

Agreement Between  
Eastpointe Community Schools  
Macomb County, Michigan  
and

Local 120

Affiliated with  
Michigan Council No. 25

Chartered by  
The International Union  
Of the American Federation  
Of State, County and  
Municipal Employees

October 1, 2021  
to  
September 30, 2024

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# **COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT effective the first day of October 1, 2021 between the Eastpointe Community Schools, Macomb County, Michigan, hereinafter referred to as "Employer" and Local No. 120 affiliated with Michigan Council No. 25 and the American Federation of State, County, and Municipal Employees, hereinafter referred to as the "Union".

Eastpointe Community Schools, Macomb County, Michigan and Local No. 120 affiliated with Michigan Council No. 25 and the American Federation of State, County, and Municipal Employees, agree to the language in this document, which revises and updates the 2018-2020 agreement. (The headings used in this Agreement and Exhibits neither add to nor subtract from the meaning but are for reference only.)

## **ARTICLE 1 - Purpose and Intent**

- 1.1 It is the general purpose of this Agreement to set forth the terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, and the employees, the Union and the community. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees. All parties to this Agreement recognize and subscribe to the principle that the interest of the students and the citizens of the School District are significant, and neither the Employer nor the employee can maintain community respect in the absence of excellent and dependable service.
- 1.2 It is mutually agreed and understood that this Contract shall require the signed approval of Local No. 120, the International Union of the American Federation of State, County, and Municipal Employees, and the Board of Education of the Eastpointe Community Schools, Macomb County, Michigan, parties to this Agreement in order to be binding upon the members of the Union and the School District.

## **ARTICLE 2 - Recognition**

- 2.1 Pursuant to and in accordance with all applicable provisions of Act Number 336 of Michigan Public Acts of 1947 as amended, up to and including Act 379 of the Public Acts of 1965, and Act 176 of Michigan Public Acts of 1939 as amended up

to and including Public Act 282 of 1965, the Employer does hereby recognize Local No. 120, affiliated with Michigan Council No. 25, and the American Federation of State, County and Municipal Employees as the exclusive representative of all and exclusive of secretaries, clerks, patrol officers and food service managers for the purpose of collective bargaining in respect to pay, wages, hours of employment and other conditions of employment, for the term of this Agreement.

- 2.2 This Agreement shall be applied uniformly to all employees within the bargaining unit in the manner specified in this Agreement, and there shall be no discrimination among the employees in the bargaining unit in regards to terms or conditions of employment. The parties further agree that there shall be no discrimination against any employee by reasons of race, creed, color, age, sex, marital status or national origin.

### **ARTICLE 3 - Union Security**

- 3.1 The Union shall impose no discriminatory qualifications for membership by reason of race, color, religious creed, sex, age, marital status, national origin, ancestry or numerical restriction of total membership, unless based upon a bonafide occupational qualification, and the Union shall grant to all members equal voting rights.
- 3.2 The Local Union President will be given timely copies of School Board Agendas, Minutes and the Superintendent's Reports.
- 3.3 If an employee presently covered under the contract applies and is hired by the Eastpointe Community Schools for a position outside the contract, the employee's seniority shall be frozen. Said employee may return to a position covered by the contract between the Eastpointe Community Schools and the Union and shall retain all previously accrued seniority if the position is eliminated by administration due to financial hardship or if the employee is demoted.

Should the employee voluntarily resign from the position, said employee may return to a position covered by the contract between the Eastpointe Community Schools and the Union and shall retain all previously accrued seniority when an open position is available for which said employee is qualified.

- 3.4 An employee who shall tender an initiation fee and the periodic dues uniformly required as a condition of acquiring or retaining membership, or who pays the initiation fee and a sum equivalent to the periodic dues, shall be deemed to meet the conditions of this Article.
- 3.5 Employees shall be deemed to be members of the Union within the meaning of this Article if they are not more than sixty days in arrears in payment of membership dues.
- 3.6 The Employer shall notify the Local President or their Designee of any new employee under the recognition of this Agreement within 10 business days of their date of hire. The notification shall include the employee's name, contact information and work location so the union may meet with the employee at a mutually agreeable time and place to explain the benefits of union membership.

#### **ARTICLE 4 - Probationary Employees**

- 4.1 Probation - every hire shall be considered a probationary employee for the initial sixty (60) working days of his employment. Such probationary employee shall receive a written evaluation of their performance no later than forty (40) working days subsequent to the date of hire. Upon satisfactory completion of the probationary period, the employee shall be deemed to be a regular employee eligible for benefits with the seniority retroactive to the date of hire.
- 4.2 The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and certain conditions of employment.
- 4.3 The Board shall have sole discretion in matters of discipline and discharge of a probationary employee, which shall not be subject to the grievance procedure.
- 4.4 There shall be no seniority among probationary employees.
- 4.5 Upon completion of the probationary period the employee will be considered to have seniority computed from the first day of employment.

#### **ARTICLE 5 - Aid to Other Unions**

- 5.1 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 any such group or organization for the purpose of undermining the Union.

## **ARTICLE 6- Stewards and Union Representation**

- 6.1 The employees shall be represented by one Steward who shall be a regular Employee.

## **ARTICLE 7 - Special Conference**

- 7.1 Special conferences for important matters will be arranged between the Local President and a designated representative of the Employer, upon the request of either party. Such meetings shall be between not more than two (2) representatives of the Employer, and by two (2), but not more than two (2) representatives of the Local Union, unless additional representation is mutually agreed upon by the parties. Arrangements for such special conferences shall be made in advance and a written AGENDA of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference may be held between the hours of 9:00 a.m. and 4:00 p.m. The Local Union members shall not lose time or pay for the amount of time spent in such special conference held during working hours. These meetings may be attended by a representative of the International Union.
- 7.2 The Union representative(s) may meet on Employer's property at a place mutually agreed upon between the Local Union and the Employer for at least one-half hour immediately preceding the special conference. All employees stay in position and do not collect additional premium.

## **ARTICLE 8 - Grievances**

- 8.1 A "Grievance" is defined to be any difference that may arise between the parties hereto as to:
- A. Any matter relative to pay, wages, hours of employment and other conditions of employment.
  - B. Any matter involving the interpretation or violation of any of the provisions of this Agreement.

- 8.2 If a question arises as to whether or not a particular claim of grievance is a "grievance", defined in this Article, the question may be taken up through the grievance procedure herein provided at the written request of either party.

## **ARTICLE 9 - Grievance Procedure**

- 9.1 If an employee, or the Local Union, has a grievance, it shall be presented to the Employer within thirty (30) days and processed under the following procedures:

### **STEP 1**

The employee may either contact his immediate Supervisor or his Shift Steward. If he contacts the Shift Steward, the latter shall report the alleged grievance to the employee's immediate Supervisor who shall endeavor to solve or correct the problem. If the employee contacts the immediate Supervisor, the Steward shall be given an opportunity to be present.

The immediate Supervisor shall meet with the Steward and/or the employee within seven (7) working days from receipt of notice of the alleged grievance. If a grievance is unresolved after an oral meeting, the grievance shall be put in writing and be submitted to the employee's immediate Supervisor within seven (7) working days following the oral meeting, and the immediate Supervisor shall respond to the grievance in writing within seven (7) working days. If the alleged grievance is not solved to the satisfaction of the employee, the Chief Steward or his designated representative shall submit the grievance in writing in duplicate, to the Superintendent or his Designee, within seven (7) working days after receipt of the Supervisor's response. Each grievance shall state the position of the employee or employees, who feel they have a grievance and the desired action of the Employer.

### **STEP 2**

Within seven (7) working days after receipt of the grievance from Step No. 1, the Superintendent or his Designee shall meet and confer with the Local Union President and the Union Grievance Committee on the Grievance. Within seven (7) working days after this meeting the Superintendent or his Designee will issue a written disposition to the Union President.

If the Local Union President is dissatisfied with the disposition, he shall within seven (7) working days request in writing a hearing with the Board of Education to discuss the grievance or grievances. This hearing shall be scheduled by the



Board not to exceed thirty (30) calendar days following receipt of the appeal from the Union President.

Should the grievance involve discharge, suspension, or demotion, it shall be scheduled for the earliest possible Board hearing.

This meeting may be attended by a representative of the Council and/or representatives of the International Union. The Union representative may meet on Employer's property at a place mutually agreed upon between the Local Union and the Employer for at least one-half hour immediately preceding the grievance hearing.

### **STEP 3**

The Board of Education shall answer in writing to the President of the Local Union within seven (7) calendar days following the meeting of the School Board of Education and the Union. If the answer provided is not satisfactory to the Local Union and the Local Union believes that the answer should be appealed, it may refer the grievance to the Council Representative. The Representative of the Council and/or the International Union will review the matter and may within thirty (30) days after the answer referred to above, appeal the grievance to a pre-arbitration panel.

The pre-arbitration panel shall be composed of three (3) representatives of the Employer and three (3) representatives chosen by the Union.

The purpose of the pre-arbitration meeting is to make one last attempt to settle the grievance on a local level before going to an outside third party and expending the funds for the arbitration process.

The members of the pre-arbitration panel shall arrange for a meeting or meetings to discuss the particular grievance. In the event the panel disposes of the matter, it shall cause its disposition to be reduced to writing to be signed by all members of the panel and submitted to the Employer's designated representative and the Local Union.

### **STEP 4**

If, after thirty (30) calendar days from the pre-arbitration meeting, they are unable to agree upon a disposition of the grievance, the grievance may be submitted by

either party to the American Arbitration Association and be governed by their rules.

Request for arbitration by either party shall be made by written notice to the other party within ten (10) days of the expiration of the thirty (30) calendar day period set forth above.

The Arbitrator's decision shall be final and binding on the Board of Education and the Union. The Arbitrator shall have no power or authority to add to, delete from, alter or modify the terms of this Agreement. The Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and argument.

Expenses for the Arbitrator's services and the proceedings shall be borne by the party who loses the arbitration. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available at cost to the other party.

9.2 It is agreed that during the term of this contract, (or during any period of time while negotiations are in progress between the parties for the continuance or renewal of this contract) there shall be no strikes. Strike shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part, from the full, faithful and proper performance of the duties of employment. Nothing contained herein shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

9.3 One steward, as defined in Article 5, shall have not to exceed one (1) hour per day at the beginning and/or end of his shift (but not to exceed five (5) hours per week) to discuss and investigate grievances with the employees with the understanding, however, that neither the stewards nor any of the other employees shall engage in activities during working hours that detract from their productivity, except when it is absolutely necessary to discuss a grievance with the Steward in accordance with the above schedule. All employees stay in position.

- 9.4 Reasonable time as judged by the Superintendent or his Designee may be allocated to the President and/or Chief Steward to conduct or properly process Union grievances or potential grievances during working hours. However, a full report as to the nature of the grievance or potential grievance and time of processing must be forwarded to the Management.
- 9.5 The Superintendent or his Designee may grant additional time, upon request of the Steward involved, to discuss and investigate a grievance. If, in the opinion of the Local Union Executive Board, the Superintendent or his Designee unreasonably refuses to extend such time, his refusal shall be subject to grievance procedures commencing at the second step. The nature and number of grievances shall be considered in determining the reasonableness of the decision of the Superintendent or his Designee.

## **ARTICLE 10 - Discharge, Suspension and Reprimands**

- 10.1 The right to discharge/suspend employees shall remain in the sole discretion of the Superintendent, but no discharge or suspension shall be made without just cause. In the event the suspension/discharge is unjust, the employee shall receive full compensation for all time lost and full restoration of all other rights and conditions of employment. The Employer shall be permitted to post on the Union Bulletin Board, a list of some actions which may constitute grounds for discharge/suspension, after the list has been discussed with the Local Union President and Chief Steward. It is understood, however, that if an employee is deemed to have violated the prohibition against striking, his employment may be terminated or other discipline imposed.
- 10.2 In the event a member of the Union shall be transferred, laid off or discharged from his employment after the date hereof, and he believes he has been unjustly dealt with, such transfer, lay-off or discharge shall constitute a case arising under the method of adjusting grievances set forth above; provided, however, the Local President or the Employer may request a special conference prior to commencement of grievance procedures.
- 10.3 An employee shall be notified in writing, with a copy mailed to the Local President and the Chief Steward, of any subject matter which could be considered as detrimental to the employee's future promotion, transfer, present or future employment. Otherwise, no such subject matter may be used as evidence against such employee by Employer.

- 10.4 An employee may receive a reprimand or disciplinary action for an absence of three (3) consecutive working days without notification to the Employer in writing, provided this shall not be construed a permissive light for an employee to voluntarily be absent from employment, as an employee is required to give immediate notice to the Employer of any intent to be absent from work, except in case of emergency such as serious illness, death or accident to an employee or his immediate family. An employee shall also give notice as promptly as the circumstances permit as to when he will return to work and the Employer will not be obligated to put him to work on the day he reports without such notice.
- 10.5 An employee may receive a reprimand or disciplinary action for overstaying a leave of absence, sick leave or lay-off without justifiable cause.
- 10.6 An employee may receive a reprimand or disciplinary action for violation of provisions of leaves of absence, Section 17.F.

10.7 **Disciplinary Procedure**

A. In any case where employee disciplinary action is necessary, the procedure procedure listed below shall be followed. However, nothing in this section shall prevent the employer from taking immediate and appropriate disciplinary action should it be required by the circumstances, with proper written notice thereof to the Union at the time such immediate action is taken.

B. Procedural Steps

- i. Oral Reprimand
- ii. Written Reprimand
- iii. Disciplinary Suspension without Pay (1) to (3) days
- iv. Disciplinary Suspension without Pay (5) to (10) days
- v. Discharge

C. Should it be necessary to reprimand an employee, the reprimand shall be given so as not to cause embarrassment to the employee before other employees or the public.

D. The Board agrees that upon imposing any form of discipline, the designated Union representative shall be promptly notified in writing of all action taken. Employees shall be given copies of all disciplinary actions and a copy shall be placed in the employee's personnel file.

E. The employee shall have the right to be represented by the Union representative at the time the disciplinary action is imposed. All disciplinary

actions shall be subject to the grievance procedure, or the employee may seek such other legal remedy as may be available upon the employee's election.

- F. The employer may modify a disciplinary action except that the severity of the disciplinary action, given for each specific offense, shall not be increased, but may be lessened.
- G. Upon request, an employee's personnel record may be reviewed once every six (6) months. After twelve (12) months of satisfactory service the discipline record will not be considered as applying toward promotion.

## **ARTICLE 11 - Seniority**

- 11.1 Seniority of Food Service employees to be determined on a School District Food Service group basis.
- 11.2 Seniority shall commence after completion of the sixty (60) working day probationary period and shall be retroactive to the day the employee commences work. If more than one (1) employee commences work on the same day, seniority will be determined by the actual time of day that the employee started work. If more than one (1) employee starts work at the same time, the order of hiring shall determine the order of seniority (order of hiring shall be defined as the time and date of initial interview) and unless they are assigned a full time or regular part-time job with the Employer.
- 11.3 **Seniority Lists**
  - A. Seniority shall not be affected by the race, sex, marital status, color, religious creed, age, ancestry or dependents of the employee.
  - B. The seniority list on the date of this Agreement shall indicate the names and job titles of all employees of the unit entitled to seniority.
  - C. The Employer shall keep the seniority list up-to-date and shall provide the Local Union Union President with up-to-date copies at least every six months.
- 11.4 **Loss of Seniority**
  - A. Voluntary quitting: The employer shall be notified two weeks in advance by an employee voluntarily terminating his employment. Failure of the employee to notify the Employer may result in loss of accumulated benefits. The employee may request a special conference to show extenuating circumstances for failure to give notice.

- B. Discharge by the Employer unreversed through procedures set forth in this Agreement.
- 11.5 Temporary assignments for the purpose of filling vacancies when employees are on vacation, absent because of illness, etc., shall be granted to a qualified employee within the building on the basis of seniority and the desire of the employee when possible.
- No employee except the least senior employee qualified to perform the job will be required to accept a temporary assignment.
- In the absence of a qualified person, administration will train interested applicants by seniority. In the event there are no applicants, the least senior person in the building will be assigned.
- 11.6 When there is a special school banquet or other school function that requires food preparation, the building Head Cook or Assistant Cook will be called in. The Culinary Arts Department will continue to provide services at the current level of operation. If additional help is needed, a helper(s) will be called in order of seniority.

## **ARTICLE 12 - Lay-Offs**

- 12.1 The word "lay-off" means a reduction in the workforce due to a decrease of work or economic hardship.
- 12.2 If it becomes necessary for a lay-off, the following procedure shall be mandatory: employees shall be laid off on the School District Food Service seniority group basis (Article 10). The order of lay-off shall be probationary and trainee employees first and regular status employees second.
- 12.3 Employees laid off for an indefinite period of time shall have a ten (10) calendar day notice of the lay-off. The Local Union President shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- 12.4 Anything above notwithstanding and regardless of their position on the seniority list, the President and Stewards, in the event of a lay-off, shall continue to work on the first open job in the unit that they can perform.
- 12.5 In case of increase or decrease of workforce, lay-off, or curtailment of positions, full seniority shall be the determining factor in each group classification in the placement of positions, except as hereinbefore set forth regarding Union Officers.

## **ARTICLE 13 - Recall Procedure**

- 13.1 If, by reason of curtailment or lay-off, an employee is required to accept a lower position or another classification in order to remain employed, the employee shall be given the first opportunity to return to his previous position whenever the position is restored or a vacancy occurs within his group classification. If the employee chooses not to return to the position, it will be posted for bid.
- 13.2 When the working force is increased after a lay-off, Food Service employees shall be recalled on the School District Food Service group seniority basis and qualifications. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) working days from the date of mailing of Notice of Recall, he shall be considered to have severed his employment unless there are extenuating circumstances. Laid off employees must notify the Union or Administration of where they may be reached while on lay-off unless there are extenuating circumstances.
- 13.3 Laid off employees shall stay on the recall list for a time equal to their length of employment, but not to exceed two (2) years.

## **ARTICLE 14 - Supplemental Agreements**

- 14.1 All proposed supplemental agreements shall be subject to GOOD FAITH negotiations between the Employer and the Union. They shall be approved or rejected within a period of thirty (30) calendar days following the conclusion of negotiations.

## **ARTICLE 15 - Vacancies and New Positions**

- 15.1 Notice of all vacancies and newly created positions shall be posted within five (5) working days after the vacancy occurs on all Union Bulletin Boards in each building for seven (7) working days. Interested members should apply through the application system used by the District within the posting period. Administration will provide computer/internet access if needed. The position shall be filled within seven (7) working days after the termination of the posting period unless the position is filled by a new hire. These positions will be filled within a maximum of thirty (30) calendar days after the termination of the posting period.

The list of members who have applied for a position will be given to the Local Union President and Chief Steward prior to the interviews by the immediate supervisor.

- 15.2 With exception of promotion and downgrade, the senior applicant within the classification, applying for a transfer to fill a vacancy or a newly created position, shall have the assignment. Probationary employees and employees on a trial period are not eligible for transfer.
- 15.3 Lateral Transfer shall be defined as a movement from one location to another with no change in classification.
- 15.4 Downgrade is the Acceptance of a position that carries a lower classification.
- 15.5 Notice of all vacancies and newly created positions shall be posted within five (5) working days after the vacancy occurs on all Union Bulletin Boards in each building for seven (7) working days. Written application shall be filed with the Human Resource Office within the posting period. The position shall be filled within seven (7) working days after the termination of the posting period unless the position is filled by a new hire. These positions will be filled within a maximum of thirty (30) calendar days after the termination of the posting period. The list of Union Members who have applied for a position will be given to the Local Union President and Chief Steward prior to the interviews by the immediate supervisor.

## **ARTICLE 16 - Promotions**

- 16.1 Promotions within the bargaining unit shall be made on the basis of seniority, ability and qualifications, providing the employee has a good attendance record and no disciplinary letters in his file. (Article 9.7ew)
- 16.2 Present employees will be given preference over outside employees in promotions.
- 16.3 Promotion is a change in positions to one of a higher classification and/or rate of pay.
- 16.4 Employees granted a promotion or downgrade shall be considered to be on a trial period for forty-five (45) working days in the new assignment in which to demonstrate their ability to satisfactorily perform the duties of the job. The



supervisor and an experienced Local 120 member will walk through the responsibilities of the position with the new employee within the first week of the assignment. An evaluation will be made after twenty (20) working days. In the event the employees are deemed unsatisfactory, they shall be so notified in writing by the Superintendent or his Designee. Such notice shall give the reason(s) for the determination of their rejection for the promotion or downgrade, then that determination may be processed through the grievance procedure.

- 16.5 If the employee elects to reject promotion or downgrade, or they are deemed unsatisfactory after the process of the grievance procedure during the forty-five (45) working day trial period, they shall return to the same classification and location held prior to their "promotion or downgrade".
- 16.6 When the promoted or downgraded employees are moved to the other position, determination of the resulting vacancy shall be dependent upon whether or not the employees being promoted satisfactorily complete their trial period and become regularly assigned to the other position. During the vacated period, the senior employee with appropriate qualifications, in the next lower classification in that building shall have the option to fill said vacancy and be paid the higher rate of pay. Should the senior employees within the building decline to fill the temporary vacancy, then qualified employees by district seniority will have the option to fill said vacancy and be paid the higher rate of pay.
- 16.7 An employee who receives a promotion shall be compensated in accordance with Schedule A.
- 16.8 **Summer employment**
- A. Bargaining unit members will be paid summer holidays provided that they work or are available for work the day preceding and following the Holiday.
  - B. Bargaining unit members eligible for benefits under Section 38.2, may use up to five (5) sick/personal business days during summer employment. They remain ineligible for the union sick bank during summer employment.

## **ARTICLE 17 - Veterans**

- 17.1 Reinstatement and re-employment rights of veteran employees shall be governed by applicable Federal and State Laws.

- 17.2 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 with continuance 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.
- 17.3 Employees who are in some branch of the Armed Forces Reserve or the National Guard, shall be paid the difference between the reserve 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 weeks per year, except in the case of an emergency approved by the Employer who may extend time.

## **ARTICLE 18 - Leaves of Absence**

- 18.1 Leaves of absence for reasonable periods, not to exceed one (1) year (except for item D or F), shall be granted without loss of seniority upon written request. "Family Medical Leave Act" is available to all employees who qualify.
- A. Service in a governmental agency, state or nationally recognized professional, labor, social or fraternal organization, which the employee has been formally designated to represent.
- B. Maternity leave; a leave of absence without pay, shall be granted to a female employee because of pregnancy.

In the event of pregnancy, the employee shall notify the Human Resource Office not later than the end of the fourth month. Included, shall be a physician's statement stating the estimated time of delivery.

This employee shall be allowed to continue her employment until such time as agreed upon by the employee and her physician, providing she is physically able to perform her duties.

The employee on maternity leave shall return to her duties as soon as her physician certifies that she can assume her duties as an employee. Such statement shall be presented to the Human Resource Office within six (6) weeks after the birth of the child, or shall contain reasons preventing return to work. Extension of leave may be granted up to a maximum of one (1) year after the birth of the child.

- C. Illness leave.
  - D. Serving in an appointed or elected position with the Council or International Union, leave shall be granted for not to exceed the number of years the employee has been with the School District, and his seniority shall continue with the School District.
  - E. Prolonged illness in immediate family : spouse, child, parent, grandparent, brother, sister, father-in-law, mother-in-law, and a relative living and making his home in the employee's "immediate family." Upon a request of an employee, the Employer may grant leave allowance even though the person who is injured, ill or deceased, is not within the employee's "immediate family."
  - F. Leaves may be extended for not to exceed one (1) year by the Employer for good cause.
  - G. Employees, when authorized by the Employer, may attend meetings vital to the interests of the schools in the District, and may be absent from duty without loss of pay and leave allowance, but may be required to submit an evaluation of such visit, conference or meeting.
- 18.2 One delegate per each one hundred (100) members (or portion thereof) of the Local Union elected to attend a function of the International Union, such as conventions or conferences, shall be allowed time off with pay to attend such conferences and/or conventions, not to exceed five (5) working days annually per delegate, or ten (10) working days bi-annually per delegate.
- 18.3 Leave for National Defense in excess of two weeks—an employee absent from duty because of service in the military forces of the State of Michigan or the United States, shall be considered on leave without pay, but shall be entitled to all salary schedule increments, except sick leave allowance, as if he were not absent from duty, providing he returns to duty within sixty (60) days after release from such military service.
- 18.4 The employee shall be reinstated at the termination of his leave. If no job is available, the employee with the lowest seniority in the returning employee's classification shall be laid off (subject to the provision of Article 12).

- 18.5 A request for leave shall be answered by the Employer in writing within fourteen (14) working days from receipt of the request by the Superintendent or his Designee.
- 18.6 Leaves of absence shall not be granted to seek or obtain employment outside of the Eastpointe Community Schools. Employees violating this provision will be subject to loss of seniority consistent with Section 11.4.
- 18.7 All employees covered under this agreement shall be required to submit a copy of their request for a leave of absence to the Union President prior to requesting leave from administration.

## **ARTICLE 19 - Sick Leave**

- 19.1 Each employee covered by this Agreement shall accumulate one day of sick leave allowance for each month the employee receives pay in his regular yearly position. Unused sick leave allowance shall accumulate to a maximum of one hundred fifty (150) days and be designated as "accumulated sick leave allowance." When leave is exhausted, such employee shall not accrue any more days unless working. An employee's absence shall be chargeable to his accumulated sick leave allowance. An employee, while on sick leave, shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement. Sick days for less than full-time employees, when transferring from one group classification to another, will be prorated on the basis of their total hours worked at the time of transfer.
- 19.2 Eastpointe Community Schools Food Service Department will quarterly calculate the equivalent of 1 day in hours per month based on the scheduled hours worked during a one month period. Quarterly these hours will be communicated to Human Resources, employees and inputted into the Time Management Software for the Food Service Department.
- 19.3 In the event of death, accumulated sick leave allowance shall be paid to the employee's estate or beneficiary.
- 19.4 Upon proper notice to the Superintendent or his Designee, the employee's absence due to the following causes may be charged against accumulated sick leave allowance:

A. Maternity

B. Personal injury or illness

If absent three (3) or more working days, a doctor's statement certifying illness or injury will be required to be submitted to Human Resources.

C. Serious illness or serious injury of a member of the employee's immediate family for a period not to exceed three (3) working days. Spouse, child, parent, grandparent, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, and a relative living and making his home in the employee's household shall be included in the employee's "immediate family". Upon request of an employee, the Employer may grant leave allowance, even though the person who is injured, ill or deceased is not within the employee's "immediate family".

D. Employees may use up to five (5) days of his sick leave consistent with the above provisions. Personal leave days will not be used the day preceding or following a legal school holiday without written prior approval. Legal school holidays shall be as defined in Article 22.1

19.5 If an employee, who is not a participant of the sick leave bank, has exhausted his sick leave allowance the Employer may consider contributing additional sick days.

19.6 Sick leave allowance shall not accrue, be used or granted for additional service, such as night-school, summer school, election duty and overtime assignments. If an employee's employment is terminated for any reason other than death, disability, incapacity or retirement under the provisions of Michigan laws relating to retirement systems for public school employees or Federal Social Security retirement laws, all accumulated sick leave allowance shall be forfeited. In the event an employee resumes his employment, and his absence has been through approved leave of absence, accumulated sick leave allowance shall be restored.

19.7 In case of absence, Food Service Employees will notify the Office of the Food Service Director and other appropriate personnel as established by the Director of Food Service.

19.8 The Employer shall provide evidence of sick leave accumulation for each employee annually.

19.9 An employee who suffers injuries compensable under the Michigan Workers' Compensation Act shall be paid the difference between his regular wages and payment received under provisions of the Act. An employee injured on the job will be eligible for prorated days from the union sick bank to supplement his worker's compensation as follows:

1 -10 years service in District = 10 days

Beyond 10 years, 1 day added for each year of service;

After use of such days, the employee shall use his own sick leave, prorated, to supplement the worker's compensation. After these days have been exhausted, he shall receive only the regular allotment as governed by the Workers' Compensation Act.

19.10 The Board of Education will contribute one (1) day per year per member to the employee's sick bank. An employee who retires from the School District, and has days remaining in his sick leave credit, shall have those days contributed to the employee's sick bank. The operation of said sick bank shall be determined by a joint committee consisting of representation of the employees and the Board of Education.

## **ARTICLE 20 - Bereavement Leave**

20.1 An employee shall be allowed three (3) working days as funeral leave not to be deducted from sick leave for a death in the employee's immediate family. "Immediate family" shall be as defined in Article 18.3,C. The Employer shall consider the place of death and relationship of the deceased to the employee and may extend one or two additional funeral leave days upon written request.

20.2 In addition to the leave days, the Local Union President or his designated representative, shall be allowed not more than one (1) funeral leave day, in the event of death of a member of the Local Union, for the exclusive purpose of attending the funeral.

## **ARTICLE 21 - Working Hours**

21.1 Employees reporting for scheduled overtime work on a Saturday or a Sunday shall be guaranteed at least two (2) hours minimum. Paid at the rate of time-and-one-half on Saturday and double time on Sunday.

21.2 Any employee called **in for an emergency** on before or after their regular shift, shall be paid **a three hour (3)** minimum, which shall be paid at the rate of time-and-one-half for the actual hours worked, and double-time for Sundays and Holidays.

When an employee is called in, the employee will be considered “on call” for three (3) hours from call in time. Should another call-in occur with the initial three (3) hours, it will not be charged as an additional call-in for that timeframe if it is for the same incident as originally called.

21.3 Overtime shall be on a rotating basis and an attempt shall be made to equalize overtime whenever possible within classification.

21.4 If an outside group uses a school kitchen and will only be “in the space” with access limited to the use of counters, window area, the sinks and floors, then a member of the bargaining unit shall not be required to attend the event. All kitchen use will require a 48 hour notice to the bargaining unit member assigned to the building.

21.5 If an outside group wants to use any school kitchen equipment When an outside group uses a school kitchen, a member of the Bargaining Unit shall be present, and a member or members of the Bargaining Unit shall clean after such use.

21.6 The Union respects the right of the Board of Education to expect the employees to be physically fit to be on the job without numerous and erratic attendance patterns. Failure of employees to establish acceptable attendance patterns, may be subject to disciplinary action.

21.7 The Union respects the right of the Board of Education to establish reasonable hours of work not in conflict with the terms of this Agreement. Employees are expected to be on the expected job on time. Employees failing to follow these regulations may be subject to disciplinary action.

21.8 The Union respects the right of the Board of Education to establish reasonable hours of work not in conflict with the terms of this Agreement. Employees are expected to complete the full shift, unless receiving permission of their supervisor to leave early. Employees failing to follow the regulation may be subject to disciplinary action.

- 21.9 Any Local 120 employee(s) may be called for special conferences, informational meetings or other events not to exceed one hour and not at critical times, and all other employees will remain in position as long as employee(s) are in the district, subject to approval by the Supervisor.
- 21.10 Substitute employees are only used to complete the workforce when employees are absent due to sickness or personal business. They are also used to fill a vacancy resulting from an employee serving a trial period. During layoff substitute employees will not be assigned to fill vacancies that occurred as a result of lay off.

## **ARTICLE 22 - Standard Work Day and Week and Time-and-One-Half**

- 22.1 Employees shall be assigned to a regular shift.
- 22.2 Hours of employment for ~~such~~ Food Service employees shall be those necessary for the adequate performance of the school lunch and/or breakfast program.
- 22.3 Hours worked on Saturday shall be at the rate of time-and-one-half.
- 22.4 Double-time shall be paid for hours worked on Sunday and those holidays as indicated in this Agreement. Double-time on holidays means that an employee shall receive his holiday pay, plus double-time for all hours worked.
- 22.5 All hours of work performed in the cafeteria in excess of 40 hours, shall be paid at the rate of time-and-one-half with the exception of Saturday and Sunday (21.4 and 21.5).
- 22.6 An employee will perform all food and cafeteria related duties during his/her regular shift.
- 22.7 It is agreed between the Local 120 and the Eastpointe Community Schools that the declaration of severe weather days, commonly called snow days, will be conducted as regular food service days. If food service personnel feel that the weather presents a safety risk to travel to the school, they have the option of working, taking a sick day or taking an unpaid day where no pay will be given. The distribution of food will be moved to a subsequent day and evaluated on a case by case basis.



## ARTICLE 23 - Holidays

23.1 An employee whose regular work schedule includes any or all of the following days, shall receive a holiday with pay at the employee's current regular wage for such days. 11 Paid Holiday Days Annually

The following Holidays shall be paid holidays not charged to sick/personal business leave:

New Year's Day,

Martin Luther King Day,

Good Friday

Memorial Day,

Labor Day,

Thanksgiving Day,

Friday following Thanksgiving Day,

Christmas Eve Day,

Christmas Day,

Day after Christmas Day,

New Year's Eve Day

New Year's Day

23.2 Should a holiday fall on Saturday, Friday shall be considered as a holiday; should a holiday fall on Sunday, Monday shall be considered a holiday. **In the event that Christmas or New Years fall on a Saturday Christmas Eve Holiday will be Thursday and Christmas will be Friday.**

23.3 If you do not work the day preceding or following a holiday you will not get paid for the Holiday, unless medical documentation is provided by the employee.

## ARTICLE 24 - Vacations

24.1 Food Service Employees will only have paid vacation days those days indicated on the school calendar when school is not in session and are not school holidays.

## **ARTICLE 25 - Bulletin Boards**

- 25.1 The employer shall provide bulletin boards in each building, which may be used by the Local Union for posting notices of the following types:
1. Notices of recreation and social events
  2. Notices of elections
  3. Notices of results of elections
  4. Notices of meetings
  5. Overtime lists
  6. Collective Bargaining Contract and Supplements
- 25.2 A copy of notices shall be forwarded to the Employer.
- 25.3 The bulletin boards shall not be used by the Local Union for disseminating propaganda, and among other things, shall not be used by the Local Union for posting or distributing pamphlets that shall be detrimental to the Employer/Employee relationship.

## **ARTICLE 26 - Rates for New Positions**

- 26.1 When a new position is placed in the bargaining unit and cannot be properly placed in an 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 description and rate are proper, the issue shall be subject to negotiations.
- 26.2 The Union recognizes, however, the Employer's right to manage its affairs, direct the workforce, establish classifications and rate structures.

## **ARTICLE 27 - Jury Duty**

- 27.1 An employee who serves on jury duty shall be paid the difference between his pay for jury duty and his regular pay.
- 27.2 An employee required by the Employer to make a court appearance on behalf of the District shall suffer no loss in pay.

## **ARTICLE 28 - Retirement**

- 28.1 Retirement within the bargaining unit will be governed by the applicable procedures of the Michigan Public Schools Employees Retirement Board.
- 28.2 The Board of Education will pay the Michigan State Employees Retirement Fund exclusive of MIP for the employee's share of the pension plan as required by law.

## **ARTICLE 29 - Medical Examinations**

- 29.1 Employees may be required to have a medical examination paid for by the Board of Education. If the examination comes back detrimental to the employee, they (the employee) have the right to have an examination at their own expense, by the physician of their choice.. In the event a conflict of opinion exists between the two physicians, management may request a physical examination of the employee at a location chosen by the district, and shall assume full cost of such examination. The results will be final and binding on both parties.
- 29.2 Flu shots shall be provided for all employees at Board expense, provided the flu shots are taken on the employee's own time, at a place and time determined by the Board of Education.

Employees may elect their own provider for the flu shot and will be reimbursed to a maximum amount of \$10.00 after submitting proof of payment.

(28.3 Moved to 20.8)

## **ARTICLE 30 - Hospitalization and Insurance**

- 30.1 The Board shall pay the premiums for hospitalization coverage for the High School and Middle School Head Cook Employees and their family, at the current level of coverage. The Board shall not be required to provide hospitalization for an employee during extended periods except when the extended leave is due to the illness of the employee and the employee is on an approved leave of

absence as provided in Section 17.1(3). These employees are also required to pay the 20% share of the premium required of all employees.

30.1.2 The annual cost of health premiums will be divided into 20 pays evenly for those eligible members.

30.2 The district will provide the option of single coverage under its District Health Care Plan for those members of Local 120 who work thirty hours per week, but less than full time per the requirements of the Affordable Care Act passed by the Federal government. Employees will be required to pay the 20% mandatory share of premium from payroll deductions if they choose this plan. Employees that wish to buy up to two person or full family coverage have that option, but at the total cost of the premium at their own expense.

30.3 Local 120 will agree in principle to the recommendation of the district Insurance Research Committee.

The Insurance Research Committee will continue to meet as necessary and will study the District's health, optical and dental insurance programs. Local 120 shall be represented by no more than three (3) individuals.

Not more than once in each of the contract years of the current agreement may the Insurance Research Committee recommend changes to these programs.

Should the committee recommend changes, the parties shall enter into negotiations. The contract may be opened in any of the above years solely for this purpose.

30.4 The coverage details for the District Health Care Plan are found in Appendix A

30.5 Term insurance with double indemnity for accidental death will be provided as follows:

\$17,500 for less than full time employees

\$35,000 for full time employees

30.6 Dental Plan and Optical Plan

The Board shall provide dental insurance coverage and Optical Insurance coverage to each full time member of the Bargaining Unit as outlined in Appendix B and C.

## **ARTICLE 31 - Uniforms and Uniform Allowance**

- 31.1 All employees will be reimbursed for the cost of uniforms and shoes, up to a maximum of \$175.00, by November 1st of each year, or upon completion of their probationary period.
- 31.2 Color scheme, design, etc., shall be agreed upon by the Employer and members of the Local Union.
- 31.3 All employees in the bargaining unit shall be required to wear uniforms at all times while on duty. The Food Service Director must approve the uniforms and shoes worn at work. Employees who work less than the full year will be paid at a prorated amount based upon the date of hire for that year. For reimbursement all receipts must be submitted by November 1st of each school year or 30 days after the end of the probationary period for new hires. New aprons will be provided to employees as needed.

## **ARTICLE 32 - Training and Allowances**

- 32.1 Employees approved to attend training sessions, workshops or seminars, shall have the expense of registration, travel, room and board and any lost wages paid for by the Employer.
- 32.2 Time spent in training classes that the State of Michigan or the Board of Education requires employees to attend, shall be paid for as outlined in 21.6.
- 32.3 Renewal fees for licenses required by the School District, shall be paid for by the Board.
- 32.4 Certification fee for Head Cooks and Assistant Cooks shall be paid by the Board.

## **ARTICLE 33 - Wage Scale**

- 33.1 All employees are hourly employees and will be paid their hours earned for each pay period on the next pay date. No salaries will be spread over the summer pays when most employees are not working. Employees who work summer

hours will be paid those summer hours on the correct pay date for that period. A calendar of pay dates and pay periods will be provided to each building.

## **ARTICLE 34 - Severance Pay**

- 34.1 Upon the death or retirement of a Bargaining Unit Member who has ten (10) to fifteen (15) years of service with the School District, shall pay \$125 severance pay for each year employed by the School District.
- 34.2 Upon retirement or death of a member of the Bargaining Unit with fifteen (15) years or more service with the School District, the School District shall pay \$250.00 severance pay for each year employed by the School District.
- 34.3 To be eligible for severance, an employee must have worked for the District a minimum of ten (10) years. In the event of death, while the employee is employed, severance pay shall be paid to the employee's estate or beneficiary according to the terms, conditions, and directions the employee may have designated with regard to his retirement benefits.
- 34.4 An employee who works less than twelve (12) months per year, shall have years of service computed as months of service divided by twelve (12), multiplied by years of service.  
*Ex: A ten (10) month employee who worked eighteen (18) calendar years would be computed as:  $10 / 12 \times 18 = 15$  years of service.*
- 34.5 An employee who has been determined to be eligible, with a minimum of ten (10) years of service, per 34.4, but works less than (8) hours per day shall be eligible for a prorated share of severance pay based on a ratio of his/her average hours worked per day to an eight (8) hour day,  
*Ex: An employee with a minimum of ten (10) years of service, with 20,000 service hours would be computed as:  $20,000 / 8 / 260 \times \$125.00 = \$1,201.92$*

## **ARTICLE 35 - Longevity**

- 35.1 Employees in the Bargaining Unit, hired after October 1, 1990, and averaging thirty-five (35) or more hours per week shall receive longevity according to the following schedule:

After 10 years.....	\$1,225
After 12 years.....	\$1,325
After 14 years.....	\$1,375
After 16 years.....	\$1,400
After 18 years.....	\$1,450
After 20 years.....	\$1,500
After 25 years.....	\$2,000
After 30 years.....	\$2,125

35.2 Employees averaging less than thirty-five (35) hours per week shall receive longevity as follows:

After 10 years.....	\$825
After 15 years.....	\$1,040

35.3 An employee will receive his longevity allowance the first payroll period after his anniversary date of hire for which he is eligible.

35.4 If an employee is laid off or retired, he shall receive a prorated longevity payment, computed from his anniversary date.

### **ARTICLE 36 - Mileage**

36.1 Employees required to use their own vehicle, will be reimbursed at the District approved rate when said use has been authorized.

### **ARTICLE 37 - Termination and Modification**

37.1 Length of Contract - This agreement shall continue in full force and effect until 11:59 p.m., September 30,2024. There may be a health re-opener during the second (2nd) year.

37.2 If either party desires to terminate this Agreement, it shall at least sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same, prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice

of termination by either party at least sixty (60) days written notice prior to the current year's termination date.

- 37.3 If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired, if notice of amendment of this Agreement has been given in accordance with the paragraph, on ten (10) days written notice of termination, any amendments that may be agreed upon, shall become and be a part of this Agreement.
- 37.4 Notice of Termination and Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to: Michigan AFSCME Council 25, 600 W. Lafayette, Suite 500, Detroit, MI 48226 and if to the Employer, addressed to: 24685 Kelly Rd., Eastpointe, MI 48021; or to any such address as the Union or the Employer may make available to each other.

### **ARTICLE 38 - Conflict with Federal and State Laws**

- 38.1 This Agreement has been negotiated and executed and shall be controlled by all applicable Federal and State Laws, including any amendments that may hereafter be made during the life of the contract, and wherever the terms of this contract are found to be in conflict with the provisions of law, the parties hereto agree to proceed to re-negotiate such conflicting provision or provisions, and until such re-negotiation has been completed, such provision or provisions, in conflict shall be void.

### **ARTICLE 39 - Designation of Terms**

- 39.1 The pronouns and relative words herein used are written in the masculine and singular only. Such words shall be read as if written in plural, feminine or neuter.
- 39.2 Coverage of benefits within this agreement for Food Service personnel shall apply only to those employees who work a minimum of seven and one half (7.5) hours per day, with the exception that those who work a minimum six (6) hour day do have the option for single coverage under our health plan.

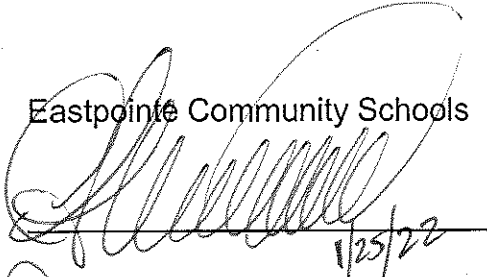


## ARTICLE 40 - Zipper Clause

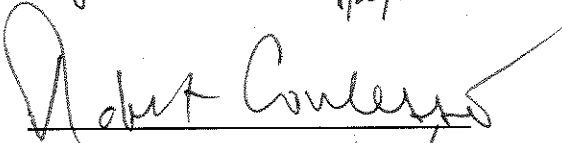
40.1 Both parties agree that each were afforded the opportunity to present issues at the bargaining table.

40.2 Neither the Employer nor the Union is bound by any Letter of Understanding, unless it is specifically stated or attached to this agreement.

Eastpointe Community Schools




1/25/22



1/25/22

AFSCME Local 120



1/26/22



1/26/22

## EASTPOINTE COMMUNITY SCHOOLS - SCHEDULE A

	<u>Start</u>	<u>After 1 yr</u>	<u>After 2 yrs</u>
Head Cook	\$13.70	\$15.31	\$17.96
Elementary Cook	\$11.92	\$13.35	\$15.85
Assistant Cook	\$11.52	\$12.90	\$14.75
Helper	\$10.64	\$11.91	\$13.71

Raises are contingent on availability from the Food Service Fund. No School District General Fund monies may be spent to fund raises.

## Calendar AFSCME Local 120

### Calendar 2020/2021

September	04	Friday	Friday before Labor Day
	07	Monday	Labor Day
November	25	Wednesday	Wednesday Before Thanksgiving
	26	Thursday	Thanksgiving Day
	27	Friday	Friday after Thanksgiving
December	21	Monday	Holiday Break
	22	Tuesday	Holiday Break
	23	Wednesday	Holiday Break
	24	Thursday	Day Before Christmas
	25	Friday	Christmas Day
	28	Monday	Day After Christmas
	29	Tuesday	Holiday Break
	30	Wednesday	Holiday Break
	31	Thursday	Day Before New Years Day
	January	01	Friday
18		Monday	Martin Luther King, Jr. Day
February	12	Friday	Winter Break
	15	Monday	Winter Break
April	02	Friday	Spring Break (Good Friday)
	05	Monday	Spring Break
	06	Tuesday	Spring Break
	07	Wednesday	Spring Break
	08	Thursday	Spring Break
May	09	Friday	Spring Break
	31	Monday	Memorial Day