian II	BASE \$ 11.68/hr.
Bus Drivers	BASE \$ 11.71/hr.
Food Service	BASE \$ 9.50/hr.

SUBSTITUTE PAY SCALE:

Custodian	\$ 10.13
Bus Driver	11.46
Food Service	9.25

All negotiated salary increases to be effective the eleventh of July of each year to coincide with the school district's budget year instead of the employee's anniversary date.

When any position not listed on the wage schedule is established, the Administration may designate a job classification and rate structure for the position. In the event the Union does not agree with the classification and rate of a Union position, the Union shall have the right to submit the issue through negotiated procedure within twenty (20) days.

SPECIAL TRIP ALLOWANCES

Bus drivers shall be compensated at their hourly rate for special trips. When drivers go over 40 hours per week total, they will be compensated at the rate of one and one half times (1 and ½) their regular hourly wage for any additional hours.

In addition to the above, the drivers will be compensated two (2) hours at their regular hourly rate of pay for any trip in which he/she arrives to work and the scheduled trip has been cancelled without prior notice to the employee.

LONGEVITY

All union employees will receive pay increases per the following schedule:

.15	5 years
.25	10 years
.35	15 years
.40	20 years
.45	25 years

Beginning July 1, 1998, employees eligible for longevity increases enter the chart at the years of service they have acquired. Increases are not cumulative.

SECTION 2. CALL BACK PAY

Any employee called back to work prior to the beginning of his/her next regular shift, shall be selected pursuant to Section 2 of Article V and shall be compensated at the rate of time and one-half. An employee called back to work shall be compensated at the rate of time and one half. This provision shall not apply to those employees assigned to and compensated for stand-by purposes. Also, this provision does not apply to callbacks two (2) hours before and in conjunction with the commencement of the regular shift. In this case, the employee will be paid a minimum of (2) hours at the overtime rate. Any employee working temporarily in a lower classification shall be paid no less than his regular rate of pay. Employees will be required to work a minimum of 40 hours per week prior to overtime pay.

SECTION 3. TEMPORARY JOB RECLASSIFICATION

In the event an employee temporarily changes job classifications, the employee will receive \$1.00 per hour regular pay increase.

SECTION 4. SELECTION PROCESS

For the purposes of overtime, additional bus runs, call out time, and temporary job reclassification: The job shall be offered to the employees based

on seniority with the most senior employee who are capable and qualified, given the first opportunity to accept or deny the assignment. Should nobody volunteer, the job will be assigned in reverse order of seniority on a rotating basis. Managers as per individual employee requests may waive the process.

SECTION 5. PARTICIPATION IN SPECIAL MEETINGS

In the event a bus driver is required to participate in disciplinary meetings or view videos related to a student's unruly behavior while being transported to or from school or special trips, the affected driver will be compensated at his/her normal rate of pay. If participation in the meeting would create an overtime situation, the bus driver will be compensated at the overtime rate of pay.

SECTION 6. CATERING

When the nutrition services department of the district is in need of employing an additional caterer, cooks within the site shall be asked first. If the most senior cook at the site declines, the district shall fill the position in accordance to Article V, Section 2 (Seniority lists).

If no cook at the site is willing to step up, the district shall ask any bargaining unit employee who meets the qualifications to fill the temporary position. At no time shall a non-bargaining unit employee be allowed the position before a member of the bargaining unit.

ARTICLE VIII

WORKDAY, WORKWEEK, OVERTIME, VACATIONS AND SICK LEAVE

SECTION 1. WORK DAY

a) **BUS DRIVERS** - All bus drivers shall be scheduled to work on a regular work shift and each shift shall have a regular starting and quitting time on days when children are scheduled for school.

b) **FOOD SERVICE EMPLOYEES** - All employees shall be scheduled to work on a regular work shift and have a regular starting and quitting time, as scheduled by the administration. Employees will have a ten (10) minute coffee break two (2) hours after the beginning of their shift. By mutual consent between the employee and supervisor the break and lunch time may be modified.

c) **CUSTODIAL EMPLOYEES** - Excluding lunch period of thirty (30) minutes, eight (8) consecutive hours work shall constitute a basic work shift for custodians. The lowest employee or employees on the custodian roster may be required to function in another job classification to avert being placed on layoff. Under these circumstances, sentence one of this subsection will not apply. Employees shall have a fifteen (15) minute coffee break two hours after the beginning of their shift and two (2) hours after their meal break. By mutual

consent between the employee and supervisor the break and lunchtime may be modified.

SECTION 2. WORK WEEK

a) **BUS DRIVERS** - The work week shall normally consist of five (5) consecutive, two- (2) or more hour days, depending on the regular run for that driver and the school calendar.

b) **FOOD SERVICE EMPLOYEES** - The work week shall consist of a minimum of twenty-seven and one-half (27 1/2) hours. In unusual circumstances where less time may be required, for example the high school during Spring season and low attendance, the administration may cut the number of hours to those necessary to perform the job. If additional hours are required, they shall be worked by the regular employees available before any temporary employees are called in. If additional help is needed during rush hours, the administration is free to call in a temporary employee. The beginning of an employee's work week may be changed by the administration, but will not be changed after the start of the work week solely to avoid overtime.

c) **CUSTODIAL EMPLOYEES** - The work week will consist of forty flexible hours. Each shift will consist of eight consecutive hours. These hours will not be exceeded without prior approval from the immediate supervisor. Weekend work will be shared equally with the lead custodian.

SECTION 3. WORK YEAR

a) **BUS DRIVERS AND FOOD SERVICE EMPLOYEES** - The work year for bus drivers and food service employees shall consist of the number of days of school attendance in Lake County as established by the Administration.

SECTION 4. OVERTIME

a) **BUS DRIVERS** - When a driver is required to drive additional routes, the driver shall receive pay for all additional driving time.

b) **FOOD SERVICE** - All work performed in excess of eight (8) hours in any one day and forty (40) hours in any one week shall be compensated for at time and one-half (1 1/2) the employee's regular hourly rate. Overtime, under this section, in excess of eight (8) hours will only be worked if written permission has been granted by the superintendent or his/her representative. This language shall remain posted on all bulletin boards at all times.

c) **CUSTODIAL EMPLOYEES** - All work performed in excess of eight (8) hours in any one day and forty (40) hours in any one week shall be compensated for at time and one-half (1 1/2) the employee's regular hourly rate. Overtime under this section, in excess of eight (8) hours will only be worked if permission has been granted by the plant superintendent and principals. This language shall remain on bulletin boards at all times.

SECTION 5. TRAINING

a) **BUS DRIVERS** - All bus drivers will be trained by a qualified, responsible instructor within a reasonable amount of time. Those who fail to take this training will not be considered for driving time. There is to be a list of drivers set up at the first of each school year and each driver who wants out-of-town trips shall sign up then or not drive these trips. Minimum wage shall be paid to the driver during the training period. Fingerprints will be required and paid for by the district. Also, drivers are required to have a CDL license. This will be paid for by the driver, after six months the driver will be reimbursed by the district 1/2 of the cost and full reimbursement after one year of employment.

a) Employees covered by this contract will receive two days of training pertinent to their duties per school year. Training will be given during inservice days.

SECTION 6. HOLIDAYS

a) BUS DRIVERS - The following days shall be recognized and observed as paid holidays for all bus drivers:

- New Year's Day
- President's Day
- Friday before Easter
- Monday first day of spring break
- Memorial Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- December 23rd
- Christmas Eve
- Christmas Day

b) FOOD SERVICE EMPLOYEES - The following days shall be recognized and observed as paid holidays for food service employees:

- New Year's Day
- President's Day
- Friday before Easter
- Monday first day of spring break
- Memorial Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- December 23rd
- Christmas Eve
- Christmas Day

c) CUSTODIANS - The following days shall be recognized and observed as paid holidays for custodial employees:

- New Year's Day
- President's Day
- Friday before Easter
- Monday first day of spring break
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- Day after Christmas

Bus drivers, food service and custodial employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work,

provided the employee works the last scheduled shift prior to the holiday and the next scheduled shift following the holiday or is on authorized leave.

Employees who are required to work on any of the above holidays shall receive time and one-half (1 1/2) their regular pay; in addition to their holiday pay.

SECTION 7. VACATIONS

a) 12 MONTH EMPLOYEES – Only 12 Month employees shall be eligible for an annual vacation with pay as follows:

Service Requirements	Vacation Period
1 to 5 years	10 working days
6 to 10 years	15 working days
11 to 15 years	17 working days
16 to 20 years	20 working days

The rate of vacation pay shall be at the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

In the event an economic situation requires the administration to close all the school complexes down for any administration to close all the school complexes down for any extra period, all custodians will take their vacation during this period.

Vacations will not be granted two weeks before school starts and two weeks before the school year ends. All vacation requests outside this time frame will be considered independently. Requests need to be in writing, ten working days before the vacation begins.

SECTION 8. LEAVES

a) **JURY DUTY - BUS DRIVERS, FOOD SERVICE, AND CUSTODIAL EMPLOYEES** - Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Regular wages shall be paid to employees for each day service. Regular wages shall be paid to employees for each day of jury service, less compensation received from the court.

b) **BEREAVEMENT LEAVE – BUS DRIVERS, FOOD SERVICE AND CUSTODIAL EMPLOYEES –**

1. A leave of absence will be granted to an employee by the Superintendent for death in the employee's immediate family. Bereavement leave shall be allowed for a maximum of five working days.

2. Bereavement leave for the death of a person other than immediate family members may be given upon recommendation by the Superintendent. Such leave shall be on the same terms and conditions as bereavement leave for the death of an immediate family member.
3. Any absence taken by an employee in excess of the allowed bereavement leave shall be taken from the employee's sick leave. If sick leave is not available, the teacher may apply to the superintendent for an extended bereavement.

c) SICK LEAVE - Any employee contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his employment shall receive sick leave with pay as follows:

1. **Eight (8) days per** year may be used for sick leave. Employees shall be eligible for sick leave in accordance with their permanent hire date as set forth in Article IV, Section 5.
2. Accumulation - Employees shall start to earn sick leave from their date of hire and they shall accumulate sick leave to a maximum of ninety (90) days.
3. Employees have the option of accruing earned sick days (eight days per year) and adding them to his/her accumulated sick leave or being paid for unused sick leave, which has been earned in the current year. If the employee elects to be paid for unused sick leave, it will be paid at the substitute's rate of pay. Lake County School District will not compensate any employee for his/her accumulated sick leave over the course of their tenure upon either termination or retirement from the school district.
4. The employer may not request a doctor's statement until after the 3rd day of sickness.

d) PERSONAL LEAVE - Four (4) days per year may be used for personal leave. Two of the personal leave days may be accumulated and used the following year. At any time a maximum of five personal leave days may be accumulated. A maximum of three personal leave days may be "cashed in" or transferred to accumulated sick leave each year.

1. If the employee wishes to request payment for unused personal leave, the request must be made in writing by the last day of the year. Days that are "cashed in" will be paid on the June paycheck of the contract year, and will be paid at the daily substitute rate. Any additional days missed

other than those allowed herein or in the other leave policies, will result in a reduction of pay on a per diem basis.

ARTICLE IX

GENERAL

SECTION 1. PHYSICALS - Physicals shall be taken at the Leadville Medical Center as directed by the administration.

SECTION 2. WORKSHOPS – Employees, covered by this contract, will receive two days training pertinent to their duties per school year. Training will be given during inservice days. Employees required to attend workshops or training sessions shall receive their regular rate workshops or training sessions shall receive their regular rate of pay for each day while in attendance, in addition to necessary expense.

SECTION 3. UNIFORMS – Uniforms will be provided and worn only while the employee is working. An annual footwear allowance of \$100 (one hundred dollars) will be included in the employee's October pay check. Footwear must meet district guidelines. Uniforms should be returned on the last day of employment. In the event they are not returned, the replacement value will be payroll deducted.

SECTION 4. REPORT OFF OF LEAVES - For non-emergency leaves, the employee must report off at least twelve (12) hours prior to their regularly scheduled shift. In case of emergency, the employee must, if possible, report off at least two (2) hours prior to the start of their regularly scheduled shift.

ARTICLE X

DURATION OF UNDERSTANDING

SECTION 1.

This Understanding shall be effective as of the 1st day of July 2010 and shall remain in full force and effect until 12:01 A.M., the 1st day of July 2013 except that matters relating to wages may be reopened annually by the Union or the Administration as provided below. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing on or before January 15th of any year that it desires to modify this Understanding. In the event such notice is given and it is mutually agreed, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This understanding shall remain in full force and be effective during the period of negotiations until

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notice of termination of this Understanding is provided to the other party in a manner set forth in the following paragraph.

SECTION 2.

In the event that either party desires to terminate this Understanding, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR NAMES

This 9th day of November, 2010.

FOR THE UNION:

Cindy Stepovich
Larry E. Snider
Phyllis Salazar
Cheryl Hutchinson AFSU/NE

FOR THE ADMINISTRATION:

Shane Ole-
President of the School Board
Patricia Pheneas
Lena Newfeld