

Letter of Agreement  
Between  
Lake Shore Public Schools  
And  
American Federation of State, County, and Municipal Employees Local #1217  
May 2, 2023

**THIS LETTER OF AGREEMENT (LOA)** is made and entered into this 2<sup>nd</sup> day of May, 2023, by and between the Lake Shore Public School District, hereinafter known as the BOARD, and the American Federation of State, County, and Municipal Employees (AFSCME) Local 4793, hereinafter known as the UNION, to facilitate a modification of the July 1, 2022 – June 30, 2025 Collective Bargaining Agreement (CBA) for the 2022-23 school year, and moving forward.

**WHEREAS**, the UNION is the exclusive bargaining representative for all personnel employed by the BOARD, as set forth in Article I, Section 1 of the CBA;

**WHEREAS**, the BOARD and the UNION have agreed that the terms of this LOA set forth below shall not constitute a precedent for any future agreement, and shall not constitute the status quo of the CBA for purposes of future negotiations.

**NOW, THEREFORE**, in consideration of the promises and mutual undertakings and agreements of the parties hereto, it is hereby agreed by the BOARD and the UNION as follows:

1. Article V. Section 3 A Paid Holidays

It is understood that in order to be eligible for holiday pay the employee must work the work day immediately preceding and after such holiday except when s/he is off work for valid reason and receives pay from the BOARD for such days (that is, the day immediately preceding and following a paid holiday.) Upon an employee's second absence on a work day immediately preceding or following a holiday, s/he shall be required to submit medical verification from a doctor stating the reason for his/her absence. Failure to produce this verification will result in loss of pay for such holiday.

It is understood that each employee's area will be cleaned and waxed, desks will be washed, filters cleaned, dirtiest floors will be scrubbed, waxed and buffed by the completion of the Christmas and Easter holidays.

It is understood and agreed that 10-month employees, shall not be eligible for holiday pay when the holiday occurs during a period of time when such employee is not scheduled to work. However, when Good Friday falls during Spring Break week, 10-month employees shall receive one (1) mid-winter break day as a paid holiday. If Good Friday does not fall during Spring Break, and school is not in session on this day, 10-month employees shall receive Good Friday as a paid holiday.

2. Article VI Section I. F. Emergency School Closings

If schools are closed for reasons beyond the control of the BOARD and unless otherwise notified, food service, transportation and custodial employees shall not report to work but will be compensated at their daily rate of pay. If otherwise notified to report for work they will be given compensatory time off with pay. At the discretion of the appropriate supervisor, employees may use compensatory days on days when school is in session. The aforementioned employees shall receive the option to be paid for up to five (5) days at their daily rate of pay, no later than the final payroll in June upon notifying the appropriate supervisor. Compensatory days not taken by June 30 of the school year in which they were earned, shall be forfeited. ~~at the discretion of the appropriate supervisor.~~ However, if the BOARD is required by state law to make up any of the lost days, payment for days lost will be considered pay in advance for less than 52 week personnel who shall report for work on the make-up days with no additional compensation paid.

3. 2022-23 Agreement Revisions

For the 2022-23 school year 10-month employees who were employed by the BOARD on or before February 16, 2023 and eligible for holiday pay at that time, shall receive February 20, 2023 as a paid holiday. One-time holiday pay for this day shall be made on June 19, 2023 to eligible employees. For the 2023-24 school year and beyond, Article V Section 3. A. shall apply to 10-month employees.

Aforementioned changes to Article VI Section I. F. shall be effective immediately.

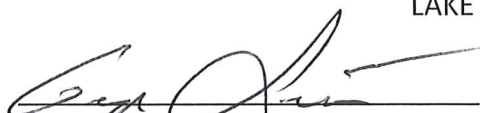
4. Entire Agreement

This LOA sets forth all the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof. There are no promises, agreements or undertakings, either oral or written, expressed or implied between them other than as herein set forth.

5. Effective Date

This LOA is shall be deemed effective, with implementation, upon execution by the authorized representatives of the BOARD and the UNION as set forth below.

LAKE SHORE PUBLIC SCHOOLS

  
George Lewis, Deputy Superintendent

5-2-23  
Date

AFSCME LOCAL #1217

  
Mike Salem, AFSCME President

5-2-2023  
Date